



## Aon Student Insurance

Policy Conditions no. 1.16

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## What to do in the event of damage

**For emergency cases, such as an accident, hospitalisation outside the Netherlands, evacuation or repatriation**

Outside the USA? Contact Aon Assistance  
+31 (0)10 448 8260.

24/7 emergency assistance in the USA  
Do you require a medical professional in the USA? Contact GMMI (24/7):  
+1 800 682 60 65

Hospitalisation in the Netherlands? Contact Aon:  
+ 31 (0)10 448 82 70

**To report damage, go to [www.aonstudentinsurance.com](http://www.aonstudentinsurance.com). Always report damage as soon as possible. Further instructions concerning damage are contained in these Policy Conditions.**

## Requirement of uncertainty

This contract satisfies the requirement of uncertainty as referred to in article 7:925 of the Dutch Civil Code (BW) if and to the extent the damage suffered by the Insured Person or by third parties for which compensation is being claimed from the Insurer or Insured Person is the result of an event in relation to which the fact that damage had arisen therefrom or would arise therefrom in accordance with the normal course of circumstances was uncertain for the parties at the time the contract was concluded.

## General Terms and Conditions

These insurance terms and conditions consist of general terms and conditions (Section 1) and special terms and conditions. If the special terms and conditions deviate from the general terms and conditions (Sections 2 to 7), the provisions in the special terms and conditions apply.

## Insurance may be applied for for the following persons:

1. Any person who is following a recognised study programme or internship outside his/her Homeland.
2. Any person who, on a temporary basis, teaches at or is affiliated as a researcher with a recognised Educational Facility outside his Homeland.
3. The Partner and child or children of a person listed in 1 or 2, provided this Partner and child or children travel together with this person and live with him/her permanently.
4. Child or children of the Insured Person, born during the Insurance Period. An application for the child's own insurance must be submitted within one month after his/her birth.

A separate insurance policy must be taken out for each personal individually.

## 1 **Definitions and General Terms and Conditions**

### 1.1 **Definitions**

#### **Initial Premium**

The premium owed by the Policy Holder when the insurance contract is established.

#### **Acupuncturist**

A physician-acupuncturist or an acupuncturist who has been recognised as such by the Competent Authority on grounds of the law in effect in the country where the acupuncturist practices.

#### **Aon**

Aon is the division of the Aon organisation that has brokered the establishment of the insurance contract and/or is involved in performance of this contract:

Aon Risk Solutions | Health & Benefits | International People Mobility, Netherlands.  
Office address: Admiraliteitskade 62, 3063 ED Rotterdam, the Netherlands  
Correspondence address: PO Box 1005, 3000 BA Rotterdam, the Netherlands  
E-mail: [info@aonstudentinsurance.com](mailto:info@aonstudentinsurance.com)  
Website: [www.aonstudentinsurance.com](http://www.aonstudentinsurance.com)

#### **Aon Assistance**

The department that provides the aid and relief described in this Policy; it can be reached at +31 (0)10 448 8260.

24/7 emergency assistance in the USA  
Contact GMMI (24/7)  
+1 800 682 6065

#### **Qualified Physician**

A medical practitioner who has graduated from a medical faculty listed in the 'AVICENNA Directory for Medicine' and/or who holds a licence from the medical authorities of the country in which he/she operates his/her practice and who practices within the context of the licence applicable to him/her and his/her education or training.

#### **Competent Authority**

The authority competent to appoint a Qualified Physician and/or professional practitioner.

#### **Permanent Disability**

Permanent full or partial loss or loss of use of any body part or organ (or part thereof).

#### **Current Market Value**

The New Value with deduction of an amount for depreciation as the result of age and/or wear and tear.

#### **Physiotherapist**

A physiotherapist who has been recognised as such by the Competent Authority on grounds of the law in effect in the country where the Physiotherapist practices.

### **Dangerous Sports**

Dangerous Sports are defined as sports that entail an increased risk of Accidents or injury, such as:

- wild-water rafting;
- deep sea diving;
- martial arts and self defence sports;
- rugby;
- American football;
- professional and semi-professional sports and sports practised by the Insured Person in the context of a sport scholarship;
- wild game hunting;
- recreational flying;
- parachute jumping;
- bungee jumping;
- equestrian sport;
- mountaineering, glacier-walking and mountain sports (unless on cleared paths or a terrain without paths that is also easily accessible for the untrained);
- caving and speleology;
- hot air ballooning;
- off-piste skiing;
- heli-skiing;
- ice climbing;
- ice diving;
- sledge sport;
- ice hockey;
- races involving motorised vehicles or vessels;
- hang gliding.

### **Destination Country**

Any country to which the Insured Person travels in connection with study, teaching or an internship, with the exception of the Homeland.

### **Market Value**

The market price for the sale of the items in the condition they were immediately before the moment of damage or theft.

### **Medication**

Medicines that can only be obtained on prescription from a Qualified Physician or Dentist.

### **Medical Adviser**

A Qualified Physician engaged by the Insurer and specialised in assessing medical data.

### **Medical Devices**

The medical devices and prostheses deemed immediately necessary by a Qualified Physician. Glasses and contact lenses are not considered immediately necessary.

### **Medical Expenses**

The medically necessary expenses incurred by the Insured Person for:

- Hospital admission, nursing and surgery;
- Treatments and testing prescribed by a Qualified Physician;
- Medication prescribed by a Qualified Physician for use during the Insurance Period;
- Medically necessary transport by ambulance to and from the location where medical treatment is provided;
- Laboratory testing, if prescribed by a Qualified Physician.

### **Medical Need**

The need for nursing, testing or treatment based on generally recognised medical-scientific grounds. Only healthcare provider costs that are reasonable and usual in accordance with standard, generally accepted medical procedures are reimbursed.

### **War Risk**

- Armed conflict: any case in which states or other organised parties are fighting each other, or in any event one is fighting the other, using military weapons.
- Armed conflict also includes armed action by a Peacekeeping Force of the United Nations.
- Civil war: more or less organised violent conflict between inhabitants of the same state, in which a significant percentage of the inhabitants of that state are involved.
- Insurgency: organised violent resistance within a state, directed against the public authorities.
- Civil commotion: more or less organised violent acts occurring in different places within a state.
- Riot: a more or less organised local violent movement directed against the public authorities.
- Mutiny: a more or less organised violent movement of members of any armed force directed against the authority under which they resort.

### **Motor Vehicle**

A Motor Vehicle to which the insurance requirement as described in the Dutch Civil Liability Insurance (Motor Vehicles) Act (WAM) or a comparable non-Dutch law applies and any other Motor Vehicle as referred to in the Dutch Road Traffic Act, with the exception of:

- Motor Vehicles not issued with a registration number;
- land-based equipment or machinery and equipment.

### **New Value**

The amount required to acquire new items of the same type and quality.

### **Mensendieck/Cesar Remedial Therapist**

A Mensendieck/Cesar Remedial Therapist who has been recognised as such by the Competent Authority on grounds of the law in effect in the country where the therapist practices.

### **Educational Facility**

The facility, as mentioned on the Policy, located in the Destination Country, which, based on the law in force in the Destination Country, is recognised for providing education in the form of (professional) education and training and whose participants are given the opportunity by the Competent Authority to take exams.

## **Accident**

A sudden, external act of force, against the Insured Person's will, having a direct effect on the Insured Person's body, the nature and location of which effect can be medically determined. The following are also designated as Accidents:

- a. Acute poisoning, provided this not caused by pathogens from the use of medication, tobacco, intoxicants, narcotics or stimulants;
- b. Contamination by pathogens as the direct result of an involuntary fall into water or any other substance, or the entrance into such substance to rescue a person or animal;
- c. Complications and aggravations of the accident injury resulting directly from first aid or medically necessary treatment;
- d. Infection and blood poisoning directly related to an Accident as referred to in the first sentence of this definition of Accident;
- e. The involuntary ingestion of substances or objects, with the exception of pathogens;
- f. Asphyxiation, drowning, sunstroke, hyperthermia, hypothermia, burning, lightning strike or other electrical discharge;
- g. Exhaustion, starvation, dehydration and sunburn as the result of a disaster (flooding, shipwreck, emergency landing, collapse, etc);
- h. Sprain, dislocation and muscle and tissue tears which cause instantaneous internal injury, the nature and location of which can be medically determined;
- i. Anthrax, scabies, ringworm (dermatophytosis), Brucellosis, cowpox.

Unless the Insurer's Medical Adviser stipulates otherwise, the occurrence and/or manifestation of any type of hernia is not regarded as an Accident or result of an accident.

## **Partner**

Spouse or person with whom the Insured Person permanently cohabits.

## **Personal Items**

The travel documents and items that can be carried on the person which the Insured Person has taken with him/her for his/her own use from the Homeland and/or acquired during the Insurance Period.

The following are not designated as Personal Items:

- Valuable papers of any nature whatsoever, manuscripts, notes and drafts;
- Collections (such as stamp and coin collections);
- Animals;
- Cash, cheques, bank cards and/or credit cards;
- Possessions which are not owned by the Insured Person.

## **Policy**

The document the Insurer issues to the Policy Holder as soon as possible after the establishment of the insurance contract on grounds of article 7:932 BW, in which the content of the insurance contract has been set down.

## **Psychotherapist**

A psychotherapist who has been recognised as such by the Competent Authority on grounds of the law in effect in the country where the therapist practices.

## **Psychotherapy**

The short-term treatment for psychological complaints as prescribed by a Qualified Physician and provided by a first-line Psychiatrist or Psychologist. This insurance only provides cover for Psychotherapy if permission has been granted in advance by the Insurer. You will be informed about this by Aon. Short-term treatment is defined as: a series of successive treatments with a maximum duration of 9 treatments in total.



### **Travel Documents**

Passport, identification, visas and other necessary travel documents of the Insured Person.

### **Travel**

- The Insured Person's travel from his/her Homeland to the Destination Country and vice versa in connection with recreation/study/teaching/internship or;
- The Insured Person's travel outside his/her Homeland:  
The Insured Person's travel in connection with recreation/study/teaching/internship involving at least 1 overnight stay. The Insured Person must provide proof of booking/reservation/payment. If no payment was made for the overnight stay, proof must be provided of stay for > 24 hours in a city or town other than the permanent place of residence and the character of the recreation/study/teaching/internship must be demonstrated.
- Travel does not include the usual commute to work or study location or business travel.

### **Professional and Semi-professional Sport**

Sport that is engaged in as a way of earning income or supplemental income.

### **Physiotherapy or Sport Physiotherapy, Manual Therapy by a Physiotherapist, Cesar Therapy or Mensendieck Therapy**

The treatment provided by a professional practitioner of one of the following therapies, provided a referral has been made by a Qualified Physician:

- Physiotherapy or sport physiotherapy,
- Manual therapy by a Physiotherapist,
- Cesar therapy;
- Mensendieck therapy;

The following is not considered physiotherapy or sport physiotherapy:

- speech therapy;
- occupational therapy;
- antenatal fitness;
- massage or sport massage.

### **Dentist**

A dentist who has been recognised as such by the Competent Authority on grounds of the law in effect in the country where the dentist practices.

### **Dental Costs**

The costs of emergency dental treatment to alleviate acute pain and/or Medication to the extent prescribed by a Dentist. The costs of oral surgery are also considered Dental Costs.

### **Homeland**

The country where the Insured Person normally resides and to which the Insured Person will in principle return after his/her stay in the Destination Country.

### **Sight Loss**

Permanent and full loss of sight in: a) both eyes, or b) one eye if after correction the degree of sight is 1/20 or less on the Snellen Scale.

**Renewal Premium**

The premium that the Policy Holder owes on each premium due date after the Initial Premium.

**Insurer**

The Insurer named on the Policy.

**Insured Person**

The person named on the Policy. The insurance is not transferable.

**Policy Holder**

The person with whom the insurance contract has been entered into, the Insurer's contract partner.

**Insured Year**

An Insured Year always covers 12 calendar months, counted from the effective date of the first Insurance Policy.

After an uninsured period of 3 months or more, a new Insured Year will commence on the effective date of the next insurance contract.

**Insurance Period**

The period that commences at 00:00 CET on the effective date ('Effective Date') and ends at 24:00 CET on the End Date ('End Date'), as these are stated in the Policy. If the Effective Date is the same as the date on which the Insurance was applied for, the cover commences at the moment at which this Insurance was applied for.

**Home**

A closed-off structure which is used by the Insured Person for residential purposes. The term Home does not include any communal areas.

**Hospital**

A facility for providing medical treatment to patients, which facility:

- Has diagnostic and surgical facilities; and
- Has nursing staff 24 hours per day; and
- Is under the supervision of Qualified Physicians; and
- Is not a nursing home, rest home, old-age home or psychiatric facility (also for behavioural disorders), sanatorium or clinic for the treatment of alcohol or drug addicts; even if this is situated on the same site as the Hospital.

**Invalid Transportation**

The medically necessary transport of the Insured Person if he/she is unable to travel independently to the nearest suitable Hospital or Qualified Physician where adequate treatment is possible.

**Illness**

Any negative change in the Insured Person's health condition arising after commencing travel to the Destination Country and ascertained by a Qualified Physician.

## 1.2 **General Terms and Conditions**

### 1.2.1 **Registration of Personal Data**

The collection and processing of Personal Data (hereafter: 'Data') by the Insurer takes place in accordance with the Code of Conduct for the Processing of Personal Data by Financial Institutions ('Code of Conduct'). The Insurer is the controller for this data processing and the data processing has been reported to the Dutch Data Protection Authority. These Data will be processed for the purposes of, among other things, the use of the Insurer's services, including the evaluation of risks, the management and performance of contracts, the management of claim dossiers and prevention of crimes such as fraud, as well as to enable the Insurer to comply with its statutory requirements. In the context of the Insurer's activities, and for the benefit of proper service provision, the Insurer may forward the Data to other companies belonging to the group of entities to which it belongs or to subcontractors or partners. These companies, subcontractors or partners may be located in countries outside the European Economic Area which do not necessarily provide the same level of protection as the Netherlands. In relation to this passing on of information, the Insurer will take adequate precautions to guarantee the security of the processing of the Data in these countries as much as possible. Except if the data subject objects, the Data may be used for direct marketing purposes. In accordance with the Code of Conduct, the data subject has a right to view, access or amend the Data (if there is legitimate reason to do so) and the right to object to processing of his/her Data. In order to exercise these rights, the data subject can contact the Insurer in writing at: K.P. van der Mandelelaan 50, 3062 MB Rotterdam, the Netherlands. For more information on how the Insurer processes your Data, you can find the full text of the Company's General Privacy Policy at <http://www.aig.com/nl-privacybeleid>.

### 1.2.2 **Stichting CIS**

In connection with a responsible acceptance, risk and fraud policy, we can consult and record your data in the Central Information System of the insurance companies operating in the Netherlands (Stichting CIS), Bordewijklaan 2, 2591 XR in The Hague, the Netherlands. The purpose for processing personal data at Stichting CIS is to enable insurers and authorised agents to manage risks and prevent fraud. For more information, see [www.stichtingcis.nl](http://www.stichtingcis.nl). You can also find the privacy regulations of Stichting CIS on this website.

### 1.2.3 **Prevalence of the conditions**

In the event the conditions for this insurance or an extract from these has been provided in a language other than Dutch, the conditions drawn up in Dutch will prevail.

### 1.2.4 **Applicable law**

Dutch law applies to this contract. If your Destination Country or your Homeland is located within the EEA, you can also opt for the law of that country.

### 1.2.5 **Complaints**

Complaints relating to the insurance contract can be submitted in writing, referencing the name, address and Policy number, to the management board of Aon, PO Box 518, 3000 AM Rotterdam, the Netherlands.

Our website also provides the opportunity to respond. You can do this using our online complaints form, which can be found at [www.aon.nl](http://www.aon.nl).

If the complaint is not handled to your satisfaction, you may contact the agency below:  
Financial Services Complaints Tribunal (Klachteninstituut Financiële Dienstverlening (KiFiD))  
PO Box 93257  
2509 AG The Hague  
telephone: 0900 3338999 (Netherlands only)

You can also turn to the court.

The starting point is that the Dutch court is competent to hear a dispute. If, however, your Destination Country or your Homeland is located within the EEA, you can also summon us before the competent court of that country. If your Homeland is located within the EEA, we will only summon you before the competent court of that country.

### 1.2.6 **Premium payment**

The Policy Holder must have paid the premium, including costs and insurance tax, to Aon in advance by the premium due date.

1.2.6.1 If the Policy Holder has not paid the Initial Premium no later than on the thirtieth day after receipt of the payment request, no cover will be provided, without any further notice of default from the Insurer being required.

1.2.6.2 If the Policy Holder fails to pay a Renewal Premium on time, no cover will be provided for events that have occurred after the Policy Holder has been reminded, after the premium due date and with notice of the consequences of failure to pay, to make payment within a term of 15 days and payment has not been made. In that case, the Insurer may also terminate the insurance contract.

1.2.6.3 If, however, the Insurer must conclude from a notification from the Policy Holder that the latter does not intend to satisfy its obligation to pay the Renewal Premium, no cover will be provided for events that have occurred after the premium due date prior to which the premium should have been paid, without further notice of default from the Insurer being required. In that case, the Insurer may also terminate the insurance contract, once again without any further notice of default from the Insurer being required.

1.2.6.4 If the insurance contract has not yet been terminated, the Policy Holder is still required to pay the premium. The cover will once again come into force for events that have occurred after the day on which whatever is owed by the Policyholder has been received in full by the Insurer. In the event of agreed payment instalments, the cover will not come back into force until all unpaid instalments have been paid.

### 1.2.7 **Cover under other insurance policies**

If the damage is covered under any other insurance policy or facility, or would be covered if this insurance did not exist, no right to damage compensation can be claimed under this insurance for the damage for which compensation can be obtained from the other insurance or facility. If the damage suffered by the Insured Person is not fully compensated under the other insurance or facility, a claim can be filed under this insurance for the remaining part of the damage.

#### 1.2.8 **Recourse**

If, at the moment of the damage/claim, it cannot be reasonably discovered whether there is another insurance contract on grounds of which cover could be obtained, the amount that the Insurer pays in excess of what it owes and/or the amount that has been paid because the insurer cannot reasonably be discovered is provided in the form of an advance. The Insurer is authorised to recover this amount on behalf of the Insured Person or Persons on grounds of the other insurance contract and to keep the amounts thus recovered as repayment of the advance. If the amount is not recovered or not recovered in full, the advance is regarded as covered damage compensation on grounds of the insurance contract.

#### 1.2.9 **Start, duration and end of cover; end of the insurance contract**

1.2.9.1 The cover is in force at most within the Insurance Period in which the Insured Person studies, follows an internship or teaches at an Educational Facility, or if he/she is a permanently cohabiting Partner or child travelling along, on the understanding that:

- a. If the Homeland is located within the EEA, the cover does not commence until the moment at which the Insured Person has left his/her Home in the Homeland and started his/her travel to the Destination Country. If, however, the insurance was applied for after the Insured Person left his/her Home in the Homeland and started his/her travel to the Destination Country, the cover commences at the moment at which this insurance was applied for. Or, if the Effective Date falls on a later date than the date of application, on the Effective Date.
- b. If the Homeland is located outside the EEA and the Destination Country is located within the EEA, the cover does not commence until the date and moment at which the Insured Person has arrived at his/her Home in the Destination Country.

1.2.9.2 The insurance cover automatically ends on the End Date as indicated by the Policy, or, if earlier, on the earliest of the dates below:

- a. On the date on which the Insured Person travelled back to his/her Homeland, unless the temporary cover as described under the Medical Expenses section applies. This temporary cover ends, however, if one of the other situations below occurs:
- b. On the date on which the Insured Person stopped his/her study or internship;
- c. On the date on which the Insured Person actually deregistered from the Educational Facility;
- d. On the date on which the Insured Person stopped teaching at the Educational Facility;
- e. On the date on which the Insured Person was no longer a permanently cohabiting Partner or child travelling along with the person following a study programme or internship or teaching at the Educational Facility and insured with the Insurer on grounds of an insurance policy identical to the one at hand.
- f. On the date with effect from which the Policy has been cancelled by the Insurer in the interim in accordance with article 1.2.10.4.

#### 1.2.10 **End of the Insurance Contract**

1.2.10.1 The insurance contract has been entered into for the duration of the Insurance Period.

1.2.10.2 The insurance contract ends by operation of law, without prior cancellation being required, on the End Date as indicated on the Policy.

1.2.10.3 The Insurance Contract can be cancelled online on a day-to-day basis by the Policy Holder.

- 1.2.10.4 The insurance contract ends by written cancellation by the Insurer:
- a. In the event of breach of the disclosure obligation 60 days after the discovery that the Policy Holder failed to comply with the disclosure obligation when entering into the insurance contract, whereby the Policy Holder intended to mislead the Insurer or the Insurer would not have concluded the insurance contract if the Policy Holder had provided the correct information. In these cases, the insurance contract ends on the date reported in the cancellation letter.
  - b. After a claim  
The Insurer reserves the right to cancel the insurance contract within 30 days after an event resulting in a payment obligation for the Insurer has been reported to the Insurer by the Insured Person or after the Insurer has made payment or denied payment under the insurance contract. The insurance contract ends on the date stated in the cancellation letter, but no earlier than 60 days from the date of the cancellation letter, except in cases in which the cancellation is due to the Insured Person's intention to mislead the Insurer.
- 1.2.11 **Premium refund in the event of interim and premature termination**  
The Insurer will refund the current premium to the Policy Holder fairly in the event of interim or premature cancellation of the insurance if this cancellation is due to reasons other than the intention of misleading the Insurer.
- 1.2.12 **Time limit**  
In any event, a claim for payment expires if the filing of the claim does not take place within 3 years from the moment at which the Insured Person or person with an interest in the payment became aware or could have become aware of that event which could result in a payment obligation for the Insurer.
- 1.2.13 **Area of cover**  
This insurance is in effect worldwide. Article 1.2.17 is taken into account here.
- 1.2.14 **Amendment of premium and/or conditions**
- 1.2.14.1 The Insurer has the right to amend the premium and/or conditions of certain insurance policies *en bloc*. If this insurance policy belongs to this group, the Insurer has the right to adjust the premium and/or conditions of this insurance in line with this amendment on a date decided by it.
- 1.2.14.2 The Insurer will notify the Policy Holder of the amendments in writing at least 2 months before the date on which the amendment takes effect. The Policy Holder is deemed to have consented to the amendments unless it cancels the contract within 1 month after notification of the amendments.
- 1.2.15 **Damage**
- 1.2.15.1 **Determination and settlement of damage cover**  
The Insurer has the right to compensate the Insured Person or third party directly and to enter into settlements with him/her/it. When doing so, the Insurer will at all times consider the interests of the Insured Person. If the compensation of damage consists of periodic payments and, taking any other payments into account, their value is higher than the sum insured, then the duration or amount of those payments will be reduced proportionally, at the discretion of the Insured Person or third party. If the Insurer deems the costs claimed to be unreasonable, the Insurer reserves the right to reduce the amount to be paid out accordingly.

#### 1.2.15.2 **Obligations in the event of damage**

Reporting damage and measures to prevent or limit damage

The Policy Holder or Insured Person, respectively, is required to notify the Insurer as soon as reasonably possible about any incident which could give rise to an obligation for the Insurer to pay damage compensation and do or refrain from everything possible to mitigate or limit the (further) damage, which includes cooperating with measures undertaken by the Insurer to mitigate or limit (further) damage.

#### 1.2.15.3 **Cooperation with information**

The Policy Holder and Insured Person are required to provide all information about the damage requested by or on behalf of the Insurer and cooperate with every investigation instituted by or on behalf of the Insurer into the damage and any consequences.

#### 1.2.15.4 **Sanction for non-compliance with obligations**

If the Policy Holder or Insured Person fails to comply with one of the obligations indicated above, it forfeits the right to claim compensation under this insurance if this non-compliance has harmed a reasonable interest of the Insurer.

#### 1.2.15.5 **Additional examination**

If requested, the Insured Person is required to, at the Insurer's expense, submit to an examination by a Qualified Physician designated by the Insurer and be admitted to a Hospital or other facility designated by the Insurer for an examination. The aforementioned obligation only applies in the event of cover under the Medical Expenses and Accidents sections.

#### 1.2.15.6 **Information from third parties**

The Insured Person is required to authorise the Insurer to obtain information from third parties to the extent permitted under relevant legislation and regulations.

#### 1.2.15.7 **Notice of recovery**

The Insured Person is required to immediately notify the Insurer of his/her full or partial recovery.

#### 1.2.16 **General Exclusions**

The following is not covered under this insurance:

- a. Damage caused with the intent, consent or as a result of the recklessness of the Insured Person;
- b. Damage arising or caused or aggravated by the abuse of alcohol or use of medication, intoxicants, narcotics or stimulants, other than on medical prescription;
- c. Damage arising or caused during or in connection with Dangerous Sports;
- d. Damage that is the direct result of War Risk. This exclusion does not apply for (liability on the part of the Insured Person for) damage caused by leftover armaments;
- e. Damage directly or indirectly related to or caused by the Insured Person's participation in or knowing and willing presence at a hijacking, strike, insurrection or terrorist act;
- f. Damage caused by, arising in or stemming from nuclear reactions, regardless of how the reaction was caused. This exclusion does not apply for damage in connection with radioactive nuclides located outside of a nuclear installation and which are used or intended for use for industrial, commercial, agricultural, medical, scientific, (non-military) security or educational purposes. This exclusion also does not apply to the Accidents section;
- g. The costs of treatments that can reasonably be postponed until the Insured Person has returned to his/her Homeland.

1.2.17 **Sanctions from the United Nations, members of the European Union or the United States of America**

The Insurer is not required to provide cover or make any payment under this insurance if this would be in violation of any sanctions legislation or regulations on the basis of which the Insurer, its parent company or the entity that has ultimate control of it could be exposed to any punishment on grounds of sanctions legislation or regulations.

1.2.18 **Cancellation in the event of War Risk**

The Insurer and Policy Holder can cancel any cover which is directly or indirectly related to or caused by or arising from War Risk as described in the definitions of these conditions if such a risk manifests or the threat of such manifestation is imminent, with due observance of a notice period of seven days.

1.2.19 **Restriction of terrorism risk**

For damage and Accidents resulting from terrorism, malicious contamination and/or preventive measures, and acts or conduct in preparation thereof, referred to hereafter both collectively and individually as the 'terrorism risk', the damage compensation/cover is limited to the payment as described in the Clauses Sheet Terrorism Cover by the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (Dutch Terrorism Risk Reinsurance Company). The settlement of a claim filed on grounds of the terrorism risk takes place in accordance with the Claims Settlement Protocol of the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. The Clauses Sheet Terrorism Cover and corresponding Claims Settlement Protocol, including explanatory notes, were filed with the court registry of the District Court of Amsterdam on 10 January 2007 under number 3/2007 and 12 June 2003 under number 79/2003, respectively.



## Special Conditions

### 2 Medical Expenses

#### 2.1 Start, Start +, Complete

##### **Start Insurance**

If the Insured Person has taken out Start Insurance, no compensation of Medical Expenses can be claimed in any form whatsoever.

##### **Start+ Insurance**

If the Insured Person has taken out Start+ Insurance, compensation of Medical Expenses can only be claimed after the existing agencies for social facilities, basic healthcare insurance and/or the European Health Insurance Card (EHIC) have indicated that they do not offer any cover for these expenses.

##### **Complete Insurance**

If the Insured Person has taken out Complete Insurance, compensation of Medical Expenses can be claimed.

#### 2.2 Scope of Medical Expenses cover

This insurance reimburses Medical Expenses provided these have been incurred during the Insurance Period and on grounds of Medical Need. Only healthcare provider costs that are reasonable and usual in accordance with standard, generally accepted medical procedures are reimbursed.

Medical Expenses as the result of Illness are only covered if these could not be foreseen by the Insured Person at the moment the insurance contract was entered into and to the extent they are not insured under existing social facilities and/or insurance policies.

In the event of hospitalisation, reimbursement is provided for up to maximum 365 consecutive days. Reimbursement takes place on the basis of the lowest category. Statutory and voluntary deductibles do not fall under the cover of this insurance policy.

#### 2.3 Duration of Medical Expenses section - Special conditions Homeland

Only the cover for the Medical Expenses section remains in force for a period of at most eight consecutive weeks during a temporary stay in the Homeland or outside the Destination Country in connection with a trip. This period commences on the day on which the Insured Person has reached the Homeland or country outside the Destination Country in connection with a trip. The temporary stay must be related to a family visit, holiday or an event for which cover is provided under the Extra Costs and Aid and Relief section.

The cover for the Medical Expenses section is also in force during an internship in the Homeland for a maximum of nine months.

This cover will automatically expire on the day on which the Insured Person has taken out insurance for medical expenses or can claim cover via a government scheme.

#### 2.4 Permanent return to Homeland

In the event the Insured Person returns to his/her Homeland permanently, the cover for the Medical Expenses section remains in force until the Insured Person has taken out insurance for medical expenses, though only for a maximum period of 14 days from the date of return to the Homeland, provided these 14 days fall within the Insurance Period.

**In addition to the Medical Expenses as described in the Definitions, the following costs are covered:**

**2.5 Pregnancy**

Cover for costs in connection with pregnancy and childbirth only applies for an Insured Person who is following a study programme or internship at a recognised Educational Facility. Partners, children, teachers and researchers cannot claim reimbursement for these costs under this insurance.

**2.6 Medically necessary delivery in Hospital or maternity home**

This insurance covers the costs of pregnancy and delivery incurred on the grounds of Medical Need/indication for mother and child, such as:

- a. The nursing costs and additional costs for the mother and child together in the lowest category if and for as long as stay in a Hospital is Medically Necessary;
- b. The maternity care provided by a maternity centre recognised by the government, a nurse holding an A-type diploma or a certified maternity carer, for at most 8 days counted from the date of delivery. Maternity care is reimbursed up to at most EUR 135 per day;
- c. The additional costs charged by the Hospital or maternity home;
- d. The specialist costs for outpatient or clinical care;
- e. The costs of Invalid Transportation on grounds of Medical Need.

**2.7 Delivery in Hospital/maternity home without Medical Need or home birth**

This insurance provides cover of up to a maximum of EUR 2,000 per event for the costs of a home birth or delivery in Hospital/maternity home without Medical Need listed below:

- a. The nursing costs for mother and child together and/or maternity care provided at home by a maternity centre recognised by the government, a nurse or a certified maternity carer, for at most 8 days counted from the date of delivery. Maternity care is reimbursed up to at most EUR 135 per day;
- b. The fee for obstetric assistance charged by a Qualified Physician or obstetrician;
- c. The costs for use of the Hospital/maternity home.

**2.8 Children born during the Insurance Period**

The following provisions apply for children born during the Insurance Period, provided they have been reported to Aon for insurance within one month after their birth and an insurance policy has been entered into for them:

- a. This insurance is in force from the moment of birth, regardless of any congenital illnesses or abnormalities;
- b. If these children, to the extent they are younger than 3 months, must remain in Hospital for breast-feeding with the mother, the costs associated with this will be reimbursed in accordance with the rate for healthy infants as long as the Insurer owes reimbursement of the nursing costs for the mother.

**2.9 Termination on grounds of Medical Need or sexual crime**

This insurance covers the costs of pregnancy termination incurred on grounds of Medical Need and pregnancy termination in connection with a sexual crime to the extent the treatment has been performed in a government-recognised facility.

## 2.10 **Dental Costs**

### 2.10.1 **Dental Costs in the event of acute Medical Need**

The maximum sum insured is EUR 350 per Insured Year.

This insurance covers the Dental Costs and costs of oral surgery if these are incurred on grounds of Medical Need and for the purpose of alleviating acute pain.

If the Insured Person claims costs under this section, the Insurer reserves the right to request a statement from the Insured Person's Dentist which indicates that the Insured Person's teeth have been properly maintained.

### 2.10.2 **Dental Costs after an Accident**

This insurance covers up to maximum EUR 1,100 per Insured Year of the Dental Costs incurred because of damage to the Insured Person's natural teeth resulting from an Accident.

## 2.11 **Physiotherapy or Sport Physiotherapy, Manual Therapy by a Physiotherapist, Cesar Therapy or Mensendieck Therapy**

This insurance covers the costs of the therapies mentioned in the heading if permission from the Insurer is obtained in advance. You will be informed about this by Aon. The maximum sum insured per treatment is EUR 30 and the number of treatments is capped at 12 per Insured Year. If more treatments are necessary, permission for this must be requested from the Insurer in advance based on a progress report from the Insured Person's practitioner. The Insurer's Medical Adviser will assess the progress report. You will be informed about this by Aon.

## 2.12 **Acupuncture**

This insurance covers consultation and treatment by an Acupuncturist or physician-Acupuncturist. The maximum sum insured per treatment is EUR 30 and the number of treatments is capped at 12 per Insured Year.

## 2.13 **Psychotherapy**

This insurance covers a maximum of 9 treatments per Insured Year, provided the Insured Person has been referred by a Qualified Physician for treatment.

If more treatments are necessary, permission for this must be requested from the Insurer in advance based on a treatment plan from the Insured Person's practitioner. The Insurer's Medical Adviser will assess the treatment plan and the Medical Need for further treatment. You will be informed about this by Aon.

## 2.14 **Medical Devices**

This insurance covers the costs of prostheses and Medical Devices that have been prescribed for the Insured Person by a Qualified Physician on grounds of Medical Need. To this end, the Insured Person must submit a treatment plan from a Qualified Physician which will be assessed and must be approved by the Insurer's Medical Adviser.

## 2.15 **Invalid Transportation**

This insurance covers the costs of Invalid Transportation on grounds of Medical Need. The indication for Invalid Transportation must be evidenced by a statement from the Qualified Physician. If the Insured Person is transported by means of personal car, the reimbursement amounts to EUR 0.29 per kilometre with a maximum of EUR 150 per Insured Year.

## 2.16 Exclusions

In addition to the exclusions mentioned in the General Terms and Conditions, there is no cover for costs for or relating to:

- a. Illnesses, pregnancies and/or conditions of the Insured Person which already existed or caused symptoms before the effective date of the insurance;
- b. Medication and bandaging intended for use outside of the agreed Insurance Period;
- c. Medication that can also be obtained without a prescription;
- d. Cosmetic surgery to a person's appearance, prompted by personal desires or circumstances;
- e. Treatment of acne;
- f. Cell therapy;
- g. Alternative medicine;
- h. Sterilisation and reversal of sterilisation;
- i. Lenses for glasses and contact lenses;
- j. Immunisations, prophylaxis, general preventive examinations and population screenings, check-ups and medical certificates;
- k. Contraceptives;
- l. Termination of pregnancy, unless article 2.9 applies;
- m. Sexually transmitted diseases (STDs), as well as related laboratory costs;
- n. Medical treatment which constituted the purpose of the travel and stay in the particular country;
- o. Organ transplant;
- p. Home nursing;
- q. Consultations with and treatment from a dietician and nutritional supplements; and
- r. Registration fees as charged by healthcare providers and physicians. The costs of healthcare providers are reimbursed based on the Dutch Healthcare Authority guidelines in effect at the moment of treatment, on the basis of the visiting patient rate;
- s. Relationship therapy;
- t. Homesickness.

## 3 Accidents

### 3.1 Scope of cover

#### 3.1.1 Benefit in the event of death (section A)

In the event the Insured Person dies as the direct and exclusive consequence of an Accident, a sum of EUR 10,000 will be paid out to the Beneficiary.

#### 3.1.2 Benefit in the event of Permanent Disability (section B)

In the event of Permanent Disability, the Insurer will pay a percentage of the sum insured of EUR 75,000 to the Beneficiary, depending on the degree of Permanent Disability resulting from an Accident.

In the event of the loss or loss of use of the body parts/organs listed below, the percentages of the sum insured for Permanent Disability cited there apply:

- total incurable paralysis 100%
- total incurable mental incapacity 100%
- total loss of function of:
  - sight in both eyes 100%
  - sight in one eye 30%
- and, if the Insurer has paid a full benefit for the loss of sight in one eye, loss of sight in the other eye 70%
- hearing in both ears 50%
- hearing in one ear 20%
- and, if the company has paid a full benefit

for the loss of hearing in one ear, hearing in the other ear	30%
• sense of smell and taste	10%
• function of a kidney or the spleen	10%
• arm up to shoulder joint	75%
• arm up to elbow joint or between elbow joint and shoulder joint	65%
• hand up to wrist joint and/or arm between wrist joint and elbow joint	60%
• leg up to knee joint or between knee joint and hip joint	60%
• leg up to hip joint	70%
• foot up to ankle joint or leg between ankle joint and knee joint	50%
• thumb	25%
• index finger	15%
• other finger	10%
• big toe	10%
• other toe	5%
• a kidney or the spleen	10%

In the event of partial permanent loss or partial permanent loss of use, a proportionate part of the percentage indicated for full loss or full loss of use is paid out, prorated to the seriousness of the loss. The determination takes place in accordance with the most recent edition of the 'Guide to the Evaluation of Permanent Impairment' from the American Medical Association (AMA) supplemented with the guidelines from the Dutch Specialists Association.

In the event of loss or loss of use of body parts/organs not listed in the disability scale above, the degree of Permanent Disability is determined with reference to an independent examination by a Qualified Physician according to objective criteria, in accordance with the most recent edition of the 'Guide to the Evaluation of Permanent Impairment' from the American Medical Association (AMA) supplemented with the guidelines from the Dutch Specialists Association.

### 3.1.3 **Determination of Permanent Disability**

3.1.3.1 The determination of the degree of Permanent Disability takes place as soon as it has been reasonably established that the Insured Person's condition will virtually not improve or deteriorate, no later than two years after the Accident, and is expressed as a percentage.

3.1.3.2 The determination of the degree of Permanent Disability and the percentage of Permanent Disability is decided with reference to the independent examination by a Qualified Physician according to objective criteria.

3.1.3.3 In determining the disability percentage, any permanent reduction in validity that existed before the Accident is deducted.

### 3.1.4 **Death before determination of Permanent Disability**

If the Insured Person dies before determination of the percentage referred to above, the Insurer does not owe any benefit for Permanent Disability. If, however, the Insured Person does not die as a result of the Accident, the Insurer will pay the amount that it would have had to pay, according to reasonable expectations, on account of Permanent Disability if the Insured Party had not died.

### 3.1.5 **Beneficiaries**

Every person designated as such in the Policy; in the absence of such designation:

- In the event of Death: the spouse of the Insured Person or his/her registered Partner by law; in the absence of these: the statutory heirs to the exclusion of the State.
- In all other cases: the Insured Person.

### 3.1.6 **Tax**

The Insurer will withhold all applicable taxes from payments to the Beneficiaries. In all cases, it is the Beneficiaries' responsibility to report the benefit to the Tax Department.

### 3.1.7 **Maximum benefit**

All benefits on account of Permanent Disability which has arisen during the Insurance Period will never exceed the maximum sum insured of EUR 75,000.00.

### 3.1.8 **Extra benefit**

If, within a period of 730 days after the date on which the Accident occurred, the degree of Permanent Disability cannot be determined because of medical reasons, the Insurer will grant the Insured Person interest of 6% per year on the disability benefit still to be paid, counted from the 731st day.

### 3.1.9 **Cosmetic surgery**

If the Insured Person requires cosmetic surgery as the result of an Accident, the costs of cosmetic surgery performed or prescribed by a Qualified Physician are covered, up to a maximum of € 5,000 and within a period of 730 days from the day of the Accident.

## 3.2 **Exclusions**

In addition to the General Exclusions, this insurance does not provide any cover for an Accident befalling the Insured Person in connection with:

- a. The commission of or complicity in a criminal offence by the Insured Person;
- b. Fights or high-risk undertakings other than self-defence or defence of others, rescue or protection of persons, animals or property;
- c. Participation in or preparation for (speed) competitions with cycles, motorised cycles, motor vehicles, motorboats or horses;
- d. The use of aircraft of any nature whatsoever, other than as a passenger on an aircraft admitted for public passenger transport;
- e. Participation in military service.

### 3.3 **Notification**

#### 3.3.1 **The Policy Holder, Insured Person and/or Beneficiaries is/are required:**

- In the event of Death:
  - a. To inform the Insurer about the Accident, if possible, within 48 hours after the Accident has occurred or otherwise as quickly as reasonably possible; in any event, within 90 days after the Accident has occurred;
  - b. Provide all information requested by the Insurer;
  - c. Give the medical practitioner and/or authorised person/persons designated by the Insurer every opportunity to investigate the cause of death;
  - d. If deemed necessary, to allow an autopsy.
- In all other cases:
  - a. To inform the Insurer about the Accident, if possible, within 3 x 24 hours after the Accident has occurred or otherwise as quickly as reasonably possible; in any event, within 90 days after the Accident has occurred;
  - b. Provide all information requested by the Insurer;
  - c. Seek medical treatment as quickly as possible and continue this treatment;
  - d. Undergo examination by a Qualified Physician designated by the Insurer. The costs associated with this are at the Insurer's expense.

## 4 **Extra Costs and Aid and Relief**

### 4.1 **Obligations in event of damage**

In addition to the obligations cited in the General Terms and Conditions, the following additional obligations apply under this section in the event of damage:

If it is necessary to invoke the Aid and Relief or Extra Costs cover, Aon Assistance must be contacted as soon as reasonably possible on telephone number +31 (0)10 448 8260.

### 4.2 **Cover for extra costs**

In the event of an Accident or Illness, the following costs are covered under this insurance:

### 4.3 **Extra airline costs**

#### 4.3.1 **Return flight for the insured person**

This insurance covers:

- The costs of a return flight (for a period of maximum 4 weeks);
- The necessary extra costs of public transport to and from the airport up to a maximum of EUR 500 which the Insured Person must incur if he/she is required to return to his/her Homeland in connection with a life-threatening condition or the death of first or second-degree relatives by blood or marriage living there (parents, parents-in-law, grandparents, children, brothers, sisters and spouse);
- Taxi costs are only reimbursed if public transport is not possible;
- A maximum of 1 benefit is owed once per Insured Year per relative by blood or marriage.

#### 4.3.2 **Airline tickets for family members**

This insurance covers:

- The costs of a return flight for two family members of the Insured Person;
- The costs of stay if these persons must travel from the Homeland of the Insured Person to the Destination Country in the event the Insured Person is in a life-threatening condition or dies as the result of an Illness or Accident. These costs of the stay are reimbursed up to maximum EUR 125 per Insured Person per day.

#### 4.3.3 **Maximum sum insured for airline ticket and subsistence costs**

The maximum sum insured for the extra airline costs mentioned in articles 4.3.1 to 4.3.2 is EUR 7,000 per event and per Insured Year. The reimbursement is based on the actual (airline) costs incurred based on the lowest fare class (even if this class is not available at the moment of travel).

#### 4.3.4 **Telecommunication costs**

This insurance covers the necessary telecommunication costs related to an event covered under this section. The maximum sum insured is EUR 150 per event.



#### 4.4 **Cover for aid and relief**

In the event of an Accident or Illness, Aon Assistance will ensure aid and relief in accordance with the following:

##### 4.4.1 **Repatriation to nearest Hospital**

Under this insurance, Aon Assistance will ensure the usual necessary transport and medical care during transport, communication and all necessary and usual additional costs arising as a result of transporting the Insured Person to the nearest Hospital where the necessary medical assistance is available.

Aon Assistance can, in consultation with the Insurer's Medical Adviser, decide whether the Insured Person's medical condition is serious enough to justify repatriation, determine the location to which the Insured Person is repatriated, and determine the resources and methods used to carry out the repatriation.

##### 4.4.2 **Repatriation to Homeland**

Under this insurance, Aon Assistance will ensure the usual necessary transportation in order to transport the Insured Person to his/her Homeland for hospitalisation or rehabilitation as the result of earlier repatriation of the Insured Person to a Hospital outside his/her Homeland.

If deemed necessary by Aon Assistance, in consultation with the treating Qualified Physician, the repatriation will be carried out under constant medical supervision.

##### 4.4.3 **Repatriation of remains**

4.4.3.1 Under this insurance, Aon Assistance will take care of repatriating the remains of the Insured Person from the place of death to the Homeland.

4.4.3.2 At the request of an authorised family member or counsel/lawyer engaged on behalf of the Insured Person's family, with prior written permission from Aon, Aon Assistance will take care of the repatriation and the burial or cremation of the Insured Person at the location where the Insured Person has died. The costs of the burial or cremation of the Insured Person are reimbursed up to a maximum of EUR 7,500.

##### 4.4.4 **Return if required by the authorised visa-issuing government organisation**

4.4.5 This insurance covers the following costs relating to necessary and mandatory repatriation as the result of Illness or an Accident befalling the Insured Person if this return is on the instructions of the authorised visa-issuing government organisation.

The costs are covered if these are not paid for by the Educational Facility with which the Insured Person is affiliated.

Aon Assistance will take care of and pay the costs of normal and necessary transport and medical care during transportation of the Insured Person to the Homeland;

- The costs of communications and telecommunications up to a maximum of EUR 150 per event;
- The costs of the Insured Person's stay until the moment at which the Insured Person has arrived at his/her home or family address or other permanent destination, or has arrived at the medical healthcare provider where he/she will receive treatment in the Homeland.

4.4.6 The Insured Person must postpone his/her repatriation until the moment at which he/she can be repatriated using normal transportation and unassisted. During this postponement, the Insured Person remains insured for the reimbursement of Medical Expenses subject to the conditions connected with this insurance, as long as this insurance is continued in exchange for payment of premium.

4.4.7 The Insured Person must make use of return or other tickets that he/she already has at his/her disposal for the return journey to the Homeland. The costs of these return or other tickets are not eligible for reimbursement under this insurance. The costs incurred to retain the validity of these tickets (for example costs of rebooking or extending) are eligible for reimbursement under this insurance.

#### 4.5 **Maximum sum insured**

The costs of the services mentioned in articles 4.4.1 to 4.4.7 together are limited to maximum EUR 500,000 per Insured Person per event per Insured Year.

#### 4.6 **Exclusions**

In addition to the exclusions mentioned in the General Terms and Conditions, the following are not covered under this insurance:

- The costs of more than one emergency evacuation and/or repatriation for each individually covered Accident or Illness of the Insured Person during the Insured Year;
- The costs and expenses that are not explicitly covered under this insurance and which have not been approved in advance in writing or organised by the Insurer. This exclusion does not apply in the event of medical emergency evacuations from remote and primitive areas whereby no contact can be made with the Insurer in advance or whereby any delay could cause the Insured Person to die or cause his/her condition to worsen;
- The costs resulting from any event that occurs once the Insured Person is within the area of his/her Homeland, except what is stated in articles 4.3.1, 4.3.2 and 4.4.3;
- The costs which are not based on the advice of a Qualified Physician;
- The costs of medical care which is aimed at rest and recovery in relation to an earlier Accident, existing condition or Illness;
- The costs of medical evacuation or repatriation that are not the result of a serious medical condition of the Insured Person;
- The costs incurred if the Insured Person could, according to a Qualified Physician, be adequately treated on location;
- The costs incurred if the Insured Person's treatment could in all reasonableness, according to a Qualified Physician, be postponed until the Insured Person's return to his/her Homeland or Destination Country;
- The (extra) costs of medical evacuation or repatriation of the Insured Person if, according to the advice of a Qualified Physician, the Insured Person can travel as a regular passenger without medical supervision;
- The costs related to childbirth, miscarriage or pregnancy. This exclusion does not apply in the event of an abnormal pregnancy or serious pregnancy complications which endanger the life of the Insured Person and/or unborn child during the first twenty-four (24) weeks of the pregnancy;
- The costs incurred as the result of emotional, mental or psychological illnesses;
- The costs resulting from intentional self-harm, suicide, drug addiction or abuse, alcohol abuse or sexually transmitted diseases;
- The costs resulting from the use of aircraft of any nature whatsoever, other than as a passenger on an aeroplane;
- The costs incurred as the result of performing military service or police service, active participation in acts of war (declared or not), invasion, acts by a foreign enemy, hostilities, civil war, rebellion, insurgency, revolution or riots;
- The costs resulting from the activities of or on a ship or oil-drilling platform or similar offshore location.

## 5 **Liability**

### 5.1 **Insured capacity**

This insurance covers the liability of the Insured Person in his/her private capacity. The liability relating to the practice of a (side) business or (side) profession and the performance of paid labour is therefore not covered.

### 5.2 **Description of the cover**

5.3 This insurance covers the liability of the Insured Person in the capacity mentioned above for Damage caused or arising during the Insurance Period. A condition for cover is that claims for damage compensation are first filed against the Insured Person and reported to the Insurer during the Insurance Period.

5.4 The maximum sum insured for all Insured Persons constituting a family and insured on different Policies amounts together to EUR 1,250,000 per claim and maximum EUR 2,500,000 per Insured Year.

### 5.5 **Damage**

For the purposes of this Liability section, damage is defined as:

- Damage to persons: damage due to injury or impairment of the health of persons, whether or not with fatal consequences, including the damage resulting therefrom.
- Damage to property: damage due to the physical damaging and/or destruction and/or loss of material property of persons other than the Insured Person, including the damage resulting therefrom.

### 5.6 **Domestic personnel**

5.6.1 The liability of an Insured Person towards domestic personnel is also insured in respect of Damage to property.

5.6.2 No damage compensation will be granted if the claiming party is a party other than an injured natural person directly involved in the event or the surviving relations of such a person.

### 5.7 **Voluntary aid**

5.7.1 If persons other than the Insured Person suffer damage in the course of providing assistance to prevent:

- the death or physical injury of the Insured Person; or
- the immediate threat of damage to property of the Insured Person,

the Insurer will compensate the Damage to persons and/or Damage to property suffered by these other persons.

5.7.2 Civil law will be used as the standard for claim settlement. Upon the award of damage compensation, all claims for payment that the injured party may have under any other title will be deducted from the damage compensation granted. No damage compensation will be granted if the claiming party is a party other than an injured natural person directly involved in the event or the surviving relations of such a person.

## 5.8 **Costs of litigation and statutory interest**

In addition to the sum insured, the following will be reimbursed:

- a. the costs of legal proceedings conducted with the approval of or at the request of the Insurer and for legal assistance provided at the Insurer's behest;
- b. the statutory interest on the portion of the principal covered by the insurance;
- c. the costs incurred for measures to prevent or minimise damage or loss.

## 5.9 **Security**

If a governmental authority requires furnishing of financial security as protection of the rights of the injured parties in the context of damage covered by the insurance, the Insurer will furnish this security up to a maximum of 10% of the sum insured. The Insured Person/Persons is/are required to authorise the Insurer to have disposal of the security as soon as it is released and also to lend any cooperation required in order to secure its repayment.

## 5.10 **Exclusions**

In addition to the exclusions mentioned in the General Terms and Conditions, the following exclusions apply:

### 5.10.1 **Intent**

- 5.10.1.1 In deviation from the provisions in article 7:952 of the Dutch Civil Code, the Insured Person's liability for damage caused by and/or arising from his/her intentional unlawful acts or omissions directed against persons or property is not covered.
- 5.10.1.2 Excluded is the liability of an Insured Person belonging to a group for damage caused by and/or arising from intentional unlawful actions or omissions directed against persons or property by one or more persons belonging to a group, even if the Insured Person did not him/herself commit the act or omission.
- 5.10.1.3 The intentional nature of an unlawful act or omission as described in articles 5.10.1.1 and 5.10.1.2 is not altered by the fact that the Insured Person, or, if the Insured Person belongs to a group, one or more of the persons belonging to the group, is/are under the influence of alcohol or other substances to such a degree that he/she/they is/are incapable of determining his/her/their intent.

### 5.10.2 **Supervision**

- 5.10.2.1 This insurance does not cover the liability for damage:
  - a. To property that the Insured Person or someone on his/her behalf has in his/her possession on the basis of a hire, hire-purchase, lease, long-term lease, pledge agreement or usufruct (including the right of use and occupancy);
  - b. Arising from the practice of a (side) business or (side) profession, the performance of manual labour other than by way of a friendly turn, as well as performance of military or civilian service;
  - c. To property that the Insured Person has in his/her possession unlawfully;
  - d. To Motor Vehicles, caravans or stationary caravans, folding trailers, motorised vessels and sailboats including sailboards and aircraft that the Insured Person or someone on his/her behalf has in his/her possession;
  - e. Consisting of and/or as the result of loss or theft of money, valuable papers, bank, giro or payment cards or credit cards that the Insured Person or someone on his/her behalf has in his/her possession.

5.10.2.2 In deviation from the above, this insurance covers damage to property that the Insured Person has in his/her possession during internship work and which belongs to the internship location up to an amount of maximum EUR 10,000 per event.

### 5.10.3 **Motor vehicles**

5.10.3.1 This insurance does not cover the liability for damage caused with or by a Motor Vehicle that the Insured Person owns, possesses, keeps, drives or uses.

This exclusion does not apply for:

- a. the liability of the Insured Person as a passenger in a Motor Vehicle (not being the driver), including damage to that Motor Vehicle;
- b. the Insured Person's liability for damage with or by motorised mowing machines, children's toys and other such consumer goods, provided these are not capable of exceeding the speed of 10 kilometres per hour, and including remote-controlled model cars;
- c. the Insured Person's liability for damage caused by a camping or luggage trailer or boat trailer not attached to a Motor Vehicle, with the exclusion of damage caused by the detachment of the trailer;
- d. the liability of the Insured Person, provided he/she is younger than 18, for damage caused while joyriding with a Motor Vehicle.

5.10.3.2 The following liability remains excluded:

- liability in the event of theft or misappropriation of the Motor Vehicle;
- liability for damage to the Motor Vehicle itself, unless article 5.10.3.1, under a applies;
- liability in the event of joyriding.

### 5.10.4 **Watercraft**

This insurance does not cover the liability for damage caused with or by watercraft.

This exclusion does not apply for:

- a. Liability for damage caused with or by row boats, canoes, sailboards and remote-controlled model boats if these have been made to be exclusively propelled using physical strength;
- b. Liability for Damage to persons caused by or with sailboats with a sail surface not exceeding 16 m<sup>2</sup>, unless these boats are equipped with an (outboard) motor with capacity of more than 3kw;
- c. Liability of the Insured Person as a passenger in a watercraft, including damage to that watercraft;
- d. The cover cited in article 5.10.4, under a to c, does not apply insofar as the liability is covered by another insurance, whether or not predating this insurance.

### 5.10.5 **Aircraft**

5.10.5.1 This insurance does not cover the liability for damage caused with or by an aeroplane, model aeroplane, hang glider, target aeroplane, parasailer, kite, airship, model rocket, drone or balloon with a diameter of more than 1 metre when fully inflated.

This exclusion does not apply for:

- a. Liability for damage with or by remote-controlled model aeroplanes with a weight of at most 20 kilogrammes;
- b. Liability of the Insured Person as a passenger in an aircraft, including damage to that aircraft.

5.10.5.2 The cover described under a and b does not apply insofar as the liability is covered by another insurance, whether or not predating this insurance.

5.10.6 **Weapons**

This insurance does not cover the liability for damage in connection with ownership and/or use of weapons or firearms.

5.10.7 **Sexual activity**

5.10.7.1 This insurance does not cover an Insured Person's liability for damage caused by and/or arising from his/her sexual or sexually oriented actions of any nature whatsoever;

5.10.7.2 This insurance does not cover the liability of an Insured Person belonging to a group for damage caused by and/or arising from sexual or sexually oriented behaviour of any nature whatsoever of one or more persons belonging to that group, even if the Insured Person himself/herself did not act in this manner.

5.10.8 **Medical actions/activities**

Liability for Damage resulting from medical actions/activities is excluded.

## 6 **Legal Assistance**

### 6.1 **Cover**

This insurance covers the costs of legal assistance incurred by the Insured Person if the dispute for which assistance is required occurred during the Insurance Period.

### 6.2 **Recovery assistance**

Legal assistance for the recovery of damage suffered by the Insured Person and caused by a third party who is legally liable for that damage, other than on grounds of a contract.

### 6.3 **Legal assistance for criminal cases**

Legal assistance in criminal cases brought against the Insured Person, unless:

- a. there was intent on the part of the Insured Person;
- b. the Insured Person committed the (criminal) offence knowingly and willingly;
- c. the Insured Person has violated tax regulations (including customs regulations).

### 6.4 **Contract assistance**

Legal assistance for disputes concerning contracts concluded by the Insured Person in direct connection with the travel to and stay in the Destination Country, provided the dispute involves an interest of at least EUR 125.

### 6.5 **Judicial deposit**

In the event a government authority demands a deposit for the release of the Insured Person, return of property belonging to him/her or lifting of an attachment on his/her property in connection with a criminal case covered under this insurance, the Insurer will advance this deposit up to maximum EUR 50,000.

By accepting the advance, the Insured Person irrevocably authorises the Insurer to have disposal of that advance as soon as the amount is released and he/she accepts the obligation to lend his/her full cooperation to efforts to secure repayment to the Insurer. If efforts to secure repayment to the Insurer do not succeed, the Insured Person is required to repay the advance to the Insurer no later than within one year after it was provided.

### 6.6 **Sums insured**

The maximum sum insured per event:

- Within the EEA: EUR 50,000 per event
- Outside the EEA: EUR 15,000 per event

### 6.7 **Exclusions**

This insurance does not cover the costs of legal assistance if the claim arises from or is connected with:

- owning, possessing, keeping, buying or selling Motor Vehicles and/or trailers, watercraft or aircraft;
- (employment law) contracts for or connected with acquiring income or living expenses;
- events and circumstances which occurred before the effective date of this insurance.
- a claim against the Policy Holder, Aon, the Insurer or any organisation or person whatsoever who was involved in setting up this insurance.

## 7 **Personal Items**

### 7.1 **Scope of cover**

#### 7.1.1 **Cover during Travel**

This insurance covers theft, loss or damage to the Insured Person's Personal Items if the damage occurs during Travel.

#### 7.1.2 **Cover in the Destination Country**

The insurance also provides cover in the Destination Country if the Personal Items are in the Insured Person's Home there.

#### 7.1.3 **Covered events in the Home**

Damage in the Insured Person's Home is only eligible for compensation if it is the result of one of the following covered events:

7.1.3.1 Fire or explosion (also as the result of inherent defect);

7.1.3.2 Damage caused by glass shards from broken windows;

7.1.3.3 The breaking of glass of aquariums and wall mirrors, by any external contingencies. In addition to the damage caused to Personal Items by broken glass;

7.1.3.4 Collisions and crashes into the Home occupied by the Insured Person;

7.1.3.5 Rain, snow or meltwater, insofar as this has flowed in through the roof or as a result of breakage, blockage or the overflowing of gutters and drain pipes in the Home inhabited by the Insured Person or the associated outbuildings. Loss or damage due to inadequate maintenance of the building and damage caused by sewage and groundwater is excluded;

7.1.3.6 Lightning strike, regardless of whether this results in fire;

7.1.3.7 Unforeseen run-off or overflow of water from the central heating or water pipe installation with all the sanitary and other devices connected thereto, as well as from washing machines, dishwashers and similar devices coupled to the water mains by means of a secure connection, all insofar as present in the building inhabited by the Insured Person and/or the associated outbuildings, provided that this run-off or overflow of water is a direct result of a defect of the installations, appliances or devices referred to. Loss or damage due to wear and tear or inadequate maintenance of the installations, appliances or devices, as well as damage caused by sewage and groundwater, is excluded.

7.1.3.8 Storm, which means wind speeds of at least 14 metres per second observed by a local weather station, including rain, snow, and hail damage, and damage resulting from lightning strike;

#### 7.1.3.9 **Theft, extortion, robbery.**

- In the event of extortion or robbery, cover is only provided on condition that the Insured Person was threatened with violence.
- Damage resulting from theft is only covered if the theft can be demonstrated to have been preceded by break-in to the properly locked door of the Home which provides direct access to the Insured Person's own Home. Theft and robbery outside the Insured Person's Home is excluded if no Travel is involved;

7.1.3.10 Vandalism, committed by someone who has illegally forced entry into the building inhabited by the Insured Person.



## 7.2 Compensation

7.2.1 The Insurer will pay the following value of the Personal Items according to the maximum sums insured as stated in the attached overview of cover:

- For items no older than one year: the New Value;
- For items older than one year: the Current Market Value.

7.2.2 If the Personal Items can be repaired or replaced, the Insurer has the right to repair or replace them.

7.2.3 If items cannot be replaced with equivalent new items, the determination of the damage will be based on the Market Value.

7.2.4 Damage compensation will be granted up to at most the sums insured, regardless of the total value of the Personal Items.

## 7.3 Compensation on top of sum insured

The Insurer will, if necessary on top of the sum insured, provide reimbursement for the following, capped at a maximum of 10% of the sum insured under Personal Items:

- damage caused by forcible entry into the building inhabited by the Insured Person in a burglary or attempted burglary, insofar as these costs are borne by the Insured Person;
- the extra costs of necessary stay elsewhere if the Home inhabited by the Insured Person becomes uninhabitable because of 1 or more of the events mentioned in 7.1.3;
- clean-up costs, being the costs of cleaning up the household contents, insofar as this clean-up is the necessary consequence of an insured event.

## 7.4 Conditions for cover and obligations of the Insured Person in the event of damage

The provisions in articles 7.4.1 to 7.4.4 are a condition for cover under this insurance. Cover lapses if these conditions are not satisfied.

7.4.1 Within twenty-four (24) hours or as soon as reasonably possible after he/she has discovered the theft, the Insured Person must file a report with the police or other authority competent to take such a report with jurisdiction in the city/town where the theft has occurred.

7.4.2 In the event of damage to Personal Items, the Insured Person must give the Insurer the opportunity to examine these before repairs are made.

7.4.3 The Insured Person must demonstrate the possession, value and age of the Personal Items, for instance by means of an original purchase invoice.

7.4.4 In the event of damage to or theft of the Personal Items occurring during transport, the Insured Person must check his/her property upon receipt and in the event of damage or theft, notify the transport company of this. If possible, the Insured Person must provide an official report prepared by the transport company.

## 7.5 Exclusions

In addition to the exclusions mentioned in the General Terms and Conditions, the following are not covered under this insurance:

- a. Damage to watercraft, with the exception of sailboards;
- b. Loss of video, computer, photographic, film, audio and telecommunications equipment, jewellery, watches, fur and other valuable items, unless the Insured Person can demonstrate that he/she had taken the normal precautions;
- c. Aircraft, including hang gliders and parasailing equipment;
- d. Motor vehicles, including mopeds;
- e. Campers and other vehicles as well as related accessories;
- f. Damage resulting from wear and tear, inherent defect, inherent deterioration and gradual weather or other effects, moths or other vermin;
- g. Damage resulting from attachment or confiscation other than on account of a traffic accident;
- h. Damage consisting of damage (scratches, dents, stains and disfigurement), unless the item has become unsuitable for use;
- i. Cash, cheques and/or credit cards;
- j. Damage caused if the Insured Person has not taken the normal precautions to prevent loss, theft or damage to Personal Items. Normal precautions cannot in any event be considered to have been taken if video, computer, photographic, film, audio and telecommunications equipment, jewellery, watches, fur or other valuable items have been left behind unattended other than in a properly locked space. A means of transport is not considered a properly locked space.

For items not mentioned in point j. above which have been left behind in a means of transport, there will only be entitlement to compensation if and to the extent the Insured Person cannot have been reasonably expected to have taken safer measures, the items were in a properly locked boot, and these items were also not visible from the outside.

## 8 Description of Cover

Scope of Cover	Complete	Start+	Start
<b>Section 2 Medical Expenses</b>			
Reimbursement of costs for doctors and hospitals	Cost price	Secondary if not covered under another insurance policy	Not covered
Special Medical Expenses:			
- Physiotherapy	12 treatments	12 treatments	Not covered
- Acupuncture	12 treatments	12 treatments	Not covered
- Psychotherapy	9 treatments	9 treatments	Not covered
Costs relating to non-medically necessary delivery in Hospital, maternity home or at home	Max € 2,000	Not covered	Not covered
Devices	In accordance with expanded devices scheme	Not covered	Not covered
Dental costs as the result of an Accident Per event	Max € 1,100	Max € 1,100	Not covered
Dental costs for emergency assistance Per Insured Year	Max € 350	Max € 350	Not covered
<b>Section 3 Accidents</b>			
a In the event of death	€ 10,000	€ 10,000	€ 10,000
b Maximum in the event of Permanent Disability	€ 75,000	€ 75,000	€ 75,000
<b>Section 4 Extra Costs/Aid and Relief</b>			
a. Extra costs of return travel to the Homeland if called back early because of a life-threatening condition or death of a first or second-degree relative. If the insured person himself/herself is in mortal danger, the return flight and stay of 2 family members at the insured person's destination are covered	Max € 7,000	Max € 7,000	Max € 7,000
b. Repatriation of the remains to the country of origin or local burial/cremation in the city/town of death, provided these costs do not exceed the costs of repatriation.	Max € 500,000	Max € 500,000	Max € 500,000
c. Telecommunication costs pp per insured period	Max € 150	Max € 150	Max € 150
d. Extra costs in connection with repatriation/evacuation by air ambulance	Max € 500,000	Max € 500,000	Max € 500,000
<b>Section 5 Liability</b>			
Private liability, per claim	Max € 1,250,000	Max € 1,250,000	Max € 1,250,000

### Section 6 Legal Assistance

(Not in effect during work)

- Recovery assistance
- Legal assistance for criminal law cases
- Contract law assistance
- Judicial deposit

Within Europe (per event)	€ 50,000	€ 50,000	€ 50,000
Outside of Europe, per event	Max € 15,000	Max € 15,000	Max € 15,000

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### Section 7 Personal Items

Inside Insured Person's Home (per event)	Max € 6,000	Max € 6,000	Max € 6,000
Personal baggage during Travel	Max € 1,500	Max € 1,500	Max € 1,500
Which includes for:			
• Photographic, film, video and computer equipment	Max € 700	Max € 700	Max € 700
• Theft, damage, loss			
• Contact lenses and glasses	Max € 200	Max € 200	Max € 200
• Travel documents	Cost price	Cost price	Cost price
• Telephones, valuables, jewels, watches	Max € 150	Max € 150	Max € 150
• Sailboards (including accessories), bicycles	Max € 250	Max € 250	Max € 250

*NB: For the full cover, read the Policy Conditions and see the insurance certificate.*

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