

**GENERAL CONDITIONS
TOURIST TRAVEL
INSURANCE**



EUROPEESCHE
VERZEKERINGEN

Classification of conditions by section

GENERAL

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This is a literal translation of the official Dutch version of these conditions, the latter being the only one binding in case of disputes arising.

Summary of cover

Insured sections and amounts

Insured amount per person.

Assistance	cost price
Extraordinary expenses	cost price
Medical expenses	€ 25,000.-
deductible for each event and each Insured,	50.-
- dental expenses (where such expenses are incurred as a result of an accident)	250.-

1 Description of terms

The following are definitions of terms used in the policy and conditions:

- 1.1 Europeesche:** Europeesche Verzekering Maatschappij N.V.
- 1.2 SOS International:** B.V. Nederlandse Hulpverleningsorganisatie - SOS International
- 1.3 Assistance:** the organisation of assistance by SOS International
- 1.4 Insured:** the person named in the policy. Persons whom the "Europeesche" has notified that it will no longer furnish them with travel insurance shall not be included hereunder
- 1.5 Premium:** premium and expenses
- 1.6 Compensation:** indemnification in respect of damage, expenses or losses.

The definitions mentioned above are printed in bold and italic characters in these conditions.

2 Duration of insurance

The insurance shall be valid between the dates specified in the policy, up to a maximum of 4 months. The insurance shall only be valid if it covers the entire trip (outward journey, stay and return journey).

3 Duration of insurance coverage

- 3.1** Cover shall commence as soon as the *Insured* reaches the Area of Insurance. Coverage in respect of expenses and/or *assistance* in connection with illness contracted by the *Insured* shall not however commence until 48 hours after the insurance was effected.
- 3.2** If the duration of the trip specified in the policy is exceeded, unforeseeably and for reasons beyond the control of the *Insured*, the insurance shall remain in force until the earliest point at which the *Insured* is able to depart from the Area of Insurance.
- 3.3** Any lengthening of the Period of Insurance other than that specified in 3.2 shall be deemed to be a new insurance.

4 Premium

- 4.1** The *Insured* shall pay the *premium* prior to commencement of the duration of Insurance.
- 4.2** Once cover has commenced, the *premium* cannot be reimbursed.

5 Area of insurance

The insurance is valid throughout Europe, the Azores, Canary Islands and Madeira, as well as in the non-European countries on the Mediterranean Sea. It is not valid in the country in which the Insured is resident.

6 General exclusions

6.1 *Compensation* or *assistance* will not be granted in respect of events:

6.1.1 if the *Insured* or interested party supplies false information and/or misrepresents the course of events. In such a case, the entitlement to *compensation* shall be withdrawn in respect of the entire claim, including those sections in which no false information was supplied and/or no misrepresentation of the course of events occurred

6.1.2 if the *Insured* or interested party fails to fulfil an obligation incumbent upon him under the terms of this insurance

6.1.3 connected either directly or indirectly with:

- war risks, including armed conflict, civil war, insurrection, domestic riots, revolution or rebellion. These six types of war risk, together with their definitions, form part of the document filed by the "Verbond van Verzekeraars" with the registry of the "Arrondissementsrechtbank" in the Hague on 2 November 1981

- Atomic reactions, i.e. any nuclear reaction in which energy is released

- seizure and impoundment

- witting presence at a hijack, strike or terrorist activity

6.1.4 arising or made possible intentionally, as a result of gross error or with the consent of the *Insured* or interested party

6.1.5 arising or made possible as a result of suicide or attempted suicide of the *Insured*

6.1.6 at the time of or as a result of participation in or commission of an offence, or attempted participation or commission

6.1.7 during and as a result of military service

6.1.8 arising or made possible by the consumption by the *Insured* of alcohol, narcotics, stimulants or similar products.

6.1.9 if the *Insured* or interested party fails to claim *compensation* within 1 year of its becoming claimable.

6.2 *Compensation* shall not be payable in respect of the following events:

6.2.1 the use of aircraft, unless as a passenger on an aircraft licensed for public passenger transport, or during the pursuit of an air sport

6.2.2 sailing, other than on inland waterways, if sailing solo or in competitions, or using vessels not suitable or equipped for use at sea

6.2.3 the pursuit of: fighting sports, rugby, cycle-racing or horse-racing

6.2.4 the pursuit of any winter sports. Children up to the age of 14 years are however covered in respect of sledging, and skating activities are also covered

* If it is clear from the policy that the additional winter sports premium has been paid, this exclusion shall not apply.

Ice-hockey, as well as preparation for or participation in competitions other than the "Gästerennen" or "Wisbi competitions" shall remain excluded.

- 6.2.5 mountain trips, unless the trip is made by roads and/or grounds which are also passable without difficulty for untrained people
- 6.2.6 participation in or preparation for speed, record or reliability tests
- 6.2.7 activities undertaken by the *Insured* wherewith particular hazards are associated.

7 General obligations in the event of damage

- 7.1 The *Insured* or interested party shall:
 - 7.1.1 take all reasonable steps to prevent, reduce or limit the damage
 - 7.1.2 give the *Europesche* and/or *SOS International* all reasonable assistance and supply the correct information
 - 7.1.3 indicate the circumstances giving rise to the claim for *compensation* and/or *assistance*
 - 7.1.4 submit original documentary evidence
 - 7.1.5 in the event of accident or illness, seek medical assistance immediately and take any steps which may aid recovery. The *Insured* shall also, at the request and expense of the *Europesche*, permit himself to be examined by a doctor designated by the *Europesche* and shall provide such doctor with any details he may require
 - 7.1.6 should transport of the sick party prove necessary, endeavour to obtain a written declaration from the attending doctor stating that the chosen means of transport and the form of any medical escort is necessary and wise
 - 7.1.7 help in the event of recourse in respect of third parties, possibly by transfer of liabilities.

METHOD OF REPORTING

- 7.2 The *Insured* or party concerned is under an obligation to report requests for *compensation* and/or *assistance*, including provision of insurance details, in the following way (this information will be used to assess the damage and the entitlement to *compensation* and/or *assistance*):
 - 7.2.1 IN CASE OF HOSPITALIZATION:
if possible beforehand, or otherwise within 1 week of hospitalization notify *SOS International* by telephone
 - 7.2.2 IN CASE OF EXTRAORDINARY COSTS OR ASSISTANCE:
as quickly as possible, though always in advance, notify *SOS International* by telephone
 - 7.2.3 IN ALL CASES:
as quickly as possible, but at the latest within 1 month of expiry of the policy, by sending a fully completed and signed declaration form to the *Europesche*.

8 Execution of tasks by SOS International

- 8.1 *SOS International* shall fulfil its tasks within a reasonable period of time and in close co-operation with the *Insured* or his legal representatives and in so far as official regulations or other external circumstances do not render such fulfilment impossible. *SOS International* shall be free to select the provider of *assistance*.
- 8.2 *SOS International* is deemed to have entered into agreements on behalf of the *Insured* or his legal representatives in his own name.
- 8.3 *SOS International* is entitled in advance to request the necessary financial guarantees, in so far as the expenses arising from fulfilment of its tasks are not covered by the insurance in question.

Should such guarantees not be obtained, **SOS International**'s obligation to provide the services requested and other associated elements of the cover shall lapse.

8.4 SOS International shall, with the exception of its own shortcomings or errors, not be liable for damage resulting from errors or shortcomings on the part of third parties, without prejudice to the own liability of such third parties.

9 Claim settlement

The **Europeesche** shall settle (or arrange settlement of) claims on the basis of the details and information furnished by the **Insured**.

10 Reclamation of uninsured services

The **Insured** shall settle the invoices of the **Europeesche** or **SOS International** in respect of services, expenses and similar items not covered by this policy within 30 days of the date of invoice. Failure to do so may automatically result in debt collection proceedings, the costs of which shall be defrayed in full by the **Insured**.

11 Double insurance

If, if this insurance did not exist, a claim for **compensation** could be made under any other insurance policy, whether or not of an earlier date, or on the basis of a law or other provision, this insurance shall only apply in the last instance. In such a case, only damage in respect of which the amount exceeds that which the **Insured** could have claimed under another policy shall be eligible for **compensation**.

12 Multiple insurance policies

Where more than one Tourist Travel Insurance policy has been effected on behalf of the **Insured**, the **Europeesche** is only obliged to indemnify the **Insured** on the basis of one of such policies. The **premium** in respect of the other policies will be reimbursed on request.

13 Rightful claimant

The **Insured** has sole entitlement to **compensation**. **Compensation** may be paid to one **Insured** (unless other **Insured** parties have expressed their objection to the **Europeesche** prior to payment of the **compensation**) or to the agent which contracted the insurance.

14 Period of entitlement to compensation

Once the **Europeesche** has made known in writing its final decision on a claim, any entitlement to **compensation** from **Europeesche** in respect of such claim shall lapse after a period of 6 months, such period commencing on the date on which **Europeesche** forwarded such report.

15 Address

Correspondence from the **Europeesche** to the **Insured** shall be sent by legal means to the last address known to the **Europeesche** or to the address of the agent which contracted the insurance.

16 Disputes/Complaints

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

- the board of directors of Europeesche Verzekeringen,
PO Box 12920, 1100 AX Amsterdam-ZO

- 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.
- Dutch law is applicable to this agreement.

17 Registration of personal data

The personal data, supplied upon the application for or the alteration of this insurance policy are processed by **Europesche** 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. www.verzekeraars.nl.

The following provisions shall apply in addition to or as a deviation from the above provisions and shall only apply if it is clear from the policy that the appropriate premium has been paid for the cover in question.

Assistance

For cover in respect of expenses arising from **assistance** see the sections **Extraordinary Expenses** and **Medical Expenses**.

18 Coverage

18.1 In the event of illness of, accident to or death of the **Insured**, **assistance** shall be provided in respect of: transport, including necessary (medical) escort, of the **Insured** from the Area of Insurance to the country in which the **Insured** is resident.

18.2 The General exclusions under 6.1.4 to 6.1.8 shall not apply in the event of the death of the **Insured**.

Extraordinary Expenses

19 Coverage

19.1 **Compensation** shall only be payable in respect of expenses approved by **SOS International**, contained under 19.2 to 19.4.2, incurred as a result of an unforeseen event experienced by the **Insured** and deemed to be necessary and reasonable. Medical expenses described in the relevant section are not included hereunder.

19.2 In the event of the **Insured** becoming seriously ill or severely injured in an accident, **compensation** shall be payable in respect of:

19.2.1 expenses incurred in the transport, including necessary (medical) escort, of the **Insured** from the Area of Insurance to the country in which he is resident. Where transport is by air ambulance, such repatriation shall be intended to save the life of and/or prevent or reduce the expected invalidity of the **Insured**

19.2.2 expenses arising from the fact that the **Insured** remained away from home for a period longer than that specified in the policy, and additional accommodation expenses over the Period of Insurance

19.2.3 additional accommodation expenses and additional travel expenses incurred during the return journey from the Area of Insurance to the *Insured's* place of residence, by private or public transport, of the *Insured* and insured members of his household or, where necessary for assistance, 1 travelling companion

19.2.4 travel and accommodation expenses of 1 person for necessary assistance, if the *Insured* is travelling alone or was in charge of or escorting insured children under the age of 16 or insured physically or mentally handicapped persons. Such person shall be entitled during his journey and stay to the same rights under the policy as the *Insured*.

19.3 In the event of the death of the *Insured*, *compensation* shall be payable in respect of:

19.3.1 expenses incurred in the transport of the body to the country of residence of the *Insured*, or expenses incurred by burial or cremation abroad and any associated travel and, up to a maximum of 3 days, accommodation expenses in the event of attendance by members of the deceased's household and relatives. *Compensation* in the event of burial or cremation abroad shall never exceed that which would have been paid should the body have been returned to the country of residence

19.3.2 additional accommodation expenses and additional travel expenses in respect of the return journey to the deceased's place of residence, undertaken by insured members of the deceased's household, insured relatives once or twice removed and a maximum of one insured travelling companion.

19.4 *Compensation* shall also be payable in respect of:

19.4.1 expenses associated with the tracing, rescuing or sheltering of the *Insured* by a competent authority

19.4.2 additional travel and accommodation expenses in the event of the exceeding of the date of the return journey caused by an involuntary stay in the Area of Insurance as a result of an avalanche, landslide, natural force, abnormal snowfall or strikes by transport companies

19.4.3 necessary telephone, telegram and telex expenses incurred in an effort to contact *SOS International*, if the *Insured* is entitled to *compensation* or *assistance* under this policy.

19.5 If it is clear from the policy that the additional winter sports *premium* has been paid, *compensation* shall also be payable for expenses incurred in respect of ski-lift passes, ski hire and skiing lessons. Such *compensation* shall be calculated by comparing the number of complete days remaining with the total number of days under the Period of Insurance, with the deduction of refunds and similar items. This cover shall apply if the *Insured*, as a result of an event covered by this policy, is unable to participate in downhill or cross-country skiing as a result of early departure or hospitalization. Such expenses shall have been incurred and paid in advance at the *Insured's* destination.

19.6 The General exclusions under 6.1.4 to 6.1.8 and 6.2.1 to 6.2.7 shall not apply in the event of the tracing or death of the *Insured*.

19.7 *Compensation* shall be payable after the deduction of savings, refunds and the like. Accommodation expenses shall be subject to a deduction of 10% on account of the costs saved on normal living costs.

20 Specific exclusions

Compensation shall not be payable in respect of expenses incurred by or in connection with illness, disorders or abnormalities which existed or caused complaints on or prior to the commencement of cover.

Medical Expenses

21 Description of terms

The following are definitions of terms used in the policy and conditions:

21.1 medical expenses: medically necessary costs including:

21.1.1 doctors' fees and expenses incurred by treatments, examinations, drugs and dressings prescribed by him

21.1.2 hospitalization and hospital operations

21.1.3 transport to and from the place where medical treatment is being administered in the country in which the **Insured** was present at the start of the transport.

21.2 dental expenses: medically necessary costs of fees charged by dentists/doctors for dental treatment to the natural teeth and of medicines prescribed by such dentists/doctors and X-rays required as a result of the treatment and repair or replacement of false teeth or artificial tooth elements

21.3 accident: the sudden and direct action of external force resulting in medically detectable bodily injury.

The definitions mentioned above are printed in bold and italic characters in this section.

22 Coverage

22.1 Compensation shall be payable up to a maximum of the insured sums specified in the Summary of Cover in respect of:

22.1.1 medical expenses made as a result of illness or an **accident** incurred in the country where and so long as the insurance is in force, up to a maximum of the 180th day after commencement of the treatment and provided that the treatment cannot be deferred until after expiry of the insurance

22.1.2 dental expenses incurred in the country where and so long as the insurance is in force, and provided that the treatment cannot be deferred until after expiry of the insurance.

22.2 An excess of € 50.- for each event and for each **Insured** is payable in respect of **medical expenses**.

22.3 Compensation shall be payable on the basis of the insured class of the medical insurance of the **Insured** in the country in which the **Insured** is resident, or in the absence thereof, on the basis of the lowest class.

23 Specific exclusions

23.1 Compensation shall not be payable in respect of expenses:

23.1.1 arising from or in connection with illness, disorders or abnormalities which existed or caused complaints on or prior to the commencement of cover

23.1.2 if prior to the commencement of cover it was certain that the expenses had to be made during the trip

23.1.3 incurred by dental treatment necessitated other than as a result of an **accident**

23.1.4 if the dentist/doctor or hospital has not been recognised as such by the competent authorities.

Verzekeringsadviseur

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