



Special Conditions Continuous Travel Insurance

PROCEDURES: WHAT TO DO IN CASE OF DAMAGE?

- In case of damage to luggage; always file a report and request a statement from your airline.
- Never leave your luggage in a car.
- In case of theft; always report the theft with police and request a copy of the report.
- In case of damage in the hotel; always request a statement from the hotel in question.
- In case of illness; collect original invoices and doctor's statements and present them to us.
- In case of First Aid treatment or hospitalization contact **GUARDIAN Assistance Netherlands** (Tel: +31 20 592 97 90) as soon as possible.
- Medical expenses are only covered in case of suddenly occurring situations requiring emergency assistance such as a car accident or sudden unforeseen health problems. Treatments that result from existing conditions and/or diseases are not covered.

COVERAGE OVERVIEW PRIVATE CONTINUOUS TRAVEL INSURANCE

For immediate assistance in case of hospitalization, a serious accident or death, recall to Curaçao or replacement accommodation, immediately contact **GUARDIAN Assistance**, available day and night at **+31 020 592 9790**; fax **+31 020 561 8818**.

CATEGORY I.

EMERGENCY COSTS		Insured amounts (per person, per incident, unless otherwise indicated)
The Company reimburses the following costs to the maximum amounts mentioned, when these costs were unavoidable following:		
a.	Illness, accident or disappearance of insured	
	Additional accommodation costs	ANG. 150,- p.p. per day
	Extra return fare to Curaçao	Costing price
	Cost of return by Air Ambulance	Costing price
	Cost of hospital visit	ANG. 150,- per policy, per trip
	Travel costs of family members in case of life threatening condition:	
	Travel expenses (max. 2 family members)	Costing price
	Accommodation costs (max 2 family members/max. 10 days)	ANG. 150,- p.p. per day
	Cost of search and rescue operations	Costing price
b.	Death of an insured	
	Transport costs, physical remains or	Costing price
	Cost of burial or cremation abroad incl. attendance of 2 family members	Limited to costs of transport of physical remains to Curaçao
	Additional travel expenses of Family members/Travel companion	Costing price
c.	Illness, accident or death of family members not travelling with the insured	
	Additional costs of return travel to Curaçao	Costing price
	Additional cost of return to the travel destination (max. 4 persons)	Costing price
d.	Death of an insured Travel companion	
	Travel costs of transfer of family if insured becomes a solo traveler:	
	Travel expenses (max 1 family member)	Costing price
	Accommodation costs (max 1 family member/max. 10 days)	ANG. 150,- p.p. per day

CATEGORY I.

e.	Damage to property of the insured in Curaçao	
	Additional travel costs for return to Curaçao	Costing price
f.	Unexpected delay	
	Additional travel costs for return to Curaçao	Costing price
	Accommodation costs	ANG. 150,- p.p. per day
g.	Accommodation becoming unavailable	
	Alternative accommodation in case of sudden unavailability within 7 days before the date of the booked trip	ANG. 100,- p.p. per day for max. 3 weeks
	Alternative accommodation on lodging becoming unavailable during the coverage period of the insurance	ANG. 100,- p.p. per day, limited to number of days booked.
EXTRA COVERAGE coming with a cancellation insurance taken out with the Company covering cancellation costs as a result of:		
h.	Caretaker, extra person or duty of care clause	
	Additional costs for return to Curaçao	Actual cost
In addition, the Company will reimburse the following costs if these are the result of an event covered in this Category:		
i.	Telecommunication costs	ANG. 200,- per event
j.	Transport costs of medicine, artificial aids or tools	Costing price
k.	Additional costs related to a traveling companion insured with a different insurance company	According to the max. amounts applicable under this category

CATEGORY II.

TRAVEL ACCIDENTS	
Pay-out in case of death due to an accident, maximum	ANG. 50,000,-
While driving motorcycle/scooter	ANG. 12,000,-
For insured up to 16 years old	ANG. 7,000,-
For insured aged 70 and over	ANG. 7,000,-
Maximum reimbursement in case of permanent disability resulting from an accident	ANG. 150,000,-
During a trip on motor/scooter	ANG. 50,000,-
For insured aged 70 and older	ANG. 7,000,-

CATEGORY III.

LUGGAGE (Premier Risque)	Insured amounts (p.p. per trip, unless stated otherwise)
Theft, loss or damage of/to luggage, insured amount	ANG. 7,000,-
Deductible per person, per trip	ANG. 100,-
Including:	
• Picture, movie, video/DVD and computer equipment	ANG. 3,500,-
• Valuables	ANG. 1,000,-
• Telecommunication equipment	ANG. 700,-
• Contact lenses and glasses	ANG. 700,-
• Musical instruments (franchise ANG. 70,- per incident)	ANG. 1,000,-
• Travel Documents	Actual cost
• (Dental) prosthetics/hearing aids	ANG. 700,-
• Tools as described in article 1.9	ANG. 700,-
• Bicycles and other items mentioned in article 1.10 (franchise ANG. 70,- per incident)	ANG. 700,00
• Money and travel checks (additional coverage, only if payment of the supplementary premium is stated in the policy / on the policy cover):	
• Per policy, per trip for the entire insured party	ANG. 1,500,-
• Per policy, per year for the entire insured party	ANG. 3,000,-
Deductible for money and travel checks per policy, per trip	ANG. 100,-
• Medical equipment	ANG. 2,500,-
• Items purchased during the trip	ANG. 700,-
• Gifts/presents for third parties	ANG. 700,-
• Equipment used for practicing a special (winter) sport	ANG. 700,-
Loss/delayed arrival of luggage	
• Replacement clothing and/or toiletries	ANG. 700,-
• Deductible	None
Damages to accommodation caused by the insured	
• Maximum coverage for damages caused to hotel/bungalow inventory or facilities	ANG. 700,-
• Franchise per event	ANG. 50,-

CATEGORY IV.

MEDICAL EXPENSES	Insured amounts (per person, per trip unless stated otherwise)
Illness or accident of insured, medical expenses:	
Abroad:	
• Necessary medical and hospital expenses:	ANG. 100.000,- Costing price
- Insured persons with only SVB cover/other insured persons	
- Insured with a valid healthcare insurance with international coverage	
• Purchased/rented crutches or wheelchair	ANG. 100,-
• Medically necessary prostheses as a result of an accident	ANG. 1.500,-
• Dentist expenses due to an accident	ANG. 1.000,-
• Dentist expenses for other medical necessary assistance	ANG. 500,-
In Curaçao	
• Medical and hospital expenses	ANG. 1.000,-
• Purchased / rented crutches / wheelchair	ANG. 200,-
• Post-treatment care	ANG. 2.000,-
• Dentist expenses due to an accident	ANG. 1.000,-
• Dentist expenses as part of other emergency care	ANG. 500,-
Deductible	None

This insurance can be upgraded with:

CONTINUOUS (DOUBLE-SECURE) CANCELLATION INSURANCE (P-AVD13CUR)	
As per the Special Conditions Continuous (Double-secure) Cancellation Insurance	
• Maximum compensation per insured , per trip for cancellation costs, costs of discontinuation and/or departure delay	ANG. 3,000,-
• Up to a maximum per policy, per year for the entire insured party	ANG. 15,000,-

ATTENTION: Always observe normal precaution measures, never leave luggage unattended, not even in cars (see: Category terms for luggage). Always consult the insurance conditions, in particular the requirements stated in the General Terms and Conditions and the conditions covered in the category Luggage.



GENERAL TERMS AND CONDITIONS

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ARTICLE 1. DEFINITIONS

In the conditions of the **Company**, the following definitions apply:

- **Company**
Fatum General Insurance N.V. d.b.a. Guardian Group Fatum, established in Curaçao;
- **GUARDIAN Assistance;**
- **Policyholder**
The person who took out for the insurance contract with the **Company**;
- **Insured**
The person mentioned as insured on the insurance certificate;
- **Partner**
Spouse of the insured or with whom the insured lives together (at least 1 year from the date that the trip begins);
- **Children living at home**
Children of the insured, age 27 years or younger, living at home, meaning:
 - Minor children (including foster and stepchildren);
 - Adult, unmarried children (including foster and stepchildren);
 - Adult, unmarried children living away from home for studies (including foster and stepchildren).
- **Family members**
Partner and/or children of the insured;
- **Relatives 1st degree**
Partner, parents (parents-in-law), children (son- or daughter-in-law), as well as foster and/or stepparents and -children;
- **Relatives 2nd degree**
Brothers (in-law) sisters (in-law), foster and / or stepbrothers and -sisters, grandparents and grandchildren;



ARTICLE 1. DEFINITIONS

- **Travel companion**
A person traveling with the insured;
- **Winter sports**
All snow- and/or ice-based sports;
- **Special sports**
Sports that involve a more than average risk, including mountain climbing, rock climbing, abseiling, caving, bungee jumping, parachuting, paragliding, hang-gliding, ultralight flying and regular gliding;
- **Special winter sports**
Winter sports that involve a more than average risk, including ice climbing, skeleton sledding, bobsledding, ice hockey, speed skiing, speed racing, skiing, ski jumping, figure skating, freestyle skiing, ski mountaineering and helicopter skiing;
- **Private travel**
Trips and/or stops that are not related to the profession or company of the insured but instead have a recreational character;
- **Business travel**
Trips and/or stays related to the profession or company of the insured.

The terms mentioned above are printed in bold in the conditions.

ARTICLE 2 BASIS PRINCIPLES

- 2.1. The **Company** only provides coverage for the insurance(s) and/or categories agreed to and as stated on the insurance certificate and / or the coverage statement. The coverage is limited to the amounts stated in the special conditions and/or the coverage statement, taking into account the maximum period mentioned, the specified number of persons and the specified class.
- 2.2. An insurance policy is only applicable to the name stated on the policy. The insurance is not transferable. What has been deemed applicable for one **insured** does not apply for another insured, unless specifically stated.
- 2.3. The application form containing the information, whether or not written independently provided by the **policyholder** or **insured**, as well as any written information, separately provided by **policyholder** or **insured** party, are part of the insurance(s) taken out and are deemed to form an integral part of the insurance certificate.
- 2.4. The **Company** is not liable for costs and can terminate the insurance(s) without notice if the application form and provided information or the personal details are false or when circumstances have been withheld under which the insurance would not have been given on the same conditions had the **Company** known about them.
- 2.5. The **Company** reserves the right to recover (partly or fully) paid fees from third parties. These include costs to which the **insured** is entitled as compensation on the basis of another insurance, law or provision.
- 2.6. In addition to these General Terms and Conditions, the Special Terms and Conditions apply to the insurance(s) in question. In case of a conflict between the two, the Special Terms and Conditions take precedence.

**ARTICLE 3.**
VALIDITY WITH REGARD
TO THE INSURED(S)

- 3.1. The **Company** only insures persons who are officially registered in Curaçao during the contractual period of the insurance (s) and actually reside in Curaçao.
- 3.2. The insurance(s) is (are) not valid if the **Company** has notified the **insured** that the Company no longer wishes to insure him/her. In that case, the Company will refund premiums already paid upon the **insured's** request.

ARTICLE 4.
GUARDIAN ASSISTANCE

- 4.1. In case of an incident covered by a travel insurance, the **insured** is entitled to assistance from **GUARDIAN Assistance**, consisting of:
 - a. Organizing (medically necessary) transport;
 - b. Providing the necessary (medical) care during the (return) trip;
 - c. Advice and support that **GUARDIAN Assistance** deems useful and necessary.
- 4.2. **GUARDIAN Assistance** provides its services:
 - a. Within reasonable time limits, in close consultation with the **insured** or his/her caretaker;
 - b. Insofar as government regulations or other external circumstances will allow.
- 4.3. **GUARDIAN Assistance** will pursue to undertake actions that may reasonably be expected to meet agreed commitments. Actions undertaken by the **insured**, in particular arranging alternative transport, the responsibility for fulfilling the obligations arising from those actions remain with the insured.
- 4.4. If costs arising from providing assistance are not covered by the insurance, **GUARDIAN Assistance** is entitled to require the necessary financial guarantees.
- 4.5. **GUARDIAN Assistance** is, notwithstanding its own faults and shortcomings, not liable for damages resulting from faults and shortcomings of third parties that have been hired to provide assistance. This does not limit the liability of these third parties.

ARTICLE 5.
GENERAL OBLIGATIONS
IN THE EVENT OF
DAMAGES

- In the case of damages, the **insured** or his / her claimant must:
- 5.1. Fill out the claim form in full and truthfully, sign it and send to the **Company** together with the insurance certificate. The form is available at the **Company**, the agent where the insurance was bought.
 - 5.2. Undertake everything to minimize the damages, follow all directions from and give all cooperation to the **Company** and **GUARDIAN Assistance** and refrain from actions that could harm the interests of the **Company** and of **GUARDIAN Assistance**.
 - 5.3. Transfer all claims to compensation/benefits (limited to the amount of the compensation/benefit) to the **Company**. This is only required when the **Company** has not assumed the rights of the **insured** by payment of the compensation / benefit. The insured must present all the evidence supporting the claims to the **Company**.

**ARTICLE 5.**
GENERAL OBLIGATIONS
IN THE EVENT OF
DAMAGES

- 5.4. In order to compensate expenses incurred under a travel insurance, it is in certain cases required to obtain permission from the **Company** and/or **GUARDIAN Assistance** prior to making these costs. These cases include:
- Transport by ambulance, taxi, air ambulance plane or other non-public mode of transport;
 - The cancellation and/or rental of transport;
 - Additional return expenses to Curaçao;
 - Replacement accommodation;
 - A serious accident;
 - Hospitalization longer than 24 hours;
 - Outpatient treatment by a medical specialist;
 - Passing away.

In these cases, **GUARDIAN Assistance** should be called immediately and be given the insurance details.

- 5.5. The **insured** must submit to the **Company** the original receipts of medical costs, car rental costs, transportation costs and additional travel and/or accommodation expenses, the original receipts of the foreign funeral company and any other documents that the **Company** requests.
- 5.6. The **insured** must do the utmost to reclaim the money from the transportation provider for unused tickets. Furthermore, he/she needs to provide the **Company** with supporting documents proving that the additional return and/or accommodation costs were unavoidable. Examples of such documents are a funeral card or a signed statement from the attending physician in the country of treatment.

If the insured person does not comply with the above obligations, the Company will not proceed with compensation.

ARTICLE 6.
EXPIRY PERIOD FOR
REPORTING OF
DAMAGES/LOSS

In case of an incident covered under the insurance, the **Company** must be notified:

- 6.1. If the **insured** dies, within 24 hours (by phone, fax or email).
- 6.2. If an **insured** has to be hospitalized for a period of more than 24 hours, or has to undergo outpatient treatment by a medical specialist, please contact **GUARDIAN Assistance** via telephone before admission / treatment. If circumstances do not allow prior notification no later than 12 hours after admission or treatment.
- 6.3. In all other cases: report within 28 days after returning to Curaçao in writing (mail, fax or email).
- 6.4. If the damage has not been reported on time, the **Company** will not pay out benefits unless the **insured** or his claimant(s) can prove that reporting within the subscribed period was not reasonably possible. Regardless of the circumstances, the right to reimbursement/payment will expire irrevocably if the claim is not received by the **Company** within 180 days of the incident.

**ARTICLE 7.****GENERAL EXCLUSIONS -
VOIDANCE OF
COMPENSATION/
REMUNERATION**

- 7.1 Not covered is damage:
- a. Which is directly or indirectly related to act of war, including armed conflict, civil war, uprising, domestic unrest, riots and mutiny. The six mentioned forms of molest, as well as its definitions, are part of the text deposited by the Verbond van Verzekeraars (the Association of Insurers) on November 2, 1981, at the registry of the Arrondissementsrechtbank (the District Court) in The Hague. If the **insured** suffers damages during - but not related to - the above-mentioned events, the **Company** only pays out when the insured can prove that the damages did positively not result from these events;
 - b. Which is directly or indirectly related to or caused by the **insured** person participating in or knowingly attending a hijacking, strike or terror act;
 - c. Which is directly or indirectly related to epidemics and/or pandemics.
 - d. Which is directly or indirectly related to confiscation and/or forfeiture;
 - e. Caused by, occurring in or resulting from nuclear reactions, regardless of how and where the reaction occurs;
 - f. As a result of (the attempted) participating in or committing an offence.
- 7.2. The right to compensation expires if circumstances were known to be existing at the start of the trip and that the costs incurred were to be expected.
- 7.3. The right to compensation of the entire claim expires if the **insured** or his/her claimant(s) provided incorrect information.
- 7.4. The right to reimbursement will only expire with respect to that part of the claim for which items and/or documents requested by the **Company** are not received within 180 days of the date of the request.

In addition, the **Company** does not cover in the following cases or if the costs are due to:

- 7.5. A disease or condition existing prior to the starting date of the cover period or causing complaints for which the **insured** had been treated or diagnosed for in the six months prior to the start of the cover period.
- 7.6. A mental or psychological disorder or condition, suicide or suicide attempt.
- 7.7. A pregnancy and all related costs, with the exception of the costs that result from complications.
- 7.8. Intent, gross culpability or negligence of the **insured** or of the person who benefits from the insurance pay-out.
- 7.9. Participation in atrocities, quarrels, fights, performing dangerous acts, taking part in expeditions.
- 7.10. The use of alcohol or other narcotic or inducing agents, including soft and hard drugs.
- 7.11. Violation of the safety regulations of (travel) companies.
- 7.12. The cost of abortion provocatus.
- 7.13. If the **insured** has gone abroad, amongst others to receive medical treatment there.

**ARTICLE 7.****GENERAL EXCLUSIONS -
VOIDANCE OF
COMPENSATION/
REMUNERATION**

7.14. During the trip:

- a. Participate in ballooning and submarine trips by submarine;
- b. Practicing boxing, wrestling, karate and other combat sports, jiu jitsu and rugby;
- c. Participate in competitions and preparations for practicing these sports, such as training;
- d. Participate in - or prepare for - speed and record races and reliability trials with motor vehicles or motor vessels;
- e. Use of vessels outside of inland waterways, unless there are no additional hazards.

7.15. If the accident is caused by the **insured** being in a sick or poor condition before or at the time of the accident.

ARTICLE 8.**RISK OF AIR TRAVEL**

When traveling by air, the **insured** is only covered as a passenger and not as a crew member, flight instructor, flight student or parachute jumper. To be covered, the insured must travel with airplanes belonging to certified airline. These aircraft must be equipped for passenger transport and use official airports.

ARTICLE 9.**MORE THAN ONE
INSURANCE COVERING
A RISK**

If the **insured** is insured at the **Company** under more travel insurances, he/she can receive a maximum of the following amounts:

Travel accidents:

• Luggage	ANG. 20.000,-
• Valuables	ANG. 3.000,-
• Photo, movie and video equipment	ANG. 10.000,-
• Computer equipment	ANG. 10.000,-
• Money and travel checks	ANG. 3.000,-
• 16 to 69 years old	ANG. 250.000,-
• Riding a motorcycle or scooter	ANG. 15.000,-
• 0 to 15 years	ANG. 10.000,-
• 70 years and older	ANG. 10.000,-

Death benefit:

• As a result of a winter sports or underwater accident, 16 to 69 years old	ANG. 100.000,-
• As a result of an accident while practicing a special (winter) sport	ANG. 20.000,-

ARTICLE 9.

MORE THAN ONE INSURANCE COVERING A RISK

Permanent disability benefit:

• 0 to 69 years old	ANG. 250.000,-
• Caused during motor and/or scooter riding accident	ANG. 200.000,-
• 70 years and older	ANG. 10.000,-
• As a result of a winter sports or underwater accident, 0 to 69 years	ANG. 200.000,-
• As a result of an accident while practicing a special (winter) sport	ANG. 50.000,-

ARTICLE 10.

PROVISIONS CONCERNING EXTRA TRAVEL AND ACCOMMODATION COSTS

If the insurance provides coverage for “additional travel expenses” and/or “additional accommodation expenses”, the following applies:

- 10.1. “Accommodation expenses” are the cost of lodging and meals. The fee for additional accommodation costs will be deducted by the fee the **insured** would have paid for the necessary meals deducted. This deduction is set at 20% of these reasonable costs.
- 10.2. With regard to “additional travel expenses”: if an **insured** uses his/her private motor vehicle, the insured will be reimbursed ANG. 0.30 per kilometer.

ARTICLE 11.

PAYMENT OF COMPENSATION

The **Company** pays out benefits to the insured unless he/she has informed the **Company** that they have to be paid to someone else. If the **insured** has passed away, the benefits are paid to his/her legitimate heirs. For payment of the death benefits or benefits for permanent disability due to an accident, see the Travel Conditions category.

ARTICLE 12.

VOIDANCE OF COVERAGE

If the **insured** or his/her claimant files a claim with the **Company**, the **Company** will respond with a (proposal to) payment for final settlement or rejection. The claim of the **insured** or his/her claimant expires 180 days after the **Company** has presented its statement (payment or rejection), unless a legal dispute is in progress.

ARTICLE 13.

RECOVERY OF UNINSURED SERVICES AND/OR COSTS

If the **Company** has compensated for costs and/or services made or provided by **GUARDIAN Assistance** and which are not covered by the travel insurance (such as the costs of the outer coffin), the **Company** has the right to recover the payments and/or settle the payments with outstanding fees still to be paid. **Insured** are joined and severally liable and are obliged to comply with the claim(s) within 30 days of written notice. In case of default, the **Company** will start collection procedures.

ARTICLE 14.

PERSONAL DATA

- 14.1. When applying for - or changing - an insurance, personal details are requested. These are processed by the **Company** to enter and execute insurance contracts; for marketing activities; to prevent and combat fraud against financial institutions; for statistical analysis and for compliance with legal obligations.

**ARTICLE 14.**
PERSONAL DATA

14.2. On behalf of the **Company**, **GUARDIAN Assistance** offers immediate assistance in cases of hospitalization, serious accidents or death. If **GUARDIAN Assistance** considers it necessary in the context of a specific emergency, she may request details from the insured, from his or her family members, from emergency personnel at the scene or from the attending physician and, if necessary, provide them to persons directly attending the emergency. The request and provision of medical details is done by, or on behalf of, the medical adviser of **GUARDIAN Assistance**.

ARTICLE 15.
APPLICABLE LAW

The Laws of Curaçao apply to all insurances covered by the **Company**.

ARTICLE 16.
DISPUTES

Disputes arising from an insurance contract are submitted to the competent court unless the parties agree to alternative measures to resolve the conflict. To file complaints regarding the insurance contract, the **insured** can contact the **Company's** management in writing.



SPECIAL CONDITIONS PRIVATE CONTINUOUS TRAVEL INSURANCE

In addition to these special conditions, the General Terms and Conditions apply to this insurance. The phrases printed in bold in these terms are described in more detail in the General Terms or Conditions.

See the coverage overview of the insurance in question for:

- The maximum insured amount;
- The amount of any deductibles and franchises;
- The maximum payment periods;
- The number of persons to which the compensation(s) apply;
- The compensation class (for example, public transport).

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GENERAL DEFINITIONS PRIVATE CONTINUOUS TRAVEL INSURANCE

ARTICLE 1.

COMMENCEMENT, VALIDITY AND TERMINATION OF THE INSURANCE

- 1.1. The period of validity of the insurance starts on the commencement date specified in the policy. The insurance has been acquired for the period specified in the policy.
- 1.2. After expiry of the period specified in the policy, the insurance is deemed to be tacitly extended for a period of twelve months unless the **policyholder** has sent a notice of cancellation in writing to the **Company** no later than 2 months before the expiry date.
- 1.3. The **Company** is entitled to cancel the insurance at any time in writing. In that case, the insurance will end after 2 months after the date of termination. In that case the **policyholder** is entitled to repayment of a proportionate share of the premium already paid.
- 1.4. If the **Company** has refused payment or compensation because the insured has provided inaccurate information or facts (see General Exclusions in the General Terms and Conditions), the **Company** is entitled to terminate the insurance effective immediately. In that case, the insurance ends 14 days after the date of termination.
- 1.5. The insurance will end automatically when the insured becomes resident outside of Curaçao.
- 1.6. The insurance terminates automatically upon death of the insured.

ARTICLE 2.

VALIDITY & PURPOSE OF THE JOURNEY

The insurance is valid only during:

- 2.1. Private travel/stay. The insurance is not valid during **business travel**, including travel/stay related to study and/or internship;
- 2.2. Private trips abroad outside of the business accommodation or residence address, with the exception of the departure from and return to Curaçao.

ARTICLE 3.

COVERAGE PERIOD

Within the period of validity of the insurance, the coverage period starts when the **insured** and/or his/her luggage leave the home or residence and ends as soon as the **insured** and/or his/her luggage return therein. In addition, the coverage period ends immediately after a continuous period of travel and/or stay of the number of travel days stated on the policy sheet. The insured must return in his/her residence/home in Curaçao within this period. The only exception is if public transport with which the insured travels is delayed or because of an insured incident (except when the incident is covered under the category Luggage); In that case, the coverage will automatically be extended until the first possible return of the **insured**.

ARTICLE 4.

GEOGRAPHICAL AREA OF VALIDITY

The stipulations relating to the scope of the insurance are stated in the Full Insurance and Sun Insurance clauses that are part of – and constitute a whole with – the insurance. The agreed insurance is stated on the policy.

**ARTICLE 5.****WINTER SPORTS/SPECIAL
(WINTER)SPORTS AND
UNDERWATER SPORTS**

- 5.1. If a Full Insurance or a Sun Insurance has been taken out, this insurance will also be valid during the practice of **Special Sports** and underwater sports. When exercising **Special Sports**, no payment will be payable for death or permanent invalidity following an accident, as mentioned in the Travel Conditions.
- 5.2. If a Full Insurance has been taken out, this insurance is also valid during winter sports, including participation in so-called G sterennen and Wisbi matches and **Special Winter Sports**. With respect to **Special Winter Sports**, no benefits will be payable for death or permanent invalidity following an accident, as mentioned in the Travel Conditions.

The exclusion "Participation in matches and preparations for this purpose such as training", as stated in the General Terms and Conditions, shall remain in effect uninterrupted.

ARTICLE 6.**PAYMENT OR RECOVERY
OF PREMIUMS**

The **policyholder** must pay the premium and costs in advance to the **Company** or to an intermediary appointed by the **Company** when they are due. If payments are not made within 30 days of the due date, the **Company** will issue a summons and be entitled to suspend the coverage of the insurance; the obligation to pay the premium remains. The coverage will renew on the day following the receipt of the premium, costs and any legal interest and collection charges incurred by the **Company** or its intermediary. During the period for which the insurance cover has been suspended, no entitlements can be derived from the insurance. With the exception of the provisions in articles 1.3, 1.4, 1.5, and 1.6, in the event of termination of the insurance by the **Company** in accordance with the stipulations in the General Terms, the **Company** will never grant a refund of premiums.

ARTICLE 7.**REVIEW OF PREMIUM AND
CONDITIONS**

When the **Company** reviews and adjusts the rates and/or terms of a similar insurance and makes the adjustments public, it may request the adjustment of this insurance to the new rates and/or conditions, which will take effect at the first premium due date after the introduction of the change. The **Company** will notify the **policyholder** of the changes. If the **policyholder** refuses the adjustment(s), he/she must notify the **Company** in writing within 30 days of the premium due date. The insurance will then end at 00.00 on the premium due date specified on the policy.

ARTICLE 8.**MULTIPLE INSURANCES**

If in principle an **insured** is entitled to a reimbursement or compensation of costs on the basis of another insurance, law or provision – regardless of whether it predates this insurance or not – this travel insurance does not cover these costs. In that case, the part of the compensation which exceeds the amount that could be claimed elsewhere will be reimbursed. This provision does not apply to death and/or permanent invalidity benefits resulting from an accident. The **Company** will however pay in advance the damages/costs incurred in the scope of this travel insurance, provided that the **insured** collaborates in the transfer of rights incurred from an insurance policy taken out with a third party to the **Company**.



SPECIAL CLAUSES

CLAUSE I.**PARTNER AND/OR
RESIDENT CHILDREN**

The **insured Partner** and/or **Resident Children** are considered insured both when they travel alone as well as when they travel in the company of the main insured.

FULL OR SUN INSURANCE

Depending on the chosen coverage and the premium paid, one of the following clauses applies:

CLAUSE II.**FULL INSURANCE****Geographical area of validity**

The insurance is valid throughout the world. In Curaçao, the insurance is only and exclusively valid when traveling and/or staying in Curaçao is a direct consequence and integral part of traveling abroad.

CLAUSE III.**SUN INSURANCE****Geographical area of validity**

The insurance is valid throughout the world. In Curaçao, the insurance is only and exclusively valid when traveling and/or staying in Curaçao is a direct consequence and integral part of traveling abroad. Exclusion:

This insurance **excludes** The practice of **Winter Sports** and **Special Winter Sports**.

If the policy shows that coverage has been granted for this purpose, the following clause applies.



CATEGORY CONDITIONS

SECTION I | S.O.S. COSTS

ARTICLE 1. NATURE AND SCOPE

With the permission of **GUARDIAN Assistance**, the **Company** will reimburse the additional travel costs and/or accommodation costs and/or other costs made as described in the following articles, if listed on the coverage statement. The costs mentioned will be reimbursed up to the amounts as stated on the coverage statement, taking into account the maximum period specified therefor, up to the maximum number of persons listed on the coverage statement and up to the highest class stated on the coverage statement, when these costs are the direct result of:

- a. Illness, accident or disappearance of the insured (Article 3).
- b. Death of the insured (Article 4);
- c. Illness, accident and/or death of non-traveling family of the insured (Article 5);
- d. Death of an insured **travel companion** (Article 6);
- e. Damage to property of the insured in Curaçao (Article 7);
- f. Involuntary delay (Article 8);
- g. Cancellation of accommodation (Article 9).

ARTICLE 2. COMPENSATION TO ACCOMPANYING FAMILY MEMBERS/TRAVEL COMPANIONS

The prerequisite for reimbursement to **Family Members** and **Traveling Companions** is that they have a travel insurance for the same period.

ARTICLE 3. ILLNESS, ACCIDENT OR DISAPPEARANCE OF THE INSURED

When an insured falls ill or has an accident abroad, the **Company** compensates:

- 3.1. The **insured** as well as to his/her accompanying **Family Members** and one **Traveling Companion**, provided that these costs are deemed to be medically necessary by the overseeing medical practitioner of the **Company** and are a direct consequence of the illness or accident:
 - a. The necessary additional costs of stay during the insurance coverage period;
 - b. The necessary costs of extra stay after the end of the intended duration of stay;
 - c. The necessary costs of returning to Curaçao by means of public transport, insofar these costs exceed those of the originally intended return journey.

If the **insured** is unable to travel by public transport due to his medical condition, the cost of returning to Curaçao per air ambulance plane is reimbursed. This mode of return travel is only insured with prior permission from the **Company**.

**ARTICLE 3.**
ILLNESS, ACCIDENT OR
DISAPPEARANCE OF THE
INSURED

The medical necessity for return by an air ambulance plane is determined by the physician engaged by the **Company** in consultation with the attending physician abroad. Medical necessity is always the case when returning by air ambulance plane can save the life of the **insured** or prevent - or reduce the risk of - invalidity. If the **insured** is entitled to compensation for return with an ambulance plane, he/she is not entitled to reimbursement of additional travel expenses as described above. However, the costs of transport from the foreign hospital to the airport and from the Curaçao airport to the hospital (including medical assistance costs) are reimbursed. If the insurance was taken out while the **insured** was already under medical treatment outside of Curaçao, these costs will not be reimbursed.

- 3.2. To the accompanying **Family Members** and one **Travel Companion** of the **insured**: If the **insured** is staying at the hospital due to the illness or accident: the additional cost of transport required for visiting.
- 3.3. To **insured Family Members**:
If according to the local attending physician the return to Curaçao of the insured is not possible due to his/her illness or accident:
 - a. The cost of travel from and return to Curaçao by public means of transport;
 - b. The necessary accommodation costs.
- 3.4. To the **insured** or to his claimant(s):
The costs that the local authorities must make for the search and/or rescue in the event of disappearance of the **insured**. These costs are also compensated if the local authorities suspect an accident.

ARTICLE 4.
DEATH OF THE INSURED

When the insured dies abroad as a result of illness or accident, the **Company** reimburses:

- 4.1. To the claimant(s):
The cost of transporting the remains to the most current place of residence in Curaçao, including the cost of the inner coffin and the cost of the documents necessary for transport;
- 4.2. To the traveling **Family Members** and one **Travel Companion** of the insured: The necessary costs of returning to Curaçao with a public means of transport, as far as these costs are higher than those of the originally intended return journey;
- 4.3. To the claimant(s) or to family members:
If the remains are not transferred to the original place of residence of the **insured**, the costs of burial (or cremation) abroad and the transportation of relatives of the deceased **insured** from Curaçao up to the maximum amount that would have been reimbursed for transporting the remains back to the place of residence of the deceased **insured**.

**ARTICLE 5.****ILLNESS, ACCIDENT OR
DEATH OF NON-
ACCOMPANYING FAMILY
MEMBERS OF THE
INSURED**

- 5.1. When the insured must prematurely return to his or her residence in Curaçao because a relative in the 1st or 2nd degree has died, is life-threateningly ill (in the opinion of a physician) or has been wounded in a life-threatening way, the **Company** compensates:
- a. To the insured as well as his/her accompanying **Family Members** and one **Travel Companion**: The necessary travel expenses, insofar they are more or different from the cost of the originally intended return journey. Insured(s) must travel with their own or a public mode of transport.
 - b. To the insured and to his/her accompanying **Family Members**: The cost of returning to the travel destination if the insured is entitled compensation for costs of return to Curaçao. The insured must return to the travel destination 3 days before the end of the originally intended stay.
- 5.2. **EXTRA COVER**: If a cancellation insurance with a duty of care taker, observer or extra person clause has been taken out with the **Company** and the insured has to return to his/her place of residence or residence in Curaçao under one of these clauses, the **Company** shall reimburse: To the insured, as well as to co-insured **Family Members** and one **Travel Companion**: the necessary return expenses, insofar these are more or different from the costs of the originally intended return journey. The insured person(s) must travel with their own or a public means of transport.

ARTICLE 6.**DEATH OF A CO-INSURED
TRAVEL COMPANION**

- If the insured becomes a solo traveler due to the death of his/her co-insured travel companion, the **Company** reimburses:
- To members of the insured's family:
- a. The cost from and return to Curaçao by a public means of transport;
 - b. The necessary accommodation costs.

ARTICLE 7.**DAMAGE TO PROPERTY
OF THE INSURED IN
CURAÇAO**

- When due to fire, theft, explosion, storm, lightning or flood serious damage has been caused to property in Curaçao of the insured (in particular real estate, inventory, home contents or trading merchandise) and the insured must return to his home or place of residence in Curaçao, the **Company** reimburses:
- To the **insured** as well as to his/her accompanying **Family Members** and one **Travel Companion**:
- The necessary expenses for return by a public means of transport insofar as these are more or different from the costs of the originally intended return journey.

ARTICLE 8.**INVOLUNTARY DELAY**

- If the **insured** is forced to reside abroad after the end of the intended duration of the stay, due exclusively to a labor strike of transport companies or airport staff, fog, natural disasters, avalanches, blizzards or floods, the **Company** shall reimburse until the next opportunity of return:

**ARTICLE 8.**
INVOLUNTARY DELAYTo the **insured**:

- 8.1. That part of the additional travel costs by means of public transport that exceed the cost of the originally intended return journey.
- 8.2. The necessary additional accommodation costs. Prerequisite for reimbursement is that the listed causes for delay did not occur before or during the start of the trip and were not known or expected at that time.

ARTICLE 9.
CANCELLATION OF
ACCOMMODATION

- 9.1. If within 7 days prior to the coverage period (and after the issue of the policy) the **insured's** planned accommodation has become uninhabitable or unusable, the **Company** will reimburse the cost of renting replacement accommodation. These costs are not reimbursed if the accommodation was in such a condition that it was reasonably expected to be unusable.

- 9.2. If the **insured's** accommodation is damaged by fire, storm, lightning, flooding or other natural violence during the cover period, the **Company** will reimburse the cost of renting replacement accommodation.

Prerequisite is that the owner or lender of the accommodation did not offer or provide alternative accommodation.

ARTICLE 10.
ADDITIONAL
COMPENSATIONThe **Company** also compensates (if shown in the coverage statement):

- 10.1. Telecommunications costs: the necessary telecommunications costs arising from an event covered by this category.
- 10.2. Shipment of medically artificial aids/appliances is in case of illness or accident or in the event of loss or theft of medicines or artificial aids: the costs of shipment costs these items by **GUARDIAN Assistance** to the insured if:
 - a. In the opinion of the physician employed by the **Company**, it is medically necessary and;
 - b. There are no useful alternatives available in on the foreign location.
The cost of purchase, customs duties and possible return shipment will be for the account of the **insured**, even if the items are not collected.
Cancellation of orders is not possible.
- 10.3. If an insured has to return to his/her residence or residence in Curaçao due to an event covered by this category:
the additional return travel expenses by public transport for his/her pet.
Prerequisite for compensation is that the **insured** submits official proof that the pet in question is his/her property.
- 10.4. A **Travel Companion** insured with another company: the additional costs that the **insured** has to incur as a result of an event covered under this category suffered by **Travel Companion** not insured with the **Company**. This coverage will only be valid if **Travel Companion** in question travels back and forth with the insured, has his/her own valid travel insurance which does not cover the **insured's** expenses of pay-out up to a maximum of 8%. This interest is paid at the same time as the invalidity benefits.



CATEGORY II | TRAVEL ACCIDENTS

ARTICLE 1. NATURE AND SCOPE

If **insured** has an accident during the insurance coverage period, he/she is insured for the insured sum listed on the coverage statement.

ARTICLE 2. DEFINITION OF THE PHRASE ACCIDENT

By "accident" is meant a sudden, external impact on the body of the insured which directly and solely leads to bodily injury or death of the **insured**. This must be verified by a physician.

Also considered an accident are:

- 2.1. The consequences of wrong medical treatment, wound infection or blood poisoning, if these causes are directly related to an accident.
- 2.2. Injury due to justifiable self-defense actions or to an attempt to save people, animals or goods.
- 2.3. Infections caused by germs resulting from an involuntary fall in water or in another liquid or solid.
- 2.4. Starvation, dehydration due to lack of drinking water, exhaustion or sunburn, due to isolation from the outside world due to collapse, freezing in, blizzards, emergency landing or shipwrecking.
- 2.5. Suffocation, heatstroke, freezing or drowning.
- 2.6. Acute sprains, dislocation, muscle/tendon strains or ruptures, provided that the nature and location of these injuries are medically verifiable.
Not considered an accident: dislocation due to existing joint impediments and/or overstressed ligaments.
- 2.7. Burning, but not by radiation or sunburn, unless this burning is the result of incorrect medical treatment (see article 2.1) or by isolation from the outside world (see article 2.4).
- 2.8. Acute poisoning by gases, vapors, food, beverages or other liquid or solids.
- 2.9. Injury by accidental ingestion or swallowing of foreign objects.
- 2.10. Poisoning caused by medical drugs, stimulants or narcotics, provided these drugs were used on medical prescription.

ARTICLE 3. PAYMENT ON DEATH OF INSURED AS A RESULT OF AN ACCIDENT

If the **insured** dies within two years after an accident, the **Company** pays the amount for death stated on the coverage statement. This payment is made as described in article 6. This benefit shall be deducted with the benefits the **Company** may have already paid to the insured as benefits for permanent invalidity due to the same accident. If all benefits accrued for permanent invalidity amount to a higher amount than the insured death benefits, the deceased's claimant(s) will not have to repay the difference.

**ARTICLE 4.****BENEFIT FOR PERMANENT
INVALIDITY OF INSURED
AS A RESULT OF AN
ACCIDENT**

If the **insured** dies as a result of an accident within two years after the date of the accident, the **Company** will partially or completely pay the amount stated on the coverage statement. This depends on the extent in which the **insured** has become permanently, functionally invalid. The **insured** must comply with article 8.3. Article 6.2 shows the manner in which the Company will pay. Below is the time limit for payment:

- 4.1. As soon as the degree of permanent invalidity is determined, provided that this can be determined within two years after the date of the accident;
- 4.2. If within two years it is not possible to determine whether and in what degree there is permanent invalidity, the **Company** has the right to postpone the benefit. The **Company** will then pay interest over the unpaid amount of the benefit. The interest rate used here is the average interest rate on government loans in year;
- 4.3. If the insured dies in the period of deferral as a consequence of the accident, the right to the invalidity benefits becomes void. The provisions in Article 3 will apply with regard to the death benefits;
- 4.4. If, within two years after the accident or in the deferral period, insured dies due to causes other than the accident and if the **Company** has not yet paid an invalidity allowance, the claimant(s) of insured will be paid by the **Company** disability benefits that had been due if the **insured** had not passed away.

ARTICLE 5.**DETERMINING
PERMANENT DISABILITY**

- 5.1. The extent to which the **insured** is permanently functionally disabled will be determined by the medical consultant of the **Company** on information from the attending doctor(s) and/or an independent physician employed by the **Company**. This determination of the measure of invalidity is based on the tables as published in the guide for the determination of permanent functional invalidity of the American Medical Association.
- 5.2. In determining the extent to which the **insured** has become disabled, his/her profession is not taken into account. Taken into account is the extent to which the **insured** was already invalid prior to the accident. Only "added" disability will be compensated.
- 5.3. In case of multiple accidents, no more can be paid for benefits than the maximum amount stated on the coverage statement.

ARTICLE 6.**PAYMENT OF THE
BENEFITS**

- 6.1. If the **insured** dies as a result of an accident, the benefits will be paid to his/her legitimate heirs. For this, they will be required to submit a certificate of inheritance. However, when the **insured** has specified in the insurance who has to receive his or her death benefits, the benefits will be paid to these beneficiaries. No claim to the benefits can be made by either the country Curaçao or creditors who are not heirs.
- 6.2. If the **insured** becomes permanently disabled due to an accident, the **Company** pays the benefit to the **insured** once the measure of invalidity has been determined definitively.

**ARTICLE 7.**
NORMALIZATION CLAUSE

If the consequences of an accident are increased due to sickness or a poor condition of the **insured** prior or at the time of the accident, a mental or physical disorder or condition, suicide or suicide attempt, no more will be paid out than the amount that would have been paid under this insurance if the same accident would have affected a completely valid and healthy person.

ARTICLE 8.
SPECIFIC OBLIGATIONS IN
CASE OF DEATH OR
INVALIDITY FOLLOWING
AN ACCIDENT

- 8.1. If an **insured** has died as a result of an accident, the claimant(s) must allow the **Company** to have the remains examined. The **Company** will appoint an expert.
- 8.2. If an **insured** has become invalid as a result of an accident, he/she must at request of the **Company** allow examination by an expert appointed by the **Company** or submit to observation in a hospital designated by the **Company**. The **Company** pays the costs of the examinations.
- 8.2.1 Within 12 months of having an accident, the **insured** must inform the **Company** in writing whether he/she is in danger of being permanently disabled by the accident. If the **insured** cannot state so with certainty, he/she must consult with the attending physician. If, within 12 months of the accident, this physician cannot state with certainty whether **insured** will be permanently disabled, this must also be reported to the **Company** within 12 months of the accident.
- If the above-mentioned obligations are not met by the **insured**, the **Company** is not obligated to pay benefits.



CATEGORY III | LUGGAGE

ARTICLE 1. NATURE AND SCOPE

"Luggage" is meant the baggage which the **insured** takes on the journey for personal use.

If the **insured** suffers damage due to theft, loss, disappearance or damage of luggage, the **Company** shall compensate for this damage to the maximum sum stated on the coverage statement. In case of damage to or loss of an **insured** item and/or its accessories, only one insured may claim compensation. As long as the insurance is in effect, the **insured** is also covered against damage to luggage received in advance or sent per signed receipt by boat, train, bus or airplane.

For the luggage referred to in articles 1.1 to 1.15, the maximum **insured** amounts stated on the coverage statement, with adherence to the franchises and conditions stated:

- 1.1. Photo, movie, video / DVD equipment including accompanying image-, audio- and information carriers;
- 1.2. Computer equipment: computers (including organizers) and peripherals, software and any accompanying image-, audio- and information carriers. Photo, film, video / DVD and computer equipment which together constitute one equipment are considered one insured object, such as cameras, lenses, filters, stands, lighting equipment, recorders, cases, etc;
- 1.3. Valuables: jewelry, watches, fur items, radio and television sets, items of gold, silver or platinum, precious stones, pearls, binoculars, sound & imaging equipment (excluding photo, film, video / dvd, computer telecommunication equipment) and accompanying image, audio and information carriers and other valuable items. Audio and video equipment also includes music players including iPods and MP3 players; not built-in navigation devices;
- 1.4. Telecommunication equipment including mobile phones and accessories.
- 1.5. Contact lenses and glasses;
- 1.6. Musical instruments: musical instruments and accessories (except drums, strings and mouthpieces);
- 1.7. Travel documents: including tickets purchased specifically for use during the trip, ID cards, tourist cards, passports, laissez-passers, ski passes and visas. The costs of re-purchase are reimbursed, with the exception of travel, accommodation and telecommunications costs;
- 1.8. (Dental) prostheses and hearing aids: (dental) prostheses, dental braces, pivot teeth, dental crowns and hearing aids;
- 1.9. Tools. All items mentioned in this article are only insured when they are physically outside of Curaçao;
- 1.10. Bicycles and accessories, inflatable and collapsible boats with accessories, surfboards with accessories, roof racks, ski bags, snow chains and jet bags;
- 1.11. Money and travel checks. If insured, the amount stated on the coverage statement applies in addition to the amount secured for Luggage;
- 1.12. Medical equipment is insured including repair costs;

**ARTICLE 1.****NATURE AND SCOPE**

Travel baggage also includes:

- 1.13. Goods purchased during the trip;
- 1.14. Third party gifts: Goods purchased by the insured before or during the trip, which are intended as a gift for third parties;
- 1.15. Own or hired sports equipment used in the practice of special (winter) sports;
- 1.16. Winter sports equipment: Own or rented skis including bindings, ski boots and poles. This cover is valid only if the practice of **Winter Sports** is insured and is included in the amount insured for Luggage;
- 1.17. Underwater sports equipment: Own or rented underwater sports equipment. This coverage is included in the amount insured for luggage, provided that for diving watches the maximum guaranteed amount for valuables and for submarine cameras and dive computers the maximum insured amount for photo, film, video / DVD and computer equipment are covered respectively.

ARTICLE 2.**LOSS/DELAYED ARRIVAL
OF LUGGAGE DURING
OUTBOUND TRAVEL**

The **Company** also compensates replacement of clothing and toiletries, insofar these must be purchased during the insurance coverage period because the luggage was missing or delayed during transit by public means of transport. This amount will never exceed the amount insured on the coverage statement, which comes in addition to the secured amount for Luggage.

ARTICLE 3.**DAMAGE CAUSED BY
INSURED TO
ACCOMMODATION,
INVENTORY OR
FACILITIES**

When the **insured** is liable for damage caused by him personally to (the inventory of) a hotel, bungalow, caravan or other accommodation where he or she officially stayed overnight, the **Company** shall compensate for this damage, with the exception of damage to the hull of a caravan, folding caravan, camper or boat occurring while driving or sailing. The prerequisite is that there was no intent or gross negligence. Compensation is also paid for damage to a safe hired during the trip due to the loss of the key to this safe. The **Company** only compensates for damages that exceed the franchise stated on the coverage statement. This fee will never exceed the amount stated on the coverage statement, which is in addition to the insured amount for Luggage.

ARTICLE 4.**DEDUCTIBLE**

For all damages mentioned in article 1, with exception of 1.6, 1.7 and 1.10, the deductible mentioned on the coverage overview is valid.

ARTICLE 5.**ADDITIONAL WINTER
SPORTS COVERAGE**

If the practice of **Winter Sports** is insured, the **Company** also compensates for:

- 5.1. Unused ski passes, rental equipment and lessons, paid in advance if insured during the cover period:
 - a. Cannot use them because of an accident (present a statement from the locally attending physician);
 - b. Is hospitalized by illness or accident;
 - c. Must return to his or her home or place of residence in Curaçao as a result of an insured incident. If the insured returns earlier than planned, the **Company** also pays compensation for the **Family Members** returning with him/her or for one returning **Travel Companion**, provided that this person/these persons is/are also insured with the **Company** for the practice **Winter Sports**.

**ARTICLE 5.**
ADDITIONAL WINTER
SPORTS COVERAGE

- 5.2. The cost of renting replacement skis and/or ski boots (only for the intended ski period, present ski pass), when own skis and/or ski boots are stolen or irreparably damaged. Prerequisite is that in case of theft a police report is submitted and in case of damage, both the damaged skis and/or ski boots will be presented to an expert to confirm they are beyond repair.

ARTICLE 6.
INSURED VALUE

In case of non-recoverable damage, loss, disappearance or theft, compensation is paid on the basis of the insured value. Insured value is defined as the replacement price, less the amount of devaluation due to aging or wear. This deduction will not be applied if the lost or damaged goods are a year old or newer. Replacement value is the amount needed to purchase an item of the same kind and quality anew. The amount paid will not exceed the original purchase price of the insured item. In case of reparable damage, compensation will be made based on repair costs. However, no more will be paid than the pay-out in case of non-reparable damage. The **Company** has the right to compensate the damage in kind.

ARTICLE 7.
TRANSFER OF INSURED
ITEMS

Damaged, insured items cannot be transferred to the **Company** unless the **Company** so wishes. If the **Company** has paid compensation to the insured for lost, damaged or missing goods, the insured must transfer ownership of these goods to the **Company**. When the **insured** learns that the lost or missing items have been recovered, he/she must notify the **Company**. If the goods are recovered within 3 months after the day of their disappearance, the **insured** must reclaim them and pay back the paid compensation to the **Company**.

ARTICLE 8.
SPECIAL OBLIGATIONS IN
CASE OF DAMAGES

- 8.1. In case of loss, theft or disappearance, the **insured** must immediately report this with the local police authorities. If filing a report with local police is not possible, the insured must report immediately on the next available opportunity. He/she must submit a statement/copy of the police report to the **Company**.
- 8.2. When luggage is lost due to theft or loss in a hotel, the **insured** must report this directly to hotel management and submit a statement/copy of this report to the **Company**. The conditions under article 8.1 remain in effect.
- 8.3. When luggage is carried by a public or other means of transport, the **insured** must check its condition and check if nothing is missing upon receiving the luggage. If he/she finds damage or loss, he/she must immediately report this to the transport company. From this report, he/she must submit a statement/copy to the **Company**.

**ARTICLE 8.**
SPECIAL OBLIGATIONS IN
CASE OF DAMAGES

- 8.4. The burden of proof of theft, loss, loss or damage to luggage as well as the extent of the damage, the fact that he/she actually owned the luggage and the fact that the insured event occurred during the insurance coverage period is at all times with the insured. The **insured** is furthermore obligated to support the claim with the original bills or duplicates thereof, warranty certificates, money orders, expert statements concerning the possibility of repairs and other evidence required by the **Company**. In addition, the insured must allow the **Company** to examine luggage before repairs or replacement takes place.

If the above mentioned obligations are not complied to by the insured, the **Company** will not pay compensation.

ARTICLE 9.
SPECIAL EXCLUSIONS

Not insured is/are:

- 9.1. Theft, loss, disappearance or damage to/of stamps, documents, photographs, securities, items such as public transport subscriptions, discount cards, season tickets, tickets, passports, etc., house moving items and objects with an art or collection value, with exception to provisions stated in articles 1.13 and 1.14;
- 9.2. Theft, loss, or damage to/of commercial goods (merchandise, sample collections and other commercial goods);
- 9.3. Theft, loss, disappearance or damage to/of vehicles and/or trailers, including caravans (including tent), aircraft, boats and any other means of transport or parts or accessories thereof. The items listed in articles 1.9 and 1.10 are insured. Paint damage to bicycles and damage to - or theft of - bicycles as well as inflatable/collapsible boats rented during the coverage period are not reimbursed;
- 9.4. Damage caused by long term effects of weather or other influences (excluding natural disasters, wear, the nature or a defect of the luggage, moths, rodents, insects, etc);
- 9.5. Damage other than the damage to the goods itself;
- 9.6. Theft, loss, disappearance or damage of/to money and travel checks, if a police report cannot be submitted and if the possession of money and travel checks cannot be demonstrated with giro or bank statements, bills or other evidence requested by the **Company**;
- 9.7. Damage such as defacement, scratches, dents, spots, etc. unless the goods are no longer usable as a consequence;
- 9.8. Theft, loss, disappearance or damage of/to luggage that is left in or on a motor vehicle or in a trailer that does not reach the travel destination;
- 9.9. Breakage of fragile objects and/or the consequences thereof, with the exception of damage caused by an accident affecting the transportation vehicle, burglary, theft, robbery or fire;
- 9.10. Theft, loss, disappearance or damage of/to goods on loan during the coverage period of the insurance, unless the person from whom the goods have been loaned or to whom the goods have been handed over was the time of the event insured for the same risk and on the same policy as the insured at the time of the event.

**ARTICLE 10.**
PRECAUTION CLAUSE

There is no entitlement to compensation in the following cases:

- 10.1. Normal caution: If the **insured** (or the person whose assistance is insured) has not taken the normal precautionary measures to prevent theft, loss, disappearance or damage to/of the insured luggage. Normal precaution can never be claimed if the insured luggage is left unattended anywhere else than in a properly locked area.
- 10.2. Better measures:
When the **insured** could reasonably have been expected to take better measures under the circumstances to prevent theft, loss, disappearance or damage to/of the insured luggage.
- 10.3. Transportation by public transport:
Theft, loss, disappearance or damage to/of travel documents, valuables and photo, film, video / DVD, computer and telecommunications equipment that have not been taken as carry-on luggage during transport by boat, train, bus or airplane.
- 10.4. Theft from motor vehicles:
 - a. Theft of money and travel checks from motor vehicles;
 - b. Theft of other insured luggage from motor vehicles unless the insured can demonstrate that:
 - The luggage was visible from outside and in a properly locked luggage compartment*, the theft occurred between 07:00 and 22:00 local time and there are traces of forced entry. Luggage left unattended for more than 24 hours is never covered;
 - The luggage is left unattended during a short interruption of the trip to pause or due to an emergency and there are traces of forced entry. In this case, valuables, travel documents, photo, film, video / DVD, computer and telecommunications equipment are covered, only if they are not left visible from outside and were stored in a properly locked compartment*;
 - In the case of vehicles with a third or fifth door or at a station car, the trunk must also be covered with a shelving board or similar fixed-mounted device.
- 10.5. Theft from caravans and campers:
 - a. Theft of valuables, travel documents and money and travel checks from a caravan or camper unless these items are stored in a locked caravan or camper, in a locked safe and there are traces of forced entry;
 - b. Theft of photo, movie, video / DVD, computer and telecommunications equipment from a caravan or camper, unless these items were stored in a locked caravan or camper, in a locked compartment and there are traces of forced entry.
- 10.6. Theft from tents:
Theft of valuables, travel documents, money and travel checks, photo, film, video / DVD, computer and telecommunications equipment, if left unattended in a (front) tent.



SECTION IV | MEDICAL COSTS

ARTICLE 1. NATURE AND SCOPE

In case of emergency assistance, the **Company** will reimburse the necessary medical expenses which must be incurred as a consequence of an illness or accident that occurs during the insurance coverage period, up to the insured amount stated on the coverage statement. Medical expenses include:

- The fees of doctors and specialists;
- The cost of hospitalization;
- The cost of surgery and use of the operating room;
- The cost of the treatment, medicine and aids prescribed by the doctor;
- The costs of medical necessary transportation (including transport from a ski slope) of the **insured** to and from doctors and/or the nearest hospital. The above costs are only reimbursed if the physician, the medical specialist or the hospital have been approved by the competent authorities.

ARTICLE 2. COMPENSATION OF MEDICAL COSTS ABROAD

The **Company** reimburses:

- 2.1. The costs mentioned in article 1 for necessary medical assistance abroad. This fee will commence on the day that the necessary medical assistance begins until the first possible return of the **insured** to Curaçao. **Insured** is never entitled to compensation for longer than 365 days.
- 2.2. The mentioned costs for necessary medical assistance abroad, the maximum reimbursement is stated on the policy.
- 2.3. The elbow or armpit crutches or wheelchairs purchased or hired on medical prescription, provided these costs are incurred within 90 days after the inception of the disease or the occurrence of the accident.
- 2.4. The costs of prostheses (except dentures), if the **insured** must purchase these as a result of an accident and at the prescription of a specialist abroad.

ARTICLE 3. COMPENSATION OF MEDICAL COSTS IN CURAÇAO

The **Company** reimburses:

- 3.1. The costs of necessary medical assistance referred to in article 1 if the **insured** is involved in an accident in Curaçao during the trip from Curaçao to the foreign travel destination or during the return to Curaçao;
- 3.2. The elbow or axle crutches or wheelchair purchased or rented on medical prescription, provided that these costs are incurred within 90 days of the occurrence of the accident.
- 3.3. Costs of aftercare in Curaçao: The cost of necessary medical care in Curaçao with exception of transportation costs, as part of follow-up treatment, will only be reimbursed if these result from an accident. Condition is that the **insured** has undergone at least one treatment abroad during the insurance coverage period and that the medical expenses have been incurred within 7 days after returning to Curaçao.

**ARTICLE 4.****COMPENSATION OF
DENTAL COSTS**

The **Company** reimburses:

- 4.1. Dental costs following an accident during the coverage period, if the natural teeth/molars of the insured are damaged. Condition is that these costs are incurred within 365 days of the accident.
- 4.2. Dental costs incurred during the coverage period for other emergency assistance.

ARTICLE 5.**DEDUCTIBLE**

For all medical expenses covered by article 1, the deductible stated on the coverage statement applies.

ARTICLE 6.**SPECIAL PROVISIONS**

- 6.1. The **insured** must be treated or cared for in a manner that is not unnecessarily expensive and that corresponds to his existing insurance/treatment in Curaçao.
- 6.2. If the treatment takes place in the country of which the **insured** has citizenship, the **Company** will only reimburse the costs of treatment of diseases, conditions and disorders that the **insured** did not yet have when he began his/her trip abroad and for which he/she was never previously treated.
- 6.3. If the **insured** is admitted to a hospital abroad for more than 24 hours, the **Company** will only reimburse if the treatment could not be postponed until after returning to Curaçao.
- 6.4. The **insured** has the obligation to allow treatment that ensures he/she is able to return to Curaçao as soon as possible and, if necessary, undergo follow-up treatment there.

ARTICLE 7.**SPECIAL EXCLUSIONS**

The **insured** is not insured for medical expenses in the following cases:

- 7.1. If he/she does not have a medical insurance/provision in Curaçao;
- 7.2. When the affliction in question is associated with the use of medicine/preparations in order to reduce or increase body weight;
- 7.3. If the insurance's coverage period commences while the **insured** is already under medical treatment, the costs of this continued or prescribed treatment will not be reimbursed;
- 7.4. The cost of treatment will not be reimbursed if the treatment could have been postponed until the first possible return to Curaçao;
- 7.5. The cost of treatment will only be reimbursed if the **insured** has made his/her entire medical record available to the **Company**.

**ADDITIONAL PROVISION**

The insurance is subject to Curaçao law.
Clauses where applicable see section "Clauses".
The insurance is never valid on Curaçao.

CLAUSES**ELO40 - Pregnancy**

Medical expenses due to a pregnancy of which 32 weeks have elapsed are no longer covered.

CHILDREN UP TO FIVE YEARS

Children up to five years are insured free of charge (their name and birthdate must be filled in) for the same risks as co-insured parents / supervisors, however, to maximum combination B.

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.