

# Private liability insurance

Policy conditions

policy wrapper 312-01

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## 1. Definitions

### 1.1 The insured

The insured

The persons mentioned in the policy, provided that they are permanently resided in the Netherlands Antilles or Aruba.

### 1.2 The company

Company

FATUM/De Nederlanden van 1845

Schadeverzekering N.V.

### 1.3 Replacement value

The amount required to obtain new objects of the same kind and quality.

### 1.4 Replacement value

Current value

The replacement value less a reasonable amount on account of depreciation due to obsolescence and wear.

### 1.5 Accident

By accident are meant:

- a. an incident in which the insured is suddenly affected by an external force, causing instant physical injury; medical establishment of nature and place of the injury should be possible;
- b. 1. substances or objects unintentionally getting from outside into the digestive tract, the bronchial tubes, the eyes or auditory ducts, causing internal injury;
2. acute poisoning by swallowing gases, vapors, liquid or solid substances, with the exception of poisoning by taking medicine or stimulants and poisoning by germs and allergens in the widest sense of the word, without prejudice, however, to the provisions of 3, 4 and 6;
3. infection by substances containing germs, due to involuntarily falling into the water or into any other liquid or solid substance;
4. wound infection, blood poisoning and other diseases contracted by germs penetrating into injury originating from an accident, provided that nature and place of the injury can be established medically;
5. asphyxiation, drowning, sunstroke and freezing;
6. injury, death or harm to one's health, willfully caused by others;
7. starvation, thirsting, exhaustion and sunburn due to isolation because of isolation in case of shipwreck, emergency landing, and collapse;
8. Complications and deterioration that occur in case of first aid or treatment applied to the insured, only however, if treatment was given by a doctor or on a doctor's orders.

### 1.6 Acute illness

By acute illness is meant:

an illness setting in suddenly, accompanied with rapid development and severe symptoms from which the insured does not or did not suffer before commencement of the insurance.

### 1.7 Cost of medical treatment

Costs of medical treatment

By costs of medical treatment are meant:

- first aid;
- doctors and /or specialists' fees
- nursing, treatment and operation in a hospital;
- treatments and examinations on doctor's orders;
- medicine and dressing material bought on doctor's orders;
- transport to and from the nearest hospital;
- artificial replacements that have become necessary because of the accident;
- elbow or armpit crutches bought on doctor's orders.

### 1.10 Luggage

By luggage are meant:

- articles, including prams, strollers and wheelchairs the insured has taken along for his own use, or has bought during his trip;
- artificial replacements;
- contact lenses;
- travel documents, by which are meant : passports, driver's licenses, license numbers, license plates, visas, waybills, laissez passers;
- (rented) skis and/or diving equipment and fittings, if insurance includes the risks of winter and underwater sports;
- valuables, by which are meant; platinum, gold or silver objects, mounted pearls, fur, leather and/or suede clothing, musical instruments, binoculars, photographic, film, video, picture and sound equipment.

excluding:

- money and transferable securities;
- all motor vehicles including motorbikes, trailers and vessels, including loose parts and accessories.

## 2 Insurance area

The insurance applies to trips all over the world. Provided the insured is a resident of the Netherlands Antilles or Aruba.

## 3 Duration of the insurance

The insurance is effective for the period mentioned on the schedule, from the moment of leaving the house to begin the trip abroad until the moment of return.

Maximum length of the insurance is 60 days, including dates of departure and return.

## 4 Extension of cover period

If duration of the trip is extended because of an event or circumstance beyond the control of the insured and whose prevention could not be influenced by him, the insurance shall remain effective for the insured in question, without any premium being due, until the earliest possible time of return.

## 5 Luggage

### 5.1 Definition of cover

Compensation is given by the insurance in case of material loss by the insured because of loss, damage or destruction of his luggage. Ensuing damage is not insured. The above is subject to subtraction of an amount of an amount of f100,00 per case, for own risk. When assessing the loss or extent of damage to any object forming a group with one or more other objects, the depreciation of the other objects because the original group has become incomplete as such or damaged shall not be taken into account. The company may have damaged luggage repaired for its account.

### 5.2 Damage regulation

#### a. Compensation of damage

The Company shall compensate to a maximum of the insured sums per insured person:

1. In case of damage to an insured object only the costs of repair;
2. if costs of repair are more than the current value, repair is impossible, or the insured object has been completely lost or stolen; the current value of the insured object.

#### b. Replacement value regulation

Deduction because of depreciation due to obsolescence or wear shall not be applied to insured objects of less than one year. In such case the replacement value of the relevant insured object shall be compensated.

#### 5% regulation

c. The Company shall also compensate the costs of buying replacement clothing and toilet articles, to a maximum of 5% of the insured sum of the luggage, if and in so far buying was necessary because of temporary or permanent loss of the registered luggage during transport on the trip out. Necessity must be proved, and purchase bills must be submitted.

#### d. Maximum compensations

1. Artificial replacements to a maximum of 3% to the insured sum; contact lenses to a maximum of f. 100,00 per contact lens.
2. Articles bought by insured during his trip, in so far as the purchases can be proved by bills/sales slips, to a maximum of f. 500,00 per person insured.
3. (Rented) skis and/or diving equipment with corresponding fittings, to a maximum of 30% of the insured sum.
4. Bicycles. (wind) surfing equipment, inflatable and collapsible boats will be compensated to a maximum of 10% of the maximum of the insured sum mentioned on the schedule.
5. Photographic, film, video, picture and sound equipment, furs, leather and/or suede clothing, musical instruments, jewelry and watches will be compensated to a maximum of 30% per insured person of the maximum mentioned on the schedule for luggage; only one person is entitled to compensation for one object.

#### 5.3 The following are not considered to be luggage:

1. Vehicles other than those mentioned in the definitions, and also their fittings, parts or accessories.
2. Household effects, antique, stamp collections, other valuable articles of art or collection, money and negotiable securities, merchandise, samples, designs, etc.
3. Computers and their corresponding peripheral and communication equipment.

## 6. Cost of medical treatment

### 6.1 Definition of cover

- a. The insurance compensates the costs of medical treatment that have become medically necessary and have been made during the currency of the insurance, due to accident and/or acute illness.
- b. If, based on the provisions of article 4, the cover period of this insurance should be extended, the costs referred to under a. made after the original termination date of the insurance shall only be compensated if transportation of the insured to the Netherlands Antilles or Aruba is not medically responsible.

In such cases the costs of medical treatment made are insured, based on medical necessity, if and for as long as the insurance outside the Netherlands Antilles and Aruba remains in effect, until the 365th day at the most after treatment began, but not longer than the moment of return to the Netherlands Antilles or Aruba. All the above, to a maximum of the insured sum mentioned on the schedule.

### 6.2 Compensation

- a. If an accident has happened to the insured during the currency of the insurance, medical costs made after return to the Netherlands Antilles on Aruba within 365 days after the date of the accident, will be compensated to a maximum of f.1000,00
- b. For the costs of medical treatment made in the Netherlands Antilles or Aruba compensation shall never be more than the maximum insured sum mentioned on the schedule.

- c. In case of hospitalization the insured is obliged to take nursing in a class not higher than the corresponding class of his sickness insurance in the Netherlands Antilles or Aruba or the lowest class, if there should be no such corresponding class.
- d. If the insured has traveled exclusively or partly with the aim of undergoing ( para ) medical treatment, the costs in connection with the illness or defect in question shall not be insured.
- e. If the additional premium for underwater/winter sports has been paid, the costs of medical treatment because of accidents resulting from underwater sports or winter sports shall be compensated for 365 days at the most, counting from the day of the accident, only however, if the medical treatment referred to has begun outside the domicile of the insured, and within the currency of the insurance. All the above, to a maximum of the insured sum mentioned on the schedule.  
After return to the Netherlands Antilles or Aruba, the costs of medical treatment shall be to a maximum of f.1000,00

## 7. Cost of dental treatment

The necessary costs of dental treatment, due to complaints originating during the currency of the insurance, are insured in so far as such treatment(s) could not be postponed until after return to the Netherlands Antilles or Aruba, in the opinion of a dentist. If the costs of dental treatment should result from an accident that happened to the insured during the currency of the insurance, the costs made for such treatment at his domicile will be compensated as well, in so far as such costs have been made within 365 days after the date of the accident. Compensation for dental treatment shall be to a maximum of Article 8 Extraordinary costs.

## 8. Extraordinary costs.

### Compensation

#### a. General

1. Travel expenses will be compensated based on public transportation travel expenses for the lowest class.
2. Accommodation expenses will be compensated to a maximum of the amount a day per person, mentioned on the schedule.
3. For all extraordinary costs together, compensation shall never be more than the amount mentioned on the schedule.

#### b. Costs in connection with death

- In case of death of one of those insured due to accident or acute illness, the following shall also be compensated;
1. either the costs of the local funeral or cremation, as the case may be, not being on the island in which the insured lived, and the costs strictly necessary for the presence of the spouse or the person with whom the insured lived together permanently, and a maximum of two relatives of the deceased, not more than twice removed, and also the strictly necessary costs of accommodation for a maximum of three days. –or the costs in connection with the transportation of the mortal remains to the latest domicile of the insured (including the costs of the required transport regulations. Necessary coffin and documents).
  2. If medically required, the costs of the coming over of one person to accompany the insured shall be compensated, if the person co-insured has died during the currency of the insurance.
  3. There shall be no right to compensation of costs in case of death, if the trip was (partly) made to undergo (para) medical treatment.

For persons of 65 years of age and older the above shall only apply in case of death due to accident.

All the above to the maximum insured sum mentioned on the schedule.

### c. Costs of coming over

Costs of going abroad for a maximum of two persons from the Netherlands Antilles or Aruba to an insured person:

1. inclusive accommodation for a maximum of seven days, if the life of the insured is in danger, in the opinion of a doctor, due to accident or acute illness. For persons of 65 years of age and older, this cover only applies in case of an accident.

There shall be no right to compensation of these costs if the trip was (partly) made by the insured to undergo medical treatment.

The lowest airplane fares from the Netherlands Antilles or Aruba shall apply.

2. inclusive accommodation, provided on medical grounds, for one person until the earliest possible time of return to accompany an insured person who had an accident or was struck by acute illness abroad during the currency of the insurance. For persons of 65 years of age and older, this cover only applies in case of an accident. Costs of accommodation shall be compensated to a maximum of f.100,00 a day per person.

### d. Extra costs in connection with the interruption of trips the extra costs of interruptions shall be compensated according to the lowest airplane fare;

1. in case of death or danger of life, in the opinion of a doctor, of the spouse of the insured or the person living permanently together with him/her or relatives up to twice remove, in the Netherlands Antilles or Aruba;
2. if, due to fire, theft, or natural force serious damage; has been caused to property of an insured person in the Netherlands Antilles or aruba, or to the company where he is employed and his presence is urgently required.

### e. Extra expenses for travel and accommodation

1. If transportation to the Netherlands Antilles or Aruba is required because of accident or acute illness, extra costs shall only be compensated in case of medical grounds. For persons of 65 years of age and older, this cover only applies in case of an accident.
2. The costs of necessarily longer accommodation, made for an insured person, making it medically not responsible to start the trip back home; these costs shall be compensated to a maximum of f. 100,00 a day per insured person.
3. There shall be no right to compensation of costs in case of death, if the trip was (partly) made to undergo (para) medical treatment.

### f. Tracing and rescue costs

In case of accident or acute illness covered by the policy, the company shall compensate to the insured or legal representative(s) the necessary costs which, in the opinion of the local competent authorities, will have to be made for tracing an/or rescuing the insured. Costs shall also be compensated in case the competent authorities should presume that an accident has happened. For persons of 65 years of age and older, this cover only applies in case of an accident.

Costs shall be compensated to the maximum of the insured sum mentioned on the schedule.

### g. Telephone, telegram, facsimile (fax) and telex costs.

If right of compensation of damage, right to payment or right to assistance can be derived from this insurance, the strictly necessary telephone, telegram, fax and telex cost shall be insured to the maximum amount mentioned on the schedule.

## 9. Accident insurance.

For the accident insurance category, the policy terms of the accident policy used by the Company at the time of commencement of the travel insurance shall apply, unless they should be deviated from in the

terms of the travel insurance.

Insurance is included for the risk attached to riding a motorcycle or a scooter, with the exception of mopeds, with a cylinder capacity of 50 cc at the most, and provided the insured has the age required for riding a motorcycle.

The other policy terms of the accident insurance can be obtained on request.

## 10. Damage to lodgings

If otherwise than through willfulness, conditional intent or gross negligence, the insured should damage the furniture and fittings or the buildings of hotels, bungalows or other lodgings where he/she is actually staying, the Company shall compensate such damage to the maximum insured sum mentioned on the schedule, if damages amount to f.100, 00 or more. This category also includes compensation of costs resulting so far as the insured should be liable for such loss.

## 11. Exclusions

### a. General exclusions

The Company is not liable for compensation if the damage was caused by:

- either directly or indirectly by armed conflict, uprising, civil war, civil commotion or revolt. If the circumstances make it plausible that the accident was the result of one or more of the circumstances referred to above, the company shall not be liable to pay, unless the insured or the beneficiary should prove that the accident did not result from the causes referred to.
- artificially caused nuclear fission;
- willfulness, conditional intent or gross negligence or caused with the consent of the insured or his beneficiary.

The Company is not liable for compensation if:

- the insured should not observe one of the obligations mentioned by the terms and conditions;
- The damage was caused in connection with performing occupational duties, not being of a commercial or administrative nature;
- The damage is connected with, or consists in imposed fines, respectively;
- The damage has resulted from or consists in arrest, attachment or seizure, respectively;
- There should be misrepresentation or misstatement on the part of the insured, in connection with a claim submitted. In such case the right to compensation will be concealed for the whole claim, including those parts of the claim for which there was no misrepresentation or misstatement

Nor is the Company obliged to pay compensation, if any right for compensation can be derived from a different provision or insurance, irrespective of their earlier or later date, with the exception of payment of a capital sum in case of accident.

There shall be no right to any payment or compensation for accidents in case of damage, costs or losses, if they have not been claimed within a year of being made payable.

### b. Luggage

The Company is not liable for compensation on account of ;

- damage to suitcases;
- damage caused by wear of the object itself or immediately resulting from inherent defect, inherent vice or nature, and the nature of the object itself;

- damage to clothing, arising from a gradual effect on the objects, and from moths or other vermin;
- damage caused by confiscation by a foreign power.

There shall be no right to compensation if the insured has not observed normal caution to prevent loss, theft or damage of the luggage.

Normal caution has not been observed in the following case, among others:

1. in case of leaving behind valuable luggage, money, cheques, valuables such as jewelry, watches, furs and the like, photographic, picture and video equipment, radios, T.V. set etc. on or in a motor vehicle or other vehicle, if not left behind in a duly locked trunk and not visible from the outside, which is not accessible or cannot be opened from the passenger compartment. In case of a family car with a 3rd or 5th door, and also in the case of a station wagon the trunk should be duly covered by a back shelf or similar duly fitted provision;
2. in case of leaving the objects mentioned under 1. behind otherwise than in spaces duly locked and not visible from the outside.

There shall be no cover if the luggage in suitcases and bags is left behind in a vehicle during an overnight stay.

**c. Costs made for medical treatment:**

- on the island where the insured lives will not be considered for compensation, unless consequent on an accident.
- On account of an accident that happened during the currency of the insurance, costs of specialist treatment after the insurance period shall be compensated to a
  - maximum of f.1000,00
  - For a maximum of 365 days, counting from the day of the accident.

Costs in connection with:

- illnesses or defects, pregnancy, childbirth and abortion;
- suicide attempt;
- use of alcohol or other drugs, intoxicants or stimulants, particularly including soft or hard drugs;
- drunkenness; are not considered for compensation.

**d. Extraordinary costs.**

The Company is not liable to payment for the consequences of accidents and the corresponding costs resulting from:

- illness, being crippled, abnormal physical or mental condition, or being affected by alcoholic beverages, intoxicants, stimulants or similar substances;
- being in an air-vessel, unless rightfully as a passenger of a multi-engine passenger airplane, which is being used as such at that moment;
- participating in, practicing or preparing for speed races, record races and reliability races and reliability races with horses, cars, (motor) cycles, and go-karts;
- a bold venture, deliberately and recklessly endangering life or body, unless such venture was for rightful self-defense or while attempting to save oneself, others, animals or goods;
- wilfully committing or participating in a crime.

Not covered by the insurance are accidents occurring to the insured;

1. while practicing winter and underwater sports, unless it should result from the premium calculation that risks of winter/ underwater sports are included and on condition that the insured person is not older than 65.  
The following are not covered, at any rate; skiing/crosscountrying

outside the slopes, tracks and runs open or marked out for the public, ski-jumping, ski-flying, ski-joring, alpine skiing, tour skiing, bobbing, tobogganing, skeleton tobogganing, ice-hockey, paraskiing, heli-skiing, the figure –jumping part of freestyle skiing, and preparing for and participating in winter sport competition (except for Gaste racing);

2. while practicing, participating in hazardous sports, respectively, such as: martial arts (e.g. boxing, wrestling, judo, jujitsu, karate, taekwondo and/or other physical strength sports), hang-gliding and the like, parachuting, slalom canoeing, horse races, bicycle races, competition rugby and seasailing;
3. while participating in high mountain trips above 2500 metres;
4. while participating in a hunt;
5. during (under) water excursions all by himself.

## 12 Obligations in case of damage

- a. As soon as an insured person knows of an incident which may imply an obligation to pay for the Company, he is obliged to:
  1. notify the Company of that incident as soon as possible, but within 3 months at the latest after the date of the damage;
  2. supply all information as soon as possible;
  3. fully cooperate, and refrain from anything that might harm the Company's interests;
  4. submit to the Company a written and duly signed statement on the cause, the facts of the case and the extent of the damage;
  5. prove ownership, value and age of the luggage by means of original purchase slips, guarantees, bank statements, repair bills, expert certificates, or other supporting evidence required by the Company.
- b. In case of loss or theft of luggage, the local police of the place of loss or theft should be notified at once; In case this should not be possible other eligible authorities or persons should be notified, such as airport authorities, conductors, station masters, ship's captains, hotel owners or tour managers, and written proof of such notification must be submitted to the Company.
- c. In case of death due to accident or acute illness the heir, the beneficiary of the insured, respectively, is obliged to notify the Company at once.
- d. In case of hospitalization, the Company should be contacted within 48 hours.
- e. In case of acute illness a medical report stating the diagnosis of the doctor who attended him must be submitted.
- f. The damaged articles or objects must be submitted to the Company when so requested.
- g. In the case of extraordinary costs original written documents must be submitted to the Company.
- h. The insurance does not give any cover if one of the above obligations have not been complied with, and the Company's interests have thus been injured.

## 13 Payment by the Company

### 13.1 The Company shall be legally discharged if payment due by virtue of this insurance are made as follows:

- a. costs on account of death, to the person(s) who made the expenses;
- b. the other payments to the contracting party, to the person(s) damage, respectively.

### 13.2 The payments based on the accident policy will be made;

- a. in case of death, to the legal heirs of the insured, unless agreed upon otherwise;

b. in case of permanent disability, to the insured who suffered the accident.

### 13.3

Claims shall be paid in Netherlands Antillean currency or Aruban florin, in the Netherlands Antilles and aruba, taking into consideration the current rate valid on the day of payment of the written documents submitted.

## 14 Premium restitution

The Company shall only restate premiums if the intended trip was not begun at all.

*This translation has been issued for the convenience of our English speaking customers.  
The contract is exclusively governed by the Dutch wording of the policy.*