

**Important.** These conditions have been carefully translated from Dutch. However, if any differences occur, the Dutch terms and conditions (012 4927 Tasman (juni2024) version 4.0) are leading.

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If  $\underline{you}$  see a word underlined in the conditions, you will find it explained in the list of definitions. The first time the word is found in the text, it is underlined.

### **WORLDWIDE (MEDICAL) ASSISTANCE**

Do you have a serious illness or an <u>accident</u> that requires assistance from the Netherlands? Or do you need to return to the Netherlands sooner? Then call De Goudse Alarmcentrale, available 24 hours a day on +31 182 544 555.

Are you in the US?

Then call our alarm centre GMMI in the US. The telephone number is 001 800 694 9832 (free within the US). Please contact GMMI also when you need to visit a GP, and always contact GMMI before making an appointment with that GP.

The alarm centres are available in case of an emergency, an accident and for medical assistance. Please do not contact them if you need help in the event of damage, loss or theft of your luggage. In that case refer to the conditions under the heading 'Loss or damage, what should I do?'.



### **PREVENTION IS BETTER**

### Know your destination

Travelling is wonderful, but it also involves risks. Some of these risks are insured under this Tasman Travel Abroad insurance. However, it is better to prevent unpleasant situations. For instance, consider taking travel vaccinations that are recommended for your destination, more information can be found at aadreisvaccinaties.nl.

And do some research on your destination before you travel. The government provides travel advice for all countries worldwide (see nederlandwereldwijd. nl). A country that is listed as 'green' has no specific safety risks. Always read the travel advice for your destination before you leave and consider the safety risks stated for the destination. In general, avoid busy places, travel preferably during daytime and be aware of local customs and standards. Also pay attention to current health risks, such as epidemics, and be aware of the impact it may have if you need medical help.

### Take care of your belongings

If you take luggage on your trip, it is important that you take good care of it. If you do not take sufficient care to prevent loss, theft or damage to your belongings, you cannot make a claim under this insurance. You can read more in Article 10 under 'Insufficient care'. We want you to enjoy your holiday. The following (pointers and tips can help you).

- Take as few valuables and cash as possible with you on holiday.
- $Leave \, season al \, tickets, season al \, passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, such \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, other \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, and \, things \, at \, home, if you \, do \, not \, use \, them \, during \, your \, trip-passes \, at \, your \, trip-passes \, them \, things \, at \, thing$
- Always carry money, (debit cards), and travel documents with hidden from sight, in your chest or waist bag and keep cameras and bags as close as possible on your body
- Make a note of the telephone number of the emergency centre and the numbers of your passport or identity card, driving license and vehicle registration document, travel and health insurance numbers, bank card and credit card· Always keep this information separate from the original documents and also store copies online-

### Are you going on holiday by car (or another vehicle)?

- Only load your car and/or caravan on the day of departure-
- In case of rest breaks, it is preferable to park your car in a place where you can keep an eye on it-
- Do not leave valuables, money, or valuable documents in your car if you cannot keep an eye on them-
- Also make sure that your other luggage is not visible from the outside
- $Always \ lock \ your \ car \ and \ /or \ car avan \ properly, \ also \ during \ short \ rest \ breaks \ or \ when \ filling \ up \ with \ fuel-line \ properly.$
- In the event of an overnight stay en route, take your luggage with you to your overnight accommodation-
- Unload your car and/or caravan on the day of arrival-

### Are you going on holiday by plane, bus, train or boat?

Take your valuables, money, valuable documents, fragile items and medicines with you in your hand luggage.

### Arrival at your destination?

Do not leave your valuables, money, and valuable documents unattended in your hotel room, tent, caravan, car, on the beach or anywhere else. Use lockers if they are present. Alternatively, always carry these items with you.

If something happens which was not caused be the transport company, then always report the theft, loss or disappearance of luggage, travel documents and/or money to the police immediately and ask for a copy of the police report.

If your luggage has been damaged or lost during transport by a transport company, then a police report is not necessary. However, in the event of loss or damage to luggage checked in during air travel, always have a PIR (Property Irregularity Report) made by the transport company and ask for written proof. Are you travelling by another means of transport? Then have a written statement made by the transport company.

**Tasman Verzekeringen** 

Version 4.0

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### STATEMENT OF COVER

Insured parts to the extent that they are co-insured according to the policy schedule. These policy conditions state the conditions for the following coverages.

The maximum reimbursements are in euros and apply per event. There are two exceptions to this. For the telephone, a maximum of one event is assured. For dental costs, a maximum of one maximum reimbursement is assured during the entire term.

dental costs, a maximum of one maximum reimbursement is assured during the entire term.	
Luggage Deductible €50 per event per person.	2.500
Photo, film, video, image, sound equipment, (game) computers, notebooks, electronic diaries, optical instruments, medical devices, fur, suede and/or leather clothing and other valuables not further specified below, in total	1.500
Jewelry in total	350
Watches in total	350
Musical instruments in total	350
Telephone (Once during the term of the insurance including extensions)	200
(Sun)glasses, contact lenses, hearing aids, false teeth, crowns, dentures, dental braces and prostheses in total	350
Wheelchairs, bicycles, bicycle roof rack, sports equipment and foldable or inflatable boats excluding the propulsion system per object	350
Items purchased during the trip	450
Purchase of replacement clothing and toiletries in the event of a delayed arrival of at least 24 hours (no deductible)	125
Travel documents including travel tickets for which no duplicate is provided up to a maximum of the insured amount	cost price
Damage to a hotel or other location where you stay overnight (deductible € 25 per event per person)	500
Medical expenses in case of illness or accident (optional) (in case of the Extra option on top of the Dutch health insurance)	
Outside the Netherlands	cost price
Within the Netherlands, only with the All-in option for an interim visit of up to 2 months (deductible € 70 per person)	cost price
Additional accommodation costs in case of illness or accident abroad	75 per day
Aftercare costs within the Netherlands as a result of an accident sustained abroad	2.750
Deductible per event per person	No
Dental costs abroad	
Dental costs, not as a result of an accident	350
Dental costs as a result of an accident	500
Deductible per event per person	No
Extraordinary costs	
You die	
- transport of the remains	cost price
- travel expenses for the transfer of 2 people incl. 10 days accommodation costs	cost price
You become seriously ill or are involved in an accident	
- travel expenses for the transfer of 2 people incl. 10 days accommodation costs	cost price
- costs of missed flight	cost price
Medical evacuation	cost price
Cancellation costs Cancellation costs	350
Costs of search, rescue and recovery	25.000
Extra travel costs	
- to the Netherlands	cost price
– back to your country of residence after recall	cost price
back to your country of residence after recall     breakdown of the vehicle in which you started the journey	cost price 450
	•
- breakdown of the vehicle in which you started the journey	450
breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents	450 75 200
- breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents  In case of death	450 75 200 20.000
- breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents  In case of death  Motorcycle/scooter/moped risk	450 75 200 20.000 2.500
- breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents  In case of death  Motorcycle/scooter/moped risk  In case of permanent disability at most	450 75 200 20.000
- breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents  In case of death  Motorcycle/scooter/moped risk	450 75 200 20.000 2.500
- breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents  In case of death  Motorcycle/scooter/moped risk  In case of permanent disability at most	450 75 200 20,000 2,500 55,000
- breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents  In case of death  Motorcycle/scooter/moped risk  In case of permanent disability at most  Motorcycle/scooter/moped ris	450 75 200 20,000 2,500 55,000
- breakdown of the vehicle in which you started the journey  Extra accommodation costs per person per day  Communication costs  Accidents  In case of death  Motorcycle/scooter/moped risk  In case of permanent disability at most  Motorcycle/scooter/moped ris  Private legal assistance	20.000 20.000 2.500 55.000 2.500

# **Tasman Verzekeringen**

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### **GENERAL**

Dutch law applies to the Tasman Travel Abroad insurance.

### **ARTICLE 1 - YOUR AND OUR EXPECTATIONS**

### What can you expect from us?

We offer you an excellent insurance with clear conditions. We always provide you with a clear description of your rights and the rules you need to observe.

You may expect from us that we:

- are reasonable and fair;
- are respectful towards you;
- tart from mutual trust;
- put ourselves in your situation;
- take a constructive approach to your problem;
- will settle your claim as quickly as possible.

### What do we expect from you?

We expect from you that you:

- are reasonable and fair;
- are respectful towards us;
- pay your premiums on time;
- respect the terms and conditions in the event of loss or damage;
- provide us with the correct data;
- do everything possible to prevent and limit loss or damage.

# ARTICLE 2 - WHO IS THE TASMAN TRAVEL ABROAD INSURANCE INTENDED FOR?

This insurance is intended for Dutch citizens who are going abroad for a longer period of time, with a minimum of 60 days. For instance, for a trip, an internship, a work holiday, work & travel or volunteer work.

The cover under the Tasman Travel Abroad insurance does not apply to:

- $-\qquad \text{persons not living in the Netherlands on the day this insurance is taken out;}$
- persons who does not have Dutch nationality and who have been registered in the Key Register of Persons 'Basisregistratie Personen' in the Netherlands for less than 12 months on the day this insurance is taken out;
- expats and their family;
- persons with a local employment contract who receive a salary that exceeds the average income in that country;
- persons travelling abroad as an emigrants-

Do you have a local income from a (side) job that cannot be considered as holiday work? Then an exclusion may apply. Please contact Tasman Insurance. They will then consult with De Goudse.

### **ARTICLE 3 - WHO IS INSURED?**

Your policy schedule states the insured persons.

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### ARTICLE 4 - AREA OF COVER

You are insured when you are travelling abroad. Your policy schedule states whether the cover applies to:

- 1. Europe
- 2. World excluding the US1
- 3. World including the US

In the Netherlands, you are only insured during the time you travel to your destination abroad, or on your way back home from your holiday residence abroad. Are you visiting the Netherlands during a temporary visit, and have you taken out the Medical Expenses All-in insurance? Then you are insured, in Article 12 you can read what conditions apply.

If you are in a risk area for which the government has issued a red code or in an area where there is a <u>risk for acts of war</u> and this was already the case when you travelled there, or were you given the opportunity to leave the area after the red code was issued, then the following exclusions apply to the cover:

- The maximum reimbursement for medical expenses including any medical evacuation is €75.000
- The maximum reimbursement for the transport of mortal remains is €10.000
- There is no entitlement to reimbursement in the event of death as a consequence of an accident or disability resulting from an accident

### **ARTICLE 5 - VALIDITY**

The cover begins when you leave your home for a trip abroad and ends when you return home.

There may be limitations to duration of the insurance. This depends on your age, the cover for medical expenses and the insured region. The primary rule is that the Tasman Travel Abroad insurance can be taken out until the age of 65.

There are 2 exceptions:

- 1. An insurance with World cover including the US can be taken out until the age of 45.
- 2. An insurance with Europe or World cover excluding the US can be taken out with the option 'All-in' for medical expenses until the age of 55.

#### Renewa

You can take out the insurance for a maximum of one year. If you stay abroad longer, you can renew the insurance. The maximum total consecutive period of insurance is four years. You can only renew your insurance through Tasman Insurance.

### Please note!

You must renew the insurance on time, so before the end date stated on your policy schedule. If you are too late, then the application for renewal will be handled in the same way as a new application for the insurance. This also means that you will not be insured for damage or loss caused by, or resulting from, events that occurred before the renewal date.

If a new Tasman Travel abroad insurance commences within three months after the previous one ended, then any claims relating to the previous insured period for dental costs or for a telephone will continue to count towards determining the maximum payment for this cover. All insured periods together will count towards the maximum insurance period of four years.

### Returning later as a result of unforeseen circumstances

If you are unable to return to the Netherlands on the end date of the insurance as a result of a delay, an illness, or an accident, then the insurance will remain valid until the earliest possible time that you may be back in the Netherlands. However, this renewed cover will never be valid for a period longer than thirty days. No additional premium needs to be paid.

### **ARTICLE 6 - PREMIUM PAYMENT**

The premium must be received by us before the commencement date of the insurance. If at that time the premium has not been paid or has not been paid in full, there is no cover. In the event of late payment, the cover will only begin on the day after the day that we have received the full amount. If you have suffered loss or damage during the period without cover, you are not entitled to reimbursement.

during a stopover (maximum of two days);
 during tourist trips In this case you have a maximum of 14 days of cover for a stay in the US-If your full trip lasts a minimum of six months, then you have a maximum of 90 days of cover in the US during the total insured period including renewal.
 When you stay in the US for work, au pair, study, internship, you only have cover if you have taken out the World cover including the US-

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### Are you returning earlier?

If the original duration of the insurance is longer than three months and you are returning to the Netherlands at least one month before the expiration date of the insurance, you are entitled to a refund of a part of your premium less administration costs. Please inform your insurance advisor of your early return and provide proof of the earlier return and your account number as well. A refund of the premium does not apply during the first two months of your insurance.

### **ARTICLE 7 - GENERAL EXCLUSIONS**

We are not obliged to make any payment in respect of damage or loss:

- because you commit a crime;
- because you possess or use weapons;
- because of your intent or gross recklessness;
- because of your participation in fights or arguments;
- in connection with the use of alcohol or drugs;
- because of practicing dangerous sports;
- because of practicing any sport other than as an amateur;
- because of suicide and attempted suicide;
- because of performing professional activities where special occupational or business hazards are involved. This includes technical activities, offshore work, working as a journalist, construction activities, handling dangerous machines, medical activities, working with wild animals and other activities to the extent that this involves specific occupational or business hazards;
- following nuclear reactions (see explanation below).

### Explanation of nuclear reactions

#### No cover

We do not reimburse damage caused by, occurring during or resulting from nuclear reactions. Regardless of how they occurred.

#### Cover

We do reimburse damage caused by radioactive nuclides. These nuclides must then be located outside a nuclear installation<sup>2</sup> in accordance with their intended use and used or intended for industrial, commercial, agricultural, medical, scientific or educational purposes, or for (non-military) security purposes. However, in that case there must be a licence issue by a government body (if required) for the manufacture, use, storage and disposal of radioactive substances. This cover does not apply if a third party is liable for the damage suffered under a law or treaty.

### ARTICLE 8 - HOW ARE YOU INSURED AGAINST TERRORISM?

It has become clear in the New York attack on 11 September 2001 that terrorism may have more wide-ranging and intrusive effects than was previously thought. For that reason, Dutch insurance companies have set up the Netherlands Reinsurance Company for Losses from Terrorism (NHT). In this umbrella organisation, they provide cover the consequences of terrorism.

### NHT decision is binding

Should you have any loss or damage related to terrorism, please inform us as soon as possible. We will submit a claim for reimbursement of your damage or loss to the NHT. The NHT will decide whether an event in which loss or damage occurred falls within the scope of terrorism risk. The decision of the NHT is binding for you and for us.

### Limited cover

If the event in which your loss occurred falls within the scope of terrorism risk, the cover is limited. This limitation applies to any insurance stated on your policy schedule. The cover is limited to the amount paid to us by the NHT. The 'Clauses sheet Terrorism cover at the NHT' and the 'Claims Settlement Protocol' define the amount paid to us for reimbursement by the NHT. If the NHT fully compensates our claim, we are able to reimburse your loss in full.

### Extent of cover

You can report your loss up to two years after the decision of the NHT. Then the entitlement to cover will expire.

A nuclear plant is a nuclear installation within the meaning of the Dutch Nuclear Accident Liability Act (Bulletin of Acts and Decrees 1970-2250), as well as a nuclear installation on board a ship.

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### Wish to know more?

A detailed description of the term terrorism risk can be found in the Clauses Sheet Terrorism cover at the NHT. In this Clauses Sheet you can also find out exactly how the limitation of cover works. The full text of the Clauses Sheet and the Claims Settlement Protocol can be found at: terrorismeverzekerd.nl.

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### THE SECTIONS - LUGGAGE

### **ARTICLE 9 - YOUR LUGGAGE COVER**

We will reimburse all damage to your luggage and personal belongings if the damage is caused by external calamities. This includes loss, theft, damage and missing luggage.

### Telephone

A limitation applies to telephones. The maximum reimbursement for telephones is €200. This applies for the total duration of the insurance including any renewal and does not refer to a cover per event.

#### Luggage sent in advance or afterwards

Is luggage being sent by plane, boat, bus or train in advance or after your trip? And has the luggage been sent during the insured period? Then there is cover for damage to the luggage that occurred during this transport, except for valuable items. There is only cover if you can show proof of dispatch.

### Replacing clothing and toiletries

If you do not have access to your luggage for 24 hours after arrival at your holiday destination, then we will reimburse the necessary purchase of clothing and toiletries up to a maximum of  $\in$  125. No excess applies.

### Police report

In the event of theft or loss of luggage, always immediately report this to the local police at the place where the event took place and ask for a police report to be made. If the police charges a fee, we will pay a reimbursement up to a maximum of €50 per event.

If the theft or loss occurred as the item was left in a luggage compartment or, for instance, a train, bus, plane, or boat, then do not report it to the police but to the transport company and have them make up a report. Always ask for a copy of the report.

Damage to hotel or other location where you are staying

Damage to the hotel or other location where you are staying, and for which you are liable, will be reimbursed up to a maximum of the amount stated in the statement of cover. There is an excess of €25 per event.

### **ARTICLE 10 – LUGGAGE EXCLUSIONS**

The Luggage section has extensive cover. However, we do not reimburse everything. In addition to the exclusions in Article 7, there are the following exclusions for this section.

#### Excess

We do not reimburse the first €50 in damage per event.

#### Insufficient care

You will not receive reimbursement if you do not take good care of your possessions, or are careless with them.

You should do everything you can to prevent and reduce loss or damage. You store your possessions and especially your valuable documents and valuables in the safest place available at that time, for example in a safe. By safest place we mean, for instance, that you:

- only leave valuables and valuable documents under supervision;
- take your valuables, valuable documents and medicine with you in your hand luggage during the journey by plane, boat, train or bus;
- do not leave valuables and valuable documents in a vehicle, this means that you also do not leave your items out of sight nor in a locked trunk;
- store your other luggage (with the exception of valuables and valuable documents) out of sight in a locked trunk in a vehicle. A roof box must also be properly locked.

### Money

There is no entitlement to reimbursement for loss or the ft of money.

### Abuse of bank card or credit card

There is no entitlement to reimbursement for damage caused by abuse of a bank card or a credit card.

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### Subscriptions and credits

There is no entitlement to reimbursement for subscriptions, seasonal tickets, passes, entrance tickets and such things that you have brought on the trip, but that are not needed during the trip. Nor do we reimburse the value of credit notes, (call) subscriptions and call credits.

### Specific objects and items

Nor do we reimburse the following objects and items:

- telephones and accessories, if you have Standard cover (see your policy schedule);
- collections, antiques and art;
- medical instruments:
- tools, car and camper accessories;
- built-in navigation systems;
- folding trailers, caravans, boats, vehicles, carriages or aircraft and associated accessories

We also do not reimburse damage to luggage that has occurred:

- due to wear and tear, age or by gradual weather influences;
- by normal use, such as stains, scratches, scrapes, or dents on suitcases and (travel) bags if they can still be used; But also, for example, damage to a
  drone during its use-
- by predators or rodents, insects, and vermin;
- by an inherent defect of the item. This is a characteristic of the item itself, which is not caused by an external event;
- by theft from a space that is properly locked and no traces of forced entry have been detected;
- as an indirect result of an insured event (consequential damage)- For example, if your key is stolen, you will receive reimbursement for that key (direct consequence) but not for new locks (consequential damage).

### **ARTICLE 11 – DAMAGE, NOW WHAT?**

We reimburse

- under no circumstances more than the purchase value;
- the purchase price of items that are no older than one year and for which you can show proof of purchase;
- the current market value of items that are older than one year and for which you can show proof of purchase;
- the costs of repair up to no more than the current market value of damaged items that can be repaired

### What if your items are found?

Are your items found within three months and did you not yet use the reimbursement to replace the items, then you are under the obligation to buy them back for an amount equal to the amount of the claim paid out.

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# **MEDICAL EXPENSES (OPTIONAL)**

#### **MEDICAL EXPENSES**

If you include medical expenses in your insurance, you can opt for All-in and Extra. You can read more about both options below. It is your responsibility to choose the option that suits you and your situation.

#### ΔΗ-ΙΝ

This option is only available if you are younger than 55 years old. Cover stops when you reach the age of 55.

If you have taken out World cover including the US, a maximum age of 44 years applies. Cover stops when you reach the age of 45.

This option is intended for people who no longer have the Dutch basic health insurance. You can claim medical costs directly from us. Important! All-in cover does not have the same cover as a Dutch basic health insurance. The Medical Costs section only provides reimbursement of costs for unexpected, medically necessary treatments. Also keep in mind that if the cancelation of your health insurance in the Netherlands means that you will no longer be entitled to any healthcare allowance.

#### **EXTRA**

If you have taken out World cover including the US, a maximum age of 44 years applies. Cover stops when you reach the age of 45.

With this option, you must first claim medical expenses with your Dutch health insurance. You are also required to have a Dutch health insurance, following the Health Insurance Act. We only reimburse the costs for directly necessary treatments that your 'regular' health insurance does not reimburse. Article 12 states what costs are reimbursed.

If your health insurance does not reimburse (part of) the costs because you have chosen a higher deductible than the mandatory deductible, then we will not reimburse (this part of) these costs either.

Please note: sometimes you are not able to continue your 'regular' health insurance. This may be the case if:

- you receive income abroad from a (part-time) job or an internship allowance;
- you are no longer registered in the Netherlands.

This means that you are no longer insured with us for medical expenses. Please contact Tasman Verzekeringen as soon as possible. They can change your insurance to the All-in option (see above). If you are already receiving treatment at the time of converting to All-in, Article 13 applies.

### **ARTICLE 12 - YOUR COVER FOR MEDICAL EXPENSES**

### Medical expenses abroad

If you unexpectedly fall ill during your trip abroad or have an accident and are treated in a hospital, we will reimburse the costs for immediate necessary medical treatment. We will only reimburse the costs if the treatment, purchase of medicines, and so on, cannot be postponed until you return to the Netherlands.

#### This involves the costs of:

- visit to a doctor or specialist;
- treatments and examinations prescribed by the doctor;
- medicines and dressings prescribed by the doctor;
- admission, treatment, and nursing in a hospital based on the lowest class (the equivalent of a shared room in a state hospital). We will reimburse up to
  a maximum of twelve months of admission, nursing and treatment;
- transport to the nearest hospital or the nearest physician, if you cannot travel independently for medical reasons;
- first prosthetic devices that you need after an accident and that have been prescribed by a doctor;
- complications in the first twelve weeks of a pregnancy.

After your return to the Netherlands, our reimbursement stops, with the exception of the aftercare costs as mentioned below.)

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#### Maximum reimbursement

The maximum reimbursement per event is €2,000,000. However, a lower maximum reimbursement applies to the following:

- sexually transmitted diseases · We reimburse a maximum of €750 · The reimbursement applies only once during the total duration of the insurance, including any renewals · This limitation does not apply to any life · threatening complications ·
- the rent of medical devices abroad, such as crutches or a walking frame, needed after an accident that have been prescribed by a doctor, up to a maximum of €750.

### Obligation to cooperate with returning to the Netherlands

We may determine that further treatment must take place in the Netherlands.

#### What are the conditions?

- The price for the treatment at your destination abroad is more than €5,000 higher than in the Netherlands Or the expected duration of the treatment and nursing is longer than 60 days.
- There is no increased medical risk as a consequence of the medical evacuation-

### Additional accommodation expenses

#### What do we reimburse?

- We reimburse the necessary accommodation expenses for a stay in a hotel, guesthouse or elsewhere for you and possibly your partner-
- The reimbursement for additional accommodation expenses is a maximum of €75 per day-

#### What are the conditions?

- You incur additional accommodation expenses because you must undergo medical treatment.
- We reimburse accommodation expenses until the first opportunity you have to leave-

### Follow-up treatment expenses in the Netherlands

If you have an accident during your trip abroad for which you receive treatment abroad, and you have to undergo follow-up treatment in the Netherlands, then we will reimburse the necessary follow-up treatment expenses in the Netherlands up to a maximum of the amount stated in the statement of cover. The expenses must then have been incurred within twelve months after the date of the accident. We do not reimburse transport costs in the Netherlands, prosthetic devices and medical devices.

#### **Dental expenses**

- We reimburse the costs of dental care in the event of damage to the natural teeth as a consequence of an accident: We only reimburse the costs if they
  were incurred within twelve months after the date of the accident: The maximum reimbursement is stated in the statement of cover included in these
  conditions: We only reimburse the maximum insured amount once during the term of the insurance.
- We reimburse emergency dental care for natural teeth if this care is needed to relieve acute pain. The maximum reimbursement is stated in statement
  of cover included in these conditions.
- Damaged dentures, including crowns and pivot teeth, are covered under the Luggage section-

### Interim visit to the Netherlands

You are also insured during a visit to the Netherlands. The conditions are:

- a visit lasts a maximum of two consecutive months:
- the insurance has been taken out for a minimum of three months;
- the cover applies to a maximum of three temporary visits per twelve months;
- you must be able to provide proof of the date of arrival in the Netherlands and your planned departure date from the Netherlands in the form of your booking and flight details
- there is no cover for psychiatric or similar care or admission to a psychiatric or similar institution.
- the excess is €70 during the temporary stay for the costs of treatment by a general practitioner and the medicine prescribed by him, and for dental costs.

If your stay Netherlands exceeds two months, then the insurance is seen as having ended on the day you arrived in the Netherlands. This does not apply if you can provide proof that you were unable to leave the Netherlands at an earlier time while you were planning to do so.

### **ARTICLE 13 - EXCLUSIONS FOR MEDICAL EXPENSES**

The Medical Expenses section of the insurance has extensive cover. However, we do not reimburse everything. In addition to the exclusions in Article 7, the following exclusions are applicable for this section.

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#### Excess

There is no excess for medical costs outside the Netherlands. In the event of a temporary visit to the Netherlands, an excess of €70 applies.

### Medical treatment as the purpose of the trip

If you are (also) travelling to undergo medical or cosmetic treatment, then we will not reimburse the costs of that treatment. We will also not reimburse any additional costs that may arise. For example, if you have to stay in a hospital longer than planned, you will not receive any reimbursement for this either.

### Ongoing medical treatment

If you receive medical treatment at the time you travel and the treatment has to be continued during the trip, then we will not reimburse these costs, unless you can provide proof that the costs were unforeseen and there were life-threatening complaints.

### Postponed treatment

If the treatment can be postponed until you have returned to the Netherlands, then we will not reimburse the costs.

### Physician or hospital not recognised

We do not reimburse the costs of treatment by a physician or dentist, or the costs of hospitalisation if the (dentist) or the hospital is not recognised by the competent authorities of that country at the time of the treatment.

### Other exclusions for medical expenses

We do not reimburse medical expenses for or in connection with:

- an illness contracted while performing medical work such as vaccinating people;
- $\quad abortion \cdot However \cdot if there is a medical necessity or if the pregnancy is the result of a crime \cdot then there will be cover;$
- eye tests for the purchase of glasses and contact lenses;
- an alternative health care practitioner;
- vaccinations and malaria pills;
- routine medical treatments;
- pregnancy: Serious complications in the first twelve weeks of pregnancy that make medical treatment immediately necessary are covered;
- physiotherapy, unless necessary as the result of an accident or a surgery;
- medical examinations.

### **ARTICLE 14 - HOW TO CLAIM MEDICAL EXPENSES**

If you have an insurance policy with a health insurer, always send the invoices to your health insurer first. If they do not (fully) reimburse the expenses, we would like to receive their statement of denial of the costs. Send your invoices and the statement of denial of the health insurer to us. If you have not taken out an insurance policy with a health insurer, then send a copy of your invoice directly to us (claims@goudse.com) and keep the original invoice in a safe place.

In the U.S., contact GMMI before visiting a physician or a healthcare provider. You can then email your invoice to GMMI and state your policy number, including any attachments, as well. The email address is contact@gmmi.com. If GMMI did not mediate in the care provision, then you can submit your claim to De Goudse (claims@goudse.com).

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### **SPECIAL EXPENSES**

### **ARTICLE 15 - YOUR COVER FOR SPECIAL EXPENSES**

In the statement of cover at the beginning of these conditions you can read what we reimburse per category of <u>special expenses</u>. You can also read when you are entitled to reimbursement. Please note: you are only entitled to reimbursement if you have first contacted the Alarmcentrale and have received permission to incur these costs.

You are also entitled to reimbursement for special expenses if you have to make costs because something happens to your travel companion, but only if:

- this travel companion has his own valid travel insurance. This does not have to be with us. And
- the event is covered by his travel insurance but this travel insurance does not provide cover for your extra costs.

### 15.1 In the event of your death

#### What do we reimburse?

- We reimburse the transportation costs of your mortal remains to the Netherlands or the costs of the funeral or cremation in the country of temporary residence.
- We reimburse all costs for the transport of your mortal remains to the preferred location in the Netherlands and arrange all formalities required for the transport. If your mortal remains have to be taken to a location outside the Netherlands, then we reimburse a maximum of the costs for transport to the Netherlands. For the funeral or cremation in the country of temporary residence, we reimburse a maximum of the amount that we would have paid for the transport of your mortal remains to the Netherlands.
- We reimburse travel costs 'for a return trip' and a maximum of ten days' accommodation costs for a maximum of two people-
- They must be first or second degree relatives or they live together with the insured person-

#### What is the condition?

We only reimburse if you die outside the Netherlands as a consequence of an accident or illness.

#### What do we not reimburse?

We do not reimburse any costs of a funeral or a cremation in the Netherlands.

### 15.2 You become seriously ill or are involved in an accident

### What do we reimburse?

- We reimburse travel expenses 'for a return trip' and a maximum of ten days' accommodation costs for a maximum of two people.
- They must be first or second degree relatives or they live together with the insured. We reimburse these travel expenses for public transport based on the lowest class
- If you miss your flight as a consequence of a serious illness or accident then we reimburse the extra costs that you reasonably have to incur as a result
- If you are unable to function or you are rather limited in your functioning as a consequence of the illness or injury and are you therefore unable to continue your trip within a reasonable period, then we reimburse the extra costs for the return trip to the Netherlands.

#### What do we not reimburse?

If you have recovered after returning to the Netherlands and you would like to continue your trip, we do not reimburse the costs for this return trip.

#### What are the conditions?

- We only reimburse additional travel expenses if you have prior permission from the Alarmcentrale-
- We reimburse additional travel expenses for public transport based on the lowest class unless transport in a different class is medically necessary.
- We reimburse the costs of a (medical) escort if the physician at the Alarmcentrale determines that this is necessary

### 15.3 Medical evacuation

Sometimes you have to be transported to another location because it is not possible to provide the medically necessary treatment at the place where you are staying. The Goudse Alarmcentrale then determines in which hospital this medically necessary assistance can be provided. You will then be transported to this hospital. Even if this is a hospital in another country or in the Netherlands. We call this 'medical evacuation'.

#### What do we reimburse?

We reimburse the necessary costs for medical evacuation, including the costs for a medical escort and for transport to the airport. We reimburse the cost price. But if you do not yet have a valid ticket for the return trip and you have been transported to the Netherlands, then the price of a ticket for the return

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trip will be deducted from the reimbursement. We use the price of the cheapest ticket available. If you are able to travel back to your foreign destination within two months, we will also reimburse the return travel expenses.

#### What are the conditions?

The Goudse Alarmcentrale assesses whether the treatment and evacuation are medically necessary and must give prior permission.

#### Other reimbursements in the event of medical evacuation?

We reimburse the travel expenses required for another insured person to accompany you. If you are travelling alone, then we reimburse the travel expenses of one person and a maximum of three days' accommodation expenses, so that this person can accompany you on your return journey.

#### What is the condition?

You need assistance for medical reasons on your return journey.

#### 15.4 Cancellation costs

#### What do we reimburse?

- We reimburse the cancellation costs for parts of the trip (such as flights and tours) that you have booked. The booking may also have been made during your trip.
- We reimburse a maximum of €350 per event-

#### Which events are insured?

You are insured if you are admitted to a hospital during your trip - for at least one overnight stay.

#### What are the conditions?

- You miss one or more booked parts of your trip due to the event-
- You can provide proof that you will not receive a 'full' refund for the cancelled part of the trip from the travel organisation or provider-

#### 15.5 Costs for search and rescue services

#### What do we reimburse?

We reimburse the costs for your search, rescue or recovery if you are missing, or you have an accident.

#### What is the condition?

We require an original statement from the official institution that gave the order for the search, rescue, or recovery.

### 15.6 Additional travel expenses

### What do we reimburse?

We reimburse the additional travel expenses that you have to make.

- $-\qquad \text{We reimburse additional travel expenses for public transport based on the lowest class}\cdot$
- We reimburse travel expenses that you have to make for the return trip compared to the original travel expenses for the return journey. If you do not yet have a valid ticket for the return trip, then the price of a ticket for the return trip will be deducted from the reimbursement. We use the price of the cheapest ticket available.
- We reimburse €0,20 per kilometer if you have to travel extra kilometers with your car-
- We reimburse the rental of a similar car within the same price category until your car can be used again. The reimbursement for the rental of a similar car or a camper is a maximum of €70 per day. The total maximum reimbursement is stated in the statement of cover at the beginning of these conditions.

What are the conditions for reimbursement of additional travel expenses?

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We will reimburse your costs if one of the following unexpected events occurs.

- A first or second degree family member living in the Netherlands has died or is in mortal danger and has been admitted to a hospital. If you are travelling back to your destination abroad within two months, then we will also reimburse the costs for this return trip.
- Material damage has been caused to your property: home or business in the Netherlands as a consequence of fire- explosion- vandalism- burglaryaircraft damage or
- natural disasters: The damage is so severe that your presence is necessary.
- A breakdown of your motor vehicle, caravan, trailer, camper, motor vehicle or bicycle with which you are travelling from the Netherlands. The vehicle involved cannot be repaired within <sup>24</sup> hours and the breakdown must be the consequence of one of the following causes:
  - a theft, a fire or an explosion;
  - a seizure after a traffic accident;
  - a mechanical or an electrical fault

The vehicle must meet the following requirements.

- The motor vehicle has a valid APK (Periodic Technical Inspection or MOT) if this is required.
- The camper or 'folding' caravan breaks down within seven days before the planned departure from the Netherlands and cannot be repaired before the third day after the planned departure date of the trip. In that case: we will reimburse the costs for an equivalent camper or 'folding' caravan. Your camper must have a valid APK 'Periodic Technical Inspection or MOT' if this is required. Your 'folding' caravan must be well maintained.
- The driver of the motor vehicle is unable to drive as the consequence of an illness or an accident and your travel companions are unable to drive the
  motor vehicle.

### 15.7 Additional accommodation expenses

#### What do we reimburse?

- We reimburse additional accommodation expenses until the first opportunity you have to leave
- The reimbursement for additional accommodation expenses is a maximum of €75 per day

### What are the conditions?

- The expenses have been incurred after the expiry date of the insurance period (including renewals).
- You cannot travel home as a consequence of:
- an illness or an accident:
- public transport companies that are on strike;
- natural disasters;
- fog or snow·

### 15.8 Communication expenses

If you incur communication expenses because an event mentioned in Article 15 happens to you, then we reimburse these costs up to the maximum per trip that is stated in the statement of cover at the beginning of these conditions. Communication expenses for contacting De Goudse Alarmcentrale for an event mentioned in Article 15 are fully reimbursed.

### 15.9 Costs not mentioned above

If you incur costs abroad that have not been mentioned above, which are related to the events mentioned in Article 15, then we will reimburse these costs up to a maximum of €100 per trip for all insured persons together.

### **ARTICLE 16 - EXCLUSIONS FOR SPECIAL EXPENSES**

The Special expenses section has extensive cover. However, we do not reimburse everything. In addition to the exclusions in Article 7, there are the following exclusions for this section.

### Unexpected costs

If it were to be foreseen at the commencement of the insurance period that the costs would have to be incurred during the insurance period, then these costs will not be reimbursed. For example, we do not reimburse costs if:

- you were already aware of an illness or complaints at the time the trip was booked, or the insurance was taken out;
- the medical treatment had already started at the time of departure and must be continued during the trip;
- you were already aware of an illness of a family member at the time the trip was booked, or the insurance was taken out

### You are travelling against the advice of a physician

Are you travelling outside the Netherlands? And has the general practitioner or a medical specialist advised against making the trip? Then we will not reimburse the special expenses.

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### You are travelling to another country for medical treatment

If you are (also) travelling to undergo a specific medical or cosmetic treatment, then we will not reimburse any special expenses.

### You are travelling in the Netherlands or on (recreational) vessels outside territorial waters

You will not be reimbursed for special expenses if an event occurs:

- during your trip in the Netherlands; or
- at sea outside territorial waters. If you returned from the territorial waters or you are on the mainland: then you are insured again for special expenses

### You incur costs of repair

If the motor vehicle or trailer breaks down, we will not reimburse any costs for transport to a garage or any repair costs.

### The search and rescue takes place in your own country

If you need to be searched or rescued or your mortal remains need to be recovered, and this happens in the country of which you are a national, then you are not insured.

### ARTICLE 17 - WHAT APPLIES IF YOU HAVE SPECIAL EXPENSES?

Provide a statement from the treating physician stating that it was medically necessary to undergo treatment, to be admitted to hospital and so on. If you are going to incur special expenses, always contact De Goudse Alarmcentrale: +31 182 544 555. You will then hear whether you will be reimbursed for these expenses.

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### **ACCIDENTS**

### **ARTICLE 18 - YOUR ACCIDENT COVER**

You are insured in the event of permanent disability or death if this is the direct and sole consequence of an accident that happens to you during a trip. We will then pay out a reimbursement.

### Death as a consequence of an accident

If you die as a consequence of an accident, we will pay out to your partner with whom you live together permanently or (if you do not have one) to your heirs. If you already received a payment from us because you had become permanently disabled as a consequence of that same accident, then we set this off against the payment in the event of death.

#### The insured amount is:

- €20,000.

If you were riding a motorcycle or a scooter at the time of the accident, then the insured amount is  $\leq 2,500$  in all cases.

### Permanent disability as a consequence of an accident

If you are permanently disabled as a consequence of an accident, we will pay out a percentage of the insured amount. We assess the amount of your payment based on the degree of permanent disability. See Article 20. If we have not yet assessed the amount of your payment and you die by any other cause than the accident itself, then the entitlement to a payment for permanent disability still remains. In that event we assess the level of the payment based on the degree of disability that would have applied if you had not died.

#### The insured amount is:

- a maximum of €55.000.

If you were riding a motorcycle or a scooter at the time of the accident, then the insured amount is a maximum of €2,500.

We will pay out invalidity benefits to you. If you die before we have made a payment, then there are two possibilities.

- If your death is the consequence of the accident-we will not pay out invalidity benefits but a death benefit (see above). We will then pay this to your partner or (if you do not have one) to your heirs
- If your death is not the consequence of the accident: then your partner or (if you do not have one) your heirs: will receive the permanent invalidity
  payment instead of the death benefit

### **ARTICLE 19 - EXCLUSIONS OF ACCIDENTS**

The Accidents section provides extensive cover. However, we do not always provide for everything. In addition to the exclusions in Article 7, there are the following exclusions for this section.

You cannot rely on the Accidents section if:

- 1. the accident is caused intentionally or with your consent or that of another insured person or any person who has an interest in the payment;
- 2. the accident is caused because you commit a crime, participate in a crime or attempt to do so;
- 3. you caused the accident by being reckless. We will make a payment if you put your life at risk in so far as this was reasonably required to rightfully defend yourself; or because you tried to save other people, animals or objects;
- 4. you suffer from some kind of mental ailment. If it has been medically ascertained that the psychological condition is a direct effect of brain damage that is a consequence of the accident, then we do make a payment;
- 5. the accident occurs due to the driver of the motor vehicle or vessel in which you were transported as a passenger, being affected by alcohol, stimulants or medicine at the time of the accident;
- 6. you are infected by pathogens from insects that bite or sting. Malaria is an example of this;
- 7. it involves the consequences of medical treatment unrelated to an accident for which you have cover;
- 8. the accident occurs while you:
  - are a passenger on board of an airplane that is not used for public transport;
  - fly a motorised airplane. This included sports aircrafts-gliders-delta gliders or hang gliders;

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- 9. the accident occurred because you:
  - were suffering from an illness;
  - were in an abnormal physical condition;
  - were in an abnormal mental condition;
- 10. the following injury is involved:
  - hernia:
  - lumbago;
  - discal hernia (hernia nuclei pulposi);
  - an inflammation of the tendon sheath accompanied by cracking sounds (tendovaginitis crepitans);
  - sprain:
  - whiplash;
  - inflammation of the soft tissues around the shoulder joint (periarthritis humeroscapularis);
  - tennis elbow (epicondylitis lateralis);
  - golfer's arm (epicondylitis medialis);
- 11. the accident occurred because you were working with a woodworking machine.

### **ARTICLE 20 - WHAT APPLIES IF YOU HAVE AN ACCIDENT?**

#### Death

In the event of death, we presume the following two situations.

- 1. If you die as a consequence of an accident or if you die at a later time as a consequence of an accident, but before the percentage of permanent invalidity has been assessed, then the insured amount in the event of death applies.
- 2. If you die as a consequence of an accident after the percentage of permanent invalidity has been assessed, from that time onwards the insured amount in the event of death applies. If any payments have already been made in connection with permanent invalidity, and the total sum of the payments made at the time of death is higher than the payment in the event of death, we will not reclaim this difference.

### Permanent invalidity

The percentage of permanent invalidity determines the level of the payment. Your payment is a percentage of the insured amount. The payment percentage is equal to the percentage of invalidity, unless expressly provided otherwise. The level of the percentage of invalidity depends on:

- the body part or organ that is damaged in the accident;
- the condition of that body part or organ: whether it is lost or no longer functional;
- the degree to which a body part or organ is lost or is no longer functional-

### How do we determine the percentage of permanent invalidity?

#### Fixed percentages

Below you will find the fixed percentages for permanent invalidity in the event of complete loss or loss of function of specific organs or body parts.

the loss of sight of both eyes:	100%
the loss of sight of one eye:	30%
the loss of sight of one eye if we have already made a payment for	
the loss of sight in the other eye	70%
the loss of hearing in both ears:	60%
the loss of hearing in one ear:	25%
the loss of hearing of one ear if we have already made a payment for the loss of hearing in the other ear:	35%
the loss of one forearm (including hand and fingers):	75%
the loss of one hand (including fingers):	60%
the loss of one thumb <sup>3</sup> :	25%
the loss of one index finger <sup>3</sup> :	15%
the loss of one middle finger <sup>3</sup> :	12%
the loss of one ring finger <sup>3</sup> :	10%

In the event of complete loss or loss of function of more than one finger the payment to you will under no circumstances exceed the payment for the loss or loss of function of the complete hand.

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the loss of one little finger <sup>3</sup> :	10%
the loss of one leg (including lower leg, foot and toes):	70%
the loss of one foot (including toes):	50%
the loss of one big toe:	5%
the loss of one any other toe:	3%
taste and/or smell:	10%
loss of function of a kidney:	10%

### In the event of partial loss or loss of function

If partial loss or loss of function of organs or body parts as mentioned above under the heading 'Fixed percentages' is involved, the fixed percentages mentioned there in will be decreased in proportion to the degree of loss of loss of function.

### What is the payment percentage for other cases?

If other cases of permanent invalidity that are not mentioned under the heading 'Fixed percentages' occur, then the percentage is equal to the degree of loss or loss of function for the entire body.

### Dental damage

If a child under the age of 21 loses four or more teeth of the permanent teeth as a consequence of an accident, then we reimburse 1% of the insured amount for permanent invalidity per tooth and molar that is lost. If the child only loses molars, then we do not reimburse anything.

### How do we determine the degree of loss or loss of function?

We determine the degree of loss (of function) using medical data. If this requires medical examination, this examination must take place in the Netherlands.

The determination of the degree of loss or loss of function will take place:

- in accordance with objective criteria:
- without taking into account any professional activities;
- in compliance with the latest edition of the 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association 'AMA' at the
  time of determination and in accordance with the Dutch directives drawn up in addition to the above mentioned edition by a scientific association of
  medical specialists.

#### Are medical devices included?

In determining the degree of the loss, we take as a starting point that external medical devices are excluded, but any internal medical (artificial) devices are included.

### What is the time period within which the payment percentage will be determined?

We determine the payment percentage after the condition has stabilised. In any case, it must be determined within two years from the date of the accident. This does not apply if we make an arrangement to the contrary with you.

#### Do we reimburse interest?

If we are unable to make the payment within one year from the date of the accident, we will compensate the legal interest on the payable amount. We will start the 366th day after the date of the accident. The interest will be paid out together with the payment.

If you failed to notify the accident within three months from the date of the accident, and as a result, the payment is paid out at a later date than it would have been paid if you had notified us in time, then we do not compensate any interest on the amount during the period of delay.

### Were you already ill or disabled before the accident occurred?

Were the effects of the accident exacerbated by:

- an existing ailing illness or degenerative condition; or
- an abnormal physical or mental condition?

The effects that the accident would have had if you had been healthy, will in that case be used in determining the payment.

#### Has the existing illness worsened?

Did an existing ailing condition worsen as a consequence of the accident and the accident would not have happened without the existing ailing illness or condition, then you will not receive any payment for this.

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### Has the invalidity worsened?

If you were already an invalid before the accident occurred, then we will pay out the difference between the degree of permanent loss or loss of function before and after the accident. We will determine the degree of permanent loss or loss of function as indicated in this article.

### Maximum payment

If you suffered a loss or a functional loss of more than one organ or body part as a consequence of the same accident, then the sum of the percentages of permanent invalidity can never exceed 100%.

### Maximum reimbursement for travel companions

If more insured persons are involved in the same accident, we will reimburse a maximum of  $\in$ 500,000 per accident.

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## PRIVATE LEGAL ASSISTANCE

### **ARTICLE 21 - WHO PROVIDES LEGAL ASSISTANCE?**

We have transferred the provision of legal assistance to Brandmeester Advocaten en Juristen B.V. We guarantee that BrandMR:

- complies with the obligations set out under the conditions;
- provides fully independent legal assistance-

### Why does BrandMR provide legal assistance?

We have transferred the provision of legal assistance to BrandMR to quarantee fully independent, specialised legal assistance.

We are not allowed to provide legal assistance based on our own legal assistance insurance, if we also sell other types of insurance. This is provided in European legislation. An insurer must focus exclusively on legal assistance or leave the legal assistance to an independent organisation. In this way, we prevent conflicts of interest between you and us.

### What happens in the event of a conflict of interest if the other party is also insured with BrandMR?

If your other party also applies to BrandMR, BrandMR will inform you of this. You and your other party can then engage a lawyer. You may choose this lawyer yourself. This is stated in Article 25 under the heading 'What applies if you need legal assistance?'.

### **ARTICLE 22 - YOUR LEGAL ASSISTANCE COVER**

You can only rely on this section if an event leads to a legal dispute that falls under one of the following forms of legal assistance:

#### Recovery assistance

Has damage been caused to your property abroad during your trip or have you suffered an injury yourself and was the damage or injury caused by a third party who is legally liable? Then you can rely on legal assistance.

#### Legal assistance for criminal cases

Is a criminal case being brought against you? Then you are entitled to legal assistance.

### Legal assistance for consumer contract disputes

Do you have a legal dispute about a written agreement that you have concluded in direct connection with your trip? Then you can rely on legal assistance

### Security deposit/provision of security

Does a foreign government require a security deposit from you in connection with an event, for example a traffic accident, that is covered by this insurance? Then BrandMR will advance this security deposit. They do this up to a maximum of €25,000 per event. Does the (foreign) government reimburse the money? In that case, you transfer the payment to BrandMR within ten days of receipt. You must always repay the advanced amount to BrandMR within one year.

A legal dispute exists when there is a conflict of interest with the third party for the first time. The legally specialised employees of BrandMR will then handle your case. BrandMR also employs lawyers. You can also appoint a lawyer yourself to represent your interests.

### What amount are you insured for?

### Within Europe

You are entitled to legal assistance within Europe up to an unlimited amount if the following conditions have been met:

- the law of a European country applies; and
- the court of a country located within Europe has jurisdiction-

Please note! Non-European countries on the Mediterranean that are considered part of Europe for the purposes of other cover are not included in Europe for your legal assistance cover.

We will reimburse the cost price up to an unlimited amount if the legal assistance is provided in the Netherlands by experts and lawyers employed by Brandmeester Advocaten en Juristen B.V.

If you use experts and lawyers who are not employed by Brandmeester Advocaten en Juristen B.V., the maximum reimbursement is €5,000. You first pay the invoices yourself and then send them to BrandMR. You will then receive the reimbursement of the costs for legal assistance.

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### **Outside Europe**

If you use a legal assistance providers such as lawyers and experts outside <u>Europe</u>, the maximum reimbursement is €5,000. You first pay the invoices yourself and then send them to BrandMR. You will then receive the reimbursement of the costs for legal assistance.

#### Which costs does BrandMR reimburse?

#### BrandMR reimburses the costs of:

- legal assistance, as included in these conditions;
- advice from BrandMR;
- handling by BrandMR-

#### BrandMR reimburses:

- the fees of the lawyer local counsel-bailiff or other legally qualified expert engaged in accordance with these conditions;
- the costs of the proceedings and court costs;
- the costs of arbitration:
- the costs of a binding opinion;
- the costs of witnesses in legal and administrative proceedings insofar as awarded by a court;
- the costs of the third party, insofar as these costs are set as a result of a court ruling;
- the extrajudicial costs to which you have been sentenced in a final and conclusive court ruling;
- your necessary travel and accommodation costs, if a foreign court orders your personal appearance.
- Or if a lawyer urgently requests that you appear in person. The travel and accommodation expenses are to be incurred in consultation with and after approval of BrandMR;
- reasonable costs that you must incur to enforce a judgment- BrandMR will reimburse these costs for a maximum of five years after the date on which the judgment was rendered.

#### What are the conditions?

- The event took place during the term of this insurance.
- It concerns an insured event-Is an event not insured? Then the legal disputes arising from or related to that event are not covered either
- You can only use this legal expenses insurance for disputes where your financial interest is at least €250-
- You can only use this insurance as a private individual. This means that the cover only applies:
  - outside the practice of a profession;
  - outside the practice of an independent profession;
  - outside the practice of your profession as a self-employed person;
  - if you do not fulfil the role of (former) owner or (former) operator of a business.
- There is an exception where we do provide legal assistance: when we recover loss incurred by your resulting in death or injury as a consequence of a
  traffic accident. In that case, it is not relevant whether you participated in traffic as a private individual.
- You can only claim under this insurance if the requirement of uncertainty- as referred to in Article 7:925 of the Civil Code- has been met. This is the case if
  it concerns an event of which it was uncertain when this insurance was taken out:
- whether that event would give rise to a need for legal assistance for you;
- or that event would give rise to a need for legal assistance in the normal course of events-
- If there is any doubt- BrandMR must be able to demonstrate that you knew or could have foreseen that the event was to be expected- Is an event not covered? Then the legal disputes that arise from that event or are related to it are not covered either.
- BrandMR assesses whether there is a reasonable chance of success to achieve the result you want. If there is no reasonable chance of success (anymore).
   BrandMR will inform you of this with reasons and the legal assistance will not be covered.
- BrandMR can choose to buy out your case. They will then no longer provide you with cover but will pay you a certain amount. The amount will then be equal to the financial interest in your case. You can then no longer derive any rights from this insurance for that case.
- No fact that indicates intent or criminal intent may be involved;
- No violation of tax legislation and regulations including customs regulations may be involved;
- If you are acquitted or discharged from prosecution in a criminal case in which you were a suspect but BrandMR has indicated that this is not covered.
   You can then subsequently recover the costs that you had to make for this up to a maximum of €5,000. You must then submit the original invoices to BrandMR.

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### **ARTICLE 23 - LEGAL ASSISTANCE EXCLUSIONS**

The Legal Assistance section has extensive cover. However, we do not reimburse everything. In addition to the exclusions in Article 7, there are the following exclusions for this section.

#### If you fail to comply with obligations

This insurance does not cover legal assistance if you fail to comply with the obligations as set out in this insurance. You can read more about this in Article 25.

### If you provide incorrect information

This insurance does not cover legal assistance if you provide an incorrect or incomplete representation of the case. This concerns information that you should have reasonably understood would harm the handling of the case or the interests of BrandMR.

### If the event occurs as a result of your actions

The dispute or event is the result of something you yourself have done or failed to do and:

- you could have foreseen that this would probably lead to an event or dispute or
- with the aim of provoking the event or dispute-

### If you have made a claim under another insurance policy

This insurance does not cover legal assistance in a legal conflict if you have already made a claim under another insurance policy that:

- compensates loss;
- provides and/or reimburses legal assistance;
- provides legal advice;
- pays security deposits.

Are you reporting a case to BrandMR? And do you have another insurance policy for legal assistance? Then you are obliged to inform BrandMR that you also have another insurance policy. Legal assistance cannot be provided by several parties at the same time.

#### If insured parties claim against each other

This insurance does not cover legal assistance if it concerns a claim by an insured person against another insured person or against the liability insurer of that other insured person.

### Harm to the interests of BrandMR

You will not receive legal assistance if you act contrary to the insurance conditions and thereby harm the interests of BrandMR. For example, if you report the case to BrandMR so late that they can only provide you with legal assistance with extra effort or by incurring more costs.

### Unauthorised driving of a motor vehicle

### This insurance does not cover legal assistance if:

you or another person ride a motor vehicle without being legally authorised to do so;

#### There is cover if:

- you are not prosecuted for unauthorised driving of the motor vehicle in the criminal case for which the insurance provides cover;
- ou did not know or could not reasonably have known that the driver was not legally authorised.

### Exclusions for specific legal disputes or areas of law

You cannot rely on the Legal Assistance section in the event of:

- financial inability, debt restructuring, suspension of payments or if you go bankrupt;
- surety<sup>,</sup> subrogation<sup>,</sup> transfer of claims (assignment) or debt renewal;
- any appeal to any international or supranational court;
- $\quad \text{a legal dispute with the insurer about this Tasman Travel Abroad insurance itself} \\$
- tax law including import duties and excise duties

The following costs are not reimbursed

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#### BrandMR does not reimburse:

- redemption sums, fines, and other punitive measures;
- VAT that you are able to set off against your VAT payments;
- mediation costs:
- legal assistance costs that can be reimbursed in full or in part because you are entitled to them under a contract or under the law- BrandMR will assist
  you in reclaiming or recovering these costs- as reimbursement for the costs that BrandMR has advanced- BrandMR will not do this if you can rely on the
  Legal Assistance Act-

# ARTICLE 24 - WHAT ELSE DO YOU NEED TO KNOW ABOUT YOUR LEGAL ASSISTANCE INSURANCE?

What happens if the third party is ordered to pay the costs?

BrandMR receives the reimbursement of the costs if in a lawsuit, arbitration, or binding advice:

- the third party is ordered to pay the costs; and
- BrandMR had paid the amount of those costs including the extrajudicial costs

#### How does BrandMR reimburse in a class action?

We refer to a class action if several persons have a concrete interest in the event. In a class action, BrandMR will reimburse the costs of legal assistance in proportion to the number of interested parties. It is not relevant whether the other interested parties do not take action or are only partly involved in the event.

### **ARTICLE 25 - WHAT APPLIES IF YOU NEED LEGAL ASSISTANCE?**

In contrast to the other sections, the claims handling for legal assistance is carried out by BrandMR and not by De Goudse. Here you can read how to report an event and what your obligations are.

### How do you report the event?

You report all information, facts and circumstances that led to the event to BrandMR.

The contact details of BrandMR are:

Brandmeester Advocaten en Juristen B.V.

Postal address: Postbus 135, 2270 AC Den Haag

Telephone number: 088 - 0188 500 Website: brandmr.nl/goudse

### What are the rules of BrandMR?

It is important that you report an event as soon as possible. If you report the case too late, you run the risk that BrandMR will no longer provide you with cover. The reasons for this may be:

- BrandMR is no longer able to handle the case itself:
- BrandMR must make extra efforts to handle the case;
- BrandMR must incur additional costs to handle the case.

### Are several representatives involved?

Is BrandMR starting your legal assistance? Then you authorise BrandMR to represent your interests, to the exclusion of anyone else. It is not relevant whether the case goes to court or not.

### What are your obligations?

### **Duty to report**

Are you aware or should you be aware of an event that may require legal assistance? Then you are obliged to report that event to BrandMR as soon as possible.

### Duty to provide information

You provide BrandMR with the following:

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all information and documents that led to the event;

- all information and documents that BrandMR needs to assess whether you are entitled to legal assistance or other rights under this insurance;
- all new facts and developments in the case-

You also do this if the case is handled by a legal assistance provider such as a lawyer.

#### Duty to join a criminal case as a civil party

If BrandMR asks you to join a criminal case as a civil party against the third party, you are obliged to do so. Acting as a civil party in a criminal case means that you request damages from the defendant in a criminal case against the third party.

#### Reimbursement of costs incurred

If you fail to meet an obligation under this insurance or do not meet it sufficiently, and we or BrandMR suffer damage as a result, you are obliged to compensate for this damage. If you withdraw your authorisation to handle the reported case, you are obliged to reimburse the costs that we or BrandMR have incurred.

### When do you have the right to choose a legal assistance provider such as a lawyer?

In case of legal or administrative proceedings, you have the right to choose a legal assistance provider such as a lawyer. BrandMR can also choose to subcontract to a legal assistance provider such as a lawyer. This is also possible for part of the case.

### Who gives an assignment to a legal assistance provider?

BrandMR engages the legal assistance provider. You choose the legal assistance provider. You inform BrandMR of your choice, but you are not allowed to hire the legal assistance provider yourself. If you do, BrandMR will not reimburse the costs.

### Who chooses the legal assistance provider such as a lawyer?

You choose which legal assistance provider BrandMR hires. BrandMR also employs legal assistance providers. They can also act for you.

#### How many legal assistance providers per case?

BrandMR engages one lawyer per case to provide legal assistance.

### Does the Dutch court have jurisdiction?

Does the case involve a case in which the Dutch court has jurisdiction? Then only legal assistance providers who are registered in the Netherlands or have an office in the Netherlands are eligible.

### Is the case being heard abroad?

If the case involves a case abroad, only legal assistance providers who are registered in that country are eligible.

### Is a loss adjuster required during the handling of the case?

If BrandMR is of the opinion that a loss adjustment report should be issued, then BrandMR will arrange for the engagement of a loss adjuster. They do this once. BrandMR pays the costs of the loss adjuster.

#### Do you disagree with the report?

If you disagree with the content of the report of the loss adjuster, you can have a report drawn up by another loss adjuster. You do this in consultation with BrandMR. You need to pay the costs for this second report. If BrandMR decides to use this second report, BrandMR will refund the (reasonable) costs you paid.

### What can you do if you disagree with BrandMR's claims handling?

Are you dissatisfied with BrandMR's handling? In that case, we would first like to refer you to the complaints procedure in Article 31. In addition, there is the so-called dispute settlement procedure. If you disagree with:

- $-\qquad the \ legal\ ^{(}final)\ position\ on\ BrandMR's\ reasonable\ chance\ of\ success;\ or$
- the legal approach to the case by BrandMR?
- you can make a one off appeal to the dispute settlement procedure. This means that an external Dutch lawyer of your choice will issue a binding opinion. The lawyer's advice answers the question of whether BrandMR:
- has correctly taken the legal (final) position; or whether
- the legal approach to the case has correctly taken place in this manner.

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However, you cannot choose a lawyer who has already been involved in the case as a representative for you. BrandMR engages this lawyer and pays the costs associated with the advice. If you engage a lawyer yourself, BrandMR will not reimburse the costs.

If the lawyer comes up with a favourable advice for you, BrandMR or an external lawyer can continue handling your case. BrandMR will then issue a written instructions for any further handling. The case will under no circumstances be continued by the lawyer who gave the binding advice. The office colleagues of this lawyer cannot handle the case any further either. You cannot choose a lawyer who is (or has been) involved in the case as your lawyer. BrandMR engages the lawyer and pays the costs associated with the advice. If you engage a lawyer yourself, BrandMR will not reimburse the costs. If the lawyer shares BrandMR's opinion, you can continue the case at your own expense, without (further) assistance from BrandMR. If the final outcome of the case shows that the intended result was fully achieved, BrandMR will still reimburse the costs of legal assistance incurred in accordance with the policy conditions. To do this, you must send the final outcome to BrandMR within one month after the case has ended. If the intended result is only partially achieved, BrandMR will reimburse these costs in proportion to the result achieved.

### Disputes about the interpretation or implementation of the Legal Expenses Insurance

You can file a legal claim against us and BrandMR if:

- BrandMR believes that the event does not entitle you to cover under this insurance;
- you have a dispute with BrandMR about the implementation of this insurance-

If the court rules in your favor, BrandMR will reimburse you for the covered legal expenses that were reasonably incurred. It concerns the reimbursement as described in Article 22 of these conditions.

### Disputes about loss adjusters engaged by BrandMR

If you disagree with the loss adjuster's report issued on behalf of BrandMR, you can have a second report drawn up by another loss adjuster at your own expense and in consultation with BrandMR. If BrandMR subsequently uses this new loss adjuster report, they will reimburse you for the reasonable costs you incurred for this.

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### **PRIVATE LIABILITY**

### **ARTICLE 26 - YOUR LIABILITY COVER**

The insurance provides you with cover if someone holds you liable for:

- personal injury (injury and death);
- property damage

#### The insurance also covers:

- any legal costs. We must give prior permission for a legal proceedings;
- the costs of legal assistance provided. We must give prior permission for this;
- the costs of taking measures to prevent or minimize damage or loss;
- the statutory interest on the loss covered-

#### What are the conditions?

The damage was caused:

- by you as a private person; or
- by you while you are doing voluntary and unpaid volunteer work through an organisation; or
- by you while you are studying or doing an internship through an organisation-

The maximum reimbursement is stated in the statement of cover and applies per event to all insured persons.

#### **Mutual liability**

In sured persons can also cause loss to each other; we call this mutual liability. Different rules apply than when loss is caused to someone who is not insured. In the case of mutual liability, we only reimburse personal injury and not property damage.

### Security deposit

The government sometimes requires the provision of a security deposit to safeguard that the loss suffered by an aggrieved party is paid. We will provide up to a maximum of 10% of the insured sum.

#### What are the conditions?

The loss or damage for which the provision of a security deposit is requested, is covered in accordance with the conditions.

You are under the obligation to fully cooperate with us to obtain its reimbursement from the government.

### **ARTICLE 27 - EXCLUSIONS OF LIABILITY**

The Liability section has extensive cover. However, we do not reimburse everything. In addition to the exclusions in Article 7, there are the following exclusions for this section.

### Sexual conduct

You are not covered for damage caused by or resulting from:

- sexual conduct;
- sexual conduct of an insured person belonging to a group, even if you did not behave in such a way.

### Claims by the employer

The following claims are not covered:

- by your employer;
- by a legal successor of your employer;
- by someone who was related to or lived with your employer

### Hunting

The liability for loss in relation to the possession or the use of firearms while hunting is not covered.

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### Supervision

Not covered is the liability for loss caused to objects that belong to someone else, but that you (temporarily) hold in your possession. There is also no cover if someone else on your behalf holds an object of a third party. Temporary possession can have many reasons. For example, it can be:

- borrowing;
- processing;
- treating;
- using;
- transporting;
- storing;
- occupying;
- renting-

### Recovery assistance

There is no cover from the Private Liability sectoion for legal assistance to recover damage that you have suffered as the result of an unlawful act by third parties. In that case, you do have cover with the Legal Assistance section to recover your damages.

#### **Animals**

Not covered is damage caused by an animal of which you are the keeper, possessor, or owner.

### Immovable property

All liability for damage caused by immovable property is not covered.

#### Motor vehicle

There are separate insurance policies for motor vehicles. That is why damage caused by motor vehicles is not covered under this insurance.

#### Vessel

There are separate insurance policies for vessels. That is why damage caused by vessels is not covered under this insurance. We do pay if:

- you are a passenger on your vessel;
- you caused damage or loss with or by rowing boats, canoes, kayaks or (kite) surfboards;
- you caused damage with a remote controlled model boat. And if this boat cannot sail faster than 10 km per hour.

### **Aircraft**

There are separate insurance policies for aircraft. That is why damage caused by an aircraft is not covered under this insurance. We only pay if the insured is a passenger on an aircraft.

### Damage caused by weapons

There is no cover if you have caused damage by owning or using a weapon.

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# LOSS OR DAMAGE, WHAT SHOULD I DO?

### ARTICLE 28 - WHAT SHOULD YOU DO IN THE EVENT OF DAMAGE?

- In the event of loss or theft-report this immediately to the local police- Ask for a copy of the report as proof- If the police refuses- note down the address of this police station. We will only handle the theft of a telephone if there is proof of a report to the police-
- In the event of damage· loss› or theft of luggage at an airport report this to the airline staff and have proof thereof drawn up (PIR/ Property Irregularity Report). In all other cases· report the damage· loss or theft to the competent authorities·
- Always complete the claim form: Enclose a copy of the police report or PIR report and copies of the purchase receipts for the lost items: Make sure that
  you keep the original documents yourself-
- In case of luggage damage please include copies of purchase receipts and repair receipts
- If a damaged item cannot be repaired, please send us a statement in which a retailer confirms that repair is not possible.
- Note down the names and addresses of witnesses, if any.
- Inform us as soon as reasonably possible-
- Provide us with all information that is important for the handling of your claim. We will tell you what information we want to receive
- You must cooperate in the settlement of the claim and follow our instructions.

#### Use our claim form

You can download our claim form at isis-insurance.com.

After you completed the form and signed it, email it to claims@goudse.com

Please note: if you incurred medical expenses in the US, then do not send us a claim form but refer to Article 14 to see what you should do.

### ARTICLE 29 - HOW DOES THE CLAIM SETTLEMENT WORK?

### We assess the loss or damage

We assess the loss or damage and any additional costs that will be reimbursed. Sometimes we may appoint a loss adjuster to determine the loss for us. If you disagree with the loss determined, you can engage your own loss adjuster. If you choose to do this, please let us know before this loss adjuster determines the loss. If both loss adjusters fail to agree they will appoint a third loss adjuster. They had already appointed this loss adjuster in advance. He will make a binding decision. In doing so, he will remain within the limits of the amounts that both loss adjusters have determined.

### We convert into euros

The reimbursement will be converted into euros. In doing so, we use the exchange rate on the date at which the event took place. We use the exchange rate as published on the website www.oanda.com.

### When is there less or no entitlement to reimbursement?

If you fail to comply with the obligations stated in these conditions, then we can reduce the payment by the loss that we have incurred as a result. However, the right to payment may then also lapse. The right to payment lapses if:

- We have been harmed in our interests because you have not complied with the conditions:
- You or another person with an interest in the payment has deliberately given us incorrect information or have withheld information that is important
  to us-

### Does another insurance policy cover the loss or damage?

Is there entitlement to reimbursement for the loss or damage or costs under another insurance (of an earlier or older date), or on the grounds of a statutory arrangement or any another provision? Or would such an entitlement exist if this Tasman Insurance did not exist? If so:

- the Tasman Insurance will be the last to provide cover;
- this Tasman Insurance moreover only applies on top of the right to reimbursement that has been granted or would have been granted if the Tasman Insurance did not exist.

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### WHAT ELSE IS IMPORTANT?

### **ARTICLE 30 - HOW DO WE HANDLE PERSONAL DATA?**

#### 30.1 What do we use your personal data for?

If you apply for an insurance or another financial service, we ask you to provide personal data. Without these data, the agreement cannot be concluded. We use these data to conclude and perform this agreement. We also use your data to meet statutory obligations, to prevent and combat fraud and to make statistical analyses and for marketing activities.

### 30.2 Do we provide data to others?

Sometimes we provide data or part of your data also to other parties, such as reinsurers, your insurance advisor, postal services, IT-departments, and subcontractors to whom we have outsourced specific tasks. We will only do this when necessary and take measures to ensure the security of your data. We will not provide your data to others unless we are under the obligation to do so. This may involve, for instance, the provision of such data to tax authorities, regular authorities, the police, and judicial authorities.

### 30.3 How long do we retain your data?

If you have provided data for an offer, we will store these data for six months. The data needed to conclude an insurance agreement and its performance will be retained for a maximum of seven years after the termination of the agreement.

#### 30.4 Code of Conduct

We handle personal data with due care. We also comply with the Code of Conduct for the Processing of Personal Data by the Insurance Industry (de Gedragscode Verwerking Personsgegevens Verzekeraars). A copy of the consumer brochure of the Code of Conduct can be found at www.goudse.nl, if you type 'Privacy statement' in the search box. You can find the complete text of the code on verzekeraars.nl. You can also request a copy from the Dutch Association of Insurers, Postbus 93450, 2509 AL Den Haaq, telephone: (070) 333 85 00.

### 30-5 Your rights

You have the right to view, modify or remove your personal data. You also have the right to object to the processing of these data, to limit their processing and to transfer your personal data to a third party. If you want to make use of this right, please send a request to De Goudse, to the attention of the Data Protection Officer, Postbus 9, 2800 MA Gouda or send an email to gegevensbescherming@goudse.com. Always send a copy of your identity card, so that we can verify that you made the request. Black out your photo and burgerservicenummer (BSN) in this copy to protect your privacy. The data protection officer will respond as quickly as possible to your request, at least within four weeks. Are you of the opinion that we do not comply with privacy legislation properly? In that case you can contact the Dutch Data Protection Authority (autoriteitpersoonsgegevens.nl).

### 30-6 How does BrandMR use your personal data?

The policyholder informs the insured persons about the statements in this article when they make a claim under this insurance. BrandMR uses your data in the following ways:

- a. After the report of a case to Brandmeester Advocaten en Juristen B.V., your data are processed by BrandMR. BrandMR uses these data:
  - to provide legal assistance and/or legal services;
  - for yield management;
  - to prevent and combat fraud;
- b. BrandMR informs us of:
  - the fact that you have reported a case;
  - which jurisdiction and type of loss the case concerns;
  - the related costs incurred by BrandMR internally and/or externally
- c. Personal data are processed by BrandMR in accordance with the Personal Data Protection Act and the Code of Conduct for the Processing of Personal Data by the Insurance Industry. See above under the heading 'Code of Conduct'. The processing of personal data was registered with the Dutch Data Protection Authority (Dutch DPA) (College Bescherming Persoonsgegevens) (notification number 1029513) on 9 August 2002. In your capacity of policyholder you may request a full overview of the personal data processed by BrandMR at any time. You may request data to be rectified, deleted and/or blocked if the data:
  - are incorrect or incomplete;
  - are irrelevant for the purposes of processing;
  - are processed in breach of the law-

A request to this end may be addressed to the management of Brandmeester Advocaten en Juristen B.V.

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### ARTICLE 31 - WHAT CAN YOU DO WHEN YOU HAVE A COMPLAINT ABOUT US?

Our goal is to have satisfied customers. Do you still have a complaint? Please contact us. We can usually resolve it together. If that is not the case, you can submit your complaint to: Klachtencommissie De Goudse, Postbus 9, 2800 MA Gouda. The Complaints Committee will decide. If you disagree with the Complaints Committee, then there are two possibilities.

- 1. If you (as a consumer) have a complaint about a financial product or a financial service, you can submit it to the Financial Services Complaints Institute, or Kifid for short. These are the details.
  - Address: Postbus 93257, 2509 AG Den Haag Telephone: (0900) 355 22 48.
- 2. In case you do not want to make use of these options, or you consider the handling or the outcome to be unsatisfactory, you can submit your complaint or the dispute to court. This is not possible if the Kifid has given a binding advice.

### What can you do if you have a complaint about BrandMR?

Do you have a complaint about BrandMR? Then send your complaint in writing to the following address: BrandMR complaints office, Oude Middenweg 17, 2491 AC Den Haaq.

### ARTICLE 32 - WHAT DO WE DO IN CASE OF FRAUD AND CRIME?

### 32.1 We are alert to fraud and crime

Fraud is involved if you or an insured person have deliberately misled us. Fraud often occurs together with other types of crime. Fraud and crime also entail additional costs for honest customers. Therefore, we remain vigilant for fraud and crime, both for you as well and our company.

### 32.2 Consequences of fraud and crime

If we establish fraud or crime, this has serious consequences. The consequence can be that we do not pay out any benefit or reimbursement in the event of loss or damage. Or do not make any payment in kind.

Furthermore, fraud and crime may result in the following:

- we can report it to the police or the Public Prosecution Service;
- we terminate the insurance package or one or more insurance policies;
- we can include the personal data in the insurers' monitoring system;
- we ask for a reimbursement made or the value of any payment in kind made to be returned;
- we refuse as yet to provide cover;
- we charge a fee for investigation costs;
- we charge any costs already incurred by us to establish the entitlement to reimbursement

### 32.3 Stichting CIS

We can view your data (and those of the insured persons) at the foundation Stichting Centraal Informatie Systeem (Stichting CIS) in The Hague. We do this to manage risks and combat fraud. Stichting CIS keeps insurance data for insurance companies. The privacy regulations of Stichting CIS apply. You can find these at stichtingcis.nl.

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### LIST OF DEFINITIONS

#### Accident

A sudden, unexpected, externally caused effect of violence on your body. You must have incurred bodily injury in one instant as a direct consequence of this violent event. This bodily injury must be medically detectable.

#### An accident may also apply to the following:

- a. Acute poisoning. You have been acutely poisoned because you suddenly and involuntarily ingested:
  - qases;
  - fumes;
  - iquids or
  - solids

Have you been poisoned by the use of medicine or have you ingested allergens that may cause allergic reactions? In that case, we will not pay out a

- b. Contamination by germs or an allergic reaction. The contamination or allergic reaction must be a direct consequence of an involuntary fall into water or another substance. Or must have occurred because you came into contact with water or another substance when saving a person, an animal or an item.
- c. The unwanted and sudden intake of matter or objects in the intestinal tract, respiratory tract, eyes, or ears which cause internal injuries. This does not include the intake of germs or allergens, which may cause allergic reactions.
- d. Suffocation, drowning, freezing, sunstroke and heat stroke.
- e. Exhaustion, starvation, thirstiness, and sunburn. Only as a consequence of unforeseen circumstances.
- f. Wound infections or blood poisoning. This must have occurred because pathogens have entered in an injury. This only applies if the injury is a consequence of an accident covered under the insurance.
- g. Complications or worsening of the injuries. Injuries are a consequence of an accident covered under the insurance. And the complications or worsening of the injuries must be a direct consequence of medical attention. Or of medical treatment.

#### Acts of war or wilful damage

Acts of war or wilful damage involve:

- Armed conflict: each case in which states or other organised parties fight one other or at least one party fights the other party with the use of military weapons. We also consider armed conflict to include armed action by the United Nations Peacekeeping Force.
- Civil war: a more or less organised violent conflict between inhabitants of the same state in which a major part of the inhabitants of that state is
  involved.
- Rebellion: organised violent resistance within a state directed against the public authorities.
- Internal unrest: more or less organised violent acts occurring in different places within a state-
- Riot: a more or less organised local violent movement directed at the public authorities.
- Mutiny: a more or less organised violent movement of members of any armed force directed against the authority under which they resort
  or less organised violent movement of members of any armed force directed against the authority under which they resort.

### Alternative health care practitioner

One of these alternative healers or therapists:

- A physician acupuncturist acupuncturist or physiotherapist acupuncturist
- A homeopathic doctor or classical homeopath
- A doctor of natural medicine or naturopathic therapist
- An anthroposophical physician
- A Physician enzyme therapist
- A manual physician or manual therapist
- A physician trained in Moerman therapy
- $\quad \text{An osteopath} \quad$
- A chiropractor
- A haptonomist

### Brandmeester Advocaten en Juristen B.V.

Brandmeester Advocaten en Juristen B.V. Postal address: Postbus 135, 2270 AC Den Haag Telephone number: 088 - 0188 500 Website: brandmr.nl/goudse

### Costs of taking measures to prevent or minimize damage or loss

Costs of exceptional measures that must be taken to prevent or reduce immediately imminent damage.

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#### **Current market value**

The value of the item immediately before the event. To determine the current value, the original purchase price or appraisal value is taken into account, minus a reasonable amount for depreciation due to age or wear and tear.

### **Dangerous Sports**

Sports and activities that entail a greater than normal risk.

#### By this we mean in any case:

base jumping, bobsledding, bouldering, cave diving, cliff diving, cliff jumping, diving to wrecks or at depths of more than 40 meters, ice climbing, ice hockey, formation jumping, free climbing, free diving, gliding, gorge swinging, heli-skiing, ice caving, ice diving, hunting, luge, mountain biking with a high degree of difficulty (red or black trails) or off-path in risky terrain, horse riding (jumping), para-skiing, tobogganing, rodeo, off-piste skiing without a guide or instructor, off-piste skiing if there is an avalanche risk of 2 or higher, ski jumping, ski flying, ski stunts, ski mountaineering, solo sea sailing, skeleton, speed skiing, stunt flying, tobaganning, martial arts and self-defense sports, sea sailing outside territorial waters and zorbing.

#### Dangerous sports also include:

- using (fire)arms;
- participating in and training for competitions in which the speed and/or agility element predominates and where use is made of for example motor vehicles motorboats (moped) bicycles or skis (except for Gästerennen);
- mountaineering and trekking activities above 6500 meters or on routes that are unknown routes in poorly accessible areas and routes that are known to be risky.

The following sports are only considered dangerous if they are practiced without professional supervision:

abseiling, ballooning, beachboarding, mountain tours outside of accessible and existing routes, bungee jumping, cave tours, delta flying, diving with compressed air up to forty metres below sea level, hang gliding, paragliding, parachuting, paragliding, parasailing, skydiving, rock climbing using ropes, caving, rafting, survival tours and other adventure courses, ziplining, ultralight flying, rafting, whitewater rafting and gliding.

Are you unsure whether your sport or activity is a dangerous sport? Then contact Tasman Insurance in advance. Do you practice a risky but not dangerous sport? Then always take appropriate measures, such as wearing a helmet.

#### De Goudse

Goudse Schadeverzekeringen N.V. also abbreviated as "De Goudse", "we", "us", "our".

Goudse Schadeverzekeringen N.V. is registered as a non-life insurer with the Netherlands Authority for the Financial Markets (AFM). De Goudse is an insurance provider. De Goudse is located in Gouda at Bouwmeesterplein 1 (postal address: PO Box 9, 2800 MA Gouda).

#### **Emigrant**

 $Someone\ who\ lives\ outside\ his\ country\ of\ origin\ or\ nationality\ for\ an\ indefinite\ period.$ 

#### Europe

Europe including Iceland, the countries bordering the Mediterranean Sea, the Baltic Sea and the Black Sea, Madeira, the Canary Islands, the Azores and the Commonwealth of Independent States (CIS) in the east up to the Ural Mountains, except the Netherlands, unless stated otherwise.

#### Event

The actual occurrence or a series of related occurrences. If a series of related occurrences is involved, the cause of the damage of loss must be the same in the case of an actual occurrence, we use the definition of uncertainty as stated in the Civil Code (Article 7:925). This means, among other things, that at the time you take out the insurance, it must be uncertain whether damage will occur.

#### Expa

Someone who lives abroad for a certain period of time and works there on a secondment basis, as a (local) employee or as a self-employed person. Do you only have income that falls under internship reimbursement, expense allowance or from a part-time job (think of work that students do in addition to their studies)? Then you are not an expatriate. If you are unsure whether you are an expatriate, ask Tasman Insurance to coordinate this with us.

#### Family members in the first or second degree

First degree: partner, (in-law) parents, children, sons-in-law/daughters-in-law, and the person(s) with whom you live together permanently as a family;

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Second degree: brothers, brothers-in-law, (in-law) sisters, grandparents, and grandchildren of yourself or of the person(s) with whom you live together permanently as a family.

#### Hospital

An institution for nursing, examination and treatment of disease that is acknowledged to be a hospital or sanatorium by a competent government authority.

#### Intent

Intent exists if the damage was intended by the insured person or is the consequence of his/her actions or omissions. It does not matter whether loss or damage was caused to the property of this insured person or to the property of other insured persons.

### Insured person or insured persons

Those listed on the policy schedule. In these terms and conditions, the insured is also referred to as 'you' or 'your'.

#### Loss adjuster

Someone who has knowledge of the subject and may provide legal assistance in the judicial or administrative procedure. He may provide this legal assistance in accordance with the rules on legal capacity.

#### Money

Cash, credit cards and debit cards, chip cards, bank notes, checks, travelers' checks, postal or money orders, fuel cards, food, holiday and credit vouchers and airport tax vouchers.

#### Natural disaster

Flood, tidal wave, inundation, hail, earthquake, volcanic eruption, avalanches, falling rocks, collapse, landslide, and wind speeds of at least 18 metres per second (wind force 8 and higher on the Beaufort scale).

#### **Property damage**

Damage to property, buildings, or animals. There must be damage or loss of property. Property damage also includes all the ensuing loss. It must concern property that is not the property of the insured person.

### **Special expenses**

Costs that you could not have foreseen. These include, for example:

- costs to track down you or your family members in the event of a disappearance;
- costs for a longer stay because you cannot fly for instance, as a consequence of a strike;
- in the event of death abroad: the costs of transport of the mortal remains to the Netherlands;
- costs of transporting sick or injured persons under medical supervision-

#### Unlawful act

An unlawful act is a concept that is defined in the Civil Code. It is:

- an infringement of a right, or;
- an act or omission in violation of a statutory obligation of what is appropriate in society in accordance with unwritten law-

### Travel

You are insured during the following trips:

- private trips;
- travel for study or internship;
- travel for volunteer work;
- travel and performing temporary work-

#### US

United States of America.

### You/your

In these conditions, by 'you' we mean: the person who has entered into the insurance agreement and the person to whom the insurance applies. You are listed on the policy schedule as the policyholder. You have taken out the insurance for yourself and possibly your family. The people for whom the insurance has been taken out are the insured persons. The policy schedule states who is insured and which sections you have taken out. In these conditions, we are

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addressing you. The conditions naturally also apply to the (co-)insured. So if it states that 'you' are insured in a certain situation, this also applies to the (co-) insured. And do we ask you to do or not to do something? Then this also applies to your (co-)insured.

#### We/us/our

See De Goudse

### Valuable documents

Passports, driver's licenses, vehicle registration certificates, insurance certificates, tourist cards, laissez-passers, visas, identity cards, transport tickets and travel documents for your trip.

#### Valuables

- photo-film and audio equipment-game consoles-laptops-telephones-smartwatches-tablets-drones- and navigation systems; Including the accessories that belong to these items-
- personal jewelry;
- objects or clothing made of leather, suede, fur, or silk;
- objects made of gold, silver, and other precious metals;
- musical instruments;
- (sun)glasses, optical instruments, binoculars, telescopes;
- other items with a new value of more than €250·w

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