

## Continuous Travel Insurance Visa World Card Business Gold Policy Conditions



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## Points of attention

### Reporting theft

In case of theft of insured goods, you must report it to the police. In the neighbouring country, you should take into account that the report has to be made to the police on site. If you cannot get to the police station, ask for a statement from the head office, the airline, a police officer, or a statement of belongings. You must also report the theft of your motor vehicle with a Dutch passport to the Dutch police, as well as the theft or loss of your passport or driving license. This report serves the registration of these facts.

### Alcohol, drugs, stimulants and intoxicants

Several covers include an exclusion for damage resulting from the use of alcohol, drugs, stimulants or intoxicants. If an insured person causes damage under influence, he or she can lose his or her right to assistance, a benefit and/or compensation from a claim. This provision also applies to the driver of a motor vehicle who is under the influence of alcohol, drugs, or stimulants.

### Abuse of trust, fraud

Trust is one of the basic principles of assurance. Trust is essential in providing security. For example, not providing information properly when declaring a security or settling a claim. When fraud occurs, for example, not providing information properly in the event of a claim or settling a claim, Chubb Europe Group SE can take one or more actions, including:

- terminating the insurance;
- reporting to the police;
- reporting of personal data in the common incident warning systems (e.g. the Central Information System);
- the recovery of any past or future costs incurred or to be incurred by Chubb European Group SE.

Chubb European Group SE has signed and is implementing the Insurance Fraud Protocol established by the Association of Insurers.

### Negative travel advice

If a traveller receives a negative travel advice and he travels to a dangerous area, he keeps his normal insurance cover, however, he should bear in mind that any assistance he may need - such as hospitalization or repatriation - may be more difficult than would be the case under normal circumstances, or even impossible. If, for example, in one country all airlines are closed, it is almost impossible to help stranded travellers get home.

### Terrorism

For damage that has arisen as a result of terrorist activity, limited cover applies to all insurance policies. The General Terms and Conditions contain the applicable provisions.

### Obligations/Preventive measures

Insurance is not just a matter of paying a premium and receiving a benefit in case of damage. With an insurance policy, there are not only rights for the insured, but also duties. For example, you and the other insured parties have a duty to do everything that is reasonably possible to prevent or reduce damage:

- always carry money, valuables and travel documents as hand luggage;
- never leave money, valuables or travel documents unattended, as on the beach when swimming in the sea;
- in principle, do not leave luggage in a means of transport;
- always take your luggage to the accommodation, even for one night's stay. Please note that the theft of money and travel documents from a means of transport is not covered.

If an insured does not take the obligatory preventive measures or does not comply with the prudence requirements, this can have consequences for the right to assistance, exclusion or indemnification. Both the General Conditions and the Special Conditions contain obligations. If a claimant does not comply with these obligations, he or she may lose his or her right to assistance, benefits or compensation.



## Definitions

### **Accident:**

sudden, unexpected physical injury to the insured person caused by external, violent means, resulting in his death or physical injury capable of being determined medically. Also regarded as accidents are sunstrokes, freezing, drowning, death from thirst or exhaustion, provided such cases occur as a result of having become isolated.

### **Acts of war:**

1. Armed conflict:  
any situation in which states or other organised parties are involved in a one-sided or mutual conflict with the help of military means. Armed conflict shall also be taken to mean military actions by a UN Peacekeeping force.
2. Civil war:  
a more or less organised state of violence between citizens of one and the same state, involving a major part of those citizens.
3. Uprising:  
organised violent resistance within a state, directed against the public authorities.
4. Internal disturbances:  
more or less organised violent acts, occurring in several places inside a state.
5. Riots:  
more or less organised local violent actions, directed against the public authorities.
6. Mutiny:  
more or less organised local violent actions, directed against the public authorities.

### **Assistance:**

Organisation of assistance services by Chubb Assistance. Telephone number: +31 (0)10 - 2 893 536

### **Card:**

A Visa World Card Business Gold issued by International Card Services.

### **Cardholder:**

The Main Cardholder or the Extra Cardholder.

### **Children:**

The children, adoptive children, foster children and stepchildren.

### **Chubb Assistance:**

The authority that arranges the assistance to which the insured is entitled according to the Special Conditions in the event of a covered event.

Chubb European Group SE:  
Chamber of Commerce Rotterdam No 24353249  
Marten Meesweg 8, 3068 AV Rotterdam  
PO Box 8664, 3009 AR Rotterdam  
Customer service: 0800 225 5223

### **Event:**

An event or a series of related events, as a result of which damage is caused. The event must have occurred during the insurance period services by.

### **Fire:**

A fire caused by combustion outside a fireplace, which is paired with flames and is able to spread on its own. Fire is in any case understood as:

- burning, scorching, melting, charring and sowing;
- electrical equipment and motors breaking down;
- the heating, burning and rupture of ovens and boilers.

Damage by fire shall also be understood to mean damage caused by extinguishing a fire.

### **Forced entry:**

Gaining unlawful access by breaking locks etc., as a result of which visible damage is caused.

**Fraud:**

Deceit practised deliberately and on improper grounds and in improper ways with the intention to obtain, or in an attempt to obtain, compensation (including compensation of expenses), cash payment for repairs to which payments the insured person is not entitled, or attempting to obtain insurance cover under false pretence.

**Insured amount:**

The amount stated in the policy conditions (including the cover note) as the maximum amount to be paid for a specific cover covered by the insurance.

**Insurer:**

Chubb European Group SE is a company subject to the French Insurance Code (Code des Assurances) with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has a fully paid-up share capital of € 896,176,662 and is subject to supervision by the 'Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Dutch branch, Marten Meesweg 8, 3068 AV Rotterdam, is registered with the Chamber of Commerce Rotterdam under number 24353249. In the Netherlands it is also subject to supervision by the Authority for the Financial Markets (AFM).

**International Card Services:**

International Card Services B.V. trading under the name International Card Services  
Chamber of Commerce Amsterdam No 33200596  
Wisselwerking 58, 1112 XS Diemen  
PO Box 46, 1100 AA Diemen.

**Jewellery:**

- Items that have been manufactured in order to be worn on or to the body and either in whole or in part are made of metals, or precious metals, stones or gems, minerals, ivory, coral, or red coral, and pearls;
- watches.

**Journey:**

Travel and accommodation of a recreational or business nature.

**Liability:**

The civil liability of the insured person for the damage he causes to persons and/or goods.

**Motor vehicle:**

1. The passenger car, camper, van or motorcycle:
  - with a Dutch license plate,
  - which is owned or hired by the driver in order to make the journey,
  - for which a driving license of category A, B or B/E is required and,
  - with which the insured person makes the journey.
2. The replacement motorcycle, even if it has a foreign number plate.

**Nuclear reactions:**

Any nuclear reaction as a result of which energy is released, such as nuclear fusion, nuclear fission or artificial and natural radioactivity.

**Relatives in the 1<sup>st</sup> or 2<sup>nd</sup> degree:**

- 1<sup>st</sup> degree:  
Spouse, parents, adoptive parents, foster parents, step parents, parents-in-law and children. The spouse is the person with whom the insured person cohabits on a permanent basis (registered partnership) or has a cohabitation contract.
- 2<sup>nd</sup> degree:  
Brothers, sisters, brothers-in-law, sisters-in-law, grandparents and grandchildren.

**Replacement value:**

The amount for which new items of the same type and quality can be purchased.

**The insured person:**

1. The Cardholder registered with International Card Services on the basis of the conditions applicable to his Visa World Card Business Gold.
2. The family members traveling with the Cardholder. Family members include the spouse and children of the Cardholder, who live at the same address as the Cardholder. The person with whom the Cardholder cohabits on a long-term basis (registered partnership) or has a cohabitation contract is equated with a husband/wife.



3. Maximum two children who:

- are not children of the Cardholder and;
- are younger than 19 years of age and;
- are traveling with the Cardholder and his/her insured children.

In the conditions the insured person is referred to as 'he', 'him' or 'his', which may also be read as 'she' or 'her' respectively.

**Uninsured travel companion**

One person:

- with whom the insured person has jointly made a booking for a travel or hire arrangement,
- who is named on the booking/reservation form for the journey and,
- who is not mentioned under the definition of insured party.



## General Terms and Conditions

### Article 1. General conditions

- 1.1 The General Conditions and Definitions apply to this insurance.
- 1.2 The Special Conditions shall also apply to this document.
- 1.3 If provisions in the Special Conditions deviate from the provisions in the General Conditions, the provisions in the Special Conditions shall prevail.

### Article 2. The insurance agreement

- 2.1 An insurance satisfies the requirements of uncertainty as referred to in the Dutch Civil Code, if the damage for which compensation is claimed by the insured party is the result of an event of which it was uncertain for the insured person and Chubb European Group SE at the time of the conclusion of the insurance that, as a result of that event:
  - damage had arisen or
  - was yet to arise for the insured person according to the normal course of circumstances.

### Article 3. Area of validity

- 3.1 The insurance is valid for travel all over the world.
- 3.2 Within the Netherlands, the insurance is valid during travel:
  - while the insured person is on his or her way to a destination outside the Netherlands or while he or she is on his or her way from abroad to his or her home address in the Netherlands;
  - where there is at least one transfer against payment. The insured person must be able to provide Chubb European Group SE with the original booking or payment receipt from a travel organisation, hotel, pension, campsite, recreation or bungalow park.
- 3.3 Chubb European Group SE does not provide cover within the Netherlands for travel to:
  - (vacation) homes and
  - caravans, tents and/or boats with a permanent home or berth, which are owned by the policyholder or another insured person or which the insured person rents for a period longer than 60 days.
- 3.4 The Legal Assistance cover applies within the following countries:  
Algeria, Andorra, Australia, Belgium, Bosnia, Bulgaria, Canada, Cyprus, Denmark (excluding Greenland), Germany, Egypt, Estonia, Finland, France, Greece, Great Britain, Hungary, Ireland, Indonesia, Israel, Iceland, Italy, Yugoslavia, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Moldova, Monaco, Netherlands Antilles and Aruba, New Zealand, Norway, Ukraine, Austria, Poland, Portugal (including Azores and Madeira), Romania, Russia, San Marino, Slovenia, Slovakia, Spain (including Canary Islands, Ceuta and Melilla), Czech Republic, Tunisia, Turkey, Vatican City, United States, Belarus, Sweden and Switzerland. The coverage Legal Assistance does not apply within the Netherlands.

### Article 4. Commencement and duration of the insurance

- 4.1 Chubb European Group SE provides cover from the moment the insured person and/or his/her luggage leaves his/her home for a journey. The cover ceases when the insured person and/or his luggage return to his home. The time of departure and the time of return must be within the validity period of the insurance.
- 4.2 Chubb European Group SE does not provide cover for events occurring after a period longer than 180 days has elapsed between the date of departure and the date of return.
- 4.3 If, due to an unforeseen delay outside the control of the transferee, the journey takes longer, Chubb European Group SE covers the longer duration up to the earliest possible point in time at which the transferee and/or his luggage can return to his home. The period mentioned in paragraph 2 and/or the period of validity of the insurance may be exceeded in that case.

### Article 5. Termination of the insurance

Except if otherwise agreed with the insured person by Chubb European Group SE, the insurance will end:

- 5.1 with immediate effect if the validity of the Visa World Card Business Gold as defined in the conditions of the Card ends;
- 5.2 with immediate effect for the insured person if he moves abroad;
- 5.3 with immediate effect for the insured person if he resides abroad for a period exceeding six consecutive months;
- 5.4 directly for an insured person if he does not reside with the Cardholder;



- 5.5 for the children of the Cardholder who:
- get married;
  - are no longer living at home, unless they are living away from home to attend daytime education;
  - turn 27 years of age;
- 5.6 if the insured person has committed fraud regarding an event or an event of damage, or has deliberately misstated the facts regarding such an event. In the event of fraud committed by an insured person, Chubb European Group SE or other legal entities belonging to Chubb European Group SE will be entitled to also terminate other insurances taken out with them with immediate effect. The insurance/insurances will end on the date mentioned in the termination letter. The time at which the insurance will end is 00:00 hours.

#### **Article 6. Extent of insurance/coverage**

- 6.1 For all coverages, Chubb European Group SE provides coverage up to maximum amounts stated in the Special Conditions.

#### **Article 7. General exclusions**

No cover is provided by Chubb European Group SE for damage or the need for assistance or legal aid:

- 7.1 caused by or connected with:
- a. acts of war;
  - b. nuclear reactions;
- The exclusion for nuclear reactions does not apply:
- if these relate to radioactive nuclides outside a nuclear plant. These nuclides must be used or intended for use for industrial, commercial, agricultural, medical, educational, scientific purposes, or non-military security purposes and
  - if a permit has been issued by the authorities for the production, use, storage and disposal of radioactive materials. To the extent that by law a third party is liable for the damage sustained, the exclusion will remain in force. 'Law' shall be taken to mean the Nuclear Accident Liability Act (Wet Aansprakelijkheid Kernong vallen) (Bulletin of Acts and Decrees (Staatsblad) 1979-225). This act sets out the special legal regime applicable in the field of nuclear energy. 'Nuclear plant' shall be taken to mean a nuclear plant within the meaning of the law or on board a ship;
- c. an earthquake, flooding or a volcanic eruption;
  - d. confiscation pursuant to a government order;
- 7.2
- a. which is capable of being recovered under an existing warranty, supply contract or the repairer's and/or trader's insurance;
  - b. which is covered by one or more other insurances, or would be covered if this insurance had not existed. In such cases cover is provided by Chubb European Group SE only for the difference between the insured amounts;
  - c. for which compensation is already paid by law or by virtue of another facility. In these cases Chubb European Group SE will provide cover only for the amount of the damage in excess of the amount which may be claimed elsewhere by the policyholder or the insured person;
- 7.3 that has been caused willfully, or with the consent of an insured person. This exclusion does not apply for the insured person who demonstrates that the circumstances referred to in his case are beyond his control;
- 7.4 if the insured party commits fraud in respect of an event or an event of damage or deliberately provides false or incomplete information, either directly or indirectly;
- 7.5 if there is a case of suicide by the insured person or an attempt to do so;
- 7.6 if the insured person is involved in willfully committing or taking part in a criminal offence/illegal activities or attempts to do so;
- 7.7 if these are related to the profession, business or paid position of the insured, except if it concerns administrative, commercial or supervisory activities. For the cover Legal aid, the exclusion also applies to administrative, commercial or supervisory activities;
- 7.8 if the insured carries out activities involving special risks;
- 7.9 if the insured is intentionally present or is involved in an act of hijacking, hi-jacking, strike or terrorism
- 7.10 if the insured is using an aircraft. This exclusion does not apply:
- if the insured is a passenger of an aircraft used for public passenger transport;
  - for ballooning, delta and ultralight flying, hang gliding, para-gliding and gliding. For these activities the exclusion does apply for the Accident cover;
- 7.11 if, while sailing on waters other than inland waters, it concerns competitions, solo sailing or sailing with vessels which are not suitable or equipped for sea sailing. For competitive sailing at sea this exclusion only applies to the Accident cover;



- 7.12 if the insured is training for, preparing for or participating in dangerous activities or sports, such as:
- abseiling, mountain climbing, except when practiced under recognized expert supervision,
  - winter sports competitions,
  - ice hockey,
  - speed runs and competitions involving motor vehicles or motor craft. Chubb European Group SE does offer does provide cover while participating in reliability, puzzle rides or similar events;
- 7.13 if, at the start of the journey, circumstances were known which meant that the incurrence of costs or the need for assistance could be foreseen or expected. The exclusions in paragraphs 5., 7., 8. and 10. to 12. inclusive do not apply to:
- the coverage Additional costs in case of death of the insured person;
  - the costs of medically necessary repatriation of the insured person who suffers the incident;
  - the costs of tracing, rescue and/or salvaging the insured party by a competent authority.
- The exclusions in paragraphs 10. to 12. do not apply to the Legal Aid cover.

## **Article 8. Obligations in the event of damage or assistance**

### **8.1 Reporting the damage**

As soon as the insured person is aware or should be aware of an event that may lead to an obligation on the part of Chubb European Group SE to pay out under a claim, he must:

- report the event in question by telephone to Chubb European Group SE at the earliest possible moment and send Chubb European Group SE a fully completed and signed claim form. The claim form can be completed at [www.chubbclaims.nl](http://www.chubbclaims.nl). Contact can also be made at [beneluxclaims@chubb.com](mailto:beneluxclaims@chubb.com) or by calling +31 (0)10 - 2 893 545.
- contact Chubb Assistance directly, if the help of this institute is called upon according to the Special Conditions.

### **8.2 Provision of information**

The insured person is obliged to send Chubb European Group SE, or any expert(s) whose services may have been engaged by Chubb European Group SE, as soon as possible all the original documents, data and papers that are of importance to Chubb European Group SE with a view to assessing its obligation to pay compensation. If Chubb Assistance requests certain documents from the insured, he must send them to Chubb Assistance. The information provided by the insured person will be used by Chubb European Group SE in order to determine the extent of the compensation and the entitlement to payments.

### **8.3 Cooperation**

- a. The insured person is obliged:
- to observe the instructions provided by Chubb European Group SE or the experts appointed by them;
  - to fully cooperate in the settlement of the damage and the relevant investigations;
  - to refrain from doing anything that might harm the interests of Chubb European Group SE;
  - to do all that is reasonably possible to prevent or reduce the damage;
- b. If an event occurs that may cause Chubb European Group SE to be liable for payment of compensation, the insured person shall refrain from making any representations about any responsibility or liability, nor make any payments or settlements, or commitments thereto.
- c. In the event of theft, loss, embezzlement or any other punishable offence the insured person shall without delay report this to the police. If abroad, the insured person will have to make the report to the local police. Proof of the event having been reported must be sent to Chubb European Group SE by the insured persons as soon as possible.
- d. If requested by Chubb European Group SE, the insured person will have to transfer his rights to an item that has been stolen or lost to Chubb European Group SE.

### **8.4 Sanctions in the event of non-compliance with any of the obligations. No rights whatsoever may be inferred from the insurance by the insured person, if he fails to comply with one or any of these obligations and, as a result,**

- a. has harmed the interests of Chubb European Group SE and/or
- b. by so acting intended to mislead Chubb European Group SE. This does not apply if the misleading does not justify the cancellation of rights.





### **Article 9. Assessing the damage to the insured item(s) of property**

9.1 In the event of damage to or loss of the insured item(s), the extent of the damage will be determined:

- in consultation with the insured person or
- by an expert appointed by Chubb European Group SE.

In the event of a dispute with the expert appointed by Chubb European Group SE, an insured person will be free to appoint an expert himself. In case those two experts fail to reach an agreement on the amount of the damage, they will in advance appoint a third expert. The third expert will consult with the other two experts and will subsequently make a binding decision on the amount of the damage within the limits of the amounts determined by the other experts. All of the above-mentioned experts must have agreed to observe the 'Gedragscode Expertiseorganisaties' (Loss Adjustment Organisations Code of Conduct). Chubb European Group SE will pay for the fees and expenses of all experts, except when they have refused to observe the above-mentioned code of conduct. The fees and expenses of the expert appointed by the insured person will be paid for by Chubb European Group SE to an amount not exceeding that of the fees and expenses of the expert appointed by Chubb European Group SE. If necessary, Chubb European Group SE will pay the costs over the applicable insured amount.

### **Article 10. Benefits/periods**

10.1 Chubb European Group SE will reimburse the damage to the insured person within four weeks from having received all the information that relates to the damage and is relevant to Chubb European Group SE with a view to assessing the damage. No statutory interest is owed by Chubb European Group SE within this period.

10.2 Any claim for compensation against Chubb European Group SE shall lapse 36 months after it became known to the insured person that a claim was due and payable. If in the case of liability cover the action of a third party against the insured is brought within the period of limitation or expiry period stipulated by law, the legal action brought by the insured against Chubb European Group SE shall not expire earlier than six months thereafter.

10.3 The insured person or his authorised representative will be notified by Chubb European Group SE. once that party has reached its final decision regarding a claim for payment. A final decision means:

- a. dismissal of the claim for compensation or
- b. compensation, or an offer of compensation, by way of a final settlement.

The insured person is free to dispute the position adopted by Chubb European Group SE. He should do so within a period of six months. This period commences on the day the entitled person or his authorized representative has learned of the position adopted by Chubb European Group SE. After this period the claim for compensation shall become time-barred.

### **Article 11. Settling with the insured persons**

11.1 Payments under the accident cover are made by Chubb European Group SE to the insured person who is affected by the accident or, in the event of his death, to his beneficiary or beneficiaries.

1.2 Other compensation and benefits shall be paid by Chubb European Group SE to one insured person.

### **Article 12. Performance of duties by Chubb Assistance**

12.1 Chubb Assistance shall provide its services within a reasonable time. It does so in proper consultation with the insured or the person representing his/her interests and in so far as governmental regulations or other external influences do not make these services impossible.

12.2 Chubb Assistance is free to choose the person it engages for assistance.

12.3 Chubb Assistance may require in advance the necessary financial guarantees for costs arising from its services but which are not covered by this insurance. If Chubb Assistance guarantees are not obtained, its obligation to provide the requested services ceases.

### **Article 13. Recovery of costs for uninsured services**

13.1 The insured must recover bills from Chubb European Group SE or Chubb Assistance for services and costs not covered by insurance must be paid within 30 days of the date of the invoice. If the insured does not pay the bill or does not pay it on time, Chubb Assistance may proceed with debt collection. The costs associated with the collection will be borne entirely by the insured.



## **Article 14. Terrorism cover with the Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V. (NHT)**

### 14.1 Definitions

In this article and the provisions based thereupon, the following terms shall have the following meanings assigned to them, unless stated otherwise:

a. Terrorism:

Any violent acts and/or conduct - committed outside the scope of one of the six forms of acts of war (see the Definitions) as referred to in 3:38 of the Financial Supervision Act (Wet op het financieel toezicht) - in the form of an attack or a series of attacks related in time and intention, as a result of which injury and/or impairment of health, resulting in death or otherwise, and/or damage to property arises or any economic interests are otherwise harmed, in which case it is likely that said attack or series of attacks - in any organisational context or otherwise - was planned and/or carried out to realize certain political and/or religious and/or ideological aims.

b. Malevolent contamination:

The spreading (either directly or indirectly) - committed outside the scope of one of the six forms of acts of war (see the Definitions) as referred to in 3:38 of the Financial Supervision Act (Wet op het financieel toezicht) - of germs of a disease and/or substances which as a result of their direct or indirect physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, resulting in death or otherwise, to humans or animals and/or may cause loss of or damage to property or may otherwise harm economic interests, in which case it is likely that the spreading (either directly or indirectly) - in any organisational context or otherwise - was planned and/or carried out with a view to realizing certain political and/or religious and/or ideological aims.

c. Precautionary measures:

Any precautionary measures taken by the authorities and/or insured parties 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.

d. Dutch Terrorism Risk Reinsurance Company (Nederlandse Herverzekeringmaatschappij voor Terrorisme schaden N.V.) (NHT):

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract, which may either directly or indirectly arise for insurance companies authorised in the Netherlands from the manifestation of the risks referred to in (a), (b), and (c), may be transferred.

e. Insurance contracts:

1. Non-life insurance contracts insofar as they relate to risks situated in the Netherlands in accordance with the provisions of article 1 (1) under 'state where the risk is situated' of the Financial Supervision Act.
2. Life insurance contracts insofar as they are entered into with a policyholder whose normal residence is in the Netherlands, or, if the policyholder is a legal entity, with the Dutch-based location of the legal entity to which the insurance contract relates.
3. Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose normal residence is in the Netherlands, or, if the policyholder is a legal entity, with the Dutch-based location of the legal entity to which the insurance contract relates.

f. Insurers authorised in the Netherlands:

Life, funeral in kind and non-life insurers which in accordance with the Financial Supervision Act are authorised to conduct the insurance business in the Netherlands.

### 14.2 Limitation of cover for terrorism risk:

a. If and insofar as, subject to the descriptions contained in 1 (a), 1 (b), and 1 (c), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which either directly or indirectly relates to:

- terrorism, malevolent contamination or precautionary measures,
- any acts or conduct in preparation for terrorism, malevolent contamination or precautionary measures, hereinafter collectively to be referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurer in respect of any claim for damages and/or benefit submitted to it, 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 an accumulation of assets increased by the amount of the capital accrual already realised pursuant to the insurance in question. With life insurances the amount of the capital accumulation realised the premium reserve to be maintained pursuant to the Financial Supervision Act for the insurance in question under the Financial Supervision Act for the insurance in question.



- b. The NHT provides reinsurance cover for the aforementioned claims up to a maximum of 1 billion per calendar year. This amount may be adjusted from year to year and applies to all insurers affiliated to the NHT affiliated insurers together. Any adjustment will be announced in three newspapers published nationally.
- c. Contrary to the provisions of the previous paragraphs of this article, the following shall apply to insurances relating to:
- 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 € 75 million per policyholder per insured location per year for all participating insurers, as referred to in paragraph 1 collectively, irrespective of the number of policies issued. For the purpose of this paragraph insured location shall be taken to mean: all objects insured by the policy-holder that are present at the address of the premises to which the risk applies, as well as all objects insured by the policyholder located outside the address of the premises to which the risk applies, whose use and/or purpose is in relation to the business activities conducted at the address of premises to which the risk applies. To be considered as such will in any case be all objects insured by the policyholder which are located at a distance of less than 50 meters from each other, and of which at least one is situated at the address to which the risk applies. For the purpose of this paragraph it is provided that, with regard to legal persons and companies associated in a group, as referred to in article 24. b of Book 2 of the Dutch Civil Code, all group companies collectively will be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

#### 14.3 Payment Protocol NHT:

- a. The reinsurance of the insurer with the NHT is governed by 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 is inter alia entitled to defer payment of the amount of compensation or the insured amount until such time as the NHT is able to determine whether and to what extent it has sufficient financial resources at its disposal in order to settle in full all claims for which it provides cover in its capacity as a reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it will be entitled in accordance with the provisions in question to pay partial compensation to the insurer.
- b. The NHT is authorised, with due observance of provision 7 of the Protocol, to decide whether an event in connection with which a claim for compensation is made, should be considered as a consequence of the manifestation of the terrorism risk. Any decision made to that effect by the NHT, in accordance with the aforementioned provision, shall be binding upon the insurer, the policyholder and the insured parties.
- c. Not until the NHT has notified the insurer of the amount that will be paid in respect of any one claim for compensation, by way of an advance or otherwise, will the insured party be entitled to demand payment of the relevant amount as referred to in article 3.a from the insurer.
- d. The reinsurance cover by the NHT shall pursuant to provision 17 of the Protocol apply exclusively to claims for damages and/or benefit which are reported within 24 months after the NHT has established in respect of a certain event or circumstance, that it is to be regarded as a manifestation of the terrorism risk within the context of this article.

## Article 15. Privacy regulations

### REGISTRATION OF PERSONAL DATA

15.1 Chubb European Group SE uses personal data provided by you to us to accept and administer this insurance, including any resulting claims. The data collected includes basic contact details such as your name, address and policy number, but may also include more detailed information (for example, your age, medical data, financial situation or claims history) in so far as this is relevant to the risk to be insured, the services to be provided or the services or claims you may wish to make. Chubb European Group SE is part of a global group of companies and your personal data may be shared with group companies in other countries, to the extent necessary to provide coverage for your policy or to store your data. Chubb European Group SE also uses authorised service providers, who have access to your personal data subject to our instructions and control. You have a number of rights with respect to the personal data you have provided, including rights of access and, in certain cases, the right to erasure and deletion. In this section, Chubb European group SE has briefly explained how they use your personal data. For more information, we strongly recommend that you consult the General Privacy Policy, which can be viewed here: [www.chubb.com/benelux-nl/footer/privacy-policy.aspx](http://www.chubb.com/benelux-nl/footer/privacy-policy.aspx). You can always ask Chubb European Group SE for a paper copy of the Privacy Policy by sending an email to [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com). When processing personal data within The Netherlands, Chubb European Group SE also adheres to the Code of Conduct for the Processing of Personal Data of the Dutch Association of Insurers, which you can consult via the website of the Dutch Association of Insurers, [www.verzekeraars.nl](http://www.verzekeraars.nl), or which you can request from the Dutch Association of Insurers, PO Box 93450, 2509 AL The Hague, telephone +31 (0)70 - 3 338 500.



#### **Article 16. Applicable law**

16.1 The English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of The Netherlands shall apply.

#### **Article 17. Complaints procedure**

17.1 If you have a complaint, Chubb European Group SE would like to hear from you and will do its utmost to find a solution together with you. Complaints and disputes relating to this agreement can be submitted to:

Chubb, Marten Meesweg 8, 3068 AV in Rotterdam or by email at [info.benelux@chubb.com](mailto:info.benelux@chubb.com).

If the insurer's decision does not satisfy the insured party, it may apply to (within three months):

The Dutch Institute for Financial Disputes (Kifid)

PO Box 93257

2509 AG The Hague

Tel: 0900 - 355 22 48

or via [www.kifid.nl](http://www.kifid.nl)

To submit a complaint with Kifid, you must first register at [www.mijnkifid.nl](http://www.mijnkifid.nl). You can also submit the complaint directly to the civil court, without having to go through the procedure of the Dutch Institute for Financial Disputes (Kifid). This policy document is governed by Dutch law and any dispute will be submitted to the exclusive jurisdiction of the Dutch court.

#### **Article 18. Sanction clause:**

18.1 The (re)insurer shall not provide cover or pay benefits or compensation or any other benefit if the (re)insurer (or its parent company, direct or indirect holding company of the (re)insurer) is thereby exposed to fines or restrictions (including extraterritorial sanctions or restrictions to the extent that they do not conflict with the law applicable to the (re)insurer), which arise from trade and economic sanction, legislation or regulation.

## Special Conditions Cover Accidents

#### **Article 19. Additional Definitions**

In these Special Terms and Conditions the following terms have the following meanings:

19.1 Permanent disability:

Permanent total or partial (functional) loss of a part of the body or an organ of the insured person.

19.2 Motor vehicle:

In addition to the term motor vehicle as stated in the General Definitions, a motorcycle.

19.3 Accident:

In addition to the term accident as used in the General Definitions:

- a. acute poisoning due to the sudden and unintentional ingestion of gases, vapours and liquid or solid substances. This does not include poisoning due to the ingestion of allergens or germs;
- b. sudden and involuntary ingestion of substances or objects in the digestive tract, the respiratory tract, the eyes and/or the ears, causing internal injury. Injury through the ingestion of allergens or germs is excluded from this;
- c. contamination or poisoning by an involuntary fall into water or any other liquid or solid substance;
- d. freezing, burning, drowning, suffocation, sunstroke, heat stroke, lightning and the physical consequences of physical effects of electrical discharges and etching by corrosive substances;
- e. starvation, thirst, exhaustion and sunburn if the insured is isolated in a natural disaster, collapse, freezing, snowing in, emergency landing, shipwreck or by any other major general disaster;
- f. sudden sprain, dislocation and muscle and ligament rupture. The nature and location of these injuries must be medically determinable;
- g. complications or aggravations of the accident/injury which are a direct consequence of first aid or of treatment made necessary by an accident. This treatment must have been carried out by or on the orders of a doctor recognised by the competent authorities;
- h. wound infection or blood poisoning which is a direct consequence of an accident/injury;



- i. whiplash trauma followed by post-whiplash syndrome, which in any case is understood to mean physical functional limitations that are the result of a cervical or lumbar acceleration/deceleration injury of the spinal column;
- j. an accident which befalls the insured while performing actions to save people, animals, property and/or himself;
- k. an accident which befalls the insured party during legitimate self-defence.

#### **Article 20. Scope of the cover**

20.1 When an insured person dies or becomes permanently disabled as a direct and exclusive result of an accident, Chubb European Group SE provides coverage for the insured amounts specified in the cover overview and in these conditions.

#### **Article 21. Additional exclusions**

The exclusions included in the General Terms and Conditions for damages also apply to the cover Accidents.

In addition, the following provisions apply.

- 21.1 Chubb European Group SE will not provide cover for accidental injury which is caused, promoted or aggravated:
- a. through the gross negligence of the insured or a beneficiary. This exclusion does not apply to:
    - the insured who demonstrates that he/she cannot be blamed for the aforementioned circumstances;
    - the beneficiary who demonstrates that neither he nor the insured person can be blamed;
  - b. as a result of an accident which has happened to the insured person if the insured person has consumed alcohol and the blood alcohol level or the breath alcohol level is higher than legally permitted;
  - c. in the case of the use of medicines, intoxicants, narcotics or stimulants.  
This exclusion does not apply if:
    - the use corresponds to the prescription issued by a doctor or pharmacy, and
    - there are no warnings in the leaflet which indicate that the medicine reduces the ability to react;
    - the aforementioned drugs have been administered against the will or without the knowledge of the insured. Chubb European Group SE will not invoke this provision if a beneficiary at the time of the accident was being maintained by the insured who, as a result of that accident dies;
  - d. if there is an accident that happened to the insured while driving a motor vehicle without him/her being in possession of a valid Dutch driver's license or driving instruction certificate for that purpose;
  - e. in the case of an accident which happened to the insured party as a driver or passenger of a motorcycle or moped without wearing a crash helmet. This exclusion does not apply if the insured person demonstrates that the injury was not the result of not wearing a crash helmet;
  - f. as a result of an accident which befell the insured person while training for, preparing to take part in, or participating in dangerous activities or sports, such as:
    - abseiling, rock climbing, mountain climbing;
    - making glacier journey, unless these are made under the supervision of a recognised guide;
    - mountain walks or mountain hikes along paths or over terrain not easily accessible to inexperienced persons;
    - bungee-jumping, white water rafting;
    - competitive sailing at sea;
    - ballooning, delta and ultra-light flying, hang gliding, para-gliding, parachuting, para-gliding and gliding;
    - martial arts, rugby, cycling and horse racing;
  - g. if the insured person practices winter sports other than alpine skiing, cross-country skiing, mono-skiing, tobogganing other than on a race track, skating, skibob, ski sailing, sledging, snowboarding, surfing, swingbo and ice sailing. The aforementioned sports are excluded if the insured practices them:
    - in competition;
    - without expert supervision outside the areas designated for the public for this purpose;
  - h. if the insured person practices sport other than as an unpaid amateur.
- 21.2 Chubb European Group SE will not provide benefits for accidents which have occurred:
- a. due to a pathological condition or physical or mental abnormalities of the insured, except if these circumstances are a consequence of an accident for which Chubb European Group SE under this insurance has made or is due a payment;
  - b. from mental disorders of any kind, except when these are medically demonstrable to be the direct result of brain damage caused by the accident;
  - c. during the time that the insured is detained. This means in any case that the insured person is not entitled to a payment during entitled to a payment during pretrial detention, imprisonment and government custody (detention). This provision applies both to detention in the Netherlands and abroad.



## **Article 22. Additional obligations**

In addition to the obligations set out in the General Terms and Conditions, the following provisions shall apply.

- 22.1 The insured or the beneficiary must, as soon as he becomes aware of an accident which may give rise to a payment by Chubb European Group SE may be a reason to make a benefit payment, the insured or beneficiary must report that event as soon as possible, but in n any case within 90 days of the date of the accident, report that event to Chubb European Group SE. He/she must provide Chubb European Group SE a claim form duly completed and signed by him or her.
- 22.2 The beneficiary must, when an insured dies as a result of an accident, inform Chubb European Group SE. The beneficiary must in any case inform Chubb European Group SE as soon as possible so that, before burial or cremation, an internal and external examination of the insured party's body can be carried out.
- 22.3 If the notification is not made within the period specified in paragraph 1, a right to payment for permanent disability may still arise, but only if Chubb European Group SE is shown that
- the permanent disability is only the result of the accident;
  - the permanent disability is solely the result of the accident;
  - the consequences of the accident have not been aggravated by illness, infirmity or an abnormal state of body or mind;
  - the insured party has followed the instructions of the attending physician in all respects.
- The insured can no longer derive any rights from the policy if the notification of the accident to Chubb European Group SE later than 36 months after the accident.
- 22.4 The insured or the beneficiary must further:
- a. provide all cooperation to enable Chubb European Group SE to determine the cause of the accident and/or the cause of death. If necessary, this includes an internal and external examination of the corpse, if necessary;
  - b. the insured party who has suffered an accident must immediately be treated by a qualified doctor. The insured party must do everything possible to promote recovery and refrain from everything which may delay the recovery;
  - c. upon recovery or discharge from medical treatment inform Chubb European Group SE in writing as soon as possible;
  - d. provide all information that Chubb European Group SE deems necessary, including an original statement from a local doctor, to Chubb European Group SE or to medical and other experts appointed by Chubb European Group SE.
  - e. prove of payment of the journey with the Card when determining an increased benefit in accordance with Article 25 on the basis of the account/summary of the Card account showing the payment for the journey;
  - f. not conceal, incorrectly or incompletely state any facts or circumstances which may affect the determination of the degree of permanent disability or the right to compensation;
  - g. if necessary, be examined by an independent physician appointed by the medical adviser of Chubb European Group SE;
  - h. inform Chubb European Group SE as soon as possible during the handling of the request for benefits if the insured person goes abroad.

## **Article 23. Determination of the degree of permanent disability**

- 23.1 When determining the degree of permanent disability, Chubb European Group SE shall not take into account the (future) occupation of the insured person or his (future) activities.
- 23.2 The amount of the permanent disability benefit shall be determined as soon as a final state has been reached with regard to the injuries sustained by the insured person.
- 23.3 The degree of disability shall be determined no later than 24 months after notification of the accident. If the insured person has been injured for more than three months, the amount of the permanent disability benefit shall be calculated on the basis of the amount of the permanent disability benefit. The amount of the permanent disability benefit shall be determined as soon as a final state has been reached with regard to the injuries sustained by the insured person.
- 23.4 Death of the insured:
- as a result of a cause unrelated to the accident which befell him and
  - before the degree of permanent disablement has been established, Chubb European Group SE will make a payment on the basis of the latest information known to Chubb European Group SE concerning the disability.
- 23.5 The determination of the percentage of loss (of function) shall take place in accordance with objective criteria, namely in accordance with the latest edition of the American Medical Association (AMAGuide), supplemented by the guidelines of the Dutch specialists' association.



#### **Article 24. Payment in the event of death**

- 24.1 When the insured person dies as a direct and exclusive result of an accident, Chubb European Group SE shall pay the insured amount stated in the cover overview under Accident cover.
- 24.2 If Chubb European Group SE has already paid a benefit for permanent disability for the same insured person in respect of the same accident, Chubb European Group SE will deduct from the amount of the benefit the insured person has already paid.
- 24.3 If the benefit paid by Chubb European Group SE for permanent disability is higher than the amount which Chubb European Group SE is obliged to pay in the event of death, Chubb European Group SE shall not reclaim the excess.

#### **Article 25. Payment in the event of permanent disablement**

- 25.1 Payment for permanent disablement of the Insured as a direct and exclusive result of an accident takes place on the basis of the insured amount stated under Cover Accidents under Permanent Disablement.
- 25.2 In the cases listed below, Chubb European Group SE pays the following percentage of the sum insured:
- |                                                                                                                                        |      |
|----------------------------------------------------------------------------------------------------------------------------------------|------|
| a. incurable complete insanity or incurable complete disturbance of the mind as a result of brain damage                               | 100% |
| b. loss of full vision of both eyes                                                                                                    | 100% |
| c. loss of total sight in one eye                                                                                                      | 30%  |
| If Chubb European Group SE has already made a payment under this insurance for loss of total sight in the other eye                    | 70%  |
| d. total loss of hearing in both ears                                                                                                  | 60%  |
| e. total loss of hearing in one ear                                                                                                    | 25%  |
| If, on the basis of this insurance, Chubb European Group SE has already made a payment of for a total loss of hearing in the other ear | 35%  |
| f. loss of complete power of speech                                                                                                    | 50%  |
| g. loss of a lung                                                                                                                      | 25%  |
| h. loss of the spleen                                                                                                                  | 5%   |
| and for a total loss or loss of the ability to use:                                                                                    |      |
| i. an arm up to the shoulder joint                                                                                                     | 75%  |
| j. an arm in or above the elbow joint                                                                                                  | 70%  |
| k. a hand or an arm below the elbow joint                                                                                              | 65%  |
| l. a thumb                                                                                                                             | 25%  |
| m. an index finger                                                                                                                     | 15%  |
| n. a middle finger                                                                                                                     | 12%  |
| o. the ring finger or the little finger                                                                                                | 12%  |
| p. all fingers of one hand                                                                                                             | 65%  |
| q. one leg up to the hip joint                                                                                                         | 75%  |
| r. a leg at or above the knee joint                                                                                                    | 60%  |
| s. one foot or one leg below the knee joint                                                                                            | 50%  |
| t. one big toe                                                                                                                         | 10%  |
| u. one of the other toes                                                                                                               | 5%   |
| v. the smell or the taste                                                                                                              | 10%  |
| w. all the natural teeth                                                                                                               | 2%   |
- 25.3 In the event of partial loss or partial loss of the capacity to use in the cases listed in paragraph 2, Chubb European Group SE shall pay a proportionate part of the said percentage.
- 25.4 In the event of partial loss of the permanent natural teeth, Chubb European Group SE shall always base the calculation of the benefit on 32 teeth. Here partial loss is understood to mean the complete loss of the capacity to use the relevant tooth element(s).
- 25.5 In cases of permanent disability other than those referred to in paragraph 2., Chubb European Group SE shall determine the benefit according to the degree of disability caused by the accident.
- 25.6 If an existing disablement is increased by an accident, Chubb European Group SE will pay a benefit based on the degree of disablement following that accident, less the degree of disablement which existed before the accident. In doing so, Chubb European Group SE shall take into account the criteria set out in this Article.



25.7 In the event of one or more successive accidents occurring within a period of 24 hours, Chubb European Group SE shall, for each insured person in total pay not more than the sum insured stated on the cover overview under Cover for Accidents under Permanent Disablement.

25.8 When post-whiplash syndrome is established according to the guidelines of the Dutch Association of Neurology, Chubb European Group SE will make a one-off payment of a maximum of 8% of the amount insured for permanent disability.

**Article 26. Increased payment in case of permanent disability**

26.1 Chubb European Group SE provides cover for an increased payment as described in paragraphs 2. to 5. if the journey has been paid for in advance and in full with the Card and for which the insured's Card account has been or is charged.

26.2 An insured amount of € 42,750 shall apply to the determination of this increased benefit.

3. For the determination of this increased benefit, an insured amount of € 10,750 shall apply if:
  - a. the insured party is 70 years of age or older at the time of the accident, or
  - b. the Insured is younger than 23 at the time of the accident and it concerns an accident which happened to the insured party as a driver or passenger of a motorcycle with a cylinder capacity of 50 cc or more.
4. If the permanent disability rate exceeds 25%, Chubb European Group SE will increase the benefit rate as shown in the following overview:

<b>disability rate</b>	<b>benefit rate</b>	<b>disability rate</b>	<b>benefit rate</b>	<b>disability rate</b>	<b>benefit rate</b>
26%	28%	51%	105%	76%	230%
27%	31%	52%	110%	77%	235%
28%	34%	53%	115%	78%	240%
29%	37%	54%	120%	79%	245%
30%	40%	55%	125%	80%	250%
31%	43%	56%	130%	81%	255%
32%	46%	57%	135%	82%	260%
33%	49%	58%	140%	83%	265%
34%	52%	59%	145%	84%	270%
35%	55%	60%	150%	85%	275%
36%	58%	61%	155%	86%	280%
37%	61%	62%	160%	87%	285%
38%	64%	63%	165%	88%	290%
39%	67%	64%	170%	89%	295%
40%	70%	65%	175%	90%	300%
41%	73%	66%	180%	91%	305%
42%	76%	67%	185%	92%	310%
43%	79%	68%	190%	93%	315%
44%	82%	69%	195%	94%	320%
45%	85%	70%	200%	95%	325%
46%	88%	71%	205%	96%	330%
47%	91%	72%	210%	97%	335%
48%	94%	73%	215%	98%	340%
49%	97%	74%	220%	99%	345%
50%	100%	75%	225%	100%	350%

For an accident, the sum of the benefit rates never exceeds 350%.

26.5 If the payment according to the provisions of this article is lower than the payment according to the provisions of Article 25., payment will be made in accordance with the provisions of Article 25. The amounts insured and the benefits in accordance with article 25. and article 26. shall never be added together.





#### **Article 27. Benefit**

- 27.1 The insured is the beneficiary for the benefits that Chubb European Group SE makes under this coverage.
- 27.2 The heirs are the beneficiaries for the benefit for the death of the insured. The heirs shall receive benefits in the same proportion in which they share in the estate.
- 27.3 The policyholder has the right to arrange for a different beneficiary, insofar as the legal regulations permit.
- 27.4 The government cannot act as beneficiary.

#### **Article 28. Statutory interest**

In deviation from the General Terms and Conditions, the following provisions shall apply to statutory interest.

- 28.1 If the degree of permanent disability has not yet been established within 12 months of the date of the accident Chubb European Group SE shall compensate the statutory interest from the 366<sup>th</sup> day after the day on which the accident occurred.
- 28.2 If the accident is reported to Chubb European Group SE later than within 90 days of the accident, Chubb European Group SE shall only reimburse statutory interest from the 366<sup>th</sup> day after the report is received by Chubb European Group SE has received the report.
- 28.3 In both cases, the right to compensation of statutory interest ends on the day that Chubb European Group SE makes the payment. Chubb European Group SE shall reimburse the statutory interest at the same time as the benefit.

## Special Conditions Cover Medical Costs

#### **Article 29. Cover**

The Medical Costs cover only applies if:

- 29.1 a primary insurance or provision for medical and dental costs has been taken out for the insured person in question with a Dutch healthcare insurer and
- 29.2 the medical and/or dental costs are not covered under the terms and conditions of the primary insurance or provision referred to in paragraph 1.

#### **Article 30. Extent of the cover for medical costs**

- 30.1 Chubb European Group SE provides cover for the costs of medical treatment if the need to incur those costs arises during the journey.
- 30.2 Chubb European Group SE will reimburse the cost of medical treatment abroad:
- as long as the coverage is valid, but to the extent that the insured person incurs them within the period of 365 days after the day on which the medical treatment abroad began, and
  - insofar as the treatment cannot be postponed until after return to the Netherlands and
  - the doctor or hospital is recognized as such by the competent authorities. The costs of Medical treatment are understood to mean:
    - a. the fees of the attending physician(s);
    - b. the costs of applied treatments and examinations carried out on the advice of a doctor;
    - c. the costs of admission, treatment and nursing in a hospital up to the day on which the insured person returns to his country of origin without any medical risk. The hospital must be recognized as such by the competent authorities;
    - d. the costs of medicines and/or bandaging prescribed by a doctor;
    - e. the costs of medical aids (crutches, walking frames, etc.) prescribed by a doctor up to a maximum of € 125 per insured person.
    - f. the costs of transport to and from the nearest place where the medical treatment can be provided. The transport must take place on medical advice.
- 30.3 Chubb European Group SE shall reimburse the costs of medical treatment in the Netherlands:
- that are the result of an accident that has happened to the insured outside the Netherlands and
  - as long as the cover is valid, but to the extent that the insured party incurs them within a period of 365 days following the day on which the accident occurred, and
  - up to a maximum of € 1,000 per journey.



The costs of medical treatment are understood to mean:

- a. the fees of the attending physician(s);
- b. the costs of applied treatments and examinations that take place on the advice of a doctor;
- c. the costs of admission, treatment and nursing in a hospital. The hospital must be recognized as such by the competent authorities;
- d. the costs of medicines and/or bandaging prescribed by a doctor;
- e. the costs of transport to and from the nearest place where the medical treatment can be provided. Transport must take place on medical advice.

30.4 Chubb European Group SE provides cover for the costs of hospitalization of the insured person based on the care class in which the admission takes place. This nursing class may not exceed the (comparable) nursing class for which the insured is insured in the Netherlands.

### **Article 31. Scope of coverage for dental costs**

31.1 Chubb European Group SE will reimburse up to a maximum of the amount per insured person stated on the coverage overview specified in the cover overview:

- a. the costs of dental treatment abroad if:
  - the need to incur those costs arises during the journey and
  - from a dental point of view, the treatment cannot be postponed until after return to the Netherlands and
  - the treatment could not be foreseen or expected at the start of the journey and
  - the dentist is recognized as such by the competent authorities;
- b. the costs of dental follow-up treatment in the Netherlands:
  - that are the result of an accident that has happened to the insured person outside of the Netherlands,
  - for which the insured person consulted a doctor and/or dentist in the country concerned and
  - which the insured person incurs within a period of 365 days after the day on which the first dental treatment took place outside of the Netherlands and
  - if the dentist is recognized as such by the competent authorities.

31.2 The costs of dental treatment are understood to mean:

- a. the fees of the treating dentist(s);
- b. the costs of applied treatments and examinations carried out on the advice of a dentist or physician;
- c. the costs of medicines and/or bandages prescribed by the dentist.

### **Article 32. Additional exclusions**

The exclusions included in the General Terms and Conditions for damages also apply to the cover Medical costs. In addition, Chubb European Group SE does not provide coverage for costs:

32.1 that are related to illnesses, conditions or abnormalities for which the insured person:

- was already receiving treatment abroad before the start of the journey;
- went on the journey (partly) with the objective of obtaining treatment for it;

32.2 for which it was established before the commencement of the journey that the insured person must incur during the journey;

32.3 of medical and dental treatment:

- which the insured person incurs in the country of which he is a national and
- which are the result of an illness, disorder or abnormality which existed or caused before the commencement of the journey.  
This exclusion does not apply if the insured party can demonstrate (or have demonstrated) that the treatment could not be foreseen or expected at the start of the journey.

### **Article 33. Additional obligations**

In addition to the obligations set forth in the General Conditions, the following provisions shall apply.

33.1 During a stay outside the Netherlands, the insured party must contact Chubb Assistance as soon as possible by telephone in the following cases:

- serious illness;
- serious accident;
- hospitalization. If possible, the contact with Chubb Assistance must be made in advance.



33.2 In the event of transport, as described in articles 30.2 f and 30.3 e, the insured must cooperate fully in order to obtain a written statement from the attending physician to the effect that the chosen method of transport and medical assistance was necessary and responsible.

33.3 The insured must:

- a. provide any information that Chubb European Group SE deems necessary, including an original statement from a local doctor, to Chubb European Group SE or medical and other experts appointed by Chubb European Group SE and grant the necessary authorizations for this;
- b. do everything possible to promote recovery and refrain from anything which may delay recovery.

## Special Conditions Cover of Extra Costs

### Article 34. Cover

34.1 Chubb European Group SE provides cover for the unforeseen additional costs listed in articles 35. to 38.

The mentioned costs qualify for reimbursement if:

- they are the result of events or circumstances over which the insured person has no influence and
- the insured person demonstrably and within reason has to, or would have to, incur them during the journey.

34.2 Chubb Assistance must give its prior consent to the incurrence of expenses. Only when the insured was not reasonably able to consult Chubb Assistance, the costs will be reimbursed as if Chubb Assistance had been called in.

### Article 35. Extent of cover for additional costs in the event of illness, accident, strike, natural disasters or climatic circumstances

35.1 Costs of transporting the mortal remains or burial or cremation abroad

a. The costs incurred for:

- the transport of the mortal remains of an insured person to the Netherlands or
- the costs of the burial or cremation abroad on the spot. Chubb European group SE does not reimburse these costs if they take place in the country of which the insured person is a national or in the country where the insured person previously resided.

b. For burial or cremation abroad, Chubb European Group SE never reimburses more than the amount of the costs of transporting the mortal remains to the Netherlands.

35.2 Costs of interim return

The additional costs incurred for the early return to the Netherlands of the insured person and of any return journey to the original destination within the original duration of the journey, as a result of:

- a.
  1. the death of another insured person;
  2. a serious illness or serious accident injury of another insured person, if transportation of that sick or injured insured person to the Netherlands is medically necessary;
  3. the death, serious illness or serious accidental injury of unaccompanied
    - family members in the 1st or 2<sup>nd</sup> degree of the insured, or
    - persons with whom the insured person cohabits on a permanent basis and who run a joint household. Chubb European Group SE will only reimburse these costs if the death or illness could not have been foreseen or expected at the start of the journey;
- b. material damage to the property of the insured, the home which he/she rents or the company where he/she is employed, which requires his/her presence;
- c. the failure of the insured's business representative, as a result of which his/her presence is required.

This cover only applies:

- for journeys for which cancellation insurance has been taken out with Chubb European Group SE, on which business continuity is covered and
- when the business representative insured on that cancellation insurance fails due to an event covered for him.



### 35.3 Cost of entry and stay

- a. The costs incurred in the event of the death, serious illness or serious accident/injury of the insured incurred for:
  1. the entry from the Netherlands and the return journey of:
    - family members in the 1st degree of that insured person who reside in the Netherlands or
    - persons with whom that insured person cohabits on a permanent basis and runs a joint household;
  2. the local stay of the persons referred to in paragraph 1;
  3. the journey of one person for necessary assistance to the insured person travelling alone or who is the caretaker or supervisor of insured children who are younger than 16 years of age or of insured persons who are physically or mentally handicapped. This person has the same coverage during the journey as the insured person, except for the Accident coverage. Chubb European Group SE will reimburse the mentioned costs for a maximum period of 21 days;
  4. the journey of one person, to support an insured family member if no other family member is present in the travel group. This person has the same coverage as the insured during the journey, except for the Accident coverage. Chubb European Group SE will reimburse the mentioned costs for a maximum period of 21 days.
- b. These costs will only be reimbursed if the death or illness could not have been foreseen or expected at the start of the journey.

### 35.4 Costs due to delay in departure

- a. The additional travel and/or accommodation costs to be incurred:
  1. in the event of delay of the boat, bus, train or aircraft used by the insured for the journey due to:
    - avalanches, abnormal snowfall, mountain collapses, floods or other natural disasters;
    - a strike at transport companies;
    - road blockades and
  2. missing the connection(s) provided for in the travel documents due to that delay. The delay must be at least eight hours. For a scheduled flight the delay must be at least four hours.
- b. The additional travel and/or accommodation expenses incurred when travelling by private means of transport incurred as a result of:
  1. avalanches, abnormal snowfall, mountain torrents, floods or other natural disasters;
  2. road blockades.

### 35.5 Costs for longer stays

- a. The additional accommodation costs incurred when the original return date is exceeded for:
  1. medically necessary longer stay of an insured as a result of a serious illness or serious accident;
  2. medically necessary longer stay of other insured parties in case of death, serious illness or serious accident of an insured person;
  3. necessary longer stay due to avalanches, abnormal snowfall, mountain torrents, floods or other natural disasters;
  4. necessarily prolonged stay due to a strike at transport companies;
  5. a longer stay necessitated by road blockades;
  6. necessary longer stay due to a delay of at least eight hours of the public transport on which the insured would make the return journey. In the case of a scheduled flight, the delay must be at least four hours.
- b. The additional travel costs incurred by the insured as a result of the longer stay referred to in subparagraph a.

### 35.6 Costs of transport in case of illness or accident

The additional costs of transport incurred in the event of illness or accident of an insured person. This includes only:

- a. the costs of medically necessary transportation of the sick or injured insured person to the Netherlands and the costs of necessary (medical) escort. The transportation of the insured person by air ambulance must have the objective to:
  - save the life of the insured and/or
  - prevent or reduce the insured's disability.If the return journey must be made by (ambulance) plane on medical grounds, Chubb European Group SE, or on behalf of Chubb European Group SE Chubb Assistance, must give its prior consent permission;
- b. the transport costs incurred by the other insured parties in connection with the admission of an insured person to a hospital outside the Netherlands by private or public transport. The compensation has a maximum of € 250 per journey.



#### 35.7 Cost of shipping medicines, artificial and auxiliary devices

The costs incurred for the shipment of medicines, artificial and auxiliary devices that are not available locally. These costs are only reimbursed if:

- the medicines or aids are urgently prescribed by a doctor and
- no usable alternatives are available locally.

The costs of purchasing the medicines, art and aids themselves, the costs of customs levies and the costs of return shipments are not covered.

#### 35.8 Costs of search, rescue and/or salvage operations

The costs incurred for the search, rescue and salvage of the insured party by a competent authority.

#### 35.9 Costs related to an uninsured travel companion

The additional costs incurred by the insured when an uninsured travel companion suffers an event as described in paragraphs 1. to 6. and 8. Chubb European Group SE only provides this cover if:

- the affected travel companion has taken out his/her own travel insurance for the period in question, and
- the travel insurance of the affected travel companion does not cover the costs incurred by the insured person.

#### 35.10 Costs of travel and accommodation for business journeys

The costs of the journey for having one person over from the Netherlands to complete the insured party's work. Chubb European Group SE will only reimburse these costs if the activities cannot be completed by the insured person at a later date.

The breakdown of the insured must be the result of:

- a. the death of the insured;
- b. admission of the insured to hospital;
- c. transport of the insured to the Netherlands on medical grounds;
- d. recall of the insured person to the Netherlands in connection with the death, serious illness or serious accident/injury of the serious illness or serious accident/injury of the unaccompanied minor:
  - family members in the 1<sup>st</sup> or 2<sup>nd</sup> degree of that insured person or
  - persons with whom that insured person permanently cohabits and who run a joint household.

#### 35.11 Limitation of compensation.

- a. For transportation costs that qualify for coverage as additional costs, reimbursement will be made based on the rates applicable to the lowest class of public transportation. If the insured makes use of his own means of transport, an allowance of € 0.25 per kilometer will be made.
- b. For the accommodation costs that qualify for coverage as additional costs, the reimbursement will be maximum of € 75 per insured person per day.
- c. In all cases, Chubb European Group SE and/or Chubb Assistance will deduct from the compensation the costs that would have been incurred under normal circumstances.

### **Article 36. Scope of coverage for telecommunications costs**

Chubb European Group SE provides coverage for telecommunications costs incurred by the insured:

36.1 in direct connection with events or circumstances for which there is an entitlement to reimbursement of the costs specified in the covers Additional costs, luggage (for replacement of travel documents) and/or Additional Costs of breakdown on the road.

36.2 if, in accordance with the terms and conditions for assistance or reimbursement of costs, he must contact Chubb Assistance.

### **Article 37. Scope of cover for costs of ski passes, lifts and lessons and ski or diving equipment**

Chubb European Group SE provides cover for the cost of prepaid ski passes, ski lifts, ski lessons and rented ski or diving equipment for the period that the insured person cannot use them, if:

37.1 an accident or illness occurs to him which prevents him from skiing or diving himself. If care by one of the other insured parties is necessary, the aforementioned costs will also be reimbursed for that insured party. The insured person must be able to present Chubb European Group SE with an original statement from a local doctor;

37.2 the insured person must return to the Netherlands prematurely as a result of an event entitling him to reimbursement of (additional) costs. The reimbursement of these costs shall also take place for the other insured person(s) travelling with you if they also have to return to the Netherlands prematurely. These costs will only be reimbursed if the insured person presents the original ski pass(es) or invoices.



#### **Article 38. Scope of coverage for additional costs of replacement accommodation**

If, due to fire, theft or an external calamity, the insured's own tent cannot be used, Chubb European Group SE provides cover for:

- 38.1 the additional cost of renting a replacement tent. This cover applies for the period that the insured's own tent is not usable. The event must occur during the journey. Chubb European Group SE does not reimburse any expenses for the period prior to the effective date of the insurance. The compensation amounts to a maximum of € 75 per day for a maximum of 50 days;
- 38.2 additional accommodation costs incurred by the insured party if, during the journey, a replacement tent is not available at the vacation destination or not available on time. The reimbursement amounts to a maximum of € 50 per insured person per day for a maximum of 50 days.

#### **Article 39. Additional obligations**

39.1 In addition to the obligations included in the General Conditions, the following provision applies. The Insured must provide all information that Chubb European Group SE deems necessary, including an original statement from a local physician, to Chubb Assistance, to Chubb European Group SE or to medical and other experts appointed by Chubb European Group SE and grant the necessary authorisations.

## Special Conditions Luggage Cover

#### **Article 40. Cover**

40.1 Chubb European Group SE provides cover up to the maximum amounts stated in the cover overview. The cover overview or the conditions also indicate whether those amounts apply per insured party, per event and/or per journey.

#### **Article 41. Additional definitions**

In these Special Conditions the following terms shall have the following meanings:

- 41.1 Market value  
The current market value immediately before an event, less an amount for depreciation due to age or wear and tear.
- 41.2 Travel documents  
Passports, visas, tourist cards, proof of identity, green cards, carnets, vehicle registration certificates and vehicle number plates registration plates, driving licenses and travel tickets to be used by the insured person during the journey.
- 41.3 Valuable items
- jewellery;
  - portable film, photographic, audio and video equipment and the goods belonging to them;
  - computer equipment and the items belonging to it;
  - picture and sound carriers;
  - telecommunications equipment (including cell phones and smart phones) and the items belonging thereto.

#### **Article 42. Scope of luggage coverage**

Chubb European Group SE provides cover against theft, loss, missing or damage to items, which the insured person:

- for his/her own use or as a gift has brought with him/her;
- within the period of validity of the insurance against receipt sends them in advance and/or afterward to his destination;
- acquires during the journey. The insured must prove the purchase thereof. For the following items apply the provisions included therein.

##### 42.1 Car and motorcycle accessories

This cover applies only to:

- luggage boxes, bicycle carriers, tools to carry out emergency repairs, ski boxes, ski equipment, snow chains and surf implements;
- mounted and unmounted car audio equipment with battery connection only. For the fronts of car radios, Chubb European Group SE only provides cover if the damage has occurred after the insured has taken the faceplate out of the car.

##### 42.2 Image, sound and video equipment

This cover only applies to portable video, audio and video equipment and the items belonging to them.

##### 42.3 Mountain, diving and winter sports equipment

The cover for mountain, diving and winter sports equipment also applies to the equipment which the insured party has purchased or rented abroad up to the maximum amount stated on the cover overview.



#### 42.4 Prostheses and orthoses

This cover applies to the costs incurred by the insured party for the replacement or repair of existing prostheses (including dentures) and/or orthoses (including hearing aids).

#### 42.5 Means of Transportation

This coverage applies only to:

- a. (rented) bicycles, including those with an electric auxiliary drive;
- b. (rented) invalid carriages, baby carriages and strollers;
- c. (rented) inflatable and/or folding boats and canoes;
- d. (rented) surfboards and sailboards with the accompanying equipment. In the event of damage to a rented means of transport, the insured party must submit the rental agreement or rental note to Chubb European Group SE.

#### **Article 43. Scope of coverage for replacement items in the event of flight delay**

43.1 Chubb European Group SE shall provide cover for the costs incurred by the insured for the necessary replacement items, if the insured is unable to dispose of his/her luggage within eight hours after the time of arrival of the aircraft. This cover applies only if the destination is outside the Netherlands.

#### **Article 44. Scope of coverage for travel documents Chubb European Group SE provides cover for:**

44.1 the costs of purchasing new travel documents;

44.2 the (telecommunication) costs incurred by the insured for the replacement of the travel documents;

44.3 the additional travel costs that the insured must incur to obtain new travel documents.

This cover only applies:

- for loss or theft of the travel documents;
- if the travel documents become so damaged that they can no longer be used.

#### **Article 45. Scope of coverage for damage to accommodation**

45.1 Chubb European Group SE provides cover up to the maximum amount stated in the cover overview for the liability of the insured person for damage caused to:

- a. the lodging accommodation which the insured person rents or which he/she gets into use;
- b. the inventory that is present in that accommodation;
- c. a safe-deposit box that the insured has rented during the journey because the key has been lost.

45.2 Chubb European Group SE provides coverage up to the maximum amount shown on the coverage overview for the insured's liability for damage to a vacation home which the insured rents which is caused by:

- a. fire;
- b. fire extinguishing;
- c. explosion.

45.3 Chubb European Group SE will only compensate the damage if it exceeds € 25.

45.4 Chubb European Group SE shall not provide cover for damage caused to:

- vacation homes and
- caravans, tents and/or boats with a permanent home or berth, which are owned by one of the insured parties.

#### **Article 46. Additional exclusions**

In addition to the exclusions included in the General Conditions, the following provisions apply.

46.1 Chubb European Group SE does not count as luggage:

a. items of special value, such as:

- antiques;
- objects of art;
- objects of collector's value, including coins and stamps;

b. tools not mentioned in article 42.1

c. vehicles and vessels not mentioned in article 42.5, with the items belonging to them, such as:

- outboard engines and auxiliary engines;
- accessories and parts not mentioned in article 42.1;
- built-in communication, image, sound, transmission, navigation and/or computer equipment not mentioned in article 42.1 b;
- special clothing;



- d. aircraft, including falling and hovering screens, and the accessories, parts, special clothing and other items pertaining thereto;
- e. computers. Computers are defined as computers, laptops, notebooks, organizers, game consoles, computers and similar items;
- f. money. Money shall be understood to mean current coins, bank bills, the balance on a bank card and cheques cashed by unauthorised persons;
- g. securities (other than money), credit cards, bank cards, debit cards and call credits;
- h. manuscripts, notes and drafts;
- i. professional equipment, merchandise and sample collections;
- j. subscriptions, gift cards, season tickets, entrance tickets, passes and similar items, which are not specifically for use during the journey;
- k. animals.

46.2 Chubb European Group SE does not provide cover for:

- a. theft, loss, loss or damage of items if the insured person:
  - has not exercised normal prudence to prevent this and/or could have exercised better measures to prevent this. Better measures are in any case understood to mean:
    - taking the handily packed luggage in suitcases and bags to the accommodation during a single night stay;
    - not to leave valuables, golf equipment, musical instruments and travel documents unattended do not leave valuables, golf equipment, musical instruments and travel documents unattended;
    - carry valuables, travel documents and medicines in hand luggage.
- b. theft, loss, missing or damage to valuables, travel documents and medicines, if the Insured does not carry these items as hand luggage when travelling by boat, coach, train or aircraft;
- c. theft of valuables, travel documents, which the insured leaves unattended:
  - in or on a vehicle or vessel;
  - in an area which is not properly locked.

This exclusion does not apply if:

  - there is a case of theft from a camper van or a caravan which at the time of the theft is being used as an accommodation at the time of the theft or
  - the theft was caused by a car parked directly next to the caravan or tent, and
  - the car, camper or caravan is securely locked and
  - there are traces of forced entry to the car, camper or caravan and
  - the (camping) car or caravan is on a camping site and the said items have been stored, as mentioned below in sub d.
- d. theft of luggage other than valuables and/or travel documents which the insured person leaves behind without supervision in a vehicle or vessel. This exclusion does not apply if this luggage is stored in a properly locked space of a vehicle or vessel in such a way that it is not visible from the outside, but only if there are traces of forced entry to the vehicle or vessel. A properly locked space in a vehicle or vessel is understood to mean:
  1. the separate boot in a passenger car that is properly locked;
  2. the trunk or loading space in an estate car or a passenger car with a third or fifth door, which is covered by a hat shelf, a roll cover or other sound device;
  3. the interior of a camper, small van, van, vessel or caravan;
  4. a properly locked luggage and/or ski box. This must be mounted on or to the motor vehicle in such a way that it cannot be easily removed. This exclusion also does not apply if:
    - the theft took place during a short stop on the outward journey from the place of residence to the travel destination or
    - destination or on the return journey and
    - the vehicle or vessel was properly locked and
    - there are traces of forced entry to the vehicle or vessel.
- e. theft, loss or missing of goods which the insured person left unattended in areas and buildings where matches or tournaments are held at that time;
- f. damage caused by its own decay, inherent vice, wear and tear and/or slowly acting weather conditions;
- g. damage and/or defacement, which do not affect the possibility of use;
- h. damage to film, photo, image, sound and video equipment, which is the result of not using the equipment in accordance with the instructions.





#### **Article 47. Excess**

47.1 An excess of € 50 applies for luggage. This excess applies per journey and for all insured persons together.

47.2 There is no excess for replacement items in the event of a flight delay (article 43.).

#### **Article 48. Additional obligations**

In addition to the obligations set forth in the General Conditions, the following provisions shall apply.

48.1 The insured must:

- a. report theft, loss or missing in a hotel or apartment to the management or manager thereof. The original written proof of this report must be sent by the insured to Chubb European Group SE;
- b. in the event of theft, loss, missing or damage of objects during transport by public means of transport immediately after discovery of this, also after returning home, report this to the authorized personnel of the transport company the transport company. A transport declaration must be made of this declaration. The original statement must be sent by the insured to Chubb European Group SE;
- c. prove the possession, value and age of the luggage on the basis of original purchase or repair invoices, warranty notes, withdrawal slips, bank or giro statements or other supporting documents requested by Chubb European Group SE;
- d. showing Chubb European Group SE the damaged item if requested by Chubb European Group SE;
- e. immediately report to Chubb European Group SE if stolen, lost or missing items are found within 90 days after the date of damage.

48.2 If stolen, lost or missing items are recovered within 90 days of the date of loss, the insured may keep them if he repays the benefit paid by Chubb European Group SE to Chubb European.

#### **Article 49. Determination of the value of luggage**

The value of the luggage immediately before a covered event shall be taken as:

49.1 the new value for items not older than 12 months;

49.2 the current market value for items older than 12 months.

#### **Article 50. Freedom of repair**

50.1 If the cost of repair of the damage caused does not exceed € 250 and does not exceed the current market value of the damaged item, then that damage may be repaired without the permission of Chubb European Group SE. Compensation shall never exceed the maximum amount indicated for the damaged item on the cover sheet.

50.2 The insured person must immediately inform Chubb European Group SE of the event and send Chubb European Group SE an itemized invoice from an expert repairer.

50.3 If damaged items or damaged parts of items have been replaced in the course of the repair, these items or parts remain at the disposal of Chubb European Group SE.

#### **Article 51. Compensation for damages**

51.1 Compensation for damage to or loss of luggage

Chubb European Group SE shall compensate up to a maximum of the insured amounts specified in the cover overview:

- a. in case of damage to the insured items, the costs of repair. In deviation from this, Chubb European Group SE will reimburse the value as determined in Article 48 if:
  - repair is not possible or
  - the cost of repair exceeds the value as determined in article 48.;
- b. in the event of loss of the insured goods, the value as determined in article 48. The original purchase receipts must be sent to Chubb European Group SE. Chubb European Group SE shall deduct the excess from the amount of the claim.

51.2 Theft from a vehicle or vessel

In the event of theft from a vehicle or vessel of:

- a. portable image, sound and video equipment with the items belonging to it;
- b. telecommunications equipment (including cell phones) together with the items belonging to them;
- c. jewellery;

Chubb European Group SE shall reimburse 50% of the amount of the loss up to a maximum of 50% of the insured amount for those items on the policy schedule.



### 51.3 Maximum amounts

For items which:

- are owned or used by more than one insured person, and
- have a value which is higher than the maximum amount per insured person,
- Chubb European Group SE will never reimburse, per journey, more than once the maximum amount stated for those items on the cover overview.

## Special Conditions Cover of Extra Costs Breakdown during the journey

### Article 52. Cover

52.1 Chubb Assistance must give its prior consent to the incurrence of costs. Only if the insured person was not reasonably able to consult Chubb Assistance, the costs will be reimbursed as if Chubb Assistance had been called in.

### Article 53. Additional definitions

In these Special Conditions the following terms shall have the following meanings:

#### 53.1 Trailer:

A trailer with a maximum of four wheels, such as a caravan, folding camper, boat trailer or luggage wagon, together with the luggage and/or cargo which is transported with it.

#### 53.2 Pleasure Craft:

A sailing or motor boat:

- which has been taken behind a motor vehicle from the Netherlands or
- with which the insured person travels from the Netherlands and which is intended for a maximum of six persons.

### Article 54. Scope of coverage

The insured is entitled to reimbursement of the costs mentioned in Article 55 in the event of the following events:

#### 54.1 fire, theft or an external calamity, as a result of which:

- a. the motor vehicle, moped, bicycle or pleasure craft with which the insured person makes the journey and/or the trailer is lost or damaged in such a way that it cannot be driven or sailed on;
- b. the driver or another passenger/motorcyclist can no longer drive the motor vehicle or pleasure craft;

#### 54.2 a mechanical defect in the motor vehicle, moped, bicycle or recreational craft in which the insured person makes the journey and/or the trailer. The malfunction must:

- occur unexpectedly and outside the insured party's place of residence and
- not be able to be remedied locally, so that the journey cannot be continued.

### Article 55. Reimbursement of costs

55.1 Chubb European Group SE provides cover for the costs of:

#### a. the rental of a comparable motor vehicle, (moped) bicycle, pleasure craft and/or trailer:

- until the end date of the original journey but not later than the end of the validity period of the insurance policy and
- for a motor vehicle, recreational craft and/or trailer to a maximum of € 75 per day and
- for a (moped) bicycle to a maximum of € 15 per day and
- with a maximum of 50 days.

Chubb European Group SE only compensates these costs if the motor vehicle, moped, bicycle, recreational craft and/or trailer is not usable within two working days;

#### b. transport by cab:

- from the place of the incident to the repair company where the motor vehicle, moped, bicycle, pleasure boat and/or trailer pleasure craft and/or the trailer can be repaired and/or
- from the place of the incident or from the repairing company to an accommodation as referred to in paragraph 3.



55.2 If no motor vehicle, moped or bicycle or pleasure craft is rented, Chubb European Group SE will provide cover for the necessary transport costs on the basis of the lowest class of public transport for:

- the return journey by boat, bus and/or train to the home address in the Netherlands and
- the onward journey by boat, coach and/or train to the place which is the insured party's destination and transport by cab;
- from the place of occurrence to the nearest station and
- from the station closest to the insured's home address to that home address or from the station closest to the place of travel destination.

Chubb European Group SE will only reimburse these costs if the motor vehicle, moped, bicycle, recreational craft and/or trailer is not usable within two working days.

55.3 Chubb European Group SE provides cover for the costs of a necessary stay in an accommodation facility for a maximum of 50 days. The right to this reimbursement exists until the moment when the motor vehicle, moped, bicycle, recreational craft and/or trailer is usable again. The compensation amounts has a maximum of € 50 per insured party per day.

55.4 In all cases Chubb European Group SE and/or Chubb Assistance will deduct from the compensation the costs which would have been incurred under normal circumstances.

#### **Article 56. Additional exclusions**

In addition to the exclusions included in the General Conditions, the following provisions apply.

56.1 No assistance or reimbursement of expenses will be provided if the actual driver:

- a. Driving or sailing license:
  - was not in possession of a valid Dutch driver's license when driving the motor vehicle for that motor vehicle, with any trailer attached, or
  - was not in possession of the required driver's license for the moped while driving it;
  - was not in possession of the required sailing license when driving the pleasure craft;
- b. was not authorised to drive a motor vehicle, moped or pleasure craft pursuant to a law or irrevocable court ruling;
- c. alcohol/drugs:
  - has consumed alcohol and the blood alcohol level or breath alcohol level is higher than permitted by law;
  - Refuses to cooperate in a breath test, urine test or blood test to determine the breath alcohol content or blood alcohol content;
  - is under the influence of intoxicants, stimulants, narcotics or medication. Even if the driver refuses a breath test, urine test or blood test upon arrest, Chubb European Group will not be liable for any damages.

56.2 Chubb European Group SE does not provide cover for:

- a. damage to or theft, loss of the motor vehicle, moped, bicycle, recreational craft and/or trailer;
- b. repair costs, towing costs, salvage costs and/or parking costs;
- c. costs of roadside assistance;
- d. costs of membership of (an) assistance organisation(s);
- e. costs resulting from seizure and/or confiscation which are not related to a traffic accident;
- f. breakdown of the motor vehicle, moped, bicycle, recreational craft and/or trailer was in such a bad state of repair at the start of the journey that it could reasonably have been foreseen that it would break down;
- g. breakdown of the motor vehicle, moped, bicycle, pleasure craft and/or trailer as a result of:
  - overloading;
  - a situation which can easily be remedied or prevented (such as a flat tire or empty fuel tank).



## Special Conditions Cover for Legal Aid

### Article 57. Additional Definitions

In these Special Conditions the following terms have the following meanings:

57.1 ANWB Legal Aid:

ANWB B.V., which provides legal assistance via ANWB Rechtshulp.

57.2 Event:

In addition to the term event as stated in the General Definitions:

An incident that is directly related to a stay and/or traffic participation abroad as a tourist/recreational.

57.3 Claims representative: ANWB Rechtshulp.

### Article 58. Scope of coverage

58.1 Information and advice

- a. The claims representative provides the insured party with information and advice on (problems with) an event and on the course of action to be followed in this respect. For this purpose, the claims representative can be reached by telephone 24 hours a day, 7 days a week.
- b. The claims representative is entitled not to provide information and advice on subjects that, in the opinion of the claims representative, are beyond his competence. In such cases, the claims representative shall refer the insured party to the best of his ability.

58.2 Legal aid

The claims representative will provide the insured with legal assistance in the event of:

- a. the private rights and private interests of the insured party are directly at stake, and
- b. the reported matter represents a financial interest of more than € 200 per person, and
- c. the reported issue is in the following areas:
  1. Recovering damages as a result of an accident, including contamination or food poisoning, both claiming and defending. Defense coverage does not apply if:
    - liability is insured or
    - failure to take out legally required insurance;
  2. Contractual issues, only in the case of:
    - insurance issues related to stay/transport abroad;
    - disputes relating to booking or rental of accommodation;
    - disputes relating to hire of means of transport, trailers or pleasure craft;
    - disputes in connection with a travel or transport contract, to the extent that a legal system applicable in a country that is within the scope of the Legal Assistance cover and insofar as the destination is not in the Netherlands. Insofar as Dutch law is applicable and the Dutch court is also competent, the following applies. Contrary to Article 3.4 of the General Terms and Conditions, disputes relating to a travel or transport agreement are governed by the law of a country that falls within the scope of the Legal Assistance cover. Contrary to Article 3.4 of the General Terms and Conditions, disputes relating to a travel or transport agreement for a transport agreement for travel to all countries in the world are covered, but not for travel within the Netherlands;
  3. Criminal proceedings, only if:
    - the insured cannot reasonably put forward the defence without assistance and
    - there is no question of the insured being in possession of narcotics and/or weapons.If in the event of criminal prosecution a deposit is required, this shall be provided by the claims representative by way of advance payment. In the case of an advance payment of € 4,600 or more, the claims representative may require a security deposit in advance;
  4. Joining a criminal case and/or obtaining compensation as an injured party.



### 58.3 Reimbursement of costs.

- a. The claims representative will reimburse the necessary costs of legal assistance mentioned in subsection b up to the maximum amount indicated on the cover overview and only if they:
  1. are not the result of any omission or error on the part of the insured;
  2. cannot be recovered from a third party;
  3. were made in consultation with the claims representative;
  4. are connected with insured legal aid.
- b. The insured costs are:
  1. the costs of examination and treatment by the claims representative;
  2. the costs of engaging the services of bailiffs, after consultation with the claims representative. Witnesses, experts and lawyers. Not insured are lawyer's fees calculated on a no cure no pay basis. No insurance is provided for lawyer's fees calculated on a no cure no pay basis:
    - is deemed to be part of the compensation or
    - exceeds the fee based on a common rate;
  3. the travel and accommodation costs;
  4. the process and execution costs.

### Article 59. Additional exclusions

In addition to the exclusions included in the General Conditions, the following provisions apply.

- 59.1 The claims representative shall not provide cover if the need for legal assistance was reasonably foreseeable at the start of the journey, subject to the reservation of existing ailments.
- 59.2 The claims representative will not provide cover if the event was caused by:
- a. natural disasters, insofar as due to this cause the legal assistance is, in terms of its nature and extent, seriously encumbered or made more difficult in comparison with usual legal assistance;
  - b. excessive alcohol consumption by the insured party. There is talk of excessive alcohol consumption if the blood alcohol level is 0.8 promille or higher or the breath alcohol level is 350 micrograms or higher;
  - c. use of medicines, intoxicants, narcotics or stimulants by the insured party.  
This exclusion does not apply if:
    - the use corresponds to the prescription given by a doctor or pharmacy and
    - there are no warnings in the leaflet which show that the medicine reduces the ability to react and
    - the aforementioned medicines were administered against the will or without the knowledge of the insured.

### Article 60. Additional Obligations

In addition to the obligations set forth in the General Terms and Conditions, the following provisions shall apply. If the insured wishes to avail himself of the legal assistance cover he must:

- 60.1 as soon as the need for legal assistance becomes apparent, report this to the claims representative as soon as possible, but within six months of the date of the incident. Cases which are brought after six months, but within one year from the date of the event, shall only be taken into consideration if the interests of the claimant have been safeguarded by the expiry of this period;
- 60.2 in the event of criminal prosecution, report the case to the claims representative immediately after receipt of the summons/ notice of prosecution.

### Article 61. Arrangement of legal assistance

- 61.1 In cases involving the use of force, conditional coverage shall be provided. By cover is understood to mean cover on condition that the insured person cannot be blamed in any way for the can be blamed for the creation, perpetration, continuation or provocation of the violence. If the insured can be blamed, the treatment will be discontinued and the insured will have to pay the costs of treatment incurred up to that point.
- 61.2 If it appears that the insured has already submitted the case for treatment elsewhere, the claims representative shall be entitled to decide not to handle the case if he believes that his interests have been harmed as a result.
- 61.3 If the claims representative, in consultation with the insured party, deems it necessary to call in a lawyer or an expert, the claims representative shall choose them. Except when the Unless the insured expressly informs the claims representative that he wishes to choose one himself.



- 61.4 If the interests of the claims representative are damaged as a result of an act or omission on the part of the insured party, and the claims representative has to, or has had to, incur expenses as a result, the claims representative shall be entitled to refuse to discontinue the handling of the case.
- 61.5 From the moment that the claims representative informs the insured that further handling of the case has no reasonable chance of success, the insured can no longer make a claim for legal assistance, but can make a claim for the dispute settlement scheme.
- 61.6 If a conflict of interests arises between the claims representative and the insured, the claims representative shall take measures with the insured to solve this conflict, for example by assigning the case to a lawyer of the insured's choice.
- 61.7 The claims representative is entitled, instead of providing legal assistance to the insured, to pay out the amount which he could reasonably have expected, given his chances and risks, to be paid out in the event of continuation of the case, if the costs of legal assistance do not outweigh this amount.

## **Article 62. Disputes**

If the insured does not agree with:

- the claims representative's statement that there is no reasonable chance of achieving the intended result or
  - the claims representative's legal approach to the matter, he may appeal to the dispute resolution procedure mentioned below.
- 62.1 The claims representative shall request a lawyer registered in the Netherlands, insofar as this lawyer is not in the employment of the claims representative, to give a written opinion on whether:
- further handling of the case has a reasonable chance of achieving the intended result or
  - the legal approach to the case is correct or not. The lawyer shall take into account both the point of view of the insured party and that of the claims representative.
- 62.2 The insured has the right of free choice of lawyer in this regard. If the insured does not have a lawyer of his choice, the claims representative shall consult with the insured which lawyer will be asked to give legal advice.
- 62.3 The claims representative shall ensure that the file is sent to the chosen lawyer.
- 62.4 The advice given shall be binding on the claims representative.
- 62.5 The claims representative shall bear the cost of the legal advice.
- 62.6 If the lawyer shares the opinion of the insured, the claims representative may proceed with the case according to the issued opinion in accordance with the advice given. If the claims representative does not handle the case himself, the insured is free to choose who will handle the case according to the advice given. The lawyer called in within the framework of this dispute resolution procedure or his office colleague is excluded from this choice. The claims representative shall instruct the lawyer in writing to handle the case further.
- 62.7 If the lawyer shares the opinion of the claims representative, the insured may continue the case at his own expense. The insured is obliged to send the final result of the case to the claims representative within one month after the case has been closed. If it turns out that the insured is completely in the right, the costs will still be reimbursed by the claims representative. If the insured is found to be partially in the right the claims representative will reimburse the costs in proportion to the result achieved.
- 62.8 The insured may not appeal to this dispute resolution if:
- with the permission of the insured, the claims representative has already appointed a lawyer - insofar as he is not employed of the claims representative - or other competent expert has been called in to deal with the case, or
  - a lawyer has already given advice within the framework of this dispute settlement.

All other disputes, such as disputes regarding the interpretation of these conditions, must be submitted to the civil court. If the insured is found to be in the right by an irrevocable ruling, then the claims representative will reimburse the costs reasonably incurred.



## Special Conditions Coverage overview

<b>Accident coverage</b>	<b>Article no.</b>	<b>Maximum amount</b>
Death	23	
Per insured person		
1. up to 70 years of age		€ 15,000
2. 70 years and older		€ 3,000
3. younger than 23 years in case of an accident as driver passenger of a motorcycle with a cylinder capacity of 50cc or more		€ 3,000
Permanent disability	24	
For each insured person per journey:		
1. up to age 70		€ 62,500
2. 70 years and over		€ 15,625
3. younger than 23 years in case of an accident as driver or passenger of a motorcycle with a cylinder capacity of 50cc or more		€ 15,625
Increased benefit in the event of permanent disability	25	
If the journey was paid for in advance and in full with the Card and the degree of permanent disability > 25%:		
1. up to age 70		€ 149,625
2. 70 years and over		€ 37,625
3. younger than 23 years of age in the event of an accident as or a passenger of a motor with a cylinder capacity of 50cc or more		€ 37,625
 <b>Medical costs cover</b>	 <b>Article no.</b>	 <b>Maximum amount</b>
Medical costs	29	
1. Outside the Netherlands cost price		cost price
2. Within the Netherlands as a result of an accident outside the Netherlands		€ 1,000
Dental costs	30	
Per insured person per journey for:		
1. treatment outside the Netherlands		€ 375
2. follow-up treatment within the Netherlands		€ 375
 <b>Cover Additional Costs</b>	 <b>Article no.</b>	 <b>Maximum amount</b>
1. Sickness, accident, work strike, natural disasters or climatic conditions	34	cost price
	(except where there are fixed amounts in the conditions)	
2. Telecommunication costs	35	cost price
3. Prepaid ski passes, lifts and lessons and ski and diving equipment	36	cost price
4. Replacement accommodation in case of a tent breakdown	37	
a. rental of replacement tent for a maximum of 50 days, maximum per day	37.1	€ 75
b. (temporary) accommodation costs for up to 50 days, per insured person per day	37.2	€ 50



### Luggage cover

	Article no.	Maximum amount
1. Total per insured person per journey including per insured person per journey for:	39	€ 7,500
a. jewellery	40.3	€ 500
b. watches	40.3	€ 500
c. portable photographic, cinematographic, audio and video equipment, with the items belonging thereto	40.3	€ 1,250
d. picture and sound carriers	40.3	€ 250
e. telecommunications equipment (other than mobile telephones) together with the items belonging to them	40.3	€ 500
f. mobile telephones (excluding credit)	40.3	€ 250
g. car and motorcycle accessories	41.1	€ 250
h. diving/ winter sports equipment rented abroad*	41.3	€ 500
i. prostheses and orthoses	41.4	€ 375
j. means of transport, per item	41.5	€ 250
k. gifts taken during the journey	41	€ 250
l. items acquired during the journey	41	€ 375
m. musical instruments	39	€ 500
n. (sun) glasses and contact lenses	39	€ 250
Excess for items under a to n inclusive:	46	€ 50
For all insured parties together per journey		
* Total for all insured parties together per journey of		
2. Replacement items in the event of flight delay	42	
a. for each insured person per day	42	€ 125
b. maximum for all insured parties together per event	42	€ 1,000
3. travel documents	43	costs of replacement
4. damage to lodging accommodation (only damage exceeding € 25)		
a. accommodation, inventory and/or safe, for each insured person per event	44.1	€ 375
b. fire, extinguishing of fire, explosion of rented vacation home, per event	44.2	€ 50,000

### Cover Extra costs breakdown on the road

	Article no.	Maximum amount
1. Hire costs of comparable replacement transport for a maximum of 50 days		
a. for a motor vehicle, pleasure craft and/or trailer, per day;	54.1	€ 75
b. for a (moped) bicycle, per day.	54.1	€ 15
2. Or: additional transport costs	54.2	cost price
3. Additional costs of (temporary) accommodation for up to 50 days per day insured person per day € 50	54.3	€ 50





## Clause Belgian Resident

If the Cardholder is a Belgian resident, the following provisions apply in addition to or in derogation from all the above conditions. The other conditions will continue to apply as usual. Wherever the terms and conditions “The Netherlands” or “Dutch(e)” respectively should be understood to mean: Belgium respectively Belgian(e). Except for the provisions mentioned below.

## General terms and conditions

### Article 3. Scope

- 3.1 Within Belgium and the Netherlands, the insurance is valid during travel:
- during the time that the insured is directly on his way to a destination outside Belgium and the Netherlands, or from abroad (outside Belgium and the Netherlands) to his/her home address in Belgium;
  - during which there is a minimum of one overnight stay for payment. The insured must provide Chubb European Group SE the original booking or payment receipt from a travel organisation, hotel, guesthouse, camping, recreation or bungalow park.
- 3.2 Chubb European Group SE does not provide cover within Belgium and the Netherlands for travel to:
- (vacation) homes and
  - caravans, tents and/or boats with a permanent home or stationary mooring, which are owned by the policyholder or another insured person or which the insured person rents for a period longer than 60 days.
- 3.3 The Legal Assistance cover does not apply within Belgium and the Netherlands.

### Article 16. Applicable law

The English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of The Netherlands shall apply.

## Special Conditions Cover Accidents

### Article 23. Determination of the degree of permanent disability

The determination of the percentage of loss (of function) is made according to objective criteria, namely in accordance with the determination of the percentage of (functional) loss takes place according to objective criteria, namely according to the latest edition of the American Medical Association (AMA guide), supplemented by the guidelines of the Dutch specialists' association.

### Article 25. Payment for permanent disability

When post-whiplash syndrome is established according to the guidelines of the Dutch Association of Neurology, Chubb European Group SE makes a one-off payment of a maximum of 8% of the sum insured for permanent disability.

## Special Conditions Cover for Legal Aid

### Article 58. Scope of the cover

#### 58.2 Legal aid

The claims representative will provide the insured with legal assistance in the event of:

- c. the notified issue is in the following areas:
- contractual matters, only in the case of:
  - disputes in connection with a travel or transport contract, insofar as a legal system applicable of a country that lies within the scope of the Legal Assistance cover and insofar as the destination is not in Belgium or the Netherlands. Insofar as Belgian or Dutch law is applicable and the Belgian or Dutch court is also competent, the following conditions apply of Article 3.4 of the General Terms and Conditions, disputes relating to a travel or transport agreement are covered for travel to all countries in the world, but not for travel within Belgium and the Netherlands.