

Personal Accident

Special Terms and Conditions Version 1.0

Expat Policy for Foreign Professionals in The Netherlands

Important

Together, the Special Terms and Condition for Personal Accident and the General Terms and Conditions of the Expat Policy for Foreign Professionals in The Netherlands form one whole. The General Terms and Conditions apply to the entire package. This document contains the specific terms and conditions that apply to your Personal Accident insurance policy.

Where can you find what?

Article 1	General	3
1.1	<i>What are you insured against?</i>	3
1.2	<i>Who is insured?</i>	3
1.3	<i>Where are you insured?</i>	4
Article 2	What does our Personal Accident insurance policy cover?	5
2.1	<i>What is insured?</i>	5
2.2	<i>What is not insured?</i>	6
Article 3	What to do if you have an accident	8
3.1	<i>What obligations apply to you, the beneficiaries and insured persons?</i>	8
3.2	<i>Who are the beneficiaries?</i>	9
3.3	<i>How do we determine the amount of compensation?</i>	9
3.4	<i>Were you already ill or disabled before the accident?</i>	12
3.5	<i>Maximum compensation amounts</i>	12
Article 4	What else is important for you to know?	13
4.1	<i>Damages covered elsewhere</i>	13
4.2	<i>Birth of a child</i>	13
4.3	<i>Termination of this insurance policy</i>	13
	Glossary	14

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.

General

1.1 What are you insured against?

Under our Personal Accident insurance policy, you are automatically insured for the following insurance components:

	Article
– Death	2.1.1
– <u>Permanent Disability</u>	2.1.2
– <u>Medical expenses</u>	2.1.3
– Dental expenses (up to 18 years of age)	2.1.4

In addition, you can choose from the supplementary insurance policies listed below.

1.2 Who is insured?

The insurance policy sheet will tell you whom the cover applies to. There are 4 options, namely:

- Single
- Single parent family
- Family without children
- Family with children

Single

The insurance policy only applies to:

- you as the policyholder;

Family

The insurance policy applies to:

- you as the policyholder;
- your spouse or registered partner, who travelled to the Netherlands with you;
- the persons whom you live with as a family (albeit excluding children).

Single/Family with children

The cover for single parents applies to those children of the policyholder who travelled to the Netherlands with him or her. The cover for families applies to those children of the family members who travelled to the Netherlands with the family.

The insurance policy applies to:

- minor children who travelled to the Netherlands, which also includes foster children and stepchildren;
- adult, unmarried children, including foster children and stepchildren, providing these children:
 - live with you;
 - are living away from home in the Netherlands to study (full-time, daytime classes);
- unmarried children who travelled to the Netherlands, which also includes foster children and stepchildren living in a nursing home in the Netherlands. This nursing home must be recognised by the government.

1.3 *Where are you insured?*

This cover is valid in the Netherlands.

Article 2

What does the Personal Accident insurance policy cover?

This Article details what the Personal Accident insurance policy covers. You will see what is covered and what is not.

2.1 What is insured?

Basic insurance policy

2.1.1 Death

We will pay out compensation as a result of your death due to an accident. This must be the direct and sole result of the said accident. The compensation will be paid to the beneficiary or beneficiaries.

If you already received compensation because you became permanently disabled as a result of this same accident, then we will deduct this amount from the amount of compensation in the event of death.

In the case of insurance policies with family cover, if both parents die as a result of the same accident, we will increase the insured amounts by 100%.

The maximum insured amount is €15.000 per insured person.

2.1.2 Permanent disability

We will pay compensation, if you are left disabled by an accident. This must be the direct and sole result of the said accident. The amount of compensation we pay will be a percentage of the insured amount. We will determine the amount of your payment based on the degree of permanent disability.

If you are involved in an accident that leaves you permanently disabled, your disability percentage is assessed as 60% and the maximum insured amount is €75.000 per insured person, then your compensation will be 60% of €75.000, i.e. €45.000.

If we have not yet determined the amount of your compensation and you die due to a cause other than the accident, there is still an entitlement to compensation for permanent disability. In that case we will determine the amount of the payment based on the expected degree of disability, if you had not passed away.

Insured amount

The maximum insured amount is €75.000 per insured person.

2.1.3 *Medical expenses*

We will reimburse any necessary medical expenses insofar as these are for your own account and are required due to treating the injury caused by the accident. The maximum amount of compensation per insured person is €1.000.

2.1.4 *Dental expenses (not for adults)*

We will compensate dental expenses incurred due to an accident for each child. The maximum amount of compensation for each damaged tooth or molar is €300.

The treatment should take place immediately after the accident. If it is not possible to be treated immediately and the treatment must be deferred, then in any case the treatment must commence before the child reaches the age of 19 and it must be completed within one year. In that case you will require a statement from a dentist stating:

- the number of damaged teeth and/or molars,
- which dental treatment will take place in the future,
- the cost of the treatment, if it had been possible to carry this out immediately after the accident.
-

Compensation of dental expenses does not include the cost of being treated by an orthodontist and of making and/or repairing dentures or false teeth.

2.2 *What is not insured?*

While we provide a wide range of cover, we cannot cover everything. This section details the exclusions that specifically apply to the Personal Accident insurance policy. It also details the cases in which we will make an exception to these exclusions.

2.2.1 *What exclusions are in place?*

You cannot make a claim under the insurance policy if:

1. an insured person or another person with an interest in the compensation provides us with a false account of the situation or makes a false statement;0
2. the accident arises due to the intent or with the approval of you, another insured person or another person who has an interest in the compensation;
3. the accident arises due to you committing a crime, participating in a crime or attempting to do so or
4. the accident arises due to you recklessly endangering your life. If you endanger your life because this was necessary on reasonable grounds:
 - for the proper performance of your job;
 - on the basis of legitimate self-defence or
 - because you were attempting to rescue other people, animals or property,then we will pay out compensation.
5. you die due to a mental disorder of any kind whatsoever and it can be medically demonstrated that the mental disorder is the direct result of injury sustained in the accident, then we will pay out compensation.
6. you die or become permanently disabled because you were under the influence of alcohol, drugs or medication at the time of the accident, we will pay compensation if you are using this medication on prescription from your doctor and if you followed the instructions.
7. the accident arises because the driver of a motor vehicle or a vessel in which you were a passenger at the time of the accident was under the influence of alcohol, drugs or medication.

8. you die or become permanently disabled if you contract the pathogen from an insect bite or sting. Malaria is an example of such a pathogen.
9. you die or become permanently disabled as a result of a medical treatment that is not the result of an accident for which you have cover.
10. you are younger than 23 years of age and die as a result of an accident involving a motor with cylinder contents of 50 cl. or more.
11. the accident arises because you work with wood-processing machines. This only applies if this work is the main component of your professional activities.
12. the accident arises while you are driving a motorised airplane or a glider.
13. the accident arises while you are practising a dangerous sport. This refers to:
 - a. mountain-climbing and mountain-hiking across terrain unsuitable for inexperienced climbers or hikers;
 - sea-sailing, hydro-speed, rafting and wild rafting;
 - competitions involving motor vehicles, vessels, mopeds or bicycles, if the element of speed is dominant in the competitions;
 - bungee-jumping;
 - kite-surfing, paragliding, parachute-jumping and related sports;
 - practising sports without professional supervision, if this is actually required, given your experience and the nature of the sport. This includes martial arts and self-defence sport, mountain, flying, winter and (under)water sports.
14. the accident arises while practising sports as a (sideline) job.
15. the accident arises directly or indirectly, is prompted or worsened by the risk of war.
16. the accident is caused by, happens during or ensues from a nuclear reaction, regardless of how the reaction was caused. This exclusion does not apply to accidents caused by radioactive nuclides situated outside of a nuclear installation and used or intended for use in industrial, commercial, agricultural, medical, scientific, educational or (non-)military security purposes, providing there is an authorisation in force, issued by any government body, for making, using, storing and disposing of radioactive substances. A nuclear installation is defined as a nuclear installation in the sense of the Dutch Nuclear Accidents Liability Act (Statute Book 1979-225), as well as a nuclear installation on board a ship.
17. the accident takes place because you:
 - were ill;
 - were in an abnormal physical state;
 - were in an abnormal mental state.¹
18. there are the following kind of injuries:
 - hernia
 - low back pain (lumbago)
 - protrusion of an intervertebral disc (hernia nuclei pulposi)
 - crepitus tendonitis (Tendovaginitis crepitans)
 - muscle strain
 - whiplash
 - inflammation of the weak sections around the shoulder joint (Periarthritis humeroscapularis)
 - tennis elbow (Lateral epicondylitis)
 - golf elbow (Medial epicondylitis)

¹ This does not apply if this condition was the result of an accident for which this insurance policy offers cover.

Article 3

What to do if you have an accident

3.1 What obligations apply to you, the beneficiaries and insured persons?

3.1.1 Policyholder's and beneficiaries' information obligation

In the event of death

The policyholder or a beneficiary will immediately inform us if an insured person dies as a result of an accident. This notification should take place at least 48 hours prior to the burial or cremation.

In the event of disability

The policyholder will inform us as soon as possible of an accident from which an entitlement to compensation for permanent disability can arise. The policyholder will do so within 3 months of the accident at the latest. If the policyholder reports the accident later than 3 months after the accident, then there will only be an entitlement to compensation if you can demonstrate we would have been obligated to pay compensation if the notification had been made on time.

Other cover

If you wish to apply for the other cover provided by this Personal Accident insurance policy, then you should notify us of this as soon as possible, albeit within 3 months of the accident at the latest. After this period has elapsed, it is no longer possible to apply for this other cover.

3.1.2 Beneficiaries' duty of cooperation

If an insured person dies as a result of an accident, then the beneficiaries are obligated to provide their cooperation so as to carry out the investigation to determine the cause of death.

3.1.3 Insured persons' obligations

You are obligated to:

- seek medical treatment immediately if this is required on reasonable grounds;
- do everything possible to encourage your recovery;
- follow the prescriptions of the doctor who treats you;
- have yourself examined by a doctor designated by us, at our request;¹
- admit yourself to a hospital or another medical institution designated by us for an examination, at our request;¹
- provide us with any details we require;
- provide any experts designated by us with any details they require;
- disclose any facts and circumstances that may be important in determining your entitlement to compensation;
- inform us in a timely fashion if you are travelling abroad;
- hold a Dutch or own country health insurance policy.

¹ The cost of these examinations and hospital admissions are at our expense.

3.1.4 Policyholder's obligations

The policyholder must provide his or her full cooperation, in accordance with the obligations of insured persons contained in Article 3.1.3.

3.1.5 What will happen if you do not comply with your obligations?

We will not provide any cover if the obligations contained in Articles 3.1.1 to 3.1.4 have not been complied with.

3.2 Who are the beneficiaries?

3.2.1 In the event of death

If you die as a result of the accident, we will pay out the compensation to your partner. If you do not have a partner, then we will pay out the compensation to your heirs.

3.2.2 In the event of permanent disability

If you become permanently disabled as a result of an accident, we will pay you compensation. If you die before we pay you compensation, then we will pay out the compensation to your partner. If you do not have a partner, then we will pay out the compensation to your heirs.

3.2.3 Other scenarios

With regard to any other insurance component for which you are automatically insured, the payments will be made directly to you.

3.2.4 The State of the Netherlands

The State of the Netherlands can never be the beneficiary.

3.3 How do we determine the amount of your compensation?

3.3.1 If you die

In the event of death, we will assume one of the following two situations:

1. If the percentage of permanent disability could not be determined and you die as a result of the accident or due to complications or deteriorations resulting from the accident, then we will consider this accidental death and the insured sum will apply in the event of death.
2. If you die as a result of the same accident after the percentage of permanent disability has been determined, then the maximum applicable amount of compensation as from that time is the amount of compensation you were entitled to at the time of death.

If payments have already been made in connection with permanent disability and the total amount is higher than the amount of compensation in the event of death, we will not request repayment of the difference.

3.3.2 If you become permanently disabled

What does your compensation payment depend on, in the event of permanent disability?

The manner in which we determine the amount of compensation depends on:

- the body part or organ that was damaged in the accident;
- the state of the body part or organ: whether it was lost or rendered unusable;
- the degree to which the body part or organ was lost or rendered unusable: and whether or not this is partial or full loss or loss of use.

Please note:

In the case of adults aged 65 or above, the amount of compensation will be halved.

In what cases are the compensation percentages fixed?

In the event of complete loss or loss of function

Below you can read what the fixed compensation percentage is in the event of the complete loss or loss of function of certain organs or body parts.

Organs and body parts	Compensation percentages for your insured amount
sight in both eyes	100%
sight in one eye	30%
sight in one eye if we have already paid compensation for the loss of sight in your other eye	70%
hearing in both ears	60%
hearing in one ear	25%
hearing in one ear if we have already paid compensation for full deafness in the other ear	35%
one arm (including forearm, hand and fingers)	75%
one arm (including forearm, hand and fingers)	70%
one hand (including fingers)	60%
one thumb ¹	25%
one index finger ¹	15%
one middle finger ¹	12%
one ring finger ¹	10%
one little finger ¹	10%
one leg (including lower leg, foot and toes)	70%
one lower leg (including foot and toes)	60%
one foot (including toes)	50%
one big toe	5%
any other toe	3%
the spleen	5%
sense of taste and/or smell	10%
a kidney	10%

¹ In the event of the loss of or loss of power in more than one finger, you will never receive a greater amount of compensation than if you had lost or lost the power in your whole hand.

In the event of complete loss or loss of function

If this involves the partial loss or partial loss of function of the organs or body parts listed in Article 3.3.2 'In the event of complete loss or loss of function', then we will pay out an equal portion of compensation.

What are the payment percentages in other cases?

If the cases involve permanent disability other than those listed in Article 'In the event of complete loss or loss of function', then the compensation percentage will be equal to the degree of the loss or loss of function for the whole body.

If a child under the age of 18 loses half of the visible portion of permanent dentures, then we will pay compensation for permanent disability in the amount of 1% of the insured amount per tooth or molar.

How do we determine the degree of the loss or loss of function in other cases?

We will determine the degree of the loss or loss of function using the medical data. If this requires a medical examination, then this examination must take place in the Netherlands.

The degree of loss of functionality will be determined:

- in accordance with objective standards;
- without taking account of professional activities;
- in accordance with the latest edition of the 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (A.M.A.) at the time of determining the degree of loss (of function); and
- any supplementary Dutch guidelines to this compiled by a scientific society of medical specialists.

Do medical devices count?

When determining the degree of loss, we assume a scenario that does not include any external artificial or medical devices but may well include any artificial or medical devices placed internally.

Within what period will we determine your compensation percentage?

We will determine the compensation percentage as soon as the condition has stabilised. In any case, however, this will be within two years of the date of the accident. This is not applicable if there is a different agreement between the insured person and us.

Will we reimburse interest?

If we cannot determine compensation percentage within one year of the accident, then we will pay statutory interest on the amount of compensation paid out. We will do so as from the 366th day after the accident. You will receive the interest at the same time as the payment of compensation.

If you do not report the accident within 3 months of the accident and this results in the compensation percentage being determined later than it would have been in the event of timely notification, then we will not reimburse any interest for the period of the delay.

3.3.3 Other insurance components

Medical and dental expenses

We will reimburse the damages for medical and dental expenses on the basis of bills which you will send to us.

3.4 **Were you already ill or disabled before the accident?**

3.4.1 *Did your illness or disability increase the consequences?*

If the consequences of the accident were increased by the following circumstances:

- illness of or negligence on the part of the insured party;
- the insured person has an abnormal physical or mental condition;

then with regard to your payment, we will assume the consequences the accident would have had if you were entirely healthy. We will only make an exception to this if these circumstances are the result of an accident for which we paid compensation or must still pay compensation, on the basis of this insurance policy.

3.4.2 *Has your disability deteriorated?*

If you were already ill or disabled before the accident, then we will pay out the difference between the degree of permanent loss (of function) before and after the accident. In that case we will determine the degree of permanent loss (of function) as detailed in Article 3.2.3.2 of this supplementary insurance policy.

3.4.3 *Has your illness deteriorated?*

If your existing illness has deteriorated as a result of the accident, then we will not pay you any compensation for this. The exception stated in Article 3.4.1 will not influence this.

3.5 **Maximum compensation amounts**

If you have one or more accidents within the duration of this insurance policy, then the total amount that we pay out will never be more than the insured sum for permanent disability stated on your insurance policy sheet.

If multiple insured persons are involved in the same accident, then the maximum amount of compensation that we will pay is €500.000 per incident.

Article 4

What else is important for you to know?

4.1 Damages covered elsewhere

If the expenses, damages and compensations referred to in Articles 2.1.3 and 2.1.4 are also fully or partially covered elsewhere:

- under one or more insurance policies;
- pursuant to a government regulation;
- a subsidy regulation;
- or another contract;

or if the damages would be fully or partly covered if this Personal Accident insurance policy did not exist, then in that case we will only provide cover for those damages in excess of the amount for which you could make a claim.

4.2 Birth of a child

Children born during the duration of this insurance policy are insured as from their date of birth. You must provide us with the child's name and date of birth immediately after its birth. If you do not have family cover, then your cover will be increased to family cover.

4.3 Termination of this insurance policy

In addition to the cancellation options detailed in the General Terms and Conditions of the Online Personal Package, you can cancel the insurance policy:

4.3.1 In the event of death

If one of the insured persons dies, the cover will end as soon as you inform us of his or her death.

4.3.2 In the event of permanent disability

The cover for permanent disability will automatically end for an insured person as soon as the disability is determined to be 100% disability.

4.3.3 No longer resident in the Netherlands

Cover under the insurance policy will automatically end for an insured person if you no longer reside in the Netherlands. The cover will expire on your date of departure from the Netherlands.

4.3.4 Our cancellation options

We can only cancel the insurance policy pursuant to Article 2.3.3 f and from the General Terms and Conditions for the Personal Package. The other cancellation options from Article 2.3.3 are not applicable.

Glossary

Accident

By accident we mean a sudden and unexpected external force that affects your body. This must involve bodily injury that can be medically assessed and that is the result of force.

Accident also refers to:

- a. a. acute poisoning. You are acutely poisoned by suddenly and involuntarily ingesting or inhaling:
- gases
 - vapours
 - liquid or
 - solid materials

If you are poisoned as a result of using medicines or if you ingest or inhale allergens, we will not pay you compensation.

- b. Contamination due to germs or an allergic reaction. You must have been contaminated or had an allergic reaction as a direct result of involuntarily falling into water or another substance or because you came into contact with the water or substance in order to rescue people, animals or property.
- c. The sudden and accidental ingestion of substances or objects into the digestive tract, the respiratory system, the eyes or ears, causing internal injury. This does not include the penetration of germs and allergens.
- d. Suffocation, drowning, freezing, sunstroke, heat stroke.
- e. Exhaustion, starvation, dehydration and sunburn. Only if these are the result of unforeseen circumstances.
- f. Wound infection or blood poisoning. These must have been caused by germs entering a wound. This only applies if this injury is the result of an accident for which there is cover.
- g. Worsening of or complications from an injury. This injury must be the result of an accident for which there is cover. And the exacerbation or complications must be the direct result of first aid or medical treatment.

Artificial or medical devices

These include aids used to accommodate a physical limitation, as well as artificial limbs, crutches, walkers, glasses and contact lenses.

Beneficiary/Beneficiaries

Those person(s) to whom compensation must be paid, in accordance with the terms and conditions.

Hospital

An institution dedicated to caring for, examining and treating ill persons, situated in the Netherlands and recognised by the government.

Injury

Wounding, fracture or other damage to the body.

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, registered partner, children or housemates, for example.

Medical expenses

We define these expenses as the cost of:

- visiting a doctor or specialist;
- treatments and examinations prescribed by the doctor;
- medicines and dressings prescribed by the doctor;
- admission to and treatment and care in a hospital, based on the lowest class of these;
- transport to the nearest hospital or doctor;
- the first prostheses you require following an accident and prescribed by a doctor.

Partner

Spouse or registered partner.

Permanent disability

Permanent, full or partial loss (of function) of an insured party's body part or organ. In this regard, we do not take the profession or work disability of an insured party into account.

Policyholder

The person who entered into the insurance policy agreement. If you are entitled to compensation within the terms and conditions, this will be paid to you.

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 entered into the insurance policy contract and the person to whom the insurance policy also applies. Therefore, it refers to both the policyholder and other insured persons.