

Policy terms and conditions Accident insurance for private individuals (OVP)

These policy terms and conditions form an integral part of the Hoeksche Waard Total insurance for Private individuals (HWTP). If there are any differences between the HWTP terms and conditions and this product, the terms and conditions of this product apply.

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1 Description of terms

1.1 Insured parties

Besides yourself as policyholder, several other people are automatically covered by your insurance policy. In these terms and conditions we refer to these persons as ‘insured’

or ‘co-insured’. The actual persons insured depends on your family situation as stated on your policy schedule. Below you will find the insured parties per family situation.

Insured parties	Family situation			
	Single person without children	Family without children	Single person with children	Family with children
Policyholder (you)	X	X	X	X
All persons with whom you live together as a family unit		X		X
Minor children including foster children and stepchildren			X	X
Unmarried adult children, including foster and stepchildren, younger than 27 years of age and who live with you at home or who live away from home for studying			X	X

1.2 Accident

With an accident we mean that you or a co-insured suffered a sudden unexpected external act of violence on the body. This caused you or a co-insured to sustain a medically demonstrable physical injury or you, or your co-insured, dies. This injury or death is a direct and immediate consequence of the external act of violence.

Under accident we also understand the following events, if these occur suddenly and unexpectedly:

- suffocation, drowning, freezing, sunstroke, heatstroke, sunburn, exhaustion, starvation, dehydration and decompression illness (caisson disease);
- acute poisoning by inhalation or ingestion of gases, vapours, liquids or solids;
- internal injury, wound infection or blood poisoning as a direct result of pathogens or allergens that have penetrated the body due to:
- an accident that is covered by this insurance policy;
- an involuntary fall into water or another substance;
- a jump into water or another substance in order to rescue or attempt to rescue people, pets, animals or property.
- internal injury as a direct consequence of ingesting harmful substances or from objects that have entered your digestive tract, airways, eyes or ears. This does not concern pathogens or allergens;
- complications or exacerbation of physical injury as a direct result of the first aid or medical treatment you (or a co-insured) received after an accident. This must concern an accident that is covered by this insurance policy.

This insurance policy covers accidents in all countries of the world.

1.3 Physical injury

By physical injury we mean a medically demonstrable damage to an organ or other part of the body.

1.4 Loss of function

By loss of function we mean that an organ or other part of your body, or that of a co-insured, is damaged by the accident in such a way that it does not function as well as it did before the accident, if at all.

2 Description of the cover

2.1 Cover in the event of permanent disability

2.1.1 Who is insured?

You can read who is insured by your insurance policy in section 1 of these terms and conditions and on your policy schedule. For cover to apply, these insured parties must live in the Netherlands and not be older than 75 years.

2.1.2 What is insured?

This cover entitles you, or a co-insured, to compensation if you, or your co-insured, becomes permanently disabled as a result of an accident, or suffers from post-whiplash syndrome or post-concussion syndrome. This accident must have happened after this cover commenced.

By permanent disability we mean that an organ or other part of your body, or that of a co-insured, is damaged by the accident in such a way that it does not function as well as it did before the accident, if at all. This is called loss of function of these organs or parts of your body.

2.1.3 How will you determine my compensation?

To determine your compensation, we must first assess the extent that you, or your co-insured, have become permanently disabled as a result of the accident. We will do this in a medical examination in the Netherlands. In this examination, we will look at the extent to which that the part of your body or organs, or that your co-insured, do not function as well as it did before the accident, if at all. We do not take into account externally placed artificial aids or

devices. Our medical adviser will only take these into account if they are placed internally or implanted.

2.1.4 When will you determine my compensation?

We determine your compensation as soon as we know the extent that you, or your co-insured, have become permanently disabled as a result of the accident, and as soon as it is clear from a medical point of view that your situation will not change further.

If your situation has not stabilised after two years, we will make a decision, unless we make other arrangements with you on this matter.

2.1.5 How much compensation will I receive?

If you, or your co-insured, can no longer use an organ or other part of your body as a result of the accident, this is called complete loss of function. In that case, your compensation will be a percentage of the insured sum for permanent disability. The exact amount will depend on which organ or part of your body is affected. You can find all the percentages in the following table. Your insured sum is stated on your policy schedule.

If the organ or body part still functions partially, this is called partial loss of function. We express this as a percentage. We multiply this percentage by the amount that you would receive in case of complete loss of function of the organ or body part concerned. The outcome is the compensation that you will receive.

In most cases, for both complete and partial loss of function, we will ask you to have a medical examination so we can determine the exact degree of function loss.

If several organs or parts of your body, or that of your co-insured, are affected by the accident, then we will determine the compensation for each organ or part of the body separately. In total, however, you will never receive more than 100% of the insured sum for permanent disability.

Parts of the body, organs, and disorders table

Organ, part of the body or disorder	Percentage of the insured sum you will receive
Complete blindness or loss of both eyes	100%
Blindness or loss of one eye (the other eye is not damaged)	30%
Blindness or loss of one eye (the other eye was already blind)	70%
Complete deafness or loss of both ears	60%
Deafness in/loss of one ear (the other ear is not damaged)	25%
Deafness in/loss of one ear (the other ear was already deaf)	35%
One arm	75%
One hand or more than three fingers of that hand	60%
A thumb	25%
An index finger	15%
A middle finger	12%
A ring finger	10%
A little finger	10%
A leg	70%
A foot	50%
A big toe	5%
Other toe	3%
The spleen	5%
The sense of smell	5%
The sense of taste	5%
A kidney	10%
Post-whiplash syndrome	5%
Post-concussion syndrome	5%

Example: Your insured sum is € 100,000. An accident causes permanent injury to your thumb.

Following a medical examination we determine that you have 50% loss of function. If you had complete loss of function, according to the table you would receive 25% of the insured sum. Your compensation will therefore amount to: $50\% \times 25\% \times € 100,000 = € 12,500$.

2.1.6 How and when will you pay me my compensation?

When we have established the amount of the compensation we will pay this in a single payment to the insured person

who had the accident. In consultation with the insured we may make an advance payment.

2.1.7 Will I receive interest on my compensation?

If it takes more than one year before we have established the amount of your compensation, or that of your co-insured, for example, because your physical situation is still not stable after one year, then you will receive interest on the compensation you eventually receive. Interest will be calculated from the 366th day after the accident.

The interest rate is equal to the statutory interest applicable at the time we determine your compensation. After one year, we will also pay interest on this interest.

2.1.8 What criteria do we use to determine your disability?

When we determine the extent of your disability and loss of function we use the latest edition of the 'Guides to the Evaluation of Permanent Impairment' by the American Medical Association (AMA).

If necessary we also refer to guidelines of Dutch specialist associations. We determine the loss of eyes and/or sight according to the standards and definitions used in the Netherlands. We may engage an expert to determine the extent of your disability.

2.1.9 How do we determine your compensation if you die prematurely?

If you, or your co-insured, dies before we have determined the compensation for permanent disability, and this death is not related to the accident, then we will determine your compensation based on the expectations of your permanent disability before you died. We will base these expectations on the medical reports that were drawn up prior to your death.

2.1.10 How do we determine your compensation if you were already (partially) disabled before the accident?

If you, or your co-insured, had partial loss of function of one or more parts of your body or organs before the accident, and the situation has worsened structurally due to the accident, then we will determine your compensation based on the difference between the loss of function of those parts of the body prior to and after the accident. We determine this loss of function in the same way for both situations.

2.1.11 How do we determine your compensation if you were already ill before the accident?

If you, or your co-insured, were already ill, or you were suffering from a condition, or your physical and/or mental condition was other than normal at the time of the accident, then it may be that the consequences of the accident may be greater than usual, or that your situation is aggravated by the accident. However, we will not take this into account when establishing the extent of your disability and determining your compensation.

2.1.12 Do we take your profession into account?

When determining the amount of your compensation we do not take your profession, or that of your co-insured, into consideration.

2.2 Cover in the event of death

This cover only applies if this is stated on your policy schedule.

2.2.1 Who is insured?

You can read who is insured by your insurance policy in section 1 of these terms and conditions and on your policy schedule. For cover to apply, these insured parties must live in the Netherlands and not be older than 75 years.

2.2.2 What is insured?

This cover entitles you, or a co-insured, to compensation if you, or he/she, dies as a direct result of an accident. This accident must have happened after this cover commenced.

2.2.3 How much compensation will I receive?

The compensation is equal to the insured sum for death. You will find this amount on your policy schedule. If the insured person who died had already received compensation for permanent disability for the same accident, then we will deduct this amount from the compensation for death.

2.2.4 To whom will you pay the compensation?

We will pay the compensation to the beneficiary stated on your policy schedule. If no beneficiaries are mentioned in your policy schedule, then we will pay the compensation to the deceased's spouse or registered partner, or to the person with whom the insured was cohabiting. If at the time of death, the insured person did not have a spouse, registered partner and was not cohabiting with anyone, then we will

pay the compensation to the legal heirs. We will never pay compensation to a government body.

2.3 Cover for dental treatment

This cover only applies if this is stated on your policy schedule.

2.3.1 Who is insured?

You can read who is insured by your insurance policy in section 1 of these terms and conditions and on your policy schedule. For cover to apply, these insured parties must live in the Netherlands and not be older than 18 years.

2.3.2 What is insured?

This cover entitles insured parties under the age of 19 to compensation for dental treatment that has become medically necessary as the result of an accident. This accident must have happened after this cover commenced. For example this includes dental treatment or replacement of orthodontic devices, frames, bridges, crowns, and post and core restorations with crown.

2.3.3 How much compensation will you receive?

You will receive compensation for the cost of the dental treatment, subject to a maximum of €1,500 per accident. We may engage an expert to determine the extent of the damage to your teeth.

2.3.4 What is not insured?

The following are not covered:

- repair or replacement of removable dentures that the insured already had before the accident;
- all treatment conducted after the insured has reached the age of 19.

3 Exclusions

In some cases not receive any compensation after an accident. We call this an exclusion. You will find information about the general exclusions from our insurance policies in the Exclusions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions. The specific exclusions to this Accident insurance for private individuals policy are given below.

3.1 High-risk sports

You are not insured for accidents that occurred during:

- mountain tours on glaciers without an authorised guide;
- sports climbing;
- participation in or training for speed trials with motor vehicles, motor boats or bicycles.

3.2 High-risk work and professions

You are not insured for accidents that occurred during:

- work on a drilling rig;
- work in one of the following professions: circus employee, ship cleaner, roofer, thatcher, slate roofer, diver, facade cleaner, demolisher, slaughterer, boner, or seafarer.
- practising sport as a profession or secondary profession.

3.3 In aircraft

You are not insured for that occurred while you, or a co-insured, were in an aircraft. If you, or your co-insured, are lawfully on board an aircraft as passenger, then you are insured for any accidents.

3.4 Psychological disorder

You are not insured for accidents that you, or a co-insured, incur because you, or he/she, has a psychological disorder. If this condition is a direct consequence of brain damage that you, or your co-insured, suffered during an insured accident, then you are insured for such accidents. The condition for this cover to apply is that this brain damage is medically demonstrable.

3.5 Medical treatment

You are not insured for psychological damage or physical injury that you, or a co-insured, incur as a result of first aid and/or medical treatment. If this first aid or treatment was necessary following an insured accident, then you are insured for this.

3.6 Use of alcohol or drugs

You are not insured for accidents that have occurred because you, or a co-insured, have used alcohol or drugs. It must be plausible that the accident was actually caused by the use of these substances. We will assume that this is the case if you, or your co-insured, had more than 80 milligrams of alcohol per 100 millilitres of blood at the time of the accident.

If you can make it plausible that the accident would have happened without this alcohol consumption, then you are insured for this accident.

You are also insured in the following cases:

- The insured who used alcohol or drugs did this on a doctor's prescription and followed the instructions and information given in the patient leaflets accompanying these products.
- The insured who is affected by the accident is not the insured who caused the accident under the influence of alcohol or drugs. This insured person could not have known that the other insured was under the influence of alcohol or drugs and did not have to take the consequences of this into account. If the insured person was aware of the alcohol or drug consumption of the other insured, then he/she will not receive any compensation for this accident.

3.7 Deliberate act

You are not insured for accidents caused by intentional unlawful acts or omissions towards other persons or objects by:

- you or a co-insured; or
- one or more persons in a group to which you or a co-insured belonged. This also applies if you or your co-insured have not acted unlawfully or failed to act in such a manner.

Neither is it relevant whether the accident was fully or partly caused by the use of alcohol, drugs or medicines.

3.8 Reckless conduct

You are not insured for accidents that have occurred because you, or a co-insured, acted recklessly or failed to take certain actions whereby you endangered your life or body. However, if you did this, lawfully or otherwise, to defend yourself or to save yourself, others, animals or property, then you are insured for this accident.

3.9 Riding a motorbike

You are not insured if:

- the insured person affected by the accident is younger than 23 years; and
- the accident was caused by, or is related to, the fact that this insured person was driving a motorbike or scooter with a cylinder capacity of more than 50 cc.

3.10 Physical condition

You are not insured for the following physical conditions that occur as a result of an accident:

- abdominal hernia, including inguinal hernia;
- lower back pain (lumbago);
- spinal disc herniation (hernia nuclei pulposi);
- tendovaginitis;
- muscle strain;
- partial muscle or tendon rupture;
- shoulder joint disorders (periarthritis humeroscapularis);
- tennis elbow (epicondylitis lateralis);
- golfer's arm (epicondylitis medialis).

4 Damage

You can read about your obligations and what to expect from us in the event of an accident in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

5 Premiums

5.1 Payment of premiums

You can find information about premium payment in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

5.2 Penalties for failure to comply with payment obligations

You can read about the consequences of failure to pay your premium (on time) in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

5.3 Restitution of premium

You can find information about premium restitution in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

5.4 Premium calculation

You can find information about how we determine your premium in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

6 Review of rates and/or terms and conditions

You can find the rules regarding the review of rates and/or terms and conditions in the Review of rates and/or terms and conditions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

7 Changes to the risk

You must notify us as soon as possible of any changes that are significant to the insurance policy, but no later than two months of the change. This concerns the following changes:

- Moving abroad**
If you move abroad we will terminate your insurance within one month of you informing us of your move.
- Changes to your family situation**
This insurance policy is tailored to the family situation stated on your policy schedule. If the composition of your family changes such that this situation no longer applies, please inform us as soon as possible.
- Other beneficiary or beneficiaries**
The beneficiaries are those persons who will receive your compensation if you, or a co-insured, die as the result of an accident. These beneficiaries are stated on your policy schedule. If you would like to appoint another beneficiary, you can inform us of this at any time.
- Alternative insured sum**
The compensation that you, or a co-insured, receive in the event of an accident, will depend on the insured sum that you have agreed with us. You will find this amount on your policy schedule. If you would like to change this insured sum, you can inform us of this at any time.

If this change means that you have to pay additional premium or that you have paid too much premium, we will settle this amount with you.

8 End of the insurance policy

You can find the conditions for terminating the insurance policy in the End of insurance policy section in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms).

9 Supplementary policy provisions

9.1 Personal data

You can find information about the use of personal data in the Supplementary policy provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

9.2 Governing law

This insurance policy is governed by the laws of the Netherlands.

9.3 Complaints

You can find information about our complaints procedure in the Supplementary policy provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

10 Terrorism

You can find information about cover following an act of terrorism in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions in the Exclusions section under paragraph 3.1.3 Terrorism.