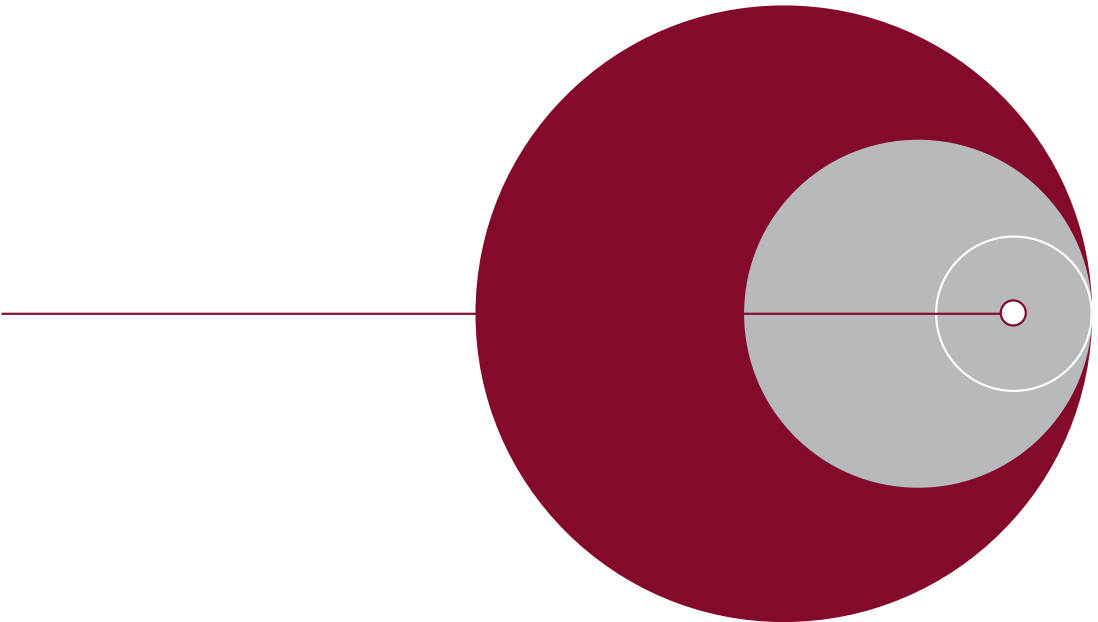




# Insurance Certificate for Students (ICS 2008)

Policy Terms and Conditions



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# 1 Definitions and General Terms and Conditions ICS2008

This agreement complies with the requirement of uncertainty within the meaning of Section 7:925 of the Dutch Civil Code [Burgerlijk Wetboek, BW], if and insofar as the damage sustained by the Insured Person or one or more third parties for which a claim for payment is made against the Insurer or an Insured Person is the result of an event of which it was uncertain for the parties when the insurance policy was taken out that damage resulting from that event would occur for the Insured Person or one or more third parties or would occur in the normal course of circumstances. Damage that does not meet the above requirement of uncertainty is not covered. Insofar as there is no intention to mislead the Insurer on the part of the Policyholder, the Insurer shall not invoke the voidability of the insurance agreement.

## 1.1 DEFINITIONS

### 1.1.1 Policyholder

The body/organisation that has issued the Insurance Certificate or the person who has requested the insurance on his own account.

### 1.1.2 Insurance Certificate

The document issued to individual students who are eligible for insurance.

### 1.1.3 Eligible Persons

Any person and his/her family members, regardless of their nationality, who is taking a recognised course of study or internship or is teaching temporarily outside his/her own country shall be eligible for the ICS2008 insurance policy.

### 1.1.4 Insured Person

The person whose personal details are given on the Insurance Certificate. The insurance policy is non-transferable.

### 1.1.5 Broker

Aon Consulting, Expatriate Services Department, The Netherlands.

Correspondence address	Visiting address	E-mail
Postbus 1005 NL-3000 BA Rotterdam	Admiralteitskade 62 NL-3000 ED Rotterdam	students@aon.nl

### 1.1.6 Insurers

AEGON Schadeverzekering N.V. (60%) and Ace European Group Limited (40%) for the categories medical costs (Section 2), accidents (Section 3), extra costs and assistance (Section 4), liability (Section 5), household effects and baggage (Section 7). DAS Rechtsbijstand Verzekeringmaatschappij N.V. for the category legal assistance (Section 6).

## **1.2 PAYMENT OF PREMIUM**

### **1.2.1 Payment period**

The premium must be paid within 30 days of the premium and costs being communicated to the Policyholder by means of an invoice. The invoice may be sent by e-mail. If the premium and costs are not paid on time, no insurance cover may be applicable, in which case there will be no right to payment in the event of damage.

### **1.2.2 Outstanding premium**

If the Policyholder fails to comply with the requirements in Section 1.2.1, cover will only commence with effect from the day after the day on which the premium is received and the Broker has confirmed that cover in writing.

## **1.3 REFUND OF PREMIUM**

### **1.3.1 Premature termination**

In the event of the insurance being terminated prematurely otherwise than due to the intention to mislead the Insurers, the current premium will be reduced in an equitable fashion.

## **1.4 DURATION OF INSURANCE**

The insurance shall only apply for the period stated on the Insurance Certificate. Cover shall commence at 0.00 a.m. CET and shall terminate on the final day at 23.59 p.m. CET. The insurance shall also terminate immediately if the Insured Person is no longer eligible for insurance.

**1.4.1** Cover shall commence as soon as the Insured Person leaves his/her actual address according to the period stated on the Insurance Certificate.

**1.4.2** Cover shall terminate on the due date as stated on the Insurance Certificate or so much earlier as the Insured Person returns to his/her actual address in his/her own country.

**1.4.3** Cover in respect of medical costs shall continue during a temporary stay in the country of origin for a period of no more than four successive weeks, commencing on the day on which the Insured Person enters the country of origin, insofar as said temporary stay has to do with a family visit, holiday, or event for which cover is provided as stated in the Section on "Extra costs and assistance".

**1.4.4** If an Insured Person returns to his/her own country permanently, the insurance for the category of medical costs will remain in force until the Insured Person has insured himself/herself for healthcare costs, up to a maximum of 14 days.

**1.4.5** The period referred to in Section 1.4.4 shall automatically cease to apply on the date when the Insured Person has insured himself/herself for healthcare costs or can call on cover by the authorities.

**1.4.6** If the validity of the insurance is exceeded for study reasons, the insurance may be extended and shall be valid accordingly.

## **1.5 AREA COVERED**

The insurance is valid for the whole world.

## **1.6 OBLIGATIONS OF THE INSURED PERSON**

### **1.6.1 Notification and limitation of damage**

As soon as an Insured Person is aware of an event that may lead to the Insurer being obliged to make a payment, he/she shall:

- a notify the relevant Insurer or the Broker as quickly as reasonably possible, giving all details that relate to the damage;
- b refrain from anything from which an admission of fault may be inferred and send all letters or other documents to the Broker within a reasonable period;
- c do everything possible to reduce or limit the damage;
- d provide the Broker with the completed and signed claim form within a reasonable period of time;
- e cooperate in full and refrain from anything that may harm the interests of the Insurer;
- f notify Aon Consulting, Expatriate Services Department, The Netherlands, in advance of any damage amounting to EUR 2250 or more.

## **1.7 GENERAL EXCLUSIONS**

No right to payment shall apply to costs, damage, accidents, or losses:

### **1.7.1 War risk**

that are directly or indirectly related to or caused by or arise from an armed conflict, civil war, rebellion, domestic disturbances, riot, or mutiny. The meaning of these terms shall be those given in the definitions deposited by the Dutch Association of Insurers [Verbond van Verzekeraars in Nederland] with the registry of the District Court in The Hague on 2 November 1981;

### **1.7.2 Hijacking/strike**

that are directly or indirectly related to or caused by the Insured Person knowingly and willingly taking part in a hijacking, strike, rebellion, or act of terrorism;

### **1.7.3 Narcotics**

that arise through the abuse of alcohol or the use of medication, intoxicants, narcotics, or stimulants, other than pursuant to a medical prescription;

### **1.7.4 Nuclear reactions**

that arise through or in connection with nuclear reactions, other than in the course of medical treatment;

### **1.7.5 Non-compliance with obligations**

The insurance will not provide cover if the Insured Person has failed to comply with one or more obligations and insofar as the interests of the Insurer have thereby been damaged. All right to payment shall lapse if the Insured Person fails to comply with one or more obligations with the

intention of misleading the Insurer, unless the misleading does not justify the lapsing of the right to payment;

#### **1.7.6 Intent**

which are attributable to deliberate intent on the part of the Insured Person or of anyone who has an interest in the payment;

#### **1.7.7 Untrue notification**

if the Insured Person or the party with an interest in the payment has given an untrue presentation of matters or an untrue notification, if the insurance would not have been concluded for the same premium and/or conditions if a correct notification had been given;

#### **1.7.8 Deliberate provision of incorrect information**

if the Insured Person or the party with an interest in the payment has deliberately provided incorrect information, if the insurance would not have been concluded for the same premium and/or conditions if correct information had been given;

#### **1.7.9 Basic health insurance**

only if basic health insurance has been taken out.

### **1.8 CLAIM PROCEDURE**

Extra costs (emergency notification centre)

- In the event of your becoming seriously ill or having a serious accident requiring help from your home country or in the event of evacuation, repatriation, transfer of mortal remains, or necessary premature return to your home country, you should contact EuroCross, which is available 24 hours a day. EuroCross can be contacted by calling the following phone number: (+31) (0)71 364 1873. Please have the number of your policy at hand. EuroCross will also ask you for a medical statement in support of your request for assistance. If you are covered, EuroCross will make the necessary arrangements regarding tickets and the cost thereof.
- If you have paid extra travel and/or accommodation costs in advance, you must fill in the General Claim Form (available on the website). Besides the General Claim Form, you must enclose the original tickets and supporting documents.
- Claim Forms should be sent to:  
Aon Consulting, Expatriate Services, t.a.v. Schadeafdeling, Postbus 1005, NL-3000 BA Rotterdam.

Medical costs

- If you have paid medical costs in advance, you must fill in the Medical Claim Form and also enclose the original invoices. If the medical costs concern psychotherapy or long-term psychotherapy or treatment of a chronic illness, you must also enclose an indication and a treatment plan provided by the doctor who is treating you.
- Claim Forms should be sent to:  
Aon Consulting, Expatriate Services, t.a.v. Schadeafdeling, Postbus 1005, NL-3000 BA Rotterdam.
- N.B. The cost of treatment by the general practitioner are covered at the "occasional patient" rate. Registration costs are not covered.

## Accidents

- In the event of death or permanent disability resulting from an accident, you or a close relative must inform Aon as soon as reasonably possible by phone or e-mail. In the event of the death of the Insured Person, the company must be informed as quickly as reasonably possible, but no later than 48 hours prior to the burial or cremation. In the event of death, Aon will request your close relative to provide it with a death certificate or other proof of death and a declaration as to who should receive the death benefit. Aon will pass on the claim to the Insurer Aegon B.V., which will then deal with it further.

## Household effects and baggage

- In the event of damage, loss, theft, burglary, extortion, or robbery, you must always report the matter to the local police and ask them for a copy of your report;
- In the event of damage, loss, theft, burglary, or robbery at an airport, you must always report the matter to the staff of the airline and ask them to provide you with documentary evidence to that effect;
- In all other cases, you should report the matter to the competent body.
- You should fill in the General Claim Form (available on the website). If there is not enough space on the form for a detailed description of the damage, please add a separate description.
- It is important that to provide a full account of how the damage occurred, together with details of the location, date, and time of the loss. You should send in purchase invoices and repair invoices. Indicate the purchase price, type, and purchase date of the lost baggage. If a damaged item cannot be repaired, you must submit a statement by a shopkeeper to confirm this.
- Claim Forms should be sent to:  
Aon Consulting, Expatriate Services, t.a.v. Schadeafdeling, Postbus 1005, NL-3000 BA Rotterdam.

## Liability and legal assistance

- In the event of liability, you should fill in the General Claim Form (available on the website). If there is not enough space on the form for a detailed description of the damage, please add a separate description. You should never admit liability.
- Claim Forms should be sent to:  
Aon Consulting, Expatriate Services, t.a.v. Schadeafdeling, Postbus 1005, NL-3000 BA Rotterdam.
- In the case of legal assistance you must inform Aon as soon as reasonably possible by phone or e-mail. Aon will pass on the claim to DAS, Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V, which will then deal with it further.

### 1.8.1 Other insurance policies

If, assuming that this insurance did not exist and a claim for compensation could be made under any other legislation, provision, or agreement, this insurance shall apply in the last place. If the Insured Person makes a claim against the Insurers in respect of damage, the Insurers will deal with the damage if there is cover. The Insurers will then redress the damage elsewhere.

- 1.8.2 In the event of damage, the Policyholder is obliged, at the request of the Insurers, to provide information regarding other insurance policies of which he/she is aware through which some or all of the insured items are directly insured for the eventuality of the event concerned.



**1.8.3** Section 1.8.1 shall not apply to the category of accidents.

**1.9 PERIOD OF LIMITATION**

A claim for payment shall in any case expire if notification has not been given within 3 years of the point at which the Insured Person or the party having an interest in the payment became aware, or could have become aware, of the event that may lead to the Insurer being obliged to make the payment.

**1.10 DISPUTES**

Disputes regarding this agreement shall be subject to a ruling by the competent court in The Hague, The Netherlands, subject to any appeal, or unless the interested parties agree on another way of reaching agreement.

**1.11 PERSONAL DATA PROTECTION**

The information provided when requesting this insurance and any personal details provided may be included in a database of personal details maintained by Insurers. Details may also be provided to third parties (i.e. general practitioners, pharmacists, etc.) in order to determine whether the Insured Person is in fact insured. Said third parties will only have access to those details that are required for them to carry out their duties. The above use of details shall be subject to the Dutch Personal Data Protection Act [Wet Bescherming Persoonsgegevens, WBP].

**1.12 ADDRESS**

Notifications by the Insurer to the Insured Person shall be legally valid if sent to his/her most recent address as known to the Broker or to the address of the Policyholder.

**1.13 PREVAILING VERSION OF TERMS AND CONDITIONS**

If the terms and conditions for this insurance, or an extract therefrom, are provided in a language other than Dutch, the terms and conditions as given in the Dutch-language version shall prevail.

**1.14 APPLICABLE LAW**

This agreement shall be governed by Dutch law.

**1.15 COMPLAINTS**

There are various ways for you to contact us if you are dissatisfied.

- Aon Consulting, Expatriate Services  
You can contact us at any time. Most problems can then be dealt with quickly and effectively. You can send an e-mail to [students@aon.nl](mailto:students@aon.nl) or you can send your complaint to the following address. Aon Consulting, Expatriate Services, Postbus 1005, NL-3000 BA Rotterdam.
- In writing  
You can submit your complaint in writing to Aon Nederland bv, t.a.v. de Directie, Postbus 518, NL-3000 AM Rotterdam, The Netherlands.
- Internet  
You can also submit your complaint via our website. Please use the complaint form provided at [www.aon.nl](http://www.aon.nl).

*Do you consider that your complaint has not been dealt with effectively?*

Experience shows that Aon deals with the majority of complaints to the complainant's satisfaction. Should we be unable to arrive at a satisfactory solution together, you can submit your complaint to the independent Financial Services Complaints Authority (KiFiD), Postbus 93257, NL-2509 AG The Hague, tel. 0900-fklacht or 0900-3552248 (EUR 0.10 p.m.), e-mail: info@kifid.nl; website: www.kifid.nl. You can also submit the matter to the civil courts.

## **1.16 CLAUSES SHEET TERRORISM COVER**

by the Dutch Terrorism Risk Reinsurance Company (NHT)

### **1.16.1 Definitions**

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

#### **1.16.1.1 Terrorism:**

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 64 (2) of the Insurance Industry Supervision Act 1993 [Wet toezicht verzekeringsbedrijf 1993] – in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series – whether or not in any organisational context – has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

#### **1.16.1.2 Malevolent contamination:**

The spreading (whether active or not) – committed outside the scope of one of the six forms of acts of war as referred to in Article 64 (2) of the Insurance Industry Supervision Act 1993 – of 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 resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) – whether or not in any organisational context – has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

#### **1.16.1.3 Precautionary measures:**

Any precautionary measures taken by the authorities and/or Insured Persons and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

#### **1.16.1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V.] (NHT):** A reinsurance company incorporated by the Association of Insurers in the Netherlands, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1.16.1.1, 1.16.1.2 and 1.16.1.3 may be ceded.

#### **1.16.1.5 Insurance contracts:**

- a) Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1(1) (p) of the Insurance Industry Supervision Act 1993.
- b) Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c) Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

#### **1.16.1.6 Insurers authorised in the Netherlands:**

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

### **1.16.2 Limitation of the cover for the terrorism risk**

**1.16.2.1** If and insofar as, subject to the descriptions contained in articles 1.16.1.1, 1.16.1.2 and 1.16.1.3, and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:

- Terrorism, malevolent contamination or precautionary measures,
- Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures, hereinafter 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 to indemnity 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 pursuant to the Insurance Industry Supervision Act 1993 with respect to the insurance in question.

**1.16.2.2** The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.

**1.16.2.3** Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining 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 article 1.16.1 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 to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose 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 considered 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 entities, companies and partnerships which are joined in a group, as referred to in Section 2(24)(b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

### **1.16.3 Payment Protocol NHT**

- 1.16.3.1** The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said protocol, the NHT shall be entitled to defer 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. Insofar 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.
- 1.16.3.2** The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to 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, Insured Persons, and the parties entitled to compensation.
- 1.16.3.3** 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 one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 1.16.3.1 in this respect towards the insurer.
- 1.16.3.4** The reinsurance cover by the NHT shall pursuant to provision 17 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

### 1.17 **CLAUSE REGARDING OBLIGATORY RETURN**

If:

- a the implementation of legislation or regulations valid in the Netherlands means that the Insured Person no longer holds a permit to remain in the country or if the residence permit issued to the Insured Person will not be extended after it expires;
- b in connection with illness of the Insured Person or an accident of which he/she has become the victim his/her repatriation to his/her home country is necessary and possible, this insurance – if and insofar as reimbursement of these costs is not made possible by the educational institution with which the Insured Person is associated – will cover the costs for:
  - land, sea, or air transport of the Insured Person to his/her home country by a means of transport that is, from the medical point of view, adequate and the cheapest possible;
  - medical care and facilities during transport;
  - communication/telecommunication costs up to a maximum of EUR 150;
  - accommodation until the point when the Insured Person has arrived at his home or family address or otherwise at his fixed destination, or has arrived at the premises of the medical carer where he/she is to be treated.

If permitted to do so by the applicable legislation or regulations, the Insured Person must delay his/her repatriation until the point when he/she can be repatriated by normal transport and unaided. During such delay period, the Insured Person shall remain insured for reimbursement of medical costs at cost price under the conditions for the ICS insurance, for as long as this insurance continues in return for payment of the premium. The Insured Person must make use of tickets (including return tickets) that he/she already has available to him/her for the return journey to his/her home country. The costs for these tickets/return tickets shall not be eligible for reimbursement. The costs incurred to have these tickets retain their validity – for example the costs for changing or extending them – shall, however be eligible for reimbursement under this insurance.

### 1.18 **THE INSURANCE SHALL TERMINATE**

- by written cancellation by the Insurers:

within 60 days of it being discovered that the Policyholder failed to comply with the disclosure obligation when taking out the insurance and the Policyholder thereby acted with the intent of misleading the Insurers or Insurers would not have concluded the insurance if the Policyholder had provided the correct information. In such cases, the insurance shall terminate on the date given in the cancellation letter;

- by written cancellation by the Policyholder:

within 60 days after the Insurers have invoked vis-à-vis the Policyholder his/her non-compliance with the disclosure obligation when taking out the insurance. In such cases, the insurance shall terminate on the date of the cancellation letter;

## 2 Medical costs

### 2.1 DEFINITIONS

#### 2.1.1 Doctor

A doctor shall be understood to be a person recognised as such by the competent authority.

#### 2.1.2 Dentist

A dentist shall be understood to be a person recognised as such by the competent authority.

#### 2.1.3 Physiotherapist

A practising physiotherapist, including a Cesar or Mensendieck remedial therapist, who is registered as such by the competent authority.

#### 2.1.4 Acupuncturist

A doctor practising as a doctor-acupuncturist, or an acupuncturist recognised as such by the competent authority.

#### 2.1.5 Medication

Medication shall be understood to be a remedy that can be acquired solely on prescription by a doctor or dentist.

#### 2.1.6 Medical necessity

Medical necessity shall be taken to be the necessity of nursing, examination, or treatment based on generally recognised medical-scientific considerations.

#### 2.1.7 Medical costs

The costs of medical treatment shall be understood to be:

- hospital admission and operation;
- treatment and examinations prescribed by a doctor;
- medication prescribed by a doctor for use during the period of the insurance;
- medically necessary transport by ambulance to and from the location where medical treatment is given;
- psychiatric day or overnight treatment;
- physiotherapy;
- day-patient rehabilitation treatment;
- kidney dialysis;
- laboratory investigation, including when prescribed by a general practitioner.

#### 2.1.8 Dental costs

Dental costs shall be understood solely to be:

- costs incurred for urgent dental treatment;
- medication prescribed by a dentist.

### **2.1.9 Psychotherapy**

They shall be taken to be treatment given by a psychiatrist or psychologist after being prescribed by a doctor or specialist.

### **2.1.10 Medical transport**

Medical transport shall be taken to be medically necessary road transport by ambulance to the nearest hospital or medical care provider where proper treatment is possible of a patient who for medical reasons cannot be considered able to travel independently.

## **2.2 EXTENT OF COVER**

### **2.2.1 Extent of medical costs**

Costs incurred for medically necessary treatment incurred during the period when the insurance applies. In the event of admission to hospital, reimbursement shall be up to the 365th day after the day of admission. Reimbursement shall be on the basis of the lowest class.

### **2.2.2 Pregnancy**

#### **2.2.2.1 *Childbirth in hospital or maternity home in relation with a medical indication***

Costs incurred in the case of pregnancy and childbirth for mother and child that are medically necessary or indicated, comprising:

- a nursing costs and associated costs for mother and child together in the lowest class if and for as long as hospital admission is necessary;
- b maternity care provided by a maternity centre recognised by the authorities, an "A"-class nurse, or a certified maternity assistant for a maximum of 8 days from the day of the mother giving birth.
- c additional costs that are invoiced for;
- d inpatient/outpatient costs incurred for a specialist;
- e costs incurred for medically necessary medical transport.

#### **2.2.2.2 *Normal childbirth in hospital, or at home, maternity home***

- a nursing costs for mother and child together and/or maternity care provided at home by a maternity centre recognised by the authorities, an "A"-class nurse, or a certified maternity assistant for a maximum of 8 days from the day of the mother giving birth. Maternity care will be reimbursed up to a maximum of EUR 135 a day.
- b the fee for delivery assistance charged by a specialist, general practitioner, or obstetrician.
- c costs incurred for using outpatient facilities.

The costs referred to in article 2.2.2.2 shall be reimbursed up to a joint maximum of EUR 2000.

#### **2.2.2.3 *Children***

The following provisions shall apply to children born during the duration of this insurance if they are registered with the Broker for insurance within one month of their birth:

- a this insurance shall apply from the birth of the child regardless of any congenital illness or defect;

- b if these children, being younger than 3 months, are required to stay in hospital so they can be breast-fed by the mother, the associated costs will be reimbursed in accordance with the rate for healthy nursing infants for as long as the Insurer is required to pay out nursing costs for the mother.

### **2.2.3 Extent of cover for dental costs**

Costs of dental treatment incurred due to acute medical necessity where and for as long as the insurance applies, up to a maximum of EUR 340 per insurance year. The following codes are excluded: C11 Periodic check, C12 Preventive check, all X codes and all M codes.

#### **2.2.3.1 Dental assistance after an accident**

In the event of damage to the natural teeth due to an accident as described in Sections 3.1.1 and 3.1.2, the dental costs will be reimbursed up to a maximum of EUR 1000 per event.

#### **2.2.3.2 Dental assistance for Insured Persons aged up to 19**

In the case of Insured Persons aged up to 19, the following shall be reimbursed up to a maximum of EUR 450 per insurance year:

- dentist's fees for dental treatment;
- X-rays taken by a dentist, or on a dentist's prescription, in connection with this treatment;
- medication prescribed by a dentist;
- upper and lower jaw fluoride application up to a maximum of twice per 12 months;
- instruction in oral hygiene.

2.2.3.3 In addition to Section 2.2.3 and Section 2.2.3.2, an insurance shall also be taken to be an extension if its starting date is within 3 months of the end date of the previous insurance.

### **2.2.4 Physiotherapy, manual therapy by a physiotherapist, Cesar therapy, or Mensendieck therapy**

These shall be taken to mean treatment provided by a physiotherapist. Reimbursement shall be provided for up to a maximum of 12 treatment sessions per indication and up to a maximum of EUR 27.50 per session. Should more treatment sessions be necessary, consent must be requested in advance on the basis of a progress report provided by the practitioner. The following shall not count as physiotherapy:

- speech therapy;
- ergotherapy and occupational therapy;
- antenatal exercises;
- sports massage.

### **2.2.5 Acupuncture**

Consultation and treatment by a doctor-acupuncturist as referred to in Section 2.1.4 shall be paid for up to a maximum of 12 consultations, with a maximum of EUR 30 per consultation and/or treatment, per Insured Person, per insurance year.



#### **2.2.6 Psychotherapy**

Reimbursement shall be provided for up to a maximum of 9 treatments per 12 months after a referral letter from a general practitioner or specialist has been submitted. The cost of further treatment will only be reimbursed if the Insurer has given its consent beforehand. Said consent will be based on the medical necessity of further treatment and the submission of a treatment plan by the Insured Person.

#### **2.2.7 Aid appliances**

An official application and/or referral letter from a general practitioner or specialist must be submitted beforehand in respect of all requests for prostheses and medical appliances before the item concerned is procured. Reimbursement by the Insurer of the cost of prostheses and medical appliances will be based on arguments of medical necessity and the provision of a treatment plan by the doctor treating the patient; this will be assessed by the Insurer's medical adviser.

#### **2.2.8 Medical transport**

The cost of medically necessary transport within the meaning of Section 2.1.10 will be reimbursed in respect of transport to the nearest hospital or medical care provider where proper treatment is possible. The indication for such transport must appear from a statement to that effect by the doctor treating the patient.

### **2.3 EXCLUSIONS**

Apart from the exclusions listed in Section 1.7, costs for the following shall not be reimbursed:

#### **2.3.1 Existing disorders and defects**

if when the insurance commenced circumstances were known or present such that it could reasonably be expected that costs would be incurred. In cases of doubt, please contact our office on +31 (0)10 448 8200.

#### **2.3.2 Use of items outside the insurance period**

costs for medication and dressings intended for use outside the agreed contract period and non-prescription medication;

#### **2.3.3 Cosmetic surgery**

costs incurred for surgery to improve the patient's appearance if the reason for the surgery being performed arises from personal desire, necessity, or circumstance, unless disfigurement is involved resulting from an accident or illness or a serious defect present and identified at birth, all of this without prejudice to the provisions of Section 2.3.1;

#### **2.3.4 Specific therapies**

costs for cell therapy, manual therapy, and other alternative therapies;

#### **2.3.5 Sterilisation**

costs for sterilisation;

- 2.3.6 Spectacles and contact lenses**  
costs for spectacles and contact lenses, orthopaedic articles and similar devices and appliances other than those referred to in Section 2.2.7;
- 2.3.7 Vaccinations, prophylaxis and screening programmes**  
costs for vaccinations, prophylaxis, medical examinations, medical certificates, and screening programmes;
- 2.3.8 Contraception and abortion**  
costs for contraception and abortion;
- 2.3.8.1 Medically necessary abortion**  
In deviation from the provision of Section 2.3.8, the cost of abortus provocatus that is medically necessary or carried out after a sexual offence will be reimbursed if and insofar as the procedure is performed at an institution recognised by the authorities.
- 2.3.9 Existing pregnancy**  
costs associated with a pregnancy that already existed on the date when the Insurance Certificate was issued;
- 2.3.10 Treatment to promote fertility**  
costs associated with IVF and other treatment to promote fertility;
- 2.3.11 Costs incurred abroad**  
costs incurred abroad that were exclusively or partly the object of the stay abroad;
- 2.3.12 Exceptional Medical Expenses Act**  
costs which the Insured Person, as a resident of the Netherlands, would receive pursuant to the Exceptional Medical Expenses Act [Algemene Wet Bijzondere Ziektekosten, ANWB];
- 2.3.13 Organ transplant**  
costs in connection with an organ transplant unless the explicit consent of the Insurer has been gained for the procedure;
- 2.3.14 Home nursing**  
costs in connection with home nursing, unless the explicit consent of the Insurer has been gained.
- 2.3.15 Dietician**  
costs in connection with consultations, treatment, and food supplements.
- 2.3.16 Registration fee for general practitioners**

### 2.3.17 ICS Start and ICS Start+

If the ICS Start policy has been taken out, cover will only be from category 3 to category 7 (inclusive).

If the ICS Start+ policy has been taken out, there will be additional cover for medical costs on your current Health Insurance/Basic health insurance+ cover from category 2, Section 2.2.3 to category 7 (inclusive).

## 3 Accident insurance

### 3.1 DEFINITIONS

#### 3.1.1 Accident

Sudden external violence occurring against the will of the Insured Person and affecting his/her body directly, the nature and location of which can be determined medically.

#### 3.1.2 Extension of concept of accident

The following will also be taken to be an accident:

- a acute poisoning not caused by pathogens through the use of medication, intoxicants, narcotics, or stimulants;
- b infection by pathogens as a direct consequence of an involuntary fall into water or into some other substance, or entering water to save a person or animal;
- c complications or deterioration of accidental injury as a direct result of first aid or medically necessary treatment;
- d wound infection or blood poisoning directly related to an accident;
- e involuntary ingestion of substances or objects, with the exception of pathogens;
- f suffocation, drowning, sunstroke, hyperthermia, freezing, burning, lightning strike or other electrical discharge;
- g exhaustion, starvation, water deprivation, or sunburn due to a disaster;
- h sprain, dislocation, or muscle or tendon tears, with internal damage being done instantly, the nature and location of which can be determined medically;
- i anthrax, scabies, and bulb dermatitis, ringworm (trichophytia), Bang's disease. or cowpox.

#### 3.1.2.1 Not an accident

Unless the Insurer's medical adviser determines otherwise, the occurrence and/or manifestation of any type of hernia will not be taken to constitute an accident.

### 3.2 SPECIFICATION OF COVER

#### 3.2.1 Payment in the event of death (category A)

In the event of the death of the Insured Person as a direct and exclusive consequence of an accident, the sum of EUR 10,000 will be paid out.

### 3.2.2 Payment in the event of permanent disability (category B)

In the event of the Insured Person becoming permanently disabled as a direct and exclusive consequence of an accident, a maximum of EUR 75,000 will be paid out. The extent of the payment will be determined as soon as the extent of the permanent disability can be determined objectively and medically, but no later than two years after the accident took place. The payment will be a percentage of the above-mentioned amount as follows:

total incurable paralysis	100%
total incurable mental disturbance	100%
overall loss of function of:	
the sight of both eyes	100%
the sight of one eye	30%
and, if the company has made full payment for the loss of the sight of	
one eye, for the sight of the other eye	70%
the hearing of both ears	50%
the hearing of one ear	20%
and, if the company has made full payment for the loss of the hearing of	
one ear, for the hearing of the other ear	30%
smell and taste	10%
the function of a kidney or the spleen	10%
an arm up to the shoulder joint	75%
an arm up to the elbow or between the elbow and the shoulder joint	65%
a hand up to the wrist and/or an arm between the wrist and the elbow joint	60%
a leg up to the knee or between the knee and the hip joint	60%
a leg up to the hip joint	70%
a foot up to the ankle joint or a leg between the ankle and the knee	50%
a thumb	25%
an index finger	15%
a finger other than an index finger	10%
a big toe	10%
a toe other than a big toe	5%
a kidney or the spleen	10%

In the event of partial loss of function, a proportionate part of the above percentages will be paid.

In all cases of permanent disability not listed above, the percentage will be determined according to the extent of the permanent disability, without account being taken of the Insured Person's profession.

### 3.2.3 Taxes

The Insurers will deduct all applicable taxes from payments to interested parties if and when the law prescribes that the Insurer should deduct such taxes before paying the claim. In all other cases, interested parties shall be liable in respect of taxes.

### 3.2.4 Maximum payment

No payments made in respect of permanent disability occurring during the period of the underlying insurance shall exceed the maximum insured amount for permanent disability.

#### **3.2.4.1 *Death after permanent disability***

The payment due to death shall be the same as the insured amount referred to in Section 3.2.1, on the understanding that any payment made due to permanent disability (B) resulting from the same accident shall be deducted up to a maximum of the amount insured for in the case of death.

#### **3.2.4.2 *Existing disability***

If an existing permanent disability is exacerbated by an accident, the payment shall be calculated on the basis of the difference between the percentage of permanent disability before and after the last accident.

#### **3.2.4.3 *Extra payment***

If no payment in respect of permanent disability can be determined within six months after the accident, the Insurer shall pay an extra payment of 6% per year on the payment in respect of permanent disability that is later determined. This extra payment will be calculated from the seventh month after the accident until the point at which the payment in respect of permanent disability is paid out.

#### **3.2.5 *Existing defects***

If the consequences of an accident are exacerbated by a morbid condition or by a physical or mental defect of the Insured Person, no higher payment will be made than if the accident had affected an entirely able-bodied and healthy person.

**3.2.5.1** Section 3.2.5 shall not apply if the consequences are exacerbated by an accident for which a right to payment exists pursuant to this insurance or a payment has already been made.

### **3.3 *EXCLUSIONS***

In addition to the exclusions listed in Section 1.7, no payment will be made if the Insured Person has become the victim of an accident:

#### **3.3.1 *Intent***

through intent on the part of the Insured Person or of anyone who has an interest in the payment;

#### **3.3.2 *Perpetration of a criminal offence***

in the course of the Insured Person committing or being an accessory to a criminal offence;

#### **3.3.3 *Fights or hazardous acts***

in the course of a fight or hazardous act other than in defence/self defence, or to save or preserve persons, animals, or goods;

#### **3.3.4 *Alcohol and drugs***

through the abuse of alcohol or the use of medication, intoxicants, narcotics or stimulants, other than pursuant to a medical prescription;

#### **3.3.5 Dangerous sports**

in the course of participation in or carrying out underwater sports, combat or strength sports, any sport other than as an amateur, big game hunting, parachute jumping, rock climbing or glacier climbing/mountaineering (except on clear paths or in terrain that is pathless but still accessible by inexperienced persons), skiing and sledging in mountainous regions;

#### **3.3.6 Speed competitions**

in the course of participation in or preparation for competitions with bicycles, motorcycles, motor vehicles, motor boats, or horses;

#### **3.3.7 Aircraft**

during the use of an aircraft of any kind whatsoever other than as a passenger in an aircraft licensed for public transport;

#### **3.3.8 Military service**

during and as a consequence of military service.

### **3.4 OBLIGATIONS AFTER AN ACCIDENT**

#### **3.4.1 Reporting of damage**

In the event of an accident occurring from which an entitlement to payment due to disability may arise, the company must be informed in writing and as quickly as is reasonably possible, but no later than before the Insured Person leaves for abroad.

#### **3.4.2 Reporting at a later time**

If the accident is reported later, the Insured Person may still be entitled to a payment if it can be demonstrated that:

- the disability was directly and exclusively the consequence of an accident;
- the consequences of the accident were not exacerbated by a morbid condition or by a physical or mental defect of the ensured person;
- the Insured Person has followed the instructions of the doctor treating him/her in all respects.

#### **3.4.3 Reporting of death**

In the event of the death of the Insured Person, the company must be informed as quickly as reasonably possible, but no later than 48 hours prior to the burial or cremation.

#### **3.4.4 Cooperation of parties entitled to receive payment**

In the event of the death of the Insured Person, the party entitled to receive payment shall be obliged to cooperate, if so requested, with all measures to determine the cause of death.

#### **3.4.5 Promotion of recovery**

The Insured Person is obliged to immediately have himself/herself treated by a certified doctor and to do everything possible to promote his/her recovery.

#### **3.4.6 Extra supplementary examination**

The Insured Person is obliged, if so requested, to allow himself/herself to be examined, at the expense of the Insurer, by a doctor designated by the Insurer or to allow himself/herself to be admitted for examination to a hospital or other institution designated by the Insurer.

#### **3.4.7 Information from third parties**

The Insured Person is obliged to authorise the Insurer to acquire information from third parties.

#### **3.4.8 Provision of information**

The Insured Person is obliged to provide the Insurer, or the experts designated by the Insurer, with all information that the Insurer considers necessary, or to cause such information to be provided, and not to conceal any facts or circumstances that are relevant to determine the extent of the permanent disability.

#### **3.4.9 Notification of recovery**

The Insured Person is obliged to inform the Insurer immediately of his/her complete or partial recovery.

#### **3.4.10 Non-compliance with obligations**

The insurance will not provide cover if the Insured Person has failed to comply with one or more obligations and insofar as the interests of the Insurer have thereby been damaged. All right to payment shall lapse if the Insured Person fails to comply with one or more obligations with the intention of misleading the Insurer, unless the misleading does not justify the lapsing of the right to payment.

#### **3.4.11 Payments**

Unless agreed otherwise, payments pursuant to this insurance shall be made to the Policyholder, with the exception of payment in the event of death (category A) if the Policyholder and the Insured Person are the same person. In the latter case, payment in the event of death (category A) will be made, unless agreed otherwise, to the widow/widower of the Policyholder or, if there is no widow/widower, to the Policyholder's heirs.

### **3.5 DETERMINATION OF PAYMENT**

The extent of the payment and of the permanent disability will be determined by the Insurer on the basis of data provided by medical experts and other experts.

## 4 Cover for extra costs and assistance

### 4.1 COVER FOR EXTRA COSTS

The insurance covers the cost of:

#### 4.1.1 Extra cost of air travel

the cost of a return flight that the Insured Person is required to take if he/she is called back to his/her home country in connection with the death or impending death of a first or second-degree relative by blood or affinity who lives there, namely parents, parents-in-law, children, brothers, sisters, or spouse;

#### 4.1.2 Air ticket for family members

the cost of a return flight for two members of the Insured Person's family and the cost of accommodation if they are required to travel from their home country to the Netherlands because the Insured Person has died or is likely to die due to illness or an accident;

##### 4.1.2.1 Accommodation costs

reimbursement will be paid for accommodation costs up to a maximum of EUR 125 per Insured Person per day;

##### 4.1.2.2 Maximum for air ticket and accommodation costs

the total reimbursement payable for the costs referred to in Sections 4.1.2 and 4.1.2.1 shall be a maximum of EUR 7000 per event.

#### 4.1.3 Telecommunication costs

if anything happens to the Insured Person that is insured in the category "Extra costs and assistance", the necessary telecommunication costs arising from the event will be reimbursed up to a maximum of EUR 150 per event.

### 4.2 PAYMENTS

Reimbursement of the costs referred to in Sections 4.1 to 4.1.3 shall be based on the actual air travel costs incurred, based on the cost of the lowest class.

### 4.3 CONDITIONS

Reimbursement shall only be paid in respect of the costs referred to in Sections 4.1 to 4.1.3 if:

#### 4.3.1 the death or danger of death is the result of an accident or acute illness that, according to medical opinion, could not reasonably have been foreseen given the Insured Person's state of health at the point when the insurance took effect;

#### 4.3.2 in the event of death, a death certificate and an official statement of the cause of death are provided;



**4.3.3** a birth certificate (in English, Spanish, French, German, or Dutch) is provided showing the relationship between the Insured Person and the deceased/ill family member;

**4.3.4** a statement (in English, Spanish, French, German, or Dutch) by the doctor/doctors treating the patient is provided showing the nature and seriousness of the illness or accident and also showing when the illness or injury was sustained.

#### **4.4 REIMBURSEMENT**

Reimbursement will be made for costs incurred pursuant to Sections 4.1 to 4.1.3 per relative by blood or affinity once per period of 12 months, commencing on the first day of travel.

#### **4.5 OBLIGATIONS IN THE EVENT OF DAMAGE**

##### **4.5.1 Notification of Insurer**

The Insurer must be informed as quickly as reasonably possible of any event which may lead to the company being obliged to pay reimbursement for costs, with the relevant circumstances being indicated.

##### **4.5.2 Documentation**

Original documentation must be provided, for example a statement by the doctor/doctors treating the patient, a death certificate, the air travel ticket, or other information needed by the Insurer to deal with the matter and determine the reimbursement.

#### **4.6 COVER FOR ASSISTANCE**

If assistance is necessary, EuroCross International should be contacted immediately on +31 (0)71 364 1873. Cover for assistance comprises payment for:

##### **4.6.1 Emergency evacuation**

we will arrange and pay for normal and necessary land or air transport, medical care during transport, communication, and all other necessary and usual additional costs arising in connection with moving and transporting a participant to the nearest hospital where the necessary medical help is available; this will not necessarily be in the Netherlands;

**4.6.1.1** we are entitled to determine at our own discretion whether the medical condition of a participant is sufficiently serious as to justify medical evacuation, to determine the location to which the participant will be evacuated, and to decide on the means and methods for carrying out such evacuation or repatriation. In organising evacuation/repatriation, we are entitled to take all relevant circumstances into consideration, with those circumstances not being restricted merely to the patient's state of health.

The urgency, fitness of the participant to travel, availability of an airport, weather conditions, and travel distance will be taken into account in determining whether transport will be by private ambulance, aircraft, helicopter, regular flight, rail, or land;

#### **4.6.2 Repatriation under medical supervision**

we will arrange for repatriation and pay the normal and necessary costs for transporting the participant to the Netherlands for hospital admission or rehabilitation treatment after medical evacuation if the participant is transported to a location outside his/her country of nationality;

**4.6.2.1** we are entitled to determine at our own discretion whether the condition of the participant gives sufficient cause for concern as to justify medical evacuation, to determine the location to which the participant will be evacuated, and to decide on the manner and method for carrying out such evacuation or repatriation. In organising evacuation/repatriation, we are entitled to take all relevant circumstances into consideration, with those circumstances not being restricted merely to the patient's state of health. The urgency, fitness of the participant to travel, availability of an airport, weather conditions, and travel distance will be taken into account in determining whether transport will be by private ambulance, aircraft, helicopter, regular flight, rail, or land;

**4.6.2.2** the patient will be transported under constant medical supervision unless otherwise agreed with a doctor.

#### **4.6.3 Repatriation of mortal remains**

We will arrange for repatriation and pay all reasonable and necessary costs for transporting the mortal remains of the participant from the place of death to his/her home country or, at the request of an authorised family member or counsel/lawyer and with our prior written consent, will arrange and pay all reasonable and necessary costs of a local funeral at the place where the participant died if the expenses involved do not exceed the cost of repatriating the participant's mortal remains from the place of death to his/her home country.

#### **4.6.4 Restrictions**

Reimbursement of the costs referred to in Sections 4.5.3 to 4.5.5 shall be restricted to a maximum of EUR 700,000 per participant per event.

#### **4.7 EXCLUSIONS**

The following actions, matters, disorders and activities, and related or resulting costs, are excluded from cover unless we have given our prior written consent:

**4.7.1** more than a single emergency evacuation and/or repatriation for each separate medical condition of a participant during the period of 12 months;

**4.7.2** all costs and expenditure not expressly covered by the service programme and not approved by us in advance and in writing and/or not organised by us. This exception shall not apply to medical emergency evacuations in remote and primitive areas when it was not possible to contact us in advance or if a delay could reasonably be expected that might lead to the death of the participant or to his/her condition being exacerbated;

**4.7.3** any event occurring when the student is within the territory of his/her own home country or the Netherlands, except as referred to in Section 4.6.3;

- 4.7.4 all costs incurred by the Insured Persons (students, travellers, or expatriates) against the advice of the medical specialist or that are intended for medical care, rest, and recovery as a result of a previous accident, existing condition, or illness;
- 4.7.5 all costs of medical evacuation or repatriation if the participant is not suffering from a serious medical condition and/or if according to the doctor the participant can be effectively treated locally or if the treatment can reasonably be postponed until the participant returns to his/her home country or country from which he/she is sent out;
- 4.7.6 all costs of medical evacuation or repatriation if the doctor considers that the participant can travel as a normal passenger without medical supervision;
- 4.7.7 all treatment and costs associated with giving birth, miscarriage, or pregnancy. This exception shall not apply in the event of an abnormal pregnancy or serious pregnancy complications that endanger the life of the mother and/or of the unborn child during the first twenty-four (24) weeks of the pregnancy;
- 4.7.8 costs related to an accident or wound occurring/sustained when the participant was taking part in or involved with cave exploration, mountaineering or rock climbing requiring a guide to be engaged or ropes to be used, speleology, freefalling, parachute jumping, bungee jumping, ballooning, hang gliding, underwater sports, combat sports, rallying, all types of racing other than on foot, and all organised sports on a professional or sponsored basis;
- 4.7.9 all costs incurred as a result of an existing condition;
- 4.7.10 costs incurred due to emotional, mental, or psychiatric illness;
- 4.7.11 costs incurred due to self-harm, suicide, drug addiction or abuse, alcohol abuse, or sexually transmitted diseases;
- 4.7.12 costs incurred during the use of an aircraft of any kind whatsoever other than as a passenger in an aircraft/scheduled flights or as a passenger travelling for business purposes in an aircraft owned by or leased by the participant;
- 4.7.13 costs incurred because the participant was involved in an assignment or attempt to carry out a wrongful act;
- 4.7.14 costs relating to treatment by or on the instructions of a non-registered doctor or not in accordance with standard medical practice as defined in the country where the treatment is given;
- 4.7.15 costs incurred by the participant during military or police service in any country whatsoever, active participation in warfare (whether or not war has been declared), invasion, action by a foreign enemy, hostilities, civil war, rebellion, uprising, revolution, or riot;

- 4.7.16 costs incurred as a direct result of nuclear reactions or radiation;
- 4.7.17 costs incurred as a result of activities by or on a ship or oil drilling platform or similar offshore location.

## 5 Liability insurance

### 5.1 INSURED PERSONS

The following are insured:

- a the Insured Person;
- b underage visitors, insofar as their liability is not covered by a different insurance;
- c domestic staff, insofar as the liability is related to work carried out for the Insured Person.

### 5.2 INSURED CAPACITY

Liability is covered for the Insured Person as a private person. Liability related to running a business (including a sideline) or carrying out paid manual work is not covered. Claims by the employer or the employer's legal successors or heirs are not covered.

### 5.3 SPECIFICATION OF COVER

Insurance cover is provided for the Insured Persons' liability in their above-mentioned capacity in respect of damage caused or arising during the insured period, namely for all Insured Persons together and for all Insured Persons that constitute a family and are insured, whether or not via separate policies, up to a maximum of EUR 1,250,000. Where the conditions refer to damage, this shall be taken to refer to damage to persons and damage to property.

- Damage to persons shall be taken to mean damage sustained through injury or harm to the health of persons, whether or not resulting in death, including the resulting damage.
- Damage to property shall be taken to mean damage caused by harm and/or destruction and/or loss of physical goods belonging to persons other than the Insured Persons, including the resulting damage.

### 5.4 MUTUAL LIABILITY

The liability of the above-mentioned Insured Persons vis-à-vis one another shall only be co-insured for personal damage sustained by the Insured Persons concerned and insofar as these Insured Persons cannot assert any claims regarding what has happened due to some other entitlement. The liability of an Insured Person vis-à-vis domestic staff in respect of damage resulting from accidents while working is also insured with respect to damage to property. No payment will be made if the party claiming is different to a natural person directly involved in the event and thereby disadvantaged, or his/her heirs.

## **5.5 VOLUNTARY ASSISTANCE**

If persons other than Insured Persons sustain damage when rendering assistance free of charge to prevent:

- death or physical injury;
- immediately threatened damage to an Insured Person's goods; the company will pay the cost of damage covered by this insurance.

Arrangements for compensation will normally be effectuated according to civil law. In allocating compensation, all entitlements to payments that the disadvantaged person has in some other way will be deducted. No payment will be made if the party claiming is different to a natural person directly involved in the event and thereby disadvantaged, or his/her heirs.

## **5.6 COSTS OF PROCEEDINGS AND STATUTORY INTEREST**

The following will be reimbursed in addition to the insured amount:

- a costs incurred for proceedings conducted with the approval or at the request of the Insurer and legal assistance rendered on its instructions;
- b the statutory interest on the portion of the principal sum covered by the insurance.

## **5.7 SECURITY**

If, in connection with the damage covered by the insurance, an authority requires monetary security to be furnished to guarantee the rights of aggrieved parties, the Insurer shall provide such security up to a maximum of 10% of the insured amount. Insured Persons are obliged to authorise the Insurer to take possession of the security as soon as it is released; they are also required to lend their full cooperation to ensuring repayment.

## **5.8 EXCLUSIONS**

In addition to the general exclusions referred to in Section 1.7, the following exclusions shall apply.

### **5.8.1 Intent**

Liability on the part of an Insured Person is excluded for damage that is the intended or certain consequence of his/her action or omission. The company shall not invoke this exclusion in respect of liability on the part of children up to and including 14 years of age.

### **5.8.2 Custody/control**

The following liability in respect of damage is not covered:

- a damage to property that an Insured Person, or a person acting on behalf of an Insured Person, has in his/her custody/control pursuant to a rental, lease, tenancy or pledge agreement, or a usufruct (including the rights of use and occupation);
- b the damage arising in relation to running a business (including a sideline) or carrying out manual work other than as a kindness among friends, and fulfilling military or civil service;
- c damage to property that is wrongfully in the custody/control of an Insured Person;
- d damage to motor vehicles, caravans/mobile homes, collapsible trailers, motor vehicles or sailing vessels (including sailboards) and aircraft that an Insured Person, or a person acting on behalf of him/her, has in his/her custody/control;

- e damage consisting of and/or resulting from the loss, theft, or absence of money, monetary instruments, bank cards, giro cards, or credit cards that an Insured Person, or a person acting on behalf of him/her, has in his/her custody/control.

However, liability in respect of damage to property in the custody/control of an Insured Person, except as referred to in Sections 5.8.2 a to e, is insured up to an amount of EUR 10,000 per event.

**5.8.2.1** Property that an Insured Person has in his/her custody/control during an internship or that belong to the address where the internship is taking place are insured up to a maximum of EUR 10,000 per event.

### **5.8.3 Motor vehicles**

Liability in respect of damage caused with or by motor vehicle owned by, in the possession of, driven by, or used by an Insured Person is excluded from cover. This exclusion does not, however, apply to:

- a the liability of an Insured Person as a passenger in a motor vehicle, including damage to the motor vehicle concerned;
- b the liability of an Insured Person as the owner/user of a motorised mowing machine, child's toy, or similar appliance if this cannot exceed a speed of 10 kilometres an hour, or remote-controlled model cars;
- c the liability of an Insured Person in respect of damage caused by a caravan trailer, baggage trailer or boat trailer not connected to a motor vehicle, with the exception of damage caused by the coupling giving way;
- d the liability of the Insured Person, if he/she is younger than 18, in respect of damage caused while joyriding in a motor vehicle.

Liability remains excluded:

- in the event of the theft or misappropriation of the motor vehicle;
- damage to the motor vehicle itself.

In the case of joyriding without vandalism, this cover shall not apply insofar as the liability is covered by a different insurance, whether or not of earlier date.

### **5.8.4 Vessels**

Liability is excluded in respect of damage caused with or by a vessel. This exclusion does not, however, apply to:

- a liability in respect of damage caused with or by rowing boats, canoes, sailboards, or remote-controlled model boats;
- b liability in respect of damage to persons caused by or with sailing boats with a sail area of no more than 16 m<sup>2</sup>, unless the boat concerned is equipped with a motor (including an outboard motor) with a capacity of more than 3 kW, the liability of an Insured Person as a passenger in a vessel, including damage to the vessel concerned. The above cover shall not apply insofar as the liability is covered by a different insurance, whether or not of earlier date.

#### **5.8.5 Aircraft**

Liability is excluded in respect of damage caused with or by an aircraft, model aircraft, hang-glider, target aircraft, parasailer, cable-controlled kite, airship, model rocket, or balloon with a diameter of more than 1 m when entirely filled. This exclusion does not, however, apply to:

- a liability in respect of damage caused with or by a remote-controlled model aircraft with a maximum weight of 20 kg;
- b the liability of an Insured Person as a passenger in an aircraft, including damage to the aircraft concerned.

The cover referred to in a and b shall not apply insofar as the liability is covered by a different insurance, whether or not of earlier date.

#### **5.8.6 Weapons**

Liability is excluded in respect of damage caused by and/or possession of weapons (including firearms).

#### **5.8.7 Sexual behaviour**

Liability is excluded:

- of an Insured Person in respect of damage caused by and/or arising from his/her sexual or sexually tinted behaviour of any kind whatsoever;
- of an Insured Person belonging to a group for damage caused by and/or arising from sexual or sexually tinted behaviour of any kind whatsoever towards one or more persons belonging to the group, even if the Insured Person did not himself/herself behave in such a manner.

#### **5.8.8 Living accommodation/household effects**

Liability is not covered in respect of damage to the accommodation lived in or used by the Insured Person or damage to the household effects within the living accommodation.

#### **5.8.9 Living as a family**

In the case of persons living together as a family (cohabiting couple, married couple, registered partners), liability is only covered in respect of personal damage done to one another. There is consequently no cover for liability in respect of damage to personal or common property.

### **5.9 DETERMINATION OF/ARRANGEMENTS REGARDING DAMAGE**

The Broker will deal with determining the damage and making the relevant arrangements. He/she is entitled to compensate the aggrieved party directly and arrange settlements with him/her. In doing so, the Broker will have regard to the interests of the Insured Person. If payment of compensation consists of periodic payments and if the value thereof, taking into account other payments, is higher than the insured amount, the duration or size of the payments – this being at the discretion of the Insured Person – will be reduced proportionately.

## 6 Legal assistance

### 6.1 COVER

Legal assistance will be provided by DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V. (Amsterdam), hereinafter referred to as "DAS". DAS will provide legal assistance and reimburse the associated costs up to a maximum of the amounts below in accordance with the provisions set forth in its General Terms and Conditions, which shall also apply to this agreement. The General Terms and Conditions are available on request.

Within Europe	Cost price
Outside Europe	Maximum of EUR 5000 per event

### 6.2 AREA COVERED

"Outside Europe" shall also be taken to mean the Azores, the Canary Islands, Madeira, and the non-European countries on the Mediterranean Sea.

### 6.3 EXTENT OF COVER

Insofar as they can assert a claim for maintenance, DAS will provide legal assistance as specified in the following sections for Insured Persons and their heirs in respect of events associated with the journey and stay for which this insurance has been taken out.

### 6.4 REDRESS ASSISTANCE

Legal assistance in order to redress compensation for damage to the Insured Person personally or to his/her property caused by a third party who is legally liable.

### 6.5 LEGAL ASSISTANCE IN CRIMINAL CASES

Legal assistance in criminal cases instituted against an Insured Person unless an intentional offence is concerned or the Insured Person perpetrated the offence knowingly and willingly or if a breach of tax regulations is concerned (including customs regulations).

### 6.6 LEGAL ASSISTANCE REGARDING CONTRACTS

Legal assistance regarding disputes concerning agreements concluded by an Insured Person in direct connection with the journey and stay if the interest concerned amounts to at least EUR 125.

### 6.7 SECURITY DEPOSIT

DAS will advance a security deposit, up to a maximum of EUR 12,500, to the Insured Person if a foreign authority requires such security deposit to be paid in connection with a criminal case that is covered by this insurance for the release of the Insured Person, for the return of property belonging to him, or for an attachment on such property to be lifted. By accepting the advance, the Insured Person irrevocably authorises DAS to take possession of it as soon as it is released and he/she accepts the obligation to lend his/her full cooperation to ensuring that it is returned to DAS without delay. If a claim for return of the security deposit to DAS is unsuccessful, the Insured Person shall be obliged to repay the amount advanced as quickly as possible, but no later than one year from when it was provided.



## **6.8 EXCLUSIONS**

No legal assistance will be provided if the claim by the Insured Person arises from or is connected with:

- the possessing, owning, holding, buying, or selling of motor vehicles and/or trailers;
- agreements (including relating to employment law) for associated with the acquisition of income or the cost of maintenance.

## **6.9 OBLIGATIONS OF INSURED PERSON**

In the events of his/her requiring legal assistance, the Insured Person must contact DAS as soon as is reasonably possible.

DAS, Karspeldreef 15, NL-1102 BB Amsterdam, telephone +31 (0)20 651 7517.

# **7 Travel and baggage insurance**

## **7.1 DEFINITIONS**

### **7.1.1 Household effects**

Household effects shall be taken to mean all movable items under the responsibility of the Insured Person that are normally considered to be household effects and that are present at the permanent address or abode of the Insured Person.

### **7.1.2 Baggage**

Baggage shall be taken to mean items that the Insured Person has taken with him/her on the journey or which he/she has sent on ahead or had forwarded to his/her destination during the validity period of the insurance.

### **7.1.3 Travel**

Travel shall be taken to mean travel on a recreational basis or for study purposes outside the home country. Holiday travel within the stay country shall comprise only travel involving at least 1 night's stay or for a period longer than 24 hours for which the Insured Person can demonstrate the recreational nature and can provide evidence of booking/reservation/payment. Normal commuting/study travel within the country where the Insured Person is studying is not covered.

### **7.1.4 Additional exclusions**

The following shall not be deemed to be household effects or baggage:

- monetary instruments of any kind whatsoever, manuscripts, drawings and drafts;
- collections (for example collections of postage stamps or coins);
- animals;
- cash and/or cheques.

### **7.1.5 Travel documents**

Travel documents shall be taken to be: passport, identity document, tourist card, travel ticket, driving licence, vehicle registration certificate, licence plate, "Green Card", and visa.

## **7.2 EXTENT OF COVER**

Household effects are insured up to a maximum of EUR 4500.

Baggage is insured up to a maximum of EUR 1500.

### **7.2.1 Limits**

Taking account of the amounts referred to in Sections 7.2 and 7.2.1, the following maximums shall apply:

#### **7.2.1.1 *Sailboards and bicycles***

Sailboards and bicycles are insured up to a maximum of EUR 250 per item, including accessories.

#### **7.2.1.2 *Photography, film, video, audio, and computer equipment***

Photography, film, video, audio, and computer equipment – which shall be taken to include accessories such as peripherals and audio or information carriers – are insured up to a joint maximum of EUR 550.

#### **7.2.1.3 *Jewellery and watches***

Jewellery and watches are insured up to a joint maximum of EUR 150.

#### **7.2.1.4 *Telecommunication equipment***

Telecommunication equipment (mobile or otherwise) is insured up to a maximum of EUR 150.

#### **7.2.1.5 *Spectacles and contact lenses***

Spectacles, sunglasses, and contact lenses are insured in respect of all cover up to a maximum of EUR 150.

## **7.3 EVENTS COVERED**

Baggage is insured against loss, damage, theft, or absence. Household effects are insured in respect of the following risks:

### **7.3.1 Fire**

fire and extinguishing of fire;

### **7.3.2 Explosion**

fire and explosion;

### **7.3.3 Theft/robbery**

theft, extortion, and robbery, as well as destruction or damage resulting from these events or attempts thereto. Damage due to theft will only be compensated for if the theft is preceded by the building and/or outbuildings and/or site where the insured items are located being broken into (including from within). Theft and/or robbery out of doors are excluded if a journey is not concerned as referred to in Section 7.1.3;

**7.3.4 Vandalism**

vandalism perpetrated by a person who has illegally entered the building where the Insured Person resides;

**7.3.5 Storm**

storm damage, with storm being taken to mean a wind speed, observed by a local weather station, of at least 14 metres per second, including damage caused by rain, snow, or hail;

**7.3.6 Precipitation**

rain, snow, or meltwater insofar as this has entered the building and/or associated outbuildings where the Insured Person resides and/or associated outbuildings through the roof or as a result of breakage, blockage, or overflowing of gutters or drainpipes. Damage resulting from defective maintenance of the building and damage caused by sewer water and groundwater are excluded;

**7.3.7 Cranes**

collapse of cranes or pile frames;

**7.3.8 Aquariums**

breakage of the glass of aquariums and wall mirrors due to any external calamity. In addition to damage to the household effects caused by glass breakage, the damage to the glass itself will also be covered;

**7.3.9 Crash/collision**

collision or crash involving the buildings where the Insured Person resides;

**7.3.10 Lighting strike**

lightning strike, regardless of whether this causes fire;

**7.3.11 Compensation above the insured amount**

the company will provide payment, if necessary above the insured amount, up to a maximum of 10% of the amount for which the household effects are insured in respect of:

- a damage to the building where the Insured Person resides due to breaking and entering or an attempt thereto insofar as the cost is for the account of the Insured Person;
- b extra costs incurred for necessary accommodation elsewhere if the building where the Insured Person resides becomes uninhabitable due to one or more of the events specified in Section 7.3;
- c clearing-up costs, i.e. the costs for clearing up the household effects that are not already specified in the damage assessment, insofar as the clearing-up is a necessary consequence of the covered event.

**7.4 EXCLUSIONS**

Apart from the exclusions listed in Section 1.7, costs for the following shall not be reimbursed:

#### **7.4.1 Means of transport**

vessels (with the exception of sailboards), aircraft (including hang-gliders and parasailers), motor vehicles and mopeds, campers and other vehicles (with the exception of bicycles, together with the associated accessories, components and attachments (including tents);

#### **7.4.2 Inherent defect/inherent deterioration**

damage due to wear and tear, inherent defect, inherent deterioration, and gradual effects of weather, seizure or forfeiture otherwise than due to a traffic accident, and damage by vermin;

#### **7.4.3 Scratches**

damage consisting of impairments such as scratches, dents, spots, and other disfigurement, unless the damaged item thereby becomes entirely unsuited for its intended use;

#### **7.4.4 Recording tubes, video and audio recorder heads**

damage consisting solely of damage to recording tubes or the video or audio heads of video or audio equipment;

#### **7.4.5 Lack of normal caution**

if the Insured Person has failed to observe the normal level of caution to prevent loss, theft, or damage of/to baggage or household effects;

##### **7.4.5.1 Caution**

normal caution shall in any case be deemed not to have been observed if video, computer, photo, film, audio, or telecommunication equipment, jewellery, watches, furs, or other valuable items are left unattended elsewhere than in a properly locked room. A properly locked room shall not be taken to include a means of transport.

##### **7.4.5.2 Items left in a means of transport**

an entitlement to payment in respect of items not listed in Section 7.4.5.1 that are left in a means of transport shall only apply if and insofar as:

- the Insured Person could not reasonably have been expected to take any more secure measures;
- the items were contained in a properly locked car boot and were also not visible from outside;

#### **7.4.6 Money**

cash, cheques, and/or credit card.

### **7.5 OBLIGATIONS IN THE EVENT OF DAMAGE**

In addition to the obligations listed in Section 1.6, the Insured Person shall also be obliged: In the event of loss, damage, vandalism, burglary, extortion, or robbery, to report the matter to the police as quickly as possible but no later than within 3 times 24 hours. A copy of the police confirmation of the report must be sent to the Broker:

- if necessary, to demonstrate the ownership, value, and age of the insured items;
- in the event of damage to baggage or household effects, to enable the Insurer to examine them before they are repaired;

- in the event of damage occurring during transport of the insured items by train, boat, aircraft, or other means of transport, to check the baggage on receipt to determine its good condition and/or whether anything is missing;
- should anything be missing and/or not be in good condition, the Insured Person shall be obliged to report the matter to the transport company and to require that the transport company provide official confirmation that a report has been made.

## **7.6 METHOD OF DETERMINING DAMAGE**

### **7.6.1 Travel documents**

The basis for calculating the compensation to be paid for travel documents shall be the amount that must be paid to reacquire the documents concerned.

### **7.6.2 Payment**

The basis for calculating the compensation to be paid for baggage and household effects shall be the replacement value in the case of items that are no older than 12 months. In the case of items older than 12 months, the compensation to be paid shall be determined on the basis of the current value.

### **7.6.3 Replacement value**

Replacement value shall be taken to mean the amount that must be paid to acquire new items of the same type and quality.

### **7.6.4 Current value**

Current value shall be taken to mean the replacement value minus an amount representing the reduction in value due to age or wear and tear.

### **7.6.5 Market value**

In the case of items that cannot be replaced by new items of the same type and quality, the compensation to be paid will be based on the market value, which shall be taken to mean the market price for sale of the items by the Insured Person in the condition in which they were immediately before the damage was incurred.

## **7.7 REPAIR OR REPLACEMENT**

If damaged or lost items are reasonably capable of repair and/or can be replaced, the Insurer shall be entitled to have them repaired and/or replaced.

## **7.8 FIRST LOSS**

Compensation shall be paid up to a maximum of the insured amounts regardless of the total value of the insured items.

## **7.9 CANCELLATION**

- 7.9.1** The Insurer reserves the right to cancel cover pursuant to this category within 30 days of the Insured Person informing the Insurer of an event that may lead to the Insurer being obliged to pay out compensation or of the Insurer making a payment pursuant to the insurance or refusing to make such payment. The insurance shall terminate on the date specified in the cancellation letter, but no earlier than 60 days after the date of the cancellation letter, except if cancellation relates to intent on the part of an Insured Person to mislead the Insurer.
- 7.9.2** The Policyholder shall have the right to cancel the cover within 30 days of the Insured Person informing the Insurer of an event that may lead to the Insurer being obliged to pay out compensation or of the Insurer making a payment pursuant to the insurance or refusing to make such payment. The insurance shall terminate on the date specified in the cancellation letter, but no earlier than 60 days after the date of the cancellation letter.

COVER DESCRIPTION	ICS COMPLETE COVER	ICS START+ COVER	ICS START COVER
<b>SECTION I MEDICAL EXPENSES</b>			
Reimbursement of doctors- and hospital expenses.	Actual costs	Secondary cover if these expenses are not covered by any other health care insurance	Not covered
Special medical costs:			
Physiotherapy	12 treatments	12 treatments	Not covered
Acupuncture	12 treatments	12 treatments	Not covered
Expenses in connection with a normal delivery in a hospital or obstetric care in or at home.	Max. EUR 1,800	Not covered	Not covered
Medical aids	According to extensive medical aid regulation	Not covered	Not covered
Dental expenses caused by an accident.	Max. EUR 1,000 per event	Max. EUR 1,000 per event	Not covered
Dental expenses in case of an emergency.	Max. EUR 340 per year of insurance	Max. EUR 340 per year of insurance	Not covered
<b>SECTION II TRAVEL ACCIDENTS</b>			
a In case of accidental death.	EUR 10,000	EUR 10,000	EUR 10,000
b Maximum in case of permanent disablement.	EUR 75,000	EUR 75,000	EUR 75,000
<b>SECTION III ADDITIONAL COSTS/EMERGENCY ASSISTANCE</b>			
a The costs of a return flight by the insured on being recalled to his or her country of origin in the event that a relative by blood or by affinity in the first and second degree should be in peril of death or have died. If the insured is in peril of death the costs for tickets and accommodation of 2 family members are covered.	Max. EUR 7,000	Max. EUR 7,000	Max. EUR 7,000
b Repatriation of mortal remains to the country of origin or local burial/cremation, place of death, if the costs	Actual costs	Actual costs	Actual costs

do not exceed the repatriation costs.				
c	Telecommunication expenses p.p. per insured period.	Max. EUR 150	Max. EUR 150	Max. EUR 150
d	Additional costs in connection with repatriation/evacuation by ambulance airplane.	Actual costs	Actual costs	Actual costs
<b>SECTION IV LIABILITY INSURANCE</b>		Max. EUR 1,250,000 per insured event	Max. EUR 1,250,000 per insured event	Max. EUR 1,250,000 per insured event
<b>SECTION V LEGAL ASSISTANCE</b> (not valid during work)				
<ul style="list-style-type: none"><li>• Legal assistance in seeking redress</li><li>• Legal assistance in penal cases</li><li>• Legal assistance in contracts</li><li>• Bail</li></ul>				
	Inside Europe	Actual costs	Actual costs	Actual costs
	Outside Europe (max. p.p. per event)	EUR 5,000 per event	EUR 5,000 per event	EUR 5,000 per event
<b>SECTION VI PERSONAL POSSESSIONS</b>				
	Household contents	Max. EUR 4,500	Max. EUR 4,500	Max. EUR 4,500
	Personal baggage	Max. EUR 1,500	Max. EUR 1,500	Max. EUR 1,500
	Special inner limits apply a.o. to: Photo, film, video and computer equipment	Max. EUR 550	Max. EUR 550	Max. EUR 550
	Contact lenses and spectacles	Max. EUR 150	Max. EUR 150	Max. EUR 150
	Travel documents	Actual costs	Actual costs	Actual costs



**ROTTERDAM**

62, Admiraliteitskade, 3063 ED

P.O. Box 1005, 3000 BA

Rotterdam, The Netherlands

tel: +31 (0)10 448 8270

E-mail: [internationalstudents@aon.nl](mailto:internationalstudents@aon.nl)

[www.students-insurance.eu](http://www.students-insurance.eu)

