

# ***Expat Policy***

## *General Terms and Conditions Version 1.0*

*Expat Policy for Foreign Professionals in The Netherlands*

### ***Important***

*These are the General Terms and Conditions of your Expat Policy for Foreign Professionals in The Netherlands. We have separate Supplementary Terms and Conditions for each supplemental insurance option in your insurance. In some cases there are Special Terms and Conditions. Your insurance policy sheet contains a list of the applicable terms and conditions. All of the terms and conditions form one whole. If articles from the various terms and conditions are in conflict with each other, then the following applies:*

- The Supplementary Terms and Conditions supersede the General Terms and Conditions.*
- The Special Terms and Conditions supersede both the Supplementary Terms and Conditions and the General Terms and Conditions.*

*Your Insurance is governed by Dutch law.*

# Where can you find what?

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Any words you see underlined in the terms and conditions are explained in the Glossary. We have underlined these words the first time they appear in the text.

# Article 1.

## Your expectations and ours

### 1.1 What can you expect from us?

We offer an excellent range of insurances with clear terms and conditions. We always provide a clear explanation of your entitlements and obligations.

What can you expect from us? You can expect us:

- to be reasonable and fair;
- to treat you with respect;
- to expect mutual trust;
- to empathise with your situation;
- to assist you by way of consultation;
- to deal with your claim as quickly as possible.

### 1.2 What do we expect from you?

We expect you:

- to be reasonable and fair;
- to treat us with respect;
- to be careful in your dealings with your property and that of others;
- to provide us with accurate details;
- to do everything you can to prevent and limit damages;
- to hold a Dutch bank account;
- to be registered with the Brp (Municipal Personal Records Database);
- to hold a Dutch health insurance policy.

# Article 2

## How does the insurance work?

Your Expat Policy for Foreign Professionals in The Netherlands comprises one or more insurance policies. Each insurance policy has its own Supplementary Terms and Conditions. In this article you can read how your Insurance works. You will read about what constitutes a Insurance and what the benefits of your Insurance are. You will also learn about the duration of your Insurance, as well how cancellation or amendments to it work. Finally, you will read about when you must pay the premium and the consequences of late payment.

### 2.1 For whom is the insurance intended?

The Expat Policy for Foreign Professionals in The Netherlands is intended for foreign residents and their families, who come to live and work in The Netherlands for at least one year.

### 2.2 When does your insurance commence?

#### 2.2.1 Commencement date

The cover for the insurance policies or amendments to these policies commences on the date stated on the insurance policy sheet. This cover will never commence prior to the date on which we receive your application.

**Be aware:**

We cannot, directly or indirectly, do business with a person against whom (inter) national sanctions have been imposed. The insurance contract therefore does not come into effect if a direct or indirect interested person is on a sanction list. A suspensive condition applies: the agreement is only concluded from the commencement date if our assessment shows that parties involved in the insurance have not been sanctioned. You must enable us to perform this assessment. If you do not cooperate or do not cooperate sufficiently, we must assume that a sanction is imposed. We carry out the assessment as soon as possible, but no later than two months after the commencement date.

#### 2.2.2 Duration

The duration of the insurance is stated on the insurance policy schedule. The policy will be renewed at the end of the first year for a period of one year.

### 2.3 When does your insurance end?

#### 2.3.1 Termination of Insurance

The insurance policy will end once you terminate it or we terminate it. In that case, an end date will apply. The cover will run up until midnight on the day before the end date. The insurance policy will also end with effect from the date on which you cease to live in The Netherlands.

### 2.3.2 *If you terminate your insurance policy*

You may terminate your Insurance or an insurance policy:

- a. two months before the end of the insurance period. The insurance period is stated on your insurance policy period;
- b. after 1 year you may cancel the policy on a daily basis, giving 30 days notice;
- c. if you have submitted a claim then you must send us your notice of termination within two months after filing this claim. Please state your preferred end date in your notice. This must be at least two months after the date on which you give us notice;
- d. if we advise you that a claim payment has been approved or refused, then you must send us your notice of termination within two months of our communication. Please state your preferred end date in your notice. This must be at least two months after the date on which you give us notice; if we make any amendments to the premium or the terms and conditions that are to your disadvantage. You can read more about this in Article 2.3;
- e. if there is no risk that you (or we) will claim for one full insurance year, on the condition that you give notice in the first month of the new insurance year, at the latest. This notice will be invalid, if there was a renewed risk of you submitting a claim in the interim;
- f. if we inform you that you omitted information or provided incorrect information when applying for the Insurance or an insurance policy. You must send us your notice of termination within two months of our communication. Please state your preferred end date in your notice;
- g. if you leave The Netherlands for good and are therefore no longer resident in The Netherlands. The insurance policy will end for all insured parties at such time as you left The Netherlands.

### 2.3.3 *If we terminate your Insurance or insurance policy*

We may terminate your Insurance or an insurance policy:

- a. two months before the end of the insurance period. The insurance period is stated on your insurance policy period;
- b. if you have filed a claim, then we will send you our notice of termination within two months of you filing this claim. We will state the end date in our notice. This will be at least two months after the date on which we give notice; If you intentionally mislead us whilst making a claim, we can terminate the insurance policy or Insurance with immediate effect;
- c. if we advise you that payment has been approved or refused, then we will send you our notice of termination within two months of this communication. We will state the end date in our notice. This will be at least two months after the date on which we give notice; If you intentionally mislead us when filing a claim, we can terminate the insurance policy or Insurance with immediate effect;
- d. if you refuse to pay the initial premium or if you make a late payment. Similarly, if you refuse to make the next premium payment or make a late payment, we will send you notice of termination. We will state the end date in our notice. If there has been a late payment, the end date will be at least two months after the date on which we give notice of termination;
- e. if there is no risk that you (or we) will claim for one full insurance year, on the condition that you give notice in the first month of the new insurance year, at the latest. This notice will be invalid, if there was a renewed risk of you submitting a claim in the interim;
- f. if we discover that you omitted information or provided incorrect information when applying for the Insurance or an insurance policy and you did so intentionally in order to mislead us, then we will send you our notice of termination within two months of discovering such. We will state the end date in our notice;
- g. if we discover that you provided incorrect information when concluding or amending the insurance or an insurance policy and we would not have accepted the insurance policy, if you

- had provided us with the correct information in the first place, then we will send you our notice of termination within two months of discovering such. We will state the end date in our notice;
- h. if we discover that you did not fulfil your obligations after incurring damages, we will send you or notice of termination within two months of this discovery. We will state the end date in our notice. This will be at least two months after the date on which we give notice of termination; If you intentionally misled us after incurring damages, we can terminate the insurance policy or Insurance with immediate effect;
  - i. if we discover that you have left The Netherlands for good and therefore no longer reside in The Netherlands. The insurance policy will end for all insured parties at such time as you left The Netherlands.

## **2.4 What is covered?**

Your Expat Policy for Foreign Professionals in The Netherlands consists of one or more insurances. What costs are covered depends on the insurances you take out. In the additional terms of any insurance policy you can read what is and is not insured. You can have your package build out the following insurances:

- Gouda Service Package
- Continuous Travel
- Household contents
- Legal Assistance
- Personal Accident
- Personal Liability

Your policy will tell you which insurance you have concluded.

### ***When can you appeal to the insurances you took out?***

If you have damages you can only appeal to the insurances in this package if the requirement of uncertainty is met, as referred to in article 7:925 of the Civil Code (Burgelijk Wetboek).

If there is doubt we must be able to demonstrate that you knew or could have foreseen that the event was expected. Is an event not covered? Then legal disputes which follow from this event or which are connected therewith are also not covered.

## **2.5 What is not insured?**

We do not reimburse loss or damage resulting from:

- intent or recklessness
- committing or participating in a crime  
This involves the following actions: committing a crime, participating in a crime or attempting to commit a crime. This involves actions by you, the insured person and/or the person entitled to reimbursement.
- a row, fight or dangerous action  
Exception: if the row, fight or dangerous action was necessary. Because it was a lawful manner to defend oneself. Or because it was an attempt to rescue oneself or another person or persons.
- as a result of being under the influence of alcohol
- Being under the influence of alcohol is at any rate involved if the blood alcohol content is 0.8 promille or more or if the breath alcohol content is 350 micrograms or more.
- the use of or the addiction to drugs  
Drugs are intoxicating, narcotic, stimulating or similar substances. Exception: the insured

person uses drugs after consultation with a physician. The insured person must however follow the instructions of the physician. He must also follow the instructions of use.

- dangerous sports
- dangerous professional activities. This concerns, among other things, offshore work, executive construction work, working with hazardous machines, medical work, working with wild animals and others
- nuclear reactions

Not covered is the loss or damage caused by, occurring during or arising from nuclear reactions irrespective of how the reaction originated. This exclusion does not apply to medical treatment whereby radioactive radiation was used during treatment.

### **2.5.1 (Sanction) laws and regulations**

We do not offer cover and do not pay if this is not permitted on the basis of national or international (sanction) laws and regulations. We also do not provide cover and do not compensate damage if there is prohibited trade in strategic or embargoed goods or services.

### **2.5.2 What happens if the loss or damage is insured under several insurance policies?**

Is the loss or damage also fully or partially covered under one or more other insurance policies? Or would the loss or damage also be fully or partially covered if this Expat Policy for Foreign Professionals in The Netherlands did not exist? If so, the following conditions apply:

- This Expat Policy for Foreign Professionals in The Netherlands will be the last to provide cover;
- The Expat Policy for Foreign Professionals in The Netherlands moreover only applies on top of the right to reimbursement, which has been granted or would have been granted if the current insurance policy did not exist.

This condition does not apply to the Accidents insurance.

## **2.6 When can we amend the premium and terms and conditions?**

### **2.6.1 Amendments to the premium and terms and conditions**

We can amend the premium and the terms and conditions of your Insurance and insurance policies in your Insurance on a group basis. This means that we will make the same amendments for a group of clients with the same Insurance or insurance policy. Such amendments can benefit you or adversely affect you. We will determine the date on which these amendments come into effect.

### **2.6.2 Amendments that adversely affect you**

Sometimes we will decide to make amendments that adversely affect you. We will inform you of the nature and consequences of these amendments. Following our communication, you will have one month to indicate whether or not you agree to the amendment(s). If you do not agree, then:

- in the event of an amendment to the General Terms and Conditions, your whole Insurance will be terminated. The end date is the day on which the amendment would have come into effect;
- in the event of an amendment to the premium, only the insurance policy to which the amendment would have applied will be terminated. The end date is the day on which the amendment would have taken effect.
- in the event of an amendment to the Supplementary terms and conditions, only the insurance policy to which the amendment would have applied will be terminated. The end date is the day on which the amendment would have taken effect.

If you do not respond within a month of our communication, we will assume that you agree to the amendment(s).

### **2.6.3** *Amendments that benefit you*

Occasionally, we are in a position to lower premiums or to improve terms and conditions. We will inform you of the nature and consequences of these amendments. You cannot refuse any amendments that benefit you. This means that you cannot terminate your Insurance or insurance policy as a result of such amendments.

## **2.7** *Payment of premiums*

### **2.7.1** *Payment of premiums*

#### *You will pay your premium on time*

You have concluded an insurance with us. To ensure cover for your insurance policies, you must pay the premium for your Insurance by the due date at the latest.

#### *You refuse to make payment or you make a late payment*

If you refuse to pay your premium or make a late payment, the following rules will apply:

1. If you refuse to pay your premium: you will no longer be covered under the insurance policies in your Insurance. This applies to damages arising or caused after such time as you refused to pay the premium.
2. If you have not made your payment by the due date: we will always first send you a payment reminder and make an urgent request for you to pay your premium. You will have 14 days to do so, following receipt of our reminder. If you do not pay your premium despite our reminder, you will no longer be covered under the insurance policies in your Insurance. This applies to damage caused or arising after the stated period of 14 days. You will still be obliged to pay your premium.
3. Your cover will recommence immediately, once we have received full payment of all premium arrears in our bank account. The date of receipt is determined by our administration system. Cover will not be reinstated for any damage arising or caused during the period in which you did not have any cover.

### **2.7.2** *Reimbursement of premium in the event of interim termination*

If the insurance policy ends by way of interim termination and you paid your premium in advance, then we will refund the excess premium that you paid. If we terminate your insurance policy because you intentionally misled us, you will not receive a refund of the premium you paid.

# Article 3

## How claim settlements work

*In this article you can read how our claim settlements work. What should you do after incurring damages? And what are the consequences, if you do not comply with this? We will also explain how terrorism cover works.*

### *N.B.*

*If you need to make a claim on your Insurance, naturally you will want clear information in a timely manner.. That is why you must contact your insurance broker immediately if you need to make a claim. He or she can assist you further.*

### **3.1 What should you do if you need to make a claim?**

#### **3.1.1 You need to make a claim. What now?**

If you need to make a claim, please abide by the following terms and conditions:

- Inform us as soon as possible.
- Provide us with all information relevant to handling your claim. We will inform you of the information that we wish to receive.
- You will provide your full cooperation. We will tell you what kind of cooperation we need from you.
- Do not do anything that could adversely affect us. After you file a claim, we will give you the necessary instructions.
- If you need to make a claim due to a theft, attempted theft, vandalism, violent attack or extortion, you must make a statement to the police immediately.

These terms and conditions also apply to any other insured persons.

### *N.B.*

If you need to make claim under your Legal Assistance insurance policy, you must file your case with the BrandMR Legal Assistance (BrandMR), instead of with us. To do so, click on the Supplementary terms and conditions for Legal Aid insurance or ask your insurance consultant. See also: [www.brandmr.nl/goudse](http://www.brandmr.nl/goudse)

#### **3.1.2 Reduced payment or end of entitlement to payment**

If you or an insured person did not abide by the aforementioned terms and conditions, then we may reduce your payment by the amount of losses that we incurred as a result.

However, your entitlement to payment may also end as a result. When does your entitlement to payment end? If:

- our reasonable interest is damaged because you or the insured person did not abide by the terms and conditions. For example, this is the case if we can no longer ascertain the damage or circumstances properly.
- you or the insured party intentionally tried to mislead us, unless the deception was not grave enough to do so. In that case the entitlement to payment may very well partly end.

Moreover, if your payment entitlement ends in full or in part, we can bill you or the insured person for the costs of investigating and handling the claim.

## **3.2 Risk of terrorism**

The terrorist attack in New York on 11 September 2001 has made it clear that terrorism can have much bigger and more radical consequences than previously assumed up until then. That is why insurance companies in The Netherlands founded the Dutch Reinsurance Company for Damages ensuing from Terrorism (NHT) in which they provide joint cover for the consequences of terrorism.

### **3.2.1 NHT decisions are binding**

If you need to make a claim as a result of terrorism, please report this to us as soon as possible. We will file a claim for your loss with the NHT. The NHT will determine whether the event from which your loss arose is covered under the terrorism risk. The NHT's decisions are binding for both you and us.

### **3.2.2 Limited cover**

Cover will be limited if it is determined that the event from which your damages ensued is covered by the terrorism risk. This limitation applies to each separate insurance policy on your insurance policy sheet. The limitation is limited to the amount that the NHT pays us. The amount the NHT pays to us is regulated in the NHT's clause sheet on terrorism cover and the Claims Settlement Protocol. If the NHT pays our claim in full, then we can also pay your claim in full.

### **3.2.3 End of cover**

You can file your claim with us for up to two years after the NHT has made its decision. All entitlements to cover end after that time.

### **3.2.4 Would you like to know more?**

You can find a precise definition of the term terrorism risk in the NHT's clause sheet on terrorism cover. This clause sheet also outlines exactly how the limitation on cover works. You can find the full text of the NHT's clause sheet on terrorism cover and the Claims Settlement Protocol here: [www.terrorisneverzekerd.nl](http://www.terrorisneverzekerd.nl)

# Article 4

## What else is important for you to know?

*In this article you can read more about what else is important for you to know. You will read about how we handle your personal details. Moreover, you can read about what we will do if you commit fraud. And if you have a complaint or dispute with us, the complaints procedure will tell you what you can do.*

### 4.1 How do we handle your personal details?

#### 4.1.1 What do we use personal data for?

If you apply for an insurance, we ask for personal data. We use your data to conclude and execute the agreement. We also use them to comply with legal obligations, to prevent and combat fraud, to make (statistical) analyzes and for marketing activities.

#### 4.1.2 Do we also provide the information to others?

Sometimes we also provide (some of) your data to other parties, such as reinsurers, your adviser, postal companies, automation companies and companies to which we have outsourced specific tasks. We only do this if this is necessary and we take measures to ensure the security of your data. Further we do not provide your information to others, unless we are obliged to do so. This may include, for example, the tax authorities, supervisors, the police or the judiciary.

#### 4.1.3 How long do we keep your data?

If you have provided data for a quotation, we will keep those six months. Your data that we need to conclude and carry out an insurance contract we will retain for a maximum of seven years after ending the contract.

#### 4.1.4 Code of Conduct

We handle personal data carefully and in line with de Gedragscode Verwerking Persoonsgegevens Financiële Instellingen. You can find the consumer brochure of the Code of Conduct on [www.goudse.nl](http://www.goudse.nl) if you enter 'Privacy statement' in the search window. The complete text can be read via the website of Verbond van Verzekeraars [www.verzekeraars.nl](http://www.verzekeraars.nl). You can also request this at the Verbond van verzekeraars, PO Box 93450, 2509 AL The Hague, telephone: (070) 333 85 00.

#### 4.1.5 Your rights

You have the right to view, modify or delete your personal data. You also have the right to object to the processing of these data, to limit their processing and to transfer your personal data to another organization.

Do you want to use this? Send a request to De Goudse regarding the Data Protection Officer, PO Box 9, 2800 MA Gouda. Always send a copy of your identity card. Black out your photo and burgerservicenummer (BSN) in this copy to protect your privacy. The data protection officer responds as quickly as possible to your request, at least within four weeks. Do you think that we

do not comply with privacy legislation properly? Then you can contact the Dutch Data Protection Authority ([autoriteitpersoonsgegevens.nl](http://autoriteitpersoonsgegevens.nl)).

## **4.2 What do we do in the event of fraud?**

### **4.2.1 Consequences of fraud**

If you intentionally mislead us, this is fraud. If we identify fraud, this will have serious consequences. It may result in us not paying your claim or your compensation in the event of damages, or not paying compensation in kind.

Fraud can also result in us:

- reporting it to the police or to the Public Prosecutor's Office;
- terminating your Insurance or one or more insurance policies;
- recording the incident of fraud in the insurance companies' signalling system;
- requesting the return of any payments in kind or the value of any damages that have already been paid out;
- refusing to provide any further cover;
- requesting the return of any costs already incurred in ascertaining the entitlement to payment.

### **4.2.2 CIS Foundation**

We can view data that the Central Information System Foundation (CIS) in The Hague holds on you. We do so to manage claim levels and combat fraud. The CIS Foundation stores insurance data on behalf of insurance companies. We abide by the CIS Foundations' privacy regulations: [www.stichtingcis.nl](http://www.stichtingcis.nl)

## **4.3 What can you do if you have a complaint about us?**

Our goal is to have satisfied customers who do not have any complaints. Yet it can happen that you have a complaint or that we fail to agree with one another. In that case you can take a number of steps:

- You can submit your complaint to our complaints committee,  
Klachtencommissie De Goudse  
PO Box 9  
2800 MA Gouda, The Netherlands,

and they will make a decision regarding your complaint.

- If you do not agree with the decision made by the complaints committee, then you can submit your complaint or dispute to the Kifid (Financial Services Complaints Institute):  
Stichting Klachteninstituut Financiële Dienstverlening  
PO Box 93257  
2509 AG The Hague, The Netherlands  
Telephone: +31 (0) 900 355 22 48  
website: [www.kifid.nl](http://www.kifid.nl).

If you do not wish to avail yourself of these options or if you are dissatisfied with the way your complaint was handled or the outcome, then you can submit your complaint or dispute to the Dutch courts.

# Glossary

## **Cover**

Being insured, claim on insurance policy.

## **Due date**

The day on which the premium must be paid.

## **End date**

The day up until which the Insurance or insurance policy runs.

## **Insurance**

An insurance refers to an indemnity insurance policy comprising one or more insurance policies.

## **Insured person(s)**

While this may be the policyholder, it can also refer to other persons to whom the insurance policy applies. Therefore, it can also be the spouse or registered partner, for example. The names of these persons do not need to be stated on the insurance policy.

## **Insurance policy/policies**

Within your Insurance you can insure an interest (e.g. your liability), an object (e.g. your home, your furniture) or costs (e.g. an expert's fees).

## **Original country of origin**

The country whose citizenship the insured parties on the policy hold on the day before they are registered with the Municipal Personal Records Database (GBA).

## **Partner**

Spouse or registered partner.

## **Policyholder**

The person who took out the Insurance.

## **Premium**

The insurance premium for the Insurance, excluding or after deduction of any discounts. In addition, you will also pay insurance premium tax (IPT) on the premium.

### ***War risk insurance***

War risk covers:

- Armed conflict: any event in which states or other organised parties engage each other - or in which one party engages another - in conflict, using military force. We also take armed conflict to mean armed action taken by the United Nations' peacekeeping forces.
- Civil war: a more-or-less organised, violent conflict between residents of the same state, involving a significant proportion of the residents of said state.
- Revolt: organised, violent resistance within a state that is directed against the official authority.
- Civil commotion: more-or-less organised, violent actions occurring at various locations within a state.
- Insurgency: a more-or-less organised, local, violent movement that is directed against the official authority.
- Mutiny: a more-or-less organised, violent movement comprising members of the armed forces that is directed against the authority they serve.

### ***We/us/our***

De Goudse Insurance. De Goudse Insurance is a subsidiary of Goudse Schadeverzekeringen N.V.

Goudse Schadeverzekeringen N.V. is registered as an indemnity insurance company with the Dutch Financial Markets Authority (AFM). De Goudse is a provider of insurance policies and other financial products. De Goudse has its registered office at Bouwmeesterplein 1 in Gouda, The Netherlands (postal address: PO Box 9, 2800 MA Gouda, The Netherlands).

### ***You(r)***

The person who took out the Insurance.