

**General Terms and Conditions  
GO 2002**

**Family Accident Insurance  
310.151**

Subjects covered by each article

**GENERAL**

- 1 Definition of terms
- 2 Period of validity of insurance
- 3 Period of validity of cover
- 4 Premium
- 5 Area of cover
- 6 General exclusions
- 7 General obligations
- 8 Reimbursement of non-insured services
- 9 Double insurance
- 10 Beneficiary
- 11 Statutory interest
- 12 Expiry of the right to payout
- 13 Notification
- 14 Revision of the premium/conditions
- 15 Disputes/complaints
- 16 Registration of personal details

**CATEGORIES**

- 17 Category A: Payout in the event of death
- 18 Category B: Payout in the event of permanent disability
- 19 Category C: Payout in the event of occupational disability
- 20 Category D: Payout of costs of medical treatment

- 21 Terrorism cover clause

**1 Definition of terms**

In the policy and conditions the terms listed below are defined as indicated:

- 1.1 **Europeesche**: Europeesche Verzekering Maatschappij N.V.
- 1.2 **policyholder**: the party that takes out insurance with Europeesche.
- 1.3 **insured**:
  - 1.3.1 policyholder.
  - 1.3.2 the policyholder's co-habiting spouse or registered partner.
  - 1.3.3 unmarried children up to the age of 27 living with the policyholder as noted in the policy schedule.
- 1.4 **permanent disability**: permanent total or partial loss of (the function of) any part of any organ of the body of the insured, without taking into account the occupation of the insured.
- 1.5 **premium**: premium and costs.
- 1.6 **accident**: a sudden and direct effect exerted by an external force that results in a physical injury that can be medically diagnosed.  
The following also qualify as accidents:
  - 1.6.1 acute poisoning caused by the involuntary intake of toxic gasses, vapours, liquids or solids, with the exception of poisoning caused by an intake of allergens or pathogens.
  - 1.6.2 infection or poisoning caused by an involuntary fall into water or any other liquid or semi-solid substance.
  - 1.6.3 hypothermia, burns, drowning, asphyxiation and sunstroke and the physical consequences of electric discharge.
  - 1.6.4 starvation, dehydration, exhaustion and sunburn as a result of isolation caused by natural disasters, collapse or other catastrophic incidents.
  - 1.6.5 sudden sprain, dislocation and muscle tear that can be precisely located and medically diagnosed as such.
  - 1.6.6 complications and aggravation of the original injury caused by the accident as a direct result of the provision of first aid or some other treatment necessitated by the accident, provided that the treatment in question was administered by or under the instruction of a qualified medical practitioner.
  - 1.6.7 wound infection and blood poisoning directly related to the injury caused by the accident.
  - 1.6.8 HIV infection as a result of a blood transfusion or accidental injection during a medically indicated procedure or treatment carried out or administered by a doctor or a nurse in a recognised hospital.
  - 1.6.9 whiplash trauma followed by post-whiplash syndrome as defined in the conditions issued by the Netherlands Association for Neurology (NVN).
  - 1.6.10 an accident that occurs during legitimate self-defence or while attempting to save or rescue people, animals, money or property.
- 1.7 **costs of medical treatment**: the medically necessary costs of:
  - 1.7.1 doctors' and consultants' fees and fees charged for treatments, examinations, medication and dressings prescribed by the latter.
  - 1.7.2 hospitalisation and surgery.
  - 1.7.3 transport to and from the place where medical treatment is provided in the country where the insured was at the start of the transport.
  - 1.7.4 first prostheses based on the fees charged by the Netherlands Association of Orthopaedists and Bandagists (Orthobanda), elbow or armpit crutches necessitated by an accident, and a wheelchair and guide dog.

The terms defined above are printed in bold italics in the conditions.

**2 Period of validity of insurance**

- 2.1 The insurance is valid from the inception date noted in the policy.
- 2.2 The insurance is taken out for the period specified in the policy and will be tacitly extended for the number of months specified in the policy whenever the contract is due to expire.
- 2.3 The insurance will expire:
  - 2.3.1 on the date on which the contract is due to expire provided that the **policyholder** notifies **Europeesche** in writing that he or she wishes to terminate the insurance at least 3 months prior to the said date.
  - 2.3.2 on the first date on which the contract is due to be extended once the **insured** has reached the age of 65.
  - 2.3.3 for **insured** as described in 1.3.3 as soon as the age of 27 has been reached or when he or she gets married. In that case it is possible to be insured on individual basis against the valid **premium** and conditions without any selection.
  - 2.3.4 the moment the **policyholder** takes up residence outside the Netherlands.

**2.4 Europeesche** has the right to terminate the insurance:

- 2.4.1 on the date on which the contract is due to expire, provided that **Europeesche** notifies the policyholder in writing of its intention to terminate the insurance at least 3 months prior to the said date.
- 2.4.2 within 30 days of the date on which **Europeesche** is notified or becomes aware of an incident that may mean that **Europeesche** is obliged to issue a payout.
- 2.4.3 within 30 days of the date on which **Europeesche** issues or refuses to issue a payout under the terms of this insurance.
- 2.4.4 if it emerges that the **insured** has deliberately given a false account of a situation.
- 2.4.5 if the **policyholder** has failed to pay the **premium** for more than 3 months
- 2.5 In the cases referred to in articles 2.4.2 to 2.4.4 above, the insurance will expire on the date specified in the letter giving notice of termination. In the said cases **Europeesche** will give at least 14 days' notice of termination.

**3 Period of validity cover**

- 3.1 The period of validity of the cover is the same as the period of validity of the insurance.
- 3.2 If the **policyholder** fails to pay **premium** within 30 days of the date on which the premium is due, cover will be suspended with retroactive effect from the date on which the premium was due. Cover will be reinstated within 24 hours once **Europeesche** receives the outstanding **premium** and any collection costs that may apply. No payout will be issued for incidents that occur while cover is suspended.

**4 Premium**

**Payment**

- 4.1 The **policyholder** is obliged to pay the **premium** in advance.
- 4.2 The **premium** can be paid in twelve monthly instalments or in a lesser number of instalments.
- 4.3 Any outstanding costs must always be paid in full and will be collected the next time payment is due.
- 4.4 If it is clear from the policy schedule that the **premium** is to be paid in fewer than 12 instalments, the following conditions apply:
  - 4.4.1 if all or part of an instalment is not paid by the date on which the instalment is due, a demand for payment will be repeated once only. If the outstanding instalment is not paid within ten days of the repeated demand for payment, the option of paying in instalments will be revoked and all of the remaining instalments will have to be paid immediately.

**Refund of the premium**

- 4.5 There is no right to a refund of the **premium** unless **Europeesche** terminates the insurance under the conditions described in articles 2.4.2 to 2.4.4.
- 4.6 After the **insured** turns 21, the **premium** will be increased from the date on which the contract is next due to be extended till the valid **premium** for adults on that moment. This will not happen when on that moment **insured** still comes to the account of the policyholder. As soon as **insured**

does not come to the account of the **policyholder** anymore, the **premium** for adults will yet be charged.

## 5 Area of cover

The insurance applies throughout the world.

## 6 General exclusions

**6.1** No payout will be issued if the **policyholder**, the **insured** or an interested party:

**6.1.1** deliberately makes a false statement and/or misrepresents a situation, in which case the beneficiary will lose the right to the entire payout, including the payout for any aspects that were not misrepresented or regarding which no false statement was made.

**6.1.2** fails to fulfil any of the obligations imposed by these conditions of insurance.

**6.2** No payout will be issued for an injury caused by an accident that occurs, or is prompted or made worse:

**6.2.1** by deliberate intent or gross negligence on the part of the **insured** or an interested party.

**6.2.2** as a result of excessive consumption of alcohol. (A blood alcohol level of .08% or more and/or a breath alcohol level of 350 micrograms or more per litre of breath is considered to constitute excessive consumption of alcohol.)

**6.2.3** on account of the use of medication, narcotics, tranquilisers or stimulants, unless:

- the use of these substances has been prescribed by a doctor or a chemist and the **insured** has taken the substances as prescribed.

- the enclosed information leaflet does not issue any warnings that the drug may affect the ability to react.

- the said substances have been administered against the will of the **insured**.

If, in the time of the fatal **accident**, the in obedience to this policy appointed beneficiary was provided for by the insured, **Europeesche** will not appeal to this exclusion.

**6.2.4** by an **accident** suffered by an **insured** person under the age of 23 while driving a motorcycle with a cylinder capacity of 50cc or more, or a motorcycle for which a vehicle registration certificate is required.

**6.2.5** by engaging in a sport other than as an unpaid amateur.

**6.2.6** by the use of woodworking machines in an occupational context.

**6.2.7** by or as a result of engaging in or perpetrating a crime or attempting to do so.

**6.2.8** by working on drilling rigs and platforms and in the following professions: classifier, tree unrooter, boner, window-cleaner, roofer, façade-cleaner, reed-tatcher, flier, diver, demolisher, seafarer, acrobat, rammer, wage butcher, chimney sweep.

**6.2.9** as a direct or indirect result of:

- acts of war, which are understood to include armed conflict, civil war, insurrection, internal civil commotion, riots and mutiny. The six acts of war referred to in the previous sentence and the definition of these acts are part of the text filed at the Office of the District Court in 's-Gravenhage by the Federation of Insurers on 2 November 1981. **Europeesche** will not invoke this exclusion if the **policyholder** and/or the **insured** can prove that the **accident** did not occur as a direct or indirect result of an act of war and that it was not prompted or made worse as a direct or indirect result of any such act.

- nuclear reaction, which is understood to include any nuclear reaction that generates energy. The exclusion referred to in the previous sentence does not apply to injury caused by radioactive nuclides, which, in accordance with their intended use, are outside a nuclear facility and are used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational, or (non-military) security purposes, provided that a licence has been issued by the relevant authorities (to the extent that such a licence is required) for the production, use, storage and disposal of radioactive substances and the licence in question is still valid. In the context of these conditions a nuclear facility is defined in the sense referred to in the Nuclear Incidents (Third-Party Liability) Act (Bulletin of Acts and Decrees 1979-225), and a nuclear installation on board a ship.

- detention of the **insured**. This means that under no circumstances will there be any right to a payout during pre-trial detention, a prison sentence or detention under a hospital order by the state. This applies both to detention in the Netherlands and detention abroad.

## 7 General obligations

The **insured** or an interested party is obliged:

**7.1** in all cases to notify **Europeesche** in writing as soon as possible that an **accident** has occurred and in any event within three months of the date on which the **accident** occurs, using a claim form issued by **Europeesche**. The right to payout on account of the **accident** will no longer exist if **Europeesche** receives the claim form more than two years after the **accident**.

**7.2** to notify **Europeesche** of a fatal **accident** by telephone as soon as possible and in any event at least 48 hours before burial or cremation.

**7.3** to provide **Europeesche** with every assistance in seeking to establish the cause of the **accident** and/or by making it possible to establish

the cause of death, including allowing an autopsy to be carried out if necessary.

**7.4** to ensure that the **insured** person injured by an **accident** is immediately treated by a doctor qualified to treat the injury and that suitable treatment is provided throughout the period of occupational disability.

**7.5** to do everything possible to promote recovery and to refrain from doing anything that is likely to delay recovery.

**7.6** to provide all information that **Europeesche** considers necessary and any authorization that may be required.

**7.7** to give a full and faithful representation of all facts and circumstances that may be important in determining the degree of **permanent disability** and the right to payout.

**7.8** to undergo a medical examination paid for and carried out by a doctor appointed by **Europeesche** upon being requested to do so, and to provide the doctor with all of the information required.

**7.9** to allow the medical advisor of **Europeesche** to arrange for the **insured** to undergo a medical examination carried out by an independent doctor to be appointed by the medical advisor.

## 8 Reimbursement of non-insured services

The **policyholder** is obliged to pay invoices issued by **Europeesche** for services, costs and any other items not covered by the insurance within 30 days of the date noted on the invoice. Should the **policyholder** fail to pay the invoices in question, **Europeesche** may decide to enlist the services of a debt collection agency, in which case the **policyholder** will be liable for the costs involved.

## 9 Double insurance

Should it be possible, did this insurance not exist, for the **policyholder** or the **insured** or an interested party to claim a payout under the terms of any other insurance, which may or may not predate this insurance, or under the terms of any act or other provision, the insurance provided by **Europeesche** will only apply in the last instance and will only cover the part of the claim that exceeds any sum that can be claimed elsewhere. The stipulation set out in the previous clause applies to Category D and to the provision set out in article 17.2.

## 10 Beneficiary

**10.1** The **policyholder** is the beneficiary of any payout. When **policyholder** is deceased, payout will occur to the policyholder's co-habiting spouse or registered partner. In absence of a co-habiting spouse or registered partner, the heirs of the **policyholder** will be beneficiaries. The **policyholder** has the right to run the **beneficiary** otherwise. The state cannot act as a beneficiary.

**10.2** The payout can also be issued to the agent who arranged the insurance if the agent is legally entitled to receive the payout.

## 11 Statutory interest

**11.1** If **Europeesche** is notified of the **accident** within one year of the date on which the **accident** occurred, the **insured** is entitled to statutory interest from the 181st day following the date of the **accident**.

**11.2** If **Europeesche** is notified of the **accident** more than one year after the **accident** occurred, the **insured** is only entitled to statutory interest from the 181st day following the date on which **Europeesche** received notification of the **accident**. In both cases the right to statutory interest expires on the date on which **Europeesche** issues the payout. Statutory interest will be issued together with the payout.

## 12 Expiry of the right to payout

Once **Europeesche** has adopted a definitive standpoint in relation to a claim and has made this standpoint known in writing, any right in relation to **Europeesche** with regard to the claim in question expires within 12 months of the date on which **Europeesche** makes its standpoint known.

## 13 Notification

**Europeesche** will send all notifications addressed to the **policyholder** to the last known address of the **policyholder** or to the address of the agent who arranged the insurance on behalf of the **policyholder**.

## 14 Revision of the premium/conditions

**14.1** If **Europeesche** revises its rates and/or the conditions of insurance similar to this insurance and announces and applies the new rates and conditions, it is entitled to insist that this insurance be revised in accordance with the new rates and/or conditions with effect from the date on which the contract is next due to be extended once the changes have been introduced. **Europeesche** will notify the **policyholder** of the changes it intends to introduce, possibly on the receipt issued for the premium.

**14.2** The **policyholder** will be considered to have accepted the changes unless **Europeesche** receives notice to the contrary in writing within 30 days of the date on which the insurance is due to be extended, in which case the insurance will expire at midnight on the day before the date on which the insurance is due to be extended.

## 15 Disputes/complaints

Disputes and/or complaints that arise as a result of this insurance agreement can be submitted to:

- The management of Europeesche Verzekeringen, P. O. Box 12920, 1100 AX Amsterdam-ZO, The Netherlands
- Stichting Klachteninstituut Verzekeringen (Arbitration Institute for the Insurance Industry), P. O. Box 93560, 2509 AN The Hague, The Netherlands
- A court of competent jurisdiction in the Netherlands chosen by the **policyholder** or an interested party.

This agreement is subject to Dutch law.

## 16 Registration of personal details

Personal details provided when applying for or changing this insurance are processed by **Europeesche** for the purpose of entering into and implementing insurance agreements and/or providing financial services and managing the ensuing relations, including prevention and control of fraud.

The 'Processing of Personal Details by the Insurance Industry' code of conduct applies. The said code of conduct sets out the rights and obligations of the parties involved in processing personal data. A copy of the complete text of the code of conduct can be requested from the information centre of the Federation of Insurers, P. O. Box 93450, 2509 AL The Hague, The Netherlands. Telephone number: +31 (0)70 333 87 77, www.verzekeraars.nl.

## CATEGORIES

The following categories are only covered if it is clear from the policy schedule that the premium has been calculated to include the category in question.

### 17 Category A: Payout in the event of death

**17.1** The sum insured for Category A will be paid out if the **insured** dies as a sole and direct result of an **accident**. Any advance paid out on account of **permanent disability** as a result of the same **accident** will be deducted from the sum insured to be paid out in the event of death up to the maximum of the sum insured for Category A.

**17.2** If the **insured** dies abroad as a result of an **accident**, the costs involved in transporting the mortal remains back to the Netherlands will also be covered by the insurance.

**17.3** The payout for the sum insured for Category A will be doubled when the following conditions are fulfilled:

**17.3.1** the **insured** and co-habiting spouse or registered partner are deceased as a result of an **accident** or as a result of different **accidents** occurred within a period of 12 months.

**17.3.2** for both **accidents** exists right to payout.

**17.3.3** As surviving relative, at least 1 insured as described in 1.3.3 has stayed behind who was provided for by the insured and co-habiting spouse or registered partner

**17.4** For the doubling described in 17.3, the children are irrevocable indicated as beneficiaries in contravention to the definition in 10.

### 18 Category B: Payout in the event of permanent disability

**18.1** If the **insured** is permanently (functionally) disabled as a sole and direct result of an **accident**, the following percentages of the sum insured for Category B will be paid out.

Incurable total insanity or incurable general mental disorder	100%
Complete loss of the sight of both eyes	100%
Complete loss of the sight of one eye	30%
Or, if <b>Europeesche</b> has already issued a payout for complete loss of the sight of the other eye under the terms of this insurance,	70%
Complete loss of hearing in both ears	50%
Complete loss of hearing in one ear	20%
Or, if <b>Europeesche</b> has already issued a payout for complete loss of the hearing in the other ear under the terms of this insurance,	30%
Complete loss of the ability to speak	50%
Loss of a lung	25%
Complete loss (of the use) of:	
- an arm up to the shoulder joint	75%
- an arm up to or above the elbow joint	70%
- a hand or a arm below the elbow joint	65%
- a thumb	25%
- an index finger	15%
- a middle finger	12%
- a ring finger or a little finger	10%
- all of the fingers of one hand at the same time	65%

- a leg up to the hip joint	75%
- a leg up to or above the knee joint	60%
- a foot or a leg below the knee joint	50%
- a big toe	10%
- one of the other toes	5%
- the sense of smell or taste	5%
- loss of all remaining natural teeth	20%

In the case of permanent partial loss (of use), a proportional part of the percentage in question will be established. In the case of (partial) loss of natural teeth the calculation of the payout will always be based on a full complement of 32 teeth. In this context (partial) loss is understood to mean complete loss of the ability to use the teeth in question.

**18.2** In cases of **permanent disability** that differ from those referred to above, the payout will be determined in relation to the degree of disability caused by the **accident**.

**18.3** In establishing **permanent disability** the (future) occupation or pursuits of the **insured** will not be taken into account.

**18.4** The degree of **permanent disability** will be established once the medical department of **Europeesche** is of the opinion that it is not likely that the condition will change, but in any event within 2 years of the date of the accident. The size of the payout will be determined in relation to the definitive degree of **permanent disability** that is to be expected on the basis of the medical reports.

**18.5** If the **insured** dies of a cause other than the **accident** before **permanent disability** is established, the right to payout continues to exist. The size of the payout will be determined in relation to the definitive degree of **permanent disability** that is to be expected on the basis of the medical reports.

**18.6** If the **insured** dies as a result of the **accident** before **permanent disability** is established, **Europeesche** is not obliged to issue a payout for **permanent disability**.

**18.7** The establishment of the percentage of loss (of use) will be based on the most recent edition of 'Guides to the Evaluation of Permanent Impairment' published by the American Medical Association (AMA), in conjunction with the guidelines issued by specialist associations in the Netherlands.

**18.8** If an existing **permanent disability** is exacerbated by an **accident** the payout will be issued on the basis of the difference between the degree of **permanent disability** before the **accident** and after the **accident**.

**18.9** The sum paid out for several different successive **accidents** suffered by the **insured** can never exceed the sum insured noted in the policy schedule.

**18.10** If the **insured** is infected with HIV in the manner described in article 1.6.8, **Europeesche** will issue a single payout of  $\approx$  5,000.00.

**18.11** If it is established that the **insured** is suffering from post-whiplash syndrome as defined by the Netherlands Association for Neurology, **Europeesche** will issue a single payout of up to a maximum of 5% of the sum insured for Category B.

### 18.12 Increase of the sum insured

**18.12.1** Should there be no **accident** as a result of which there is a right to payout under the terms of this insurance during a period of 5 consecutive years, the sum insured will be increased by 5%.

**18.12.2** The size of the **premium** will not be affected by this increase.

**18.12.3** Should there be an **accident** as a result of which there is a right to payout under the terms of this insurance in any one year covered by the insurance, the original sum insured applies from day following the **accident** without the application of the aforementioned increase. The next 5-year period commences from the date on which the contract is extended following the **accident**.

**18.12.4** The sum insured cannot be increased by more than 25%.

### 19 Category D: Payout of costs of medical treatment

**19.1** If the **insured** incurs **costs of medical treatment** as a sole and direct result of an **accident**, the costs will be reimbursed up to a maximum of the sum insured for Category D. The costs in question must be incurred within 2 years of the **accident**.

**19.2** The cost of dental treatment is subject to a limit of  $\approx$  250.00.

## **20 Dayly wage payout at hospitalization**

**20.1** When an **insured** person as described in 1.3.1 and 1.3.2 has to be hospitalized as a direct result of an **accident**, an amount of €20,- will be paid out for every day of the hospitalization.

**20.2** Right to payout exists for all the **insured** persons together for a period up to a maximum of 60 days in one year covered by the insurance, whether or not continuous.

**20.3** The hospitalization has to have taken place within 2 years after the **accident**.

## **21 Terrorism cover clause**

The 'Clausuleblad terrorismedekking bij de Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.' (Clauses Sheet Terrorism Cover by the Dutch Terrorism Risk Reinsurance Company NHT) is applicable to this insurance. This clause sheet has been sent to you on 15 July 2003 as an appendix to a door-to-door letter to all addresses in the Netherlands.

If requested we send it to you once again (free of charge). Also you can read the text on [www.terrorisneverzekerd.nl](http://www.terrorisneverzekerd.nl) or [www.europeesche.nl](http://www.europeesche.nl).

This clause applies exclusively if the policyholder has its regular address in the Netherlands, or, if the policyholder is a legal person, the establishment of this legal person on which the agreement is related is in the Netherlands