

Policy terms and conditions

# **OOM Studying in the Netherlands Insurance**

SIN2025-2



## Explanation Policy terms and conditions

### OOM Studying in the Netherlands Insurance

These policy terms and conditions, which apply to OOM Studying in the Netherlands insurance, consist of general terms and conditions and special terms and conditions.

The general terms and conditions apply to all the components of the insurance policy you have taken out. The special terms and conditions state what is applicable for each specific insurance. The general terms and conditions and the special terms and conditions form a single entity and must be read in conjunction with each other.

The table below shows which parts of the terms and conditions apply to each of the various components.

Which insurance?	Which terms and conditions apply?	
<b>Health Insurance including OOM Dental cover</b>	Part 1: the general terms and conditions	Part 2: the special terms and conditions containing details of the health insurance
<b>SOS Insurance</b>	Part 1: the general terms and conditions	Part 2: the special terms and conditions containing details of the SOS insurance
<b>Package Insurance policy</b> (travel, household contents, personal accident, legal assistance and third party insurance)	Part 1: the general terms and conditions	Part 3: the special terms and conditions containing details of the package Insurance policy

If there is any discrepancy between your policy sheet, the general terms and conditions and the special terms and conditions, then the following order of precedence applies:

- Whatever is on your policy sheet takes precedence over the general terms and conditions and the special terms and conditions.
- Whatever is in the special terms and conditions takes precedence over the general terms and conditions.

# Contents

---

## Part 1 – General terms and conditions

<b>Parties to the agreement</b>	<b>5</b>
<b>What do we mean by?</b>	<b>6</b>
1. Where is your insurance valid?	7
2. In which circumstances will we make a payment?	7
3. What should you do if you have a claim?	8
4. How do we calculate the payment you receive?	14
5. What situations are not covered by the insurance?	15
6. How is your insurance agreement created?	15
7. What is meant by the duty to disclose and what will happen if you do not comply?	16
8. How do we use your personal information?	17
9. What is the term of your insurance?	18
10. Can you terminate your insurance early?	18
11. Can we terminate your insurance early?	19
12. When are you required to pay the premium?	19
13. What happens if you fail to pay your premium on time?	20
14. Can we change the premium and the policy terms and conditions?	21
15. What should you do if your (family) situation changes?	22
16. What action do we take if we discover deception or fraud?	22
17. What can you do if you have a complaint?	23

## Part 2 – Special terms and conditions for Health Insurance and SOS Insurance 24

<b>What do we mean by?</b>	<b>25</b>
1. In which circumstances will we make a payment?	26
2. Which cover options are available for the OOM Studying in the Netherlands Health Insurance?	26
3. Can you add your baby to your insurance policy?	27
4. How is the excess for your Health Insurance applied?	27
5. Which medical treatments are covered by your OOM Studying in the Netherlands Health Insurance?	27
6. Which dental costs do we reimburse under OOM Dental cover?	39
7. Which costs do we reimburse under SOS cover?	40
8. Which costs do we reimburse under War and Kindred Risks cover?	41
9. Which medical treatments and other costs are not covered by your OOM Studying in the Netherlands Insurance?	42

## Part 3 – Special terms and conditions for Package Insurance policy 43

### Travel Insurance 44

<b>What do we mean by?</b>	<b>44</b>
1. In which circumstances will we compensate your damage or loss?	45
2. Which costs are covered by your Travel Insurance?	45
3. Which costs are not covered by your Travel Insurance?	48

<b>Household Contents Insurance</b>	<b>49</b>
<b>What do we mean by?</b>	<b>49</b>
1. How do we establish the extent of your damage or loss?	50
2. How do we determine the amount of compensation?	50
3. What damage or loss is covered by your Household Contents Insurance?	51
4. What damage or loss is not covered by your Household Contents Insurance?	52
<b>Personal Accident Insurance</b>	<b>53</b>
<b>What do we mean by?</b>	<b>53</b>
1. In which circumstances will we make a payment?	53
2. Which situations does your Accident Insurance cover?	53
3. Which situations are not covered by your Personal Accident Insurance?	55
<b>Legal Assistance Insurance</b>	<b>56</b>
<b>What do we mean by?</b>	<b>56</b>
1. Who are the insured persons?	56
2. Where is your Legal Assistance Insurance valid?	56
3. What requirements must always apply to the conflict before you can receive legal assistance?	57
4. What should you do if you become involved in a conflict?	57
5. What action will ARAG take if you ask for assistance?	58
6. What is the maximum amount ARAG will reimburse?	59
7. Which costs are covered by your Legal Assistance Insurance?	60
8. Which costs are for your own account?	62
9. In which situations are you not entitled to legal assistance?	62
10. What can you do if you do not agree with the way your case is handled?	63
<b>Third Party Insurance</b>	<b>65</b>
<b>What do we mean by?</b>	<b>65</b>
1. What is the insured amount?	65
2. How do we process your damage or loss?	65
3. Which situations does your Third Party Insurance cover?	65
4. Which situations does your Third Party Insurance not cover?	66
5. Which situations does your Third Party Insurance not cover?	67

## Part 1 – General terms and conditions

### Parties to the agreement

---

The parties to the agreement are you, as the policyholder, and OOM, as the insurer. You can ask an insurance agent to assist you. If you applied to us for insurance through an insurance agent, then we are entitled to give any notification due to you to your agent instead.

#### Policyholder

The natural person who entered into the insurance agreement with OOM. This is the person named as the policyholder on your policy sheet.

#### Insured person(s)

The natural persons for whom this insurance has been taken out. These persons are named on the policy sheet as the insured persons.

Where we refer in these terms and conditions to “you” we mean the policyholder. In certain cases, we mean the insured person but this is always apparent from the text.

#### Insurance Agent

The financial services provider having the profession or business of an insurance agent who acts as an intermediary between you as the policyholder and OOM as the insurer. The insurance agent assists you in entering into your insurance with OOM and in managing and carrying out your insurance.

#### OOM

By OOM we mean OOM Verzekeringen. OOM Verzekeringen includes several companies:

- **OOM Global Care N.V.** – in respect of the health insurance and SOS insurance.  
OOM Global Care N.V. is registered with the Netherlands Authority for the Financial Markets (AFM) under registration number 12.000.623.
- **OOM Schadeverzekering N.V.** – in respect of the following insurances: third party insurance for private individuals, household contents, travel, legal assistance and personal accident.  
OOM Schadeverzekering N.V. is registered with the Netherlands Authority for the Financial Markets (AFM) under registration number 12.000.624.

Where we refer in these terms and conditions to “we”, we mean OOM.

## What do we mean by?

---

### Collection charges

all costs we incur in order to receive payment of your premium. These include any costs incurred by a collection agency on our behalf in preventing, preparing or conducting legal proceedings.

### War and kindred risks

- **Armed conflict:** if nations or other organised parties fight with one another or one contends against the other, in either case using military weapons. Or armed action by United Nations peacekeeping forces.
- **Civil war:** any more or less organised violent conflict between inhabitants of a single nation, involving a significant proportion of the inhabitants.
- **Civil disturbance:** more or less organised acts of violence occurring at several locations within a nation.
- **Uprising:** organised violent resistance within a nation, directed at the public authorities.

- **Riot:** more or less organised violent local action directed at the public authorities.
- **Mutiny:** more or less organised action by members of an armed force directed at the authorities under whose command they are placed.

This war and kindred risks terminology forms part of the text filed at the District Court of The Hague by the Verbond van Verzekeraars in Nederland (Dutch Association of Insurers) on 2 November 1981 under reference number 136/1981.

### Concurrency

If the same insured interest is insured against the same insured event under more than one insurance policy at the same time.

## 1. Where is your insurance valid?

In principle, your OOM Studying in the Netherlands Insurance is valid anywhere in the world. There are a number of exceptions. The table below describes them.

<b>Health Insurance</b>	<p>You take out insurance for stays in the Netherlands. If you temporarily visit a location outside the Netherlands, the insurance remains valid for 50 days. This period commences on the day that you depart from the Netherlands. If you are pregnant and temporarily stay outside the Netherlands in connection with the birth of your child then you remain insured for up to 90 days before the birth and 90 days after the birth. Your policy sheet shows the region (region NL) for which you have taken out the insurance.</p> <p>If you are required under the Dutch Health Insurance Act (Zvw) or another statutory provision to be insured under Dutch basic health insurance or another statutory health insurance, then our Health Insurance shall be the 'payer of last resort'. In this situation you must first make a claim on your other insurance. Any amounts that your other insurance does not reimburse you may then claim from us.</p> <p>Do you incur medical costs in the United States? Then these are not covered by your insurance.</p>
<b>Household Contents Insurance</b>	<p>Your insurance covers the risk address stated on the policy sheet only. This address must be in the Netherlands.</p>
<b>Legal Assistance Insurance</b>	<p>Your insurance is valid anywhere in the world. However, you are only entitled to legal assistance if you are able to bring a case on the matter before a court of the relevant country. Also the laws of a country in which the insurance is valid will apply.</p>

## 2. In which circumstances will we make a payment?

We will only make a payment in respect of claims arising during the term of your insurance. The circumstances in which we will make a payment are described in the special terms and conditions of the components you have taken out.

In addition to the special terms and conditions, clauses may be added to the policy as a result of your policy application. These clauses may limit or exclude cover for certain situations. You can find more information on this process in the brochure 'Know your rights'.

We will reimburse your loss or damage in the situations described below, except where the special terms and conditions of a specific element contain a different description of the loss or damage covered.

### Uncertain event

We will only pay a claim if neither you nor we were aware at the time you took out the insurance that the claim would arise during the term of the insurance and this could not have been expected under normal circumstances. This uncertainty is required by law, under article 7:925 of the Dutch Civil Code (BW).

We also provide a few examples to illustrate this requirement for uncertainty:

It must be uncertain that fire will ever break out (household contents insurance). Another possibility is that the event has already occurred, but you were not aware that a claim would arise. For example, if you caused damage, loss or injury, but were not yet aware of this because you had not yet been held liable by the other party (third party insurance).

### Terrorism

For legal reasons, OOM reinsures terrorism with a third party, the Nederlandse Herverzekering-smaatschappij voor Terrorismeschaden N.V. (NHT), (the Netherlands Reinsurance Company for Losses from Terrorism). If you have a claim as a result of terrorism, malicious infection or preventive measures, we compensate costs that would normally be covered under your insurance. The maximum amount that we will pay in such a case is set out in:

- the *Clauses Sheet for Terrorism Cover with the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.*;
- the *Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. Claims Settlement Protocol and the accompanying explanatory note*.

You can download the text of these documents from [www.terrorisneverzekerd.nl](http://www.terrorisneverzekerd.nl) or request a copy from OOM.

## 3. What should you do if you have a claim?

If you incur damage or loss, you are required to limit the damage or loss, report the matter to the police, notify us of the damage or loss and assist us in our investigation. We explain these requirements below.

### Limit damage or loss

If you have a claim under your Travel Insurance or Household Contents Insurance, you must limit the damage or loss as much as possible. The action you should take is described in the table below.

Travel Insurance	You must take every action to limit the damage or loss as much as possible. You must retain damaged luggage so that it is available for OOM to inspect. If requested by OOM, you must transfer to OOM in writing any right to compensation you may have against a third party, up to a maximum of the amount of the compensation payment.
Household Contents Insurance	Where possible, you must immediately take action to prevent or minimise any further damage or loss. The special terms and conditions of the Household Contents Insurance describe the situations in which we will reimburse costs incurred to minimise loss.

### Report the matter to the police

In some situations you must report what has happened to the police. The table below sets out what action you need to take and when.



<b>Travel Insurance</b>	Any theft or loss must be reported to the police immediately, preferably at the place where the event took place. If this is not possible, notify another person authorised for this purpose, such as your tour leader or hotel management. If your luggage is lost or damaged during transport by a third party, you must report the matter to the carrier responsible. It is important that you are able to provide OOM with the statement made by the relevant authorised person.
<b>Household Contents Insurance</b>	In the case of arson, burglary, theft, extortion, robbery or vandalism you must report the matter to the local police immediately. You must send us a copy of the confirmation stating that you reported the incident.

## Notify us of the damage or loss

### Notifying claims to the OOM Assistance Centre

In the situations described below you should contact the OOM Assistance Centre.

	<b>Worldwide</b>
<b>Health Insurance</b>	OOM Assistance Centre
<b>SOS Insurance</b>	<p>+31 (0)70 353 21 35 24 hours a day 7 days a week Assistance provided in Dutch and English</p> <p>In which situations:</p> <ul style="list-style-type: none"> <li>• hospitalisation outside the Netherlands;</li> <li>• death of the insured person;</li> <li>• medical repatriation or necessary early return;</li> <li>• search or rescue;</li> <li>• pregnancy and childbirth (no later than 10 weeks before the expected due date, so that together with the OOM Assistance Centre, you can look for a suitable local hospital for the birth).</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Never reimburse the costs to a healthcare provider yourself if a payment guarantee has been issued by the OOM Assistance Centre. Even if the healthcare provider offers you a discount if you pay immediately;</li> <li>• Bear in mind that a medical assessment is necessary for a payment guarantee in the event of non-emergency, plannable medical care. This may take several days.</li> </ul>
<b>Travel Insurance</b>	<p>ANWB Assistance Centre</p> <p>+31 (0)70 353 21 40 24 hours a day, 7 days a week, assistance provided in Dutch and English</p> <p>In which situations:</p> <ul style="list-style-type: none"> <li>• reporting unforeseen situations, including the death, accident or life-threatening illness of a first or second degree family member who is not a fellow traveller.</li> </ul>

## Other notifications

<b>Health Insurance</b>	<p>In all other cases, such as hospitalisation in the Netherlands, you should contact:</p> <p><b>OOM Verzekeringen</b> Telephone: +31 (0)70 353 21 00 (during office hours in the Netherlands, 8.30 a.m. to 5 p.m.) Fax: +31 (0)70 360 18 73 Website: <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a> Email: <a href="mailto:info@oomverzekeringen.nl">info@oomverzekeringen.nl</a></p> <p>You do not need to inform us separately of events that are non-urgent, but which we do reimburse under this insurance. You can declare the costs of such events online on "My OOM".</p>
<b>Travel Insurance</b>	<p>Inform us of any damage to luggage and/or the holiday accommodation as soon as possible. You should contact us at:</p> <p><b>OOM Verzekeringen</b> P.O. Box 50.000 7900 RP Hoogeveen Telephone: +31 (0)70 353 21 25 Fax: +31 (0)70 353 21 26 Website: <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a> Email: <a href="mailto:claims@oomverzekeringen.nl">claims@oomverzekeringen.nl</a></p> <p>You must also complete the Travel Insurance Claim Form as soon as possible after the event occurs. You can request a copy of the Travel Insurance Claim Form from OOM or download it from our website <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a>. Send this form to the above address accompanied by the following documents, if applicable:</p> <ul style="list-style-type: none"><li>• copies of official statements or documents proving that you reported the incident;</li><li>• invoices and other documentary evidence of the extent of the damage or loss or the cause of damage or loss.</li></ul>

<b>Personal Accident Insurance</b>	<p>If an insured person dies or is permanently disabled as a result of an accident, inform us as soon as possible after you become aware of the event. You should contact us at:</p> <p><b>OOM Verzekeringen</b>  P.O. Box 50.000  7900 RP Hoogeveen  Telephone: +31 (0)70 353 21 25  Fax: +31 (0)70 353 21 26  Website: <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a>  Email: <a href="mailto:claims@oomverzekeringen.nl">claims@oomverzekeringen.nl</a></p> <p>You or the person claiming a payment under this insurance must notify us of any events eligible for a payment under this insurance as soon as possible. This must be no later than 3 years after the accident. If you do not inform us immediately after the accident has occurred, you must be able to show that:</p> <ul style="list-style-type: none"> <li>• the disability was solely caused by an accident;</li> <li>• the effect of the accident was not increased by the insured person suffering an illness, being in a poor state of health or having a physical defect or mental condition;</li> <li>• the insured person followed all the instructions of the doctor who treated him in full.</li> </ul> <p>If an insured person dies, the person claiming a payment under this insurance must inform us at least 48 hours before the burial or cremation takes place. Otherwise, any right to payment under this insurance will lapse.</p>
<b>Household Contents Insurance Third Party Insurance</b>	<p>Inform us of any events eligible for reimbursement as soon as possible after you become aware of the event. You should contact us at:</p> <p><b>OOM Verzekeringen</b>  P.O. Box 50.000  7900 RP Hoogeveen  Telephone: +31 (0)70 353 21 25  Fax: +31 (0)70 353 21 26  Website: <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a>  Email: <a href="mailto:claims@oomverzekeringen.nl">claims@oomverzekeringen.nl</a></p>

## Legal Assistance Insurance

If you become involved in a legal dispute, contact ARAG as soon as possible. If in doubt, it is always advisable to discuss the matter. It is important when you are giving notification of a dispute that you report all the facts that are relevant for assessing and dealing with the dispute. This will enable ARAG to assist you in the most effective way. ARAG may request further information or evidence from you. In such cases, it is advisable to send a copy of the documents and retain the originals yourself where possible. If ARAG needs the original documents in order to deal with your dispute, these will be returned to you as soon as possible.

### Reporting by telephone or online

You can contact the ARAG ServiceCenter by telephone or email. The legal assistants at the ServiceCenter will discuss the problem with you and advise you on the best course of action. If necessary, they will ask you to report the matter to ARAG in writing.

The ARAG ServiceCenter can be contacted daily from 8.30 a.m. to 5.30 p.m. (Dutch time) by telephoning + 31 (0)33 4 342 342. Have your policy number ready when you call.

You can also report a matter online at [www.arag.nl/klantenservice](http://www.arag.nl/klantenservice).

### Reporting in writing

For **road traffic matters (disputes following a road traffic accident)** you should send a copy (or photocopy) of the European Accident Report Form to ARAG.

For **legal matters** you should send the OOM Legal Assistance Insurance Claims Reporting Form to ARAG. You can contact OOM to obtain a copy of this form or download the form from our website [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl).

### ARAG Rechtsbijstand

F.A.O. Schadeadministratie

P.O. Box 230

3830 AE Leusden The Netherlands

Fax: +31 (0)33 434 24 41

Email: [schademelding@arag.nl](mailto:schademelding@arag.nl)

### **Providing cooperation**

You are obliged to cooperate with our investigation. You should provide within a reasonable period all information and documents we require in order to assess whether we will make a payment under this insurance. If another party, for example an insurance expert or investigation agency, is checking the claim on our behalf, you must also give that party your cooperation.

For the **Health Insurance and SOS Insurance** this means that you are obliged to provide all information relevant for us in assessing whether to make a payment under this insurance, such as prescriptions and medical declarations. You must provide this information to us, our medical advisor or the person responsible for checking the claim. This means that you must provide sufficient details in respect of your bills to make clear which costs we are obliged to reimburse for you.

For the **Personal Accident Insurance** as an insured person you are obliged, in the event of permanent disability, to:

- be treated by a doctor and take every possible action to further your recovery;
- be examined by a doctor, at our request. This examination will take place at our expense at a location we appoint. You will provide all information requested;
- be admitted to a hospital or another medical institution for examination, at our request. This examination and admission will take place at our expense at a location we appoint;
- give us, or the party dealing with the claim adjustment on our behalf, powers to obtain information from third parties. This obligation also applies to the person making a claim to payment under the insurance in the event of the insured person's death;
- provide to us or to an expert we nominate all information required by us, or the party dealing with the claim adjustment on our behalf. In doing so you must mention all facts and circumstances relevant to determining the degree of permanent disability;
- inform us immediately of your (partial) recovery;
- discuss the matter with us or the party dealing with the claim adjustment on our behalf in good time in the event of transfer to a different address for nursing purposes.

We expect you to inform us if your claim may also be covered under another insurance, such as your basic health insurance or travel insurance. We may ask you to send us your policy sheet. We also expect you to help us if we want to reclaim the damages from someone else. This may include you authorising us to share necessary data with a third party with the purpose of substantiating this claim. Furthermore, you may not accept any liability. You will not harm our interests if you correctly acknowledge your liability or merely confirm facts. Finally, you have an obligation not to do anything that may damage our interests.

### **Consequences if you fail to comply with your obligations**

If you do not comply with your obligations described above and, as a result, you damage our interests, we have the right not to pay your claim.

## 4. How do we calculate the payment you receive?

---

### Establishing the amount of the claim

When we receive a claim, we first check to establish whether the damage or loss incurred is covered by the insurance. And if so, what payment you are entitled to. The factors we take into consideration include any relevant maximum claim amount or foreign currency exchange rate. We will inform you in writing of the payment amount.

### Maximum claim amounts

The maximum claim amounts are described in the special terms and conditions or on your policy sheet.

### Foreign currencies

If you send a bill to us that has been charged in a foreign currency, we will convert the amount charged into Euros at the exchange rate applicable on the day the event occurred. For bills for health insurance or SOS insurance, we use the exchange rate on the invoice date. We use the exchange rate published at <http://finance.yahoo.com>.

### Payment

We will pay you the amount remaining after we have deducted any excess that applies. We will transfer this amount to you in Euros, unless we have agreed a different arrangement with you.

If cover under your insurance is suspended due to late payment, cover will recommence on the day following the date on which we have received all overdue premiums (and collection charges, if applicable).

*For the Personal Accident Insurance, the following applies:*

We will pay any compensation amount to the policyholder, unless we have agreed a different arrangement with you. In that case, this arrangement will be mentioned on the policy sheet. In the event that an accident results in death, we will make the payment to the legal heirs of the insured person. The payment amount will be the amount for which you are insured (or a part of that amount). This insured amount is stated in the special terms and conditions of the Personal Accident Insurance (part 3).

### Excess

If an excess applies, this is stated in the special terms and conditions or on the policy sheet.

### Recovery

If it later emerges that you also received compensation from a government body or third party that we did not take into consideration in determining our payment amount, we will revise the amount of our payment and seek to recover any excess amount paid.

### Transfer of rights

If we reimburse you for losses or expenses incurred, all rights of recovery that you may have against a third party are transferred to us. If we compensate you for the theft or loss of insured property, we are then entitled to demand ownership of the property. These matters are provided for by law.

One of the effects of these arrangements is that the owner must transfer the damaged property (for example luggage covered by the Travel Insurance) to us if we require this. We undertake to you that if a lost item is recovered and the insured person expresses a wish to have the property back we will return it to him. If a compensation payment has already been made then the compensation amount should be repaid, less any costs incurred to repair the loss or damage during the period in which the property was missing.

## 5. What situations are not covered by the insurance?

---

The following situations are not covered by this insurance:

- **Nuclear reaction.** If the damage or loss is caused by a nuclear reaction (any nuclear reaction involving the release of energy, such as nuclear fusion, nuclear fission, artificial or natural radioactivity). For the Health Insurance and SOS Insurance this exclusion does not apply if that reaction is caused by medical treatment.
- **Other insurance.** Are you able to make a claim for compensation, payment or assistance under another insurance policy, legislation or other provision? Or would you have been entitled to do so if you had not taken out your insurance with OOM? In that case, this insurance with OOM shall be the 'payer of last resort'. This means that you must first claim under that other insurance, legislation or provision. If they do not pay your claim in full, you can make a claim for the remaining amount under your insurance with OOM. The statutory rules on concurrent insurance under Article 7:961 part 1 of the Dutch Civil Code (BW) do not apply. This exclusion does not apply to Personal Accident Insurance.
- **Hijacking, strike, uprising or terrorism.** If the damage is associated with or caused by your participation in a hijacking, strike, uprising or act of terrorism.
- **Crime.** If the damage is associated with or caused by you committing (or assisting in) a crime.
- **War and kindred risks.** If the damage is caused by war or kindred risks. This exclusion does not apply to Health Insurance or SOS Insurance.
- **Deliberate and reckless behaviour.** Costs resulting from deliberate, conscious or unintentional recklessness by you or anyone else with an interest in a payment under this insurance. This exclusion does not apply to Personal Accident Insurance or Third Party Insurance, as specific exclusions apply in respect of these insurance components.
- **Sanction rules.** There are national and international general and sanction rules that may prohibit us from selling insurance to you. It is also possible we are not allowed to reimburse claims. We are not permitted to sell you insurance or reimburse claims if it is apparent that it is prohibited to do business with you or to provide a financial service under the terms of the sanctions legislation or regulations. If, after the start of the insurance, it is apparent that you, an insured person, an insured item or another interested party is directly or indirectly involved in acts, transactions or events that violate a sanctions law. Or, if it appears that you or another interested party is included on a national or international sanctions list. If this is the case: we will not reimburse any claim; we will temporarily or permanently suspend cover; the general or financial interests of a person, company, government or other entity will be excluded from the insurance; or we can terminate the insurance.

## 6. How is your insurance agreement created?

---

When you take out insurance with us, you enter into an insurance agreement. The insurance agreement is made up of the application, the policy sheet and the policy terms and conditions. The application consists of all the information you fill in on the application form. Any extra disclosures and any attachments you provide also form part of the application.

If you completed an application on the OOM Verzekeringen website, this is your application form.

All our insurance agreements are subject to Dutch law.

## 7. What is meant by the duty to disclose and what will happen if you do not comply?

---

You have an obligation to disclose all information relevant for us in assessing:

- your application for insurance, or
- your application for a change to your insurance.

If you do not comply with your duty to disclose, this may have the following consequences:

- We may not make a payment for your loss or damage or may only make a partial payment.
- We may make a proposal for continuation of the insurance on revised terms, such as payment of a higher premium or an exclusion clause.
- We can terminate your insurance. We determine the date on which your insurance terminates. Termination will never take effect retrospectively. We are entitled to do this in the following situations:
  - If you failed to comply with your duty to disclose with the deliberate intention of misleading us. In that case, we will not refund your premium.
  - If we would not have accepted the insurance if we had the information we now have. In that case, we will refund any excess premium you have already paid in respect of the period following the termination date.
- We can register your details on the internal or external warning lists of insurance companies in the Netherlands.

If we discover that you have not complied with your duty to disclose, we will inform you of our intention to rely on your failure to comply with the duty to disclose within two months of making this discovery. We will also inform you of the consequences that this may have for you.

If we seek to rely on failure to comply with the duty to disclose, then at any time during the following two months you may terminate the insurance agreement with immediate effect. You may restrict the termination to apply only to the person to whom our reliance on the failure to disclose applies. This option is only available for personal insurances, such as health insurance or personal accident insurance.

If you have failed to comply with your duty to disclose with the deliberate intention of misleading us, that is a form of fraud. Clause 16 describes how we deal with fraud.

These arrangements concerning the duty to disclose are also contained in legislation, in Articles 7:928 – 7:931 of the Dutch Civil Code (BW).

If you would like to find out more about the duty to disclose, please ask for a copy of our brochure on your rights and obligations by telephone, on + 31 (0)70 353 21 00, or by emailing us at [info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl). You can also download the brochure from our website: [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl)



## 8. How do we use your personal information?

---

When you make an application or change, we ask you for personal information. We use that information:

- to enter into and carry out the insurance agreement;
- to safeguard the security and integrity of the financial sector, our organisation, our employees and our clients;
- to carry out marketing activities;
- for statistical analysis;
- to satisfy our legal obligations.

### **Code of Conduct for the Processing of Personal Data by Financial Institutions**

We comply with the rules in the Code of Conduct for the Processing of Personal Data by Financial Institutions. If you would like to see what the Code of Conduct includes, you can download it from the website of the Dutch Association of Insurers (VVV): [www.verzekeraars.nl](http://www.verzekeraars.nl).

You can also request a copy of the Code of Conduct from the

#### **Dutch Association of Insurers:**

P.O. Box 93450  
2509 AL The Hague The Netherlands  
Telephone: +31 (0)70 333 85 00

### **Code of Conduct for the Processing of Personal Data by Health Insurers**

With respect to the health insurance and the SOS insurance we also comply with the Code of Conduct for the Processing of Personal Data by Health Insurers. If you would like to see what the Code of Conduct includes, you can download it from the website of the Dutch Association of Health Insurance Companies: [www.zn.nl](http://www.zn.nl).

You can also request a copy of the Code of Conduct from the

#### **Dutch Association of Health Insurance Companies:**

P.O. Box 520  
3700 AM Zeist The Netherlands  
Telephone: +31 (0)30 698 89 11

### **Central Information System Foundation**

As part of a responsible policy for acceptance, claim processing, risk management and fraud management, we may consult and register your information and the insured persons' information in the Central Information System maintained by insurance companies in the Netherlands. This is aimed at controlling risks and preventing fraud.

For more information:

#### **Central Information System Foundation**

Bordewijklaan 2 2591 XR The Hague The Netherlands  
[www.stichtingcis.nl](http://www.stichtingcis.nl) (The privacy policy of the Central Information System Foundation is also available on this website)

If you would like to find out more about how we use personal information, please ask for a copy of our brochure on your rights and obligations by telephone, on + 31 (0)70 353 21 00, or by emailing us at [info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl). You can also download the brochure from our website: [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl).

## 9. What is the term of your insurance?

---

For the OOM Studying in the Netherlands Insurance, the term of your insurance is stated on the policy sheet. The maximum term is five years. It is not possible to extend your insurance. There is one exception to this rule: you may extend your insurance on one occasion for 60 days, provided that this does not result in the term exceeding the maximum of five years. Costs resulting from ailments, symptoms and/or physical defects that the insured person is suffering or has suffered on or before the date of the amendment will be excluded for the remaining term.

At the end of the term you may apply for a new insurance policy. You may submit a new application to us for this purpose.

## 10. Can you terminate your insurance early?

---

Yes, you can terminate your insurance. There are two types of termination:

- normal termination;
- termination when we change the premium or the terms and conditions.

If you have taken out health insurance with OOM Dental cover, the OOM Dental cover will automatically terminate on the same date as the health insurance.

### **Termination in normal circumstances**

You can terminate your insurance at any time. You must give written notice to terminate, which may be sent by post, email or fax. We terminate your insurance on the date on which we receive your written termination notice or a later date that you indicate. Note: you are not permitted to terminate the insurance retrospectively. We will refund any excess premium paid.

### **Termination when we change the premium or the terms and conditions**

Clause 14 describes the situations in which we can change the premium or the terms and conditions of your insurance. You can terminate the insurance if the change disadvantages you or a person entitled to payment. This termination must take place:

- within one month following our notification of the change; or
- within one month following the date on which the change is implemented.

In this situation we will terminate the insurance on the date on which the change was due to take effect. Naturally, we will refund any excess premium paid.

## 11. Can we terminate your insurance early?

In certain cases we are entitled to terminate your insurance early. The table below sets out the situations in which we are entitled to terminate your insurance and what conditions and notice period apply. It also shows whether your premium will be refunded.

<b>If you fail to pay your premium or do not pay on time</b>	Further information about the conditions on which we are entitled to terminate, the termination period and any premium refund is provided in Clause 13.
<b>If you fail to comply with the duty to disclose</b>	Further information about the conditions on which we are entitled to terminate, the termination period and any premium refund is provided in Clause 7.
<b>In cases of deception and fraud</b>	Further information about the conditions on which we are entitled to terminate, the termination period and any premium refund is provided in Clause 16.

We can also terminate an insurance if on a review of national or international sanction lists, you, an insured person or another interested party are found to be included on these lists. Or if you do not cooperate with any investigation in the context of sanctions legislation. The termination takes effect on the date of the written termination or a later date. Termination never takes effect retrospectively.

We apply a notice period of two months, unless you have acted with the deliberate intention of misleading us.

If the insurance is terminated early, the premium will be reduced according to what is reasonable. This does not apply in the case of termination due to your deliberate intention to mislead us, in which situation you will not receive any refund of premium.

If we terminate your insurance for the aforementioned reasons, we may record this fact on the internal or external warning lists of insurance companies in the Netherlands. More information about this is provided in Clause 8.

### **Death of the policyholder**

If the policyholder dies, we must be informed. We will then discuss with the next of kin if and how the insurance can be continued.

## 12. When are you required to pay the premium?

You pay a premium for your insurance. Your premium is made up of the costs for your insurance together with administration charges and (if applicable) insurance premium tax. The premium is charged in euros. Bank channel fees, including manual transfer or PayPal, are not included in this premium and may be charged separately.

### **Starting premium**

The starting premium is the premium that you are required to pay us on the first occasion after you have taken out an insurance with us. You are also required to pay the starting premium on the first occasion after you have made a change to an insurance during its term which results in you having to pay extra premium.

You must pay the starting premium before the premium due date (the first day of the period in respect of which you are required to pay the premium) or before the 30th day following the date of the request for payment.

#### Subsequent premium

The subsequent premium is the premium that you pay after the first occasion. For example, if you pay in instalments. You must pay the subsequent premium before the premium due date.

## 13. What happens if you fail to pay your premium on time?

If you fail to pay your premium on time, this affects the payment of any claim under your insurance. We are also entitled to terminate your insurance.

#### No payment of claims

The table below sets out the claims that we will not pay if you fail to pay the premium or do not pay on time and the conditions that apply.

	Which claims will not be paid?	What conditions apply?
<b>You fail to pay the starting premium or do not pay on time:</b>	<p>Claims arising from an insured event in the following period:</p> <ul style="list-style-type: none"> <li>• <b>from</b> the commencement date or amendment date</li> <li>• <b>up to and including</b> the date on which we receive the overdue premium.</li> </ul> <p>We will not pay any costs that you incur at a later stage for an insured event occurring during this period either.</p>	<p>None. We are not required to send a written demand before taking this action.</p> <p>This also applies if you inform us that you refuse to pay the premium.</p>
<b>You fail to pay any subsequent premium or do not pay on time:</b>	<p>Claims arising from an insured event in the following period:</p> <ul style="list-style-type: none"> <li>• <b>from</b> the 15th day following the written demand</li> <li>• <b>up to and including</b> the date on which we receive the overdue premium in full.</li> </ul> <p>We will not pay any costs that you incur at a later stage for an insured event occurring during this period either.</p>	<p>We are required to send a written demand after the date on which you were due to pay. We are then entitled to take action.</p>
	<p>If you inform us that you refuse to pay the premium then we will not pay any claim arising from an insured event:</p> <ul style="list-style-type: none"> <li>• <b>from</b> the premium due date</li> <li>• <b>up to and including</b> the date on which we receive the overdue premium in full.</li> </ul>	<p>None. If you refuse to pay, we do not have to send a written demand before taking this action.</p>

### Termination of insurance

The table below sets out the conditions on which we are entitled to terminate the insurance if you fail to pay your premium or do not pay on time.

	What conditions must be satisfied to enable us to terminate your insurance?
You fail to pay the <b>starting premium</b> or do not pay on time:	None. We are not required to send a written demand before taking action.
You fail to pay any <b>subsequent premium</b> or do not pay on time:	We are required to send a written demand after the date on which you were due to pay, stating that we are entitled to terminate the insurance if you do not pay. We are then entitled to take action.
You refuse to pay either the <b>starting premium</b> or any <b>subsequent premium</b> :	None. We are not required to send a written demand before taking action.

If we terminate the insurance, you will receive a written termination notice from us. This will state the date on which your insurance will terminate. The notice period we give will be at least two months from the date of the termination letter.

### Overdue premium

You must always pay the overdue premium and the collection charges. Even if we terminate your insurance, you will be required to pay the overdue premium for the period up to the termination date.

In the mean time we will not cover any claims you may have. Claims will be covered again from the day after the date on which we have received all overdue premium and costs. If we agree that you will pay the premium in instalments, then any claims you may have will only be covered again once you have paid all the overdue instalments.

## 14. Can we change the premium and the policy terms and conditions?

Yes, we are entitled to change the premium and the policy terms and conditions of insurance policies in a certain category during the term of an insurance policy. The change will take effect on a date we appoint. We will always inform you of any change in writing. In some situations you are then entitled to terminate the insurance with retrospective effect. More information about this is provided in Clause 10. If we do not hear from you, we will continue your insurance on the basis of the new premium or policy terms and conditions.

## 15. What should you do if your (family) situation changes?

---

If there is a change to your (family) situation or you move house, you must inform us in writing within one month. In the case of a new addition to your family, please inform us of the full name and date of birth. If you do not inform us of the change, you are not entitled to any return of premium or to payment of a claim, unless the change in question does not justify the cancellation of your right to payment.

### Children

Children born during the term of your insurance may be added to the insurance at any time. Your child is then insured from the date on which we receive the request to add them to the insurance. Or from a later date if requested by you.

**Note:** different rules apply for the Health Insurance. These rules are set out in the special terms and conditions for your Health Insurance (part 2).

## 16. What action do we take if we discover deception or fraud?

---

Fraud occurs when someone intentionally provides incorrect or incomplete information in order to obtain an advantage to which they are not entitled. This is the case, for example, when attempting to obtain insurance cover, compensation or payment based on an incorrect representation of events.

Examples of fraud include:

- you do not provide all the information when applying for insurance in order to still get insurance or avoid additional terms and conditions on the insurance. This also puts you in breach of the obligation to disclose (see also Article 7);
- you report an amount higher than the actual damage;
- you intentionally fail to comply with the obligation to limit damage;
- you falsify an invoice;
- you stage a burglary.

In cases of fraud, we may take action including, but not limited to, the following:

- report the matter to the police;
- refuse an application for insurance, or change or terminate a current insurance with immediate effect;
- recover any payments made and investigation costs wrongfully incurred, or not pay the claim;
- register the incident in internal and/or external fraud registers; In this case, we adhere to the 'Financial Institutions Incident Warning System' protocol;
- issue a warning;
- report the case to the Centre for Combating Insurance Crimes (CBV) of the Dutch Association of Insurers. The CBV records the report and where there are similarities between incidents informs the insurers concerned, who are then able to contact each other. Insurers can consult the CBV register when considering job applications or appointing new employees, and when carrying out integrity assessments of business contacts. The CBV also warns insurers about general and specific types of activities. To access the register, you can write to the CBV at P.O. Box 93450, 2509 AL The Hague, The Netherlands. You should provide a copy of a valid identification document.

To find out more about how we deal with fraud, please read our brochure on your rights and obligations, which is available on our website <https://www.oominsurance.com/fraud-policy/>.

## 17. What can you do if you have a complaint?

---

### Complaints about OOM

If you have a complaint about one of our insurance policies or you disagree with a decision, you should contact the Foreign Insurance Department. If you are not satisfied with the department's response, you can also send your complaint to the management of OOM.

### Complaints about the health insurance or the SOS insurance

If you are not satisfied with the way we deal with any complaint you have concerning the health insurance or SOS insurance, you can contact:

#### Health Insurance Complaints and Disputes Foundation (SKZG)

P.O. Box 291  
3700 AG Zeist The Netherlands  
Telephone: +31 (0)30 698 83 60  
Website: [www.skgz.nl](http://www.skgz.nl)

If you have a complaint about one of the forms for our health insurance, for example because it is too extensive or too complicated, you can complain to the Dutch Health Care Authority (NZa). If the Dutch Health Care Authority agrees with you, we are required to change our forms. You can find more information about submitting a complaint about a form to the Dutch Health Care Authority at [www.nza.nl](http://www.nza.nl).

**Note:** if you have a complaint about the war and kindred risks cover under your health insurance or SOS insurance, and you disagree with OOM, you should complain to the Financial Services Complaints Institute (Kifid). You will find their contact details below.

### Complaints about the other insurances

If you are not satisfied with the way we deal with any complaint, you can contact:

#### Financial Services Complaints Institute (Kifid)

P.O. Box 93257  
2509 AG The Hague The Netherlands  
Telephone: +31 (0)70 333 89 99  
Website: [www.kifid.nl](http://www.kifid.nl)

### Courts

If you do not wish to make use of the options described above or disagree with the outcome, you can take your complaint to the competent court in The Hague

### Complaints about your insurance agent

If you wish to complain about your insurance agent, you should make your complaint to the insurance agent directly. You may also wish to report the complaint to OOM management so that we are aware of the situation. If you would like to find out more about making a complaint, please ask for a copy of the "OOM Insurance Complaints and Disputes Regulations" by telephone, on + 31 (0)70 353 21 00, or by emailing us at [info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl). You can also download the brochure from our website: [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl).

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation. In the case of any dispute, the original Dutch text shall prevail.

## Part 2 – Special terms and conditions for Health Insurance and SOS Insurance

If the policy sheet states that OOM Studying in the Netherlands Health Insurance has been taken out and the premium due for this insurance has been paid on time, then you are entitled to the coverage described in the clauses of the special terms and conditions (part 2). These clauses must be read in conjunction with the general terms and conditions (part 1).



## What do we mean by?

---

### Cost price

In this part of the terms and conditions we often state that we reimburse the cost price. By this we mean that we reimburse the full rate charged by the health care provider (for example a general practitioner, therapist or specialist) for the medical treatments. However, OOM does have the ability to negotiate with the health care provider regarding the rate charged.

### Maternity care

Care by a maternity nurse, for mother and child, and household chores.

### Country of origin and domicile

**Country of origin:** The country where you lived before moving to the Netherlands or the country of which you are a national.

**Domicile:** The place where you live. Generally, this place will be the centre of your daily life. We determine where you live on the basis of your legal, economic and social connection with a country and your connections with the country of origin. For example: which country you are registered in as a resident or where you work and pay taxes.

### Accident

Sudden and direct external assault causing you physical injury capable of being identified by medical means.

### Hospital

An institution authorised by the competent authorities where, in the event of illness, you can be nursed, treated and examined. This description also includes any institution specifically intended for rehabilitation and a sanatorium. Rest homes, convalescent homes and nursing homes are not included.

## 1. In which circumstances will we make a payment?

---

We only reimburse medical costs you incur during the term of your insurance.

### Maximum insured amount

There is a maximum insured amount for healthcare insurance. This is the amount that OOM Verzekeringen pays per insured person in one insurance year or insured period for all medical costs together. This amount is:

- **Standard cover:** Up to € 1,500,000 per insured person per insured year or insured period if you are insured for a shorter period.
- **Extended cover:** Up to € 2,500,000 per insured person per insured year or insured period if you are insured for a shorter period.

Also, OOM will not reimburse any amount that exceeds the maximum charge rates approved by the appropriate authorities.

### Medical necessity

If and to the extent it is medically necessary, we will reimburse the costs of medical assistance, as described in clause 5 of these terms and conditions. By medical necessity we mean that the necessity is based on generally recognised, scientific medical considerations. The treatment, test or examination is generally accepted according to medical standards.

### Unrestricted choice of health care provider

You are entitled to select the hospital or health care provider of your choice. We do ask you to follow the instructions of the OOM Assistance Centre.

## 2. Which cover options are available for the OOM Studying in the Netherlands Health Insurance?

---

With the OOM Studying in the Netherlands Health Insurance you can choose different levels of cover:

- **Standard cover;**
- **Extended cover.**

The differences between these cover options are set out in clause 5.

### SOS cover

If you have Health Insurance then you are automatically entitled to SOS cover. You can also take out SOS cover without Health Insurance. In that case, we will only reimburse the costs described in these terms and conditions under the heading "Which costs do we reimburse under SOS cover?"

### OOM Dental cover

In addition to Health Insurance, you can take out OOM Dental cover. This insures you for dental costs up to a maximum amount. This maximum amount applies for dental costs per insured person per insured year.

### War and Kindred Risks cover

If you have Health Insurance or SOS Insurance, you are automatically entitled to War and Kindred Risks cover. It is not possible to take out War and Kindred Risks cover separately.

This part of the terms and conditions explains which costs we reimburse for each cover option.

### 3. Can you add your baby to your insurance policy?

---

If you inform us of the birth of your child in writing within one month, your child is insured from birth and any congenital diseases or defects are also covered.

If you do not notify us in time, you can make an application accompanied by a health declaration.

If we accept your child, he or she will be insured from the date of the acceptance.

Your child will automatically receive the same cover as you. For example, if you have taken out Standard cover, your child will also have that cover.

Your child will automatically receive the same cover and own risk excess as you. For example, if you have taken out Extended cover with € 150 own risk excess, your child will also have this.

### 4. How is the excess for your Health Insurance applied?

---

An excess may apply for Standard and Extended cover. You select the excess amount when applying for the insurance and this amount is stated on your policy sheet. This excess applies per insured person per insured year. If the period insured is shorter than a year, then the excess applies for the period insured.

No excess applies for SOS cover or OOM Dental cover. If you are hospitalised in one insured year and only discharged from hospital in the following insured year, the excess only applies once.

There are some medical treatments for which no excess applies. In that case, this is stated when the relevant medical treatment is mentioned in Clause 5.

We pay the amount remaining after any excess has been deducted. We will transfer this amount to you in Euros, unless we have agreed otherwise with you.

We reserve the right to recover from you by direct debit any excess amount that we have paid to you.

### 5. Which medical treatments are covered by your OOM Studying in the Netherlands Health Insurance?

---

The medical treatments and costs that we reimburse depend on your cover. For each type of treatment or cost we set out below the reimbursement you are entitled to under the various cover options.

For treatment by a health care provider (for example a general practitioner, therapist or specialist), the provider must be accredited by an authorised body and authorised to carry out such treatment.

### General practitioner

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
All treatment by a general practitioner	Cost price	Cost price

**Explanatory note:**

No excess applies to treatment by a general practitioner.

### Medication and dressings

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Medication and dressings	Cost price	Cost price

**Conditions:**

- We reimburse products that are authorised to be marketed as medication or dressings and that you can collect from a pharmacy or a general practitioner who operates a pharmacy only by prescription from a general practitioner or specialist.

### Specialist treatment and second opinion

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Specialist treatment	Cost price	Cost price
Associated costs	Cost price	Cost price
Second opinion	Cost price	Cost price

We also reimburse associated medical costs for specialist treatment, such as the costs of x-rays, blood transfusions, radiation, anaesthesia and use of operating theatre or outpatient facilities.

**Conditions:**

- The treatments, examinations or tests are carried out by a specialist.
- The treatment, examination or test forms part of the specialty for which the physician is registered.

## Laboratory tests

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Laboratory tests	Cost price	Cost price

### Conditions:

- You have the laboratory tests carried out on the orders of a general practitioner or specialist.
- The invoice for the tests is issued by a hospital or laboratory.

## Hospitalisation

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Hospitalisation	Cost price	Cost price

### Conditions:

- The uninterrupted duration of hospitalisation does not exceed 365 days. A new period commences after an interruption of more than 30 days.
- We will not reimburse any additional costs for a single or twin room.

## Medical transport

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Transport by ambulance	Cost price	Cost price
Patient transport	Public transport: journey fare on basis of the class corresponding to the lowest class in the Netherlands Taxi: journey fare Use of own vehicle: € 0.20/km  Maximum of € 185 per insured person per insured year or insured period if you are insured for less than a year.	Public transport: journey fare on basis of the class corresponding to the lowest class in the Netherlands Taxi: journey fare Use of own vehicle: € 0.20/km  Maximum of € 185 per insured person per insured year or insured period if you are insured for less than a year.

**Conditions:**

- The medical transport is medically necessary.
- From a medical perspective you are no longer in a condition to travel independently to the nearest hospital or the place of treatment.
- You always select the cheapest form of transport available.
- We reimburse ambulance transport by road only. We will only reimburse transport over water or air transport if no other form of transport is available or if other forms of transport cannot be used for medical reasons.
- Patient transport must immediately precede and follow your visit to a general practitioner, specialist or hospital. You will receive a reimbursement if you:
  - receive a kidney dialysis in a facility;
  - receive oncological treatments with chemotherapy, radiotherapy or immunotherapy;
  - can only move around in a wheelchair;
  - can only move around with assistance due to your poor eyesight.

**Transplantation****What does your OOM Studying in the Netherlands Insurance reimburse?**

	Standard	Extended
Transplantation	Cost price	Cost price
Nursing and treatment of the donor	On the basis of the nursing class for which the donor is insured.	On the basis of the nursing class for which the donor is insured.

**Conditions:**

- Reimbursement applies for transplantation of bone marrow, bone, cornea, skin tissue, kidney, heart, liver (orthotopic), lung, heart-lung and kidney-pancreas.
- You need to obtain authorisation from OOM in advance.

**The donor's costs:**

The donor receives a payment for nursing and treatment costs on the basis of the class for which the donor is insured. In addition, the donor is also entitled to medical treatment for three months from the date of discharge from hospital following a transplant. This applies only to medical treatment for the donor that is related to the transplantation covered under this insurance.

**Kidney dialysis****What does your OOM Studying in the Netherlands Insurance reimburse?**

	Standard	Extended
Kidney dialysis	Cost price	Cost price

**Conditions:**

- You have obtained our authorisation in advance.

### Treatment by a plastic surgeon

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Treatment by a plastic surgeon	Cost price	Cost price

**Conditions:**

We only reimburse treatment by a plastic surgeon if:

- the procedure is the consequence of an accident or severe defects that were present and identified at birth;
- there is a serious disfiguration resulting from an illness or medical procedure during the term of this insurance;
- you have obtained our authorisation for the procedure in advance.

### Rehabilitative day care

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Rehabilitative day care	Cost price	Cost price

**Conditions:**

- We reimburse treatment, advice and assistance in a rehabilitation clinic per day or half day.
- The treatment, advice and assistance are provided by a team consisting of at least a specialist, a paramedic and a psychologist or expert in social work, ergonomist or rehabilitation and the associated nursing staff.
- The rehabilitation clinic must be accredited for rehabilitation by the authorised bodies.

### Accommodation costs

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Accommodation costs	Not covered	Up to € 100 per day to a maximum of € 2,000 per case.

**Conditions:**

- You receive medical treatment away from your place of domicile.
- It is medically necessary for you to stay near the hospital.
- The payment is intended to cover you and your partner (if accompanying you) jointly.
- We reimburse the costs of staying in a hotel, motel or apartment on the basis of accommodation only. We do not reimburse payments for staying with friends or family, for example.
- You must be able to prove the accommodation costs by providing bills from the hotel, motel or apartment.

## Vaccinations against rabies and tetanus

### What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Vaccinations and Immunoglobulin	Cost price	Cost price

#### Conditions:

- We only reimburse you for a vaccination against **rabies** if you have been scratched, bitten or licked by an animal that could be infected with rabies.
- We only reimburse you for a vaccination against **tetanus** if you are at risk of infection with tetanus due to a wound and the preventive vaccinations do not provide sufficient protection.

## Physiotherapy, exercise therapy, chiropractic or manual therapy

### What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Physiotherapy, exercise therapy, chiropractic or manual therapy	Up to 12 treatments per insured person per insured year or insured period if you are insured for a shorter period.	Up to 25 treatments per insured person per insured year or insured period if you are insured for a shorter period.

#### Conditions:

- The maximum number of treatments applies to all treatments together. If there is a maximum number of treatments, we will reimburse the first submitted treatments in an insurance year or insured period. For example: If you have Standard cover, you are entitled to twelve treatments. If you have already had physiotherapy nine times, you are entitled to a maximum of three additional exercise therapy sessions.

## Occupational therapy

### What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Advice, instruction, training and treatment by an occupational therapist	Cost price for up to 10 hours per insured person per insured year or insured period if you are insured for a shorter period.	Cost price for up to 10 hours per insured person per insured year or insured period if you are insured for a shorter period.

#### Conditions:

- The advice, instruction, training or treatment must be given by an occupational therapist with the aim of promoting or restoring your independence. Only therapy prescribed by a doctor will be reimbursed.
- Treatment at school is only covered if you have obtained our prior permission.
- Supplements charged for sessions outside normal working hours or for preparing reports will not be reimbursed.



## Dietitian

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Diet advice by a dietitian	Cost price for up to 3 hours per insured person per insured year or insured period if you are insured for a shorter period.	Cost price for up to 3 hours per insured person per insured year or insured period if you are insured for a shorter period.

### Conditions:

You must be referred by a doctor.

## Speech therapy

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Speech therapy	Up to 12 treatments per insured person per insured year or insured period if you are insured for a shorter period.	Up to 25 treatments per insured person per insured year or insured period if you are insured for a shorter period.

## Dentistry

The Health Insurance covers certain dental treatments. These treatments must be carried out by an authorised dentist or oral surgeon and must be intended to repair or improve the teeth.

The cost of routine dental treatment for persons aged 18 years and above is not automatically insured under the Health Insurance. You can take out additional insurance to cover this by taking OOM Dental cover. If you have taken out OOM Dental cover this will be stated on your policy sheet.

The table below sets out the cover provided under the Health Insurance. The cover provided under OOM Dental cover is described in Clause 6.

## What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
<b>Dental care for insured persons aged 17 years and under</b>	<ul style="list-style-type: none"> <li>• Medically necessary dentistry, such as diagnostics, prevention and dental cleaning;</li> <li>• the first two preventive examinations each year;</li> <li>• fillings and anaesthetics.</li> </ul> <p>We reimburse these costs up to a maximum of € 450 per insured person per insured year or insured period if you are insured for a shorter period.</p>	<ul style="list-style-type: none"> <li>• Medically necessary dentistry, such as diagnostics, prevention and dental cleaning;</li> <li>• the first two preventive examinations each year;</li> <li>• fillings and anaesthetics.</li> </ul> <p>We reimburse these costs up to a maximum of € 450 per insured person per insured year or insured period if you are insured for a shorter period.</p>
<b>Dental care for insured persons aged 18 years and over</b>	<p>Up to € 350 for dentistry in special circumstances per insured person per insured year or insured period if you are insured for a shorter period.</p> <p>Special circumstances apply in the following situations:</p> <ul style="list-style-type: none"> <li>• you have a developmental disorder, growth disorder or defect of the dental, oral and maxillofacial system of such severity that your jaw no longer functions properly and will not function properly without this treatment</li> <li>• without this care the result of any medical treatment will be demonstrably inadequate and you will be unable to maintain or obtain a properly functioning jaw</li> <li>• according to the guidelines of the Dutch Centre for Special Dental Care you have extreme anxiety about dental treatments</li> </ul>	<p>Up to € 350 for dentistry in special circumstances per insured person per insured year or insured period if you are insured for a shorter period.</p> <p>Special circumstances apply in the following situations:</p> <ul style="list-style-type: none"> <li>• you have a developmental disorder, growth disorder or defect of the dental, oral and maxillofacial system of such severity that your jaw no longer functions properly and will not function properly without this treatment</li> <li>• without this care the result of any medical treatment will be demonstrably inadequate and you will be unable to maintain or obtain a properly functioning jaw</li> <li>• according to the guidelines of the Dutch Centre for Special Dental Care you have extreme anxiety about dental treatments</li> </ul>

<b>Dentistry following an accident</b>	<p>Up to € 500 per insured person per in-sured year or insured period if you are insured for a shorter period.</p> <p>The treatment is the consequence of an accident and is intended to repair or improve the teeth.</p> <ul style="list-style-type: none"> <li>- An accident is defined as: A sudden and direct external assault causing you physical injury that can be identified by medical means.</li> <li>- Events where it could be foreseen that dental damage could occur are not included in this definition. Examples include, but are not limited to: opening a bottle with your teeth, biting on something hard such as nuts, not wearing dental protection in relevant sports, damage to the teeth due to an illness.</li> </ul>	<p>Up to € 500 per insured person per in-sured year or insured period if you are insured for a shorter period.</p> <p>The treatment is the consequence of an accident and is intended to repair or improve the teeth.</p> <ul style="list-style-type: none"> <li>- An accident is defined as: A sudden and direct external assault causing you physical injury that can be identified by medical means.</li> <li>- Events where it could be foreseen that dental damage could occur are not included in this definition. Examples include, but are not limited to: opening a bottle with your teeth, biting on something hard such as nuts, not wearing dental protection in relevant sports, damage to the teeth due to an illness.</li> </ul>
<b>Dentures</b>	<p>Purchase and fitting of a full set of dentures: 75% of the costs; Repair or readjustment (rebasing) of dentures: cost price.</p>	<p>Purchase and fitting of a full set of dentures: 75% of the costs; Repair or readjustment (rebasing) of dentures: cost price.</p>

#### Conditions:

- The dental treatment is carried out by an authorised dentist or oral surgeon. The treatment is intended to repair or improve the teeth according to generally accepted medical standards.
- To claim reimbursement of dental care in special circumstances, you must provide a certificate from a dentist at our request.

## Orthodontics

### What does your OOM Studying in the Netherlands Insurance reimburse?

	<b>Standard</b>	<b>Extended</b>
<b>Orthodontics for insured persons under 21 years of age</b>	Not covered	Up to € 1,200 per insured person, for as long as you are insured with OOM. The number of separate insurance agreements you have had with OOM is not relevant.

The maximum reimbursement amount and maximum age of under 21 years do not apply to the treatment of a maxillofacial defect. In such cases we always reimburse the cost price. This covers treatments:

- due to a cleft lip, jaw or palate;
- in the upper or lower jaw that require surgical correction (osteotomy) and for which pre-treatment and aftercare is necessary.

## Pregnancy and childbirth

### What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
<b>Unexpected emergencies</b>	<p>We reimburse the cost price.</p> <p>A situation qualifies as an unexpected emergency if our medical advisor considers that urgent medical intervention is necessary.</p>	<p>We reimburse the cost price.</p> <p>A situation qualifies as an unexpected emergency if our medical advisor considers that urgent medical intervention is necessary.</p>
<b>Routine treatments</b>	<p>We reimburse:</p> <ul style="list-style-type: none"> <li>• obstetric care by a specialist, general practitioner or midwife;</li> <li>• examinations, tests and medication prescribed or ordered by the specialist, general practitioner or midwife;</li> <li>• the use of outpatient facilities;</li> <li>• admission to a hospital or maternity hospital.</li> </ul> <p>We reimburse up to € 4,000 for the entire pregnancy including childbirth.</p>	<p>We reimburse:</p> <ul style="list-style-type: none"> <li>• obstetric care by a specialist, general practitioner or midwife;</li> <li>• examinations, tests and medication prescribed or ordered by the specialist, general practitioner or midwife;</li> <li>• the use of outpatient facilities;</li> <li>• admission to a hospital or maternity hospital.</li> </ul> <p>We reimburse the cost price.</p>

#### Explanatory note:

- No excess applies to costs of pregnancy and childbirth.
- Note: costs associated with a pregnancy existing on the commencement date of the insurance are not insured.

## Maternity care

### What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard and Extended
<b>Maternity care</b>	<p>We reimburse:</p> <ul style="list-style-type: none"> <li>• maternity care in a hospital or maternity hospital: if you gave birth in a hospital or maternity hospital – not as an outpatient – then we will reimburse your costs if you are required to stay in hospital due to medical necessity;</li> <li>• maternity care at home: up to a maximum of € 1,500 spread over up to 10 days after the birth. If you gave birth in a hospital or maternity hospital – not as an outpatient – then we will reduce the maximum amount by € 150 for each day of hospitalisation.</li> </ul>

**Conditions:**

- No excess applies to maternity care costs.
- The maternity nurse or doula has all the necessary qualifications and works according to the relevant protocols.
- The maternity nurse or doula is self-employed or employed by or associated with a maternity centre, maternity hotel or hospital.

**Abortion****What does your OOM Studying in the Netherlands Insurance reimburse?**

	Standard	Extended
Abortion	Not covered, unless the costs are incurred due to medical necessity or in connection with a sexual assault.	Not covered, unless the costs are incurred due to medical necessity or in connection with a sexual assault.

**Conditions:**

- The abortion is carried out in a hospital by a specialist qualified to perform this procedure.

**Contraception****What does your OOM Studying in the Netherlands Insurance reimburse?**

	Standard	Extended
Abortion	The pill, contraceptive injection, (copper) coil (IUD), NuvaRing, contraceptive implant or pessary.  We reimburse up to € 125 per insured person per insured year or insured period if you are insured for a shorter period.	The pill, contraceptive injection, (copper) coil (IUD), NuvaRing, contraceptive implant or pessary.  We reimburse the cost price.

**Conditions:**

- The contraceptive is prescribed by a doctor.

**Psychotherapy****What does your OOM Studying in the Netherlands Insurance reimburse?**

	Standard	Extended
Psychotherapy	A maximum of € 500 per insured person per insured year or insured period if you are insured for a shorter period.	A maximum of € 800 per insured person per insured year or insured period if you are insured for a shorter period.

**Conditions:**

- You are treated by a psychiatrist, psychologist or practising psychotherapist authorised to perform the relevant treatment.

## Heredity testing

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Heredity testing	Not covered, even in the case of complications as a result of heredity testing.	Cost price

### Conditions:

- You must obtain our authorisation in advance.

## TB tests

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
TB tests	Not covered	The costs of a Mantoux test and/or a thorax X-ray, up to € 50 per insured person per insured year or insured period if you are insured for a shorter period.

## Aids

What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Aids	We reimburse the following <b>aids on prescription</b> from a doctor <b>following an accident documented by evidence</b> : <ul style="list-style-type: none"><li>• For <b>crutches and a wheelchair</b> we reimburse up to € 100 per accident. This includes both rental and purchase of aids.</li><li>• For <b>prosthetics</b> (not dentures) we reimburse up to € 750 per accident.</li></ul>	We reimburse the following <b>aids on prescription</b> from a doctor <b>following an accident documented by evidence</b> : <ul style="list-style-type: none"><li>• For <b>crutches and a wheelchair</b> we reimburse up to € 100 per accident. This includes both rental and purchase of aids.</li><li>• For <b>prosthetics</b> (not dentures) we reimburse up to € 750 per accident.</li></ul>

### Conditions:

- You must purchase or rent the aids within 90 days following the accident (but within the term of the insurance).

## Alternative health care

### What does your OOM Studying in the Netherlands Insurance reimburse?

	Standard	Extended
Alternative health care	Not covered	Up to € 50 per consultation with a maximum of € 500 per person per insured year or insured period if you are insured for a shorter period.

We reimburse alternative healthcare such as osteopathy, homeopathy, acupuncture or anthroposophy. We do not reimburse experimental treatments or relaxation therapies such as yoga.

#### Conditions:

- The alternative healthcare provider must be registered with an accredited professional body in the country where the treatment takes place.

## 6. Which dental costs do we reimburse under OOM Dental cover?

In addition to the dental costs insured under the health insurance, as part of the OOM Studying in the Netherlands Insurance you can take out OOM Dental cover, which insures you for dental costs up to a maximum amount of € 350 per insured year. No excess or patient contribution applies.

If you have taken out OOM Dental cover, then you are also insured up to the maximum insured amount for the following costs:

- medically necessary dentistry, such as diagnostics, prevention, dental cleaning;
- treatments such as root canal treatments, crowns and bridges;
- the first two preventive examinations each year;
- fillings and anaesthetics;
- inlays;
- Maryland bridges;
- mock-ups;
- dental root sealing;
- implants in a non-toothless jaw.

#### Conditions

The following conditions apply for OOM Dental cover:

- The treatment or examination must be aimed at repairing or improving your teeth according to generally accepted medical standards.
- We never reimburse more than the maximum insured amount.
- We will not reimburse you for unattended appointments and subscription costs, or for cosmetic dentistry such as tooth-whitening procedures.
- Dental treatment is carried out by a dentist, dental hygienist, dental technician, prosthodontist, periodontist or oral surgeon approved by official institutions.
- If dental costs resulting from an accident exceed the maximum insured amount for the health insurance, the additional costs can be claimed under this OOM Dental cover. Costs falling within the excess under the health insurance cannot be claimed under the OOM Dental cover.
- Specialist care such as the removal of a wisdom tooth by an oral surgeon can be claimed on your healthcare insurance.

## 7. Which costs do we reimburse under SOS cover?

Search and rescue	<p>We reimburse the <b>costs of search, rescue or recovery of an insured person who is missing or involved in an accident</b>. These costs are only insured where the operation is conducted on the instructions of an official authority, for example the police. In that case you must send us a statement by that authority. Without this statement you are not entitled to reimbursement. We pay a maximum of € 25,000 per event for search and rescue costs.</p>
Repatriation and evacuation	<p>If acutely medically necessary treatment is not possible in the country where the insured person is staying and this treatment cannot be postponed, we will reimburse the following <b>costs for repatriation and evacuation</b>:</p> <ul style="list-style-type: none"><li>• the costs of the patient's flight and accommodation;</li><li>• the costs of an accompanying person's flight and accommodation, if our medical advisor considers it necessary for the patient to be accompanied or in the case of children under 16;</li><li>• the flight costs for return travel to your home;</li><li>• the costs of flight and accommodation for children under 24 months, if we reimburse the mother's repatriation and the children are insured with us.</li></ul> <p>The following conditions apply to repatriation and evacuation:</p> <ul style="list-style-type: none"><li>• If you need to be repatriated, notify the OOM AssistanceCentre (see "What should you do if you have a claim?" in the general terms and conditions) as soon as possible. We only reimburse repatriation if you have obtained our authorisation in advance.</li><li>• The repatriation or evacuation must be medically necessary in OOM's opinion. This means that there must be a medical need for treatment that cannot be carried out in the country where the insured person is staying and cannot be postponed. <b>Note:</b> a fracture can be adequately treated in almost any country in the world. As a result, no right to reimbursement of repatriation will generally apply in that situation.</li><li>• The OOM Assistance Centre will decide whether a medical necessity applies on a case by case basis. Local social or hygiene conditions and risk of HIV infection do not constitute justification for reimbursing your costs.</li><li>• You may elect to be transported to the nearest hospital, a hospital in your country of origin or a hospital in the country where you reside. Satisfactory treatment must be available at this hospital.</li><li>• You must select the cheapest flight available. The costs of a scheduled or charter flight will be reimbursed at the rate applicable for tourist class travel.</li><li>• The costs of air ambulance travel will be reimbursed if the OOM Assistance Centre considers this method of transport to be necessary.</li><li>• You must select the cheapest possible accommodation. We will reimburse up to € 100 per day, to a maximum of € 2,000 per case.</li></ul> <p>If you take out SOS cover in combination with standard or extended health cover, the following terms apply:</p> <ul style="list-style-type: none"><li>• In the event of (essential) hospitalisation, we may repatriate you, the insured person, to a hospital in the country where you reside, as soon as this is medically safe. Even where it is not medically necessary.</li><li>• We only reimburse the cost of repatriation and evacuation if the medical treatment is covered by your insurance.</li></ul> <p>If you have only taken out SOS cover then the two terms above do not apply to you.</p>



<b>Transport of mortal remains</b>	<p>The costs of <b>direct transport of mortal remains</b> to the country of origin up to € 25,000 per event. We reimburse:</p> <ul style="list-style-type: none"> <li>• the cost of an inner coffin required by applicable regulations;</li> <li>• any other costs for the transport of mortal remains.</li> </ul> <p>The costs of carrying ritual ablutions, burial or cremation are not covered.</p>
<b>Special costs</b>	<p>We reimburse the following <b>special costs</b>:</p> <ul style="list-style-type: none"> <li>• The costs of any necessary change to a flight ticket due to an illness or accident occurring to the insured person while visiting the country of origin. We reimburse up to € 1,200 per event;</li> <li>• The costs of changing flight tickets for the other family members insured under this policy, if the illness or accident is life threatening. We reimburse up to € 1,200 per person per event;</li> <li>• Telephone costs incurred by an insured person in respect of a repatriation that we reimburse. We reimburse up to € 150 in telephone costs per repatriation.</li> </ul> <p>In the event of the life-threatening illness or death of an insured person who has SOS insurance with OOM we reimburse:</p> <ul style="list-style-type: none"> <li>• either the travel and accommodation costs of up to one person travelling from the country of origin;</li> <li>• or the travel and accommodation costs of up to one other insured person (a person who also has a current SOS insurance policy with OOM Verzekeringen) returning to the Netherlands at the same time due to the life-threatening illness or death.</li> <li>• We reimburse the costs of flight tickets and hotel accommodation up to a maximum of € 2,000 per event. The costs of meals, drinks etc. are excluded.</li> </ul>

## 8. Which costs do we reimburse under War and Kindred Risks cover?

War and kindred risks loss is damage or loss caused by armed conflict, civil war, civil disturbance, uprising, incitement or mutiny (see also "What do we mean by...?"). If you have health insurance and/or SOS insurance, you are automatically entitled to War and Kindred Risks cover. This allows you to submit claims for medical expenses and/or SOS costs as a result of war and kindred risk. The cover for healthcare costs from damage as a result of war and kindred risk is equal to the cover of your healthcare insurance.

The War and Kindred Risks cover does not cover the following situations:

- Costs as a result of you personally taking part in an armed dispute, civil war, civil disturbance, uprising, riot and mutiny. Unless, in doing so, you are protecting your own life or that of fellow sufferers.
- If your actions or manifestations mean you run the risk of punitive actions being taken against yourself.
- Damage caused by or arising from war and kindred risk occurring in the Netherlands.
- Should you suffer damage as a result of terrorism, we will reimburse the costs normally covered by your insurance under the terrorism cover (see "In which circumstances will we make a payment" in the General Terms and Conditions).

## 9. Which medical treatments and other costs are not covered by your OOM Studying in the Netherlands Insurance?

---

In the following situations we will not reimburse the costs of treatment due to illness or accident, unless explicitly stated otherwise on your policy sheet. We will not reimburse any costs in respect of:

- **Home medicine cabinet and/or over-the-counter medicines.** Costs of over-the-counter medicines, including when prescribed by a doctor.
- **Vitamins and dietary supplements.**
- **Medical examinations and certificates.** Costs for medical examinations and certificates for medical checks that are required to obtain a job or, for example, a driving licence, or suitability for a particular sport.
- **WLZ or WMO.** Costs of treatments or provisions that fall under the Dutch Long-Term Care Act (WLZ) or Social Support Act (WMO), such as home care, unless we explicitly mention them in these conditions.
- **Sterilisation and fertility.** The costs of sterilisation, treatment to reverse sterilisation and fertility examinations and tests.
- **Artificial aids and accessories.** The costs of artificial aids and accessories, unless explicitly mentioned in these terms and conditions. We do not reimburse the costs of spectacles, contact lenses and dentures.
- **Existing pregnancy.** Costs arising from a pregnancy that existed at the commencement date of the insurance.
- **Surrogacy.** Costs for pregnancy, childbirth and maternity care in the case of surrogacy. This also applies to unexpected emergencies.
- **Gender operations.** Cost of sex change surgery and associated costs.
- **Addiction care.** Cost of staying in an addiction treatment institution.
- **Preventive medicine.**
- **Drugs and alcohol.** The costs of medical treatment as a consequence of alcohol abuse or the use of medication, intoxicants, narcotics or stimulants other than on prescription.

The other situations in which there is no cover are described in Clause 5 of the general terms and conditions (part 1).

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation. In the case of any dispute, the original Dutch text shall prevail.

## Part 3 – Special terms and conditions for Package Insurance policy

This Package Insurance policy consists of travel insurance, household contents insurance, accident insurance, legal assistance insurance and third party insurance.

If the policy sheet states that you have taken out the Package Insurance policy and you have paid the premium on time, then you are entitled to the coverage described in these special terms and conditions. These clauses must be read in conjunction with the general terms and conditions.

## Travel Insurance

### What do we mean by?

---

#### Luggage

Everything you have with you or purchase during the trip for your own use. This includes any items that you send in advance, have sent after your departure or send back, in each case for the purposes of your trip. Luggage could include:

##### General:

- passports and other means of proof of identity, driving licences, vehicle registration documents, carnets and travel documents issued in name;
- prostheses, spectacles, contact lenses, hearing aids;
- non-motorised wheelchairs/disabled vehicles, prams and pushchairs;
- tools (not including a car jack) and spare parts, such as sets of spare car lights, fuses, and sparkplugs, and a fan belt;
- ski and luggage boxes, roof racks or other carrying racks, caravan mirrors and snow chains.

This also includes all parts, accessories and fittings.

##### Valuables:

- jewellery, watches and items consisting of precious metals, gemstones or pearls;
- audiovisual, audio appliances and computer equipment, including sound recording media and accessories;
- photo, film and video equipment and accessories.

##### Hobby and sport equipment, such as:

- remote-controlled scale models;
- golf, tennis and angling equipment;
- underwater sport equipment;
- ski, cross-country ski and mountaineering equipment;
- parachute, parasail and (delta-)hang glider;
- musical instruments and optical instruments, such as a binoculars or microscope;
- canoes, sailboards, inflatable or folding boats that are not suitable for outboard motors;
- bicycles and bicycle trailers.

This also includes all parts, accessories and fittings.

#### Current value

The value of an item at the relevant time. We determine this value on the basis of the purchase price and depreciation. The amount of depreciation depends on the age of the item and the average useful life of the item. In determining the current value, we also take into consideration the condition of the item and loss of value due to the regular appearance of new models.

#### First or second degree family member

- **First or second degree blood relatives:** your parents, children, grandparents, grandchildren, brothers and sisters.
- **First or second degree relatives:** parents, children, grandparents, grandchildren brothers and sisters of your partner and the partners of your parents, children, grandparents, grandchildren, brothers and sisters.

#### Housemate

A person registered in the civil registry at the same address as you.

#### Country of origin and domicile

- **Country of origin:** The country where you lived before going abroad or the country of which you are a national.
- **Domicile:** The place where you live. Generally, this place will be the centre of your daily life. We determine where you live on the basis of your legal, economic and social connection with a country and your connections with the country of origin.

#### Trip

Temporary stay somewhere other than your permanent residence.

#### Permanent residence

The address at which you are registered in the civil registry or the address where you were last registered before commencing your trip.

## 1. In which circumstances will we compensate your damage or loss?

---

We will only compensate damage or loss arising during the term of your insurance. The insurance remains in force for such time as any insured person has not yet returned to their permanent residence due to an essential extended stay elsewhere in connection with an insured event. No extra premium will be charged for this.

### Luggage

We compensate damage, theft and loss of your luggage and valuables during your trip. We will also compensate you for any loss at a time when your luggage is necessarily outside the permanent residence either immediately before or immediately after your trip. However, in these circumstances the insurance does not extend to your valuables.

We will only compensate loss or theft of luggage if it has not been recovered within four weeks from the time that you notify us of the claim.

### Unforeseen situations

If you have received approval from the ANWB Assistance Centre in advance, we will reimburse unforeseen expenses in the following situations:

- you have to return home due to the life-threatening illness or accident or the death of a first or second degree family member who is not a fellow traveller or a housemate who is not a fellow traveller;
- your house, household contents or company is severely damaged by an external incident and your presence is required in your capacity as owner, tenant or manager;
- your passport, identity document or visa is stolen or lost;
- you incur telecommunication costs following an event covered by this Travel Insurance.

**Note:** an excess applies

In the event of theft, damage or loss of your luggage, an excess of € 125 per event shall apply. For every claim relating to luggage, we will deduct the excess from the compensation amount that has been calculated. The excess for luggage does not apply to the cost of replacing locks following the loss of your house key or the purchase of replacement clothing and toiletries if a carrier has lost your luggage.

## 2. Which costs are covered by your Travel Insurance?

---

### Luggage

This insurance is a first loss insurance. That means that we compensate the damage or loss from theft, damage or loss up to a maximum of the insured amount without claiming underinsurance, even if the value of the insured items exceeds the insured sum.

<b>Luggage</b>	<p>We will compensate you for your luggage up to the current value with a maximum of € 1,600 per premium-paying insured person per insurance year or per insured period if you are insured for a shorter period. However, for the following luggage, including accessories, parts and fittings, the maximum compensation amount is as follows:</p> <ul style="list-style-type: none"> <li>• tools and spare parts for cars: € 250 for all the insured persons together;</li> <li>• prostheses, spectacles, contact lenses, hearing aids: € 250 per insured person;</li> <li>• jewellery, watches and objects made of precious metals, precious stones or pearls: € 250 per insured person;</li> <li>• audiovisual, audio appliances and computer equipment, including sound recording media and accessories, photo, film and video equipment and accessories: € 500 per insured person;</li> <li>• hobby and sports equipment: € 250 per insured person;</li> <li>• telephones and separate navigation equipment: € 250 for all the insured persons together.</li> </ul>
<b>Items purchased before or during the trip that you wish to give to others, such as gifts and souvenirs</b>	Up to € 250 per insured person.
<b>Sending luggage home</b>	We reimburse the cost of sending luggage back to your permanent residence if this is necessary following the insured event.
<b>Replacing locks following loss of house key</b>	50% of the costs of having new locks made, up to a maximum of € 150
<b>Replacement clothing and toiletries that you are have to purchase during your trip because a carrier has lost your luggage during transportation</b>	We will only compensate your loss if the luggage was not under your direct control because you had handed it over to the carrier. In that case, we will reimburse up to € 150 per insured person.

## Vehicle

Your Travel Insurance also covers damage to or theft of your luggage from a vehicle. We will compensate your damage or loss if:

- the luggage is contained in a properly mounted, securely closed ski box or luggage box. You will need to show evidence of forced entry. Valuables are not insured in this situation;
- you have secured bicycles to a bicycle carrier with an approved bicycle lock and a sturdy cable, U-shaped or chain lock;
- you have left the luggage including valuables unattended for less than 24 hours in the closed glove compartment or boot of a car or in a luggage area closed off with a parcel shelf or similar permanent fixture. The luggage may not be visible from outside the vehicle.

For vehicles that do not have a boot (for example, estate cars, caravans, campers or vans), we will compensate your damage or loss if:

- during the journey you have left the luggage unattended and out of sight in the vehicle for less than three hours. In this situation, your valuables are not insured;
- during your stay you have left the luggage including valuables unattended at an official campsite in a properly locked cupboard in a vehicle without a boot that you use as your accommodation. In this situation you will need to show evidence of forced entry.

If you leave your luggage unattended in the passenger compartment of a van, camper or estate car that does not have a lockable cupboard then your luggage is only insured if stored for less than 24 hours. In this situation, valuables are not insured.

In all other situations any luggage or valuables that you leave unattended on roof racks, bicycle racks or the like or in the passenger compartment of a vehicle are not insured.

### Unforeseen situations

<b>Death or life-threatening accident or illness of first or second degree family member or housemate who is not a fellow traveller</b>	We reimburse: <ul style="list-style-type: none"><li>• extra travel and accommodation costs for return travel to your permanent residence due to an accident, illness or death;</li><li>• travel and accommodation costs of continuing your holiday, if you return to the place you were originally staying within the intended duration of your trip or within 21 days after this.</li></ul>
<b>Damage to home, business premises or household contents</b>	We reimburse for you, your husband or wife and your children aged under 17 years: <ul style="list-style-type: none"><li>• travel and accommodation costs for return travel to your permanent residence due to severe damage to your home, business premises or household contents;</li><li>• travel and accommodation costs of continuing your holiday if you return to the place you were originally staying within the intended duration of your trip.</li></ul>
<b>Theft or loss of passport, identity document or visa</b>	We reimburse extra travel and accommodation costs incurred in order to reach the place where the replacement document is issued up to a maximum of € 450 per event for all insured persons combined.
<b>Telecommunication</b>	We reimburse all necessarily incurred telephone, internet or fax costs following events covered by the Travel Insurance: <ul style="list-style-type: none"><li>• for contact with the ANWB Assistance Centre: 100%;</li><li>• for contact with others: up to € 150 per event.</li></ul>

### Reimbursement of travel costs

In the case of an event listed in the above table of Unforeseen Situations, we reimburse the following travel costs:

- use of own vehicle: € 0.20/km;
- train: travel costs within Europe in the lowest class, including the cost of a sleeping compartment and the cost of additional public transport;
- other transport: up to a maximum of the cost of a scheduled flight in the lowest class and the cost of additional public transport.

**Note:** you must obtain our authorisation from the ANWB Assistance Centre before you travel.

This gives you the certainty that we will reimburse your travel costs.

For any insured person travelling outside their country of residence, we will reimburse travel to the permanent residence in the country of residence or the country of origin. For any insured person who is not travelling, we will reimburse travel to the country of origin. Where the table of Unforeseen Situations refers to a permanent residence, this is intended to refer to the country of origin. Unforeseen Situations are not insured in the country where an insured person has his domicile.

### Reimbursement of accommodation costs

We will reimburse up to a maximum of € 50 per insured person per day for accommodation, overnight stays and meals.

### Conditions:

- You must be able to provide bills as evidence of your expenditure on overnight stays and meals.
- We will apply a reduction of 10% due to saving on normal costs of living.

### 3. Which costs are not covered by your Travel Insurance?

---

In the following situations we will not reimburse your costs, unless explicitly stated otherwise on your policy sheet.

#### Luggage

- **Consequential loss.** Loss you incur as a consequence of theft, loss or damage of luggage, other than the theft, loss or damage of your luggage itself.
- **Carelessness.** Treating your luggage with care means that you use the safest storage place and take all measures to prevent theft, loss or damage.
- **Influences of nature.** Damage due to the gradual effects of wind, sun, temperature changes and other atmospheric influences.
- **Wear and tear, inherent deterioration or inherent defect.** Damage occurring as a result of wear and tear, an inherent deterioration or an inherent defect.
- **Superficial damage.** Scratches, scores, stains, dents and disfigurements. Unless the functional use of the article is affected.
- **Animals.** Injuries to, or loss or theft of animals.
- **Negligent storage.** If you leave your luggage and valuables unattended in the passenger compartment of your vehicle otherwise than as described in these terms and conditions or leave the luggage unattended on a roof rack, bicycle rack or luggage carrier.
- **Depreciation.** Damage or loss due to depreciation.
- **Skis.** Ski edges that come loose and damage to the surface of the skis.
- **Merchandise.** Damage to merchandise, samples and models.
- **Unprocessed precious metals and unmounted gemstones.** Damage to unprocessed precious metals and unmounted gemstones.
- **Items of value.** Objects that have artistic, rarity, collector's or antique value.
- **Motor boats, motor vehicles and campers and camping trailers.** This includes all standard equipment, parts and accessories, such as a panniers, awning or sun canopy and fuel.
- **Household items.** Items not intended for use during the trip.
- **Dental damage.** Damage to or loss of false teeth, crowns and bridges.
- **Cash, documents of a monetary value and cards with an electronic monetary value.** By this we mean, for example, telephone cards, cheques, bank and debit or credit cards and travel cards (OV-chip cards);

#### Unforeseen situations

- **Participating in a fight.** If you participate in a fight in which you are to blame.
- **Cost of delays.** Cost of delays caused by the method of transport you use, such as an aeroplane, ship, train, coach or public transport, being cancelled.
- **Loss of income.** Losses as a result of you not receiving income and the cost of transport and accommodation that you are unable to make use of.

The other situations in which there is no cover are described in Clause 5 of the general terms and conditions (part 1).



# Household Contents Insurance

## What do we mean by?

---

### Audiovisual appliances

Video, audio, receiving and transmitting appliances, such as stereo systems, mp3 players, televisions, video cameras, DVD players, video recorders and all types of computer equipment such as PCs, game computers, laptops and tablets. Including all associated peripheral equipment and accessories, such as CDs, DVDs and CD-ROMs.

### Costs incurred to minimise loss

The costs of measures you take during the term of the insurance to prevent or minimise immediately imminent loss as a result of insured events. This also includes the costs of damage to items you use in taking such measures, such as the damage to a blanket you use to put out a fire in your house.

### Lightning strike

Direct impact by atmospheric discharge on objects located in the building at the risk address.

### Forcible entry

Unlawful entry to a building with visible damage due to breakage of entry points such as doors and windows.

### Fire

Fire other than in a fireplace accompanied by flames and capable of spreading. The following do not constitute fire:

- singeing, scorching, melting, charring, fermentation;
- an electrical appliance burning out;
- an oven or boiler overheating, burning out or breaking.

### Current value

The value of an item at the relevant time. We determine this value on the basis of the purchase price and depreciation. The amount of depreciation depends on the age of the item and the average useful life of the item. In determining the current value, we also take into consideration the condition of the item and loss of value due to the regular appearance of new models.

### Household contents

All movable goods that you own and that form part of your private household, including personal jewellery and audiovisual appliances. The household contents must be located in, or attached to the building at the risk address stated on your policy sheet.

### Induction

A field of electrical charge in the atmosphere. This charge is the result of the high voltage of lightning and causes an induction current in cables and wiring and the appliances attached to them, which damages the appliances located within that field of charge.

### Personal jewellery

Jewellery, including watches, capable of being worn on or attached to your body and consisting entirely or partially of precious or other metals, stones, minerals, ivory, pearls, coral (including blood coral) or other such materials.

### New value

The amount necessary to purchase new items of the same type and quality.

### Explosion

By this we mean an explosion caused by a sudden severe forced expression of gases or vapours, with the following qualifications:

- If the explosion occurs inside a container, the pressure of the gases or vapours in the container must cause an opening in the container wall, resulting in the pressure inside and outside the container suddenly becoming identical.
- If the explosion takes place outside a container, the explosion must be the result of a chemical reaction.

It isn't irrelevant how the gases or vapours originated and whether they were present before the explosion or not.

**Note:** an implosion does not constitute an explosion.

Implosion is the opposite of explosion and occurs because the pressure outside the container is much higher than the pressure inside with the result that the wall ceases to be able to resist this pressure. It is irrelevant in this context whether the distortion occurs together with or is followed by a rupture.

### Clearance costs

The costs of demolishing, clearing, removing, dumping and destroying insured items not already included in the loss assessment following an event covered by the insurance. Clearance costs do not include any clean-up costs for reversing impairment or contamination to air, water or soil (environmental damage).

#### Power surge

A lightning strike in the vicinity causes electrical appliances to be temporarily subjected to excessively high voltage.

#### First loss insurance

Insurance under which OOM compensates the loss or damage up to a maximum of the insured amount without claiming underinsurance, even if the value of the insured items exceeds the insured sum.

#### Risk address

The building or part of the building that you use exclusively as a private residence, including ancillary buildings and private storage areas in apartment buildings, and where the insured items are located.

#### Storm

A wind speed of at least 14 metres per second (wind force 7).

## 1. How do we establish the extent of your damage or loss?

We have three methods for establishing the extent of the damage or loss. OOM determines which of these methods is used:

1. We establish the extent of the damage or loss in consultation with you.
2. Together with you we appoint a loss adjuster who establishes the extent of the damage or loss.
3. We appoint a loss adjuster and you appoint a separate loss adjuster. Together the two loss adjusters establish the extent of the damage or loss. Before doing so, they appoint a third loss adjuster. If they are unable to agree then the third loss adjuster establishes the extent of the damage or loss on the basis of the terms of the policy and the assessments by the other two loss adjusters. The loss adjusters can request specialist advisors to assist them.

**Note:** the fact of our establishing the loss amount (or arranging for this to be established) does not automatically mean that we will compensate your loss.

#### Providing cooperation

Cooperate fully with the loss adjusters to enable them to establish the correct loss amount. For example, provide them with information concerning the cause, the course of events and the extent of the damage or loss.

#### Fees and costs

Insofar as the damage or loss is insured, we will pay the fees and costs of the loss adjusters and the specialist advisors engaged by them. If your loss adjuster's charges are higher than those of our loss adjuster, we will assess whether the difference in costs is reasonable.

## 2. How do we determine the amount of compensation?

We compensate you for:

- The difference between the value of the insured items immediately before and immediately after the incident. Or we reimburse the costs of repair, if we determine that repair is possible. For the following items we base our calculation on the current value:
  - items for which the current value before the damage or loss is less than 40% of the new value;
  - items that you do not use for their intended purpose;
  - mopeds;
  - antique or rare items;
  - aerals and sunblinds.
- The costs incurred to minimise loss.
- The clearance costs.

### 3. What damage or loss is covered by your Household Contents Insurance?

The maximum insured amount is € 5,000.

<b>Household contents (other than personal jewellery and audiovisual appliances)</b>	This insurance is a first loss insurance. In the event of damage or loss, the compensation amount is limited to the maximum insured amount. Even if the damage or loss to the insured items exceeds the insured amount. That means that we compensate your damage or loss up to a maximum of the insured amount without claiming underinsurance.
<b>Personal jewellery</b>	Up to a maximum of € 300
<b>Audiovisual appliances</b>	Up to a maximum of € 800

If necessary in excess of the insured amount:

<b>Costs incurred to minimise loss</b>	Up to a maximum of € 5,000
<b>Clearance costs</b>	Up to a maximum of € 500

#### Insured events

Your Household Contents Insurance covers the following events:

- fire;
- explosion;
- lightning strike;
- power surge/induction caused by lightning discharge;
- storm;
- collision with an aircraft or spacecraft that is taking-off, flying, landing or crashing to the ground or with an object that has detached from or fallen out of the craft;
- burglary or attempted burglary, theft or attempted theft, where the perpetrator has broken into the building or attempted to do so by forced entry from outside (with visible damage). This cover does not apply if the burglar was shut in;
- violent robbery or extortion at the risk address;
- vandalism after the perpetrator has broken into the building. This cover does not apply in respect of buildings (or parts of buildings) that are no longer in use.

If the insured item itself is affected by an insured event, we will compensate the direct physical damage to the insured item or the loss of the insured item up to the insured amount. If the damage or loss is caused by a defective property of the insured item itself then we will still compensate the resulting damage. We will not compensate the damage to the insured item with the defective property itself.

**For example:** a coffee machine that overheats due to a defective property of the machine itself.

The overheating then causes a fire in the kitchen. We will not compensate the damage to the coffee machine itself. We will compensate the fire damage to the kitchen.

Finally, we will compensate the damage caused to an insured item as a result of an item that is not insured being affected by an insured event. For example, the damage caused by a tree that blows down during a storm.

## 4. What damage or loss is not covered by your Household Contents Insurance?

---

- Cash, documents of a monetary value and cards with an electronic monetary value. By this we mean, for example, telephone cards, cheques, bank and debit or credit cards and travel cards (OV-chip cards);
- Unprocessed precious metals and unmounted gemstones;
- Postage stamp and coin collections.

The following situations are also not covered by this insurance:

- **Earthquake or volcanic eruption.** If the damage or loss occurred during or within 24 hours following an earthquake or volcanic eruption. Unless you are able to prove that the damage or loss was not caused by the earthquake or volcanic eruption.
- **Flood.** If the damage is caused by the collapse or overflowing of dykes, embankments, locks, riverbanks or other water defences, regardless of whether this was caused by a storm. This exclusion does not apply if a flood causes a fire or explosion.
- **Environmental damage.** The insurance does not cover the costs of reversing any contamination of the soil, surface water and/or any watercourses, underground or otherwise. By 'reversing' we mean investigation, cleaning, removal, transport, storage, destruction and replacement of the soil and/or (ground) water and isolation of a contamination.

The other situations in which there is no cover are described in Clause 5 of the general terms and conditions (part 1).

# Personal Accident Insurance

## What do we mean by?

### Permanent disability

Permanent complete or partial loss of (or loss of use of) an insured person's body part or organ.

### Accident

Sudden and direct external assault causing you physical injury capable of being identified by medical means. This also includes:

- severe poisoning, not caused by pathogens, medication, recreational drugs, intoxicants, narcotics or stimulants;
- infection by pathogens as a result of an insured person falling into water or another substance unintentionally or entering the same in order to rescue another person or an animal;
- complications and worsening of injury suffered in the accident as a result of receiving first aid or another necessary medical treatment;
- wound contamination and blood poisoning as a result of an accident covered by this insurance;
- substances or objects (not pathogens) entering an insured person's body involuntarily;
- asphyxiation, drowning, sunstroke, heat stroke, frostbite, burns, chemical burns, lightning strike and electrical discharge;
- exhaustion, starvation, death from dehydration and sunburn as a result of a catastrophe;
- sudden sprain, dislocation and tearing of muscle and ligaments. The nature and location of such an injury must be capable of being identified by medical means.

## 1. In which circumstances will we make a payment?

We will make a payment in the event of death or permanent disability as a result of an accident. It does not matter whether you have suffered damage or loss or incurred costs, all that matters is whether death or permanent disability has occurred as a result of an accident.

We will only make a payment if the accident occurred during the term of the insurance.

The general terms and conditions frequently refer to reimbursing damage, loss or costs.

With respect to personal accident insurance, this is intended to refer instead to making a payment under the insurance.

## 2. Which situations does your Accident Insurance cover?

### Death

If an insured person dies directly and solely as a consequence of an accident, we pay the amount insured for death. The amount insured is € 10,000. If the insured person previously received a payment for permanent disability resulting from the same accident, the amount paid on death will be reduced by this amount. If the amount already paid for permanent disability exceeds the amount for death, you do not need to make any repayment.

### Permanent disability

If an insured person is permanently disabled we pay the insured amount or a percentage of the insured amount. The permanent disability must be directly and solely caused by an accident. The insured amount is € 75,000.

If you suffer partial loss (or loss of use) of one of the body parts or senses described below, we will pay a proportion of the percentage set out in the table below.

Arm or hand	75%	Big toe	8%
Thumb	25%	One of the other toes	3%
First finger	15%	Hearing in one ear	25%
Middle finger	12%	Hearing in both ears	60%
Third finger or little finger	10%	Sight in one eye	35%
Leg or foot	70%	Sight in both eyes	100%

**For example:** You are insured for the sum of € 75,000. Following an accident, a doctor certifies that you have permanently lost 60% of the use of your leg. Your payment would then be calculated as follows: € 75,000 (the amount insured) x 70% (the payment percentage for disability of a leg) x 60% (the proportion of permanent disability of the leg) = € 31,500. In this situation you would therefore receive a payment of € 31,500.

### Conditions

- If you are permanently disabled with respect to a body part that is not mentioned above, we will pay a percentage of the amount insured equal to the degree of disability caused to your body as a whole as a result of the injury. In calculating this percentage, we will not take your occupation or other activities into consideration.
- We determine permanent disability on the basis of the loss (or loss of use) of the affected body part. In doing so, we do not take into consideration any external artificial aids and accessories that enable you to function more fully. However, we do take into consideration any internal artificial aids and accessories that enable you to function more fully.
- We never pay more than the amount insured for disability, even if an insured person is involved in more than one accident.
- If the consequences of the accident worsen due to illness or a physical or mental defect, the amount already paid will be unaffected.
- If the insured person dies due to a reason other than the accident and has not yet received any payment for disability, we will make a payment of the amount to which the insured person was entitled following the accident. In such a case, we do require that it can be medically established to what extent they could reasonably have been expected to be permanently disabled following the accident if they had not died.
- If you are already permanently disabled prior to an accident and the accident exacerbates your condition, we will make a payment corresponding to the difference between the degree of permanent disability before and after the accident.
- We determine the degree of permanent disability at such time as the insured person's condition is no longer considered to be subject to change. In all cases, this determination will be made no later than two years after the accident.

### Motorbike or scooter accident

If you are involved in an accident when riding or as a passenger on a motorbike or scooter with a capacity of 50cc or more, the maximum payment we will make, for either death or permanent disability, is 25% of the amount insured. If you were not wearing a helmet at the time of the accident, the maximum payment we will make is 10% of the amount insured.

### Sport

Accidents occurring while practising recreational sports (including winter sports) are insured. For example, cross-country skiing, underwater sports and other common sports, such as tennis or football. The clause below sets out the sports that are not covered by your Personal Accident Insurance.

### 3. Which situations are not covered by your Personal Accident Insurance?

---

In the situations described below, you are not entitled to a payment under this insurance unless explicitly stated otherwise on your policy sheet.

- **Hernia.** Abdominal hernia or slipped disc (herniated nucleus pulposus).
- **Psychological condition.** We do not recognise a psychological condition as an accident.
- **Drugs.** If you are involved in an accident while under the influence of alcohol, medication, intoxicants, narcotics or stimulants, other than those prescribed by a doctor.
- **Aircraft.** If you are in, on or attached to any aircraft, other than as a passenger in an aeroplane in use for civil aviation.
- **Professional sport.** An accident in the course of your occupation or secondary occupation as a professional (or semi-professional) sportsperson.
- **High-risk sports.** An accident while engaging in a high-risk sport. For example:
  - **Various winter sports**, such as bobsleighbing, boat skiing, mogul skiing, firn blättern, extreme firn skiing, glacial speleology, off-piste glacier skiing, glacier hiking, heli-skiing, climbing, off-piste skiing, para-skiing, Rennfiggl, skeleton, ski-alpinism, ski-bobbing, figure ski jumping, skijoring, ski jumping, ski safari, ski-flying, ski-sailing, snorkel skiing, snow scooter, snowshoeing, speed races, speed skiing, surfski, deep-snow skiing, ski mountaineering, wind weapon, wisbi, ice climbing and climbing frozen waterfalls.
  - **Mountain sports**, such as abseiling, speleology, mountain and rock climbing, canyoning, downhill racing and biking, via ferrata, mountain biking in caves, sport climbing without safety restraints and yetiballing.
  - **Water sports**, such as cave-rafting, cliff-jumping, free diving, cave diving, hot dog, hydrospeed, jet-boating, jet-skiing, kayaking (in the categories difficult and upwards), kite-surfing, powerboating and offshore racing, rafting, river trekking, ski boat, solo sailing with the exception of inland waterways, competition sailing at sea, white water rafting, wreck diving and sea canoeing.
  - **Air sports**, such as base jumping, bungee jumping, catapulting, death-ride, delta-flying, fly by wire, jumping in formation, hang-gliding, parachute jumping (including tandem jumping and duo jump), paragliding, parapenting, parasailing, skydiving, parachuting, sky surfing, stunt flying and ultra-light flying.
  - Taking part in and training for **races involving land or sea vehicles**, in which speed is the dominant element.
  - **Other sports**, such as cat crawling (without safety harness), dangerous sports such as big game hunting, Eastern martial arts and other contact sports, such as boxing, wrestling, indoor wall climbing, kite buggy, motor cross, rugby, speleology, sand boarding and trial riding.

This is not an exhaustive list. Accidents while participating in other high risk sports are also excluded from cover.

- **High risk occupation.** An accident in the course of an occupation with an increased risk of accidents, such as tree feller, circus artiste, roofer, diver, window cleaner, woodworker, slaughterman or fisherman.
- **Suicide.** Suicide or complications as a result of an attempted suicide.
- **Fighting.** If you are involved in a fight. This exclusion does not apply to insured persons under the age of 14. If you can prove that the accident resulted from legitimate self-defence, you will be entitled to a payment under this insurance.
- **Recklessness.** Accidents in the course of a risky undertaking, deliberately and recklessly endangering life and limb, except where necessary in carrying out the insured person's occupation or to rescue a person or animal, or in legitimate defence of yourself or others.
- **Natural disaster.** If the damage or loss is caused by an earthquake, flood or volcanic eruption.

The other situations in which there is no cover are described in Clause 5 of the general terms and conditions (part 1).

# Legal Assistance Insurance

## What do we mean by?

---

### ARAG

We use ARAG to refer to ARAG SE. ARAG is the insurance company that deals with claim processing on behalf of OOM Verzekeringen in the event of a legal conflict and if necessary organises the advance of a bond.

ARAG is registered with the Netherlands Authority for Financial Markets (AFM) with registration number 12041118. ARAG SE has its registered office in Dusseldorf, Germany. Its head office in the Netherlands is in Leusden. Contact details for ARAG are set out in "What should you do if you become involved in a conflict?"

### Mediation

A form of conflict resolution with the aid of an independent, expert mediator.

### Legal assistance

Legal advice to prevent or resolve a conflict (or potential conflict). This also includes representing your legal interests if you have become involved in a conflict, by:

- conducting a defence, in or out of court, against civil claims or criminal charges;
- issuing claims, in or out of court, or submitting and defending notices of application or objection on your behalf;
- enforcing judgments, determinations or arbitral awards.

## 1. Who are the insured persons?

---

This description extends further than that given in the general terms and conditions. The description below takes priority.

- The persons for whom this insurance has been taken out. These are listed as insured persons on the policy sheet.
- Your next of kin are only insured if they are entitled to claim a payment to cover living expenses following an event for which your next of kin are entitled to legal assistance under the insurance.
- If you recover losses from a third party who has legal liability following a road traffic accident, then there are additional insured persons, being any persons seated in your vehicle and any persons driving your vehicle with your permission. They also have entitlement under your Legal Assistance Insurance.

## 2. Where is your Legal Assistance Insurance valid?

---

Your insurance is valid anywhere in the world. However, you are only entitled to legal assistance if have the right to bring a case before the court of the relevant country and the law of a country in which the insurance is valid applies. The coverage area of the Flight Claim Service applies for the European Union.



### 3. What requirements must always apply to the conflict before you can receive legal assistance?

You will be given legal assistance if you need help with a conflict. This must be a conflict for which you are insured with ARAG. The conflict must satisfy a number of requirements before they can help you:

- You did not know when you took out the insurance that you would become involved in a conflict. And you could not have known at that time that you would become involved in a conflict. Or you did not know you would become involved in a conflict when you took out an extra category of insurance and could not have known this at that time.
- There is always a time when a conflict arises. But before these things happen that lead to the conflict. Those are the events. ARAG regards the first of those events as the cause of the conflict. Their requirement is that you had already taken out this insurance or the extra category and the first event only occurred after that time.
- The first event and the conflict both have to occur after the insurance commenced. And before the end date. Only then will ARAG give you legal assistance.

#### Is there actually a conflict?

It is not always clear whether there is actually a conflict. For example, if ARAG does not know what caused your damage or loss. Or who is responsible for an event. In that case ARAG is entitled to ask you first to prove that there is a conflict. You do this with an expert report. This must make it clear what happened, why it happened, what the consequences are and who caused the conflict. If ARAG is able to help you on the basis of that expert report then they will reimburse the cost of one expert report at that stage. Those costs must be reasonable.

### 4. What should you do if you become involved in a conflict?

If you become involved in a conflict or think that you are going to become involved in a conflict with which you may need ARAG's assistance, you should report this to them **immediately**. Even if you are not sure yet whether you will actually become involved in that conflict. It is very important that ARAG is able to assess your conflict as soon as possible.

You can contact the ARAG ServiceCenter. Be ready to quote your policy number. The legal assistants at the ServiceCenter will discuss the problem with you and advise you on the best course of action. If necessary, they will ask you to report the matter to ARAG in writing. The contact details are set out below.

#### By telephone

The ARAG ServiceCenter can be contacted daily from 8.30 a.m. to 5.30 p.m. (Dutch time) by telephoning +31 (0)33 4 342 342.

#### By email

You can send an email to [servicecenter@arag.nl](mailto:servicecenter@arag.nl). Send electronic copies of all relevant documents.

#### Via the website

You can also report a matter online by going to [www.arag.nl](http://www.arag.nl) and clicking on "Make a report". Send electronic copies of all relevant documents.

The ARAG ServiceCenter will inform you about how the matter will be dealt with. If you need to report a matter in writing, please follow the instructions below. This will enable ARAG to deal with the matter as quickly as possible.

- **Road traffic matter (dispute following a road traffic accident)**

Form: a copy (or photocopy) of the European Accident Report Form

Send to: F.A.O. Schadeadministratie, ARAG Rechtsbijstand, P.O. Box 230, 3830 AE Leusden, The Netherlands

- **Legal matter**

Form: the OOM Legal Assistance Insurance Claims Reporting Form

Send to: F.A.O. Schadeadministratie, ARAG Rechtsbijstand, P.O. Box 230, 3830 AE Leusden, The Netherlands

You can contact OOM to obtain a copy of the ARAG claims reporting form or download the form from our website [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl).

### **What information does ARAG want from you?**

ARAG wants you to provide all information that is important in assessing and dealing with your conflict.

Only when ARAG has this information they can help you properly. They may also ask you for extra information or evidence. You should only send them copies of documents. Keep the original documents yourself.

## **5. What action will ARAG take if you ask for assistance?**

---

What will happen after you report a conflict? The steps ARAG takes are listed below. Then they explain a number of steps.

### **The steps:**

- They first check whether you are insured for the conflict.
- They telephone or email you within two working days to let you know. In special circumstances this may take longer.
- If you are insured for your conflict, then they discuss with you how they will deal with the conflict. They talk to you about how they view the conflict and together you prepare a plan of how they will deal with the conflict. They can still change this plan at a later stage if necessary.
- The person dealing with your conflict discusses with you the prospects of success.
- If the cost of ARAG's assistance is too high when compared with the sum of money involved in your conflict, ARAG may decide not to deal with your conflict but to reimburse your loss or damage. After this, you are no longer entitled to legal assistance with your conflict.

### **What assistance will you receive??**

You will receive assistance from one of ARAG's legal specialists. You give this legal specialist the power to:

- Represent you in the conflict.
- Negotiate on your behalf with the other party.
- Start legal proceedings if necessary.
- Defend you against the other party's claims.

If you and the legal specialist dealing with your conflict do not get on, don't worry. You can always ask ARAG to put someone else in charge of dealing with your conflict.

### **When will you receive assistance from a legal specialist not employed by ARAG?**

In some cases you can choose your own lawyer. Or another expert who is allowed by law to assist you.

The following rules apply:

- ARAG engages this legal specialist. You are not permitted to do this yourself.
- ARAG will only engage one legal specialist not employed by ARAG for each event.
- If your conflict is in the Netherlands, you may only select a legal specialist who is registered in the Netherlands and has his office in the Netherlands.

- If your conflict is in another country, you may only select a legal specialist who is registered and has his office in that country.
- ARAG wants to keep informed of progress so that they can monitor the costs and the result. The easiest way for you to do this is for you to give the legal specialist permission to keep them informed.
- If your conflict is being dealt with by a legal specialist not employed by ARAG you can no longer be elected to be assisted by an ARAG employee. Not even if you have a conflict with the legal specialist who does not work for ARAG.

In the following two situations you may choose your own legal specialist. You will need ARAG's prior permission and they will engage this legal specialist.

1. If it is necessary to conduct court or administrative proceedings.
2. If you report a conflict for which you want ARAG's assistance and that conflict is insured with them according to their rules, but the other party to the conflict reports the same conflict to ARAG, is also insured under those rules and also wants ARAG's assistance. In that case, they have a conflict of interest.

## 6. What is the maximum amount ARAG will reimburse?

- a) ARAG will pay all the costs of assistance from their own legal specialists. They have specialists in every area of law, so you will always have an excellent specialist dealing with your conflict. Their specialist will remain involved with your conflict from start to finish.
- b) ARAG will also reimburse a number of other costs. These costs are described in 'What are the other costs?' later in this clause. The maximum amount that they will reimburse for all these costs together is € 12,500. This maximum amount applies for each event.

**Note:** in the following situations a different maximum amount applies.

- If you are not required by law to engage a lawyer for court or administrative proceedings but you decide to engage an expert not employed by ARAG:
  - From the day that you select an expert not employed by ARAG a different maximum amount will apply for the entire conflict, for all costs together. This maximum amount is € 6,000.
  - In that case you will pay a contribution to the costs in advance. This contribution is € 250.
- For assistance in the category Road Traffic Accidents no maximum amount applies if the event occurs in the Netherlands.

**Note**

- If several events are related, the maximum amount applies for all events taken together.
- ARAG will never reimburse more than the sum of money involved in the conflict.

### What are the other costs?

ARAG will pay the following costs of legal proceedings, mediation or a legal specialist not employed by ARAG.

#### Costs of a legal specialist or expert not employed by ARAG

- The legal specialist must be someone authorised under the legal rules to give you legal assistance. These costs must be normal, usual and, in particular, reasonable.
- The costs of one expert whom ARAG engages on your behalf.

#### Costs of mediation

- Your part of the costs for mediation. Mediation is a method of resolving a conflict without going to court. A mediator mediates between you and the other party.

### Costs of court proceedings

- Travel and accommodation costs that you have to incur because you have to attend court in another country in person. These costs must be reasonable.
- Costs that you have to pay to the court for your court case.
- Costs of witnesses and experts you have called.
- The other party's costs in a court case. But only the part of these costs that the court orders you to pay. If the court orders the other party to pay the costs of the court case, this money will be paid to ARAG and not to you.
- Costs of enforcing a court judgment if the other party does not do what the judgment says of their own accord. But only in the first five years after the court has given judgment.

## 7. Which costs are covered by your Legal Assistance Insurance?

You are insured for legal assistance if you have a conflict.

<b>Road Traffic Accident</b>	<p>You are entitled to legal assistance if you participate in road traffic and have a conflict due to the occurrence of one of the following events:</p> <ul style="list-style-type: none"><li>• Someone makes a road traffic error with the result that you incur damage or loss or become injured.</li><li>• If you are prosecuted for causing death or bodily harm due to negligence, we will give you immediate legal assistance.</li></ul>
<b>Assistance for redress</b>	<p>You are entitled to legal assistance if someone has carried out an unlawful act against you. This is where someone does or omits to do something with the result that you suffer loss or damage. Or where someone threatens such action.</p> <p>For loss or damage arising in the context of a contractual relationship, ARAG only provides assistance for redress where there is a contractual conflict (see Contractual legal assistance).</p>
<b>Criminal law assistance</b>	<p>You are prosecuted for causing death or bodily harm due to negligence.</p> <p>If you are prosecuted for another criminal offence, you will not receive legal assistance. This also applies to criminal offences dealt with under administrative law. However, in the following situations ARAG will pay you back the costs you have incurred for legal assistance:</p> <ul style="list-style-type: none"><li>• the court gives an irrevocable verdict of "not guilty";</li><li>• the court gives you an irrevocable discharge with respect to all the offences;</li><li>• the public prosecutor decides not to pursue the case.</li></ul> <p><b>Note:</b> if this occurs, you must report it within one month following the decision of the court or the public prosecutor. In this situation, ARAG can still claim back the costs of legal assistance from the State. If you report it too late, ARAG will not reimburse your costs.</p>
<b>Contractual legal assistance</b>	<p>ARAG provides legal assistance for:</p> <ul style="list-style-type: none"><li>• disputes arising from any agreement to tow or repair a vehicle you own;</li><li>• disputes arising from any transport agreement you have entered into;</li><li>• disputes arising from any agreement you have entered into with respect to a journey.</li></ul> <p>You will not receive legal assistance for contractual disputes concerning any other products or services. Nor will ARAG provide legal assistance in respect of the purchase or sale of real estate.</p>

<b>Flight Claim Service</b>	<p>ARAG Flight Claim Service helps you obtain compensation for delays, cancellations, ticket changes or denied boarding. Using the tool on the website <a href="https://flightclaim.com">https://flightclaim.com</a> you can find out in a few seconds whether you may be entitled to compensation. You only have to fill in your flight number, the date and your email address. The tool will then check the following information immediately:</p> <ul style="list-style-type: none"> <li>• Was your flight cancelled or delayed for more than 3 hours?</li> <li>• Is this flight covered by the European regulations?</li> </ul> <p>If these requirements are satisfied then in principle you are entitled to compensation. The tool also checks the amount you are entitled to. For flights:</p> <ul style="list-style-type: none"> <li>• up to 1500 km: € 250</li> <li>• within the EU over 1500 km: € 400</li> <li>• outside the EU between 1500 and 3500 km: € 400</li> <li>• outside the EU more than 3500 km delayed between three and four hours: € 300</li> <li>• outside the EU more than 3500 km delayed more than four hours: € 600</li> </ul> <p>After you have completed all the required fields you will receive an email almost immediately confirming whether you may be entitled to compensation and the amount you can claim.</p> <p>If you may be entitled to compensation and you register the claim fully, your claim will then be assessed further in accordance with the applicable terms, which can be viewed at <a href="https://flightclaim.com/nl-nl/recht-op-vergoeding">https://flightclaim.com/nl-nl/recht-op-vergoeding</a></p>
<b>Surety</b>	<p>If you have a conflict with a foreign government and are required to pay a financial deposit for this, then for conflicts that are insured with ARAG the following applies:</p> <ul style="list-style-type: none"> <li>• ARAG will lend you the amount of the deposit.</li> <li>• ARAG will agree our terms with you.</li> <li>• ARAG will lend you up to a maximum of € 12,500. You must pay this money back to us.</li> <li>• You do not have to pay us any interest.</li> </ul>

## 8. Which costs are for your own account?

---

ARAG does not reimburse the following costs:

- Costs incurred by the other party otherwise than in the course of the court proceedings (out-of-court costs). Even if you have to pay these costs.
- Costs that you are able to recover from another person, for example the government or another insurer. This does not apply if you are entitled to government-subsidised legal assistance.
- Any fines or penalties that a court orders you to pay.
- Any sales tax that you pay for legal assistance and you are able to set off against the sales tax you pay for other goods or services.
- Any extra remuneration that you agree to pay to a legal specialist if he wins your case.

### Sometimes not all costs are reimbursed

In some cases ARAG will not reimburse all your costs:

- If not all aspects of your conflict are insured, ARAG will pay you the part that is insured.
- If other parties also have an interest in your conflict being resolved, ARAG will pay your share of the total costs. This is not affected by whether those other parties also join in your case.

## 9. In which situations are you not entitled to legal assistance?

---

- **Reporting too late.** If you report the conflict at such a late stage that this results in the costs of dealing with your conflict being higher than necessary or in the solution becoming more difficult than was necessary. If you report your conflict later than one month after this insurance terminates, you will no longer be entitled to any assistance from ARAG.
- **No permission.** If you ask someone else, for example a lawyer, to assist you with your conflict and you have not asked ARAG for permission.
- **Incorrect information.** If you provide incorrect information.
- **Insufficient cooperation.** If you do not give ARAG all the assistance or information that they need from you to be able to assess or deal with your conflict.
- **Value under € 450.** If your conflict involves an amount of € 450 or less. In calculating this amount ARAG does not count any interest or collection costs. No minimum amount applies for road traffic and criminal law matters.
- **Tax law.** If the conflict relates to or involves tax law. This includes import tax, excise duties, levies, charges and other dues.
- **Legislation and rules.** If your conflict has to do with you disagreeing with government legislation or rules. This includes current and future rules and legislation.
- **Debts.** If your conflict has to do with you being unable to pay a debt. For example:
  - Someone applies for a declaration that you are bankrupt.
  - You are granted a suspension of payments (surseance van betaling).
- **Unlawful action.** If your conflict has to do with something you did or omitted to do and you knew or could have known that you would become involved in a conflict due to this and that you would need legal assistance as a result.
- **Unauthorised driver.** If you drive a vehicle when not authorised to do so, for example because your blood alcohol level exceeds the permitted level or you are under the influence of drugs, or if you participate in speed or agility contests. No cover applies if you use a vehicle for work purposes, for example as a taxi or to give driving lessons.
- **Used motor vehicles.** If you have a conflict concerning a second hand car or other second hand motorized vehicle and you have purchased the vehicle without warranty from the Dutch motoring organization BOVAG or a written guarantee from an authorised dealer.

- **Asset management.** If your conflict involves asset management. For example shares, options, bonds, deposit accounts or securities. Or contracts relating to the same. For example if you have been given the wrong advice or misled by an advisor.
- **Games of chance and competitions.** If your conflict involves a game of chance or competition.
- **Profession or business.** If your conflict involves something you do in the context of your profession or business or while doing something else to earn income except in the course of employment.
- **Company director.** If your conflict concerns a situation in which you are involved in your capacity as a director appointed under the articles of association of a company.
- **Improper management.** If your conflict involves your role as a director of a company, foundation, association or another legal entity and the other party alleges that you have acted improperly as a director.
- **Assignment.** If you become involved in a conflict that you were not originally involved in, for example because you have taken over a debt or claim from someone else. This can occur if you receive a legacy or because you have given a guarantee for someone else. A debt is money that you still need to pay to someone or something else that someone is still entitled to. A claim is money that someone still needs to pay to you or something else that you are still entitled to.
- **Intended consequence.** If you require legal assistance in respect of an intended or foreseeable consequence of your own action or omission.
- **Terms of insurance.** If the conflict concerns the terms of the insurance in this agreement, such as the coverage or premium.

This insurance does not provide cover in the following situations either:

- **Natural disaster.** If the damage or loss is caused by an earthquake, flood or volcanic eruption.
- **Industrial or intellectual property.** If your conflict involves industrial or intellectual property rights, such as copyright or patent rights.
- **Misleading information.** If you or another person entitled to payment under this insurance deliberately misleads ARAG by failing to inform them or misinforming them regarding any fact or circumstance, except in cases where the misleading information does not justify this exclusion.
- **Incorrect representation of events.** If you represent events incorrectly or give an account that is damaging to ARAG's interests, unless this incorrect representation is not sufficiently material to justify the exclusion. However, they will restrict your right to payment under this insurance. If a payment has already been made, they will claim their losses from you. If you deliberately represent events incorrectly in order to mislead ARAG, you will not be entitled to any reimbursement of costs.

## 10. What can you do if you do not agree with the way your case is handled?

Dealing with your conflict properly is important to ARAG. In spite of this, it is possible that you may not agree with them regarding the legal steps they wish to take. Or they may consider that the result you wish to achieve does not have a reasonable prospect of success. If after consulting together ARAG is unable to reach agreement with you, the situation will be handled as follows:

- ARAG will prepare a letter in consultation with you, setting out exactly what your position and their position are.
- ARAG will request the President of the local Bar Association to nominate an adjudicator. This person will always be an independent lawyer.
- ARAG will send the letter setting out your position and our position to the adjudicator. They will also provide him with all relevant information to be able to assess our difference of opinion.
- The adjudicator will use this information to decide who is right. He is not allowed to use any new information to reach his decision.
- Whatever the adjudicator decides, you and ARAG are bound by his decision. ARAG pays the adjudicator. These costs do not count towards the maximum amount that they reimburse to you.

**If the adjudicator agrees with ARAG**

If the adjudicator finds that ARAG is right, or mostly right, there are two options:

1. We deal with your conflict as we originally proposed.
2. You wish to handle the conflict the way you believe is right. You pay the costs of doing so yourself.

If you ultimately achieve the outcome you wanted by following your approach and this result is final, ARAG will still reimburse you for the costs for which you are insured with them.

**If the adjudicator agrees with you**

If the adjudicator finds that you are right, or mostly right, ARAG will deal with your conflict as the adjudicator has advised. If they engage a lawyer for the further handling of the case to a lawyer, you may select the lawyer yourself. You are not allowed to choose the adjudicator or any other member of the same law firm.

**If you disagree with a legal specialist not employed by ARAG**

Perhaps ARAG has engaged a legal specialist to deal with your conflict who is not employed by ARAG.

It is also possible that you may disagree with him on the legal steps he wishes to take in your conflict.

Or he may consider that the result you wish to achieve does not have a reasonable prospect of success.

If you are unable to reach agreement with him, the situation will be handled as follows:

- You are entitled to engage a different legal specialist. You pay this person yourself.
- If you ultimately achieve the outcome you wanted by following your approach and this result is final, ARAG will still reimburse you for the costs for which you are insured with them.

**Other complaints**

The general terms and conditions explain the action you should take if you have any other complaint regarding the services of OOM Insurances.



## Third Party Insurance

### What do we mean by?

---

#### Care

**custody or control:** Items that are in your possession but do not belong to you. For example, items you have borrowed or rented from someone.

#### Joyriding

By joyriding we understand driving in someone else's motor vehicle, without that person's permission. It is not the intention to steal the motor vehicle.

#### Damage or loss

To individuals: injury or damage to health, whether or not resulting in death, and damage or loss arising as a result.  
To items: damage, destruction or loss of items belonging to someone other than yourself, and the damage or loss arising as a result.

### 1. Is this insurance also valid for work?

---

No, you are insured as a private individual. That is why this insurance is not valid for liability in connection with running a company, practising a profession or paid (manual) labour. The liability of your children is also covered if they carry out paid or unpaid work, for someone other than yourself or your direct family, during their holiday, in their free time or for their studies as an intern.

The Third Party Insurance for your children does not apply if it is covered by other insurance. Your child's employer may not claim against your child on your Third Party Insurance. This also applies to the employer's heirs and to anyone who has taken over the employer's rights.

### 2. What is the insured amount?

---

The maximum amount we will reimburse per event and for all the insured persons combined is € 1,250,000. In addition we will also reimburse:

- the costs of legal proceedings which are carried out with our approval or on our instruction and legal assistance provided on our instruction or on the instruction of the party handling the claim on our behalf;
- statutory interest on the insured part of the principal.

### 3. How do we process your damage or loss?

---

We have the lead in the claim settlement and if civil proceedings are brought against you. We are entitled to pursue compensation for damage or loss without your permission. But if someone other than yourself claims for damage or loss for which you are liable and the amount of this damage or loss is higher than the insured amount, we will first discuss with you before we settle.

At our request, you are obliged to transfer all rights you may have towards another person with respect to the damage or loss to us in writing.

## 4. Which situations does your Third Party Insurance cover?

We reimburse the damage or loss incurred by a third party for which you are liable, if the damage or loss has arisen or has been caused during the term of your insurance. The following specific situations are covered:

<b>Mutual liability between insured persons</b>	<p>If the insured persons cause damage or loss in relation to each other, then the liability is only insured for damage or loss to persons. This only applies if the liability is covered elsewhere. For example by another insurance, by legislation or other provision.</p> <p>We only make reimbursement if the damage or loss is claimed by the injured party (a natural person) who was directly involved in the event, or their assignee.</p>
<b>Pets</b>	<p>If your pet or other animal causes damage for which you are liable, we will reimburse the damage or loss. If you keep the pet or animal in the context of your work or business, then we will not reimburse the damage or loss.</p> <p>Your liability is also insured if your pet or animal causes damage or loss to someone who is looking after it at the time. If the person is looking after the animal in the context of their work or business, your liability is not insured.</p>
<b>Immovable goods</b>	<p><b>Owner of a building/houseboat</b></p> <p>If a building you own causes damage or loss for which you are liable, then this is also insured. This includes for example roof tiles that blow off and fall on the neighbour's car. Houseboats and outbuildings are also covered. The stipulation is that you inhabit the building or houseboat. If you rent out part of your building/outbuilding or houseboat, your liability is also insured.</p> <p><b>Fire damage to rented accommodation</b></p> <p>If you cause fire damage to an accommodation that you rent, or to its contents, then we will reimburse this damage up to a maximum of € 75,000. The stipulation is that this accommodation does not belong to you or one of the co-insured. The exclusion for care, custody or control (see the article "Which situations does your Third Party Insurance not cover?") does not apply to this cover.</p> <p><b>Damage by an aerial</b></p> <p>If the damage is caused by an aerial and you are liable for this, then we will reimburse the damage. This includes damage to a building that you rent and inhabit. The exclusion for care, custody or control (see the article "Which situations does your Third Party Insurance not cover?") does not apply to this cover.</p>
<b>Favours</b>	<p>Your liability for damage caused while you are carrying out a favour is insured. In determining the level of compensation, we will first deduct all other rights to compensation. We will never pay out more than € 12,500 per event for all injured parties combined. We only reimburse the damage or loss if this is claimed by the injured party who was directly involved in the event.</p>
<b>Surety</b>	<p>If an authority demands a financial deposit from you to guarantee the rights of the injured party, we will provide a surety up to a maximum of € 125,000. You are obliged to authorise us to access the surety when it is released and to cooperate in ensuring we receive the whole amount back.</p>

## 5. Which situations does your Third Party Insurance not cover?

---

If you are liable for damage or loss to a third party in any of the following situations, we will not reimburse this damage or loss, or the associated costs:

- **Intent.** If you have inflicted damage or loss on a third party, by your action (intent) or lack of action (neglect). Your intent or neglect was without the permission of the third party and was intentionally aimed against them or against their goods. If the damage was caused while you were part of a group, then your liability is also not insured, including if you personally did not carry out the action or fail to carry it out. If you or someone in the group was under the influence of alcohol or other substances, then the liability is also not covered.
- **Sexual conduct.** If the damage is the result of sexual conduct or conduct of a sexually suggestive nature. This also applies if the behaviour was exhibited in a group context and you did not behave so yourself.
- **Care, custody or control.** If you are liable for damage or loss to the following items under your care, custody or control:
  - items under your care, custody or control on the basis of a rental, hire purchase, lease, tenancy or pledge agreement or usufruct, including the right of use and abode;
  - items under your care, custody or control in the pursuance of your (ancillary) business, (ancillary) profession, or in carrying out paid manual labour;
  - items unjustly under your care, custody or control;
  - motor vehicles, (static) caravans, motorised and sailing craft, including windsurfing boards, and aircraft;
  - money, documents of a monetary value, bank and debit or credit cards, if these are stolen or missing, or if you lose them.

This exception also applies if someone else has the care, custody or control of the items on your behalf. All other damage or loss for which you are liable to items under your care, custody or control, is insured up to € 4,500 per event. An excess of € 45 will apply per event.

- **Immovable goods.** If you are liable for damage or loss caused by immovable goods that are under construction or are used for business purposes.
- **Motor vehicles.** If the damage or loss is caused by a motor vehicle which you own, have under your care, custody or control, keep, drive or use. If the damage or loss is caused by a motor vehicle that has been stolen or misappropriated, this is also not covered. Damage or loss to the motor vehicle itself is also not insured.

There is however cover if you are liable for:

- damage or loss caused while you were a passenger in the motor vehicle;
  - damage or loss caused by motorised driven mowing machines, children's toys, remote control model cars and the like, that can't drive faster than 10 kilometres per hour.
  - damage or loss caused by electric bikes;
  - In the above four situations the insurance does not provide any cover if the insured can claim reimbursement from another insurance.
  - damage or loss caused during joyriding, if the perpetrator is younger than 18 years. If this takes place without violence and you have taken out separate third party insurance for the vehicle, your liability is not covered by our insurance. You can then claim for compensation from the other insurance.
- **Watercraft.** If the damage or loss is caused by a watercraft. You are however covered if you are liable for:
    - damage or loss caused while you were a passenger in the watercraft;
    - damage or loss caused by rowing boats, canoes, windsurfing boards, sailing boats with a sail surface area of 16 m<sup>2</sup> max. and remote control model boats. But if these boats have an (outboard) engine with a capacity of more than 3 kW (approximately 4 horsepower), you are not insured.

If this liability is covered by another insurance, your liability in the above two cases is not covered by our insurance. You can then claim for compensation from the other insurance.

- **Aircraft.** If the damage or loss is caused by an aircraft, a model aeroplane, a drone, a paraglider, a moored kite, a zeppelin, a model rocket or a balloon with a diameter of more than 1 meter (fully inflated). You are covered if you are liable for:
  - damage or loss caused while you were a passenger in the aircraft;
  - damage or loss caused by model aeroplanes of 20 kilogram max.
 If this liability is covered by another insurance, your liability in the above two cases is not covered by our insurance. You can then claim for compensation from the other insurance.
- **Weapons.** If the damage or loss is caused by the possession or use of weapons.
- **Non-compliance with an agreement.** If the damage or loss is the result of the non-compliance, inadequate or late compliance with an agreement.
- **Natural disaster.** If the damage or loss is caused by an earthquake, flood or volcanic eruption.

The other situations in which there is no cover are described in Clause 5 of the general terms and conditions (part 1).

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation. In the case of any dispute, the original Dutch text shall prevail.

The trade name OOM Verzekeringen is used by OOM Holding N.V. (KvK The Hague 27194193), OOM Global Care N.V. (AFM 12000623, KvK The Hague 27111654) and OOM Schadeverzekering N.V. (AFM 12000624, KvK The Hague 27155593). These companies are registered in The Hague and share operational offices in Rijswijk.



**OOM Verzekeringen**

P.O. Box 3036  
2280 GA Rijswijk  
The Netherlands

**T** +31 (0)70 353 21 00  
**E** [info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl)  
**I** [www.oominsurance.com](http://www.oominsurance.com)