

Special terms and conditions

Personal Accident Insurance

PO2017



Insurance

Explanation Special terms and conditions Personal Accident Insurance

If the policy sheet states that you have taken out Personal Accident Insurance and you have paid the premium on time, then you are entitled to the coverage described in these special terms and conditions. These clauses must be read in conjunction with the general terms and conditions.

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What do we mean by?

Permanent disability

Permanent complete or partial loss of (or loss of use of) an insured person's body part or organ.

Accident

Sudden and direct external assault causing you physical injury capable of being identified by medical means.

This also includes:

- severe poisoning, not caused by pathogens, medication, recreational drugs, intoxicants, narcotics or stimulants;
- infection by pathogens as a result of an insured person falling into water or another substance unintentionally or entering the same in order to rescue another person or an animal;
- complications and worsening of injury suffered in the accident as a result of receiving first aid or another necessary medical treatment;
- wound contamination and blood poisoning as a result of an accident covered by this insurance;
- substances or objects (not pathogens) entering an insured person's body involuntarily;
- asphyxiation, drowning, sunstroke, heat stroke, frostbite, burns, chemical burns, lightning strike and electrical discharge;
- exhaustion, starvation, death from dehydration and sunburn as a result of a catastrophe;
- sudden sprain, dislocation and tearing of muscle and ligaments. The nature and location of such an injury must be capable of being identified by medical means.

1. Where is your Personal Accident Insurance valid?

The insurance is valid anywhere in the world.

2. In which circumstances will we make a payment?

We will make a payment in the event of death or permanent disability as a result of an accident. It does not matter whether you have suffered damage or loss or incurred costs, all that matters is whether death or permanent disability has occurred as a result of an accident.

We will only make a payment if the accident occurred during the term of the insurance.

The general terms and conditions frequently refer to reimbursing damage, loss or costs.

With respect to personal accident insurance, this is intended to refer instead to making a payment under the insurance.

3. What should you do following an accident?

Inform us of any events eligible for a payment under this insurance as soon as possible after you become aware of the event. You should contact us at:

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P.O. Box 50.000

7900 RP Hoogeveen, The Netherlands

Telephone: +31 (0)70 353 21 25

Fax: +31 (0)70 353 21 26

Website: www.oomverzekeringen.nl

Email: claims@oomverzekeringen.nl

The general terms and conditions set out your other obligations, such as your obligation to cooperation with the investigation to assess whether the event is covered, and the consequences if you fail to comply with your obligations.

Conditions:

If an insured person dies or is permanently disabled as a result of an accident, you or the person claiming a payment under this insurance must inform us as soon as possible. This must be no later than 3 years after the accident. If you do not inform us immediately after the accident has occurred, you must be able to show that:

- the disability was solely caused by an accident;
- the effect of the accident was not increased by the insured person suffering an illness, being in a poor state of health or having a physical defect or mental condition;
- the insured person followed all the instructions of the doctor who treated him in full.

If an insured person dies, the person claiming a payment under this insurance must inform us at least 48 hours before the burial or cremation takes place. Otherwise, any right to payment under this insurance will lapse.

You are only entitled to cover if you comply with the following obligations and do not adversely affect our interests.

In the event of permanent disability, you are obliged, as an insured person, to:

- be treated by a doctor and take every possible action to further your recovery;
- be examined by a doctor, at our request. This examination will take place at our expense at a location we appoint. You will provide all information requested;
- be admitted to a hospital or another medical institution for examination, at our request. This examination and admission will take place at our expense at a location we appoint;
- give us, or the party dealing with the claim adjustment on our behalf, powers to obtain information from third parties. This obligation also applies to the person making a claim to payment under the insurance in the event of the insured person's death;
- provide to us or to an expert we nominate all information required by us, or the party dealing with the claim adjustment on our behalf. In doing so you must mention all facts and circumstances relevant to determining the degree of permanent disability;
- inform us immediately of your (partial) recovery;
- discuss the matter with us or the party dealing with the claim adjustment on our behalf in good time in the event of transfer to a different address for nursing purposes.

4. How do we process claims?

If we receive notification of an accident, we first check the payment amount to which you are entitled. We transfer this amount to the policyholder, unless we have made a different agreement with you and this is stated on the policy sheet. In the event of death as a result of an accident, we make the payment to the insured person's legal heirs. The payment amount is the amount (or part of the amount) for which you are insured. The amount insured is stated on your policy sheet.

5. Which situations are covered by your Personal Accident Insurance?

Death

If an insured person dies directly and solely as a consequence of an accident, we pay the amount insured for death. The amount insured is stated on your policy sheet. If the insured person previously received a payment for permanent disability resulting from the same accident, the amount paid on death will be reduced by this amount. If the amount already paid for permanent disability exceeds the amount for death, you do not need to make any repayment.

Permanent disability

If an insured person is permanently disabled directly and solely as a consequence of an accident we pay the amount insured (or a percentage of that amount). The maximum amount insured is stated on the policy sheet. The percentages for complete and permanent loss (or loss of use) are as follows:

| | |
|-------------------------------|------|
| Arm or hand | 75% |
| Thumb | 25% |
| First finger | 15% |
| Middle finger | 12% |
| Third finger or little finger | 10% |
| Leg or foot | 70% |
| Big toe | 8% |
| One of the other toes | 3% |
| Hearing in one ear | 25% |
| Hearing in both ears | 60% |
| Sight in one eye | 35% |
| Sight in both eyes | 100% |

Conditions

- If you suffer partial loss (or loss of use) of one of the above body parts or senses, we will pay that proportion of the percentage stated above.
For example: You are insured for the sum of € 50,000. Following an accident, a doctor certifies that you have permanently lost 60% of the use of your leg. Your payment would then be calculated as follows: € 50,000 (the amount insured) x 70% (the payment percentage for disability of a leg) x 60% (the proportion of permanent disability of the leg) = € 21,000. In this situation you would therefore receive a payment of € 21,000.
- If you are permanently disabled with respect to a body part that is not mentioned above, we will pay a percentage of the amount insured equal to the degree of disability caused to your body as a whole as a result of the injury. In calculating this percentage, we will not take your occupation or other activities into consideration.
- We determine permanent disability on the basis of the loss (or loss of use) of the affected body part. In doing so, we do not take into consideration any external artificial aids and accessories that enable you to function more fully. However, we do take into consideration any internal artificial aids and accessories that enable you to function more fully.
- We never pay more than the amount insured for disability, even if an insured person is involved in more than one accident.
- If the consequences of the accident worsen due to illness or a physical or mental defect, the amount already paid will be unaffected.
- If the insured person dies due to a reason other than the accident and has not yet received any payment for disability, we will make a payment of the amount to which the insured person was entitled following the accident. In such a case, we do require that it can be medically established to what extent they could reasonably have been expected to be permanently disabled following the accident if they had not died.
- If you are already permanently disabled prior to an accident and the accident exacerbates your condition, we will make a payment corresponding to the difference between the degree of permanent disability before and after the accident.
- We determine the degree of permanent disability at such time as the insured person's condition is no longer considered to be subject to change. In all cases, this determination will be made no later than two years after the accident.

Motorbike or scooter accident

If you are involved in an accident when riding or as a passenger on a motorbike or scooter with a capacity of 50cc or more, the maximum payment we will make, for either death or permanent disability, is 25% of the amount insured. If you were not wearing a helmet at the time of the accident, the maximum payment we will make is 10% of the amount insured.

Sport

Accidents occurring while practising recreational sports (including winter sports) are insured. For example, cross-country skiing, underwater sports and other common sports, such as tennis or football. The clause below sets out the sports that are not covered by your Personal Accident Insurance.

6. Which situations are not covered by your Personal Accident Insurance?

In the situations described below, you are not entitled to a payment under this insurance unless explicitly stated otherwise on your policy sheet.

- **Hernia.** We do not recognise an abdominal hernia or slipped disc (herniated nucleus pulposus) as an accident.
- **Psychological condition.** We do not recognise a psychological condition as an accident.
- **Drugs.** If you are involved in an accident while under the influence of alcohol, medication, intoxicants, narcotics or stimulants, other than those prescribed by a doctor.
- **Aircraft.** If you are in, on or attached to any aircraft, other than as a passenger in an aeroplane in use for civil aviation.
- **Professional sport.** An accident in the course of your occupation or secondary occupation as a professional (or semi-professional) sportsperson.
- **High-risk sports.** An accident while engaging in a high-risk sport. For example:
 - **Various winter sports,** such as bobsleighbing, boat skiing, mogul skiing, firn blättern, extreme firn skiing, glacial speleology, off-piste glacier skiing, glacier hiking, heli-skiing, climbing, off-piste skiing, para-skiing, Rennfiggl, skeleton, ski-alpinism, ski-bobbing, figure ski jumping, skijoring, ski jumping, ski safari, ski-flying, ski-sailing, snorkel skiing, snow scooter, snowshoeing, speed races, speed skiing, surfski, deep-snow skiing, ski mountaineering, wind weapon, wisbi, ice climbing and climbing frozen waterfalls.
 - **Mountain sports,** such as abseiling, speleology, mountain and rock climbing, canyoning, downhill racing and biking, via ferrata, mountain biking in caves, sport climbing without safety restraints and yetiballing.
 - **Water sports,** such as cave-rafting, cliff-jumping, free diving, cave diving, hot dog, hydrospeed, jet-boating, jet-skiing, kayaking (in the categories difficult and upwards), kite-surfing, powerboating and offshore racing, rafting, river trekking, ski boat, solo sailing with the exception of inland waterways, Competition sailing at sea, white water rafting, wreck diving and sea canoeing.
 - **Air sports,** such as base jumping, bungee jumping, catapulting, death-ride, delta- flying, fly by wire, jumping in formation, hang-gliding, parachute jumping (including tandem jumping and duo jump), paragliding, parapenting, parasailing, skydiving, parachuting, sky surfing, stunt flying and ultra-light flying.
 - Taking part in and training for **races involving land or sea vehicles,** in which speed is the dominant element.
 - **Other sports,** such as cat crawling (without safety harness), dangerous sports such as big game hunting, Eastern martial arts and other contact sports, such as boxing, wrestling, indoor wall climbing, kite buggy, motor cross, rugby, speleology, sand boarding and trial riding.

This is not an exhaustive list. Accidents while participating in other high risk sports are also excluded from cover.

- **High risk occupation.** An accident in the course of an occupation with an increased risk of accidents, such as tree feller, circus artiste, roofer, diver, window cleaner, woodworker, slaughterman or fisherman.
- **Suicide.** Suicide or complications as a result of an attempted suicide.
- **Fighting.** If you are involved in a fight. This exclusion does not apply to insured persons under the age of 14. If you can prove that the accident resulted from legitimate self-defence, you will be entitled to a payment under this insurance.
- **Recklessness.** Accidents in the course of a risky undertaking, deliberately and recklessly endangering life and limb, except where necessary in carrying out the insured person's occupation or to rescue a person or animal, or in legitimate defence of yourself or others.

The following situations are also not covered by this insurance:

- **Natural disaster.** If the damage or loss is caused by an earthquake, flood or volcanic eruption.
- **Nuclear reaction.** If the damage or loss is caused by a nuclear reaction.
- **War and kindred risks.** If the damage or loss is caused by war and kindred risks: armed conflict, civil war, uprising, civil disturbance, riot or mutiny.

- **Misleading information.** If you or another person entitled to payment under this insurance deliberately misleads us by failing to inform us or misinforming us regarding any fact or circumstance, except in cases where the misleading information does not justify this exclusion.
- **Incorrect representation of events.** If you represent events incorrectly or give an account that is damaging to our interests, unless this incorrect representation is not sufficiently material to justify the exclusion. However, we will restrict your right to payment under this insurance. If a payment has already been made, we will claim our losses from you. If you deliberately represent events incorrectly in order to mislead us, you will not be entitled to any reimbursement of costs.
- **Hijacking, strike, uprising or terrorism.** If the damage or loss is associated with or caused by your participation in a hijack, strike, uprising or act of terrorism.
- **Crime.** If the damage or loss is associated with or caused by your committing (or assisting in) a crime.

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation. In the case of any dispute, the original Dutch text shall prevail.

The trade name OOM Verzekeringen is used by OOM Holding N.V. (KvK The Hague 27194193), OOM Global Care N.V. (AFM 12000623, KvK The Hague 27111654) and OOM Schadeverzekering N.V. (AFM 12000624, KvK The Hague 27155593). These companies are registered in The Hague and share operational offices in Rijswijk.



Insurance

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