

Accident insurance

Policy conditions

Policy wrapper 210-94

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1. Definitions

1.1 The company

FATUM General Insurance N.V.

1.2 Contracting party

The person who has contracted the insurance, and who is mentioned as such on the policy sheet.

1.3 Insured

He who has been mentioned as such on the policy sheet.

2. Basis of the insurance

The statement and specifications applied by the contracting party and the insured to the company, e.g. in the application form, health statement(s) and the examination report(s) together form the basis of the insurance contract and are deemed to be a constituent part thereof. In case the statement and specifications referred to appear to be erroneous or untruthful as well as in the event of non-disclosure of circumstances known to the insured or contracting party, the company will have the right to annul the contract.

3. Territorial limits

The insurance is in force world-wide, provided that insured actually resides in Aruba, Curaçao, Sint Maarten and the BES-islands (Bonaire, Sint Eustatius and Saba).

4. Cover

4.1 Definition accident

An accident in the meaning of this policy is understood to be: a sudden, unexpected external violent impact on the body of the insured which directly in one moment causes bodily injury that can be medically ascertained.

An accident is also understood to be:

- a. acute poisoning arising from the unwanted penetration from outside of gases, vapors, liquid or solid substances into the body otherwise than poisoning due to the use of medicines or to getting down allergens;
- b. infection by disease germs or an allergic reaction if this infection or reaction is the direct result of an involuntary fall into the water or into any other substance or is the result of going into it in an attempt to rescue people, animals or physical objects;
- c. involuntary penetration of substances or objects into the digestive tract, eyes or auditory organs, thus causing internal injury, with the exception of penetration of germs or allergens;
- d. suffocation, drowning, freezing, sunstroke;
- e. exhausting, starvation, parching and sunburn resulting from unforeseen circumstances;
- f. infection of wounds or blood-poisoning caused by the penetration of disease germs into an injury caused by a covered accident;
- g. complications and aggravations of an accident injury as a direct result of first aid or medical treatment having become necessary due to the accident.

4.2 Section A: right to death benefits

If the insured dies as the direct and exclusive result of an accident the company will pay the sum insured for death. A benefit payment on account of permanent disablement because of the same accident will be deducted from the death benefit.

If the insured as well as his life partner are insured with the company under an accident insurance with a cover for Section A and both of

them die as a result of the same accident for which a right to a benefit payment under the accident insurance exists, the company will not only pay the insured death benefit to the beneficiary/beneficiaries as agreed, but also the same amount in the aggregate to the children under age 21 (including foster children and stepchildren) of the insured. A life partner is understood to be the spouse to the insured or the person with whom the insured lives permanently together.

4.3 Section B: right to benefits in case of permanent disablement

In case of permanent disablement of the insured as the direct and exclusive result of an accident the benefit will in accordance with the provision of article 6 be determined at a percentage of the amount insured for permanent disablement at the time of the accident. Should the insured prior to the determination of the benefit percentage have died within 2 years after the accident, otherwise than due the accident, the right to a benefit will continue to exist. The level of the benefit will be determined on the basis of the definitive degree of disablement to be expected on the basis of the medical reports if the insured would not have died.

4.4 Section C: right to benefit in case of temporary disablement

In case of entire or partial disablement of the insured to exercise his profession as result of an accident, the company will pay as long as the disablement takes the entire sum insured, respectively a part of the insured sum. The period of indemnification ends on the day the insured is able to exercise his profession, a right to benefit in case of permanent disablement receives or dies. In case temporary disablement is insured from day to day periodical payment till at the most the insured day payment as mentioned in the policy. The company pays on the end of every calendar month, provided that termination of the temporary disablement the payment happens as soon as possible after the day on which the termination is known by the company.

4.5 Section C: extension definition accident

Only referring to Section C an accident is also understood to be: intestinal rupture, lumbago, hernia nuclei pulposi, tendovaginitis, muscular strain, non-total muscle/tendon rupture, peri-arthritis humeroscapularis, tennis elbow (epicondylitis lateralis) or golfers' elbow (epicondylitis medialis). For every accident as mentioned in the paragraph above the payment will not be longer than 21 days; in case of hernia nuclei pulposi the payment will be done just ones during the term of the insurance.

4.6 Section D: payment of the cost in case of medical treatment

In case of medical treatment as a result of an accident of the insured, the company pays the costs till the insured sum. Costs are just the costs made in case of a consult and/or treatment of doctor, bandages, medicines which are prescribed by a doctor, treatment and nursing in a hospital, transportation for medical treatment, purchase of prosthesis, a wheelchair or a guide dog.

These costs will be paid as long as they are necessary as a result of the accident. In the meaning of this section there is no right for payments which, if this insurance does not exist, can be claimed on basis of an other insurance, law or other supply.

5. Exclusions

The company is not liable to make any payment on account of:

- a. claims at which the contracting party, the insured or the person entitled to the benefits has given a misrepresentation of the facts or made an untruthful statement;
- b. accidents caused by design or with the consent of the contracting party, the insured or another person interested in the benefit payment;

- c. accidents incurred in connection with willful commitment or participation in a crime or attempt thereto by the insured;
- d. accidents due to a daring venture at which the insured endangered his life or body in a reckless way unless this venture was in reason necessary for properly carrying out his occupation, or was performed in rightful self-defense or in attempt to rescue himself, others, animals or goods;
- e. mental complaints of any nature, unless they can be medically demonstrated as being the direct result of brain injury occurred during the accident;
- f. accidents made possible by being under the influence of alcoholic beverages;
- g. accidents of which the occurring is in any way connected with the use of or addiction to narcotics, stimulants or similar drugs, unless they were used in accordance with a prescription of a general practitioner and the insured duly observed the users' instructions;
- h. intestinal rupture, lumbago, hernia nuclei pulposi, tendovaginitis, muscular strain, non-total muscle/tendon rupture, peri-arthritis humeroscapularis, tennis elbow (epicondylitis lateralis) or golfers' elbow (epicondylitis medialis), for section A, B and D;
- i. penetration of disease germs, e.g. those causing malaria, into an insect bite or sting;
- j. the consequences of a medical treatment undergone by an insured, without any existing connection with an accident covered under the policy, which necessitated this treatment;
- k. accidents incurred by an insured while riding a motorcycle with a cylinder capacity of 50 cc. or more, unless otherwise stated on the policy;
- l. accidents resulting from activities with woodwork machines, if the performance of these activities is the main component of the professional duties of the insured;
- m. accidents connected with the use of a motor aircraft otherwise than as a passenger;
- n. accidents resulting from: - making mountain trips across glaciers, unless under the guidance of a recognized guide; - mountain climbing; - participating in and training for competitions with motor vehicles, motorboats, mopeds and bicycles if the speed element dominates the competition; - going in for sports as a subsidiary profession;
- o. accidents caused by an armed conflict, civil war, insurrection, civil commotions, riots or mutiny;
- p. accidents caused by, occurring at or resulting from a nuclear reaction, irrespective of how this reaction arose. This exclusion does not apply to loss or damage caused by radioactive nuclides that are outside a nuclear plant and are used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided there is a valid license (as far as required) issued by the government for the production, use, storage and disposal of radioactive material. A 'nuclear plant' is understood to be a nuclear plant in the meaning of the Liability Nuclear Accidents Act (Statute Publication 1979-225), as well as a nuclear installation aboard a ship.

6. Determination of benefits in case of permanent disablement

6.1 Total loss (of function)

The method of determination of the payment at permanent disablement is selected dependent on the part of the body or organ that has been fully or partially lost or become useless. In case of total loss of (function of) the following organs/parts of the body the benefits correspond with the relative percentages of the sum insured:

- loss of sight in both eyes: 100%
- loss of sight in one eye: 30%
- but if the company has paid benefits under this

- insurance on account of loss of sight in the other eye: 70%
- hearing in both ears: 60%
- hearing in one ear: 25%
- but if the company has paid benefits under this
- insurance on account of loss of hearing in the other ear: 35%
- one arm (incl. forearm, hand and fingers): 75%
- one forearm (incl. hand and fingers): 70%
- one hand (incl. fingers): 60%
- one thumb: 25%
- one index finger: 15%
- one middle finger: 12%
- one ring finger: 10%
- one little finger: 10%
- one leg (incl. lower leg, foot and toes): 70%
- one lower leg (incl. foot and toes): 60%
- one foot (incl. toes): 50%
- one big toe: 5%
- one other big toe: 3%
- the spleen: 5%
- taste and smell together: 10%
- one kidney: 10%

6.2 Partial loss (of function)

In case of partial loss of (function of) one or more of the parts of the body or organs referred to in the above a proportional part will be paid. In case of complete loss of (function of) more than one finger of a hand no higher amount will be paid than for loss of the entire hand.

6.3 Determination of the percentage of loss (of function)

The determination of the percentage of loss of (function) will be done by means of a medical examination in Aruba, Curaçao, Sint Maarten and the BES-islands (Bonaire, Sint Eustatius and Saba) in accordance with objective standards (leaving professional activities out of consideration) in accordance with the most recent edition of the 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (A.M.A.) at the time of the determination of the loss (of function).

6.4 Impact of aids and appliances

For the determination of the degree of loss of function (6.3) and permanent disablement the situation without externally placed aids and appliances is taken as the basis, but –if placed- with internal aids and appliances.

6.5 Maximum benefit payment

For permanent disablement caused by one accident the payment will never exceed 100% of the amount insured for permanent disablement.

6.6 Time limit for the determination of benefit in case of permanent disablement

The payment in case of permanent disablement is determined as soon as the situation can be regarded as stable but in any case within 2 years after the date of the accident, unless the contracting party and the company have agreed upon otherwise.

6.7 Compensation of interest

If the benefit for permanent disablement has not yet been determined within one year after the accident, the company will pay the legal interest on the amount to be paid out as of the 366th day after the accident. The interest will be paid at the same time as the benefit payment. If the notification period of 3 months referred to in article 9.1 has not been observed and consequently the benefit percentage for permanent disablement can be determined only at a later date than would have been possible in the event of timely notification, no interest will be paid for the period of the delay.

7. Effect of existing disablement or sickness

Should the consequences of the accident be aggravated by illness, infirmity or an abnormal physical or mental condition of the insured, the benefits will be ascertained on the basis of the consequences the accident would have had if the insured had been completely fit and healthy, unless these circumstances are the result of an earlier accident in respect of which the company has paid or will have to pay as yet a payment under this insurance. To the extent an existing invalidity has been aggravated by the accident, the company will not pay benefits for this. If the insured was already (partially) disabled prior to the accident and is entitled to payment under article 6, only the difference between the degree of permanent loss of function/permanent disablement prior to and after the accident will be paid out, in which case also the degree of permanent loss of function/permanent disablement prior to the accident will be determined in accordance with article 6.

8. Period of validity

When the company has taken a definitive position in respect of a claim of a claimant under the policy, either by turning down the claim or by (an offer of) payment by way of final settlement, all rights towards the company on account of the loss or damage for which the claim was submitted will lapse after one year starting on the day when the claimant or his authorized representative was informed of this position, unless the contracting party or another interested party has challenged the decision of the company within that period.

9. Obligations in case of loss or damage

9.1 Period for notification

In the event of death the contracting party or beneficiary is obliged to notify the company thereof at least 48 hours prior to the burial or cremation. In the event of permanent disablement the contracting party is obliged to notify the company as soon as possible but no later than within 3 months, of an accident that might result in a claim for payment on account of permanent disablement. If the notification is done later, there may nevertheless arise a right to payment if it can be proved that the company would have been obliged to pay benefits in the event of timely notification.

9.2 Obligation of the beneficiary/beneficiaries in the event of death

In the event of death of the insured resulting from an accident his beneficiary/beneficiaries is/are obliged if so requested, to give his/their cooperation towards all measures to ascertain the cause of death.

9.3 Obligations of the insured after an accident

As soon as an insured is aware of an event that might result in an obligation for the company to pay compensation, he is obliged on penalty of losing his rights:

- a. to submit himself immediately to medical treatment and continue to do so if this would in reason to be required;
- b. to do everything to promote his recovery and at least follow the advice of the attending physician;
- c. to have himself examined at the request of the company by a physician to be designated by the company or to have himself admitted to a hospital or other medical institution to be designated by the company for examination; the costs connected therewith are for the account of the company;
- d. to supply the company as soon as possible with all relevant details;
- e. to give every cooperation to the settlement of the claim and to refrain from anything that could harm the interests of the company;

- f. to supply the company with a signed explanation in writing about the cause, facts and the extent of the loss or damage;
- g. to inform the company in good time in the event of leave for abroad.

9.4 Limitation period

Any right to payment in respect of permanent disablement lapses if the notification is not done within 5 years after the event on account of which the policy could have been taken recourse to.

10. Premium

10.1 Premium payment

The premium and/or charges are payable in advance. The contracting party shall pay the premium and/or charges no later than on the 30th day after their having become due.

10.2 Non-payment of premium

The insurance shall not be in force for events taking place after:

- a. the contracting party has refused to pay the premium and charges, or;
- b. the period of 30 days as mentioned above has expired without the premium and/or charges having been paid.

No further notice of default by the company is required in such cases. The contracting party shall still have to pay the premium and/or charges. The insurance shall be reinstated for events taking place on the day following the day after the payable premium and/or charges have been received and accepted by the company.

10.3 Refund of the premium

Upon termination of the insurance the contracting party shall be entitled to a refund for the period that the insurance is no longer in force, after deduction of the costs of the administrative expenses due.

11. Adjustment of the insurance

The company shall have a right to change the premium and conditions of a group of insurances of the same kind as this insurance. If this insurance belongs to such group, the company shall be entitled to adjust the premium and/or conditions of this insurance in accordance with the change, on a date to be determined by the company. The contracting party shall be notified of the change and will be supposed to have agreed, unless he has informed the company of the contrary in writing, within the period mentioned in the notification. In the latter case, the insurance shall be terminated on the date mentioned by the company in the notification. The possibility of termination by the contracting party does not apply if:

- a. the change of premium and/or terms results from statutory regulations or provisions;
- b. the change implies a premium reduction and/or extension of the coverage.

12. Change of occupation

The company should be notified in writing of change of occupation or duties of the insured within 30 days after the change. If the change in the opinion of the company does not result in an aggravation of the risk, the insurance will remain unchanged, maybe against a lower premium as of the date when the company was notified of the change. In the case of aggravation of the risk that is acceptable to the company, the premium will be adjusted to the new risk while also the other conditions may be adjusted on that occasion. The contracting party has the right to raise objections to the adjustment within 30 days, in which case this insurance will be terminated at the end of the said period. If the change should be unacceptable to the company, it will have the right to

terminate this insurance with due observance of at least 14 days' notice. In respect of occupational accidents occurring during a period in which an acceptable increase in the risk is unacceptable to the company, there will be a right to benefits only for non-occupational accidents.

13. Termination of the insurance

The insurance contract is terminated:

13.1 automatically

- a. 30 days after the insured ceases to be a resident and domiciled in Aruba, Curaçao, Sint Maarten and the BES-islands (Bonaire, Sint Eustatius and Saba);
- b. at the end of the insurance year in which the insured reaches age 65

13.2

- a. at the moment the company is cognizant of the death of the insured;
- b. by a future time if the insured is seriously and permanently disabled or suffers from a lingering illness;
- c. by a future time if the insured is aged 60 or older;
- d. if the insured refuses adjustment of the insurance to new premiums and/or conditions in accordance with the regulations stated in article 11;
- e. if the contracting party, the insured person or an interested party has misrepresented information with regard to the insured risk.

*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.*

