

# **Au Pair Insurance**

Versie 1.0



# **INHOUDSOPGAVE**

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# **GOUDA WORLDWIDE EMERGENCY MEDICAL ASSISTANCE**

# IMPORTANT NOTICE TO THE INSURED, DOCTORS AND HOSPITALS

A 24 hour Gouda emergency telephone service is operated for the benefit of persons insured under an De Goudse policy, so that in the event of an EMERGENCY medical problem covered by this insurance, help and advice can be given. The Gouda emergency telephone also helps in case the insured unexpectedly has to return to the home country for a covered event.

In the event of a MEDICAL EMERGENCY call Gouda

# Telephone: +31 182 544 555

NOTE: Neither De Goudse nor the Emergency Assistance organisations shall be responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment. In addition, any expenses incurred by De Goudse or the Emergency Assistance organisations, which arise in circumstances not covered by the policy, shall be recoverable in full from you.



# **BENEFITS AND AMOUNTS INSURED**

On behalf of the holder of this Tasman insurance policy the issuing authority has issued insurance for the period as mentioned on the policy certificate. The insurance is only valid if the premium for the respective insurance has been charged and paid and the dates of commencement and expiry correspond with your actual travelling dates. The coverage automatically ends the moment the insured permanently returns to the home country.

Any amount payable by this insurance shall be in € (except for luggage claims and covered medical expenses during a visit to the home country if so required by the Insured). The publication of amounts in different currencies in this insurance policy does not entitle you to payment of these amounts. The Sums Insured will only be compensated once during the Period of Insurance, including extensions, unless otherwise stated in the policy conditions.



# **ARTICLE 1. TABLE OF BENEFITS**

ARTICLE 1. TABLE OF BENEFITS	
Amounts in Euro's	Maximum Sums Insured
Medical (all-in)	
Medical necessary costs in The Netherlands and during a visit to the Home Country or a holiday of max. 31 days	actual costs
Emergency dental expenses	350
Dental expenses after an accident	500
Excess	NIL
Medical (additional)	
Charged excess on the Dutch Healthcare insurance	actual costs
Medical necessary costs not fully reimbursed by the Dutch health insurance during a visit to the Home Country or	
holiday of max. 31 days	actual costs
Extra expenses	
Transportation costs mortal remains	Unlimited
Extra travelling expenses	15,000
Search and Rescue	15,000
Communication expenses	125
ACCIDENTS	
Accidental death	6,000
Permanent disablement	30,000
Motor/scooter/moped	2,250
Personal liability	150,000
Damage to goods of the host family occured outside of any au pair activities	1,000
Damage to goods of the host family occured during the au pair activities	1,000
Luggage	
During the entire period	2,500
– foto-, film, video-, image-, audio equipment, (game)computers, (electronic) notebooks, fur, suede, leather	
clothing, paintings and other works of art as well as valuables, which are not specified below in total	1,250
– jewellery in total	350
— watches in total	350
– glasses (excl. sunglasses)	350
— musical instruments	350
– luggage bought during the stay abroad	400
_ Telephone	200
Reimbursement of purchases if luggage is delayed for a least 24 hours	125
Excess	50

All benefits are also valid during vacations (incl. wintersports) of maximum of 31 days.



#### **ARTICLE 2. DEFINITIONS**

For simplicity we use key words such as you and home to explain the cover.

Please read these Definitions carefully to ensure that any exclusions and limitations are fully understood.

The following key words appear throughout the Policy with a capital letter to remind you of their importance:

**Insurer** - Goudse Schadeverzekeringen N.V., hereafter **De Goudse/We/Our**. Goudse Schadeverzekeringen N.V has been registered as a non-life Insurer with the Autoriteit Financiële Markten (Authority Financial Markets; AFM). De Goudse provides insurances and other financial products. De Goudse is situated at:

Bouwmeesterplein 1, 2801 BX Gouda, The Netherlands

(Postal address: PO Box 9, 2800 MA Gouda, The Netherlands)

You/Your/the Insured - each person named on the policy certificate. with a minimum age of 18 and a maximum age of 31 on the starting date of the policy, staying as an au pair in The Netherlands.

Assistance Company - our appointed Emergency Assistance Companies (see page 3 for address and telephone number).

**Period of Insurance** - the period which commences and ends on the dates stated on the policy certificate.

Home Country/Country of Origin - the country in which you normally reside;

Host Country - the country where you are temporarily staying as an au pair.

**Valuable Articles** - photographic-, film, video-, image-, audio equipment, electrical and electronic equipment, (game) computers, notebooks, electronic notebook, fur, suede, leather clothing and other animal skins and hides; silks, carpets, paintings and other works of art as well as valuables, which are not specified below:

jewellery including real pearls, precious stones and valuables of gold, silver and other precious metals; watches including watch-straps and watch chains, clocks; musical instruments; binoculars, telescopes; sports equipment;

**Valuable documents** - money, cheques, bank cards and travel documents.

**Dangerous sports** - air travel other than fare paying passenger, base jumping, bobsleighing, bouldering, boxing, bridge to bridge jumping, cave diving, cliff diving, competitions, cresta run, crewing on vessels from one country to another, endurance test, free diving, free solo climbing, free style BMX, gliding, gorge swinging, horse jumping, horse riding competitions, ice caving, ice diving, lead ice climbing, luge, martial arts competition/training, micro lighting, motor sports/rallying, mountain biking categories (single speed, all mountain, downhill, dirt jumping, free ride, street/urban, trials, cyclo cross, off road), mountaineering expeditions, ostrich riding, professional sports, range shooting, rodeo, sand dunge bugging (no roof) or 4WD (roof), shark cage diving, skeleton, ski acrobatics/stunting, skiing off-piste, stunt flying, target shooting, use of weapons, wind tunnelling, wreck diving, yachting out of territorial waters

**Sum Insured** - the amount stated under each Cover Section or Part of a Section which is the maximum payable per period of insurance, including extensions, unless otherwise stated in the policy conditions. If an insurance has been extended, then the Sums Insured as mentioned on the original (first) insurance policy, are used in case of a claim.

Money - cash, bank or currency notes, cheques, travellers cheques, postal or money orders, petrol coupons, food, holiday and credit vouchers, and airport tax coupons.

**Europe** - Europe, Iceland, countries bordering the Mediterranean, Baltic and Black Seas, and the Commonwealth of Independent States West off the the Ural Mountains

**Worldwide** - all countries of the world, including those covered under Europe.

**Cover** - the entitlement to indemnity under a policy Section in accordance with the Table of Benefits, Period of Insurance and any special requirements detailed on the policy certificate, and for which an appropriate premium has been paid.

Close Relative - spouse, brother or sister, brother and sister in law, parent, grandparent, stepparent, spouse's parent, child, grandchild, child's spouse. Spouse includes de facto spouse;

Component: A de facto spouse is a person with whom you have a partnership contract drawn up by a civil-law notary for a period of minimally one year.

**Host Family** - the family in The Netherlands where the au pair is staying temporarily as an au pair.

Policy Holder - the person who has retained the insurance and in whose name the insurance is valid (host family or au pair agency).

**Doctor** - an officially registered medical practitioner.

Accident - any sudden, unexpected violence from the outside affecting your body, directly causing a medically diagnosable physical injury.

Permanent Disability - permanent complete or partial loss (of function) of any part or organ of your body, without taking account of your profession.

**Unexpected and fortuitous event** - unless expressly agreed otherwise by parties, this insurance meets the requirement of uncertainty as referred to in article 7:925 of The Netherlands Civil Code if and insofar the damage suffered by the insured or a third party, with regard to which a claim for compensation is made against De Goudse or an insured, is caused by an Event of which it was unclear to parties at the time the insurance was taken out that it had caused damage to the insured or the third party or that damage would arise in the normal course of events.

**Event** - an uncertain incident or a series of uncertain incidents that are related and that share a common damage cause.



**Initial premium** - the premium due on the part of the policy holder with respect to the new insurance policy and/or an interim amendment of the insurance policy.

Fraud - Attempting to obtain payment, payment in kind or acquire coverage under false circumstances and where no rights exist to do so.

**Consequences of committing fraud** - Where fraud (wholly or partially) is committed there will be no entitlement to payment, payment in kind or issuing of coverage.

In addition, committing fraud may lead to:

- 1. you being reported to the police or local justice;
- 2. termination of the insurance;
- 3. registration in the national insurers signalling register;
- 4. any payment, or payment in kind that has already been issued will be claimed back by us in addition to the termination of the insurance coverage;
- 5. any other costs made in connection with or to determining the right to payment shall be recovered from the insured.

# **ARTICLE 3. GENERAL CONDITIONS**

Please read these conditions carefully as there is only coverage if they are fulfilled.

#### **ARTICLE 3.1 BASIS OF THE INSURANCE**

All statements and declarations submitted to De Goudse by the policy holder and the insured person(s) in the application form(s), bill(s) of health and examination report(s) form the basis of the insurance and are considered integral parts thereof.

## **ARTICLE 3.2 EFFECTIVENESS OF INSURANCE**

This insurance shall only become effective if attached to a policy certificate issued and validated by De Goudse. Only if the required premium has been paid, We will pay or indemnify you in accordance with the terms and limitations of each benefit and subject to the general conditions and exclusions of this policy. The Sums Insured will only be compensated once during the Period of Insurance, including extensions, unless otherwise stated in the policy conditions.

#### **ARTICLE 3.3 VALIDITY OF INSURANCE**

This insurance is valid for travelling to and stay in The Netherlands. And during holidays, including wintersport, of maximum 31 days.

#### **ARTICLE 3.4 PERIOD OF INSURANCE**

All benefits commence when the Insured leaves Home to travel to the place of destination and ends when the policy ends or when the Insured permanently returns to the Home Country, whichever occurs first. If the Insured does not travel directly to the Home Country the coverage ends the moment the Insured leaves The Netherlands. The dates of commencement and expiry of the insurance must correspond with your actual travelling dates.

De Goudse will extend the Period of Insurance free of charge for up to 30 days if your return home is delayed for unforeseen reasons beyond your control and you have bought a return ticket for a set date at the same time as the booking of the journey.

NOTE: The contract shall remain in force for a maximum period of one year from the effective date and is renewable for another maximum period of one year. The maximum Period of Insurance (insurance + renewal) shall be 24 months. If the Insured wishes to renew the original insurance (for a period not in excess of 24 months), the issuing of a new policy will only be accepted if this has been notified in writing by the Insured to the travel agent at least one working day before the expiring date.

# **ARTICLE 3.5 REFUND OF PREMIUM**

This insurance can only be prematurely terminated when the Insured returns home more than one month earlier then anticipated when the insurance was arranged; In this case the Policy Holder shall be entitled to a pro rata refund of premium for each full month of unexpired Cover, with a deduction of € 10,for administration fees.

If the Insured cancels before arriving in The Netherlands we will cancel the insurance and restitute the premium. In all other cases, no refund of premium will be paid once Cover has commenced under this insurance.

#### **ARTICLE 3.6 INSURED**

You are insured if your name is mentioned on the policy certificate, if you are not over 31 years of age on the commencement date of this insurance and you have a fixed place of residence in The Netherlands as an au pair. The insurance cannot be transferred. The insurance has no force if you have been notified by De Goudse of the fact that De Goudse shall no longer accept travel insurance for you. In this event you are entitled to repayment of premiums paid.

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#### ARTICLE 3.7 FLYING, MOTOR, SCOOTER AND MOPED RISK

The aviation risk including hijacking is covered only if you make lawful use as a passenger of an aircraft fitted out for passenger transport whilst being used for civil aviation as well as if you as an amateur glider pilot or as its passenger take part in civil aviation on the condition the pilot has a valid pilot's licence for the flight concerned. Damage to, caused with or by private or rented aircraft is excluded from the insurance.

The motor/scooter/moped risk is also insured on the understanding that for this the payment in case of death as a result of an Accident will be limited to the maximum Sum Insured as mentioned in the Table of Benefits. Damage to, caused with or by a private or rented motor, scooter or moped is excluded from insurance.

#### **ARTICLE 3.8 GENERAL EXCLUSIONS**

This Policy does not cover:

- Any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 2. Any atomic nuclear reaction regardless how and where the reaction originated.
- 3. Mental or nervous illness or anxiety.
- 4. Occurrences attributable to the effects of alcohol or drugs.
- 5. Suicide or attempted suicide and self inflicted injuries.
- 6. Involvement in willful exposure or needless peril.
- 7. Involvement in any sport or pastime involving exceptional risk of Accident.
- 8. Venereal diseases, sexually transmissible conditions, H.I.V., Acquired Immune Deficiency Syndrome (AIDS).
- 9. Pregnancy or childbirth.
- 10. Abortion; except spontaneous and non-elective abortion.
- 11. Taking part in any Dangerous Sport activity.
- 12. Any breach of any prohibition or regulation of any government.
- 13. The practice of professional functions insofar as exceptional employee- and or business risks are involved.
- 14. Also, no benefits are payable if:
  - A claim results from circumstances which reasonably could have been anticipated by The Insured or any other person at the date of issue of this
    policy;
  - There is any other insurance or fund covering the same loss, damage or any part thereof. In that case this insurance will not be liable for the risks paid or covered by such other funds or insurances.
- $15. \quad \text{Expenses which would have incurred in the normal course of the holiday/journey}.$
- 16. Anyone insured younger than 18 years or older than 31 years on the starting date of the policy.
- 17. In the event that the maximum Sums Insured have been utilised, then The Insured is responsible for the payment of any amount in excess of the maximum amount covered by the policy.
- 18. a.The first € 150 of any compensation under Personal Liability, Damage to goods of the host family;
   b. The first € 50 for any compensation under Luggage.

Unless stated otherwise in the Policy wording.

The insurer is not obliged to provide coverage or indemnification under this insurance if this means violating Sanction Act and regulations under which the insurer is prohibited to provide coverage or indemnification.

# **ARTICLE 3.9 OBLIGATIONS OF THE INSURED**

- a. In the case of the occurrence of a claimable incident pursuant to this insurance, The Insured is obliged to notify De Goudse in writing to that effect within a period of 30 days after the incident with statement of all related particulars, as well as the policy number. In case of loss or theft of luggage, The Insured is obliged to report this forthwith to the police at the location where the theft or loss occurred and to submit proof to that effect, as well as to take all reasonable measures to trace the lost or stolen goods or to have them traced, all under penalty of loss of rights. Moreover, in the case of damage during transport, the institutions responsible for the goods during the said transport, such as the personnel of the airline company, shipping company, bus company, etc., must be notified of the said damage. The Insured is furthermore obliged to transfer ownership of the stolen or lost goods to De Goudse upon fulfilment of the compensation.
- b. In the case of sickness or an Accident, The Insured is obliged to cooperate with regard to all measures required by De Goudse aimed at a speedy recovery, as well as with regard to all medical examinations, alternatively, with regard to observation in an institution appointed by and for the account of De Goudse.



- c. In the case of the death of The Insured due to an Accident, the parties involved are obliged to:
  - 1. Notify De Goudse forthwith to that effect by telephone, in any event soon enough to enable De Goudse to conduct an investigation prior to the funeral or cremation:
  - 2. Submit an extract of the death certificate from the registry of births, deaths and marriages to De Goudse;
  - 3. Provide a medical practitioner, to be appointed by De Goudse, with the opportunity to conduct an investigation into the cause of death and to authorize De Goudse to take all related measures to that end.
- d. Where additional travel and/or hotel expenses are incurred for medical reasons, as intended in Article 5.3., the necessity thereof must be substantiated by submission of a written statement to that effect from the treating foreign medical practitioner. De Goudse must authorize this procedure in advance.
- e. In the case of instances of loss or damage subject to this insurance, The Insured will hand over all documents of proof and information to De Goudse upon first request thereto and free of charge.
- f. The policy holder is obliged to:
  - 1. Provide all the necessary cooperation to assist De Goudse in the settlement of the loss or damage, and to observe all related instructions;
  - 2. Refrain from reaching settlements, making payments or promises and, in general, refrain from doing anything that could conceivably harm or compromise the interests of De Goudse;
  - 3. Take all reasonable measures in the power of the policy holder or insured to prevent or reduce the extent of the loss or damage.

All rights to benefits will lapse where the policy holder or the person entitled to the benefits has failed to fulfil one or more of the aforementioned obligations, with the intent of misleading the insurance company, except where the misrepresentation does not justify the lapse of the applicable rights.

#### **ARTICLE 3.10 SECONDARY COVER**

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. This clause does not apply for the Benefit Accidents.

# ARTICLE 3.11 WHAT DO WE USE PERSONAL DATA FOR?

If you apply for an insurance, we ask for personal data. We use your data to conclude and execute the agreement. We also use them to comply with legal obligations, to prevent and combat fraud, to make (statistical) analyzes and for marketing activities.

#### DO WE ALSO PROVIDE THE INFORMATION TO OTHERS?

Sometimes we also provide (some of) your data to other parties, such as reinsurers, your adviser, postal companies, automation companies and companies to which we have outsourced specific tasks. We only do this if this is necessary and we take measures to ensure the security of your data. Further we do not provide your information to others, unless we are obliged to do so. This may include, for example, the tax authorities, supervisors, the police or the judiciary.

#### **HOW LONG DO WE KEEP YOUR DATA?**

If you have provided data for a quotation, we will keep those six months. Your data that we need to conclude and carry out an insurance contract we will retain for a maximum of seven years after ending the contract.

#### **Code of Conduct**

We handle personal data carefully and in line with de Gedragscode Verwerking Personsgegevens Verzekeraars. You can find the consumer brochure of the Code of Conduct on www.goudse.nl if you enter 'Privacy statement' in the search window. De complete text can be read via the website of Verbond van Verzekeraars www.verzekeraars.nl. You can also request this at the Verbond van Verzekeraars, PO Box 93450, 2509 AL The Hague, telephone: (070) 333 85 00.

# **YOUR RIGHTS**

You have the right to view, modify or delete your personal data. You also have the right to object to the processing of these data, to limit their processing and to transfer your personal data to another organization.

Do you want to use this? Send a request to De Goudse regarding the Data Protection Officer, PO Box 9, 2800 MA Gouda or mail this to gegevensbescherming@goudse.com. Always send a copy of your identity card. Black out your photo and burgerservicenummer (BSN) in this copy to protect your privacy. The data protection officer responds as quickly as possible to your request, at least within four weeks. Do you think that we do not comply with privacy legislation properly? Then you can contact the Dutch Data Protection Authority (autoriteitpersoonsgegevens.nl).

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#### 3.12 HOW TO COMPLAIN

We always try to provide a high standard of service, however, if you do have a complaint or an enquiry regarding this insurance, please address it to the Complaints desk of De Goudse:

Klachtencommissie De Goudse

P.O. Box 9

2800 MA Gouda

The Netherlands

If you do not accept the decision of the Complaints Desk you can file your complaint at: Stichting Klachteninstituut Financiële Dienstverlening (Kifid) Postbus 93527 2509 AG Den Haag

The Netherlands

#### **ARTICLE 3.13 CLAIMS HANDLER**

All documents regarding claims have to be submitted to: Goudse Schadeverzekeringen N.V. Email to claims@goudse.com

#### **ARTICLE 3.14 LANGUAGE**

Towards this agreement, applies the English language. If the English text differs from the Dutch language, the English text will prevail.

#### **ARTICLE 3.15 APPLICABLE LAW**

This insurance is governed by Dutch law and is a legal contract between the policy holder and De Goudse. 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 The Hague.

#### **ARTICLE 3.16 ARBITRATION**

If any difference shall arise as to the amount to be paid under this Policy, liability having been admitted, such difference can be referred to an Arbitrator to be appointed by the parties in accordance with any statutory provisions for the time being in force. Where any difference is by this General Condition to be referred to Arbitration, the making of any award shall be a condition precedent to any right of action against Us.

# **ARTICLE 3.17 SUBROGATION**

In the event of any payment under this policy, We will be subrogated to all your rights of recovery against any person or organisation and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights, you will do nothing after loss to prejudice such rights. We will be entitled to the payment, reimbursement, and subrogation as provided in this section regardless of whether the total amount of your recovery (or your estate, parent or legal guardian) on account of the injury or illness is less than the actual loss suffered by you (or your estate, parent or legal guardian).

The proceeds of any judgement or settlement obtained by Us or by you (or your estate, parent or legal guardian) on account of the injury or illness shall first be applied to satisfy Our claims, liens and other rights under this section.

# **ARTICLE. 3.18 SALVAGE COSTS**

Salvage costs are costs for measures taken by or for a policy holder or insured during the term of the insurance, which measures are reasonably required in order to avert immediate imminent danger of damage which — if the damage actually arises — (an insured would be liable for) is covered by the insurance, or in order to limit that damage. In this context, costs of measures are also taken to mean damage to goods used when taking said measures.

## Sanctions in the case of failure to fulfil salvaging obligations

No rights can be derived from this insurance policy where the policy holder or the person entitled to the benefits has failed to take all reasonable measures to prevent or reduce the damage, as intended in Article 7:957 of the Dutch Civil Code and thereby harming the interests of the insurance company.



#### **ARTICLE 3.19 TERRORISM COVER**

#### Introduction

In the situation where a terrorism risk is realised insurance cover is limited as a result of clauses terrorism cover with the NHT (Nederlandse Herverzekerings-maatschappij voor Terrorismeschaden).

The Insurer should be informed as soon as possible if there is a need to make a claim for payment or legal assistance, in any case within two years after the NHT has confirmed that this Event or circumstance can be regarded as a realization of the terrorism risk. After this period has elapsed there will be no more entitlement to coverage.

The text from the Clauses sheet terrorism cover with the NHT (Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.) reads as follows:

#### **DEFINITIONS**

In this clauses sheet and the provisions based thereon the following terms – in so far as not specifically otherwise stated – are understood to mean:

#### **Terrorism**

Violent acts and/or actions — conducted outside of the context of one of the six types of acts of war referred to in Article 3:38 of the law "Wet op het financieel toezicht" mentioned as types of molest — in the form of an attack or a series of attacks connected to one another in time and purpose resulting in injury and/or damage to a person's health, whether or not resulting in death, and/or resulting in damage to objects, or otherwise harming economic interests, in which context it is plausible that this attack or series of attacks — whether or not in any organisational connection — has or have been plotted and/or executed with the intention of realising certain political and/or religious and/or ideological objectives.

#### **Malicious contamination**

Disseminating- outside of the context of one of the six types of acts of war referred to in Article 3:38 of the law "Wet op het financieel toezicht" mentioned as types of molest — pathogenic organisms and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect can result in injury and/or damage to a person or animal's health, whether or not resulting in death, and/or in damage to objects, or otherwise capable of harming economic interests, or having pathogenic organisms and/or sub-stances as described above disseminated, in which context it is plausible that this dissemination — whether or not in any organisational correlation — has been plotted and/or executed with the intention of realising certain political and/or religious and/or ideological objectives.

#### **Preventive measures**

Measures carried out by government authorities and/or The Insured and/or third parties to avert the imminent danger of terrorism and/or malicious contamination or - if this danger has already manifested itself - to limit the consequences thereof.

Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V (NHT)

A reinsurance company established by the Association of Insurers (Verbond van Verzekeraars) in The Netherlands, in which context payment obligations on account of insurance contracts, which for insurers authorized in The Netherlands can directly or indirectly result from the realisation of the risks described in clause 1.1, 1.2 and 1.3, can be reinsured.

#### **Insurance contracts**

- a. Non-life insurance contracts in so far as these, in accordance with the provisions of Article 1, paragraph 1 under "staat waar het risico is gelegen' of the law "Wet op het financieel toezicht" mentioned as types of molest, refer to risks situated in The Netherlands
- b. Life insurance contracts in so far as concluded with a policy holder who has his/her usual residence in The Netherlands, or, if the policy holder is a legal entity, with the branch of the legal entity established in The Netherlands to which the insurance pertains.
- c. Funeral expenses insurance in kind contracts in so far as concluded with a policy holder who has his/her usual residence in The Netherlands, or, if the policy holder is a legal entity, with the branch of the legal entity established in The Netherlands to which the insurance pertains.

#### Insurers authorised in The Netherlands

Non-life, life and health insurers who are authorized to practice under the applicable financial laws.

#### LIMITS OF THE COVER FOR THE TERRORISM RISK

If and in so far as, taking into account the definitions provided in clause 1.1, 1.2 and 1.3, and within the limits of the applicable policy conditions, there is cover for the consequences of an Event that is (directly or indirectly) related to:







- terrorism, malicious contamination or preventive measures,
- acts or actions in preparation to terrorism, malicious contamination or preventive measures, hereinafter jointly referred to as 'the terrorism risk', the payment obligation of the Insurer regarding any claim to damages and/or payment is limited to the amount of the payment the Insurer will receive regarding such claim under the reinsurance for the terrorism risk with the NHT, in the case of an insurance with capital accumulation increased by the amount of the capital accumulation already realised on account if the insurance in question. In case of life insurance the amount of the capital accumulation realised is set at the premium reserve to be maintained in accordance with the law "Wet op het financieel toezicht" mentioned as types of molest regarding the insurance in question.

The NHT offers reinsurance cover for the claims referred to above up to a maximum amount of 1 billion Euros per calendar year. The above amount may be adjusted from year to year and applies to all the insurers associated with the NHT together. Any adjustments will be announced in three national daily newspapers.

Contrary to the provisions laid down in the previous paragraphs of this article, for insurance agreements referring to:

- damage to immovable property and/or the contents thereof;
- consequential damage resulting from damage to immovable property and/or the contents thereof, per policy holder and per insured location a
  maximum of 75 million Euros per year will be paid out under this agreement, for all the participating insurers as referred to in clause 1 together,
  irrespective of the number of policies issued.

For the application of this paragraph of this clause, insured location is understood to mean: all objects insured by the policy holder present at the address of the premises to which the insurance applies, as well as all objects insured by the policy holder outside the address of the premises to which the insurance applies the use and/or intended use of which are related to the business activities at the address of the premises to which the insurance applies. These will in any case be deemed to include all objects insured by the policy holder which are located at a distance of less than 50 metres from one another and of which at least one is located at the address of the premises to which the insurance applies.

For the application of this paragraph of this clause, with respect to legal entities and companies that are connected within a group, as referred to in Article 2:24b of the Dutch Civil Code, all group companies together will be deemed to be a policy holder, irrespective which group company or group companies belonging to the group took out the policy or policies.

With respect to reinsurance by the NHT the Protocol settlement claims (hereinafter referred to as the Protocol) is applicable. Based on the provisions laid down in the Protocol, the NHT is entitled, among other things, to postpone payment of the damages or the insured amount until the moment it is able to determine whether and to what extent it has sufficient financial means to fully pay for all the claims for which it provides cover as reinsurer. In so far as the NHT turns out not to have sufficient financial means, it is entitled to pay out a partial distribution to the Insurer in accordance with the provisions referred to above.

The NHT is authorised, taking into account provision 7 of the Protocol settlement claims, to decide whether an Event in connection with which a claim to distribution is made, is to be deemed to be a result of the realisation of the terrorism risk. Such a decision taken by the NHT in accordance with the provision of the Protocol referred to above, is binding on the Insurer, policy holder, insured parties and the parties entitled to distribution.

Only after the NHT has informed the Insurer what amount, whether or not byway of advance payment, will be paid out to the Insurer regarding a claim, can The Insured or the party entitled to the distribution referred to in clause 3.1, lay claim to the distribution against the Insurer.

The reinsurance cover with the NHT, in accordance with provision 17 of the Protocol, is effective only regarding claims to damages and/or distribution that are reported within two years after the NHT has determined whether a certain Event or circumstance is to be deemed a realisation of the terrorism risk in the sense of this clauses sheet.

# **ARTICLE 4. MEDICAL**

- Article 4.1 is only covered if medical is stated on the policy certificate. This cover is only necessary during the period the au pair does not yet have
  a Dutch Healthcare Insurance. This cover can be removed after we receive proof of cover. We lower the premium with 25%. This change will be
  effective from the first day of the newly insured month and does not become effective retroactive. If the cover is not removed after taking out a Dutch
  Healthcare Insurance, the cover under article 4.2 and 4.3 will automatically apply.
- Articles 4.2 and 4.3 are always covered.



## Article 4.1 Medical expenses while the au pair does not yet have a Dutch healthcare Insurance (all-in)

#### 4.1.1 Emergency medical treatment

This benefit provides indemnity for emergency medical expenses which are strictly necessary, and which are incurred during the period of insurance, as a result of you sustaining a bodily injury or becoming ill during the period of insurance and which cannot be postponed until the return to your domicile, and which are not recoverable from any other source, including any hospital or medical benefit fund. Under medical expenses is to be understood:

- a. all strictly necessary costs of emergency medical attendance of doctors and/or surgeons, their prescriptions, examination and similar costs directly connected with the medical treatment;
- b. all reasonable costs of medical or surgical treatment in the public ward of a hospital for as long as attendance or treatment in a hospital is strictly necessary:
- c. the reasonable costs of an ambulance to convey you to the nearest hospital should he/she be disabled to such an extent, making use of public transport impractical.

A claim under this benefit will only be valid if it is certifies in writing by a registered physician.

You have the obligation to co-operate with a medical evacuation to your country of origin if we determine that the treatment can be done in your country of origin. This obligation is only applicable if the expected duration of the treatment is at least 45 days and if the evacuation has no increased medical risk.

#### 4.1.2 Emergency dental treatment

We will pay up to the maximum Sum Insured as stated in the Table of Benefits for strictly necessary emergency dental treatment of natural teeth only for the immediate relief of pain and not occasioned by the previous deteriorated state of the teeth, gums or jaws.

In case of dental treatment of natural teeth necessary solely as a result of an Accident which also caused bodily injury necessitating medical treatment and not occasioned by the previous deteriorated state of the teeth, gums or jaws, We will pay up to the applicable Sum Insured.

Above indemnifications are payable during the Period of Insurance within

12 months after the date of the Accident. Crowned teeth, crowns, bridges, dentures etc. are not to be understood as natural teeth.

# ARTICLE 4.2 MEDICAL EXPENSES WHILE THE AU PAIR DOES HAVE A DUTCH HEALTHCARE INSURANCE (ADDITIONAL)

This cover is only possible during the period the au pair has got a Dutch Healthcare Insurance. This cover can be applied after we receive proof of cover. We lower the premium with 25%. This change will be effective from the first day of newly insured month and does not become effective retroactive. If you have a Dutch healthcare insurance the compulsory and voluntary excess are covered under the condition that this medical care was received during the term of this insurance.

# **ARTICLE 4.3 VISITING YOUR HOME COUNTRY AND HOLIDAYS**

Benefit in articles 4.1 and 4.2 also apply in the home country and during a holiday for a maximum of 31 days under the following condition:

- Only the costs which are not recoverable from any other source, including any hospital or medical benefit fund and the Dutch healthcare insurance are covered.
- After a visit to your home country or a holiday you must return to the host family. You must be able to supply the documents showing that before
  leaving for the visit you had taken measures to return to your host family; If the visiting period exceeds 31 days the insurance will automatically
  expire and you will be considered to have definitively returned to the home country.
- When you are in your Home Country, this insurance does not cover any treatment for mental or nervous illness, or anxiety, or dental treatment.
- You have the obligation to cooperate with a medical evacuation to your Home Country or Host Country if we determine that the treatment can be
  done in your Host Country. This obligation is only applicable if the expected duration of the treatment is at least 30 days and if the evacuation has no
  increased medical risk.

# **ARTICLE 4.4 SPECIAL EXCLUSIONS MEDICAL**

The following exclusions apply to this benefit:

- a. Vaccinations;
- b. Optical prescriptions;
- c. Routine medical treatment and any routine check-ups;
- d. Physiotherapy treatment, unless strictly necessary after an accident or surgery;
- e. All alternative medicine, such as chiropractic, osteopath, acupuncture treatment and manual therapist;
- f. Treatment in a private hospital if it is practical and medically advisable that treatment can be provided in a ward of a public hospital;
- g. Pregnancy and childbirth.







Please read the General and Special Exclusions carefully as they restrict the circumstances in which this benefit may be payable.

#### **ARTICLE 4.5 CONCURRENCE OF MEDICAL COSTS**

Only the costs which are not recoverable from any other source, including any hospital or medical benefit fund and the Dutch healthcare insurance are covered.

# **ARTICLE 5. EXTRA EXPENSES**

#### **ARTICLE 5.1 TRANSPORTATION COSTS OF THE MORTAL REMAINS**

Under transportation costs will be understood the costs of taking your mortal remains to your former domicile in case of death during the Period of Insurance.

We will also pay reasonable charges for burial or cremation in the event of your death during the Period of Insurance in the locality where death occurs up to a limit of € 2,250. Indemnification under this benefit is to be paid to the legal representative(s) of The Insured as soon as the claim is found to be correct.

#### **ARTICLE 5.2 - EXTRA TRAVELLING EXPENSES**

Under Extra Travelling Expenses will be understood: Strictly necessary additional second class train, boat or air fares or equivalent arrangements, which must be made in all reasonableness as a consequence of unexpected circumstances relating to a health condition as specified under sub. a, b or carising during the insurance period and after deducting the savings, restitution etc. (that is, if a refund of the unused portion of the original booking is applicable, then this refund amount will be deducted from the amount payable by this benefit).

Indemnification under this benefit is to be paid in case of:

- a. your return to the Home Country, if you have to return before completion of your trip as a consequence of the death or illness of (or Accident to) a Close Relative which results in their life being in danger. We will indemnify a return ticket if you will continue your aupairship in The Netherlands;
- b. your return to the Home Country, if medical opinion holds it necessary for you to return at an earlier or later date than intended as a consequence of your illness or Accident, and including the travelling expenses and fees for an accompanying Doctor/nurse, if it is necessary and authorised by a qualified medical Doctor, for you to be accompanied on the trip. The necessity of returning must be evidenced in writing by obtaining, prior to your return, written confirmation from a medical Doctor;
- c. the reasonable additional hotel and travelling expenses up to the maximum Sum Insured for a relative or friend necessarily required to travel to, with and/or remain with you. The indemnification under this benefit in respect of hotel expenses shall be limited to a maximum of 15 days for one member of your Close Relatives, and only if the visit is necessitated by a serious illness or Accident combined with danger to life;
- d. In the event of you not holding a ticket for the return journey, indemnification under this benefit as mentioned under a. and b. is restricted to 50% of the travel cost of the journey to the country where the certificate was issued.

#### **ARTICLE 5.3 SEARCH AND RESCUE EXPENSES**

These are the necessary costs of search and/or rescue operations to be made on request of official authorities (police on the spot e.g.) for the tracing and/or rescue of a missing insured person who is involved in an Accident, up to the amount insured, provided that approval for this operation has been obtained from De Goudse. A statement from official authorities on the spot, proving the necessity of this search and/or rescue operation must be produced for De Goudse; the absence of such statement will forfeit all rights to this Benefit.

# **ARTICLE 5.4 COMMUNICATION EXPENSES**

If you have a right to a benefit under this insurance, the necessary communication expenses following an insured Event are compensated up to the maximum amount as mentioned in the Table of Benefits. If these expenses are made to contact Gouda Assistance, then they shall also be paid in excess of the maximum.

# **ARTICLE 6. ACCIDENTS**

#### **ARTICLE 6.1 DEFINITION**

In addition to what is mentioned in article 2. Definitions, an Accident is also:

 acute poisoning as a result of the sudden and involuntary exposure to gasses, liquids or solid substances other than poisoning by medicines or exposure to allergens;







- infection by disease germs or an allergic reaction, if the infection or reaction is a direct result of inadvertently falling into water or into any other substance, or a result of attempting to save a person, animal or goods;
- unintentionally and suddenly absorbing substances or objects into the alimentary canal, the bronchia, the eyes or auditory canals, causing internal damage, with the exception of disease germs or allergens;
- spraining, dislocation and tearing of muscular and ligament tissue, provided that these injuries occurred suddenly and their nature and location are medically determinable:
- suffocation, drowning, freezing, sunstroke, heat-seizure;
- exhaustion, starvation, dehydration and sun-burn as a result of unforeseen circumstances;
- wound infection or blood-poisoning as a result of exposure to disease germs as a result of a bodily injury caused by a covered Accident;
- complications or worsening of an accidental bodily injury as a direct result of first aid or necessary medical treatment as a result of an Accident.

# **ARTICLE 6.2 - ACCIDENTAL DEATH**

This benefit is payable in the event of your death where it is caused solely and directly by injuries suffered in an Accident and results directly and independently of any other cause in death within 12 calendar months of the date of the Accident. If a benefit for permanent disablement (see below) is paid for the same Accident, this is deducted from the benefit due for death.

Indemnification of this benefit will be paid to your beneficiary as soon as the claim is found to be correct. Death will not be presumed solely because of your disappearance.

#### **ARTICLE 6.3 - PERMANENT DISABLEMENT**

This benefit pays a benefit to the beneficiary in case of your permanent disablement as a result of an Accident. In case of your Permanent Disability as a direct and exclusive result of an Accident, the benefit is determined as a percentage of the Sum Insured for permanent disablement. If you die before determination of the permanent disablement, and the death is not a result of the Accident, then the right to the benefit remains. The benefit is determined based on the expected definite degree of disablement based on the medical reports, if you had not died.

#### ARTICLE 6.4 DETERMINATION OF THE DEGREE OF PERMANENT DISABLEMENT

a. Manner of determining the permanent disablement.

The degree of permanent disablement will be determined by way of medical examination. The physician will be asked:in

- 1. case of Article 6.5-1.a.: the percentage (functional-) loss of a certain part of the body or organ;
- 2. in case of Article 6.5-1.c.: the percentage (functional-) loss of the body in whole.

The determination of the percentage (functional-) loss is based on objective standards, corresponding with the last version of the 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (A.M.A.) (Disablement is defined as impairment in these guides).

- b. Influence of artificial and orthotic devices.
  - The degree of permanent disablement will be determined based on the (functional-) loss, without taking into account externally placed artificial and orthotic devices. If internal artificial and orthotic devices have been fitted, the resulting lesser extent of (functional-) loss is taken into account.
- c. Term for determination of permanent disablement.
  - The degree of permanent disablement is determined as soon as there is an unchanged situation, however, in any case as soon as possible after the date of the Accident, unless you and De Goudse have explicitly agreed a term. In such a case De Goudse can help you by providing an advance payment.

# ARTICLE 6.5 DETERMINATION OF THE BENEFIT IN CASE OF PERMANENT DISABLEMENT

Determination of the indemnity percentage

From the percentage (functional-) loss as determined by the physician, an indemnity percentage of the Sum Insured is determined for permanent disablement, as follows:

Total Permanent Disablement	100%
For permanent loss of or permanent loss of use of:	
Visual power of both eyes	100%
Visual power of one eye	30%
but if De Goudse paid a benefit for the loss of visual power of the other eye	70%
Auditive power of both ears	60%
Auditive power of one ear	25%
but if De Goudse paid a benefit for the loss of auditive power of the other ear	35%
An Arm	65%
A forearm	60%

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A Hand	55%
A Thumb	25%
An index finger	15%
A middle finger	10%
A ring finger	5%
A little finger	5%
ALeg	60%
A lower extremity below knee level	55%
A Foot	40%
Big Toe	5%
Other Toe	2%
The spleen	5%
The taste and/or sense of smell	6%

- a. Where partial permanent (functional-) loss arises from one or more of the above-mentioned parts of the body or organs, a proportionate part is indemnified.
- b. If there has been a total (functional-) loss of one or more fingers then the aggregate payment cannot exceed that for the total loss of a whole hand.
- c. In all other cases an indemnity percentage is determined by the degree of Permanent Disability that the injury causes for the body in total.

#### **Cumulation of benefits**

On account of one or more accidents affecting you, during the term of this insurance, the total sum of all benefits will not exceed the Sum Insured for permanent disablement.

#### Interest

If one year after the Accident has occurred the degree of permanent disablement has not been determined, De Goudse will pay an interest over the payable sum of 5% on an annual basis as of the 366th day after the Accident. The interest will be paid together with the benefit.

#### ARTICLE 6.6 INFLUENCE OF EXISTING DISABLEMENT OR SICKLY CONDITION

If the consequences of an Accident have been increased due to your illness, defectiveness or an abnormal physical- or mental state of condition, for determination of the benefit, the consequences of the Accident will be taken into account which would have occurred had you been able-bodied and healthy.

However, the limitation under this article does not apply if your existing illness, defectiveness or abnormal physical- or mental state of condition is a consequence of an earlier Accident, for which De Goudse has already, or will pay a benefit under this policy.

Insofar an existing sickly condition has been aggravated by an Accident, no benefit will be paid by De Goudse.

If a (functional-) loss of part of the body or an organ already existed before an Accident, then the benefit for permanent disablement will be reduced proportionally.

#### **ARTICLE 6.7 SPECIAL EXCLUSIONS ACCIDENTS**

De Goudse is not obliged to indemnify on account of:

- a. Accidents as a consequence of a risky under-taking in which you have recklessly endangered your life or body, unless this risky undertaking was reasonably necessary for legitimate self defence or attempts to save yourself, others, animals or goods;
- b. Accidents which arise as a consequence of a sickly condition or as a consequence of your bodily or physic abnormalities, unless these circumstances are a result of an Accident for which De Goudse was obliged to pay indemnification under this insurance;
- c. Psychic affections, as a result of any cause, unless medically determinable as a direct result of brain damage caused by the Accident;
- d. Hernia inguinalis (rupture), lumbago, ruptured intervertebral disk (hernia nuclei pulposi), tendovaginitis crepitans, muscle spraining, periartritis humeroscapularis, tennis-elbow (epicondylitis lateralis), or golfer's-arm (epicondylitis medialis);
- e. The consequences of medical treatment, which you have undergone, without there being any link with an Accident covered under the policy making this treatment necessary;
- f. Accidents to you as driver of a motorcycle with a cylinder content of 50 cc or more.



# **ARTICLE 7. PERSONAL LIABILITY**

#### **ARTICLE 7.1 PERSONAL LIABILITY**

This insurance covers liability claims for:

- accidental injury or death of anyone;
- damage to property of anyone. If the property belongs to the host family limitations apply;

#### Damage to property of the host family

The coverage reimburses loss of or damage to property of the family which the au pair is liable for only if the damage happens outside of any au pair activities. The maximum cover for this is €1000,- in total over the entire duration of the insurance. There is a deductible of €150, -. Damage to or caused by a bicycle is excluded.

The coverage reimburses loss of or damage to property of the family which the au pair is liable for if the damage arises outside or from the au pair activities. We apply a maximum of  $\in$ 1,000,- for damage related to au pair activities and  $\in$ 1,000,- for damage that was not related to au pair activities. Therefor the total amount will not exceed  $\in$ 2,000,-. There is a deductible of  $\in$ 150,-. Damage to or caused by a bicycle is excluded.

#### **ARTICLE 7.2 SPECIAL EXCLUSIONS PERSONAL LIABILITY**

This benefit does not cover liability arising out of or in any way connected with:

- a. any punitive, exemplary, compensative or aggravated damage or any fine or penalty;
- b. horse drawn, motorized or mechanically propelled vehicles, caravans, trailers, trailer tents, aircraft or watercraft;
- c. death, bodily injury or illness of a person who is Insured's relative, Insured's travelling companion, a member of Insured's (au pair) household, or who is Insured's employee;
- d. damage to property that is in Insured's custody or control;
- e. liability arising from the ownership, use or occupation of land, buildings, motor vehicles, aircraft, drones or watercraft;
- f. liability arising from Insured's occupation (for example as an au pair), business or Insured's professional advice, detachment, or practical work associated with study;
- g. liability arising from Insured's entering into a contract;
- h. any action not brought under the jurisdiction of Dutch Courts or Courts of the country where the incident giving rise to the claim occurred;
- i. wilful act:
  - liability of an Insured for damage caused by and/or arising from deliberate, unlawful acts perpetrated against other persons and property or due to negligence;
  - liability of an Insured, being a member of a group, for damage caused by and/or arising from deliberate, unlawful acts perpetrated against
    other persons and property or negligence by one or more of the persons belonging to the group, including where The Insured did not personally
    commit the intended act or negligence.

The intentional character of the said unlawful act or negligence will apply undiminished where the actions of The Insured, or, in the case of The Insured belonging to a group, one or more persons belonging to the group, were influenced by alcohol or other substances such that the said person(s) could not be deemed capable of exercising sound judgement.

- j. if Insured is mountaineering or rock climbing, death or bodily injury to any person accompanying insured;
- k. liability for damage caused by animals or defective objects held or owned by insured;
- I. liability of Insured for damage caused by children;
- m. sexual conduct:
  - liability of an Insured for damage caused by and/or arising from his/her sexual or sexually tinted conduct of any nature whatsoever;
  - liability of an Insured, being a member of a group, for damage caused by and/or arising from sexual or sexually tinted conduct of any nature whatsoever by one or more of the persons belonging to the group, including where the Insured did not behave as such.
- n. weapons:
  - liability caused due to possession and/or use of weapons, as intended in the Weapons and Ammunition Act, for which the insured does not
    possess a license.

 $Furthermore, De\ Goudse\ will\ not\ indemnify\ insured\ if\ Insured:$ 

- makes an admission of liability;
- makes an offer to the aggrieved party/person;
- does not immediately notify De Goudse of any communication from or on behalf of the other person;

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defends any legal action without Goudse's approval, and co-operates in any defence.

To make a claim Insured must send the other person's communication to the De Goudse office.

De Goudse is entitled to compensate the injured directly and to negotiate a settlement with them. Claims for compensation for personal injury by injured parties will be treated and settled with due consideration to the right of action.

#### **ARTICLE 8. LUGGAGE**

#### **ARTICLE 8.1 LUGGAGE**

- a. De Goudse compensates all claims for damage to luggage and/or personal property taken along for personal use on travel due to any externally generated disasters, including loss, theft and dam-age during the Period of Insurance including holidays (see Article 9); Damage to a phone is only reimbursed on the Super Cover (see your policy document), and only if the phone is stolen or damaged. If a the phone is lost or missing there is no cover. The maximum payment of € 200, applies for the duration of the insurance, including renewals and not per event;
- b. The following is included under luggage and personal property, up to the amounts indicated in the coverage overview:
  - Valuable articles (see definitions):
  - Travel documents, including travel tickets for which no duplicates can be issued;
- c. The insurance also includes compensation for the cost of obtaining a police report or proof of submission of a police statement up to the maximum insured amount of Benefit Luggage. The Insured is also bound to transfer his/her rights of ownership to all lost and stolen goods to De Goudse in return for receipt of the compensated amount.
- d. This benefit does not cover the first € 50 of any claim.
- e. In case the insurance has been taken out for more than 3 months the following applies:
  - The luggage is also covered during the journey there and back for a one-off visit to the Home Country within the Period of Insurance.
- f. De Goudse also compensates loss of or damage to your luggage while it is in the home of the Host Family as a direct result of the following events:
  - 1. Fire, lightning, explosion, thunderbolt or earthquake;
  - 2. Riot, civil commotion, strikes, labour disturbances or criminal persons;
  - 3. Theft;
  - 4. Storm or flood;
  - 5. Escape of water from a fixed water tank or pipe, heating installation or any washing machine or dishwasher;
  - 6. Impact by road vehicles;
  - 7. Subsidence or heave of the site on which the Host Family's Home stands or landslide;
  - 8. Aircraft and other aerial devices or articles dropped from them;
  - 9. Escape of oil from a fixed oil fired heating installation.

This policy does not cover failure by the Insured to take all ordinary and reasonable precautions for the safety of the luggage, clothing and personal effects. For the purpose of this policy, such action shall be deemed not to be ordinary and reasonable precautions and would therefore result in denial of claims(s) under this benefit. In order to claim for damaged items these must be brought back and be available for inspection if so required.

#### ARTICLE 8.2 LUGGAGE BOUGHT DURING THE STAY ABROAD (ONLY APPLICABLE FOR SUPER COVER)

De Goudse will pay up to the maximum Sum Insured for theft, loss or damage of luggage purchased during the stay abroad.

#### **ARTICLE 8.3 LUGGAGE DELAYED**

Does the luggage arrive more than 24 hours after the insureds arrival at destination? We will re-imburse the necessary purchasing of clothing and toiletries up to a maximum of € 125, -. For this coverage is no deductible.

# **ARTICLE 8.4 COMPENSATION**

De Goudse is not a replacement insurance (new for old) and any amount paid is based on the actual purchase price, with a depreciation for use and up to the maximum Sum insured as stated in the Table of Benefits. This also applies to duty free purchases. If a lost or missing object is recovered within 3 months from the date on which the amount of the loss has been paid, you are obliged to buy this object back from De Goudse for a price that is equivalent to the amount of loss, without prejudice to his or her right to indemnification if the object is damaged. Upon receipt of the damages you will transfer your right to the stolen, lost or missing object to De Goudse.

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#### **ARTICLE 8.5 SPECIAL EXCLUSIONS LUGGAGE**

The following exclusions apply to this benefit:

- 1. Wear and tear, depreciation, moth, vermin, mechanical or electrical breakdown, any process of cleaning or restoration or alteration, atmospheric or climatic conditions or any gradually operating cause;
- 2. Breaking of china, pottery, glass or other brittle articles, other than photographic and telescopic lenses;
- 3. Any process of cleaning, dying, repair, alteration, or restoration;
- 4. Any item confiscated or detained by customs or similar authorities;
- 5. Breakage of skins and strings in respect of musical instruments;
- 6. Merchandise, sample collections, post stamps, coins, (similar and related) collections, photographic and slide collections, demonstration materials;
- 7. Tools, motor vehicles and their accessories, aircraft, boats, vehicles, fold-up trailers, caravans, bicycles, cycles, surfboards, under water sports equipment, watercraft as well as all related accessories, parts and components;
- 8. Contact or corneal lenses, sunglasses, hearing aids, dentures, bridgework and artificial limbs;
- 9. Any property used in connection with any business, profession or trade;
- 10. Medical instruments;
- 11. (Fire)arms;
- 12. Other damage than damage to the goods as such (consequential loss);
- 13. Animals:
- 14. Defacement, scratches, dents, etc. to suitcases, where the suitcases are still capable of being used for the intended purposes;
- 15. Cash, treasury notes, banknotes and stamps, securities for money, or goods of any kind (including traveler cheques);
- 16. Failure by you to take ordinary and reasonable precautions for the safety of his/her baggage, clothing and personal effects. (see Article 8.5 Normal Care)
- 17. Theft of luggage when left unattended, other than when locked in secured premises (safe deposit box in hotels, etc.) or locked out of sight, in the boot of a motor vehicle, but only during the hours of daylight. Except that Valuable Articles are not covered, at any time, when left unattended in a motor vehicle, whether in a locked boot or not. (see Article 8.5 Normal Care)
- 18. The following actions shall be deemed for the purpose of this policy to not be ordinary and reasonable precautions, and therefore result in denial of claim(s) under this section:
  - 1. Theft of Valuable personal belongings from tents and/or caravans are also not covered when these are left unattended;
  - 2. Any unaccompanied luggage.
- 19. Losses resulting from currency fluctuations;

**WARNING:** Leaving your personal belongings unattended and out of sight in public places encourages theft, and therefore such situations are not covered by the policy.

## **ARTICLE 8.6 NORMAL CARE**

The Insured is obliged to treat his/her luggage with all due care

- especially where they contain valuable articles and valuable documents alternatively The Insured is obliged to utilize the safest possible storage space to prevent theft, loss or damage to the greatest extent possible. Normal care will be deemed absent, among others, in the following instances:
- In the case of travel by motor vehicle:
  - Where The Insured leaves Valuable articles and documents in the motor vehicle; which said motor vehicles include campers, trucks and caravans, etc.
  - 2. Where other luggage is not kept in:
    - a. A separate, sealed trunk inside a passenger vehicle;
    - b. A storage space that is properly covered with a roller cover, hat shelf or other comparable proper provision in a passenger vehicle with a third or fifth door, including station wagons;
    - c. The interior of a camper vehicle, delivery truck/van or caravan, whereby the goods are not visible from the outside due to the use of properly fitted provisions;
    - $\ d. \quad \ \ A \ properly \ fitted \ and \ sealed \ luggage \ compartment \ or \ car \ trunk.$
  - $3. \quad \text{Where The Insured fails to take other luggage, packed into suitcases and bags, into the accommodation during overnight stays.}$
- During transportation by a transport company:
  - 4. Where The Insured ships Valuable articles, documents, fragile objects, cash and medicines as hold luggage during air, train, bus or sea travel.
- During a stay at a holiday resort:
  - 5. Where The Insured leaves Valuable papers, Valuable articles and other luggage unsupervised in a space that is not properly sealed off.



In all of the above-mentioned situations The Insured will not be entitled to compensation where he/she failed to take all the necessary precautionary measures that could reasonably be expected of him/her to prevent and/or limit the loss and/or damage. Safer measures could include storage of the Valuable articles and Valuable documents in a security vault.

#### **ARTICLE 9. HOLIDAYS**

Cover under all benefits also applies during holidays with a maximum of 31 days: General and Special conditions apply to this benefit.

#### **ARTICLE 10. SPECIAL EXCLUSIONS**

Applying to the Medical and Related Expenses and Extra Expenses sections:

Cover does not apply to occurrences arising from or connected with: Expenses, which are a result of pregnancy, childbirth, abortion and any pre-existing physical defect, infirmity, sickness, disease or affliction when:

- a. the existence of the condition was known or could have been known at the time of effecting the insurance;
- b. it was to be expected at the time of effecting the insurance that the medical expenses must be incurred during the period of insurance;
- c. You were already under medical treatment at the time of effecting the insurance and that it is necessary to continue with the treatment during the period of insurance;
- d. You travel against the advice of a Doctor;
- e. You travel to obtain medical treatment;
- f. You are undergoing, or on a waiting list for a course of medical treatment;
- g. You have received a terminal prognosis;
- h. a claim relates to a medical condition for which you have received treatment in/during the 12 months prior to effecting the Policy;
- i. There is no right to compensation of investigation costs if the costs have been made outside the Home Country in a country whose nationality you have or in the Home Country If you do not have the nationality of the Home Country.

# ARTICLE 11. INSTRUCTIONS IN THE EVENT OF CLAIMS

If you have to claim under your policy please read the following instructions carefully. Please quote certificate number in all correspondence. A separate record of this number should be kept in case the certificate is lost.

#### **ARTICLE 11.1 MEDICAL EXPENSES**

- 1. Please fill in and sign an indemnification form.
- 2. Ask the authority to whom you are responsible for payment to send or mail this form together with his or her detailed bill to the address in appropriate country mentioned on the last pages of this certificate.
- 3. If alternatively you have paid for any treatment yourself, send a similarly completed claim form together with the received bills to the same address or, if you prefer, to the organisation that has issued the certificate. Please also attach a copy of the policy certificate.
- **N.B.** No payment can be made without the original indemnification form duly filled in and signed and accompanied by detailed original bills. Please confirm the name and address of the person to whom payment should be made.

# **ARTICLE 11.2 EXTRA TRAVELLING EXPENSES**

Claims under this section must always be submitted immediately to:

Gouda Assistance Tel.: + 31 182 544 555

# **ARTICLE 11.3 IN CASE OF DEATH**

Claims under this section must always be submitted immediately to:

Gouda Assistance Tel.: +31 182 544 555

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#### **ARTICLE 11.4 PERSONAL LIABILITY**

In the event of a claim under this benefit, do not admit liability. Ask for the claim against you to be put in writing. Where applicable, provide certified translations of medical or loss or damage reports. Claims under these benefits must always be submitted to:

claims@goudse.com

or

De Goudse Administration

P.O. Box 9

2800 MA Gouda

The Netherlands

Tel.: +31.182.544 903

# **ARTICLE 11.5 LUGGAGE**

All claims for luggage have to be submitted to:

claims@goudse.com

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De Goudse Administration

P.O. Box 9

2800 MA Gouda

The Netherlands

Tel.: +31.182.544 903

- 1. Please fill in and sign the indemnification form.
- 2. Give notice of the theft or loss to the police or other authority and obtain a copy of their report or their official stamp on the indemnification form.
- 3. Enclose all copy receipts or notes available.

#### **ARTICLE 11.6 CLAIM FORM**

 $\label{lem:condition} A \ claim \ form \ can \ be \ downloaded \ from \ www.tasmanverzekeringen.nl$ 



# NEDERLANDSE SAMENVATTING VAN DE TASMAN AU PAIR-VERZEKERING

In het onderstaande vindt u een Nederlandse samenvatting van de polisvoorwaarden van de TASMAN Au pair-verzekering. Aan deze samenvatting kunnen geen rechten worden ontleend. Voor de van toepassing zijnde polisvoorwaarden verwijzen wij naar de voorgaande Engelse polisvoorwaarden.

Deze verzekering is uitsluitend geldig in combinatie met een poliscertificaat. Vergoeding van schade onder alle rubrieken geschiedt uitsluitend indien bij het aangaan van deze verzekering deze rubrieken zijn meeverzekerd en de hiervoor verschuldigde premie is betaald en binnen de voorwaarden en beperkingen van iedere rubriek en de algemene en bijzondere voorwaarden en uitsluitingen van deze verzekering valt. Bijverzekeren van verzekerde rubrieken achteraf is niet mogelijk.

Deze verzekering is van kracht tijdens de reis en het verblijf van de au pair in Nederland en gedurende vakanties van maximaal 31 dagen. De verzekering is niet geldig in het land van herkomst behalve:

- tijdens het beginnen en beëindigen van de reis naar en van het land van bestemming;
- tijdens een eenmalig tussentijds bezoek van maximaal 31 dagen.

Deze verzekering is van kracht binnen de periode zoals aangegeven op het poliscertificaat. Deze periode dient samen te vallen met de reisperiode. Het risico neemt een aanvang op het moment dat verzekerde het woonadres of de verblijfplaats in het land van herkomst heeft verlaten en eindigt bij terugkeer daarin. De maximum verzekerde periode is 24 maanden.

Op deze verzekering is Nederlands recht van toepassing.

#### **KLACHTEN**

U kunt zich met eventuele klachten in verband met deze verzekering wenden tot: Klachtencommissie De Goudse Postbus 9 2800 MA Gouda

Indien u niet tevreden bent met de manier waarop uw klacht is behandeld, kunt u zich richten tot: Stichting Klachteninstituut Financiële Dienstverlening (Kifid) PB 93527 2509 AG Den Haag The Netherlands T 0900 3552248

#### **VOORTIJDIG BEËINDIGEN**

De verzekering geschiedt zonder restitutie behalve:

in geval dat de verzekerde een maand eerder dan gepland terugkeert.

De premierestitutie zal bestaan uit het verschil in betaalde premie en de premie voor de werkelijke duur van het verblijf afgerond op een maand onder aftrek van administratiekosten.

Geneeskundige kosten 'all in' zijn alleen meeverzekerd indien Geneeskundige kosten op uw polisblad vermeld staat.

**Geneeskundige kosten (all-in):** Wij vergoeden tot het maximum verzekerd bedrag de kosten van spoedeisende geneeskundige kosten, die strikt noodzakelijk zijn gemaakt tijdens de verzekerde periode en uitsluitend wegens ongeval of ziekte ontstaan tijdens de verzekerde periode en die niet kunnen worden uitgesteld tot de terugkomst in het land van herkomst. De noodzaak voor deze medische zorg is ontstaan tijdens de looptijd van deze verzekering en was niet te voorzien toen je vertrok vanuit huis.



**Tandheelkundige kosten:** bij beschadiging van het natuurlijk gebit ten gevolge van een ongeval, waarbij ook sprake is van ander bij dat ongeval opgelopen lichamelijk letsel waarvoor geneeskundige behandeling ter plaatse noodzakelijk is, worden de kosten van tandheelkundige hulp tijdens de verzekerde periode vergoed tot het maximum verzekerde bedrag zoals vermeld in het dekkingsoverzicht. Voor spoedeisende tandheelkundige hulp voor de onmiddellijke verlichting van pijn gedurende de verzekeringsperiode is de vergoeding ten hoogste tot aan het maximum verzekerde bedrag zoals vermeld in het dekkingsoverzicht.

**Geneeskundige kosten (additional):** Als er een Nederlandse basisverzekering is dan wordt het verplichte en het vrijwillige eigen risico van de Nederlandse basisverzekering (niet dat van aanvullende verzekeringen) vergoed ongeacht de aard van de zorg. Deze verzekering is met betrekking tot spoedeisende, strikt noodzakelijke geneeskundige kosten naar aanleiding van ziekte of ongeval eveneens van kracht binnen het land van herkomst tijdens een tussentijds bezoek van maximaal 31 dagen onder de in de polisvoorwaarden genoemde voorwaarden.

Niet gedekt zijn de volgende geneeskundige kosten (dit geldt voor all-In en buiten Nederland);

- zwangerschap
- psychische klachten
- vaccinaties;
- recepten voor brillen of contactlenzen;
- medische routinebehandelingen en -checkups al dan niet in geval zwangerschap;
- fysiotherapie, behalve wanneer strikt noodzakelijk na een operatie of een ongeval;
- alle alternatieve geneeswijzen zoals, chiropractie, manuele therapie, osteopathie en acupunctuur;
- behandeling in een privé-kliniek tenzij (de behandeling niet kan worden gegeven in een openbare kliniek).

**Extra reiskosten:** strikt noodzakelijke kosten op basis van vervoer laagste klasse of soortgelijke arrangementen, die in redelijkheid worden gemaakt als gevolg van onverwachte omstandigheden, die optreden tijdens de verzekerde periode en na aftrek van besparingen, restituties e.d. Deze kosten worden uitsluitend vergoed in geval dat:

- de verzekerde tijdens de verzekerde periode wordt opgenomen in het ziekenhuis zal De Goudse de kosten van medisch noodzakelijke repatriëring per ambulancevliegtuig naar het land van herkomst en de bijbehorende kosten van een verpleger of dokter, die verzekerde vergezelt tijdens zijn reis, in verband met verdere behandeling in een behandeling in een ziekenhuis in de polisvoorwaarden genoemde omstandigheden vergoeden;
- de verzekerde voortijdig terugkeert naar het land van herkomst als gevolg van een ernstig ongeval, ernstige ziekte of overlijden van een naast familielid (zie definities). Als de au pair terugkeert naar Nederland wordt een retourticket vergoed;
- de verzekerde eerder of later terugkeert naar het land van herkomst als gevolg van ziekte of ongeval indien om medisch noodzakelijke redenen de terugreis niet met het voorgenomen vervoermiddel kan plaatsvinden en inclusief de extra reiskosten van een begeleidende verpleegkundige;
- extra reiskosten voor de noodzakelijke overkomst van een familielid indien de verzekerde ten gevolge van een ongeval of ziekte in levensgevaar verkeert en uit medisch oogpunt de overkomst dringend gewenst is;
- de verzekerde komt te overlijden tijdens de verzekeringsperiode. De extra reiskosten zijn dan de transportkosten van het stoffelijk overschot naar de voormalige woonplaats danwel de begraafkosten in het land van overlijden vergoed.

**Communicatiekosten:** De Goudse betaalt de communicatiekosten, die verzekerde maakt, indien De Goudse ook een vergoeding betaalt uit hoofde van enige andere 'verzekerde rubriek' onder deze verzekering.

**Ongevallen:** In geval van overlijden van een verzekerde als rechtstreeks en uitsluitend gevolg van een ongeval wordt het voor overlijden verzekerde bedrag uitgekeerd.

In geval van blijvende invaliditeit van een verzekerde als rechtstreeks en uitsluitend gevolg van een ongeval wordt de uitkering vastgesteld op een percentage van het voor blijvende invaliditeit verzekerde bedrag.

**Aansprakelijkheid:** De verzekering dekt de aansprakelijkheid voor schade:

- aan personen (letsel en overlijden);
- aan eigendommen van anderen. Voor schade aangebracht aan eigendommen van het gastgezin gelden beperkingen. (beschadiging, vernietiging en/ of verloren gaan).

De verzekering dekt de schade voor zover die niet gedekt is op de aansprakelijkheidsverzekering van het gastgezin. De maximale vergoeding staat op het dekkingsoverzicht.

Schade aan eigendommen van het gastgezin

**Tasman Au Pair Insurance** 

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De aansprakelijkheidsdekking vergoedt verlies van of beschadiging aan goederen van het gastgezin waarvoor de au pair aansprakelijk is. Zowel schades veroorzaakt tijdens als buiten de au pair werkzaamheden worden vergoed. De maximale vergoeding tijdens de looptijd van de verzekering is voor beide €1.000,-, samen dus €2.000,-. Er is een eigen risico van €150,- van toepassing. Schade aan of veroorzaakt met een fiets is uitgesloten.

Uitgesloten van de Aansprakelijkheidsdekking is onder andere aansprakelijkheid:

- door het eigendom of gebruik van motorvoertuigen, vaartuigen en vliegtuigen;
- voortvloeiende uit werk of in verband met studie
- voor boetes en afkoopsommen of andere maatregelen die bij wijze van straf zijn opgelegd;
- voor overlijden of lichamelijk letsel of ziekte van een persoon die familie, reisgenoot, werkgever of onderdeel van het gastgezin van de verzekerde zijn.

**Bagage:** De Goudse vergoedt alle schaden aan de tot eigen gebruik op reis meegenomen bagage en/of persoonlijke eigendommen door enig tijdens de verzekerde periode van buiten komend onheil, inclusief verlies, diefstal, beschadiging of vermissing tot het maximum verzekerd bedrag zoals genoemd in het dekkingsoverzicht. De dekking geldt ook tijdens vakanties (artikel 9).

Indien de verzekering is afgesloten voor meer dan 3 maanden geldt de bovenstaande bagagedekking ook voor de reis van en naar het land van herkomst voor een tussentijds bezoek.

De bovenstaande bagagedekking gelden met de Superdekking ook voor goederen die zijn aangeschaft tijdens het verblijf in het land van bestemming.

De Goudse vergoedt verlies van of beschadiging aan de bagage van de au pair in het huis van het gastgezin ten gevolge van onder andere:

- a. brand, blikseminslag, explosies, donder of aardbeving;
- b. oproer, civiele onrust, stakingen;
- c. diefstal:
- d. storm of overstroming.

Uitgesloten van de bagagedekking zijn onder andere:

- geld, cheques, waardepapieren enz;
- schade door mot, insecten, knaag- en roofdieren of ander ongedierte, door slijtage of eigen gebrek en door geleidelijk werkende weersinvloeden;
- fietsen, contactlenzen;
- schade ontstaan doordat de verzekerde niet de normale voorzichtigheid tegen diefstal, verlies of beschadiging van de verzekerde voorwerpen heeft betracht;
- de eerste € 50,- van iedere bagageclaim.

**Algemene uitsluitingen:** Van de verzekering is onder andere uitgesloten schade veroorzaakt door, ontstaan uit of verband houdend met: schade, die redelijkerwijs zou kunnen zijn voorzien door verzekerde op het moment van het afsluiten van de verzekering;

gewapend conflict, burgeroorlog, opstand, binnenlandse onlusten, oproer en muiterij of ander uitzonderlijke toestanden;

- voorwerpen en kosten, die zijn verzekerd op een andere polis of die verzekerd zouden zijn geweest op een andere polis, indien deze verzekering niet zou zijn afgesloten;
- gevaarlijke sporten;
- psychische aandoeningen;
- alcohol of drugs;
- zwangerschap of bevalling;
- abortus;
- verzekerden jonger dan 18 jaar of ouder dan 31 jaar op de ingangsdatum van de verzekering.

De verzekeraar is ook niet gehouden om dekking of schadeloosstelling te bieden krachtens deze verzekering, indien dit een inbreuk zou vormen op sanctiewet- en regelgeving uit hoofde waarvan het de verzekeraar verboden is om krachtens deze verzekering dekking te bieden of een schadeloosstelling uit te keren.

# Bijzonder uitsluiting voor geneeskundige kosten en extra kosten:

Kosten die het gevolg zijn van aandoeningen die reeds voor de ingangsdatum van de verzekering bestonden zijn onder andere niet gedekt indien:

- de aandoening bekend was of kon zijn op het moment van afsluiten van de verzekering;
- op het moment van het afsluiten van de verzekering bekend was dat de medische kosten gemaakt zouden gaan worden tijdens de verzekerde periode;



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- verzekerde al onder medische behandeling was op het moment van het afsluiten van de verzekering en het noodzakelijk is dat deze behandeling wordt voortgezet tijdens de verzekerde periode;
- verzekerde tegen doktersadvies in reist;
- verzekerde reist om medische behandeling te verkrijgen;
- verzekerde een medische behandeling ondergaat of op een wachtlijst daarvoor staat;
- verzekerde een terminale prognose heeft ontvangen;
- een schade gerelateerd is aan een medische conditie waarvoor verzekerde in de 12 maanden voor het afsluiten van de verzekering medische behandeling heeft ondergaan;
- de kosten zijn gemaakt in een land buiten het land van herkomst indien de verzekerde de nationaliteit heeft van dit land of in het land van herkomst indien de verzekerde niet de nationaliteit van dit land heeft.

Indien een gebeurtenis plaatsvindt op grond waarvan uitkering krachtens deze verzekering gevraagd wordt, dient de verzekerde hiervan binnen 30 dagen na het zich voordoen van deze schade, schriftelijk mededeling te doen aan De Goudse onder opgave van alle bijzonderheden en het polisnummer.

