

Continuous travel insurance for private individuals – no. 95

These conditions are as accurate a translation as possible of the *Doortlopende reisverzekering voor particulieren nr. 95*. In the event of a difference of interpretation between the English and Dutch texts, the Dutch text will prevail.

This part of the Package Policy conditions deals with the insurance of risks which family members run as individuals during a holiday trip.

Standard Conditions

Article 1

Definitions

- (a) The insured is/are:
 1. the policyholder named in the policy;
 2. the spouse of the policyholder who lives with him/her, or the person in whose home the policyholder lives or with whom the policyholder cohabits as part of a family unit;
 3. children under the age of 27 who live with the policyholder, as specified in the proposal or amendment form.
- (b) Eurocross International.
- (c) A 'reimbursement' is payment for damage, injury, costs or losses and payment in the event of an accident.
- (d) An 'occurrence' is an event that gives rise to the loss or damage or a series of interrelated events that have the same cause and give rise to the injury or damage;
- (e) A 'holiday trip' is a trip which lasts for a demonstrably longer period than 24 hours; occurrences during the first 24 hours of such a trip are covered.

Article 2

Geographical limits

- (a) The insurance is valid throughout the world.
- (b) The insurance is valid in the Netherlands only during:
 1. booked holidays in respect of which the insured can produce the relevant booking/reservation form;
 2. trips or stays in Dutch territory as part of a foreign holiday trip.

Article 3

Period of validity of cover

- (a) Subject to the period of validity of the insurance, the cover starts as soon as the insured and/or his/her baggage leaves/leave the home in the Netherlands for a holiday trip and ends as soon as the insured and/or the baggage returns/return to it.
- (b) The cover shall also end at 2400 hrs. on the 60th day of a consecutive period of travel and/or abode, unless this period is exceeded as the result of unforeseen delay beyond the control of the insured; the cover shall then remain in force until the first possible moment for return home.

Article 4

Refund of premium

Notwithstanding the provisions of article 9 of the Package Policy Standard Conditions, there is no right to a refund of premium, except in the case of:

- (a) notice of termination by the insurer as described in article 8 (d), (f) and (g) of the Package Policy Standard Conditions;
- (b) termination as described in article 12.

Article 5

Exclusions

No payment or assistance is provided for occurrences:

- (a) during trips and/or abode connected (or partly connected) with the carrying on of a profession, business or paid job of the insured;
- (b) if the insured or interested party makes an incorrect statement and/or misrepresents matters. In such a case the right to a payment will lapse in respect of the entire claim, including those parts in respect of which no untrue statement was made and/or misrepresentation was given;
- (c) directly or indirectly connected with deliberate presence at a hijacking, strike or terrorist act;
- (d) taking place or becoming possible as a result of the intent or gross negligence of the insured or the interested party or in accordance with their will;
- (e) connected with suicide or attempted suicide of the insured;
- (f) taking place during or as a result of participation in or the commission of a crime or attempted crime;
- (g) in and by military service;
- (h) that take place or are made possible through the consumption by the insured of alcohol, stupeficients, stimulants or similar substances;
- (i) when using aircraft, unless the aircraft is used for passenger transport. This exclusion does not apply to parachuting, ballooning, gliding, paragliding, hang-gliding, microlight flying and paraskiing. However, they remain excluded from the accident category.
- (j) when sailing other than on inland waters, if the occurrence relates to solo sailing, competition sailing or the use of vessels that are not suitable or equipped for offshore sailing. This exclusion does not apply to competition sailing at sea (with the exception of solo sailing). However, the accident category remains excluded for them;
- (k) when playing ice hockey or preparing for or taking part in wintersports competitions other than Gasterennen and Wisbi competitions;
- (l) when taking part in or preparing for speed and record runs and reliability trials;
- (m) when the insured is engaged in work which entails special dangers.

Article 6

Obligations in the event of damage, injury or loss

The insured or the interested party is obliged:

- (a) to do everything possible to prevent, reduce or mitigate damage, injury or loss;
- (b) to cooperate fully with the insurer and/or the Eurocross in whatever way may reasonably be required and to provide information truthfully;

- (c) to provide evidence of the circumstances that lead to a request for reimbursement and/or assistance;
- (d) to submit original documentary evidence;
- (e) in the event of an accident or sickness, to call in medical assistance immediately and not to omit doing anything that could aid recovery; the insured is also obliged to submit to a medical examination carried out at the request and expense of the insurer by a physician designated by the insurer and to provide this physician with all desired information;
- (f) in the event of transport as a sick person, to cooperate in obtaining a written declaration from the treating doctor to the effect that the chosen means of transport and the form of any medical guidance are necessary and appropriate;
- (g) in the event of death, to permit a post-mortem at the request of the insurer; all related costs shall be borne by the insurer;
- (h) in the event of theft or loss, to report this immediately to the (local) police and to submit the written proof hereof to the insurer;
- (i) in the event of theft or loss in a hotel or apartment, also to give notice of this to the management or caretaker, and submit the written proof hereof to the insurer;
- (j) if property is missed or damaged while on public transport to give notice hereof immediately after discovery (even if this is after returning home) to the competent personnel of the transport company; a carrier's declaration of this report should be prepared and submitted to the insurer;
- (k) if property is damaged, to enable the insurer to examine the baggage, even before repair or replacement takes place;
- (l) to demonstrate the ownership, value and age of baggage by means of original invoices, warranty certificates, proofs of withdrawal from bank or giro accounts, repair invoices or other documentary evidence requested by the insurer;
- (m) as soon as items of property are lost or missed to report this to the insurer; if lost or missing items are recovered within 3 months of the date of loss or damage, the insured should take them back and refund the payment received;
- (n) to cooperate in recovering from third parties, possibly by transferring claims.

Manner of reporting

- (o) The insured or the interested party is obliged to report requests for payment and/or assistance and supply the insurance data in the following way (notices should be given in order to assess the damage and the right to payment and/or assistance):
- (p) in the event of an accident or death: by telephone or fax to the Eurocross immediately or in any event within 24 hours of the accident or death; in the event of death after a previously reported accident the interested party should contact the Eurocross within 24 hours of the death. If these obligations are not fulfilled there is no right to reimbursement unless the interested party shows that none of the exclusions is applicable;
- (q) in the event of an accident: written notice to the insurer, as quickly as possible but in any event within 1 year of the date of the accident, stating whether he/she will (or may possibly) be permanently disabled as a result of the accident;

- (r) in the event of a hospital admission: notice by telephone, e-mail or fax to the Eurocross if possible in advance but otherwise within 1 week of admission;
- (s) in the event of extraordinary costs, hire of means of transport or assistance: notice by telephone, e-mail or fax to the Eurocross as quickly as possible but always in advance;
- (t) in all cases as quickly as possible but in any event no later than 6 months after the occurrence, by means of the forwarding of a duly completed claim form to the insurer.

Article 7

Performance of duties at Eurocross

- (a) The Eurocross will provide its services within a reasonable period and in proper consultation with the insured or his/her representatives and in so far as government regulations or other external circumstances do not make this impossible. It will be free in the choice of those who are to be called in to provide assistance.
- (b) The Eurocross is deemed to have entered into obligations on behalf of the insured or his/her representatives in their name.
- (c) The Eurocross has the right to require the provision of financial guarantees in advance, in so far as the costs resulting from the provision of its services are not covered by the present insurance. If these guarantees are not obtained, the obligation of the Eurocross to provide the desired services and the insurance cover that would otherwise exist in this connection shall cease to apply.
- (d) With the exception of its own failures and errors, the Eurocross is not liable for loss or damage that is a result of the errors or failures of third parties, without prejudice to such third parties' own liability.

Article 8

Claim settlement

The insurer is responsible for settling claims (or arranging for them to be settled), partly on the basis of data and information supplied by the insured.

Article 9

Repayment of non-insured services

The insured is obliged to pay the invoices of the insurer or the Eurocross in respect of services, costs and so forth that are not covered under this insurance and to do so within 30 days of the date of such invoices. In the event of non-payment steps may immediately be taken to collect the amounts owed, the costs of collection being payable in their entirety by the insured.

Article 10

Double insurance

If, in circumstances where this insurance did not exist, there would be entitlement to reimbursement on the basis of another insurance, whether or not it predates the present insurance, or on the basis of any statute or other provision, the present insurance shall apply only in the last resort. In such circumstances only the loss or damage that exceeds the amount insured elsewhere shall be eligible to be reimbursed. This provision does not apply to the Accident category.

Article 11

Person entitled

Only the insured is entitled to payment. Payment may be made to one insured (unless other insured persons notify the insurer in writing before payment that they object to this), or to the person through whose intermediary the insurance has been taken out.

Article 12

Termination of the insurance

Without prejudice to the provisions of article 8 of the Package Policy Standard Conditions, the insurance shall end for the insured person(s) referred to in article 1 (a), at 2 and 3, if such insured is/are no longer living in the home of the policyholder and, in the case of children of the policyholder, if they have reached the age of 27. The insurance shall end for such insured persons with immediate effect. The insurance shall also end as soon as the insured ceases to be ordinarily resident in the Netherlands.

Article 13

Expiry date

Every right to compensation resulting from this insurance shall lapse if no legal proceedings have been instituted against the insurer within 6 months of the written communication of the insurer's final decision.

In so far as matters are not dealt with under these policy conditions, this insurance is also governed by the Package Policy Standard Conditions.

The following special conditions apply in addition to or in derogation from the above provisions.

SPECIAL CONDITIONS

CATEGORY A – ASSISTANCE

Article 14

Extent of the cover

As regards the cover of the expenses resulting from the provision of assistance, see the Extraordinary Expenses and Medical Expenses categories.

In the event of sickness, accident or death of the insured, assistance is provided through the Eurocross with:

- (a) transport, including the requisite supervision (medical or otherwise), of the insured to the Netherlands;
- (b) forwarding of medicines, medical devices and aids.
The exclusions in article 5 (d)-(h) do not apply in the case of the death of the insured.
- (c) Assistance with the transfer of money shall also be provided in emergencies. The costs incurred in this connection are also included under this cover. Advances or guarantees are not provided. Transfer takes place only if the Eurocross believes that sufficient guarantees have been obtained.

CATEGORY B – TELECOMMUNICATION COSTS

Article 15

Extent of the cover

The costs of telephone calls, telegrams, e-mails, telexes and faxes are covered only if there is entitlement to payment or assistance (through the Eurocross) under another insured category. In so far as these costs have been incurred in order to contact the Eurocross they are reimbursed in addition to the insured amount.

CATEGORY C – EXTRAORDINARY EXPENSES

Article 16

Extent of the cover

- (a) Only expenses referred to at (b) to (e) which are incurred with the consent of the Eurocross and are the result of an unforeseen occurrence affecting the insured are reimbursed, in so far as they are necessary and reasonable. Medical and dental costs as described in the relevant category are not included under this category.
- (b) In the event of sickness or accident of the insured, the following shall be reimbursed:
 - 1. costs of ambulance transport, including any necessary (medical) supervision of the insured to the Netherlands. In the case of ambulance transport by air, the repatriation must be for the purpose of saving the life and/or preventing or reducing the expected invalidity of the insured;
 - 2. extra expenses of accommodation and extra travelling expenses in connection with the insured's return journey by private means of transport or public transport and, if necessary for the purpose of assistance, of 1 travelling companion;
 - 3. extra travelling and accommodation expenses during the return journey by private means of transport or public transport of other insured persons who were travelling with the affected insured, if the latter was the driver of the means of transport by which the journey was made and there is no replacement driver in the travelling party concerned;
 - 4. travelling expenses for hospital visits to the insured by private means of transport or public transport incurred by the other insured or 1 travelling companion; the maximum payment is € 250,- per occurrence;
 - 5. travelling and accommodation expenses of 1 person for the provision of necessary assistance if the insured is travelling alone or was looking after/escorting insured children under the age of 16 or insured persons who are physically or mentally handicapped. This person may derive the same rights from this insurance as the insured during the travel and accommodation;
 - 6. the costs of sending medicines, medical devices and aids. This does

- not include the costs of customs duties and return cargo.
- (c) In the event of the death of the insured the following shall be reimbursed:
1. the costs of transporting the body to the Netherlands or the costs of burial and cremation locally and the related expenses of travel and accommodation if members of the insured's household and family travel to attend the funeral. The payment in the event of burial or cremation locally shall never exceed the costs that would have been incurred in transporting the body to the Netherlands.
 2. extra expenses of accommodation and extra travelling expenses of the return journey by private means of transport or public transport of the other insured persons;
 3. travelling expenses in the Netherlands to and from the place of death and the expenses of accommodation there, of not more than 2 people; this cover shall apply only in the case of death in the Netherlands;
 4. travelling and accommodation expenses of 1 person, to support an insured member of the deceased's family if no other member of the family is in the travelling party. This person may derive the same rights from this insurance as the insured during the travel and accommodation.
- (d) In the event of return of the insured to the place of residence in the Netherlands owing to an occurrence as referred to at 1-3 below, the cover will extend to the extra travelling and accommodation expenses during the return journey to the place of residence in the Netherlands and of any journey back to the original holiday destination within the period of the insured's original holiday.
1. Attending the burial or cremation of a member of the insured's household or family who did not travel with the insured and was within the first and second degrees, or visiting them when they are dangerously ill.
 2. Material damage to the property of the insured or in the business where he/she works, as a result of which the insured's presence is urgently needed.
 3. Indisposition of the deputy/locum. This cover applies only to travel for which cancellation insurance has been taken out and the deputy/locum insured under it becomes indisposed as a result of an occurrence covered by the insurance.
- (e) The following are also reimbursed:
1. the costs of tracing, saving or recovering the insured by a competent authority;
 2. extra travelling and accommodation expenses if the insured has to stay abroad beyond the original date of return owing to an avalanche, landslide, mist, natural disaster,

- abnormally heavy snowfall or a strike involving transport companies.
- (f) The exclusions referred to in article 5 (d)-(l) do not apply in the case of tracing the insured or the insured's death.
- (g) The expenses shall be reimbursed after deduction of any savings, refunds and so forth. A fixed deduction of 10% shall be applied to accommodation expenses for the saved costs of normal subsistence.

Article 17 Special exclusions

No cover is provided for costs connected with any sickness, ailment or abnormality for which the insured was receiving treatment abroad even before the start of the journey or if the insured embarked on the journey for the purpose (or partly for the purpose) of undergoing treatment for it.

CATEGORY D – BAGGAGE

Article 18 Definitions

- (a) 'Baggage' is objects taken by the insured for his own use (or as a gift), acquired during the trip or sent in advance or later and within the period of validity of the insurance, in consideration of confirmation of receipt, as well as travel documents needed for the present journey, with the exception of:
1. money, including coins and banknotes that are legal tender and cheques*.
** If the policy shows that an additional premium has been charged for money and cheques, this limitation does not apply.*
 2. securities (other than money), credit cards, manuscripts, notes, drafts, objects for business or professional use;
 3. animals;
 4. objects with a value as antiques, art or as part of a collection;
 5. tools, including measuring equipment;
 6. vessels and aircraft (including parachutes and paragliders), plus accessories and fittings; however, sailboards, canoes and inflatable dinghies are insured;
 7. (motor) vehicles, including trailers, accessories and fittings; however, bicycles, prams, invalid chairs, snowchains, removable car radios, roof racks, roof boxes, and bicycle racks are insured;
- (b) 'Valuables' are watches, jewellery (including gems, real pearls and objects made of precious metals or precious stones), furs, audio and video equipment and accessories (including cameras and cine camera equipment), binoculars and other optical instruments.
- (c) A 'brief stopover' is a short break of not more than 1 hour on the outward and/or return journey between the ordinary place of residence of the insured and the travel destination.

Article 19

Extent of the cover

- (a)
1. Claims for damage to or loss or theft of baggage are covered up to a maximum of the insured amounts referred to in the policy.
 2. In the event of damage that can be repaired, the sum reimbursed is based on the repair costs. However, the amount reimbursed will not exceed the sum payable in the case of damage that cannot be repaired.
 3. In the event of damage that cannot be repaired, loss or theft, the sum reimbursed is based on the current value, after deduction of an amount for depreciation due to ageing or wear and tear. Current value is deemed to mean the amount needed to purchase new objects of the same type and quality. If replacement is not possible, the basis shall be the market value, which is deemed to mean the market price on sale of the objects in the condition in which they were in immediately before the damage, loss or theft.
 4. In the case of travel documents the reimbursement is on the basis of the cost price.
 5. Subject to the provisions of article 20 (b)-(f), where baggage is stolen from a means of transport the cover applies if the means of transport was properly locked and the baggage was stored in the compartment described below, as a result of which the baggage was not visible from outside:
 - the separate, locked boot of a car;
 - the comparable luggage compartment of a hatchback car that has a third or a fifth door or an estate car, if this compartment is fitted with a rear shelf, roller cover or other comparable equipment;
 - the interior of a mobile home (camper), delivery van or caravan which was not visible from outside as the result of a properly fitted item of equipment.
- (b) Reimbursement is also provided for the following:
1. the costs of the necessary purchase of clothing and toiletries owing to the delayed arrival of the baggage at the travel destination; the maximum sum that can be reimbursed is € 250,- per insured;
 2. hire charges necessarily incurred (up to a maximum of the insured amount as referred to in the cover survey) for a replacement tent if the original tent is no longer suitable for use as accommodation during the trip owing to an external peril;
 3. the inability to use ski passes and hired ski equipment and the inability to take ski lessons owing to an occurrence covered under this insurance in

connection with a premature return home, hospital admission or an accident (to be proved by means of a doctor's certificate). The reimbursement is calculated in respect of the relevant costs on the basis of the ratio of the number of full unused days of the trip originally planned to the total number of valid days and after deduction of refunds and so forth. The costs must have been incurred at the place of destination and have been paid in advance;

4. damage, loss or theft of wintersports, mountaineering and scuba diving equipment hired abroad.
- (c) The exclusion in article 5 (h) does not apply.
- (d) In the event of damage, loss or theft, the insurer has the right to have the baggage repaired or replaced. Transfer to the insurer is not possible other than at its request.
- (e) Reimbursement in respect of money (if covered under the insurance) and travel documents will be in addition to the amount insured for baggage.
- (f) Only one insured has a right to reimbursement in respect of an object and its accessories. A camera and its accessories such as lenses, filters, recorders, flash lights, bags and so forth counts as a single object.
- (g) If the insured maximum per policy is exceeded in the event of damage or loss such maximum shall be divided among the insured in proportion to the damage suffered by each of them.
- (h) There is an excess (deductible) of € 50,- per trip per policy. This excess does not apply to money.

Article 20

Exclusions

- (a) No reimbursement is provided for:
1. damage or loss due to wear and tear, inherent defect, putrefaction or the gradual effect of weather conditions;
 2. impairment and/or defacement unless the object has thereby become unsuitable for its original purpose;
 3. impairment of only the recording tubes, video and audio recording heads of audio and video equipment;
 4. damage to the baggage itself (consequential damage), save for the cover described in article 19 (b) at 1-3;
 5. damage to only ski sticks, bindings, stoppers and the fittings of skis and damage as a result of the edges of the skis coming loose.
- (b) No reimbursement is provided if the insured:
1. has not taken normal precautions in order to prevent loss, theft or damage;
 2. could also have reasonably been expected to take better measures in the given circumstances in order to prevent loss, theft or damage. A better measure to prevent theft from a means of transport during a single-night stopover is in any event deemed to be that baggage packed conveniently in suitcases and bags should be taken to the overnight accommodation.

- (c) No disbursement is provided in the event of theft of money, valuables and travel documents:
1. from a means of transport;
 2. from rooms that are not properly locked in which they have been left unsupervised.
- (d) No reimbursement is provided for theft of other baggage (other than money, valuables and travel documents) from a means of transport unless the insured can show that:
1. the means of transport was properly locked;
 2. the other baggage was stored in the manner described in article 19. paragraph (a), at 5.
- (e) The provisions of paragraph d (2) do not apply if the insured can show that the theft took place during a brief stop on the outward journey from the place of ordinary residence to the holiday destination or on the return journey (other than money, valuables and travel documents). In the case of theft of other baggage from a means of transport other than during a brief stop on the outward journey from the place of ordinary residence to the holiday destination or on the return journey, no disbursement is provided unless the insured can show that the baggage was stored in a properly locked hard luggage/ski box which was fitted to or on the means of transport in such a way that it could not easily be removed.

Article 21 Two or more insurances

If two or more insurances have been taken out with the insurer for the benefit of an insured, the liability of the insurer is limited to the amounts indicated below. If higher amounts are insured, a proportionate part of the premium shall be refunded on request.

Baggage	€ 12.500,-
Cameras, cine cameras, video and computer equipment (including software)	€ 5.000,-
Jewellery	€ 1.250,-
Watches	€ 1.250,-
Money and cheques	€ 1.500,-

CATEGORY E – DAMAGE TO ACCOMMODATION

Article 22 Extent of the cover

Disbursement is provided only if the insured is liable for the damage or loss and it amounts to at least € 25,-for:

1. damage to the accommodation hired to the user or to the contents which the insured is allowed to use;
2. damage to a safe hired during the trip as a consequence of the loss of the key to the safe.

CATEGORY F – HIRE OF MEANS OF TRANSPORT

Article 23 Definitions

- (a) A 'means of transport' is:
1. a car, mobile home (camper), delivery van, motorcycle or scooter (with a valid APK roadworthiness certificate)

- bearing a Dutch number plate, and/or any trailer, provided that the driver of the said vehicle has an 'A' or 'B' class driving licence permitting him or her to drive it and provided that the journey is made from the place of residence in the Netherlands;
2. a bicycle or moped taken on the vehicle from the place of residence in the Netherlands or sent ahead;
 3. a similar type of vehicle (even if it bears a foreign number plate) hired because of a breakdown of the original vehicle during the trip.
- (b) A 'trailer' is:
a touring caravan, trailer tent, boat trailer, luggage trailer or motorcycle sidecar attached behind or to the means of transport.

Article 24 Extent of the cover

- (a) If the means of transport can no longer be used owing to an uncertain occurrence (not including the indisposition of the driver) during the period of validity of the cover (however, seizure or confiscation qualify only in the event of a traffic accident), the following are covered provided that it is not possible to use the means of transport again within 2 working days:

1. the costs of hiring a similar means of transport; the maximum cover is the insured amount per vehicle during at most the remaining period of the cover, but no longer than the remaining period of the trip as originally planned;
2. extra expenses of travelling by rail or coach, including the extra costs of transport of baggage in so far as they are incurred within the period of validity of the cover;
3. extra costs of accommodation of the insured, even if the means of transport can be used again within 2 working days. The maximum cover is € 50,-per insured per day for a maximum of 10 days. The expenses of accommodation shall be reduced by a fixed amount of 10% for the saved costs of normal subsistence.

- (b) If the means of transport can no longer be used within 7 days before the trip but not before the time of issue of the policy owing to an external peril and it cannot be restored to a roadworthy condition within 2 working days after the original date of departure, cover shall be provided for the costs referred in paragraph a at 1 and 2. This cover does not apply to booked holidays in the Netherlands.

Article 25 Exclusions

No disbursement is provided if the inability to use the means of transport is due to poor maintenance, the poor condition of the means of transport and/or overloading of the means of transport.

Category G – ACCIDENTS

The cover under this category applies only to the insured for whom the relevant premium has been calculated.

Article 26

Definitions

- (a) An 'accident' is each occurrence whereby the insured is suddenly affected by an external factor that exerts force on the body of the insured instantaneously causing him or her physical injury, provided that such injury can be medically established. The following also qualify as accidents:
1. freezing, drowning, sunstroke and suffocation;
 2. exhaustion, starvation, dehydration and sunburn as a result of becoming unintentionally isolated;
 3. acute poisoning caused other than by food, drink, tobacco or medicines;
 4. infection caused by bacteria as the result of falling into water or another substance involuntarily;
 5. infection of a wound and blood poisoning in connection with an accident;
 6. complications and aggravations caused by the administration of first aid or necessary medical treatment following an accident;
 7. sudden sprains, dislocations or torn muscles or tendons, the nature and location of which can be medically determined;
 8. injury caused by substances or objects involuntarily blocking or entering the digestive tract, the bronchial tubes or the eyes or ears.
- (b) Under no circumstances shall any form of slipped disc or the penetration of germs as a result of insect bites or stings be regarded as an accident.

Article 27

Extent of the cover

- (a) In the event of the death of the insured as the direct and sole result of an accident the amount insured for death shall be paid out. Any previous amount disbursed for permanent disability shall be deducted from this.
- (b) In the event of the permanent disability of the insured as the direct and sole result of an accident a percentage of the amount insured for death shall be disbursed; this percentage shall be equal to the degree of permanent disability, without taking account of the occupation or hobby of the insured. This percentage shall be fixed by reference to the most recently published 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (AMA), supplemented by the 'Guidelines for Evaluating the Degree of Disability' of the Netherlands Orthopaedic Association (NOV), which are available for inspection at the insurer's premises.
- (c) The total disbursed for two or more accidents together shall not exceed the amount insured for permanent total disability.
- (d) If the consequences of an accident are aggravated by a pathological or abnormal physical or mental

state, the amount disbursed shall be no more than that which would have been disbursed if the accident had affected an entirely fit and healthy person.

- (e) If an existing permanent disability is aggravated by an accident payment shall be granted on the basis of the difference between the state of health before and after the accident.
- (f) The degree of permanent disability is determined as soon as the condition of the insured can, in the view of the insurer's medical department, be said to be unchanging. If such a condition still not exists two years after the date of the accident, the degree of permanent disability shall be determined on the basis of the expected degree of disability as stated in the medical reports.
- (g) If, before the degree of permanent disability is determined, the insured dies as a result of:
1. the accident, the insurer shall not owe any disbursement (referred to below as benefit) for permanent disability;
 2. a cause other than the accident, the right to benefit shall continue to exist; in such cases the amount of the benefit is determined in accordance with final degree of disability as expected on the basis of the medical reports if the insured had not died.
- (h) If the degree of permanent disability can still not be finally determined on the 365th day after the accident the insurer shall pay interest on the benefit from this day until the day on which the disability is finally determined, less any benefits paid in advance. The interest rate shall be equal to that of the last government bond to be issued before the said 365th day, subject to a maximum of 8%.

Article 28

Exclusions

No benefit shall be paid for accidents:

- (a) caused or partly caused by a pathological or abnormal physical or mental state of the insured, unless this is the result of an accident already covered by this insurance;
- (b) as a result of practising combat sports or rugby or taking part in cycle races or equestrian competitions;
- (c) as a result of practising winter sports other than downhill skiing, biathlon, cross-country skiing, monoskiing, lugeing, skating, skiing, skibobbing, skisailing, tobogganing, snowboarding, surfskiing, swingbo and icesailing; ice hockey continues to be excluded, as is preparing for or taking part in the so-called Gasterennen and Wisbi competitions;
- (d) occurring during mountain walks or hikes other than on terrain or paths that are perfectly suitable for the inexperienced.

Article 29

Two or more insurances

If two or more travel or accident insurances have been taken out with the insurer for the benefit of an insured, the liability of the insurer is limited to the amounts indicated below. If higher amounts are insured, a proportionate part of the premium shall be refunded on request.

(a)	Benefit on death:		
age		scuba diving/ wintersports	motorcycle/scooter riding
under 16	€ 15.000,-	€ 5.000,-	€ 5.000,-
16-69	€ 137.500,-	€ 15.000,-	€ 7.500,-
70 and over	€ 5.000,-	€ 5.000,-	€ 5.000,-

(b) Permanent disability benefit

age		scuba diving/ wintersports	motorcycle/scooter riding
under 16	€ 200.000,-	€ 60.000,-	€ 30.000,-
16-69	€ 185.000,-	€ 60.000,-	€ 30.000,-
70 and over	€ 5.000,-	€ 5.000,-	€ 5.000,-

Article 30

Person entitled

Only the statutory heirs, with the exception of any government body, are entitled to benefit in the event of death.

Category H – MEDICAL EXPENSES

The cover under this heading applies only to the insured for whom the relevant premium has been calculated and whose primary cover for medical expenses is provided by a Dutch health insurance fund or a private medical insurer.

Article 31

Definitions

- (a) 'Medical expenses' are: the medically necessary costs of:
1. fees of doctors and the treatments, examinations, medicines and dressings prescribed by them;
 2. hospital admission and operation;
 3. transport to and from the place where the medical treatment is given in the country where the insured was present at the start of the transport;
 4. initial prostheses on the basis of the Dutch 'Orthobanda' rates and elbow and armpit crutches which are necessary as a result of an accident as described in the category Accidents.
- (b) 'Dental expenses' are: the medically necessary fees of doctors and dentists for dental treatment on natural teeth and the medicines prescribed by them and the X-rays made for the purposes of the treatment.

Article 32

Extent of the cover

- (a) The medical and dental expenses incurred abroad are reimbursed as long as the cover is in force, but until no later than the 365th day after the start of the treatment and in so far as the treatment cannot be postponed until after the insured returns to the Netherlands.
- (b) Where the following costs are incurred in the Netherlands they too are reimbursed:
1. the costs of medical and dental follow-up treatment if the insured can show that treatment started abroad within the period of validity of the cover;
 2. dental costs incurred as the result of an accident described as covered under

the category Accidents if the insured can show that this accident occurred within the period of validity of the cover.

- (c) The amount disbursed is determined on the basis of the insured class of medical expense insurance in the Netherlands.

Article 33

Exclusions

No cover is provided for costs:

- (a) connected with any sickness, ailment or abnormality for which the insured was receiving treatment abroad even before the start of the journey or if the insured embarked on the journey for the purpose (or partly for the purpose) of undergoing treatment for it;
- (b) which, it was known for certain even before the journey started, would be incurred during the journey;
- (c) of medical and dental treatment incurred in the country whose nationality the insured possesses, on account of sickness, ailment or abnormality, which existed or caused complaints even before the start of the journey;
- (d) if the doctor or dentist or the hospital is not recognised as such by the competent authorities.

Category I – MOTOR VEHICLE ASSISTANCE COSTS

The cover under this category applies only if it is evident from the policy that the relevant premium has been calculated.

Article 34

Definitions

A 'means of transport' is:

- (a) a car, mobile home (camper), delivery van, motorcycle or scooter (with a valid APK roadworthiness certificate) bearing a Dutch number plate, provided that the driver of the said vehicle has an 'A' or 'B' class driving licence permitting him or her to drive it and provided that the journey is made from the place of residence in the Netherlands;
- (b) a touring caravan, trailer tent, boat trailer, luggage trailer or motorcycle sidecar attached behind or to the means of transport;
- (c) a boat carried on the means of transport;
- (d) a similar type of vehicle (even if it bears a foreign number plate) hired because of a breakdown of the original vehicle during the trip.

Article 35

Geographical limits

- (a) This category is valid in Europe, the Azores, the Canary Islands and Madeira as well as in Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia and the whole of Turkey.
- (b) This category is valid in the Netherlands only:
 1. during holidays for which the insured can supply the relevant booking/reservation form;
 2. during a journey or abode in Dutch territory as part of a foreign trip.

Article 36

Extent of the cover

(a) If the driver is no longer able to drive the vehicle owing to an occurrence as referred to at 1 and 2 and no replacement is available in the travelling party, there is a right to assistance (through the Eurocross) for transport of the means of transport and the baggage to the place of residence in the Netherlands and to reimbursement of the resulting costs.

1. Sickness or accident of the driver and he/she receives medical advice that he/she can no longer safely drive the means of transport and recovery is not expected within a reasonable period, or the death of the driver.

2. Return to the Netherlands of the driver, leaving the vehicle behind, and return to the Netherlands within the period of validity is not possible owing to:

- attendance at the burial or cremation of a member of the insured's household or family who did not travel with the insured and was within the first and second degrees, or visiting them when they are dangerously ill;
- material damage to the property of the insured or damage in the business where he/she works, as a result of which the insured's presence is urgently needed;
- indisposition of a deputy/locum. This cover applies only to travel for which cancellation insurance has been taken out and the deputy/locum insured under it becomes indisposed as a result of an occurrence covered by the insurance.

(b) If the means of transport can no longer be used as a result of uncertain occurrence (including an inherent defect) during the trip, there is a right to:

1. assistance (through the Eurocross) for – and payment of the resulting costs of – the following:

- transport of the means of transport to the place of residence in the Netherlands, unless the transport costs exceed the value of the means of transport at that time and provided that continuation of the trip in this means of transport is not possible within 2 working days;
- destruction or importation of the means of transport if it is decided on the basis of the above to leave the

means of transport behind abroad;

- forwarding of parts of the means of transport if these parts are not obtainable locally in the short term; the costs of purchase, customs duties and return cargo shall be borne by the insured.

2. disbursement of costs of salvage, guarding, garaging and transport to the nearest repair garage, up to a maximum of € 1.000,- per trip per policy;

3. disbursement of the costs of labour for a roadside repair (not a garage repair) up to a maximum of € 125,- per occurrence.

(c) The exclusions in article 5 (i), (j) and (l) do not apply.

(d) Disbursement is provided only on production of the original invoices and after deduction of any savings.

Article 37

Exclusions

No disbursement or assistance is provided if the driver and/or means of transport ceases to be available as a result of:

- (a) occurrences while the driver is unconditionally banned from driving or is not in possession of a valid driving licence prescribed for the means of transport concerned;
- (b) poor maintenance, poor condition and/or overloading of the means of transport.

Article 38

Obligations of the insured in the event of damage or loss

The insured or the interested party is obliged:

- (a) if the driver or means of transport ceases to be available, to cooperate in obtaining an authorisation required by the Eurocross from the owner of the means of transport;
- (b) to ensure that there is timely and unrestricted access to the means of transport.

SURVEY OF COVER

Categories and insured amounts

Insured amounts apply per insured per trip, unless stated otherwise:

A.	ASSISTANCE	cost price
B.	TELECOMMUNICATION COSTS	€ 100,-
C.	EXTRAORDINARY COSTS	cost price
D.	BAGGAGE, total	€ 2.500,-*
	subject to the following maximums:	
-	cameras, chine cameras, video and computer equipment (including software)	€ 1.250,-*
-	jewellery	€ 250,-*
-	watches	€ 250,-*
-	per set of spectacles/sunglasses/ contact lenses	€ 250,-
-	per inflatable dinghy, sailboard, canoe (including accessories)	€ 250,-
-	per bicycle (including accessories)	€ 250,-
-	removable car radio, per policy	€ 250,-
-	dentures (partial or full set)	€ 250,-
-	gifts taken on holiday, per policy	€ 250,-
-	objects acquired during a trip, per policy	€ 250,-
-	travel documents	cost price
-	hire of tent, per trip per policy	€ 250,-
-	excess (deductible) per trip per policy	€ 50,-
-	money, if insured, per trip per policy	€ 500,-
	* per trip per policy maximum of 2 times this amount	
E.	DAMAGE TO ACCOMMODATION	€ 250,-
	only if the damage exceeds € 25,-	
F.	HIRE OF MEANS OF TRANSPORT,	
	per day per vehicle	€ 75,-
-	bicycle/moped per day	€ 12,50
	maximum per trip	€ 2.500,-
G.	ACCIDENTS, if insured under the policy	
	in the event of death	€ 25.000,-
-	riding or pillion on motorcycle with a cylinder capacity of 50 cc or more	€ 12.500,-
-	under 16	€ 5.000,-
-	70 and over	€ 5.000,-
	in the case of permanent total disability	€ 75.000,-
-	riding or pillion on motorcycle with a cylinder capacity of 50 cc or more	€ 37.500,-
-	under 16	€ 87.500,-
-	70 and over	€ 5.000,-
H.	MEDICAL EXPENSES, if insured under the policy incurred outside the Netherlands	cost price
-	incurred in the Netherlands	€ 1.000,-
-	dental expenses	€ 250,-
I.	MOTOR VEHICLE ASSISTANCE COSTS, if insured under the policy	cost price

As regards matter not covered by these policy conditions, this insurance shall also be governed by the Package Policy Standard Conditions.

