

General Terms and Conditions

Group Business Travel Insurance

(CZ 2008)

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

GENERAL

DEFINITIONS

Article 1.

The following terms are defined exclusively for these general terms and conditions:

1.1. Trailer

The caravan, folding caravan, boat **trailer** or luggage **trailer** used on the journey;

1.2. Emergency centre

The assistance organisation as described on the policy schedule;

1.3. Underwriters

W.A. Hienfeld B.V. and/or other parties who have underwritten the insurance;

1.4. Nuclear reaction

Any **nuclear reaction** during which energy is released, such as nuclear fusion, nuclear fission, artificial and natural radioactivity, radioactive radiation;

1.5. Baggage

Any objects taken on a journey for personal use (or as a present) or purchased by the insured person during the journey. **Baggage** also includes any commodities, sample collections, **computer equipment** (article 1.8.), **valuables** (article 1.11.) and **travel documents** (1.17.) taken on the journey and private objects sent ahead or forwarded on against receipt (article 13.2.e.);

1.6. Beneficiary

The person or legal person who according to the policy or policy endorsement is entitled to receive the payment on account of this insurance. A spouse or children or heirs who are entitled to a payment are defined as:

- the spouse at the time of the **accident**;
- children with a family law relation with **the insured**, as well as descendants with a family law relation with **the insured** of pre-deceased children in case of representation; the mutual apportionment shall take place in accordance with the legal provisions;
- those who, by virtue of testamentary disposition or the law, are entitled to a share of the inheritance, including their heirs and assigns under a universal title; the mutual apportionment shall take place in accordance with the legal provisions.

Payments/compensations owed to the **emergency centre** are paid directly by the **underwriters**;

1.7. Permanent disablement

Permanent complete or partial (functional) loss of any part of the body or organ;

1.8. Computer equipment

Computers or pocket computers, notebooks, computer diaries, calculators and accessories (including software);

1.9. Current value

The **replacement value** after deduction of an amount due to depreciation as a result of age, wear and tear and the average period of use;

1.10. Occurrence

Any event or series of interrelated events with the same cause as a result of which loss or damage occurred;

1.11. Valuables

1.11.1.

Video and audio equipment (such as television, radio, photo, film, video and the like), telecommunication equipment (including satellite/mobile telephones), jewellery (including jewels, genuine pearls, objects made of precious metals or stones), watches, furs, binoculars and other optical instruments;

1.11.2.

Valuables also include:

- consumer goods, the purchase/**replacement value** of which, due to their uniqueness and/or design and/or decoration(s) with precious metals, (semi) precious stones, pearls and the like and/or brand name and/or its association with the name of a well-known person (designer) and the like, far exceeds the purchase/**replacement value** of consumer goods of the same type with the same quality and functionality, as a result of which such goods will generally be regarded as valuable in the public opinion;
- unique designs/creations by fashion designers/couturiers with a well-known reputation in the world of fashion;

1.12. War risk

Armed conflict, civil war, insurrection, civil commotions, riots and mutiny. These six types of **war risk**, as well as the definitions thereof, form a part of the text which has been laid down by the Union of Insurers at the registry of the District Court in The Hague on 2 November 1981.

1.13. Motor vehicle

A **motor vehicle** in so far as:

- for this **motor vehicle** a driving licence of type A, or B (E) is compulsory by virtue of the Dutch legislation and/or regulations; and,
- this **motor vehicle** has been fitted with a Dutch license plate;

1.14. Replacement value

The amount required for acquiring new items of the same type and quality;

1.15. Accident

A sudden, unintended, immediate violent impact from outside on the body of **the insured**, which is the direct and exclusive cause of bodily injury which can be assessed in a medically objective way and which directly results in death or **permanent disablement**;

1.16. Premium

The amount of which the **policyholder** is due in order to obtain a right to a payment, whereby a distinction is made between:

- initial **premium**: applies to the policy and/or in connection with an interim change of the insurance;
- renewal **premium**: appears in case of tacit renewal;

1.17. Travel documents

Passports, visa, tourist cards, identity cards, vehicle registration certificates and driving licences, as well as tickets and camping carnets intended for use during the journey;

1.18. Act of terror

Any violent action or malicious contamination or conduct in the form of an attack or a series of attacks interconnected in time and intention as a result whereof injury and/or impairment of health, whether or not resulting in death, and/or property damage arises (or any economic interest is otherwise impaired), in which case it is likely that this attack or series of attacks interconnected in time and intention – whether or not in any organisational context – has been planned and/or carried out with the intention to effect certain political and/or religious and/or ideological purposes.

Malicious contamination is defined as:

The contamination with 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 or not resulting in death, in which case it is likely that the spreading (or having spread) has been carried out with the intention to effect certain political and/or religious and/or ideological purposes;

1.19. Means of transport

A *motor vehicle*, a *trailer* and a moped or bicycle;

1.20. The insured

The person who is on a *business trip*, the accompanying spouse or partner and the minor children, provided that they are residents of the Netherlands and are explicitly included in the policy;

1.21. Policyholder

The contracting party of the underwriters;

1.22. Business trip

A journey by order of and/or to the account of the *policyholder* up to a maximum of 180 successive days, within the scope of the execution of professional duties in order to develop activities, in which the commercial interest of the *policyholder* is the main priority and travelling is of secondary importance, including participation in seminars, congresses, out-company training courses and exhibitions.

The concepts above are represented *in italics* and **bold**.

EXTENT OF THE COVER

Article 2.

2.1. Definition of the cover

- the insurance provides cover for the territorial limits, the package and the categories as indicated in the policy and is destined for journeys within the scope of administrative and commercial professions;
- the insurance is exclusively in force during *business trips* abroad and during journeys abroad to the various establishments of the *policyholder*, not being the standard (fixed) work location(s) of *the insured*.

Unless stated otherwise in the policy, a journey, during which the act of travelling is the prime objective (occupation) of *the insured*, shall not be considered as a *business trip*;

2.2. Commencement and end of the cover

The cover commences at the moment the *insured* has left the fixed residence or the actual address of the *insured* and ends as soon as the *insured*, has returned in it. If the category *Baggage* is included in the insurance the cover also applies, only for private objects sent ahead or forwarded on against receipt, during the transport of such objects in question (see also article 13.2.e);

2.3. Territorial limits

The insurance is in force in the territory as described in the insurance policy. If Europe is described as the covered territory in the policy, this shall apply to:

Europe, including the non-European countries around the Mediterranean, Madeira, the Canary Islands and the Azores;

2.4. Cover within the Netherlands

2.4.1. During *business trips* to and from abroad

Within the Netherlands the cover is only in force if there is a question of travelling across or staying on Dutch soil as part of a foreign trip;

2.4.2. During *business trips* within the Netherlands

If the policy explicitly states that *business trips* within the Netherlands are covered, the *business trip* must include either at least one night spent in a paid accommodation or comprise a period of more than 24 hours. If this requirement cannot be met, the following shall apply:

- the final destination of the *business trip* must be beyond a radius of 10 km, measured from the location where *the insured* normally works;
- commuter traffic, trips within the place of residence of *the insured* and trips within the place of business of the *policyholder* remain excluded;
- the *policyholder* must demonstrate that the nature of the trip was business-related.

Also included in the cover are *business trips* between the various branches of the *policyholder* within the Netherlands, not being the regular work location(s) of *the insured*.

GENERAL EXCLUSIONS

Article 3.

3.1. Excluded

Excluded from the insurance are *accidents*, damages, costs or losses resulting from:

- atomic *nuclear reactions* or ionising radiation, requisition or attachments;
- war risk*, unless the *accident* and/or the loss or damage occurred within fourteen days of the outbreak of the *war risk* in a country (not being the Netherlands or the country where *the insured* is residing at that moment), where *the insured* was living at the time and which took *the insured* person by surprise.
In so far as not related to *war risk* (see definitions), cover does exist in cases of the taking of hostages, hijacking and forms of air piracy;
- willingly and knowingly being present (both actively and passively) at hijackings, the taking of hostages or acts of terror;
- (professional) duties, except those of an administrative, commercial or supervisory nature, unless they have been explicitly insured and included as such in the policy;

3.2. No right to payment

No right to payment exists:

- if *the insured*, the *policyholder* or their interested parties have misrepresented matters or given a false statement or have been negligent in any way due to an obligation weighing on him/them, except in so far such behaviour does not justify the lapse of the right to payment;
- if it has not been claimed within a period of three years from the start of the day following the day *the insured* was informed that this payment could be claimed;
- if the loss or damage results from circumstances which were to be expected at the beginning of the journey or at least could reasonably have been expected;

3.3. Not insured

Not insured are any costs incurred due to the consequences of an *accident* befallen on *the insured* for which an exclusion applies pursuant to article 7., with the exception of any costs incurred in accordance with article 11.4.2.c.

Note: Besides the aforementioned general exclusions, additional specific exclusions apply per category mentioned.

GENERAL PROVISIONS

Article 4.

4.1. Proper care

The insured and the heirs, respectively, must take proper care in order to prevent any loss or damage from occurring and to restrict the loss or damage as much as possible;

4.2. Concurrence

The insurance is only valid if the loss or damage is not covered under another insurance – whether or not of an earlier date – or by virtue of any law or other provision or would not have been covered if the present insurance had not existed. Due to this, the insurance is only valid and applicable last of all and only such loss or damage is eligible for compensation which exceeds the amount **the insured** would have been entitled to elsewhere;

4.3. Premium

4.3.1. Payment of premium

The **policyholder** is obliged to pay the **premium**, the costs and the possible insurance tax in advance. The amount due must be paid on the **premium** due date at the latest;

4.3.2. Non-payment / lapse of insurance cover

If the **policyholder** does not pay or refuses to pay the initial **premium** on the thirtieth day after receipt of the request for payment at the latest, no cover is provided with regard to all **occurrences** which have taken place afterwards, without proof of default by the **underwriters** being required.

Unless underwriters should deduce from a notification from the **policyholder** that he will fail in the payment, the insurance will be cancelled or the cover will be suspended if, after having demanded the **policyholder** after the renewal date, to pay the **premium** within a period of fourteen days, beginning on the day after the reminder, stating the consequences of failure to pay, was given, but with no result.

Despite suspension or cancelling of the cover, the **policyholder** will still be bound to pay the amount due, to be increased with (extrajudicial) collections costs.

The insurance will again come into force on the day following the day the **underwriters** have received the amount due;

4.3.3. Premium refund

In case of premature cancellation of the insurance, the current **premium** shall be reduced in fairness unless the insurance is cancelled due to deliberate deception of the underwriters;

4.4. Currency of the insurance

The insurance has been entered into for the period indicated in the policy and is tacitly renewed each time for the same period and under the same conditions, unless the insurance has been cancelled in writing by one of the parties subject to two months' notice;

4.5. En bloc revision

Within the scope of an en bloc revision for similar insurances, the underwriters are entitled to review the **premium** and/or conditions accordingly and to adjust this insurance to the new **premium** and/or conditions at any time.

The underwriters shall notify the **policyholder** in advance and in writing of any en bloc revision. The **policyholder** has the right to unilaterally cancel the insurance not later than thirty days after the date of adjustment if the intended adjustment should result in a higher **premium** and/or less favourable conditions for him. In that case, the insurance ends on the day of cancellation;

4.6. Premature cancellation

The insurance may be cancelled prematurely in writing:

- If, by or on behalf of the **policyholder** or by the **beneficiary**, an incorrect impression with regard to **the insured** risk has been deliberately given, or if the obligations described in the articles 9.1. and 9.2. have deliberately been violated;
- after the underwriters have compensated or rejected a claim under the insurance.

In the aforementioned cases two months' notice will be observed. If one of the parties involved in this contract, including the **beneficiary** or beneficiaries, has acted with the intent to mislead the other party, the parties are entitled to cancel the insurance in writing with immediate effect.

The insurance may be cancelled prematurely in writing by the **policyholder** in accordance with article 4.5.;

4.7. Address

Notifications by the underwriters to the **policyholder** and/or **the insured** person may be forwarded in a legally valid way to the latest address known by the underwriters or to the address of the intermediary or representative of the **policyholder**, through whose mediation this insurance has been effected;

4.8. Order of priority

If according to the policy schedule one or more special clauses apply to this insurance, these special clauses will always be given priority, if they are inconsistent with the general conditions of this insurance;

4.9. Disputes

4.9.1. Disputes regarding the degree of permanent disablement

Disputes which exclusively relate to the underwriters' assessment of the degree of **permanent disablement**, or to the reports of medical and (possible) other experts, respectively - not including the civil judge – on which this assessment is based, will be submitted to the decision of one or three arbitrators.

Each of the appointed arbitrators needs to be registered as a medical specialist with the KNMG (Royal Dutch Medical Association) and needs to be residing as well as to work in the Netherlands.

If the parties are not able to reach an agreement regarding the appointment of one or three arbitrators, each of them has the right to unilaterally request the President of the Amsterdam District Court to appoint three arbitrators. The appointment by the President shall then be binding to the parties. The arbitrators shall decide at the highest level and all parties shall be bound by this. Each party shall bear half of the arbitration costs, unless the arbitrators decide that the arbitration costs must be borne entirely by the party the arbitrators have decided against;

4.9.2. Other disputes

With regard to disputes other than the ones described in article 4.9.1., including disputes concerning the (extent of the) insurance cover, the interpretation of the insurance conditions, and the existence of an obligation to pay, the judge in Amsterdam has exclusive competence;

4.10. Complaints

Complaints arising from this insurance contract or from any proposal preceding it may be submitted to:

- The management of W.A. Hienfeld B.V.
PO Box 75133, 1070 AC Amsterdam;
- Klachteninstituut Financiële Dienstverlening (KiFiD),
(Foundation Complaints Institute Financial Services),
PO Box 93257, 2509 AG The Hague;

4.11. Applicable law

Dutch law applies to this insurance contract;

4.12. Registration of personal data

The personal data provided during the proposal for and/or change in an insurance or when reporting a claim are processed by W.A. Hienfeld B.V. for the purpose of entering into and/or executing the insurance contract and/or any related financial settlement(s) and the management of any relations arising from this, including the prevention and combating of fraud.

The code of conduct "Verwerking Persoonsgegevens Financiële Instellingen" (Processing of Personal Data Financial Institutions) applies when processing these personal data. The complete text of the code of conduct can be obtained from the information centre of the Verbond van Verzekeraars (Union of Insurers), PO Box 93450, 2509 AL The Hague or through www.verzekeraars.nl;

4.13. Terrorism

The "Clause Sheet Terrorism Cover by the Dutch Terrorism Risk Reinsurance Company (NHT)" also applies to this insurance. The text of this clause sheet is added as an enclosure to these conditions.

CATEGORIES

ACCIDENTS

Article 5.

Extent of the cover

- a. a payment of **the insured** amount in case of death resulting from a covered **accident**;
- b. a payment not exceeding the amount insured in case of **permanent disablement** resulting from a covered **accident**; The extent of the payment depends on the degree of disablement.

If this category is insured, the amounts are mentioned in the policy schedule.

Article 6.

Extensions of the concept of **accident**

Subject to the definition given in article 1.15. the following will also be regarded as **accident** under this policy:

6.1. Complications

Complications or aggravation of the accidental injury directly and exclusively resulting from necessary medical treatment of a covered **accident**;

6.2. Germs after an **accident**

Infection of a wound or blood poisoning as a result of the penetration of germs providing it is directly related to a previous covered **accident** which happened to **the insured**;

6.3. Incorrect medical treatment

An incorrect medical treatment providing it is directly related to a previous covered **accident** which happened to **the insured**;

6.4. Swallowing of substances

The acute and involuntary swallowing or inhaling of harmful solid and/or liquid substances, or gases or vapours (not being viruses or bacterial germs), directly resulting in physical injury that can be medically ascertained, resulting in death or **permanent**

disablement, with the exception, however, of the swallowing of medicine, narcotics, sedatives or stimulants;

6.5. Acute poisoning by medicine

Acute poisoning by medicine obtained on prescription, provided that **the insured** observed the dose prescribed by the physician;

6.6. Infection after involuntary fall

Infection from germs or an allergic reaction, however, solely if such infection or reaction is the direct result of an involuntary fall into the water or into any other substance or is the result of being in such a substance during an attempt to rescue a human being, animal or goods;

6.7. Infections

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

6.8. Suffocation and the like

Suffocation, drowning, frostbite, sunstroke, heat stroke, the being overwhelmed by heat, as well as the sudden and involuntary **occurrence** of sprain, dislocation, strained and/or torn muscles or tendons;

6.9. Exhaustion and the like

Exhaustion, starvation, dehydration, sunburn and any other physical injury, provided that they are the direct result of deprivation or any disaster;

6.10. **Accident** as a result of illness

Accidents occurring as a result of an illness, ailment or failing of **the insured**;

6.11. **Accident** as a result of rescue or self-defence

Accidents occurring during lawful self-defence, rescue (or attempt thereof) of persons, animals or goods;

6.12. **Accident** in aircraft

Accidents happened to **the insured** while being a passenger in:

- an aircraft (including military aircraft providing that it belongs to the Dutch armed forces and is equipped for the transport of passengers) of which the pilot is in possession of the licence required for the aircraft in question, as well as **accidents** happened to **the insured** as an amateur glider pilot, providing he is in possession of a valid licence;
- an aircraft during rescue operations, even if it is not equipped as passenger aircraft and does not belong to the Dutch armed forces;

6.13. Hijacking or taking of hostages

Accidents happened to **the insured** during the taking of hostages or a hijacking of any public **means of transport** in which **the insured** finds himself as a passenger, as well as during any acts of violence arising therefrom within the immediate environment of this, or during an (attempt at) escape from a hijacking or the taking of hostages, respectively, provided that the cover of this risk remains in effect for a maximum of 365 days after the moment on which the hijacking or taking of hostages took place and that the hijacking or taking of hostages was not related to **war risk**;

6.14. Riding a motorcycle

Accidents happened to **the insured** while riding or being a passenger on a motorcycle or moped or scooter, provided that **the insured** had his head protected properly by a crash helmet meeting legal requirements at the moment of the **accident** and

provided that the person riding the motorcycle was in possession of a valid driving licence or certificate respectively;

6.15. Sporting accident

Accidents happened to **the insured** (provided on an amateur basis) during:

- recreational underwater sports;
- the following winter sports: alpine skiing, biathlon, cross-country skiing, mono-skiing, tobogganing, ice-skating, ski-bob, ski sailing, sledging, snowboarding, swingbo & ice sailing (including guest races & WISBI races);
- other sports except the sports mentioned in article 7.10.;

6.16. Whiplash

Cervical (or lumbar) acceleration/deceleration injury of the spinal column (post whiplash syndrome) including any neuropsychological and/or vestibular anomalies, all this subject to article 10.2.3;

6.17. Post commotional syndrome

A range of complaints that occur after a concussion (commotio cerebri) in more or less outspoken appearance, all this subject to article 10.2.3.

Article 7.

Exclusions

No right to payment exists with regard to:

7.1. Deliberate intent

Accidents occurred intentionally or through recklessness of **the insured** or the **beneficiary (beneficiaries)** or any party (parties) interested in the insurance, with the approval of or through provocation by the **policyholder**;

7.2. Suicide

Accidents that are a result of (attempt at) suicide, self-mutilation or deliberate recklessness;

7.3. Crime

Accidents in connection with or during **the insured** committing or taking part in a crime or an attempt thereat, including participation in fights subject to the provision in article 6.11.;

7.4. Risky enterprise

Accidents as a result of, or occurring during a risky enterprise, unless such risky enterprise was reasonably necessary in connection with the proper carrying out of the insured's profession or with legitimate self-defence or saving of the himself, others, animals or goods or an attempt thereat;

7.5. Allergic reactions

Allergic reactions, in so far as they are not the result of a covered **accidents** or of the defined extensions in the articles 6.1., 6.3. and 6.6.;

7.6. Consumption of alcohol or similar substances

Accidents caused by being under the influence of alcohol or being under the influence of narcotics, stimulants or similar substances, including soft and hard drugs;

7.7. Atomic nuclear reactions

Accidents caused by an atomic **nuclear reaction** unless this has been generated in view of medically treating a covered **accidents**;

7.8. Contests

Accidents occurred during participation in official or non-official contests with motor vessels or **motor vehicle** s with or without a registration number, even if a driving licence is not compulsory, whereby the speed is the paramount factor, and during the preparation of such contests, with the exception of go karting of a recreational nature;

7.9. Medical treatment

Accidents occurred as a result of medical treatment undergone by **the insured**, unless this is directly related to a previous covered **accidents of the insured**;

7.10. Dangerous sports

Accidents happened to **the insured** during the participation in:

- bungee jumping, paragliding, parachute jumping and all related sports;
- all winter sports not mentioned in article 6.15.;
- high mountain and glacier treks during which climbing equipment is used;

7.11. Muscle, nerve or joint complaints

Lumbar pain, lumbago, inflammation of the tendon sheath, torn calf muscle, tennis elbow, golf arm, hernia (intestinal fracture) and hernia nuclei pulposi, and the consequences thereof;

7.12. Aircraft crew

Accidents as a result of flying in or operating an aircraft while **the insured** was a crew member and carried out paid or unpaid duties in this aircraft during the flight in question, with the exception of the provisions of article 6.12.

Article 8.

Report of an accident

8.1. Report in case of death

In case of death of an insured, the **policyholder**, the **beneficiary** and/or the party interested in the insurance is/are obligated to ensure that the underwriters are notified of this as soon as possible, but at least 36 hours before the funeral or cremation, either in writing (by email or fax) or by telephone, and to provide a detailed statement concerning the death and the **accident** which happened to **the insured** to the best of their abilities.

8.2. Medical examination and autopsy

The **policyholder** and/or **beneficiary** and/or interested party is/are obliged to give complete cooperation to the medical practitioner appointed by the underwriters and/or the proxy/proxies appointed by the underwriters in relation to any possible necessary medical examination (including a possible autopsy, laboratory examination and exhumation) into the cause of the **accident** and/or the cause of death. They are obliged to answer to the best of their abilities and truthfully any questions they are asked. The **policyholder** and/or **beneficiary** and/or interested party are obliged to support to the best of their abilities that the funeral or cremation of **the insured** does not take place before having received permission to this from the underwriters;

8.3. Missing/disappearance

In case of missing or disappearance of an insured, the **policyholder** and/or **beneficiary** and/or interested party is/are obliged to notify the underwriters of this as soon as reasonably possible. A claim for compensation remains valid if it is likely beyond any reasonable doubt that **the insured** died as a result of a covered **accident**. Underwriters may demand that a statement of (presumable) death, as referred to in section 1:412 et seq. of the Civil Code, is submitted. In so far as relevant, article 8.2. applies analogously;

8.4. Report in case of *permanent disablement*

The *policyholder* and/or insured is/are obliged to notify the underwriters of the *accident* as soon as reasonably possible but not later than within three months after the *occurrence* of this *accident*, which might give rise to a claim to payment due to *permanent disablement*. If the report is made later, the claim to payment may still apply, provided it is sufficiently demonstrated to the satisfaction of the underwriters that:

- a covered *accident* happened to *the insured*;
- the *permanent disablement* is the direct result of this *accident*;
- the consequences of this *accident* have not been aggravated as a result of illness, ailment or infirmity or an abnormal physical or mental condition;
- *the insured* carried out the instructions of the attending physician in all respects.

Article 9.

Obligations and sanctions

9.1. Obligations of *the insured*

If an *accident* happened to *the insured*, *the insured* or the assignee(s) are obliged to:

- notify the underwriters of this within the period concerned as described in article 8.4.;
- see a doctor as soon as possible and to continue to receive medical treatment if this is reasonably necessary and to continue to follow the instructions of the attendant physician continuously;
- have himself examined in any case by a medical practitioner appointed by the underwriters at the underwriters' expense or to have himself admitted for observation in a hospital or institution appointed by the underwriters, whether or not in the Netherlands;
- provide or have provided all data deemed necessary by the underwriters to the expert appointed by the underwriters and to give full cooperation in retrieving medical information on behalf of the medical adviser of the underwriters;
- answer truthfully and completely all questions asked by the underwriters or the expert(s) appointed by them and not to withhold any facts or circumstances which may be of relevance in order to determine the extent of any *permanent disablement*;
- notify the underwriters as soon as reasonably possible of any full or partial recovery;
- enable the underwriters to conduct a medical examination as referred to in article 8.2.;

9.2. Obligations of the *policyholder*

If an *accident* happened to *the insured*, the *policyholder* is obliged to:

- notify the underwriters of this within the period concerned as described in the articles 8.1. up to and including 8.4.;
- encourage *the insured* to the best of his ability to meet the obligations as mentioned in article 9.1.;
- provide the underwriters, if required, with additional information that proves that the person for/by whom payment is demanded was insured at the time of the *accident* and to give the underwriters the opportunity to verify this information;

9.3. Loss of right to payment

If the *policyholder* or *the insured* or the assignee(s) fail(s) to provide completely and truthfully all information requested by or on behalf of the underwriters, the underwriters are not compelled to payment, except in so far as this misrepresentation does not justify the lapse of the right to a payment.

If the *policyholder* or *the insured* or the assignee(s), respectively, do not fulfil any other obligation under this insurance, the underwriters may reduce the payment with an amount equal

to the damage they suffered as a result of this. Any right to payment falls due if the reasonable interests of the underwriters have been harmed as a result of the failure to fulfil these obligations;

9.4. Limitation

A legal claim for payment brought against the underwriters becomes prescribed after a period of three years after the commencement of the day *the insured* was notified that the claim is demandable;

If the underwriters have rejected a legal claim, such legal claim will become prescribed after the course of six months;

Article 10.

Payments

10.1. In case of death

If an insured dies as a result of an *accident*, the underwriters shall pay out the sum insured for this to the *beneficiary* /beneficiaries, or if this has been agreed with the *policyholder*, to the *policyholder*. In so far as necessary, this claim of the *beneficiary/beneficiaries/policyholder* shall, contrary to section 6:83 of the Civil Code, only become demandable fourteen days after the underwriters have acquired the (final) report of their medical adviser as well as all medical and any other information that is reasonably required for a correct assessment with regard to the right to payment;

10.1.1. Disablement benefit already paid out

All sums that have already been paid with regard to *permanent disablement* as a result of the same *accident* shall be deducted from the benefit. In so far as such payments due to *permanent disablement* have exceeded the amount insured in case of death, it is not required to refund the difference to the underwriters as undue payment;

10.1.2. No beneficiary

If, in case of death of *the insured* person, it appears that there is/are no *beneficiary/beneficiaries*, the right to payment expires. Under no circumstances shall, in the absence of heirs of *the insured* within the meaning of section 4:879 of the Civil Code, the benefit on account of this insurance become due to the Kingdom of the Netherlands, nor shall this benefit in such case be made available for the settlement of debts of *the insured*;

10.1.3. No transfer

The claim of the *beneficiary* against the underwriters regarding the benefit in case of death cannot be transferred to third parties;

10.2. In case of *permanent disablement*

If an insured becomes disabled as a result of an *accident*, the underwriters shall pay out the maximum amount of the sum insured for this to the *beneficiary*, or if this has been agreed to with the *policyholder*, to the *policyholder*. In so far as necessary, such claim of the *beneficiary/policyholder* shall, contrary to section 6:83 of the Civil Code, only fall due fourteen days after the underwriters have acquired the (final) report of their medical adviser as well as all medical and any other information that is reasonably necessary for a correct assessment of the right to payment;

10.2.1. Method of assessment

The degree of *permanent disablement* shall be assessed by the underwriters based on the report of the medical and (possible) other experts appointed by them;

10.2.2. Time of assessment

The degree of *permanent disablement* is assessed as soon as the condition of *the insured* is stable according to medical

opinion, but in any case within three years from the date of the **accident**, unless agreed otherwise;

At the end of this three-year period or period to be agreed, the degree of **permanent disablement** shall be assessed based on the disablement existing at that moment.

If the degree of **permanent disablement** has been assessed, no rights to additional benefits shall arise from any changes taking place afterwards or to any reclamations of benefits already paid out;

10.2.3. Disability scale

With the assessment by (medical) experts in case of complete loss or permanent complete loss of function of parts of the body or organs mentioned in the disability scale below, the percentages mentioned behind shall apply:

– visual system	100%
– hearing in one ear	30%
– hearing in one ear if under this policy a benefit has already been paid due to loss of hearing in one ear	20%
– hearing in both ears	50%
– auricle	5%
– nose	10%
– the smell or the taste or both (partial loss of the smell, the taste or of both is not regarded as disablement)	10%
– thumb	25%
– index finger	15%
– any other finger	10%
– hand to the wrist joint	70%
– arm to the shoulder joint	75%
– big toe	10%
– any other toe	5%
– leg to the knee joint	55%
– leg to the hip joint	70%
– spleen	5%
– kidney	20%
– lung	25%
– the complete loss of function of the pancreas	70%
– the complete loss of speech	35%
– complete set of natural teeth	2.5%
however up to a maximum of € 12,000.00, (no benefit shall be paid in case of loss of less than 50% or in case of partial damage(s). A complete set of teeth is defined as: 28 to 32 elements. A set of teeth is defined as: the natural set of teeth and/or non-removable dentures).	
– the complete loss of the integrated complex higher functions of the brain as a result of traumatic injury to the brain	100%
– the complete loss of the ability to use language as a result of traumatic injury to the brain	90%
– post-commotional syndrome	0-8%
– spinal column with complete loss of typical spinal column action and motor function without any neurological symptoms	75%
– cervical (or lumbar) acceleration/deceleration injury of the spinal column without any objectively demonstrable neurological or neuropsychological symptoms of loss of function and/or objectively demonstrable vestibular anomalies	0-8%
– cervical (or lumbar) acceleration/deceleration injury of the spinal column with neuro-psychological and/or vestibular anomalies	8-15%;

10.2.4. Partial loss

If there is a question of partial loss or partial loss of function of one or more of the parts of the body or organs described in the disability scale above, the benefit percentage shall be determined on a proportional basis in accordance with the percentages mentioned above, all this subject to the criteria set out in the

latest edition of the "Guides to the Evaluation of Permanent Impairment" of The American Medical Association (A.M.A.), supplemented by the guidelines of the Dutch associations of specialists.

In case of loss or permanent loss of function of more parts of the body or organs, the percentages are added up and/or combined;

10.2.5. Assessment degree of permanent disablement in all other cases

In case of complete or partial loss of function of parts of the body or organs not mentioned in the disablement scale above, the degree of **permanent disablement** will be assessed by (medical) experts in accordance with the current applicable tables or in accordance with the criteria set out in the latest edition of the "Guides to the Evaluation of Permanent Impairment" of The American Medical Association (A.M.A.), supplemented by the guidelines of the Dutch associations of specialists without taking account of the profession of **the insured**;

10.2.6. Maximum

The total benefit for one and the same **accident** shall never exceed the maximum amount stated in the policy schedule for complete **permanent disablement**;

10.2.7. Compensation of interest

If after a period of two years after the **accident** was reported the degree of **permanent disablement** cannot yet be assessed, the underwriters shall pay a simple interest of 6% per annum on the final amount to be compensated from the 730th day after the **accident** was reported, whereby a maximum of three years applies;

10.2.8. Effect of illness, ailment or infirmity

If an illness, ailment or infirmity already existing before the **accident** or an illness, ailment or infirmity that developed after and independently from the **accident**, has an adverse effect on the **occurrence** of the **accident**, the consequences of the **accident** or on the degree of the **permanent disablement**, the benefit to be paid with regard to this **accident** shall not exceed the amount that would have been paid if **the insured** had not suffered from this illness, ailment or infirmity.

An aggravation of an already existing illness as a result of an **accident** does not create a right to a benefit as such, unless such aggravation according to medical opinion amounts to a difference in the degree of **permanent disablement** before and after the **accident**. An existing loss or loss of function of any part of the body or organ also results in a proportional reduction of the degree of **permanent disablement** after the **accident** with regard to the benefit;

10.2.9. Effect of psychological reaction(s)

The psychological response to the **accident** and/or to the physical injury caused by the **accident** shall never be taken into account when assessing the extent of **permanent disablement**, even if this psychological response in itself could result in a certain degree of **permanent disablement**;

10.2.10. Effect of death

If, after an **accident**, **the insured** dies as a result of a different cause than the **accident**, the **permanent disablement** shall be assessed on the basis of the final medical reports with regard to the likely condition of **the insured** when reaching a medically stable condition in the event that **the insured** had not died;

10.2.11. Payment and discharge

Payment of the benefit shall occur within fourteen days from receipt by the underwriters of one of the underwriters' customary forms signed by the **beneficiary**, according to which the underwriters will be granted full acquittance and discharge.

The underwriters have the right to have the payment of the benefit carried out through the intermediary. If the underwriters have paid the benefit to the intermediary, the underwriters will be discharged in so far as the underwriters have paid to the latter the amount the **beneficiary** is entitled to, but in any case in so far as the **beneficiary** benefits by payment to the intermediary.

SPECIAL COSTS

Article 11.

11.1. Extra travel and accommodation costs

11.1.1. Extent of the cover

The insurance covers the costs up to the maximum amount as mentioned in the policy schedule;

11.1.2. Description of the cover

Compensation of the costs incurred necessarily up to a maximum of the amount insured in case of an **accident** or illness as mentioned under items a. to e. inclusive and in the instances mentioned under items f. to m. inclusive.

a. Return journey

the extra costs required to return to his place of residence. The costs of an ambulance or any other means of non-public transport are only covered under this Category if the need for such transport appears from a medical certificate submitted to the underwriters;

b. Costs for prolonged stay

the extra costs for a stay of **the insured** that exceeds the duration of the originally planned journey;

c. Care by travelling companion

the necessary extra costs of accommodation, as described under b., of a travelling companion or business relation who needs to stay behind in order to provide care or assistance to the injured or sick insured, as well as the extra travelling costs incurred by this travelling companion or business relation, as described under a. The extra travelling and accommodation costs which **the insured** has to make, as described under a. and b., if a co-insured member of the family or inmate dies. In so far as this concerns the spouse or other member of the family who stays behind in order to provide care to the other injured or sick spouse or member(s) of the family, extra costs incurred on behalf of children under the age of 16 are also compensated;

d. Coming over of family

extra travelling and accommodation costs of one person for necessary assistance, if **the insured** is travelling alone or if no co-insured travelling companion is present to provide such assistance. During travel and stay, this person may derive the same rights from this insurance as **the insured** person. These extra costs are insured up to a maximum amount of € 125.00 each day;

e. Costs of ski passes, ski lifts, ski rental and ski lessons

if **the insured**, as a result of an **accident** to himself or as a result of an acute illness of himself is compelled to return prematurely from his journey, or is not able to return as a result of having been admitted to hospital, this insurance also includes compensation of costs related to: ski passes, ski lifts, ski rental (whether or not including ski sticks and ski footwear) and ski lessons, as far as these have been paid for by **the insured** separately and in advance and he is not able to make use of these due to this premature return or admission to hospital. In case of premature return, the compensation shall also apply to **the insured** family members accompanying **the insured** on his return home. Compensation shall only take place after submitting the original documents;

f. Recall

the necessary extra travelling and accommodation costs, as described under a. and b., incurred by an insured in connection with a recall from abroad, within the insurance period, on account of death or a serious **accident** or serious illness of next of kin or of inmates (according to the data of the municipal register), or a business relation in so far as that could not reasonably have been expected considering the health of the person concerned. Next of kin exclusively refers to the spouse, children (including foster children, stepchildren and grandchildren), parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law and sisters-in-law. These extra travelling and accommodation costs are also compensated in connection with a recall from abroad, within the insurance period, on account of considerable damage as a result of fire, burglary, explosion or natural disasters, to property of **the insured**, his/her rented accommodation or the company where he/she is employed (also burglary, explosion or natural disaster) which requires the urgent presence of **the insured**. If **the insured** departs for the same or a different location within the insurance period or within fourteen days of having prematurely returned, any extra necessary travelling costs in connection with this shall also be compensated, up to a maximum of the costs that would have been incurred if **the insured** had returned to the original location;

g. Broken connections and strike

the necessary extra travelling and accommodation costs incurred by **the insured**, as a result of the fact that the connections have been broken as a result of one of the following causes: mountain slides, avalanches, abnormal snowfall, floods, border closures, strikes at the transport companies of which use is made during the return journey or air traffic control strikes. In case of an air traffic control strike the maximum payment shall be € 750.00 per **insured** each journey;

h. Medical incapacity of the driver

the compensation of extra return travelling costs based on a 2nd class train journey which **the insured** has to make in order to reach his place of residence in the Netherlands, if the driver of the vehicle as a result of an **accident** or illness, on medical grounds, is no longer able to drive the vehicle and will not be able to do so within two days, whilst none of the travelling companions is able to take over his task;

i. Professional replacement

in case **the insured** is no longer able to perform his duties as a result of illness, **accident**, death or return to the Netherlands, as a result of an **occurrence** described as covered, the travelling costs for travelling abroad of:

- a business replacement, who is to immediately carry on **the insured's** work abroad, or
- **the insured** himself, if **the insured** is in a position to continue with his duties within the original period of travel;

j. Extra costs vehicle rental

extra costs related to rental of a vehicle abroad in case of **the insured** no longer being able to perform his duties as a result of illness, death or return to the Netherlands on account of an **occurrence** described as covered up to a maximum of € 125.00;

k. Additional transport

additional travel costs of up to € 50.00 per insured, if the **means of transport** breaks down during the journey from the usual place of residence to the point of departure of additional transport (such as airport, train or bus station) or during the return journey;

l. Travelling companion

the extra costs mentioned in this category incurred by **the insured** as a result of an **occurrence** covered by this category which happened to a travelling companion not mentioned in the policy. Compensation shall only take place if this travelling

companion has a travel insurance which does not provide any cover for the costs incurred by **the insured**;

11.1.3. Required statements

In so far as applicable:

- the medical necessity must be proved by means of a statement of the attending physician;
- statements of the competent authorities or other relevant experts need to be submitted.

In general, the underwriters will only compensate costs in so far as specified invoices are submitted, whereas savings realised will be deducted;

11.1.4. Guarantee statement

The underwriters guarantee any costs incurred or advanced by the **emergency centre** on behalf of **the insured**;

11.2. Assistance emergency centre

11.2.1. Extent of the cover

Assistance is defined as the providing of services specified below by the **emergency centre** up to a maximum of the amount mentioned in the policy schedule;

11.2.2. Description of the cover

Insured are:

1. the costs of the organisation of the transport of sick, injured or deceased insureds to a hospital in the Netherlands or to their place of residence, as well as the costs of prescribed medical care by a physician or nurse during the transport. A written statement of the physician attending to **the insured** is required for transport of a sick or injured insured, from which appears:
 - such transport is justified;
 - which way of transport is required;
 - if and in what form medical care has been prescribed during such transport;
2. the costs for sending medicine and (artificial) appliances that have been medically prescribed and for which no useful alternatives are available locally. The costs of purchase, in so far as not covered under medical costs (see article 10.), customs duties and any return freight will be to the account of **the insured**. Cancellation of orders is not possible;

11.3. Unforeseen expenses

If the right to compensation, benefit or assistance exists, the following is insured:

- a. in case of admission to a hospital abroad, or of death, other unforeseen expenses which are reasonably a result of and/or are related to such admission to hospital or such death, such as costs of fruit, reading matter or a small present for hospital staff, shall be reimbursed for all **the insured**s together during the period of travel, up to a maximum of € 250.00 each **occurrence**;
- b. the travelling costs of co-insured inmates, a co-insured travelling companion visiting an insured who is in hospital, up to a maximum amount of € 250.00 each **occurrence**;
- c. telecommunication costs incurred to contact the **emergency centre**;
- d. telecommunication costs incurred to contact third parties up to a maximum of € 125.00 each **occurrence**;

11.4. Rescue, repatriation and transport costs

11.4.1. Extent of the cover

The insurance applies up to the maximum amount mentioned in the policy schedule;

11.4.2. Description of the cover

a. Search party and rescue costs

Costs due on account of a rescue, salvage or search party operation, carried out by or in charge of a local competent authority and transport back to civilisation of an insured who was involved in an **accident**, went missing, was in distress or ill. This insurance also covers all costs incurred in connection with the above as a result of a false alarm, up to a maximum of € 2,500.00. Costs incurred from the Netherlands are not eligible for compensation;

b. Repatriation costs by air ambulance

In addition to the provisions in article 11.1.2.a., costs related to repatriation by air ambulance shall also be compensated, in so far as:

- this was medically necessary in order to prevent or to reduce any expected **permanent disablement** or in order to save the life of **the insured**;
- such transport could, on medical indication, not take place in any other way, such as for example by passenger aircraft, ambulance or taxi. It is a condition for compensation that the underwriters have given permission in advance, either to **the insured** or to the **emergency centre**;

c. Transport costs mortal remains

Costs of transport of the mortal remains of **the insured** to the former place of residence shall be compensated up to the maximum amount insured.

By costs of transport is also meant the costs of the inner coffin and any costs resulting from the necessary formalities, as well as any costs charged by the authorities with regard to the recovery of the mortal remains. The latter shall be compensated if **the insured** died as a consequence of an **accident** or illness that occurred within the currency of the insurance, irrespective of whether the illness existed prior to commencement of the insurance. Upon request of the surviving relatives, the costs of the locally held funeral, as well as the costs of coming over and accommodation (for a maximum period of three days) of inmates and next of kin once or twice removed, will be compensated up to no more than the amount which would have been compensated if transport to the former place of residence had taken place;

11.5. Rental replacing vehicle

11.5.1. Extent of the cover

Insured is the maximum amount mentioned in the policy schedule;

11.5.2. Compensation of costs

- a. if the **means of transport**, by which the journey is made from the residence in the Netherlands, breaks down (by which is also meant the not being able to proceed the way) during the journey due to damage or malfunction or loss of the **means of transport** as a result of theft, fire, explosion, collision or any other **occurrence** (however, confiscation or seizure only on account of a traffic **accident**, however), also as a result of inherent vice, avalanches, mountain slides, floods or other natural disasters, and provided that making it roadworthy, giving back or elimination of the failure is not possible within two working days, the following are insured:
 1. the extra costs of renting a similar or other **means of transport** per object up to a maximum of the amount insured for the selected combination, during a period not exceeding thirty (30) days;
 2. the extra costs of travelling by train (2nd class) and bus, including the transport of **baggage**, as a result of the breakdown of the **means of transport**, in so far as incurred during the travelling period.

- b. the compensation mentioned under article 11.5.2.a. also applies to any bicycle or moped sent ahead;
- c. if the passenger **motor vehicle** or the **trailer** can no longer be used within seven days before the commencing date of the journey as a result of theft, fire, explosion or any other external calamity and it is not feasible to make the vehicle road-worthy within two working days after the commencing date, the costs mentioned under article 11.5.2. subsections 1. and 2. are insured;
- d. also insured are any extra accommodation costs incurred by **the insureds** during the enforced delay as a result of the breakdown of the **means of transport** during the currency of the insurance, up to a maximum of € 50.00 per person each day, but for a maximum period of ten days, even if the **means of transport** is operational again within two working days;

11.5.3. Obligation

In case of renting a similar other **means of transport** or in case of travelling by train, the insurers must have given permission in advance for this;

11.5.4. Exclusions

1. no right to compensation exists, if
 - the breakdown of the **means of transport** is a result of the fact that the condition of the **means of transport** was in such a state that at the outset of the journey it was foreseeable, or might have reasonably be foreseen, that the **means of transport** would break down;
 - the obligation mentioned in article 11.5.3 has not been complied with;
2. repair and towing costs are not covered by the insurance.

MEDICAL COSTS

Article 12.

12.1. Extent of the insurance

Insured is the amount as mentioned in the policy schedule;

12.2. Provisions regarding medical costs

If medical costs are insured according to the policy schedule, the following provisions are considered to be applicable to this insurance;

12.2.1 Condition for cover: primary medical aid insurance

It is a condition for the compensation of medical costs that **the insured** can derive rights from a primary medical aid insurance effected in the Netherlands or a similar provision which also has to provide cover in the country where **the insured** is staying;

12.2.2. Extent of the cover

Subject to all that has been provided in these conditions, the insurance shall only apply to medical costs, in so far as they are not covered in accordance with the conditions of the medical aid insurance or a similar provision, or are not compensated under the medical aid insurance or a similar provision as a result of a maximum compensation sum, a voluntarily chosen deductible or the statutory compulsory deductible.

With regard to the statutory compulsory deductible in the basic provision it is provided that such will only be compensated by the **underwriters**, if there is a question of medical costs necessarily incurred during a journey abroad, provided that such journey comes under the cover of the policy;

12.2.3. Change medical aid system

If the medical aid system is changed by the government the underwriters are entitled to cancel the cover regarding medical costs prematurely or, respectively, to adapt the **premiums** and/or conditions.

12.3. Cover

In case that due to article 12.2., a claim might be made under the present category, a compensation of the following medical costs incurred due to an **accident** or illness in addition to the existing medical aid insurance or provision is possible with regard to:

- physician's fees;
- the costs related to prescribed (X-ray) examinations, radiation treatment, physiotherapy, bandages, medicine, the first prostheses which have become necessary, etc.;
- the costs of transport to and from the hospital or the attending physician;
- the costs of surgery and care in an appropriate institution;
- the costs of dental treatment as a result of an **accident**, including necessary non-removable dentures, such as crowns, false teeth etc. (see also article 12.4.);
- the costs of dental treatment other than as a result of an **accident**, but solely if and in so far as the treatment is of an urgent nature and this treatment cannot be postponed until after return to the Netherlands (see also article 12.4.). Dentures such as crowns and false teeth etc., will never be compensated;
- the costs of dentures, if they have been damaged as a result of an **accident** (see article 14.3.2. for false teeth).

These costs will only be compensated in so far as they refer to medical operations during the **business trip**, unless the costs refer to an **accident** that occurred during the trip, in which case the costs of or for medical post-treatment in the Netherlands with regard to this **accident** shall be compensated for a maximum period of twelve months after the end of the original travelling period, however, up to an amount not exceeding € 1,150.00.

12.4. Restrictions

1. with regard to the costs of dental treatment it is provided that this will be compensated up to no more than the amounts mentioned in the policy schedule;
2. the costs of decompression are compensated up to an amount not exceeding € 10,000.00;
3. any payment shall be made based upon **the insured** class of the medical aid insurance;

12.5. Exclusions

The underwriters shall not compensate the following costs:

- of restoratives, foodstuff, stimulants, as well as travelling to and from and of a stay at a spa and/or convalescent nursing home;
- related to illness, ailment or anomaly for which **the insured** was already receiving treatment abroad before commencement of the journey, or if **the insured** set out on the journey with the (partial) aim of receiving treatment for this;
- of which it was already certain before commencement of the journey that these would be incurred during the journey;
- related to medical and dental treatment, incurred in the country whose nationality **the insured** person possesses, resulting from an illness, ailment or anomaly which already existed or caused complaints before commencement of the journey;
- if the dentist or physician or hospital has not been recognised as such by the competent authorities;

12.6. Obligations

The costs which **the insured** claims from the underwriters must appear from original and specified bills and invoices to be submitted to the underwriters. In case of admission to hospital, the **emergency centre** must be contacted by telephone before admission, or if this is not possible, within a week of having been admitted to hospital, in order for the **emergency centre**, in consultation with the insured person or his representative, the attending physician and possibly also the general practitioner, to be able to take those measures that are in the best interest of **the insured**, including a possible earlier repatriation.

BAGGAGE AND DAMAGE TO LODGINGS

Article 13.

13.1. Extent of the cover

Insured is the maximum amount mentioned in the policy schedule;

13.2. Description of the cover

Unforeseen material damage as a result of loss, theft, damage or missing of **baggage** is compensated.

The following will also be compensated:

- a. the costs of the necessary purchase of replacing clothes and toiletries due to delayed arrival of **baggage** (see article 14.3.2.) at the destination outside the Netherlands;
- b. **computer equipment** (see article 14.3.2.);
- c. reconstruction costs as a result of the loss of administrative computer files caused by theft, loss or damage (see article 14.3.2.);
- d. repair costs of **computer equipment** taken along or rental costs of a replacing computer, if the computer that was taken along breaks down during the journey (see article 14.3.2.);
- e. damage, loss or theft of:
 - winter sports equipment or underwater sports equipment hired abroad;
 - private objects sent ahead or forwarded on against receipt;
- f. after an **occurrence** described as covered a payment is also given for the extra costs, incurred with approval of the underwriters or the **emergency centre**, with regard to:
 - travel and stay in order to obtain new **travel documents** after loss or theft during the journey;
 - transport of recovered **baggage** to the place of residence if this went missing or was stolen during the currency of the insurance. The payment amount shall never exceed the compensation amount in case of theft or loss;
 - forwarding of goods to replace lost **baggage**, which are necessary for the purpose of the business travel.

Costs of custom duties and return freight are not included in this;

13.3. Theft out of/from a means of transport

- a. In case of theft from a **means of transport**, the main rule applies that **baggage** had to be stored in the space as described below, as a result of which the **baggage** was not visible from outside:
 - in the separate, locked boot of a passenger car or motorcycle;
 - in the rear boot or cargo space of a three-door or five-door passenger car, including an estate car, that has been covered with a shelf, shutter or other similar type of proper provision;
 - in the inside of a locked camper, delivery van or caravan, in such a way that the **baggage** was hidden from sight from outside by means of a fixed proper device;
 - in the locked **baggage trailer** or folding caravan;
- b. theft of money and **travel documents** out of/from a **means of transport** is not insured;
- c. theft of **valuables** and **computer equipment** from a **means of transport** is not insured;
- d. theft of **valuables** and **computer equipment** out of a **means of transport** is insured, up to the maximum amount specified in the cover schedule, but never exceeding € 500.00 each **occurrence** and only if the following conditions have been complied with:
 - the **means of transport** had been properly locked and there are signs of breaking and entry;

- the **valuables** and **computer equipment** had been stored as described in article 13.3.a.;
 - the **means of transport** was not located near the accommodation at the time of the theft. If the **means of transport** is located near the accommodation, **the insured** is obliged to store **valuables** and **computer equipment** inside this accommodation, unless this results in them being left unattended in a tent;
- e. theft of **valuables** and **computer equipment** out of a camper or caravan is insured, up to a maximum of the amounts specified in the cover schedule, at the moment it is used as holiday accommodation and all of the following conditions have been complied with:
 - the camper or caravan had been properly locked up and there are signs of breaking and entry;
 - the camper or caravan was placed at a camping site at the moment the theft took place;
 - the **valuables** and **computer equipment** had been stored as described in article 13.3.a.;
 - f. theft of any **baggage** other than money, **travel documents**, **valuables** and **computer equipment** from a vehicle is only insured if **the insured** is able to prove that this **baggage** had been stored in a properly locked hard luggage or ski box that had been fitted in or onto the vehicle in such a manner that this could not be removed easily. This condition does not apply during a short rest period or snack break on the way to or back from the holiday destination or during a stopover;
 - g. theft of **baggage** other than money, **travel documents**, **valuables** and **computer equipment** from a vehicle is only insured if the following conditions have been complied with:
 - the **means of transport** had been properly locked and there are signs of breaking and entry;
 - the **baggage** had been stored as described in article 13.3.a. This condition does not apply during a short rest period or snack break on the way to or back from the holiday destination or during a stopover;
 - h. the provisions in the articles 13.3.a. to 13.3.g. inclusive, also apply in case of theft of the entire **means of transport**.

Article 14.

Exclusions

14.1. The following are not considered baggage:

- a. money, by which is exclusively meant accepted coins, bank notes and cheques (this restriction does not apply if "money" has been specified in the cover schedule of the policy);
- b. securities (other than money), credit cards, bank and/or PIN cards, manuscripts, notes and drafts;
- c. subscriptions, season cards, passes, entry tickets and the like that are not (also) intended for use during the journey;
- d. animals;
- e. objects with an antique, art or collectors' value, and unmounted gems;
- f. tools, including (optical) measuring and control equipment;
- g. vessels (not including collapsible boats, inflatable boats and sailboards), aircrafts (also including hang-gliding and parachuting equipment), motorcycles (also including mopeds), campers and other vehicles, not including bicycles, perambulators and wheelchairs (see article 14.3.1.), as well as any tents, accessories, parts and fittings being part of this;
- h. arms, with the exception of what has been specified in article 14.3.2.c. subsection 12.;

14.2. No payment shall be made for:

- a. loss, theft or damage of money, **valuables**, **computer equipment** and **travel documents** if these items were not taken along as hand luggage in case of transport by aircraft, bus, train or boat;
- b. loss or damage as a result of wear and tear, inherent vice, inherent decay and gradual influences of weather, confiscation or seizure other than as a result of a traffic

- accident**, as well as damage caused by moths or other vermin;
- c. damage and/or disfigurement, unless the item has thereby become unsuitable for its original use;
 - d. damage only to video and audio heads of video and audio equipment;
 - e. any damage other than of the **baggage** itself (consequential loss), except for the cover as described in articles 13.2.a. to 13.2.f. inclusive, and article 16.;
 - f. damage only to ski sticks, bindings, stoppers and the so-called coatings of skis, snowboards and the like, as well as damage existing of the coming loose of edges of skis, snowboards and the like;
 - g. damage to computer and/or computer files as a result of programming or operating errors, power cut or failure, or the effects of magnetic fields;

14.3. Limited payments

14.3.1. In amounts

With regard to the following items it is provided that:

1. folding boats, inflatable boats, sailboards and bicycles are insured up to a maximum of € 250.00 per item including accessories;
2. wheelchairs and perambulators are insured up to a maximum of € 500.00 per item;
3. hearing devices are insured up to a maximum of € 750.00 per insured;
4. any objects purchased during the journey and within the validity period of the insurance are insured up to a maximum of € 350.00 per insured;
5. car and motorcycle tools, snow chains, car audio, navigation and transmitting equipment (whether or not permanently fixed), as well as spare parts (by which are only meant V-belt, sparking plugs, distributor, contact points and light bulbs) which have been left behind in the **means of transport** are insured up to a maximum of € 150.00 for all **the insureds** together;

14.3.2. As a percentage

With regard to the following articles the benefit is maximised up to a percentage of the amount insured for **baggage**:

- a. 50% of the amount insured with a maximum of € 2,500.00 for photo, film, video, audio and **computer equipment**;
- b. 20% of the amount insured with a maximum of € 1,000.00 for each of the subcategories mentioned below:
 - sub 1. commodities/sample collections
 - sub 2. purchase of emergency **baggage**
 - sub 3. **valuables** as defined in article 1.11.2.
- c. 10% of the amount insured with a maximum of € 500.00 for each of the subcategories mentioned below:
 - sub. 1. jewellery
 - sub. 2. watches
 - sub. 3. (sun) glasses, set of contact lenses
 - sub. 4. false teeth and other removable dentures
 - sub. 5. presents taken along on the journey
 - sub. 6. navigation equipment, (car) telecommunication equipment, including mobile and/or satellite telephones including calltime balance, provided that it was not present in the car at the time the damage/theft occurred
 - sub. 7. removable car radio, car radio front, provided that it was not present in the car at the time the damage/theft occurred
 - sub. 8. ski boxes, **baggage** boxes, roof racks and bicycle racks
 - sub. 9. other **valuables**
 - sub. 10. sports equipment hired abroad (see article 13.2.f)

- sub. 11. repair costs during the journey, hire of replacing computer and/or reconstruction costs of computer files
- sub. 12. golf, diving and fishing equipment and hunting gear including firearm(s), provided that **the insured** has been issued with a valid licence.

In case of payment for a number of items, the maximum payment will never exceed the maximum amount insured for **baggage** as mentioned in the policy schedule;

14.4. Caution provisions

No payment shall be given:

- a. if **the insured**, in order to prevent loss, theft or damage, did not comply with the normal caution or reasonably could have taken better measures under the given circumstances;
- b. in case of theft of money, **valuables**, **computer equipment** and **travel documents** out of rooms other than properly locked compartments where these items were left unattended;

14.5. Deductible

Unless otherwise mentioned in the policy schedule, the following deductibles apply:

- a. with regard to journeys with a continuous travelling period up to and including 60 days, a deductible of € 100.00 per person per journey for **baggage** applies;
- b. with regard to journeys with a continuous travelling period of more than 60 days, the above-mentioned deductible amount per person each **occurrence** applies;
- c. with regard to cash: € 45.00 per person each **occurrence**.

Article 15.

Loss

15.1. Obligations in the event of baggage damages

The insured is obliged:

- a. in case of loss or damage regarding **baggage** to allow the underwriters to investigate it before repair takes place;
- b. to prove the ownership, the value and the age of the object(s) insured or the circumstances which lead to a request to the underwriters for payment or benefit, and to submit receipts for any objects that were sent after or ahead;
- c. in case the loss occurs during transport of **the insured** objects by train, boat, aeroplane or other **means of transport**, to check the **baggage** upon receipt regarding proper state and/or loss. In case something is missing or is not in a proper state, he/she is obliged to report this to the transport company and demand a written record from this company regarding such report. In a hotel or apartment **the insured** is also obliged to report to the manager or administrator.

The written proof of such report(s) must be submitted to the underwriters;

15.2. Assessment of the extent of the loss (baggage)

The extent of the loss is assessed as follows:

- a. as a loss is considered the difference between the value of **the insured** objects immediately before and immediately after the incident, or at the choice of the underwriters, the repair costs, as assessed immediately after the incident, of those objects that can be repaired according to the opinion of loss adjusters. Loss is also considered to be the extent of the depreciation, if this is assessed by the loss adjusters, caused by the **occurrence** and which is not removed by the repair;
- b. the basis for the calculation of the compensation to be given is:

1. for objects not older than one year: the **replacement value**;
2. for objects older than one year: the **current value**;
3. for clothing and footwear not older than six months: the **replacement value**;
4. for clothes and footwear older than six months: the **current value**;
5. for cosmetics, make-up and the like, as well as consumer goods: the **current value**;

Article 16.

Damage to lodgings

If the category **baggage** has been included in the insurance, this insurance also covers damage to lodgings and/or their contents which have been given for hire or in use to **the insured**, up to an amount of € 500.00.

This category also includes the compensation of costs which are a result of losing the key of a safe-deposit box rented during the journey. A right to compensation exists provided that **the insured** is liable for this loss and the loss is at least € 25.00.

TRAVEL LEGAL ASSISTANCE

Article 17.

Travel legal assistance

Legal assistance as referred to in this article will be provided by the DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V., Karspeldreef 15 in Amsterdam.

1. the DAS provides legal assistance and compensates the costs involved up to an unlimited amount, in accordance with the provisions in its General Conditions*, which also apply to this contract, to:
 - **the insured**;
 - the heirs of the **policyholder** in so far as they are entitled to submit a claim for livelihood;
2. such legal assistance is given if the dispute is related to the journey.

Legal assistance implies:

 - a. **Recovery assistance**
recovery of loss or damage inflicted to **the insured** personally by a third party who is legally liable for this;
 - b. **Criminal legal assistance**
criminal legal assistance, in case criminal proceedings have been instituted against **the insured**, unless it concerns or might concern a criminal offence that shows deliberate intent or criminal intent or violation of tax regulations, including customs regulations;
 - c. **Contractual legal assistance**
legal assistance in disputes regarding contracts effected by **the insured** in a direct relation to the journey provided that the amount involved is at least € 125.00;
 - d. **Security**
the DAS shall pay in advance an amount not exceeding € 12,500.00 each **occurrence** to **the insured**, if foreign authorities, in relation to a covered criminal case, demand a security for his release, for the return of goods belonging to him or for release of seized goods.
By accepting the advance payment, **the insured** authorises DAS irrevocably to dispose of this advance payment as soon as it is released, and **the insured** accepts the obligation to fully cooperate in recovering the advance payment.
The insured is obliged to refund the advance payment as soon as possible, but at least within one year from the moment it has been provided;

Special exclusion

No legal assistance is provided if the liability of **the insured** results from or is connected with the possession of, having ownership of, keeping or buying/selling of **motor vehicles** (including mopeds) and/or **trailers**.

* These General Conditions are available at W.A. Hienfeld B.V.

ENCLOSURE TERRORISM COVER

The text in this enclosure has been sent as an enclosure of a door-to-door letter to all addresses in the Netherlands as "Clause sheet terrorism cover at the Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V. (Dutch Terrorism Risk Reinsurance Company (NHT)).

Subsection 1. Definitions

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

1.1. Terrorism

Violent actions and/or conduct committed outside the framework of one of the six forms of war risk mentioned in section 64 subsection 2 of the Insurance Companies Act 1993 in the form of an attack or a series of attacks connected with each other in time and objective, as a result of which injury and/or impairment of health, whether or not resulting in death, and/or loss of or damage to goods arises or economic interests are otherwise affected, whereby it is plausible that such attack or series has been planned and/or executed, whether or not in any organisational connection, with the aim to realise certain political and/or religious and/or ideological aims.

1.2. Malicious contamination

The spreading (or having spread), outside the framework of one of the six forms of war risk mentioned in section 64 subsection 2 of the Insurance Companies Act 1993, of germs and/or substances which, as a result of their (in)direct physical, biological or chemical action, may cause injury and/or impairment of health, whether or not resulting in death, to human beings and animals and/or may inflict damage to goods or may otherwise affect economic interests, whereby it is plausible that the spreading (or having spread), whether or not in any organisational connection, has been planned and/or executed with the aim to realise certain political and/or religious and/or ideological aims.

1.3. Preventive measures

Measures taken by the authorities and/or by insureds and/or third parties in order to avert the immediate imminent danger of terrorism or malicious contamination or, if such danger has materialised, to restrict the consequences thereof.

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

A reinsurance company incorporated by the Union of Insurers in the Netherlands, to which obligations to pay compensation on account of insurance contracts, which for the insurers authorised in the Netherlands may arise directly or indirectly from the manifestation of the risks described in the subsections 1.1, 1.2. and 1.3, may be placed in reinsurance;

1.5. Insurance contracts:

- a) Non-life insurance contracts in so far as they refer to risks situated in the Netherlands in accordance with the provisions of section 1, subsection 1 (o) of the Insurance Companies Act 1993.

- b) Life insurance contracts in so far as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal person, with the establishment of the legal person to which the insurance contract refers, whose registered office is in the Netherlands.
- c) Funeral in kind insurance contracts in so far as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal person, with the establishment of the legal entity to which the insurance contract refers, whose registered office is in the Netherlands.

1.6. Insurers authorised in the Netherlands:

- Non-life, life, and medical aid insurers as referred to in section 12 of the Insurance Companies Act 1993, and
- Funeral in kind insurers as referred to in Article 7 of the Funeral In Kind Insurance Companies Act [*Wet toezicht natura-uitvaartverzekeringsbedrijf*], who are authorised to carry on the insurance business in the Netherlands.

Subsection 2 Limitation of the cover for the terrorism risk

2.1

If and in so far as, subject to the descriptions contained in the subsections 1.1, 1.2 and 1.3, and within the limits of the applicable policy conditions, cover exists for the consequences of an occurrence which is (directly or indirectly) related to:

- terrorism, malevolent contamination or precautionary measures,
- acts or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereafter 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 for the compensation of loss or damage 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 by virtue of the Insurance Companies 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 EUR 1 billion per calendar year. The aforementioned sum may be adjusted by year 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 referring 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 subsection 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, as well as all objects insured by the policyholder located outside the address of the premises to which the insurance applies of which the 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 regarded 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 persons, companies and partnerships which are joined in a group, as referred to in section 2.24b BW (Civil Code), all group companies together shall be regarded as one policyholder, irrespective of which group company (companies) belonging to the group has (have) effected the policy (policies).

Subsection 3 Payment Protocol NHT

3.1

The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereafter to be referred to as the Protocol). On the basis of the provisions laid down in said protocol, the NHT shall be entitled, inter alia, to postpone 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. In so far 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, subject to what has been provided in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim for 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, the insureds, 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 claim for compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in subsection 3.1 in this respect towards the insurer.

3.4

The reinsurance cover by the NHT shall, in accordance with provision 17 of the Protocol, only apply to claim for the compensation of loss or damage and/or benefit which are reported within two years after the NHT has established that a certain occurrence or circumstance is regarded as a manifestation of the terrorism risk within the meaning of this clause sheet.