OOM VERZEKERINGEN

# Terms of Global Visitor Insurance

**GV2010**

## Article 1. Definitions

1.1 Additional costs
Medical costs directly related to and incurred during specialist treatments (such as the cost of X-rays, laboratory testing, blood transfusions, radiation treatment, anaesthesia and the use of an operating theatre or outpatient department).

1.2 Fraud
Making or attempting to make false statements in writing, deception, acts prejudicial to creditors or beneficiaries and/or misappropriation by persons and/or organisations involved in the creation and/or execution of the insurance, with the purpose of obtaining insurance coverage or a payment or service on false pretences to which there is no entitlement.

1.3 Physiotherapist
A practising physiotherapist, registered as such with the competent authorities.

1.4 Medication
Substances that may be traded as medication and which are provided exclusively on prescription from a General Practitioner or specialist by a pharmacy or General Practitioner operating a pharmacy.

1.5 General Practitioner
A physician accredited by the competent authorities as a General Practitioner.

1.6 Country of origin, country of residence
a. *Country of origin:* The country where the insured person resided before departing to the Netherlands and/or the country of which the insured person is a national.
b. *Country of residence:* A person's residence is determined according to individual circumstances. Generally, the place where the centre of a person's societal existence is located. This is determined using the actual circumstances in the specific case in which the legal, economic and social ties to a country play a part on one hand and ties to the country of origin play a part on the other.

1.7 Company
OOM Global Care N.V. This company is registered with the Financial Markets Authority (AFM) under number 12.000.623.

1.8 Medical necessity
The necessity based on generally recognised medical science considerations.

1.9 War and kindred risks
Armed conflict, civil war, uprising, internal unrest, riot, mutiny. The definitions of these forms of war and kindred risks are part of the text filed by the Union of Insurers in the Netherlands on 2 November 1981 at the office of the clerk of the District Court in The Hague.

1.10 Exercise therapist
A practising exercise therapist, registered as such with the competent authorities.

1.11 Accident
A sudden and direct effect of external violence, whereby physical injury is sustained whose nature and location can be determined medically.

1.12 Hospitalisation
A stay of more than 24 hours in a hospital, if and as long as care, examination and treatment can exclusively be provided in a hospital on medical grounds, while uninterrupted treatment by a medical specialist must be necessary.

1.13 Rehabilitation
Treatment, counselling and guidance at an institution accredited by the competent authorities for rehabilitation by a team consisting in any event of a specialist and a paramedic professional practitioner and also a psychologist or expert in social, occupational or rehabilitation matters, as well as related care.

1.14 Rehabilitative day care
As described under rehabilitation, but with treatment for a day or part thereof.

1.15 Specialist
A physician or dentist accredited by the competent authorities as a specialist.

1.16 Specialist treatment
Treatment or examination, generally accepted according to medical standards and corresponding to the specialisation for which the specialist is registered.

1.17 Dentist
A physician accredited by the competent authorities as a dentist.

1.18 Dental treatment
Treatment or examination aimed at or related to improvement or recovery of dentition, according to generally accepted medical standards and performed exclusively by a competent dentist or maxillofacial surgeon.

1.19 Nursing costs
The amount per day owed for care of at least 24 hours in a hospital, except for additional costs and the cost of specialist treatment.

1.20 Insured person
Every person indicated as such in the policy.

1.21 Policyholder
The person having entered into the insurance contract with the company and indicated as such on the policy sheet.

1.22 Hospital

An institution for the care, treatment and examination of the sick, accredited as a hospital by the competent authorities.

This description also covers an institution specially intended for rehabilitation and a sanatorium, but not rest homes, recovery centres and nursing homes.

1.23 Medical transport

Medically necessary transport of a patient who cannot be deemed able to travel independently on medical grounds to the nearest hospital or place of treatment, the cost of which is covered under this insurance.

## Article 2. Region of coverage

2.1 The insurance covers the following geographic areas: Europe, including the Azores, the Canary Islands, Madeira, Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Palestine, Syria, Tunisia and all of Turkey; however it does not cover the country of origin.

2.2 In the event that the insured person is travelling by aeroplane, the following applies within the term of the insurance:

a. The insurance provides coverage from the time the insured person departs from the territory of the country of origin with as direct a connection as possible to the area of coverage, without any unnecessary stopovers. In all other cases, the coverage becomes effective at the time the insured person arrives in the region of coverage.

b. The insurance coverage ends after the landing of the aircraft on which the insured person returned from the region of coverage to the country of origin, on a flight that was as direct as possible without unnecessary stopovers. In all other cases, the coverage is terminated at the time the insured person has left the region of coverage.

## Article 3. Scope of coverage

3.1 Uncertain event

The insurance provides coverage only if and as long as the requirement for uncertainty indicated in article 7:925 of the Dutch Civil Code (BW) is fulfilled. This requirement for uncertainty is fulfilled if and as long as the damage for which compensation is claimed is the result of an event for which it was uncertain to the parties at the time of entering into the insurance that damage was incurred therefrom for the policyholder/insured person or for a third party, or would still arise in the normal course of events.

3.2 Medical necessity

If and so long as there is a medical necessity, the company will compensate the costs of the medical care specified in article 4.

3.3 Terrorism

a. The consequences of an event related (directly or indirectly) to terrorism, malicious contamination or preventive measures are covered in accordance with the coverage and definitions as set out in the 'Terrorism Coverage Clause Sheet of the Dutch Terrorism Damage Reinsurance Company (NHT N.V.)' and the 'Protocol for Claims Handling of the Dutch Terrorism Reinsurance Company (NHT N.V.)' and notes thereto. The text of said Clause Sheet and Protocol and notes thereto can be consulted or downloaded from the NHT website at www.terrorismeverzekerd.nl or requested from the company.

b. Costs that are the consequence of terrorism outside the Netherlands will be compensated up to € 30,000.

3.4 Insured period

The insured costs are eligible for the determination of the payment provided they are incurred during the period in which the insurance is in effect, with the exception of that stipulated in article 4.1.b.

3.5 Maximum rates

a. Under no circumstances will an amount be compensated that is higher than the rates approved by official bodies.

b. For costs referred to under 4.1 t/m 4.6 and costs incurred outside the Netherlands, the company will not compensate an amount of more than twice the rates applicable in the Netherlands.

3.6 Maximum compensation payment

Any costs for which a right to payment exists in accordance with article 4, will be paid up to a maximum total payment of € 500,000 per person insured per period insured.

3.7 Foreign currency

Bills in foreign currency will be converted to euro according to the rate on the last day or business day of the month preceding the date of the bill. The company uses the average of the buy and sell rates as published on the GWK Travelex website at www.travelex.com/nl/.

3.8 Free choice

The insured person is free to choose a hospital and care provider.

## Article 4. Description of coverage

entitlement to compensation exists for costs of:

4.1 Hospitalisation

a. If the hospital where the insured person has been admitted offers multiple classes of care, this insurance will provide coverage based on the class of care equivalent to 3rd class in a Dutch hospital. Added costs of a higher class of care are not eligible for compensation.

b. If the insured person is admitted to hospital on the expiry date of this insurance, the company will compensate the insured costs of such hospitalisation to the insured person up to 30 days following the expiry date of this insurance.

4.2 Medical transport

a. Ambulance transport by road as well as ambulance transport by water or air, provided a different form of transport is not available or not sensible for medical reasons. In all cases, the most affordable means of transport must be chosen.

b. Seated medical transport by public transport (lowest class), taxi or own car, directly preceding and directly following a visit to the care provider. The cost of own transport is compensated at a maximum of € 0.20 per kilometre travelled.

4.3 Transplantation

a. Transplant costs of the following tissues and organs

in a hospital: bone marrow, bone, cornea, skin tissue, kidney, heart, liver (orthotopic), lung, heart-lung and kidney-pancreas. The right to compensation exists exclusively after prior consent by the company. The cost of transplantation of other organs is not compensated.

b. The cost of care and treatment of the donor is also covered on the basis of the class for which he or she is insured. A donor will also be entitled to medical treatment for no more than 3 months from the date of release from the hospital to which the donor was admitted for selection or removal of transplant material, provided said treatment is related to the organ transplantation in question that is subject to the coverage.

c. The costs of a transplant are only eligible for compensation if such costs are the result of an accident.

4.4 Kidney dialysis

For the insured person, after prior approval by the company. The cost of kidney dialysis is only eligible for compensation if such costs are the result of an accident.

4.5 Treatment by a plastic surgeon

For the insured person, after prior approval by the company. The cost of treatment by a plastic surgeon is only eligible for compensation if such costs are the result of an accident.

4.6 Non-clinical medical aid

Specifically, for:

a. specialist treatment;
b. additional costs;
c. laboratory testing prescribed by a General Practitioner or specialist, charged by a hospital or laboratory;
d. treatment by a General Practitioner;
e. medications;
f. consulting another specialist (i.e. a second opinion) in the event that the physician treating the insured person suggested intensive medical treatment;
g. treatment by a physiotherapist/remedial therapist up to a maximum of 25 treatments per insured person for the term of the insurance;
h. dental treatment up to a maximum of € 350 per insured person for the term of the insurance, solely as a result of an accident.

4.7 Search and rescue

This refers to the cost necessarily incurred for an insured person on the orders of an official authority (such as the police) to find, rescue or recover an insured person who is missing or has been involved in an accident. A statement by the above authority must be presented to the company, whereas there is no right to compensation in the absence of such a statement under this insurance. A maximum of € 10,000 per event is compensated for search and rescue costs.

4.8 Repatriation

The costs of repatriation will only be compensated on condition that:

- the medical adviser of the insurance company believes that repatriation is medically necessary;
- prior approval has been obtained from the company responsible for coordinating the repatriation;
- the insured person is repatriating from the region of coverage to the Netherlands or the country of origin.

The following costs apply:

a. medical transport, including transport by aeroplane;
b. an ambulance/aeroplane, in the event that the insured person, due to health reasons, is unable to travel by any other mode of transport (e.g. by passenger plane, ambulance or taxi). This mode of returning is only insured if the objective of the repatriation is to save the life of and/or reduce the expected invalidity of the insured person;
c. attendant(s), if attendance is medically necessary.

Air travel expenses for a scheduled flight or charter will be maximally compensated according to the rate applicable for tourist class.

A maximum of € 30,000 is compensated per insured person.

4.9 Transport of mortal remains

The cost of transport of the mortal remains of the insured person to the country of origin. The cost of the inner coffin required for transport under applicable regulations is included. For any costs involved in transporting the mortal remains, no more than € 10,000 will be compensated for any one case.

4.10 Theft or loss of official travel documents

In the event that the insured person, through no fault of his own, loses his passport, visa or other official travel document as a result of theft or loss, the company will reimburse only the costs of the purchase of a "laissez passer", a substitute visa or another substitute travel document that allows the insured person to continue his journey, with the exception of travel, accommodation and telecommunications costs. The compensation will amount to a maximum of € 125 per insured person for the term of the insurance.

## Article 5. Exclusions

Inasmuch as is not explicitly stated otherwise on the policy sheet, there is no claim for compensation of costs:

5.1 that are the consequence of ailments, symptoms and/or physical impairments or anything related to or resulting from these suffered by the insured person on or before the commencement date of this insurance even if the insured person was unaware of these ailments, symptoms or physical impairments on or before the commencement date of the insurance;

5.2 that are the consequence of diabetes mellitus and any related conditions, such as cardiovascular disease, kidney disease, eye defects etc. in diabetics, unless the medical adviser believes that these costs are not related to diabetes mellitus;

5.3 that are the consequence of gallstones and kidney stones;

5.4 malaria prophylaxes, vaccinations, home pharmacy and/or non-prescription items;

5.5 related to examinations and certificates, psychotherapeutic and dental treatment (by a dentist, maxillofacial surgeon or orthodontist), with the exception of the treatments specified in article 4.6.h;

5.6 of prosthetics and medical aids, including spectacles, contact lenses and dental prosthetics;

5.7 of sterilisation and the reversal thereof, fertility treatments, preservatives, pregnancy and childbirth, abortion, fertility examinations, genetic examinations, as well as any complications related to or that are the consequence of such treatments;

5.8 of preventive medicine, alternative medicine, treatment by a speech therapist or speech pathologist, rehabilitative day care;
5.9 resulting from sexually transmitted diseases (STDs), suicide attempts, the use of alcohol or other drugs or stimulants, including soft and hard drugs;
5.10 incurred as a result of hospitalisation if and to the extent that the treatment can be postponed until after the expiry date of this insurance;
5.11 resulting from the participation in, or preparation for, speed races, record races and reliability trials using motor vehicles or motor vessels;
5.12 incurred while present in or on an aircraft other than as a passenger of a civil aviation aircraft;
5.13 resulting from war or kindred risks;
5.14 arising from, or related to, nuclear reactions and fission products thus occurring, regardless of how the reactions occur, other than in medical treatment applied to the insured person;
5.15 if a claim could be made, in the absence of this insurance, on compensation, payment and/or assistance based on other insurance, legislation or provision, whether predating this insurance or otherwise. In that case, this insurance will then be valid only after all other insurance has been claimed. In that case, only that damage will be eligible for compensation, payment and/or assistance that exceeds the amount that can be claimed elsewhere or could be claimed elsewhere if this insurance did not exist. Article 7:961 part 1 BW does not apply;
5.16 if the company is intentionally misled by the policyholder, insured person and/or beneficiary of payment by deliberately failing to disclose facts and circumstances that are important to the company in evaluating the claim and/or by making false statements, unless such misleading does not justify this exclusion;
5.17 of damage related directly or indirectly to or caused by the insured person participating in or knowingly and willingly being present in a hijacking, strike, uprising and/or act of terrorism;
5.18 of damage directly or indirectly related to or caused while the insured person committed or aided in the committing of a crime;
5.19 if the damage is attributable to intent and/or conscious or unconscious recklessness of the insured person or someone with an interest in the benefit;
5.20 if an incorrect representation of matters is given by the policyholder, insured person or beneficiary or if an untrue statement is made and the company's interests are thereby infringed. If the infringement of interests is not such that it justifies exclusion, the company will deduct the damage as a result of the incorrect representation of matters or untrue statement by the policyholder, insured person or beneficiary from any payment or, if payment has already occurred, recover it from the person who gave the incorrect representation of matters or made the untrue statement. If the incorrect representation of matters is given or an untrue statement is made with the intent of misleading the company, there will be no claim for compensation of costs.

## Article 6. Payment of damages

6.1 Acknowledgement

After a claim is received, the eligibility and extent of eligibility for compensation of the damage is first determined, taking maximum compensation into account, among other factors. The damage is acknowledged for this amount.

6.2 Payment

Payment is then made for the acknowledged amount, less excess, if and inasmuch as it applies. Payment is made in euro to the policyholder, unless agreed otherwise.

6.3 Excess

The excess applies for each insured person for each period insured and is indicated on the policy sheet.

## Article 7. Obligations

7.1 Damage reporting obligation

As soon as the policyholder/insured person is aware or should be aware of hospitalisation, search/rescue, repatriation or transport of the mortal remains, he is obligated to inform the company of this as quickly as reasonably possible.

7.2 Damage information obligation

a. The policyholder/insured person is required to provide the company, its medical adviser or those in charge of verification with all information and documentation, within a reasonable time, that is important to the company to evaluate the payment obligation.
b. This means, among other things, that all invoices must be specified so that the company's required compensation may be determined from it without further enquiries.

7.3 Cooperation obligation

a. The policyholder/insured person is obligated to cooperate in full and refrain from all that may infringe the interests of the company.
b. This means, among other things, that he or she is obligated to inform the company of all other known insurance policies that provide coverage at the time of the event for damage claimed under this insurance.
c. He or she is also obligated to assist the company in seeking recovery from liable third parties.
d. The policyholder/insured person is also obligated to refrain from acknowledging liability.

7.4 Liability for non-fulfilment of obligations

a. No rights may be derived from this insurance if the policyholder/insured person has not fulfilled one or more of the above policy obligations and has thereby infringed the company's interests.
b. There is no infringement of interests where liability is rightly acknowledged or if mere facts are acknowledged.
c. All rights to payment lapse if the policyholder/insured person has not fulfilled the above obligations, with the intent of misleading the company, unless such misleading does not justify the lapsing of rights.

## Article 8. Premium payment and restitution

8.1 The policyholder is obligated to pay in advance the premium and expenses payable.

8.2 In the event of non-payment of the premium and costs, the insurance will not be effective (a notice of default will not be required in such a case).

8.3 The fully agreed premium will be payable, also if no risk was incurred or only in part.
No premium refund will be paid, unless:
- it can be demonstrated, by submitting the rejection letter from the embassy or consulate, that the insured person has not received a visa.
- it can be demonstrated, by submitting the residence permit, or a copy thereof, that the insured person is obliged to enter into the basic insurance agreement pursuant to the Dutch Health Insurance Act (Zvw). In such case, the premium refund will be granted for the period commencing on the day the residence permit is issued until the expiry date of the insurance; however, subject to deduction of costs.
- the insured person dies. In this case, the premium refund will be granted for the period starting on the day after the death until the expiry date of the insurance, subject to deduction of the costs compensated by the company pursuant to article 4.

## Article 9. Insurance basis

9.1 The application form with statements made by the policyholder or insured person, written in person or otherwise, and any written information provided separately by the policyholder or insured person, form the basis of this insurance and are considered to constitute a whole with the policy.

9.2 a. If the policy holder has not fulfilled the information obligation in article 7:928 BW and has acted with the intent of misleading the company or if the company would not have provided insurance had it known the actual state of affairs, the company will be authorised to terminate the insurance within two months from discovery at a time to be determined by the company, without a notice period.
b. The policyholder may terminate the insurance with immediate effect within two months after the company has invoked non-fulfilment of the information obligation on entering into the insurance contract, including the situation in which the company invokes non-fulfilment of the information obligation on materialisation of the risk. The policyholder may limit termination to the person whose risk is the subject of the invocation of non-fulfilment.

9.3 In the event of non-fulfilment of the information obligation by the policyholder on entering into the insurance contract, the company may propose to the policyholder that the insurance contract be continued under amended terms. The right to payment will be evaluated in accordance with article 7:930 BW.

## Article 10. Duration and end of insurance

10.1 The insurance is entered into for the period as indicated on the policy sheet.

10.2 While it is not possible to renew the insurance, it is possible to enter into a new agreement. This entails, among other things, that from the new commencement date, the provision referred to in article 5.1 will apply.

10.3 It is emphatically stated that the company is not entitled to terminate the insurance early, except by written notice by the company at a time determined by the company in cases as indicated in articles 8 (Premium Payment and Restitution), 9 (Insurance Basis), 13 (Fraud) and in the case indicated part 4 of this article.

10.4 The company is entitled to terminate the insurance unilaterally and with immediate effect if the policyholder and/or insured person commits or attempts to commit fraud, deceit, make incorrect statements and/or other serious offences (such as duress and threats). In such cases, the insurance will be terminated, including any supplementary insurance, effective the day that the fact in question occurred or on any other date to be determined by the company.

## Article 11. Change of risk

11.1 Any change in the composition of the family and any other change affecting the rights and obligations under this insurance contract must be communicated to the company in writing as quickly as possible, within 1 month from the time that the change occurred. If the policyholder omits to act as above, the right to any restitution of premiums will lapse, as will the right to any damage payment, except in the event that the change does not justify it.

11.2 The policyholder must inform the company in writing as soon as possible of any change of address. Notification by the company to the policyholder will legally be made to the last address known to the company.

## Article 12. Personal information

12.1 a. Personal information is requested when insurance is applied for. This information is processed by the company to enter into and carry out agreements, engage in marketing operations, to assure the security and integrity of the financial sector, for statistical analysis and to be able to fulfil legal obligations.
b. The processing of personal data is subject to the code of conduct for the processing of personal data by financial institutions ["Verwerking Persoonsgegevens Financiële Instellingen"].
c. The care insurers addendum ("Addendum Zorgverzekeraars") also applies for care and health insurers.

12.2 With regard to a sensible acceptance policy, the company may consult the policyholder's information and/or that of the insured person(s) at the CIS foundation in Zeist. In this regard, participants in the CIS foundation may also exchange information among each other. The goal is to manage risk and prevent fraud.
The privacy regulations of the CIS foundation apply. See www.stichtingcis.nl.

12.3 A consumer brochure of the Code of Conduct may be requested from the company. The full texts of the Code of Conduct and the Addendum may be consulted on the website of the Association of Insurers at www.verzekeraars.nl. The Code of Conduct and the Addendum can also be requested from the Association of Insurers (Postbus 93450, 2509 AL The Hague, tel. +31 (0)70 333 85 00).

## Article 13. Fraud

Fraud (in whole or in part) has as a consequence that:

13.1 no insurance payment will occur at all;

13.2 the police will be notified;

13.3 all insurance involving the person committing the fraud as a policyholder and/or an insured person will be terminated. This applies to insurance taken out with OOM Global Care N.V. as well as with OOM Schadeverzekering N.V. and "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. If there is early termination, the ongoing premium will not be refunded, in accordance with article 8.3;

13.4 there will be an entry in the reporting system used among insurers;

13.5 any damage paid and cost of investigation will be claimed back.

## Article 14. Complaints and disputes

14.1 This insurance is subject to Dutch law.

14.2 Complaints and disputes relating to the intermediation, creation and execution of this insurance agreement may be submitted in writing to the management of the company.

14.3 a. Individuals who are not satisfied with the judgement of the company may turn to
**Health Insurance Complaints and Disputes Foundation (SKGZ)**
Postbus 291
3700 AG Zeist
Tel. +31 (0)30 698 83 60
www.skgz.nl

b. If they do not wish to use these complaint handling options or are not satisfied with the handling or outcome, they may present the dispute to the competent judge in The Hague, unless agreed or provided otherwise.

14.4 Entities other than individuals cannot turn to SKGZ. They may present the dispute to the competent judge in The Hague.

14.5 Consumers, care providers and health insurers may submit complaints to the Dutch Healthcare Authority (NZa) regarding forms used by the company.
Such a complaint refers to forms that the complainant believes to be unnecessary or too complex. The NZa's ruling constitutes a binding opinion to the care provider, health insurer and consumer.

14.6 The extended "OOM insurance complaints and disputes regulations" can be consulted and downloaded at www.oomverzekeringen.nl or requested from the company.

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