



# GENERAL CONDITIONS .

2026



INSURET@STUDY.



Dear insured,

These are the conditions for your study and internship insurance InsureToStudy.

It is important for you to know what is and what is not covered by your insurance and what you may expect from us. We therefore advise you to carefully read these conditions.

With the study and internship insurance from InsureToStudy you are certain to be properly insured when you set off on your journey. Here below you will find some tips to read before departure.

Always take your European Health Insurance Card (EHIC) with you.

Your EHIC is often indispensable during travels and stay, especially within Europe. If you incur medical expenses, the institution providing aid will always ask for your EHIC. If you do not have one yet, apply for a free EHIC at your Compulsory Health Insurance Company.

**SOS International for direct support during your travels and stay abroad**

Should anything go wrong during your travels and stay abroad, contact SOS International at telephone number +31 20 65 15 777, a service available 24/7, which will take up immediate action if so required. We advise you to store this number in your mobile phone prior to your going abroad.

Be sure to immediately call SOS International in case of:

- hospitalization;
- accident or sickness;
- early return;
- unexpected additional expenses for travel and/or accommodation.

In case you need to phone SOS International, before making the call, write down the name of the place where you are located and the telephone number where you can be reached.

Also ensure that you have your policy number ready, so you may present this information directly when asked.

From page 12 of these General Terms & Conditions, it is explained which action you must undertake in case of damage. Where he/him/his is referred to, also she/her/hers is meant.

Enjoy your stay abroad!

The Team of InsureToStudy

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# 1. General conditions

If you wish to be eligible for compensation, it is required that there is (damage resulting from) a contingency. If your damage is not the result of a contingency, then this damage is not covered. The insurance will continue to be fully applicable.

# 2. General definition of terms

## 2.1 Policyholder

The person, agency or organization who/which applied for the insurance.

## 2.2 Insured person

The person whose information is included in the insurance policy; the insurance is not transferable.

## 2.3 Insurance policy

The document that is issued to the person who applied for the insurance or that is applied for through the intermediation of an institution/organization.

## 2.4 Broker

InsureToStudy BV  
P.O. Box 97640  
2509 GA The Hague, the Netherlands  
Website: [www.insuretostudy.com](http://www.insuretostudy.com)  
E-mail: [info@insuretostudy.com](mailto:info@insuretostudy.com)

## 2.5 The insurance company mentioned in the insurance policy.

Every time these policy conditions mention 'insurer', one needs to read: insurer's authorized representative.

## 2.6 Authorized Underwriting Agent

Mandaat Assuradeuren B.V.  
P.O. Box 642  
7000 AP Doetinchem, the Netherlands

## 2.7 Emergency Center

SOS International  
P.O. Box 12122  
1100 AC Amsterdam, the Netherlands  
+31 20 65 15 777

## 2.8 Home country

The country where the insured person resides and where the insured person will return to, in principle.

## 2.9 Country of destination

The country where the insured person travels to in connection with study, internship or teaching, with the exception of the home country.

## 2.10 Institution/organization

The party that applied for the insurance on behalf of the insured person.

### **2.11 First degree relatives**

The (former) husband or (former) wife of the insured person or the person with whom the insured person cohabits and with whom he is in a registered partnership or with whom he has concluded a cohabitation contract, parents, adoptive parents, foster parents, stepparents, parents-in-law, children, adopted children, foster children and stepchildren of the insured person.

### **2.12 Second degree relatives**

Brothers, sisters, grandparents, grandchildren, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law of the insured person.

### **2.13 EHIC**

European Health Insurance Card, a personal insurance card for medical expenses for inhabitants of the EU-countries, Iceland, Liechtenstein, Norway and Switzerland.

### **2.14 Claim form**

The form the insured person may use to claim for damages. InsureToStudy has two claim forms: a medical claim form (which can be filled out online) and a claim form for all other claims (which must be filled out manually).

### **2.15 InsureToStudy Basic Plan, European Plan, Master Plan**

The InsureToStudy insurance has three different types of coverage. It is stated on the insurance policy which coverage applies.

## **3. Territory**

The insurance applies throughout the world.

## **4. Commencement of the insurance**

The insurance will be in force from the moment that the insured person departs from the address in the home country, on the date of commencement as referred to in the insurance policy, in order to set off on a trip for study or internship at 0.00 AM CET.

### **4.1 Waiting Period Clause**

A waiting period of five (5) days shall apply from the effective date of the insurance policy. During this waiting period, no benefits claims for medical costs, shall be payable under this policy for any event, except for travel-related coverage and emergency medical treatment, which shall be effective immediately from the policy's effective date. Coverage for all other benefits shall commence on the eighth (6th) day following the policy's effective date, provided that all premium payments have been duly made.

## **5. End of the insurance**

The coverage of the insurance will end on the date as referred to in the insurance policy, at 23.59 PM CET or so much earlier as the insured person returns to the address of his residence in his home country, with the exception of the provisions as referred to hereinafter.

### **5.1 Family visit, holiday, emergencies**

If the section Medical is included under the policy, the insurance for this section will continue to apply for the term of validity of the insurance, during a temporary stay in the country of origin of no longer than 8 consecutive weeks, from the moment of arrival in the country of origin. The temporary stay must be in connection with a family visit or holiday. The insurance will only cover in case of an emergency.

## **5.2 Unforeseen delay**

If the term of validity of the insurance is exceeded through unforeseen delay beyond the control of the insured person, the insurance will continue to apply without charge and automatically, until the first possible moment of return. The insurance shall also continue to apply in case of unplanned and necessary early departure to the country of destination within ten days prior to the commencement date as referred to in the insurance policy.

### **5.3 Extension after return**

If the section Medical is included under the policy, the insurance for this section will continue to apply after return of the insured person to the home country, until the first possible moment that the insured person is able to take out an insurance against medical expenses, or else the moment the insured person may rely on coverage by the authorities. This coverage will apply for no more than 14 days.

### **5.4 Extension**

The insurance may be extended in writing or online, before the expiry date of the insurance.

### **5.5 Termination by the insurer**

The insurance will end through a written notice of termination by the insurer:

- within 60 days after the insurer discovers that the policyholder has failed to comply with the duty of disclosure he had when taking out the insurance policy and;
- the insured person at such time acted willfully to misguide the insurer, or
- the insurer would not have effected the insurance if the insured person had submitted the right information to the insurer;
- within 30 days after the insurer is notified of an event which may obligate the insurer to pay compensation;
- within 30 days after the insurer has paid or rejected compensation based on this insurance;
- if the insured person has willfully given an incorrect account of matters concerning an event or damage;
- if the policyholder fails to pay the premium in full or in time, or else refuses to pay after having been summoned thereto by the insurer.

The insurance shall end on the date as referred to in the termination letter.

### **5.6 Termination by policyholder**

The insurance will end through a written notice of termination by the policyholder:

- within 30 days after the insurer is notified of an event which may obligate the insurer to pay compensation. The insurance will end on the date as referred to in the termination letter, however no sooner than 30 days following the date of your termination letter.
- within 30 days after the insurer has paid or rejected compensation based on this insurance. The insurance will end on the date as referred to in the termination letter, however no sooner than 30 days following the date of your termination letter.
- if policyholder does not accept an amendment to the premium and/or to the conditions as referred to in article 11,
- Amendment of the premium and/or conditions. The insurance will then end on the date of amendment as referred to in the relevant article. The possibility to terminate the insurance shall not apply in case:
  - the amendment of the premium and/or the conditions is a result of statutory regulations or provisions;
  - the insurer reduces the premium, but does not limit the coverage;
  - the insurer expands the coverage, but does not raise the premium.
- in case of an early return by the insured person to the country of origin, the insurance will also be terminable. In order to qualify for premium refund, he needs to submit a return ticket. This provision does not apply in the event that the policyholder is an institution/organization.

## 6. General Exclusions

The insurer shall not pay damages caused by or in connection with:

### 6.1 willful damage, which shall be understood to mean;

- An armed conflict, being any situation in which states or other organized parties fight each other, or in any case one the other, with the use of military means of force. The insurer also regards an armed action by a United Nations Peacekeeping Force as an armed conflict.
- Civil war, a large-scale armed conflict between groups of inhabitants of the same state
- Insurrection, being organized violent resistance within a state directed against the public authorities.
- Civil commotion, being more or less organized violent acts occurring in different places within a state.
- Riot, being a more or less organized local violent movement directed against the public authorities.
- Mutiny, being a more or less organized violent movement of members of any armed force directed against the authority under which they resort.

The amended texts were deposited with the District Court of The Hague on 14 July 2023 under filing number 25/2023.

### 6.2 nuclear reactions, which shall be understood to mean;

Any nuclear reaction where energy is released, such as a nuclear fusion, nuclear fission or artificial and natural radioactivity.

We only reimburse damages caused by nuclear reaction under these circumstances:

- The damage is caused by nuclides (a kind of atom) existing outside of a nuclear facilitation.
- These nuclides are being used for industrial, commercial, agricultural, medical, educational, or non-military security purposes. Or when they are meant for previously mentioned purposes.
- The government has issued a license for manufacture, use, storage and disposal of radioactive materials.
- There is no third party responsible for the damage of the nuclear reaction, according to the nuclear accidents liability law.

By nuclear installation we mean nuclear installation regarding this law or on board of a ship.

### 6.3 other insurance or scheme;

By which is meant damage

- which may be recovered based on an existing warranty scheme, supply agreement or the insurance of the repairer and/or vendor;
- which is covered by one or more other insurances or schemes, or would have been covered by same when this insurance would not have existed;
- which are already compensated pursuant to the law or another provision.
- In these cases, the insurance will only cover the difference between the insured amounts. The provisions in this article do not apply for the section Accidents.

### 6.4 default of payment;

Which means if the premium is not (fully) paid as described in article 9, Premium payments.

**6.5 willful act;**

Which means damage caused through a willful act by an insured person, or else with knowledge or content from an insured person. This exclusion does not apply for the insured person who demonstrates to be beyond reproach, considering the circumstances.

**6.6 fraud;**

Which means that the insured person purposefully prejudiced the insurer. For example by:

- failing to honestly account for the events as they occurred;
- changing amounts on invoices;
- claiming more than the damages incurred;
- claiming the same damages from multiple parties;
- withholding information or failing to notify insurer of any changes;
- claiming a previously rejected damage claim again, using a different account of what happened.

**6.7 alcohol consumption, use of substances;**

A number of sections contain an exclusion for damage arising from the use of alcohol, medicines, stimulants, narcotics or intoxicating substances. If an insured person causes damage while under the influence, he may lose the right to aid, payment and/or compensation for damage. The exclusion may also apply if the insured person refuses to submit to a breathalyzer, urine or blood test.

**6.8 expected costs;**

If prior to the damage arising, such circumstances were known or present that it could be reasonably expected that costs would be incurred, yet the insured person failed to take action or failed to take sufficient action to limit or reduce the costs.

**6.9 failure to comply with obligations;**

If the insured person fails to comply with one or more obligations as referred to in article 7, Obligations of the insured person in case of damage and in case of aid and as a result of this he has prejudiced the interests of the insurer and/or willfully intended to misguide the insurer. This does not apply if the misguidance does not justify the forfeiture of rights.

**6.10 attempted suicide, self-mutilation and suicide;**

The damage is the result of an attempted suicide, self-mutilation and suicide.

## 7. Obligations of the insured person in case of damage and in case of aid

### 7.1 Reporting the damage

As soon as the insured person is or should be aware of an event that may lead to a payment obligation for the insurer, he must:

- report this event as soon as possible to the broker and send a fully completed claim form, signed by him to same;
- immediately contact SOS International, in case costs are to be incurred, or in case this institution is to be called in under the General Terms & Conditions.

### 7.2 Providing information

As soon as possible, the insured person must send to the broker or to one or more experts engaged by the broker, all original pieces of evidence, data and documents which are of interest to the insurer in the assessment of the payment obligation. If SOS International requests certain documents from the insured person, he must send the requested documents to SOS International as soon as possible. The information submitted by the insured person will be used by the insurer to determine the extent of the compensation and the right thereto.

### 7.3 Extending cooperation

The insured person must:

- follow directions from the broker, from experts engaged by the broker or from SOS International;
- fully cooperate with the claim settlement and investigations;
- refrain from all activities that may impair the interests of the insurer;
- perform all actions reasonably possible to prevent or reduce damage.

If an event occurs, which may lead to a payment obligation for the insurer, the insured person may not comment about his possible fault or liability, nor may he provide any (commitment to) payment or settlement. In case of theft, loss, embezzlement or any other punishable act, the insured person must immediately report this to the police. When abroad, the insured person must report this on-site. When this is not possible, reporting must be done as soon as the opportunity to do so presents itself. The insured person must forward proof of the report to the broker as soon as possible. If so requested by the broker, the insured person must transfer his rights to a stolen or lost item to the insurer. The insured person must notify the broker as soon as possible if criminal proceedings are brought against him. If the insurer wishes for the insured person to be represented by an attorney, the insurer will engage an attorney for the defense, in consultation with the insured person. The insured person must allow to be represented by this attorney and provide all cooperation requested.

## 8. Fraud

If the insurer discovers that the insured person or another interested party has committed fraud, the insurer will take one or more of the following steps:

- insurer will recover the costs from you and you will be obligated to pay back the compensations received.
- insurer will terminate all insurances you have taken out with them.
- insurer will exclude you from future insurances.
- insurer will incorporate your data in the internal incident register.
- insurer will forward your data to the Stichting CIS (Central Information System) in the Hague, the Netherlands.

Other financial institutions in the Netherlands may verify whether your personal data are registered there. This is permitted under the Dutch Protocol Financial Institutions Incident Warning System. You can find more information on this on the website of the Stichting CIS: [www.stichtingcis.nl](http://www.stichtingcis.nl).

- insurer will forward your data to the Dutch Insurance Fraud Bureau and the Dutch Association of Insurers.
- insurer will file a police report.

## 9. Premium payments

### 9.1 Initial premium

The policyholder must pay the full premium including costs and insurance premium tax, immediately with the application.

#### 9.1.1 Institutions/organizations

Contrary to article 9.1, for institutions/organizations the premium must be paid within 30 days of it becoming due.

### 9.2 Default of payment

With regard to the total amount outstanding, if the policyholder:

- fails to pay in full;
- fails to pay in time; or
- refuses to pay,

the insurer will send a written reminder.

This reminder will grant the policyholder a grace period of 14 days, commencing on the day after the reminder has been sent, to still pay the outstanding amount.

If the outstanding amount has not been paid within this 14-day period, the coverage shall be suspended with effect from the day following the expiry of the reminder period.

During the suspension period, no rights may be exercised under the insurance.

Suspension of coverage does not release the policyholder from the obligation to pay the outstanding premium.

Coverage shall resume 24 hours after the insurer has received and accepted all outstanding amounts, provided the insurer has not cancelled the policy.

## 10. Premium refund

### 10.1

In case of early termination by the policyholder the refund of unearned premiums will be effected subject to a deduction of 25% in costs, in so far as the refund is no less than € 25.-.

### 10.2

In case of early termination by the insurer or - following an amendment of the premium and/ or conditions to the prejudice of the insured person - by the insured person, full refund of the unearned premium will be effected.

### 10.3

In case of early return of the insured person to the country of origin, he must submit a copy of a return ticket in order to qualify for premium refund. This provision does not apply if the policyholder is an institution or an organization.

### 10.4

In case of early termination due to fraud, willful intent and/or false statements, there will never be a

premium refund.

## 11. Amendment of the premium and/or the conditions

### 11.1

The insurer has the right to amend the premium and/or the conditions of all insurances in a certain group simultaneously, on a date to be determined by the insurer.

### 11.2

The insurer will notify the policyholder of amendments in the premium and/or the conditions in writing. If the policyholder disagrees with the amendment, he must inform the insurer of this in writing within 30 days after having received the notification. If the insurer does not receive any notification from the policyholder, the insurer will presume that the policyholder consents to the amendment. If the policyholder does not accept the amendment, the insurance in question will lapse on the day that the amendment would become effective, however, no sooner than 30 days after the date of the notification.

### 11.3

The possibility to terminate the insurance does not apply when:

- the amendment of the premium and/or the conditions is the result of statutory regulations or provisions;
- the insurer reduces the premium, but does not limit the coverage;
- the insurer expands the coverage, but does not raise the premium.

## 12. Timelimit

### 12.1

The time limit period for a legal action against the insurer to make a payment expires 36 months after it being due and payable became known to the insured. If in case of coverage against liability the legal action of a third party is brought against the insured person within the time limit or due date as provided for by law, the time limit period for the legal action that the insured person brings against the insurer shall expire no sooner than 6 months thereafter.

### 12.2

The insured person or his power of attorney shall receive a notification if the insurer has assumed a definitive position regarding the request for compensation.

A definitive position means:

- a. rejection of the request for compensation; or
- a. (an offer for) compensation as a definitive settlement.

The insured person may challenge the position of the insurer. He must do so within a term of 6 months. This term commences on the day that the rightful claimant or his power of attorney became aware of the position. After this term, the time limit for the legal action against the insurer will expire.

## 13. Protection of personal data

The insurer will handle your personal data respectfully. It will only ask for the personal data required for:

- concluding and maintaining the insurance contract;
- handling damages and arrange for aid;
- informing you about services;
- preventing and combatting fraud.

The personal data submitted with the application or in the amendment of this insurance will be processed by the broker and the authorized underwriting agent for the purpose of concluding and

executing insurance agreements and/or financial services and managing relations arising from this, with the inclusion of preventing and combatting fraud.

The processing of personal data will be carried out in accordance with the “Gedragscode Verwerking Persoonsgegevens Verzekeraars” (Dutch Code of Conduct for the Processing of Personal Data by Insurers).

This includes cooperation with Stichting CIS, based in The Hague, for the purposes of fraud prevention and claims handling.

The full text of this code of conduct can be found on the website of the Dutch Association of Insurers, [www.verzekeraars.nl](http://www.verzekeraars.nl)

## 14. Address

Notifications by the insurer to the insured person will be effected in a legally valid manner to the address last known by insurer or to the address of the party through whose mediation this insurance is in force. In case of a change, the insured person shall be obligated to immediately pass on his new address (e-mail and/or residential address) to InsureToStudy and/or through the policyholder in case this is not the insured person.

## 15. Preference of the General Terms & Conditions

Where the conditions of this insurance or an excerpt from these are issued in a language other than Dutch, the conditions set out in the Dutch language will prevail.

## 16. Complaints

### 16.1 Internal complaints office

If the insured person and/or policyholder has complaints about the brokerage activities, the formation and/or the execution of the insurance contracts, he may present these complaints to:

Internal Complaints Office of InsureToStudy BV

P.O. Box 97640

2509 GA The Hague, the Netherlands. Telephone number +31 70 20 51 860

### 16.2 Dutch Financial Services Complaints Board (Kifid)

If the insured and/or policyholder finds the assessment of InsureToStudy unsatisfactory, he may turn to:

Financial Services Complaints Board (Kifid)

P.O. Box 93257

2509 AG The Hague, the Netherlands.

This is possible within three months after a definitive decision from the insurer.

### 16.3 The court

If the insured person and/or policyholder does not wish to make use of the complaints handling or finds the handling or the outcome unsatisfactory, he may submit the dispute to the competent court.

## 17. Applicable law

The agreement is governed by Dutch law.

## 18. Terrorism

Was the damage according to your insurance's conditions covered? Was the damage caused by terrorism? Then the insurer will compensate for damage under the Protocol handling of claims of the NHT (Dutch Terrorism Risk Reinsurance Company). In this protocol regulations are laid down in which

cases an insurer may limit damage compensation, for example when there is a case of terrorism or malicious contamination. The full text of this protocol is available on [www.terrorisneverzekerd.nl](http://www.terrorisneverzekerd.nl).

## 19. Claims procedure

### 19.1 Medical

In case of medical expenses, the insured person must forward a fully completed and signed medical claim form (available for download from [www.insuretostudy.com](http://www.insuretostudy.com)) with original invoices to the broker, no later than 6 months after the first medical contact. A claim can be sent in through the website.

In the event that the insured person must be admitted to a hospital, immediate contact must be made with SOS International through telephone number +31 20 65 15 777. At the broker's request, the insured person will be required to sign an authorization form, authorizing the medical advisor to retrieve medical data about the event from the attending physician(s).

In the European Plan, the insured must submit the invoices to the healthcare insurer first, we will pay compensation only when the insured is able to submit the proof of rejection of the costs to us.

### 19.2 Emergencies/SOS International

If the insured person becomes seriously ill or is involved in an accident and requires aid, or in case of evacuation, repatriation, transportation of mortal remains or necessary premature return to the home country, the insured person or his party concerned must immediately contact the SOS International at telephone number +31 20 65 15 777. SOS International, which is available 24/7, will request a medical statement from the insured person or his party concerned, in support of the request for aid. In case of (medical) necessity, SOS International will arrange for the tickets.

In the event that the insured person has advanced additional costs for travel and accommodation, he must send the fully completed and signed claim form, including the original (legible) tickets and supporting documents to InsureToStudy. The claim form must also state the reason for the examination/admission.

Upon repatriation of the insured person in case of sickness and/or death of a family member in the 1st or 2nd degree, a medical statement or death certificate must be sent along. Claim forms can be sent to InsureToStudy.

In case the SOS has not been informed there will be no reimbursement of the costs.

### 19.3 Accidents

In the event that a claim is made for survivor benefit, the surviving relative or next-of-kin of the insured person must notify SOS International of the funeral/cremation no later than within 48 hours. In case of death, InsureToStudy will ask the surviving relatives for a death certificate and a certificate of inheritance to whom the survivor benefit must be paid out.

In the event that a claim is made for benefit due to permanent disability, the insured person must as soon as reasonably possible after its occurrence, notify the broker of the accident in writing.

### 19.4 Liability

If an event that may result in a payment obligation for the insurer occurs, the insured may not comment about his possible fault or liability, nor may he provide any (commitment to) payment or settlement. Furthermore, the insured person must send the fully completed and signed claim form, including the **original** supporting documents to InsureToStudy.

### **19.5 Legal Aid**

If the insured person wishes to rely on legal aid, he must send written notification to that effect to InsureToStudy as soon as reasonably possible. InsureToStudy will present the claim to the Dutch legal expenses insurance company DAS, which company will assess the claim and accept it for handling when the conditions have been complied with. If handling the case requires the involvement of an attorney, the choice for an attorney and/or expert will be made by DAS. Without consulting DAS, the insured person will not be compensated for the costs of an attorney and/or expert.

### **19.6 Luggage/household effects**

In case of damage to luggage or household effects, the insured person must send a fully completed and signed claim form, including the original invoices for repairs and/or purchase to InsureToStudy. Be sure to contact us first before having any damage repaired. If luggage goes missing, you need to provide proof that you had this missing luggage with you during the journey.

In case of theft, extortion, robbery or burglary, a police report must be filed within 24 hours. Send the police report with the fully completed and signed claim form to InsureToStudy. If you fail to report the damage to us immediately, you run the risk that we will not compensate for this damage, as this is detrimental to our interests.

If the damage occurs during transportation, a written statement must be requested from the carrier forthwith. Airline companies have a special form for this purpose: the Property Irregularity Report. Send proof of the report to InsureToStudy, along with the fully completed and signed claim form.

## **20. Special conditions Medical**

- (I) If it is stated on the insurance policy that you are insured according to the InsureToStudy European Plan, the section Medical will exclusively apply as a supplement to the statutorily required health insurance. It means that this coverage provides compensation for whatever the basic health insurance does not compensate or does not compensate sufficiently.
- (II) If it is stated in the insurance policy that you are insured according to the InsureToStudy Basic Plan, the section Medical does not apply.

### **20.1 Definitions of terms Medical**

#### **20.1.1. Physician**

A physician shall be considered to be a person who is recognized as such by the competent authority.

#### **20.1.2 Dentist**

A dentist shall be considered to be a person who is recognized as such by the competent authority.

#### **20.1.3 Physiotherapist**

A physiotherapist shall be considered to be a practising physiotherapist, which shall include a remedial therapist Cesar therapist or Mensendieck therapist, who is recognized as such by the competent authority.

#### **20.1.4 Acupuncturist**

An acupuncturist shall be considered to be a physician practising as a physician-acupuncturist, or an acupuncturist who is recognized as such by the competent authority.

#### **20.1.5 Psychotherapy**

Psychotherapy shall be considered to be a treatment provided by a psychiatrist or psychologist, prescribed by a physician or specialist.

### **20.1.6 Medicine**

Medicine shall be considered to be a pharmaceutical which can only be obtained upon prescription by a physician.

### **20.1.7 Medical necessity**

Medical necessity shall be considered to be the need for nursing, examination and treatment based on generally recognized medical considerations.

### **20.1.8 Medical costs**

Costs for medical care shall exclusively be considered to be the costs for:

- a. fees for physicians;
- b. hospitalization and operation;
- c. treatments and examinations prescribed by a physician;
- d. medicines prescribed by a physician for use during the term of the insurance. For longer use, advanced written consent from the insurer is required;
- e. medically required transportation with an ambulance or other type of patient transportation service to and from the location where medical treatment is provided in the country where the insured person was present upon the commencement of this transportation. No compensation will be granted for the costs of public transportation such as train, tram and bus.

### **20.1.9 Acute dental costs**

Dental costs shall exclusively be considered to be the costs for emergency dental treatments to relieve acute pain and the costs related thereto:

- a. fees of dentists or physicians for dental treatment;
- b. pharmaceuticals prescribed by a dentist;
- c. necessary repairs to or replacement of dentures or artificial elements of the teeth;
- d. x-rays taken by a dentist or upon prescription from a dentist in connection with the treatment.

## ***20.2 Insurance coverage Medical***

The cost price is compensated, unless stated otherwise.

### **20.2.1 Medical costs**

The medical costs for unexpected treatment, based on medical necessity are insured, where and for as long as the insurance is applicable. In case of hospitalization, compensation will be paid until the 365th day following the day the hospitalization commenced. Compensation will be effected on the basis of the lowest rate class known locally.

For costs related to non-emergency surgeries a pre-approval is necessary. Without this approval costs will not be reimbursed.

### **20.2.2 Pregnancy under medical conditions**

The costs of pregnancy and the costs of childbirth incurred out of acute medical necessity for both mother and child are insured, being:

- a. the costs for nursing and additional costs for mother and child if and for as long hospitalization is required;
- b. the additional costs that are charged;
- c. specialist costs for treatment on an outpatient basis;
- d. the costs of medically required transportation of patients; and
- e. the costs of abortion out of medical necessity, also in connection with a sex crime, if and in so far as the treatment was administered in an institution recognized by the authorities. The medical costs will only be compensated in the event that the physician or the hospital respectively, is recognized by the competent authority.

### **20.2.3 Non-medically necessary in-hospital delivery, at home or at a maternity clinic**

Furthermore, the following costs are insured:

- a. costs for nursing and/or maternity care at home for mother and child together, recommended by a maternity clinic, a "Class A" nurse or a certified maternity nurse recognized by the authorities, up to a maximum of 8 days from the date of birth. Maternity care is compensated to a maximum of € 135 per day;
- b. expenses for assistance provided by a specialist, general practitioner or nurse;
- c. expenses incurred for outpatient services.

The above expenses a to c are compensated jointly to a maximum amount of € 2,000.

### **20.2.4 Children**

Children born during the term of the insurance are insured.

The following provisions apply for them, subject to the condition that they are registered at InsureToStudy within one month after their birth:

- a. the insurance is in force from the moment the child is born, regardless of what type of disease or disorders the child suffers from;
- b. reimbursement for expenses for children not older than 3 months, who require hospitalization and need to be breastfed by the mother will be paid for as long as the insurer is obligated to pay the costs of nursing of the mother.

### **20.2.5 Dental costs\***

Acute dental costs incurred are insured, there where and for as long as the insurance is in force up to a maximum amount of € 400.- per policy year, per insured person.

Dental costs resulting from an accident as described in article 23 are compensated to a maximum of € 1,100.- per event, per insured person. The dental costs incurred as a result of an accident that occurred, there where and for as long as the insurance is in force, are insured until no later than the 365th day after the accident.

The dental costs will only be compensated if the dentist or the physician respectively, is recognized as such by the competent authority.

Periodic check-ups, regular treatments and orthodontics are not included in the coverage of this insurance.

Costs related to implants are not covered.

Oral surgery, in any case including the removal of wisdom teeth, is also considered as dental costs under the policy.

### **20.2.6 Physiotherapy, Cesar therapy and Mensendieck treatments\***

The costs of treatment provided by a physiotherapist, Cesar therapist or Mensendieck therapist, recognized as such by the competent authority, are insured, subject to the condition that a referral letter from a general practitioner or specialist is submitted.

For compensation a maximum of 12 treatments, per 12 months, per insured person applies, up to a maximum of € 30 per treatment and € 360 per 12 months. If it appears that more treatments are necessary after this, advance approval from the insurer must be requested.

The following will in any case not be included in physiotherapy:

- logopedics and stuttering therapy;
- occupational and remedial therapy;
- sports massage;
- pregnancy exercises and exercises for women in labor;
- walking therapy; and
- physiotherapy as support against depression.

### **20.2.7 Acupuncture\***

The costs of acupuncture are insured, subject to the condition that the treatment is provided by an acupuncturist recognized by the competent authority and the medical necessity is proven. For compensation a maximum of 12 treatments, per 12 months, per insured person applies, up to a maximum of € 30 per treatment and € 350 per 12 months. If it appears that more treatments are necessary after this, advance approval from the insurer must be requested.

### **20.2.8 Psychotherapy\***

The costs of psychotherapy are insured, subject to the condition that the treatment is provided by a psychologist or psychiatrist recognized by the competent authority. For compensation, a maximum of 9 treatments per 12 months applies, up to a maximum of € 80 per consultation and € 720 per 12 months. Before you go to a psychologist please send in your referral from your GP to InsureToStudy. Without the approval beforehand, there will be no coverage.

If it appears that more consultations are necessary after this, advance approval from the insurer must be requested.

### **20.2.9 Patient transportation**

The costs of medically necessary patient transportation to the nearest hospital where proper treatment is possible, are insured. Coverage only applies when on medical grounds the insured person may be considered to not be able to travel independently.

## **20.3 Exclusions Medical**

In addition to the general exclusions of article 6, also no compensation will be awarded for the costs as referred to in this article.

### **20.3.1 Existing conditions/disabilities**

Not insured are the costs that were to be reasonably expected at the start of the insurance and/or the costs of which at the start of the insurance such circumstances were known that it was to be reasonably expected that medical expenses were to be incurred.

### **20.3.2 Alcohol use, use of substances referred to**

Not insured are the costs arising from the use of alcohol, medicines, stimulants, narcotics or intoxicating substances. The exclusion also applies if an insured refuses to submit to a breathalyzer, urine or blood test.

### **20.3.3 Substances without prescription**

Not insured are the costs of appliances, medicines that are also available without prescription and for which there is no medical requirement. There will be no compensation for self-medication, benzodiazepines, vitamins and minerals.

### **20.3.4 Delay until return is possible, purpose of journey**

Not insured are the costs for treatment that can be delayed in a medically responsible manner until the return to the home country. Also not insured are the costs incurred abroad, which exclusively or partly were the purpose of the stay abroad.

### **20.3.5 Existing pregnancy**

Not insured are the costs relating to a pregnancy that already existed at the time the insurance was applied for.

### **20.3.6 Sterilization**

Not insured are the costs in connection with sterilization.

\* The maximum number of treatment and the maximum amount will be reduced proportionally of the insurance runs shorter than 12 months.

### **20.3.7 Fertility enhancing treatments and genetic research**

Not insured are the costs in connection with fertility enhancing treatments and/or genetic research.

### **20.3.8 Birth control and abortion**

Not insured are the costs in connection with birth control and abortion. In deviation of this however, the costs of abortion incurred out of medical necessity, also in connection with a sex crime, will be compensated if and in so far as the treatment is provided in an institution recognized by the competent authority.

### **20.3.9 Special therapies**

Not insured are the costs in connection with orthomaneuval therapy, podiatry, chiropractic therapy, camouflage therapy, electrical epilation, acne treatment, balneo-phototherapy and dietician and other preventive and/or alternative examinations and/or treatments.

### **20.3.10 Apparatuses/appliances**

Not insured are the costs in connection with renting or purchasing (medical) apparatuses and/or appliances.

### **20.3.11 Registration fees/consultation costs**

Not insured are the costs of registration rates charged by the care institutions. Also not insured are the costs for dental consultation.

### **20.3.12 Long-term Care**

Not insured are the costs the insured, as a resident of the Netherlands, might derive under the Dutch Long-term Care Act.

### **20.3.13 Organ transplant**

Not insured are the costs in connection with organ transplants, unless express advance consent from the insurer is obtained.

### **20.3.14 Cosmetic surgery**

Not insured are the costs for operations to improve the outer appearance driven by personal desire, necessity or circumstance, unless it concerns a case of mutilation as a result of an accident or disease. Insurer also does not award compensation for medical costs resulting from complaints following a received treatment.

### **20.3.15 Vaccination, prophylaxis, general examinations, population screenings and preventive tests or examinations**

Not insured are the costs in connection with vaccination, prophylaxis, general examinations, population screenings and preventive tests or examinations, which include the costs of a pollinosis blood test and vitamins blood test in hospital and/or in a laboratory.

### **20.3.16 Home nursing/private clinic**

Not insured are the costs in connection with home nursing or admission to a private clinic, unless express advance consent from the insurer is obtained.

### **20.3.17 STD's, HIV/aids including all laboratory costs**

Not insured are the costs in connection with STD's, HIV/aids, including all laboratory costs.

### **20.3.18 Psychotherapy**

Not insured are the costs from treatment related to: study problems, concentration problems, abuse of medicine, gambling addiction, internet addiction, stage of life issues, stress, burn-out, excessive stress, adjustment disorder, gender-related conditions, sleep disorder and psychosocial aid.

### **20.3.19 Ultrasounds that are not medically required.**

Not insured are the costs for ultrasounds that are not medically required, such as 'fun scans'.

## **21. Special conditions Emergencies**

### **21.1 Insurance coverage Emergencies**

Insured are the additional costs and aid as referred to hereinafter, which are the result of an unforeseen event and which must necessarily and reasonably be incurred during the term of validity of the insurance.

SOS International arranges for this aid through telephone number +31 20 65 15 777. Unless otherwise stated, the cost price will be compensated.

#### **21.1.1 Costs of tracing, rescue and recovery of the insured person**

Insured are the costs of tracing, rescue, recovery and/or transportation of the insured person by, or under the direction of a competent authority.

#### **21.1.2 Reasonably incurred costs in connection with the death of the insured**

Insured are, in case of the death of the insured person:

- a. the costs incurred with written consent from SOS International in connection with the transportation of the mortal remains to the original place of residence in the home country, which include the costs of the coffin required for this transportation, or
- b. the costs of the funeral, or else the cremation on-site, along with the travel expenses from the country of origin of the deceased and back, including the costs of accommodation during no more than 3 days of the family members of the deceased in the 1st and/or 2nd degree of those persons who live together with the insured person as a family, up to the amount that would have been compensated in case of transportation of the mortal remains to the home country.

#### **21.1.3 Costs of special transportation of an insured person who is sick or injured**

Insured are, provided that it is stated on the insurance policy that you are insured under the InsureToStudy Master Plan, the costs incurred with consent from SOS International in connection with medically necessary transportation, including escort by a physician or a nurse of the insured person who is sick or injured.

#### **21.1.4 Costs in case of collapse due to sickness or accident of the insured person**

Insured are, following written consent from SOS International, the travel costs incurred for necessary passage and return journey, including the costs of accommodation of no more than 2 family members in the 1st and 2nd degree and/or those persons who live together with the insured person as a family, for support of an insured person who is seriously ill or in mortal danger. The maximum compensation for this amounts to € 7,000 per event.

### **21.1.5 Costs of return due to mortal danger and/or death of family members**

Insured are the additionally incurred costs for travel and accommodation of the insured person to the home country up to no more than the costs for travel and accommodation to reach the original place of residence, if the insured person is required to return from the journey due to the death or mortal danger of family members in the 1st or 2nd degree who are not travelling along. Moreover, insured are the additionally incurred costs for travel and accommodation to the original destination during the term of validity of the insurance based on the lowest rate of transportation.

If applicable, the insured person must submit a statement from the attending physician set out in English or Dutch, where within the severity of the disease or accident is expressed. If applicable, the insured person must submit a death certificate of the deceased family member in the 1st or 2nd degree not travelling along.

### **21.1.6 Costs for sending medicine to the insured person**

Insured are the costs for sending medicine, artificial means and appliances, prescribed by a physician, which are urgently necessary and for which no usable alternatives are available on-site, with a maximum of €500. This will only apply if the medicine is allowed to be shipped.

The costs of purchase, in so far as these are not insured under Medical and any return freight will be at the expense of the insured person, also in case the shipped articles are not collected. Cancellation of orders is not possible.

The insured person shall be obligated, in case the help of SOS International must be called in, to contact same by telephone or e-mail without delay, stating the insurance information. SOS International shall provide its services within a reasonable term and in close consultation with the insured person, but shall be free in its choice of parties to engage for assistance in the execution of its services. SOS International has the right to demand any necessary financial warranties from the insured person, pertaining to agreements concluded with third parties, the costs of which are not covered by the insurance in question, in a form and to an extent to be determined by SOS International.

### **21.1.7 Telecommunication costs**

As soon as something that is covered under the section Emergencies happens to the person insured, the necessary telecommunication costs arising from this event will be compensated to a maximum of € 150 per 12 months.

## **21.2 Exclusions Emergencies**

In addition to the general exclusions of article 6, also no compensation will be awarded for costs as referred to in this article.

### **21.2.1 Not through SOS International**

Not insured are the costs and expenses incurred without (written) advance consent from SOS International and/or outside the arrangements made by SOS International. This exclusion shall not apply in case of emergency medical evacuations in remote and primitive areas where SOS International could not be contacted in advance or where it could be reasonably expected that there would be a delay, which would put the insured person at the risk of death or which might exacerbate his condition.

### **21.2.2 Existing conditions/disabilities**

Not insured are the costs resulting from conditions that were known upon the start of the insurance, that were to be reasonably expected and/or where upon the start of the insurance such circumstances were known or present that it could be reasonably expected that the costs were to be incurred.

### **21.2.3 No serious medical condition**

Not insured are the costs of medical evacuation or repatriation if the insured does not suffer from a serious medical condition and/or if, according to the physician, the insured person could be properly treated on-site. The costs are also not insured when treatment could be reasonably postponed until the return of the insured person to his home country or the country of destination.

### **21.2.3 No medical escort required**

Not insured are the costs of medical evacuation or repatriation where the insured person, in the opinion of a physician, is able to travel as a regular passenger, without a medical escort.

### **21.2.4 Unlawful act**

Not insured are the costs arising because the insured person was involved in the execution or order of an unlawful act.

### **21.2.5 Alcohol use, use of substances referred to, sexually transmitted disease**

Not insured are the costs arising from the use of alcohol, medicines, stimulants, narcotics or intoxicating substances. The exclusion also applies if an insured person refuses to submit to a breathalyzer, urine or blood test.

Not insured are the costs resulting from sexually transmitted diseases.

### **21.2.6 Military service, acts of war**

Not insured are the costs arising while the insured person engages in the execution of military service or in the service of the police force of whichever country, active participation in acts of war (either or not declared), invasion, actions by a foreign enemy, civil war, armed services, hostilities, rebellion, insurgency, revolution or rioting.

### **21.2.7 Ship or oil platform**

Not insured are the costs arising as a result of activities from or on a ship or oil platform or a similar offshore location.

### **21.2.8 Event in the home country**

Not insured are the costs in connection with each event that occurs when the insured person is in the home country, except for what is referred to in article 21.1.2.

### **21.2.9 Specific accidents**

Not insured are the costs in connection with the consequences of an accident that happened to an insured person for which an exclusion applies pursuant to article 23.4.

## ***21.3 Compensation for damages Emergencies***

### **21.3.1 Deduction for costs saved**

Compensation for costs incurred is effected subject to deduction of savings, refunds and suchlike. A fixed deduction will be applied to costs of accommodation for savings on costs for regular living, amounting to 10% of the costs of accommodation.

## 22. Special conditions Luggage/Household Effects

### 22.1 Definitions of terms Luggage/Household Effects

#### 22.1.1 Luggage

Luggage shall be understood to be:

- a. the items which the insured person has taken along on his journey for his own use or as a gift, or else which he shipped to the destination in advance or afterward, within the term of validity of the insurance;
- b. the items purchased within the term of validity of the insurance, up to a maximum amount of €500.- as part of the insured amount.

#### 22.1.2 Household effects

Household effects shall be understood to be:

all movable items that form part of the private household of the insured person and which during the term of validity of the insurance are present at the residential address in the country of destination.

Not considered as baggage and household effects will be:

- a. money, papers with monetary value (including [cashiers] cheques, credit cards and credit balances on chip cards) and value papers of whatever nature, manuscripts, notes and concepts;
- b. collections (such as stamp and coin collections);
- c. tools;
- d. merchandise and sample collections;
- e. animals.

#### 22.1.3 (Travel) documents

(Travel) documents shall be understood to be: passport, identity card, tourist card, travel ticket, driver's license and visa.

#### 22.1.4 Journey/travelling

Travelling shall be understood to be journeys on a recreational basis and for study purposes outside the country of origin. In the country of destination, holiday journeys comprise only journeys with no less than 1 overnight stay or for a period of more than 24 hours, of which the insured person can demonstrate its recreational nature and submit proof of a booking/reservation/payment. The usual commute for work or study within the country of study will not be considered as a journey.

#### 22.1.5 Jewelry

Jewelry shall be understood to be items designed to be worn on the body and which wholly or partially consist of (precious) metal, stone, mineral, ivory, (red) coral or other such materials, including pearls, with the exception of watches.

#### 22.1.6 New-for-old value

New-for-old value shall be understood to be the amount required for obtaining new items of the same type and quality.

#### 22.1.7 Current market value

Current market value shall be understood to be the new-for-old value reduced by an amount for depreciation as a result of aging or wear. The depreciation schedule is available upon request.

#### 22.1.8 Fire

Fire shall be understood to be a fire caused by combustion and combined with flames outside a seat of fire which is able to spread of its own accord. Fire damage shall also be understood to be the damage arising from extinguishing the fire.

### **22.1.9 Explosion**

Explosion shall be understood to be a sudden, violent manifestation of energy from gases or vapors.

### **22.1.10 Storm**

A storm shall be understood to be a wind force detected by a local weather station of more than 9 on the Beaufort scale, including damage from rain, snow and hail.

### **Precipitation**

Precipitation shall be understood to be rain, snow, hail or melt water, in so far as this has poured through the roof, or otherwise poured in as a result of a crack, blockage or overflow of roof-gutters and drainage pipes into the building where within the insured person resides and/or the outbuildings that belong to it.

### **Induction**

Induction shall be understood to be overstress in the atmosphere because of a nearby lightning discharge.

## **22.2 Insurance coverage Luggage/Household effects**

a. Luggage is insured for damage through loss, impairment or theft during the journey.

b. The household effects are insured for damage due to the following dangers:

### **22.2.1**

Fire

### **22.2.2**

Being singed, burnt, melted, charred and heated as a result of heat radiation from another object or through contact with that object.

### **22.2.3**

Explosion

### **22.2.4 Theft/robbery**

Theft, extortion and robbery, also destruction or damage as a result of these occurrences or attempts thereto. Theft damage will exclusively be compensated if the theft is preceded by a break-in into the building and/or the outbuildings and/or the plot sections where the insured objects are located. For damage through theft or an attempt thereto without traces of a break-in, a € 125.- deductible per event will apply.

### **22.2.5 Vandalism**

Vandalism, committed by somebody who unlawfully entered the (section of the) building that the insured person resides in.

### **22.2.6**

Storm and objects falling or moving as a result of that storm

### **22.2.7**

Precipitation

### **22.2.8 Cranes**

Toppling of cranes and piledrivers.

### **22.2.9 Trees**

Toppling of trees and falling of broken branches.

### **22.2.10 Aquariums**

The breaking of glass from aquariums or wall mirrors, through any calamity coming from outside. Apart from the damage to the home contents as a result of the broken glass, also the damage to the glass in itself will be compensated.

### **22.2.11 Collision**

Motor vehicles or vessels colliding with the residence.

### **22.2.12**

Lightning strike and induction

### **22.2.13 Water pipes**

Unforeseen outflow or overflow of water from the central heating system or water supply system and all the sanitary fittings and other appliances connected thereto. This will include: appliances hooked up to the water pipes with a secure connection, such as washing machines, automatic washers, dish washers, etc., in

so far as these are present in the building the insured person resides in and/or in the outbuildings that belong to it. A condition is that the outflow or overflow of water is a direct consequence of a defect of the systems, appliances or apparatuses referred to. Excluded are damage as a result of wear or insufficient maintenance of the systems, appliances or apparatuses and damage as a result of sewage or ground water.

### **22.2.14**

Air traffic and meteorites

### **22.2.15**

Oil flowing out of a heating system or out of pipes and tanks that form part of this system. Excluded is damage as a result of wear or insufficient maintenance.

### **22.2.16**

Smoke and soot suddenly discharged by a heating system connected to the chimney of the residence. Excluded is damage as a result of insufficient maintenance.

### **22.2.17**

Mirrors breaking (with the exception of hand mirrors) and windows breaking and the damage to these mirrors if the cause of breaking is a calamity coming from outside.

## **22.3 Insured amounts Luggage/Household effects**

With due observance of the provisions hereinafter, the following maximum insured amounts apply for the duration of the insurance, extension(s) included. Each 12-month period shall constitute a new insurance term:

- a. The luggage is insured up to a maximum of € 1,500.-.
- b. The household effects are insured up to a maximum of € 6,000.-.

This amount may be increased after payment of more premium.

## **22.4 Sub limits Luggage/Household effects**

With due observance of the amounts referred to in article 22.3 the maximizations below shall apply.

### **22.4.1 Bicycles**

Bicycles including accessories are insured up to a maximum amount of €150.- per object as part of the insured amount. At least one bicycle lock should be an approved lock according to the standards of the Foundation ART with a minimal quality mark of ART2. Also, a second lock must be used. In case of theft, the keys of the bicycle locks must be handed over, including spare keys. Secondhand bicycles and other bicycles that do not have an official invoice are not covered by the insurance.

E- Bike's are not included in the insurance.

#### **22.4.2 Tools of car, bicycle and motorcycle**

Tools for car, bicycle and motorcycle, snow chains, sound and transmission equipment (either or not mounted), with only a battery connection, music cassettes, compact discs and also spare parts (which shall exclusively be understood to be V-belts, sparkplugs, sparkplug wires, distributor caps, contact-breaker points and light bulbs) are insured up to a maximum amount of € 150.- as part of the insured amount.

#### **22.4.3 Sets of dentures**

Sets of dentures are insured, if for the costs to be incurred for replacement or repair, the insured person is not already entitled to compensation pursuant to the section Medical, up to a maximum amount of € 250.- as part of the insured amount.

#### **22.4.4 Replacing clothes and toiletries and transportation costs retrieved luggage**

The insurance comprises up to a maximum amount of also comprises a € 250.- cost compensation for the necessary purchase of replacing clothes and toiletries due to delayed arrival of luggage. Insured are the transportation costs for retrieved luggage up to € 250.-.

#### **22.4.5 Photo, film, video, sound and computer equipment**

Photo, film, video, sound and computer equipment, which shall also include the accessories, are insured up to a maximum amount of € 1,000.- as part of the insured amount.

#### **22.4.6 Jewelry**

Jewelry is insured up to a maximum amount of € 250.- as part of the insured amount.

#### **22.4.7 Watches**

Watches, which shall also include watchbands and watch chains, are insured up to a maximum amount of € 250.- as part of the insured amount.

#### **22.4.8 Spectacles and contact lenses**

Spectacles, sunglasses (including the glass) and contact lenses are insured up to a maximum amount of € 150.- as part of the insured amount.

#### **22.4.9 Telecommunication equipment, such as smartphones**

(Mobile) telecommunication equipment is insured up to a maximum amount of € 750.- as part of the insured amount. Compensation for any call time is excluded.

### ***22.5 Manner of assessment of damages Luggage/Household effects***

Damage compensation is awarded in the manner as referred to in this article, up to no more than the insured amounts, regardless of the total value of the insured objects.

#### **22.5.1 Luggage and household effects**

The calculation of the damage compensation to be awarded for luggage and household effects not older than 12 months is based on the new-for-old value. For objects older than 12 months, the calculation of the damage compensation will be based on the current market value. In case damaged or lost objects reasonably qualify for repair and/or can be replaced, the insurer has the right to have these objects repaired and/or replaced.

#### **22.5.2 Travel documents**

The calculation of the damage compensation to be awarded for travel documents is based on the amount required for obtaining the relevant documents anew.

## **22.6 Exclusions Luggage/Household effects**

In addition to the general exclusions of article 6, also no compensation will be awarded for the costs as referred to in this article.

### **22.6.1 Vessels, motor vehicles and aircraft**

Not insured is the damage to vessels (with the exception of sailboards), aircraft (including hang-glider equipment and paraglider equipment) motor vehicles and motorbikes, campers and other vehicles (with the exception of bicycles), also the accessories, parts and appurtenances belonging thereto (including tents).

### **22.6.2 Scratches, dents, disfigurements and ruptures**

Not insured is damage consisting of scratches, dents, cracks, stains, disfigurements and ruptures unless the damaged object can no longer be used for its intended purpose as a result of this.

### **22.6.3 Failing to observe normal caution**

a. Not insured is damage caused because the insured person failed to observe normal caution to prevent loss, theft or damage to luggage and household effects. Normal caution will in any case be considered not to have been observed when valuable items such as video, computer, photo, film, sound and telecommunication equipment, jewelry, watches, fur and other valuable objects are left unattended other than in a properly locked space.

The valuable items and travel documents may not be left unattended and/or out of reach during transportation by aircraft, train, boat or bus. Valuable items must be transported as hand luggage during the journey.

b. For matters that are not referred to in article 22.6.3 a and which are left behind in a means of transportation, there will only be a right to compensation if and in so far as:

- it may be expected of the insured person that it was not reasonably possible for him to take more secure measures;
- the items are placed within a properly locked trunk and are not visible from the outside and there are signs of forced entry.

### **22.6.4 Inherent defect, structural defects, inherent vice, etc.**

Not insured is damage through wear, inherent defect, structural defects, inherent vice and slowly acting weather influences such as corrosion or mould, damage through impoundment or confiscation other than on account of a traffic accident, also damage due to vermin.

### **22.6.5 Recording tubes, video heads and recording heads**

Not insured is damage exclusive to recording tubes, video heads and recording heads of audio and video equipment.

### **22.6.6 Insufficient maintenance, sewage and ground water**

Excluded is damage resulting from insufficient maintenance of the building and damage due to sewage and ground water.

## 23. Special conditions Accidents

### 23.1 Definitions of terms Accidents

#### 23.1.1 Accident

An accident shall be understood to be a sudden, violent force coming from the outside, against the will of the insured person, directly affecting the body, of which the nature and location can be medically determined.

#### 23.1.2 Expansion accident

Also considered as accidents are:

##### 23.1.2.1

Acute poisoning, not caused by pathogenic organisms through the use of medicines, alcohol and/or intoxicating substances, narcotics or stimulants.

##### 23.1.2.2

Contamination by pathogenic organisms as a direct consequence of an involuntary fall into the water or any other substance, or else entering there into in order to rescue a human or animal.

##### 23.1.2.3

Complications and exacerbations of the injury as a direct consequence of an accident to the insured person during actions he performs to rescue people, animals, objects and/or himself.

##### 23.1.2.4

Infection of a wound and blood poisoning, directly in connection with an accident.

##### 23.1.2.5

Involuntarily taking in substances or objects, with the exception of pathogenic organisms.

##### 23.1.2.6

Suffocation, drowning, sunstroke, heat stroke, heat congestion, frostbite, burning, stroke of lightning or other electrical discharge.

##### 23.1.2.7

Exhaustion, starvation, emaciation and sunburn and the insured person becoming isolated during a natural disaster, a collapse, becoming frozen in, snowed in, being in an emergency landing, shipwreck or due to some other great general emergency as a result of a disaster.

##### 23.1.2.8

Sprain, dislocation and torn muscles and tendons, causing sudden internal injury of which the nature and location can be medically determined.

##### 23.1.2.9

Splenic fever, Sarcoptes and other types of scabies, trichophytia, Bang's disease and cowpox.

##### 23.1.2.10

HIV infection as a result of a blood transfusion or an injection with a contaminated needle during treatment prescribed by a physician. This treatment must be one carried out by a physician or nurse recognized by the competent authority in a hospital recognized by the competent authority.

#### **23.1.2.11**

Whiplash trauma followed by post-whiplash syndrome, which shall in any case include limitations of bodily functions that are the result of a cervical or lumbar acceleration/deceleration injury of the vertebral column.

#### **23.1.2.12**

An accident to the insured person during rightful self-defense.

#### **23.1.2.13 No accident**

Not considered an accident are the events as referred to hereinafter:

##### **23.1.3.1 Hernia**

Not considered as an accident or consequence of an accident is any form of hernia arising and/or manifesting itself, unless the medical advisor of the insurer determines otherwise.

##### **23.1.3.2 Insect bite or sting**

Not considered as an accident or consequence of an accident is the intake of pathogenic organisms through an insect bite or sting such as malaria, typhus, plague, encephalitis lethargica.

### ***23.2 Insured amounts and payment amounts Accidents***

#### **23.2.1 Payment in case of death**

In case of death of the insured as a direct and exclusive consequence of an accident, an amount of € 7,500.- will be paid out.

#### **23.2.2 Payment in case of plastic surgery**

In case of plastic surgery after deformity, mutilation or disfigurement of the face as a direct consequence of an accident, an amount of € 12,500.- will be paid out.

#### **23.2.3 Payment in case of permanent disability**

In case of permanent disability of the insured person as a direct and exclusive consequence of an accident, a maximum amount of € 75,000.- will be paid out. The size of the amount paid will be determined as soon as the extent of permanent disability can be assessed objectively and medically, yet no later than two years after the accident occurred. The payment will amount to a percentage of the abovementioned amount as set out hereinafter:

In case of total incurable mental disorder	100%
<b>In case of total loss of the functioning of:</b>	
eyesight to both eyes	100%
eyesight to one eye	30%
and, in case the company has awarded full payment for the sight of one eye, for the sight of the other eye	70%
hearing to both ears	50%
hearing to one ear	20%
and, in case the company has awarded full payment for the hearing of one ear, for the hearing of the other ear	30%
the sense of smell	10%
the sense of taste	10%
functioning of a kidney or the spleen	5%
the arm up to the shoulder joint	75%
the arm up to the elbow joint or between the elbow joint and shoulder joint	70%
the hand up to the wrist joint and/or arm between the wrist joint and elbow joint	60%
the leg up to the knee joint or between the knee joint and the hip joint	60%
the leg up to the hip joint	75%
the foot up to the ankle joint or the leg between the ankle joint and knee joint	50%
the thumb	25%
the index finger	15%
another finger	12%
the big toe	8%
another toe	3%
a kidney or the spleen	10%

The total payment awarded for the loss of more than one finger shall not exceed payment for the loss of the entire hand.

For the percentages referred to above, a proportionate part will be paid in case of partial loss. In all cases of permanent disability not specifically mentioned above, the percentage will be determined based on the extent of the permanent disability, without taking into consideration the profession of the insured person. The amount payable and the extent of permanent disability will be determined by the insurer, based on data from recognized (medical) experts.

In doing so, the insurer will refer to the latest edition of the "Guides to the Evaluation of Permanent Impairment" of the American Medical Association (A.M.A.), and may also take into account guidelines from relevant Dutch medical specialist associations where applicable.

#### **23.2.4 Maximum payment**

All payments due to permanent disability which arose during the term of the underlying insurance shall never exceed the maximum insured amount for permanent disability.

#### **23.2.5 Death following permanent disability**

The payment due to death is equal to the insured amount as referred to in article 23.2.1 subject to the condition that a preceding payment due to permanent disability as a result of the same accident, will be deducted from this up to no more than the insured amount for death.

#### **23.2.6 Existing disability**

If an existing permanent disability is exacerbated by an accident, the payment will be calculated on the basis of the difference between the percentage of permanent disability before and after the last accident.

#### **23.2.7 Existing disorders**

If the consequences of an accident are enhanced by an ailing circumstance or by a physical or mental disorder of an insured person, payment will be no more than when the accident would have happened to an entirely healthy person with no disabilities.

#### **23.2.8 Beneficial entitlement in case of death**

The heirs are the beneficiaries for payment in case of death of the insured person. The heirs will receive payment in proportions similar to their shares in the inheritance.

If no heirs exist at the time of the insured person's death, no payment shall be made under this insurance.

#### **23.2.9 Beneficial entitlement in case of permanent disability**

The insured person is the beneficiary for payments made by the insurer under this insurance.

#### **23.2.10 No payment to government**

The government cannot act as beneficiary.

### **23.3 Taxes**

The insurer shall deduct all applicable taxes from payments to interested parties if and when the law prescribes the insurer to withhold these taxes prior to payment of the claim. In all cases the liability for payment of the taxes lies with the interested parties.

### **23.4 Exclusions Accidents**

In addition to the general exclusions from article 6, also no compensation will be awarded for the costs as referred to in this article.

#### **23.4.1 Unlawful act**

Not insured are the costs which arose because of the insured person being involved in an assignment to perform an unlawful act, or an attempt to that effect.

#### **23.4.2 Fights, bets or risky ventures**

Not insured is an accident caused by fighting, bets or risky ventures, other than (self-) defense, rescue or the preservation of people, animals or goods.

#### **23.4.3 Alcohol use, use of substances referred to**

Not insured are the costs arising from the use of alcohol, medicines, stimulating substances, narcotics or intoxicants. The exclusion also applies when an insured person refuses to submit to a breathalyzer, urine or blood test.

#### **23.4.4 Dangerous sports**

Not insured is an accident that occurred during participation in or practising of a combat sport and power sport, (semi) professional sports, hunting big game, jumping parachute, 'via ferrata climbing' and glacier and mountain sports (except for on levelled roads or a terrain without roads that is also easily accessible for inexperienced sports practitioners).

Winter sports and underwater sports not practised professionally or semi-professionally will only be insured when this is stated in the insurance policy and the premium to that effect has been paid.

#### **23.4.5 Hazardous work activities**

Not insured is an accident that occurs during work activities performed by the insured person, in so far as specific labor hazards or workplace hazards are attached to these work activities and in so far as these work activities are not within the framework of internship.

#### **23.4.6 Speed races**

Not insured is an accident that occurs during participation in or preparation for races with bicycles, motorcycles, motor vehicles, motorboats and horses.

#### **23.4.7 Aircraft**

Not insured is an accident that occurs during the use of aircraft of whatever nature, other than as a passenger on an aircraft authorized for public transportation of passengers.

#### **23.4.7 Military service, acts of war**

Not insured is an accident that occurs while the insured person engages in the execution of military service, or in the service of the police force of whichever country, active participation in acts of war (either or not declared), invasion, actions by a foreign enemy, civil war, armed services, hostilities, rebellion, insurgency, revolution or rioting.

#### **23.4.8 Gross negligence, failure to act and recklessness**

Not insured is an accident that occurs through gross negligence, failure to act or recklessness of the insured person or a beneficiary.

This exclusion does not apply to:

- the insured person who demonstrates that he cannot be reproached for the circumstances as referred to;
- the beneficiary demonstrates that neither he, nor the insured person can be reproached.

#### **23.4.9 No valid driver's license**

Not insured is an accident that happens to the insured person while driving a motor vehicle without being in the possession of a valid Dutch driver's license or driving test pass certificate.

#### **23.4.10 Sailing**

Not insured is an accident that occurs while sailing on waters other than inland waterways, when competitions, sailing solo or sailing with vessels not suited or equipped for marine navigation are concerned.

### **23.5 Specific obligations Accidents**

#### **23.5.1 Reporting damage**

As soon as reasonably possible after the accident occurs, yet no later than before departure abroad, the insurer must be notified in writing of the accident from which a right to payment as a result of disability arises.

### **23.5.2 Notification at a later time**

If the notification is effected at a later time, the right to payment may yet be in place if it can be demonstrated that:

- the disability is a direct and exclusive consequence of the accident;
- the consequences of the accident were not increased by an ailing condition or by a physical or mental disorder of the insured person;
- the insured person has followed all the prescriptions of the attending physician.

### **23.5.3 Notification of death**

In case of death of the insured person, the company must be notified as soon as reasonably possible, yet no later than 48 hours prior to the funeral or cremation. Failure to notify the company in time may result in the lapse of the right to payment.

### **23.5.4 Cooperation benefit recipients**

In case of death of the insured person, the benefit recipient will be obligated to cooperate upon request with all measures to establish the cause of death.

### **23.5.5 Facilitating recovery**

The insured person is obligated to immediately seek treatment from a recognized physician and to do everything possible to facilitate the recovery.

### **23.5.6 Additional examination**

Upon request by and at the expense of the insurer, the insured person is obligated to allow for his examination by a physician to be appointed by the insurer, to allow for his admission to a hospital or other institution to be appointed by insurer in order to be examined.

### **23.5.7 Information from third parties**

The insured person is obligated to authorize the insurer to retrieve information from third parties.

### **23.5.8 Providing information**

The insured person is obligated to provide the insurer or experts appointed by same with information deemed necessary, or have it provided and not to conceal facts or circumstances, which may be important for the determination of the extent of the permanent disability.

### **23.5.9 Notification of recovery**

The insured person is obligated to notify the insurer forthwith of partial or complete recovery.

### **23.5.10 Failure to comply with obligations**

The insurance provides no coverage if the insured person fails to comply with one or more obligations if and in so far as this impairs the interests of the insurer. Each right to payment will lapse when the insured person fails to comply with one or more obligations, for the purpose of misleading the insurer, unless the misguidance does not justify the lapse of this right.

## **24. Special conditions Liability**

### **24.1 Definitions of terms Liability**

#### **24.1.1 Insured persons**

Insured are:

- a. the insured person,
- b. children born during the term of the insurance, as referred to in article 20.2.4, subject to their written registration at InsureToStudy within one month after their birth.

### **24.1.2 Insured capacity**

Insured is the liability of the insured person as a private person.

The liability in connection with operating a (an ancillary line of) business or with a (an additional) job and performing paid manual labor is not covered. Claims from the employer or his successors in title or surviving relatives are not covered.

Contrary to the provisions in this article, the liability of the insured person in connection with work activities from internship are included in the coverage of this insurance, in so far as these work activities do not pertain to performing medical procedures, rendering advice, making designs and calculations, or else similar professional work activities. The coverage for liability in connection with work activities from internship is secondary, which means that an insurance taken out elsewhere shall at all times take precedence, regardless of the commencement date of the insurance taken out elsewhere. The deductible of the insurance taken out elsewhere will not be compensated.

### **24.1.3 Damage**

Damage shall be understood to be damage to persons and damage to objects.

#### **24.1.3.1 Damage to persons**

Damage to persons shall be understood to be: damage through injury or impairment of health of persons, not being the insured person, either or not resulting in death, including the damage arising therefrom.

#### **24.1.3.1 Damage to objects**

Damage to objects shall be understood to be the damage and/or destruction and/or loss of corporeal objects belonging to others than the insured, including the damage arising therefrom.

## **24.2 Insurance coverage Liability**

Insured is the liability of the insured persons and their insured capacity for damage caused or arising during the term of the insurance. The coverage applies for all the insured persons together up to the maximum of the insured amount per event.

## **24.3 Insured amount Liability**

The insured amount is a maximum of € 1.000.000 per event.

### **24.3.1 Coverage higher than the insured amount**

Compensation in excess of the insured amount will be awarded for:

- a. the costs of legal proceedings conducted with consent or upon request from the insurer and the costs of legal aid provided on its orders;
- b. the statutory interest on the portion of the principal sum covered by the insurance.

### **24.3.2 Security deposit**

If a government demands a cash collateral on account of a damage covered under the insurance, for the purpose of warranting the rights of injured parties, the insurer will provide this security up to no more than 10% of the insured amount. The insured persons will be obligated to authorize the insurer to have access to this security as soon as it is released and, moreover, to extend all cooperation to obtain the refund.

## **24.4 Mutual liability**

The insurance provides coverage for the liability of the insured persons towards each other for the damage sustained to persons by these other insured persons.

There will be no coverage when the claimant is a party other than a natural person immediately involved with the event, or else the surviving relatives of that natural person.

## **24.5 Friendly turn**

The insurance provides coverage for the liability of the insured person for damage suffered by persons other than the insured person, in case:

- he unselfishly does a friend a favor and
- he would have been liable if this did not concern a favor to a friend and
- the damage did not arise on account of the injured party's own fault. The compensation will amount to a maximum of € 12,500.- per event.

All other provisions will continue to apply. If a deductible applies, the insurer will not deduct this from the compensation. There will be no coverage provided if the claimant is a party other than a natural person immediately involved with the event, or else the surviving relatives of that natural person.

## **24.6 Exclusions Liability**

In addition to the general exclusions of article 6, also no compensation will be awarded for the costs as referred to in this article.

### **24.6.1 Legal authority**

Not insured is the liability for damage:

- a. to objects held in the custody of an insured person or someone on his behalf pursuant to a rental, lease, tenancy or pledge agreement or usufruct (which includes the right to use and inhabit);
- b. on account of operating a (an ancillary line of) business or performing a (an additional) job, performing paid manual labor other than as a favor to a friend, also performing military or civil service;
- c. to objects unlawfully held in the custody of the insured person;
- d. to motor vehicles, mobile homes or caravans, folding trailers, motorboats and sailboats, including sailboards, and aircraft held in the custody of an insured person or someone on his behalf;
- e. consisting of and/or resulting from loss or theft of money, papers with cash value, bank cards, giro bank cards, payment cards or credit cards, held in the custody of an insured person or someone on his behalf.

#### **24.6.1.1 Partial co-insurance legal authority during internship**

Insured is the liability for damage to objects at the address of the internship, which are held in the custody of an insured person, other than in the cases as referred to in article 24.6.1 a to e, up to an amount of € 10,000.- per event.

#### **24.6.1.2 Partial co-insurance legal authority in other cases**

Insured is the liability for damage to objects held in the custody of the insured person, other than in the cases as referred to under 24.6.1 a to e, up to an amount of € 10,000.- per event

### **24.6.2 Motor vehicles**

Not insured is the liability for damage caused with or by a motor vehicle owned, possessed, driven or used by an insured person.

#### **24.6.2.1 Exceptions exclusion motor vehicles**

The exclusion of article 24.6.2 does not, however, apply to:

- a. the liability of an insured person as passenger of a motor vehicle, including damage to that motor vehicle;
- b. the liability of an insured person as owner/user of engine-driven mowing machines, children's toys and such user items, provided that they cannot exceed a speed of 10 kilometers per hour, also remotely controlled model cars;

- c. the liability of an insured person for damage caused by a camper trailer, luggage trailer or boat trailer, with the exclusion of damage caused by the coupling becoming detached;
- d. the liability of the insured person for damage caused while joyriding with a motor vehicle, provided that the insured person is younger than 18 years of age.

The following liability will remain excluded:

- in case of theft or embezzlement of the motor vehicle
- in case of damage to the motor vehicle in itself.

In case of joyriding without violence, this coverage will not apply in so far as the liability is covered by another insurance, either or not from an earlier date.

### **24.6.3 Vessels**

Not insured is the liability for damage caused with or by:

- a vessel with a length of 15 meters or more;
- a motorboat with a length of less than 15 meters, which is capable of reaching speeds in excess of 20 kilometers per hour.

#### **24.6.3.1 Exceptions exclusion vessels**

The exclusion according to article 24.6.3 does not apply for the liability:

- a. of an insured person who is younger than 18 years of age, if he causes damage with a vessel of which an insured person is not the owner or holder, while joyriding with the vessel. In deviation from the provisions in article 24.6.1 c and d, the insurance also provides coverage for the damage to a vessel that is used for joyriding. The insurer awards compensation for this damage up to a maximum of € 10,000.- per event.
- b. of the insured person as owner of the houseboat he resides in, if the houseboat is moored at its regular berth. The coverage also applies when part of the houseboat is rented out.
- c. of an insured person for damage with or by remotely controlled model boats, which do not exceed speeds of 20 kilometers per hour.

The insurance never provides coverage for liability:

- in case of theft or embezzlement of the vessel, and
- if the liability of these insured person(s) is covered by one or more other insurances, or would have been covered by these in case this insurance would not have existed.

### **24.6.4 Aircraft**

Not insured is the liability for damage caused with or by an aircraft, a model aircraft, a hang-glider, a target aircraft, a paraglider, a kite, an airship, a UAS/drone, a model rocket, other aircraft, also a fully filled balloon with a diameter in excess of 1 meter.

#### **24.6.4.1 Exceptions exclusion Aircraft**

The exclusion according to article 24.6.4 does not apply to the liability:

- a. for damage with or by remotely controlled model airplanes with a weight of no more than 20 kilograms;
- b. of an insured person as passenger of an aircraft, including damage to that aircraft.

The coverage as described under a and b does not apply in so far as the liability is covered by another insurance, either or not of an earlier date.

### **24.6.5 Weapons**

Not insured is the liability for damage caused in connection with the possession and/or use of weapons as referred to in the Dutch Weapons and Ammunition Act.

#### **24.6.6 Sexual behavior or violence**

Not insured is the liability:

- a. of an insured person for damage caused by and/or arising from his sexual behavior or conduct with sexual overtones of whatever nature or by expressions of violence;
- b. of an insured person belonging to a group, for damage caused by and/or arising from sexual behavior or conduct with sexual overtones of whatever nature or by expressions of violence from one or more persons belonging to that group, also in case the insured person himself did not act as such.

#### **24.6.7. Immovable property**

Insured, in deviation from article 24.6.1 with regard to immovable property, is: the liability of an insured for damage caused by fire, fire extinguishing, and explosion of a house rented by him/her under a rental agreement, including the items that are present within, insofar as the insured is not the owner/holder/purchaser under a hire-purchase contract of these items. Other cases of liability for damage to immovable property, which include liability for damage to immovable property under construction or immovable property put into operation, are not insured.

#### **24.7 Manner of assessment of damages Liability**

The insurer undertakes to determine and settle the damage. The insurer has the right to indemnify the injured party directly and arrange a settlement with him. In doing so, the insurer will observe the interests of the insured person. If the damage compensation consists of periodic payments of which the value, with due observance of the other payments, is higher than the insured amount, then the duration or the amount of these payments shall be proportionally reduced at the discretion of the insured person.

## **25. Special conditions Legal Aid**

The most recent General Conditions of DAS, which are available on request, apply to this Chapter as well.

### **25.1 Definition of terms**

#### **25.1.1 Costs**

Costs which are necessary for legal aid or which will be incurred by DAS, to the extent that they are not recoverable from a third party, that is;

- a. the costs in relation to examination and treatment;
- b. the costs in relation to the enlistment of lawyers, court bailiffs, witnesses and experts. In the United States and Canada the lawyer's fee is not charged to the insurer if the lawyer handles the case on the basis of "no cure, no pay". In this case the fee shall be deemed to be included in the compensation for damages;
- c. the costs of accommodation to be incurred by the insured in consultation with DAS and the travel expenses to be incurred in accordance with fares for public transport (train, second class);

#### **25.1.2 Territorial scope of the validity**

- a. Cover of the costs of legal aid shall apply during a stay abroad in:
- b. Europe and the countries surrounding the Mediterranean Sea (including the Canary Islands) with the exception of Libya, Albania, Greenland, Lebanon and Syria, cost price;
- c. the United States, Canada, Australia, New Zealand, Indonesia, South Africa and Thailand;

In relation to questions in all other countries the insurer shall take for its account, before the insured returns to his/her own permanent home and habitual place of residence, the costs to be incurred in consultation with the insurer for advice or mediation by a local lawyer up to a maximum of € 6,000.

## **25.2 Scope of cover**

### **25.2.1**

The insured is entitled to the provision of legal aid and the reimbursement of costs to the extent that:

- a. the rights or interests of the insured as a private person are directly at issue, with the exception of damages sustained as a result of possessing, keeping or using a means of transport; the costs do not exceed the amount of € 5,000 per reported case
- b. the costs do not exceed the amount of € 5,000 per reported case;
- c. the case reported concerns:
  - the recovery of material and immaterial damages sustained by the insured as a consequence of a physical injury sustained by him for which a third party is liable on the grounds of a statutory provision;
  - the legal defence of the insured in the event that the insured is sued at law as a private individual for his liability under civil law, under the legislation of the country where he presently is, for damages incurred to third parties or after involuntary infringement of local laws.

### **25.2.2 Advances**

In return for an adequate guarantee, the insurer shall provide advances up to a maximum of € 7,000 for:

- a. payment of the costs of the proceedings and of enforcement due from the insured and the other party, with the exception of the sureties, to the extent that a final and conclusive court ruling has determined that they must be borne by the insured;
- b. the release of the insured in the event that he has been placed in pretrial detention following a traffic accident.

Such an advance or a surety shall be deemed to be a loan by the insurer to the insured, who shall repay this loan in its entirety as soon as the surety has been repaid to him in the event of a decision to drop charges, acquittal or otherwise within 15 days after the day on which the competent court has handed down a ruling. Repayment to the insurer shall follow in any case no later than 60 days after the advance has taken place or the security deposit has been made.

## **25.3 Further exclusions**

### **25.3.1**

In addition to the general exclusions as mentioned in article 6 unless explicitly agreed otherwise, no cover for legal aid shall be given to the insured:

- a. if, upon the commencement date of the insurance, he/she could reasonably have foreseen the need for legal aid;
- b. if the amount is € 250 or less;
- c. in the event of conditional intention, recklessness or default on the part of the insured.

## **25.4 Procedure**

### **25.4.1**

If the insured wishes to invoke legal aid, he shall notify DAS, De Entrée 222,, 1101 EE Amsterdam, the Netherlands, telephone +31 20 6 517 517.

### **25.4.2**

If the case is covered, then the insurer transfers the further handling to the organisation which carries out the legal aid under the name of "DAS".

### **25.4.3**

If the enlistment of a lawyer is necessary for the handling of the case, then the choice of the lawyer and/or the expert shall be made by DAS.

### **25.4.4**

The costs shall be for the account of the insured:

- if they have been incurred without prior consultation with DAS;
- if they are related to the enlistment of a lawyer or an expert which took place without prior consultation with DAS;
- to the extent that the costs are the consequence of omissions or errors on the part of the insured in relation to the handling of the case.

### **25.4.5**

Starting from the moment that DAS informs the insured that further handling of the case does not have a reasonable chance of success, the insured can no longer lay any claim to cover, with the exception of the rules on the settlement of disputes.

## ***25.5 Rules on the settlement of disputes if legal aid applies***

### **25.5.1**

In the event of a difference of opinion between the insured and DAS as to the expected result or the manner of handling of the case, after consultation with DAS and for the account of the insurer, the insured shall have one opportunity to place the case before a lawyer of his choice who is an expert in the discipline in question; this must take place as soon as possible, but in any case within one month after DAS has informed the insured of its opinion or manner of handling the case and he/she has disputed it. If this lawyer shares the standpoint of DAS, then the insured may only continue the proceedings for his own account. Should the results show the insured to be entirely or partly right, then the costs will be reimbursed after all, up to the maximum of the insured amount. If the case is already being handled by a lawyer and the insured loses confidence in him, then the insured shall have one opportunity to transfer the case to a different lawyer for the account of the insurer, if DAS, in fairness, can share the standpoint of the insured.

### **25.6.2 Liability**

Experts from DAS are only liable for damage they cause in providing legal aid up to the amount stated in their professional liability insurance. A copy of this insurance policy containing the terms and conditions may be requested from DAS by the insured.

The insurer and DAS are not liable for damage arising by the work activities of an external expert engaged by DAS, either or not at the request of the insured.

### **25.6.3 Complaints settlement**

Complaints about the manner in which legal aid is provided by DAS may be submitted to DAS, P.O. Box 23000, 1100 DM Amsterdam, the Netherlands.

If the insured is of the opinion that the complaint was not handled properly, this complaint may be presented to the Dutch foundation Financial Services Complaints Tribunal (abbreviated in Dutch as KiFiD), P.O. Box 93257, 2509 AG The Hague, the Netherlands, telephone number 0900-355 22 48. This must be done within three months after the final reaction from DAS has been received.

If the insured does not wish to use these possibilities for handling complaints, he / she may present the dispute to the competent court.

## 26. Special conditions cancellation

### **26.1 Definition of terms cancellation**

Attention: this insurance is only valid if it is stated on the insurance policy and the policyholder has paid premium for this.

#### **26.1.1 Cancellation costs**

Cancellation costs are understood to mean the (partial) travel sum and/or the administrative costs the insured must pay if he cancels the reserved journey for study or internship. This sum does not exceed the insured amount as stated in the insurance policy.

#### **26.1.2 Serious illness**

Serious illness is understood to mean an illness that will not heal without direct treatment and may also have lasting effects when treated.

#### **26.1.3 Journey**

A journey is understood to mean reserved transportation and/or stay.

#### **26.1.4 Travel sum**

Travel sum is understood to mean the total amount the insured has paid for bookings and reservations of the costs for courses, classes and registration fees, the prepaid costs for travel and accommodation, the prepaid rental sum for housing and/or any transfer fees in case of a change of apartment. The costs the insured incurs at the place of destination are not included in the travel sum.

#### **26.1.5 Travel sum per day**

Travel sum per day is understood to mean each personal travel sum divided by the number of days travelling for study travel and or internship.

### **26.2 What is insured in case of:**

#### **26.2.1 Cancellation of the journey**

Insured are the cancellation costs from the moment the insured takes out this coverage until the moment the journey begins. Insured is the travel sum including additional charges has paid (in advance) up to a maximum of the insured amount stated on the insurance policy.

### **26.3 Insured events Cancellation**

Insured are the cancellation costs if:

#### **26.3.1 Death, serious illness, serious accident of the insured, family members in the 1st and 2nd degree, household member**

The insured, a family member in the 1st or 2nd degree, household members with whom the insured lives in a family unit dies, becomes seriously ill or becomes seriously injured in an accident.

#### **26.3.2 Required medical treatment**

The insured or his child must undergo necessary medical treatment.

#### **26.3.3 Death, serious illness, serious accident at residential address abroad**

In case of intended stay of the insured with a family residing abroad: sudden occurrence of serious illness, serious accidental injury, or death of one of those family members, as a result of which the family can no longer accommodate the insured.

#### **26.3.4 Vaccination**

For medical reasons the insured unexpectedly cannot receive the vaccination that is obligatory for the travel destination.

#### **26.3.5 Visa**

The insured is unexpectedly and through no fault of his, is unable to get a visa for the travel destination abroad.

#### **26.3.6 Material damage in the home country**

The presence of the insured in the home country is required due to material damage to a property, rented home or the company where the insured is employed.

#### **26.3.7 Material damage study address / internship address**

Serious damage to the own dwelling, the residential address or the study address / internship address, as a result of which the planned study trip / internship cannot go on. In such case, there will only be compensation of tickets paid in advance / reserved for the boat, airplane or train journey.

#### **26.3.8 Loss of means of transportation**

The private means of transportation to be used for the study trip / internship becoming lost within 30 days prior to the planned arrival date at the destination due to theft, fire, explosion or any external contingency. This means of transportation cannot be replaced or repaired in time. An 'external contingency' may for example be an collision, storm or theft. A breakdown, mechanical failure, overdue maintenance and such are not included in this. All these events must occur unexpectedly and during the period of this coverage..

#### **26.3.8 New residence**

If the insured, within 30 days prior to the start of the journey unexpectedly receives a new rental and newly built residence. Also insured is when the insured must also be present during the transfer of existing residence, if insured cannot influence the date of delivery or transfer and this delivery would take place during the journey.

#### **26.3.10 Medical treatment**

If insured, a partner or a child living as part of the household unexpectedly needs to go to hospital for necessary treatment.

### ***26.4 Insured amount and damage compensation Cancellation***

The insurer will compensate the costs up to a maximum of the travel sum, including the additional charges the insured has paid (in advance) up to a maximum of the insured amount. The insured amount is € 1,200.- per event.

#### **26.4.1 Refunds and compensation received**

Has the travel organization already refunded the insured part of the travel sum, or is he entitled to that? Then the insurer will deduct this amount from the damage compensation. This also applies for any other compensation the insured received or which he is entitled to.

#### **26.4.2 Rightful claimant damage compensation**

Only the insured has the right to damage compensation. If the insured dies, the heirs will be entitled to compensation. An heir must always be able to provide evidence that he indeed is an heir.

If no heirs exist at the time of the insured person's death, no payment shall be made under this insurance.

## **26.5 Exclusions Cancellations**

In addition to the general exclusions from article 6, compensation will also not be granted for the costs as referred to in this article.

### **26.5.1 Alcohol use, use of the substances as referred to**

Not insured are the costs if the insured must cancel or interrupt the journey as a result of the use of alcohol, medical drugs, doping, drugs or intoxicants. The exclusion also applies when an insured refuses a breathalyzer, urine or blood test.

### **26.5.2 Existing condition**

Not insured are the costs if the insured must cancel or break off the journey due to an illness, a condition or a defect that was already present or caused complaints in the three months before the insured took out the coverage.

### **26.5.3 Attempted suicide, self-mutilation and suicide**

Not insured are the cancellation costs that are the result of an attempt at suicide, self-mutilation and suicide.

## 27. Special conditions Legal Assistance

### 27.1 Definitions of terms

#### 27.1 Definitions of terms Winter sport

Please note: this insurance only applies if stated in the policy and the policyholder has paid a premium for this.

If it appears from the certificate that the additional premium for the winter sport risk has been paid and the insured person, on account of an insured event during the winter sport, prematurely returns home, or in case of recall, or on medical grounds he furthermore can no longer make use of prepaid skiing lessons, ski pass or ski rental, then a cancellation compensation will be awarded pertaining to the costs referred to, on a proportional basis. A proportional compensation shall be understood to be a compensation of the total number of days not taken in relation to the total number of days of the duration of the lessons, pass or ski rental. Any refunds will be deducted from the compensation to be awarded.

Insured is damage arising while skiing or snowboarding:

- to skiing and snowboarding equipment
  - to the winter sport items hired abroad
  - for costs of ski passes, skiing classes and hired skiing equipment, if the insured is unable to use such items anymore due to an accident or early return. We will then only compensate for the days not used
- damage (no purely pecuniary loss) incurred by the insured in practicing (under)water sports and winter sports indicated with a risk classification of 3 or lower.

#### 27.1.1 Legal Assistance

Legal assistance is the provision of legal advice and the reimbursement of costs attaching to this.

The insured will receive legal assistance in kind. This means that the insured will receive aid in the form of legal advice by experts from legal assistance agency DAS. If DAS considers it necessary, it may engage an expert who is not employed by DAS, for example a legal assistance provider or loss assessor. This external expert may then provide (part of) the legal assistance. Only DAS may engage this expert on behalf of the insured, the insured is not permitted to do so himself / herself.

The insured may choose a legal assistance provider to conduct legal proceedings or an administrative procedure. In many cases, the legal expert employed by DAS may conduct proceedings. However, if the insured so desires, he / she may also choose a legal assistance provider who is not employed by DAS. Also, in case the party that the insured is in conflict with receives legal assistance from DAS, the insured may select a legal assistance provider himself / herself.

If the insured wishes for DAS to engage an external legal assistance provider to conduct legal proceedings or an administrative procedure and according to the laws and regulations it is not mandatory to engage a lawyer (no mandatory legal representation), the insured will be required to pay a deductible of 250 euros. DAS will not assign the external legal assistance provider chosen by the insured, until DAS has received this deductible from the insured.

#### 27.1.2 Costs

Costs will be understood to mean the costs to be incurred by DAS for providing legal aid to the insured. The insured will receive legal aid from experts employed by DAS. The insured will be fully reimbursed for the costs of these members of staff.

Besides this, DAS will reimburse the costs in connection with engaging lawyers, debt collectors, witnesses and experts. However DAS will only reimburse the reasonable and necessary costs incurred.

Within Europe and the non-European countries around the Mediterranean, DAS will pay these costs without limitation. Outside Europe and the non-European countries around the Mediterranean, DAS will pay a maximum of these costs amounting to € 7,500.- per event.

If the insured wishes for DAS to engage an external legal assistance provider to conduct legal proceedings or an administrative procedure and according to the laws and regulations it is not mandatory to engage a lawyer for this (no mandatory legal representation), a different reimbursement of the costs will apply. As part of the maximum reimbursement, DAS will then pay the remuneration and the office costs of the external legal assistance provider up to a maximum amount of € 6,050.- per event. This amount is including VAT.

If multiple conflicts arise from one event, DAS will consider this as one conflict. In such case, the right to the aforementioned maximum reimbursement will only apply once.

Attention: The remuneration of the lawyer is not charged to the insurer if the lawyer acts on the basis of "no cure, no pay". In that case the remuneration will be regarded as included in the damage compensation.

## **27.2 Insurance coverage**

### **27.2.1 Recovery assistance**

Legal aid when recovering damage inflicted on the insured or to his / her property (with the exception of motor vehicles or airplanes or ships belonging to the insured) by a third party who is legally liable for this.

### **27.2.2 Legal defence**

The legal defence in the event that criminal proceedings are brought against the insured, unless an intentional offense is concerned, or else if the insured committed the crime wilfully and knowingly, or if a violation of tax regulations (including customs regulations) is concerned.

## **27.3 Advance payments**

DAS will provide advance payments against sufficient guarantee up to a maximum of € 7,500.- for:

- a. payment of the costs of the insured and the other party that are due for the proceedings and execution, with the exception of the security deposits, in so far as an irrevocable court ruling has determined that these costs must be borne by the insured;
- b. releasing the insured from custody in the undesired event that he is taken into custody following a traffic accident.

Such an advance or security deposit will be regarded as a loan from DAS to the insured, who will repay this in full as soon as the security deposit has been refunded to him in case of a discontinuation of proceedings, in case of an acquittal or else within 15 days after the date on which the competent authority has given its ruling. Repayment to DAS must in any case be made within 60 days after the advance was paid by DAS or the security deposit was made.

## **27.4 Exclusions**

In supplementing the general exclusions of article 6, the insured will receive no legal aid

- a. if the insured is able to reasonably foresee the need for legal aid at the commencement date of the insurance.
- b. if the interest concerned exceeds € 250.-;
- c. in case of (conditional) intent, recklessness or negligence by the insured.

## **27.5 Course of affairs**

### **27.4.1**

If the insured wishes to rely on legal aid, he must report this to DAS as soon as possible at the office address De Entree 222, 1101 EE Amsterdam, the Netherlands, telephone number 0031 (0)20 6 517 517.

### **27.4.2**

From the moment DAS has notified the insured that further handling of the case will not have any reasonable chances of success, the insured will no longer be able to rely on coverage, with the exception of the dispute settlement.

## **27.6 Dispute settlement, liability and complaints**

### **27.6.1 Dispute settlement**

- a. If the insured disagrees with DAS regarding the feasibility of the case or the manner in which DAS handles the case, the insured may request DAS in writing to present this disagreement to a lawyer at the discretion of the insured. This lawyer will receive all information and documentation about the dispute. He / she may also inquire after the position of the insured. Subsequently, the lawyer will present his / her judgment. DAS will be obliged to follow the judgment of this lawyer and DAS will also pay the costs of the lawyer. These costs are separate from the maximum amount as referred to in the summary of cover.
- b. If the insured disagrees with the judgment from the lawyer, the insured may continue handling of the case at his / her own expense and risk. If the insured is proved (partially) right in an irrevocable judgment, DAS will as yet reimburse the reasonably incurred costs of legal aid up to the amount as referred to in the summary of cover.
- c. In principle, DAS will continue handling the case in accordance with the judgment from the lawyer appointed by the insured. However, DAS may also decide to hand over handling of the case. The insured will then choose to which lawyer the case is handed over. However, this may not be the lawyer who presented his judgment, nor may it be a colleague from the same office of this lawyer.
- d. The right to rely on this dispute settlement will lapse one year after DAS has informed the insured about its position in writing.
- e. This dispute settlement does not apply for legal disputes with a lawyer or an external expert, regardless whether or not this lawyer or external expert was engaged at the request of the insured.

## **28. Special conditions Winter sport**

### **28.1**

Please note: this insurance only applies if stated in the policy and the policyholder has paid a

premium for this.

If it appears from the certificate that the additional premium for the winter sport risk has been paid and the insured person, on account of an insured event during the winter sport, prematurely returns home, or in case of recall, or on medical grounds he furthermore can no longer make use of prepaid skiing lessons, ski pass or ski rental, then a cancellation compensation will be awarded pertaining to the costs referred to, on a proportional basis. A proportional compensation shall be understood to be a compensation of the total number of days not taken in relation to the total number of days of the duration of the lessons, pass or ski rental. Any refunds will be deducted from the compensation to be awarded.

Insured is damage arising while skiing or snowboarding:

- to skiing and snowboarding equipment
  - to the winter sport items hired abroad
  - for costs of ski passes, skiing classes and hired skiing equipment, if the insured is unable to use such items anymore due to an accident or early return. We will then only compensate for the days not used
- damage (no purely pecuniary loss) incurred by the insured in practicing (under)water sports and winter sports indicated with a risk classification of 3 or lower.

### **28.2 Insured amount**

The maximum insured amount shall be € 1,200.-

### **28.3 Validity of the insurance**

The insurance will only be valid if taken out within 21 days after booking the travel arrangements; premiums already paid for on an invalid insurance for costs of cancellation will be refunded upon request.

No refunds will be awarded over paid premiums, other than in case of cancellation of the study/ internship agreement, travel agreement or rental agreement by the educational institute, the internship provider, the transportation organization or the landlord.

### **28.4 Special obligations**

Apart from the general obligations as referred to in the general terms and conditions, the following obligations apply:

- a. The insured person - or else the interested party to this insurance - is obligated to notify the insurer forthwith of the circumstances which might lead to a right to compensation pursuant to this agreement.
- b. They are also obligated, if so requested by insurer, to submit authentic proof in case of a claim pursuant to this insurance and, moreover, to grant all cooperation reasonably requested by insurer.
- c. They must also submit proof of the paid registration fees and/or the wholly or partially paid travel/ rental costs.

### **28.5 Not insured**

Not insured is:

- damage arising because the insured ignored warnings or a prohibition on or around the skiing slope
- damage of only ski poles, bindings, the base or the sides of the skis or snowboard, unless further use is rendered impossible as a result of this damage.

