
General Conditions

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Please take the policy abroad with you.

The alarm center is at your disposal 24 hours a day.

International SOS Assistance (UK) Ltd.

tel. no: 44-20-8762-8008

fax. no: 44-20-8748-7744

In the following cases you may use the alarm center:

- Before you go abroad

You may call the alarm center before you go abroad. The alarm center will provide pre-trip referral information on countries and regions to be visited, including local English-speaking doctors and/or addresses and phone numbers of hospitals.

- During your stay abroad

Before taking action yourself in the event of serious illness or accident you should call one of the alarm centers. The center offers assistance 24 hours a day.

International SOS must be notified in order to be eligible for reimbursement of Additional travel and accommodation costs and/or expenses for Repatriation of mortal remains. International SOS must be informed of an insured person being admitted to hospital for in-patient treatment within 48 hours after admittance in order to confirm the conditions of cover.

When calling you should state:

- your name and your policy number and, if applicable, the name of the insured person for whom assistance is being asked;
- insurance period, effective date, and nationality;
- town, country and telephone number where you may be reached;
- a short summary of the problem and the assistance that is desired;
- if applicable, name, address and telephone number of the hospital to which the insured person has been admitted;
- name, address and telephone number of the attending physician and, if necessary, of the insured person's own general practitioner.

Article 1. Definitions

In these insurance conditions the following terms shall have the following meanings:

1.1. Gouda International

Goudse Schadeverzekeringen N.V., International Division,
P.O. Box 9, 2800 MA Gouda, The Netherlands.
Trade Register Gouda: 29012404

1.2. Policyholder

The person who has retained the insurance and in whose name the insurance is valid.

1.3. Insured person

The person named on the certificate as being an insured person. The said person shall only be insured in his/her capacity as private person.

1.4. Relative in the first or second degree

Spouse, parents(-in-law), children and the person with whom the insured person lives together on a permanent basis. Brothers(-in-law), sisters(-in-law), grandparents and grandchildren.

1.5. Insurance

The whole of general and special conditions to which reference is made in the policy.

1.6. Europe

Europe, including the islands in and the countries surrounding the Mediterranean Sea, the Black Sea and the Baltic Sea, the countries of Commonwealth of Independent States as far as the Ural Mountains and the Caspian Sea, Madeira, the Canary Islands, and the Azores, but excluding Switzerland.

1.7. Assistance company

International SOS Assistance (UK) Ltd., 6th Floor, Landmark House, Hammersmith Bridge Road, London W6 9DP, England.

1.8. Annual renewal date

The date which is (a multiple of) twelve months after the effective date as detailed on the certificate.

1.9. Certificate

Details of the insured person, insurance year, premium, deductible and effective date, etc. This certificate forms part of the insurance. A new certificate will be provided after each alteration.

1.10. Country of residence

The country in which the insured have their habitual residence at the time this policy is first taken out, or at each subsequent review date.

1.11. Home country

The country which the policyholder declared as such on the application form for this insurance.

1.12. Effective date

The date that the insurance starts as shown on the certificate.

1.13. Insurance year/period of insurance

The period stated as such on the certificate.

1.14. Family

Spouse or defacto spouse and accompanying children under 20 years of age, with a minimum of three members, living at the same address.

1.15. Couple

Spouse or defacto spouse or a parent and an accompanying child living at the same address.

Article 2. Basis of the coverage

Your application form, this policy, your certificate and any other information given and any endorsements are all part of this contract and should be read together to avoid misunderstanding. They indicate the insured, the coverage sections which are in force and contain details of your coverage. No promotional literature or advice booklets form part of your contract.

Article 3. Extent of coverage

3.1. Description

The insurance provides coverage to the insured person in accordance with the special conditions to which reference is made in the policy.

3.2. Deductible

1. The deductible as mentioned in the policy shall apply per insurance year and per person, unless the certificate states differently. The deductible amount must be paid by the policyholder or the insured person(s).
2. If a maximum amount has been stated for part of the insured package, this maximum shall remain in full force both for the application of the deductible and for any payment thereafter.
3. In the event of suspension or termination of the coverage, no reduction of the deductible already applied shall be made.

3.3. Insurance area

The insurance shall be in force in the country of residence as mentioned in the policy. At the same time the insurance shall be in force during travels in countries outside the country of residence and during temporary leave in the home country. For the coverage in the home country there is a maximum stay of 90 consecutive days per insurance year. If the temporary stay in the home country lasts for more than 90 consecutive days, the insured person should report this to Gouda International immediately.

3.4. Other insurance

If it should appear that the damage or expense covered by this insurance is also covered by (an)other policy/policies, compulsory social insurance, a subsidy arrangement, or another contract, of an older date or not, or would have been covered under it/them if this agreement had not existed, this insurance shall only run as a surplus on top of the cover that has been given on the other policy/policies or would have been given if this policy had not existed.

Article 4. General exclusions

No claim can be made on compensation or payment for damage or expenses caused by or as a result of:

4.1. War risk/terrorism

A direct or indirect war invasion, riots, lock-outs, civil commotion, rebellion, revolution, insurrection, terrorism, or military or usurped power or any illegal act.

4.2. Nuclear reactions

- Ionizing radiation's or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

An exception applies when nuclear reactions came about in any medical treatment given to the insured person.

4.3. Weapons

The possession and/or use of weapons.

4.4. Crime

The committal of or complicity in any crime by the insured or by the person who is interested in the payment.

4.5. Alcohol/stimulants

The use of alcoholic beverages, intoxicants, stimulants or similar substances (also including soft drugs). Unless the use of stimulants is made in accordance with the prescription of a physician and the insured person adhered to the instructions for use.

4.6. Dangerous sports

- Preparation for or participation in speed races with motor vehicles or other vehicles, motor boats or bicycles;
- Amateur flying, delta flying, hang-gliding and the like, parachuting;
- White water boating, deep sea diving;
- Equestrian competitions;
- All combat and self-defense sports;
- Rugby;
- Glacier trips without a guide, mountaineering;
- Ski jumping, ski alpinism, ski bob;
- Ski sailing, ice sailing, bobsledding, tobogganing, skeleton, swing bo;
- Ice hockey;
- Other hazardous winter sports activities.

If a sport or activity is not on this list, Gouda International will decide if it is a dangerous sport or activity.

4.7. Restriction of freedom

Restriction of freedom, barring in the event of aeroplane hijacking, deportation, seizure and/or confiscation.

4.8. Willfulness

Willfulness or consent of the insured persons or of the person who has an interest in or will benefit from the payment.

4.9. Negligence

Gross recklessness or gross negligence.

4.10. Electronic date recognition

The failure, rear of failure or inability of any equipment or any computer program, whether you own it or not, to recognize or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

4.11. Miscellaneous exclusions

- Suicide;
- Participation in arguments, fights or risky ventures in which the insured person has endangered his/her life or body, unless this risky venture was reasonable in legitimate self-defense or in an attempt to save oneself, others, animals or goods;
- Expenses which would have been payable if the event giving rise to the claim had not occurred.
- Expenses which the insured person(s) incur(s) after the end of the insurance, whether or not the event giving rise to the claim has occurred before the end of the insurance.

Article 5. Responsibilities of the insured person

The insured person shall be obliged to:

1. report the event which may give rise to a claim to Gouda International as soon as possible.
2. supply Gouda International with all particulars and documents as soon as possible.
3. keep Gouda International posted of new facts and developments in the case.
4. render co-operation to the claim settlement and omit everything that may harm the interests of Gouda International.

The insurance shall not provide cover if the insured has not fulfilled any of these obligations and/or obligations as referred to in the special conditions and consequently, harms the interests of Gouda International.

Article 6. Consequences

The insured person loses the right to payment if with respect to any component of the claim and/or with respect to the circumstances under which the event occurred he/she:

1. gives a misrepresentation of the facts or has made an untrue statement and/or
2. withholds information of which he/she could know that they might be important to Gouda International in its assessment.

Article 7. Claims

7.1. Claim form

Claims should be advised immediately in writing to Gouda International, for the attention of the International Division. A claim form will be forwarded which should be completed in accordance with the instructions contained therein and returned together with the original invoices and all supporting documentation.

7.2. Period limitations

The right to a claim shall expire if it is not reported within one year after the event or date on which the insured person gained knowledge or could have gained knowledge of an event that may lead to a responsibility of payment for Gouda International.

7.3. Petition period

If, with respect to a claim by a beneficiary from the policy Gouda International has taken a final position, either by rejecting the claim or by (an offer of) payment by way of final settlement, any right vis-à-vis Gouda International, with respect to the event on which the claim was based shall expire after one (1) year, beginning the day on which the beneficiary or his attorney gained knowledge of this position, unless within that period the insured person has challenged the position of Gouda International.

7.4 Subrogation

In the event of any payment under this policy, Gouda International will be subrogated to all rights of the insured of recovery therefore against any person or organisation and the insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured will do nothing after loss to prejudice such rights. Gouda International will be entitled to the payment, reimbursement, and subrogation as provided in this section regardless of whether the total amount of the insured's recovery (or his estate, parent or legal guardian) on account of the injury or illness is less than the actual loss suffered by the insured (or his estate, parent or legal guardian). The proceeds of any judgment or settlement obtained by Gouda International or by the insured (or his estate, parent or legal guardian) on account of the injury or illness shall first be applied to satisfy the claim, liens and other rights of Gouda International under this section.

Article 8. Premium payment

8.1. Premium payment in general

The policyholder must pay in advance the premium, the insurance tax, and eventually other contributions for all the insured persons appearing on the certificate, unless agreed otherwise by Gouda International, and for all applicable special conditions, no later than thirty days after they have become due.

The premium must be paid in installments of one year, six months or a quarter as agreed and specified in the policy. Premium changes based on age shall be effective on the annual renewal date.

8.2. Non-payment or untimely payment of premium

If the policyholder refuses to pay the total amount due, or if the period of thirty days fixed in 8.1. elapses without the amount due having been paid, the coverage shall be suspended. No further notice of default by Gouda International shall be required. The suspension shall be considered to have commenced on the first day of the period for which the total amount is due.

The policyholder will have to pay the amount due. The coverage shall commence again on the day after the one on which the amount due has been received and accepted by Gouda International, with observance of the provisions of the applicable special conditions. No right to any benefit shall exist for the consequences of any damage arisen at a time at which the insurance was suspended.

8.3. Refund

Only in the event of an early return to the home country by the insured person shall the current premium be refunded in fairness, provided that the insurance has been in force for more than one year. In all other cases, no refund of premium will be paid once cover has commenced under this insurance.

Article 9. Duration and end of the insurance

9.1. Duration of the insurance

The contract shall remain in force for a period of one year from the effective date and is renewable for successive one-year periods. The maximum renewal period shall be five (5) years. In the event of a stay abroad exceeding five (5) years, Gouda International shall examine whether the policy will be renewed and on what conditions. Premium changes based on age shall be effective at the annual renewal date.

9.2. End of the insurance

The insurance shall end:

- a. After the insured person's final return to his/her home country as regulated in article 9.3.
- b. By written termination from the policyholder at the end of the insurance year as detailed in the policy, provided that the request for termination has been submitted in writing to Gouda International three months prior to the end of the insurance year, and the policy has been in force for more than one year.
- c. For children who reach the age of 20 during the currency of the insurance, the cover of the items Gouda Service Package, Medical Expenses, Continuous Travel, Private Liability, and Family Accident shall no longer be in force. Consequently they shall be insured independently without medical underwriting on a separate policy at the premiums corresponding to their ages. In that event, the expiration date shall be the same as that of the main policy.
- d. If the maximum insurance duration as stated in article 9.1. of the General Conditions is reached.
- e. Without written notice on the last day of the insurance year, in which the insured person has reached the age of 65.
- f. By written termination from Gouda International:
 - within 30 days after an event that may lead to a responsibility of payment for Gouda International has come to its knowledge. (This does not apply to the section Medical Expenses and Personal Accident.);
 - within 30 days after it has paid benefit on the strength of this insurance or has rejected it. (This does not apply to the section Medical Expenses and Personal Accident.);
 - if in connection with an event the insured person has deliberately given a misrepresentation of facts. In these cases the insurance shall end on the date mentioned in the letter of termination. In these cases Gouda International shall observe at least 30 days' notice.
- g. If the policy holder does not agree with the alteration of premium and/or conditions. The policyholder has to acknowledge Gouda International of this fact in writing within one month after the date of notification by Gouda International.

9.3. Final return to the home country

In the event of a final return to his/her home country the insured person must report this to Gouda International within 48 hours. From the time of final return to his/her home country the insured person shall be entitled to the coverage under these policy conditions for another month.

Article 10. Conflicts/applicable law

This insurance shall be subject to Dutch law. In so far as the law does not prescribe differently in a coercive manner, any conflicts between the parties shall be submitted to the competent court in the District of Rotterdam or to the otherwise competent court.

Article 11. Notifications

Notifications by Gouda International to the policyholder shall be made in a legally valid manner to the latter's last address known to Gouda International or the address of the intermediary through whose intervention this insurance runs.

Article 12. Privacy code

The particulars supplied and yet to be supplied by the policyholder may be included in the register of clients kept by Gouda International. A privacy code applies to it.

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