Article 1 Description of risk

Article 1.1 Accident
1.1.1. An accident in the meaning of this policy is understood to be:
a sudden, unexpected external violent impact on the body of the insured which directly in one moment
causes bodily injury that can be medically ascertained.
1.1.2. An accident is also understood to be:
a. acute poisoning arising from an unwanted penetration from outside of gas, vapours, liquid or solid
substances into the body, other than poisoning due to the use of medicines or due to penetration of
allergens;
b. infection by germs or an allergic reaction in case this infection or reaction is the direct result of an
involuntary fall into water or into any other substance or is the result of going into it in an attempt to
rescue people, animals or physical objects;
c. involuntary penetration of substances or objects into the digestive tract, eyes or auditory organs,
thus causing internal injury, with the exception of penetration of germs or allergens;
d. suffocation, drowning, freezing, sunstroke, heatstroke;
e. exhaustion, starvation, parching, and sunburn resulting from unforeseen circumstances;
f. infection of wounds or blood-poisoning caused by the penetration of germs into an injury caused by
a peril insured against;
g. complications or aggravation of an accident caused injury, as a direct result of first aid or medical
treatment having become necessary due to the accident.

Article 2 Right to benefits

2.1 Right to benefits
a. If an insured deceases as a direct and exclusive result of an accident the sum insured on the life of
the deceased will be paid out.
b. A payment due to permanent disablement caused by the same accident will be deducted from the
payment in case of death.

2.2 Right to benefits in case of permanent disablement
a. In case of permanent disablement of an insured as a direct and exclusive result of an accident the
payment will be determined in accordance with the provision of article 5 at a percentage of the amount
insured for permanent disablement at the time of the accident.
b. Should an insured prior to assessment of the percentage of payment have died due to another
cause than the accident, the right to a payment will continue to exist. The amount of payment will be
determined on the basis of the definitive degree of disablement to be expected on the basis of the
medical reports if the insured would not have died.

2.3 Compensation for medical expense
a. In case of an accident as a consequence of which an insured is to be medically treated, the insurer
will compensate for the expense inasmuch as not yet covered through other means and up to the
maximum sum insured.
b. These expense are limited to medical fees as well as costs for bandages, doctor’ prescribed
medication, medical treatment and care in a hospital, relevant transportation, purchase of prosthesis
considered necessary due to the relevant accident, a wheelchair or a guide-dog.
These costs to be compensated inasmuch as considered reasonable.
c. excluding compensation for costs that will of would have been compensated by virtue of another
insurance policy notwithstanding of older date, should this insurance not have been effected, or by
virtue of any act of law or other facility.

2.4 Number insured participants
In case at the time of the accident the number of insured participants was larger than stated in the
policy this insurance remains in force for all participants on condition that the compensation per person
be reduced in proportion of the number mentioned in the policy to the actual number.
2.5 Maximum compensation per occurrence
In case of an accident to multiple insured due to a peril insured against, the maximum compensation for all insured together will be € 1,250,000.00.

Article 3 Exclusions
The insurer is not obliged to compensate in case of:

3.1 Intent
Accidents due to wilful misconduct by or with permission of an insurant, insured or other party interested in the compensation;

3.2 Criminal offence
Accidents connected with a criminal offence or participation therein by an insured or an attempt thereto;

3.3 Hazardous undertaking
Accidents due to a hazardous undertaking during which an insured recklessly endangered his life or body, unless this undertaking having been necessary during lawful self-defence or an attempt to rescue himself, other persons, animals or businesses;

3.4 Psychological disorders
Psychological disorders of whatever nature unless being a direct consequence of medically diagnosable brain damage caused by the accident;

3.5 Alcohol
Accident made possible by being under the influence of alcoholic beverages. Being under the influence of alcoholic beverages is meant to be the case if the blood-alcohol content at the time of the accident was 0.8% or higher or if the breath-alcohol content was 350 micro grams or higher;

3.6 Addiction
Accidents of which the cause is linked in whatever way to the use of or addiction to narcotics, stimulants or similar drugs, unless they were used in accordance with a prescription of a general physician and the insured having duly observed the instructions for use;

3.7 Physical disorders
Intestinal rupture (including inguinal rupture), lumbago, hernia nuclei pulposi, tendovaginitis, muscular strain, non-total muscular/tendinous rupture, periarthritis humeroscapularis, tennis elbow (epicondylitis lateralis) or golfers’ elbow (epicondylitis medialis);

3.8 Pathogens
Penetration of pathogens, e.g. germs causing malaria and Lyme’s decease, into an insect bite or sting;

3.9 Medical treatment
The consequences of a medical treatment undergone by an insured, without any existing connection with an accident covered under the policy which necessitated this treatment;

3.10 Motorcycling
Accidents incurred by an insured under 23 of age while riding a motorcycle with a cylinder capacity of 50 cc. or more;

3.11 Woodwork
Accidents resulting from activities with woodwork machines, if the performance of these activities is the main component of the professional duties of the insured;

3.12 Aircraft
Accidents connected with the use of a motor aircraft other than in capacity as a passenger;
3.13 Sporting activities
Accidents resulting from
- making mountain trips across glaciers, unless under the guidance of a recognized guide;
- mountain climbing;
- participating in and training for competitions with motor vehicles, motorboats, mopeds and bicycles
  in case the speed element dominates the competition;
- practising sports as an additional occupation;

3.14 Occupations
Accidents effecting an insured during his work on board drilling rigs and during practise of the following
occupations: circus employee, ship’s cleaner, tiler, thatcher, slater, diver, housefront cleaner, window-
cleaner, showman, demolisher, slaughterer, sailor.

Article 4 Duties in case of accident

4.1 Period of notification

4.1.1 Decease
In the event of death the insurant or beneficiary is obliged to notify the insurer thereof at least 48 hours
prior to the burial or cremation.

4.1.2 Permanent disablement
In the event of permanent disablement insurant is obliged to notify the insurer as soon as possible but
no later than within 3 months, of an accident that might result in a claim for compensation due to
permanent disablement. If the notification is done later, a right to compensation may nevertheless
arise if it can be proved that the insurer would have been obliged to compensate in the event of timely
notification.

4.1.3 Dental treatment
In case of expense for dental treatment insurant is obliged to notify the insurer as soon as possible but
no later than within 3 months, of an accident that might result in a claim for compensation due to
dental treatment

4.2 Obligation of the beneficiary/beneficiaries in the event of death
In the event of death of the insured resulting from an accident his beneficiary/beneficiaries is/are
obliged if so requested, to render full assistance to all measures ascertaining the cause of death.

4.3 Obligations of the insured after an accident
The insured is obliged:
\[a\]. to immediately submit himself to medical treatment and continue to do so if reasonably required;
\[b\]. to do everything to expedite his recovery and at least follow the advice of the attending physician;
\[c\]. to have himself examined at the request of the insurer by a physician to be designated by the
insurer or to have himself admitted for examination to a hospital or other medical institution to be
designated by the insurer; the costs connected therewith are for the account of the insurer;
\[d\]. to provide or have provided all information considered necessary by the insurer to experts
designated by it and not to conceal facts or circumstances that might be of interest for the
ascertainment of the right to compensation;
\[e\]. to inform the insurer in good time in the event of leave for abroad.

4.4 Obligations of an insured after an accident
The insurant is obliged to give his full cooperation in the fulfilment by the insured of the obligations
mentioned in article 4.3.

4.5 Sanction clause.
The insurance will not provide a cover if the insured or in the event of death the
beneficiary/beneficiaries has/have not fulfilled the requirements mentioned in article 4.1, 4.2 and 4.3.
Article 5 Assessment of compensation in case of permanent disablement

5.1 Compensation
The method of assessment of compensation in case of permanent disablement depends on the part of the body or organ that has been fully or partially lost or become useless.

5.2 Schedule of loss (of function)
In case of total loss of (function of) the following organs/parts of the body the compensation correspond with the relative percentages of the sum insured:

- Loss of sight in both eyes: 100%
- Loss of sight in one eye: 30%
- Hearing in both ears: 60%
- Hearing in one ear: 25%
- Loss of sight in one eye: 70%
- Hearing in one ear: 35%
- One arm (incl. forearm, hand and fingers): 75%
- One forearm (incl. hand and fingers): 70%
- One hand (incl. fingers): 60%
- One thumb: 25%
- One index finger: 15%
- One middle finger: 12%
- One ring finger: 10%
- One little finger: 10%
- One leg (incl. lower leg, foot and toes): 70%
- One foot (incl. toes): 50%
- One big toe: 5%
- Toe other than big toe: 3%
- The spleen: 5%
- Smell: 10%
- Taste: 5%
- One kidney: 10%

5.3 Partial loss (of function)
In case of partial loss of (function of) one or more of the aforementioned parts of the body or organs a proportional part will be paid.

5.4 Loss (of function) hand
In case of complete loss of (function of) more than one finger of a hand no higher amount will be paid than for the loss of the entire hand.

5.5 Post whiplash and/or post commotional syndrome
In case of post whiplash and/or post commotional syndrome compensation be limited to 5% of the sum insured.

5.6 Method of assessing loss (of function)
The assessment of the percentage of loss of (function of) will be effected by means of a medical examination in the Netherlands in accordance with objective standards (leaving professional activities out of consideration) in accordance with the most recent edition of the 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (A.M.A.) at the time of assessment of the loss (of function). The assessment of the percentage of ophthalmic loss (of function) is not done in accordance with the Guides referred to, but in accordance with Dutch standards and concepts. The percentage of loss (of function) will be the situation excluding external aids or appliances, however, in case applied, including internal aids or appliances.

5.7 Other cases of loss (of function)
In cases that do not come within article 5.2 and 5.5 the percentage of the sum insured will be paid that is equal to the degree of permanent loss of function the injury leaves for the body as a whole.
5.8 Maximum compensation
In case of permanent disablement due to one single accident compensation be limited to 100% of the sum insured for permanent disablement.

5.9 Term for assessment of compensation for permanent disablement
The volume of compensation for permanent disablement will be determined upon reach of a stable situation, but in any case within two years following the date of the accident unless otherwise agreed upon between insurant and insurer.

5.10 Payment of interest
If the compensation for permanent disablement has not yet been determined within one year after the accident, the insurer will pay the legal interest on the amount to be paid out as follows;
   a. Legal interest will be calculated as well as paid as from the 366th day after the accident.
   b. The interest will be calculated on the basis of the amount of the compensation. The percentage will be similar to the percentage of legal interest on the moment of determining the permanent disablement.
   c. The interest will be paid at the same time as the compensation. In case the notification period of 3 months as referred to in article 4.1.2 is not met and consequently the percentage of compensation for permanent disablement can only be determined at a later date than would have been possible in the event of timely notification, no interest will be paid for the period of the delay.

Article 6 Effect of existing disablement or morbidity
   a. Should the consequences of the accident be aggravated by illness, infirmity or an abnormal physical or mental condition of the insured, the benefits will be ascertained on the basis of the consequences the accident would have had if the insured had been completely fit and healthy, unless these circumstances are the result of an earlier accident in respect of which the insurer has paid or will have to pay as yet a payment under this insurance. The condition as mentioned under 6.a does not in any way prejudice the condition as mentioned under 6.b.
   b. Inasmuch as an existing morbidity being aggravated by an accident, the insurer will not compensate for this.
   c. In case the insured was already (partially) disabled prior to the accident, and is entitled to compensation under article 5, only the difference between the degree of permanent loss of function/permanent disablement prior to and after the accident will be paid out, in which case also the degree of permanent loss of function/permanent disablement prior to the accident will be determined in accordance with article 5.

Article 7 Beneficiary
   a. In case of death of the insured as a result of an accident the compensation will be paid to his spouse or his/her partner with whom he/she cohabited, all in the absence of which to the heirs of the insured.
   b. In case of permanent disablement compensation will be paid to insurant. This does not apply - in case a situation occurs as mentioned in article 2.2.b, in which case compensation will be paid to the heirs - to the spouse or partner of the insured, in which case compensation will be paid to the insured.
   c. In case of dental treatment the compensation to be paid to insurant.
   d. the Kingdom of The Netherlands never to be considered beneficiary.

Article 8 Alteration of risk

8.1 Duty to inform
Insurant is obliged to immediately notify the insurer in case of an alteration of the nature of the event, and of activities connected therewith.

8.2 Decrease of risk
If the alteration results in a decrease of risk, the insurer will accordingly reduce the premium inasmuch as being consistent with his existing tariffs, accordingly, resp. set more favourable conditions, with effect as from the date on which the notification was made known to him.
8.3 Increase of risk
In the case the alteration of risk results in an increase of risk the insurer is entitled to apply more stringent conditions including higher premiums with effect as from the date of alteration. Insurant has the right to refuse the change of conditions up to 30 days following notification to him. Should he make use of this right the insurance terminates at the moment of refusal. Should the insurant not have made use of his right he will be considered having agreed with the alteration. In case the increase of risk related to the alteration is unacceptable for the insurer, he has the right to terminate the contract subject to 14 days’ notice.

8.4 Increase of risk without notification by insurant
In case insurant does not comply with the duty to inform as described under 8.1 above and the alteration implies an increase of risk for the insurer the following applies:
a. should the new risk not be acceptable for the insurer the insurance to apply only for accidents not related to the alteration. Insurant has the right to terminate this limited insurance. The insurance expires on the day on which the notice of termination reaches the insurer.
b. in case a higher premium and/or more stringent conditions is/are applicable, the rights of compensation will be decreased in proportion of the premium paid for to the premium that would be due whereas the potentially limited conditions used for the new risk are due as from that day, inasmuch as for accidents that are related to the increase of risk.