

Guide to the policy conditions

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ACCIDENT INSURANCE CONDITIONS

KOV ONG

In case of doubt or discussion, the stipulations in the Dutch version shall apply.

The special conditions below only apply if the policy schedule indicates that this component is included under the policy. If provisions in these special conditions deviate from the provisions in the applicable *Algemene Voorwaarden OV ALG* (OV ALG General Terms and Conditions), then that determined in these special conditions applies.

Art. 1 Definitions of terms

1.1 Bodily injury

Discernible damage to a part of the body or an organ.

1.2 Accident

An accident is understood to mean: a sudden unexpected external effect of violence on the body, which causes a direct, medically verifiable physical injury.

Art. 2 The insured person(s) is/are

- where a person is insured: the policyholder or the person referred to as such on the policy schedule;
- where a family is insured: the policyholder and the spouse or life partner living with him/her as a family, and the children living with him/her as a family;
- where a child/the children is/are insured: the child/children living with the policyholder as a family.

Children living with the family is understood to mean:

Resident children of the insured up to 27 years' old, including:

- minor children (including foster and stepchildren);
- adult unmarried children of the policyholder, including foster and stepchildren, younger than 27 years' old, who reside with them or who live away from home for study.

Art. 3 Extent of the cover

Covered is damage caused by a covered event.

a. Damage

Damage is taken to mean:

- permanent invalidity caused by a physical loss (of a function) of the body as a whole, or
 - death,
- directly flowing from a physical injury to an insured person;

b. Covered event

Unforeseen, sudden, unexpected external effect of violence on the body due to which a medically verifiable physical injury occurs immediately and instantaneously, hereinafter referred to as the 'accident', as referred to in article 1.2 and 3.1.

3.1 Accident is also understood to mean:

- a. infection, blood poisoning and other illnesses, caused by the penetration of germs and/or allergens into a physical injury caused by a covered event;
- b. infection by a substance containing germs and/or allergens, caused by an involuntary fall in this substance; or as the result of entering into this substance in an attempt to rescue a person, animal or property;
- c. acute poisoning by involuntarily inhaling/ingesting gasses, fluids or solids with the exception of medicines and stimulants, unless on medical prescription;
- d. internal injury caused by the unintended penetration of substances or objects into the body;
- e. sunstroke, heatstroke, burns, frostbite, hypothermia, drowning and suffocation;
- f. starvation, dehydration, exhaustion and sunburns resulting from unforeseen circumstances;
- g. sprain, strain, dislocation and muscle tear if these injuries can be medically verified according to nature and place;
- h. splenic fever, ringworm (Malabar itch), Bang's disease, cowpox, scabies, foot and mouth disease;
- i. complications and deterioration exclusively the result of first aid or medical treatment necessitated by the accident;
- j. for the insured children: poliomyelitis, but only if this does not occur within 30 days after the starting date of the insurance.
The right to a payout upon death can only be made applicable if the death occurs within a period of 5 years after the occurrence of poliomyelitis;
- k. the occurrence of decompression sickness (caisson disease);
- l. injury, death or damage to the health of the insured caused immediately during:
 - 1. justifiable self-defence;
 - 2. acts, performed to rescue oneself, other persons, animals and property;
 - 3. acts performed to avert an imminent threat.

Not considered as an accident is the occurrence of post-whiplash syndrome and/or post-commotional syndrome. See article 6.5.a. for a supplementary payout for these syndromes.

3.2 Territorial scope

The cover applies to the whole world.

Art. 4 Exclusions

The company does not compensate damage:

- 4.1 a. For which it is likely that the consumption of alcohol by an insured person was associated with the occurrence of the damage.
Except in the case of evidence to the contrary, the aforementioned likelihood in any case applies if the blood alcohol level at the time of the event is at least 0.8 promille and/or the level of alcohol in the blood is at least 350 micrograms per litre.
- b. For which it is likely that the use of any intoxicants, stimulants or similar substance by an insured person was associated with the occurrence of the damage.

This exclusion does not apply if the alcohol and/or other substances referred to are used on doctor's prescription and the insured persons involved have complied with the prescription and user instructions. This exclusion does not apply to insured (legal) persons who were not actively involved in the occurrence of the damage and for whom it cannot in fairness be said that they should have made allowances for the diminished skills and response time of the insured persons involved as a result of consuming alcohol and/or other named substances.

In addition, the company does not grant compensation for damage that is caused:

- 4.2** by intentional act or omission or with the approval of the insured or a beneficiary;
- 4.3** by a hazardous undertaking in which the insured recklessly put his/her life or body in danger, unless this recklessness was in fairness necessary:
 - for the correct performance of his/her profession;
 - for justifiable self-defence (see definitions 3.1.I); or
 - for an attempt to rescue oneself, others, animals or property (see definitions 3.1.I).This limitation does not apply to children younger than 18 years.
- 4.4** for committing or participating in a crime or attempt thereto;
- 4.5** by participating or practicing for speed competitions with motor vehicles, motorboats and rallies with the exception of endurance, puzzle and orienteering drives in which no element of speed plays a role of any significance;
- 4.6** as driver of a motorcycle with a cylinder capacity of 50 cc or more; this only applies to (an) insured person(s) younger than 18 years' old;
- 4.7** by or in connection with using an aircraft by an insured person.
This exclusion does not apply if the insured person legally occupies, as a passenger, an aircraft that has been equipped for passenger travel while used for civil aviation.
- 4.8** to the eyes of an insured who wears glasses or lenses stronger than -10. This limitation only applies to the coming loose of the retina from one or both eyes and the consequences thereof, unless such violence has directly affected the eye (the eyes) such that the coming loose of the retina could in fairness also have been expected due to this effect in one or both eyes without abnormality in structure and deficient capacity.

Art. 5 Payout upon death (category A)

Upon death of the insured caused by an accident, the company will pay out the amount insured for death.

A payout already made for permanent invalidity resulting from the same accident is deducted from the payment in the event of death. If the payout already made for permanent invalidity is higher than the payment in the event of death, the company will not claim back the surplus.

Increased payout in the event of death resulting from an accident:

If upon the death of the policyholder and his or her partner as direct and exclusive consequence of the same accident, the company will pay, insofar as both are insured with the company for death as a direct consequence of an accident, an extra payment of 50% of both insured amounts together, exclusively to their children - younger than 27 years' old -, insofar as these children were financially dependent on them at the time of the accident.

Art. 6 Payout upon permanent invalidity (category B)

- 6.1** Upon permanent invalidity of the insured caused by an accident, the company will pay out the amount insured for permanent invalidity partially or in full.
- 6.2** Permanent invalidity is understood to mean the medically verifiable permanent full or partial loss or functional loss of an organ or any part of the body.
- 6.3** The degree of permanent invalidity is determined as soon as the state of the insured is in fairness not expected to improve or worsen any more, nor lead to death, but no later than 2 years after the accident. In determining the permanent invalidity, no account is taken of the profession of the insured.
- 6.4** If the insured dies - not as a result of the accident - before the degree of permanent invalidity can be determined, then the company will pay out the amount that it would have, in fairness, been expected to pay out as a result of permanent invalidity.

6.5 Supplementary payout

a. Post-whiplash syndrome / post-concussion syndrome

Post-whiplash syndrome and/or post-concussion syndrome as a consequence of unforeseen, sudden, unexpected external violent effect of violence on the body of an insured person.

The size of the payout for a post-whiplash syndrome and/or post-concussion syndrome is determined per insured person at maximum 5% of the insured amount for permanent invalidity.

b. Interest after one year

If after the lapse of a period of one year after the day of the accident the degree of permanent invalidity cannot yet be determined, the company will pay interest equal to the statutory interest over the period after the 1st year until the definitive determination of the permanent invalidity.

The interest is calculated over the amount to be paid for permanent invalidity and paid together with the payout.

The interest provision is only applied if the insured is still living.

6.6 Dismemberment schedule

The following payout percentage of the insured amount is determined by full amputation or full loss of the functional capacity of/or:

full paralysis	100%
full loss of mental capacity	100%
arm to shoulder joint	75%
arm to elbow joint or between elbow and shoulder joint	70%
hand to wrist joint or arm between wrist and elbow joint	65%
thumb	25%
index finger	15%
middle finger or ring finger	12%
little finger	10%
leg up to the hip joint	75%
leg up to the knee joint or between knee and hip joint	65%
foot to ankle joint or leg between ankle and knee joint	55%
big toe	15%
any other toe	5%
the sight of one eye	40%
the sight of one eye by total loss of sight	70%
the sight of both eyes	100%
the hearing of one ear	25%
the hearing of one ear by total loss of hearing	35%
the hearing of both ears	60%
one lung	30%
a kidney	20%
the spleen	10%
smell	10%
taste	10%

cervical (or lumbar) acceleration/deceleration injury of the spinal column without objective demonstrable neurological/neuropsychological deficits and/or objective demonstrable vestibular abnormalities 0 to 5%

cervical acceleration/deceleration injury of the spinal column with neuropsychological and/or vestibular abnormalities 5 to 15%

By partial amputation or partial loss of functional capacity, a proportional amount of the named percentage is determined. By amputation or full loss of the functional capacity of more than one finger from one hand, the payout percentage is never more than the loss of the entire hand.

6.7

In all cases of permanent invalidity not referred to in the dismemberment schedule in article 6.6, two percentages are determined:

- a percentage indicating the degree of permanent invalidity without accounting for the profession of the insured;
- a percentage indicating the degree of permanent unfitness of the insured to perform his/her profession.

The payout will occur based on the percentage that results in the highest payout.

- 6.8** The determination of the percentage (functional) loss is done according to objective standards and in accordance with the last publication of the 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (AMA) and supplements published by the *Nederlandse Verenigingen van medische specialisten* (Dutch Association of Medical Specialists).
- 6.9** Whether the permanent invalidity is the result of one accident or the result of several accidents during the term of the insurance, the payout percentage is never more than 100%.

Art. 7 Progressively increasing payout

If it is stated on the policy schedule that a progressive invalidity payout is insured, the payout percentage for a permanent degree of invalidity of more than 25% will be increased to maximum the percentage stated on the policy schedule - as indicated under column 225% or under column 350% in the following table:

Invalidity degree	Payout percentage		Invalidity degree	Payout percentage		Invalidity degree	Payout percentage	
	225%	350%		225%	350%		225%	350%
26	27	28	51	78	105	76	153	230
27	29	31	52	81	110	77	156	235
28	31	34	53	84	115	78	159	240
29	33	37	54	87	120	79	162	245
30	35	40	55	90	125	80	165	250
31	37	43	56	93	130	81	168	255
32	39	46	57	96	135	82	171	260
33	41	49	58	99	140	83	174	265
34	43	52	59	102	145	84	177	270
35	45	55	60	105	150	85	180	275
36	47	58	61	108	155	86	183	280
37	49	61	62	111	160	87	186	285
38	51	64	63	114	165	88	189	290
39	53	67	64	117	170	89	192	295
40	55	70	65	120	175	90	195	300
41	57	73	66	123	180	91	198	305
42	59	76	67	126	185	92	201	310
43	61	79	68	129	190	93	204	315
44	63	82	69	132	195	94	207	320
45	65	85	70	135	200	95	210	325
46	67	88	71	138	205	96	213	330
47	69	91	72	141	210	97	216	335
48	71	94	73	144	215	98	219	340
49	73	97	74	147	220	99	222	345
50	75	100	75	150	225	100	225	350

Art. 8 Influence of current illness or invalidity

- 8.1** A worsening in the consequences of an accident through illness, infirmity or due to a current invalidity before the accident are not accounted for when determining the degree of permanent invalidity.
- 8.2** The worsening in an existing illness due to an accident does not entitle you to a payout.
- 8.3** When determining the degree of permanent invalidity, a permanent invalidity existing before the accident is deducted from this.
- 8.4** Not excluded are accidents that arise as a consequence of an illness, an infirmity or a physical or mental state.

Art. 9 Beneficiary designation

The beneficiary/beneficiaries entitled to a payout upon death is/are the person(s) named in the policy. If no beneficiary/beneficiaries is/are named in the policy, the beneficiary is in that case the spouse, registered partner or other partner in life of the insured. In the absence of these beneficiaries, the legal heirs are designated as beneficiaries. The Kingdom of the Netherlands can never act as beneficiary.

Art. 10 Reporting an accident

10.1 As soon as the policyholder, the insured and/or the successor(s) become cognizant of an accident that could lead to the company making a payout, they are obliged:

- a. to report the accident immediately to the company, but in any case:
 1. in the case of death (category A) 48 hours before the burial or cremation;
 2. in the case of permanent invalidity (category B) within 90 days of the accident.
- b. if the report is made later, a right to entitlement to a payout only exists if it is shown to the satisfaction of the company that:
 1. the invalidity is exclusively the consequence of an accident;
 2. the consequences of the accident are not increased by illness, infirmity or an abnormal physical or mental state; and
 3. the insured has followed the instructions of the doctor in attendance in all aspects.Any right to a payout lapses nevertheless if the report is made later than 5 years after the occurrence of the accident;
- c. submit a written and signed statement on the cause and circumstances of the accident, as well as the nature and extent of the injury, to the company.

10.2 The insured is obliged:

- a. to immediately submit to medical treatment and do all that possible to facilitate a quick recovery, including following the instructions of the doctor in attendance;
- b. to cooperate with the company as desired, by, for example, submitting to an examination by a doctor designated by the company (the costs associated with this are for the expense of the company);
- c. to immediately inform the company of his/her partial or full recovery.

10.3 The policyholder, the insured and/or successor(s) is/are obliged:

- a. to inform the company as fully as possible about the accident and to furthermore cooperate fully in assisting the company in obtaining the information it desires;
- b. to report to the company all insurance known to them which at the moment of the accident related wholly or in part to the same insured payment;
- c. to grant permission or cooperation regarding all measures that the company considers necessary to determine the cause of death (e.g. autopsy).

10.4 The verbal or written statements provided or to be provided by the policyholder, the insured and/or the successor(s) serve for the determination of the nature and extent of the accident and injury as well as a right to a payout.

If the policyholder, the insured/or successor(s) does/do not fulfil an obligation stipulated in this article, the company will not grant any payout, unless the persons named demonstrate that the interests of the company are not damaged.

Any right to a payout lapses if the policyholder, the insured and/or successor(s) intentionally submit/submitted incorrect information regarding an accident.

Art. 11 Lapse of right to a payout

Each right to a claim of the policyholder or successor(s) regarding payment of compensation lapses:

11.1 If the report of the accident is not made within the terms stipulated in article 10.1.a;

11.2 After one year, calculated from the day on which the policyholder or successor(s) was/were made cognizant of the definitive standpoint of the company.

Art. 12 Change in profession or work

12.1 Notification

If an insured changes profession or work, the policyholder must notify the company of this within 30 days of the change in writing.

12.2 Judgement

The judgement whether the new profession or the new work is associated with an increase in risk will be assessed based on the then applicable acceptance rules of the company.

12.3 No notification

- a. If the change in risk is acceptable, payment occurs for occupational accidents as a proportion of the old to the new premium payable from the thirtieth day after the date of the change in profession or work.
- b. If the change in risk is considered unacceptable, one is only entitled to a payout for accidents that occur when not exercising one's profession from the thirtieth day after the date of the change of the profession or work.

The policyholder is entitled to cancel this limited insurance. The insurance ends on the day that the company receives the cancellation.

Art. 13 End of the insurance/cover

Contrary to Article 3 End of the Insurance in the applicable Algemene Voorwaarden OV ALG (OV ALG General Terms and Conditions), the insurance also ends:

- a. at the end of the insurance year, in which the insured becomes 70 years' old or if the insured is a cohabiting child-relation at the end of the insurance year, in which he/she became 27 years' old (see art. 2);
- b. on the thirtieth day after the insured has permanently taken up residence outside the Netherlands.
- c. at a future time to be determined by the policyholder, after the insured has become 60 years' old or older and he/she suffers from a chronic illness or is a serious permanent invalid;
- d. in the cases referred to in article 12 (Change in profession or work);
- e. if for the insured a payout is granted by the company based on 100% permanent invalidity;
- f. if for the insured the total insured amount for permanent invalidity is paid out by the company;
- g. as soon as the company takes cognizance of the death of the insured.

The insurance is, if possible, continued for the other insured under this policy for whom the above does not apply.

Accident insurance clauses sheet

If one or more of the clause numbers given below is/are stated on the policy schedule, then the content of the clauses concerned apply in addition to or in replacement of that stipulated in the general and/or special conditions.

The content of a clause made applicable may mean an expansion or limitation of the cover and it therefore takes precedence over the provisions as stated in the general and/or special conditions.

M1028 Risky Profession

Damage to an insured inflicted during the performance of the profession stated on the policy schedule is excluded.