





## **ACCIDENT & INVALIDITY**

WHO ARE COVERED?

You, the (authorised) driver, your insured family members or passengers of your motor vehicle. (Only persons between 5 and 70 years are insured)

WHERE ARE YOU COVERED?

The insurance is valid in Aruba, Bonaire and Curação.

#### WHAT IS COVERED?

We pay you an amount or reimburse costs (according to the table "accidents and compensation") in the following cases:

- As victim of a (traffic) accident you are entitled to compensation when you or an insured person as a consequence of this accident incur bodily injuries and become permanently disabled;
- As victim of a (traffic) accident you are entitled to reimbursement of expenses
  when you or an insured person as a consequence of this accident is in need of
  necessary medical or dental treatment.

#### ACCIDENT

As an accident we consider a sudden exterior violent event that affects your body or the body of an insured person (while you or the insured person were in the vehicle), which is the direct cause of bodily harm that can be medically ascertained.

### Also we consider as an accident:

- Acute poisoning, except when this is caused by the use of medicine, stimulants, intoxication, anesthetics, arousing drugs or the ingestion of allergens;
- Contamination by germs, or an allergic reaction as a direct consequence of an involuntary fall in the water or another kind of substance. When an insured person comes into contact with water or another kind of matter when saving a person or an animal, this will also be considered as an involuntary fall;
- The unwanted and sudden intake of substance or objects in the ingestion tract, respiratory tract, ears or eyes, which causes bodily harm, except for the intake of pathogens;
- Spraining, dislocation and rupture of muscle tissue and ligaments. These injuries must have originated suddenly and must have been medically ascertained;
- Suffocation, drowning, freezing, sun stroke and heat stroke;
- Exhaustion, starvation, thirstiness, as a consequence of unforeseen circumstances:
- Wound infections and blood poisoning as consequence of an accident;
- Complications or worsening of the injuries of the accident, as a direct consequence of medical treatment.

#### **DEDUCTIBLE**

There is no deductible.

Version# 012022 3469







# MAXIMUM AMOUNTS PER ACCIDENT

#### We compensate

The amount of ANG. 75,000,- per car in case of permanent total disability caused by an accident. The sum insured per insured person is the sum insured per car divided by the number of occupants.

In case of partial permanent disability, the grade of permanent disability will be determined in accordance with the table "ACCIDENT & COMPENSATION". This includes the percentages per type of permanent disability. This is the percentage of the insured sum that is paid out per insured, calculated as indicated above.

In case of medical and dental treatment, for any insured person under 70 years an amount not exceeding ANG. 500,- is available. The compensation of the medical and dental expenses depends on the charged expenses for the treatment of the consequences of the accident. The charged medical and dental expenses will only be compensated if they cannot be claimed elsewhere.

### **DEATH**

#### WHAT IS COVERED?

As victim of a (traffic) accident you are entitled to reimbursement of expenses when you or an insured person dies as a consequence of this accident.

#### **DEDUCTIBLE**

There is no deductible.

# MAXIMUM AMOUNTS PER INSURED PERSON

#### We compensate

In case of decease as a consequence of an accident, the amount of ANG. 25,000,- as listed on this policy. The sum insured is per car. The sum insured per insured person is the sum insured per car divided by the number of occupants. The compensation will be remitted to the husband/wife or partner of the deceased insured person who lived together in a family relation during the accident or the legal heirs. Note that the death compensation for persons under 18 years of age, at the time of the accident, will be limited up to 10% of the above mentioned insured amount.

#### HOW IS DECEASE DETERMINED AND COMPENSATED?

If an insured person has died as a result of an accident, a medical adviser will determine this death, as far as possible within 2 years after the accident. We determine the right to compensation and remit this directly to the entitled person.

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## **ACCIDENT & COMPENSATION**

HOW IS PERMANENT DISABILITY RESULTING FROM AN ACCIDENT DETERMINED AND COMPENSATED?

- The grade of permanent disability determined by the medical advisor, based on a recognized permanent state of the insured person, whenever possible within 2 years after the accident.
- The profession and occupation of the insured person have no influence on determination of the grade of permanent disability.
- The grade of disability will be determined, only after it can be expected there will not be changes in the grade of disability.
- We determine the damage and remit the corresponding compensation directly to the entitled person.

Determination of the percentage is done according to the following table.

Complete loss (of function) of	Percentage of compensation
The visual ability of both eyes	100%
The visual ability of one eye	30%
But if the company by virtue of this insurance has granted a compensation for loss of sight in the other eye	70%
The hearing ability of both ears	60%
The hearing ability of one ear	25%
But if the company has granted a compensation for loss of hearing in the other ear	35%
An arm	65%
An underarm	60%
A hand	55%
A thumb	25%
An index finger	15%
A middle finger	10%
A ring finger	5%
A pinky	5%
Aleg	60%
A lower leg	55%
A foot	40%
A big toe	5%
Another toe	3%
The spleen	5%
The ability to taste and/or smell	6%

In case of Whiplash syndrome without objectively de monstra bie neurological/ neuropsychological deficits and/or objectively demonstrable vestibular Deviation to be determined by Medical Advisor 0-5%







HOW IS PERMANENT DISABILITY RESULTING FROM AN ACCIDENT DETERMINED AND COMPENSATED? In case of Whiplash syndrome with objectively demonstrable neurological/ neuropsychological deficits and/or objectively demonstrable vestibular Deviation to be determined by Medical Advisor 5-15%

- In a case of partial loss (of function) of one or more of the mentioned body parts and organs, a corresponding part of the compensation will be granted.
- In a case of total loss (of function) of more than one finger of a hand, the compensation will not exceed the compensation for loss of a complete hand.
- In the cases not mentioned in the table of "accidents & compensation" we determine the percentage of permanent disability based on the advice of our medical advisor and taking into account the medical investigation.
- The percentages stated in the table will be decreased if the permanent disability is worsened by infirmity and (physical) defects that already existed before the accident.
- If within one year after the accident the grade of permanent disability has not been determined, we will compensate the legal interest on the payable amount, starting the 366th day after the accident. The interest will be paid out together with the compensation for permanent disability.

WHICH POINTS OF INTEREST ARE VALID WHEN YOU CLAIM THE ACCIDENTS INSURANCE?

- You, the insured person or entitled person have to comply with the instructions
  of the medical practitioners in charge of the treatment. If you don't follow
  these instructions and this does damage to our interests, we will not grant the
  compensation.
- You, the insured person or entitled person ask the doctor or the medical specialist to give information about the cause of death or treatment if this is required by the medical advisor.
- You, the insured person or entitled person cooperate to request the information
  we or the medical advisor consider necessary related to a claim on the accidents
  insurance.

#### WHAT IS NOT COVERED?

- 1. We will not pay out in case:
  - · The accident was caused by mental ailments;
  - ${f \cdot}$  The accident was caused deliberately or by recklessness;
  - The accident happened during perpetration of a crime or intent to commit this;
  - The insured person has used alcohol and the level of alcohol in his blood or the level of alcohol is higher than permitted by law;
  - The insured person refuses to cooperate with a blood test to verify the level of alcohol in his blood or the level of alcohol;
  - The insured person is affected by intoxication, stimulants or medicines;
  - The accident happened while participating in:
    - Racing competitions or drives;
  - Regularity or skill competitions;
  - Skid courses:
  - If driver fell asleep.

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#### WHAT IS NOT COVERED?

- 2. This exclusion applies also to unofficial competitions and races:
  - The accident was caused during a mountain hiking tour. This exclusion
    does not apply if the tour passes in paths or areas that are also appropriate
    for inexperienced walkers. The insured person needs to prove the tour is
    appropriate for inexperienced walkers;
  - The accident was caused during practicing of paid sports;
  - The accident happened while driving with a motor vehicle in places, circuits and areas that are not intended for daily traffic, like wood paths, sand-drifts, moors, beaches, brooks and similar places;
  - The accident was related to use of an aircraft, except as a passenger;
  - The accident was related to a fight, unless it can be proven that the accident was not initiated by the insured person.
- 3. We will not grant compensation if the insured person contracted permanent disability due to his war or armed activities.
- 4. If the permanent disability of the insured is the direct result of fighting incidents related to the accident.
- 5. You are not entitled to compensation when the provisions concerning fraud, riots, disturbances or armed conflicts are applicable, as stated in the General Conditions.
- 6. Also compensation will not be paid out in case that:
  - The insured person caused the accident that originated his permanent disability deliberately or it happened with his consent;
  - You intentionally supplied incorrect information when you applied for the insurance or when you notified us of the accident;
  - You neglected to supply important information or changes, or following the accident you did not cooperate and in this way harmed our interests;
  - If you don't follow our remaining rules of conduct (see general Conditions);
  - The accident was caused by or related to harassment, an atomic reaction or disturbances.

#### **DISCLAMER**

Great care has been taken in translation of these conditions. However, in the event of any discrepancy between the English translation and the original Dutch version, the latter shall prevail and be binding upon parties.

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