

Special Conditions Accident Insurance

WHO ARE COVERED? You, your insured family members, or passengers in your motor vehicles between 5 and 70 years of age.

WHERE ARE YOU COVERED? The insurance is valid in Sint Maarten, Sint Eustatius and Saba.

WHAT IS COVERED? We pay out a compensation or cover expenses (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, which is the direct cause of bodily harm that can be medically ascertained.

Also we consider as an accident:

1. Acute poisoning, except when this is caused by the use of medicine, stimulants, intoxication, anesthetics, arousing drugs or the ingestion of allergens.
2. Contamination by germs, or an allergic reaction as a direct consequence of an involuntary fall in the water or another kind of matter. 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.
3. The unwanted and sudden intake of matter or objects in the ingestion tract, respiratory tract, ears or eyes, which causes bodily harm, except the intake of pathogens.
4. Spraining, dislocation and rupture of muscle tissue and ligaments. These injuries must have originated suddenly and must have been medically ascertained.
5. Suffocation, drowning, freezing, sun stroke and heat stroke
6. Exhaustion, starvation, thirstiness, as a consequence of unforeseen circumstances.
7. Wound infections and blood poisoning as consequence of an accident.
8. Complications or worsening of the injuries of the accident, as a direct consequence of medical treatment.

DEDUCTIBLE There is no deductible.

MAXIMUM AMOUNTS PER INSURED PERSON The amount of \$ 40.000 per car in case of permanent total disability caused by an accident. In case of partial permanent disability, the grade of permanent disability will be determined in accordance with the table “accident and compensation”. The compensation will be remitted to the insured person who has suffered permanent disability.

**MAXIMUM AMOUNTS
PER INSURED PERSON**

In case of medical and dental treatment, for any insured person under 70 years an amount not exceeding \$ 300,- 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.

ACCIDENTS & DEATH

WHO ARE COVERED?

You, your insured family members, or passengers in your motor vehicles between 5 and 70 years of age.

WHERE ARE YOU COVERED?

The insurance is valid in Sint Maarten, Sint Eustatius and Saba.

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..

ACCIDENT

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

Also we consider as an accident:

1. Acute poisoning, except when this is caused by the use of medicine, stimulants, intoxication, anesthetics, arousing drugs or the ingestion of allergens.
2. Contamination by germs, or an allergic reaction as a direct consequence of an involuntary fall in the water or another kind of matter. 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.
3. The unwanted and sudden intake of matter or objects in the ingestion tract, respiratory tract, ears or eyes, which causes bodily harm, excepting the intake of pathogens.
4. Spraining, dislocation and rupture of muscle tissue and ligaments. These injuries must have originated suddenly and must have been medically ascertained.
5. Suffocation, drowning, freezing, sun stroke and heat stroke
6. Exhaustion, starvation, thirstiness, as a consequence of unforeseen circumstances.
7. Wound infections and blood poisoning as consequence of an accident.
8. Complications or worsening of the injuries of the accident, as a direct consequence of medical treatment.

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 \$ 13.966. 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.

ACCIDENT & COMPENSATION

HOW IS DECEASE DETERMINED AND COMPENSATED?

When an insured person has passed away as consequence of an accident, a medical advisor will ascertain this, based on a recognized permanent state of the insured person recognized as permanent, whenever possible within 2 years after the accident.

We determine the right to compensation and remit this directly to the entitled person.

HOW IS PERMANENT DISABILITY 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.
- Determination of the percentage is done according to the following table.
- We determine the damage and remit the corresponding compensation directly to the entitled person.

HOW IS PERMANENT DISABILITY DETERMINED AND COMPENSATED?

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 pink	5%
A leg	60%
A lower leg	55%
A foot	40%
A big toe	5%
Another toe	3%
The milt	5%
The ability to taste and/or smell	6%

- 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 not has 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
 - 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:
 - Velocity competitions or drives.
 - Regularity or ability competitions
 - Skid courses
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 happened while practicing martial arts, white-water rafting, rugby, parachute jumping, hang-gliding, bungee jumping, competitive horse-riding, ice hockey, bobsleighting, tobogganing, ski-alpinism, ski jumping, ski flying, ski-jogging, paraskiing, heli-skiing, speed skiing, figure jumping while freestyle skiing. This exclusion also applies to other sports with a comparable possibility of accidents.
 - 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.

**WAT WORDT NIET
VERZEKERD?**

4. There will be no payment of compensation if the permanent disability of the insured person is caused directly by fighting incidents during an exterior mission as a military or a public employee of the ministry of defense.
5. You are not entitled to compensation when the provisions concerning malversation, 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.