

# Policy Conditions of Membercare Insurance

## IMPORTANT

The Policy Certificate and the Coverage Overview are an important and integral part of the insurance policy and should be kept with it at all times.

The policy number must be quoted in all correspondence as failure to do so may result in delays or difficulties in dealing with your enquiries. Please make a separate record of the policy number in case you lose the policy itself.

In addition, it is strongly recommended that You leave Your policy number together with Our address and telephone number with a close friend or relative before leaving Home. This would assist considerably in an emergency situation.

Please read the policy conditions carefully as Cover only operates if they are fulfilled.

## ARTICLE 1. DEFINITIONS POLICY

For simplicity We use keywords such as You and Home to explain the Cover.

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

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

**We/Us/Our** – means Goudse Schadeverzekeringen N.V.  
 P.O. Box 9  
 2800 MA Gouda, The Netherlands  
 Tel.+31 (0)182 544 916  
 Fax+31 (0)182 544 337

**You/Your/the Insured** – means each person named on the Policy Certificate.

**Gouda Assistance** – means Gouda Assistance, Our appointed emergency medical assistance companies.

**Period of Insurance** – means the period which commences and ends on the dates stated on the Policy Certificate.

**Home/Home Country/Country of Permanent Residence** – means the country of origin.

**Sum Insured** - amounts insured are in euro's and for Section 1 will be paid for each kind of accident, disease or illness. Amounts insured in euro for other benefits are the maximum amounts to be paid during the validity of the insurance.

**Worldwide** - means all countries of the world, excluding the USA, Canada, Hong Kong, Singapore and Japan.

**Worldwide including the USA, Canada, Hong Kong, Singapore and Japan** - means all countries of the world

**Cover** - means the entitlement to indemnity under a policy section in accordance with the Coverage Overview, Period of Insurance and any special requirements detailed on the Policy Certificate, and for which the applicable premium has been paid.

**Coverage Overview** –means the maximum payable amounts insured

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

**Close Relative** - means a family member in the first and second degree not older than 75 years of age.

## Section 1 Medical and Related expenses

Medical and related expenses including air ambulance and Assistance Services up to the amount insured as stated in the Coverage Overview. Under medical expenses coverage will be understood:

In- and outpatient treatment, general specialist, anaesthetist, MRI and CT scans, drugs prescribed by the general specialist and dressings.

## Section 2 Under Extra expenses will be understood

- Search and rescue expenses
- Repatriation of the mortal remains or local burial
- Additional costs in returning You Home due to Your sickness or accident.
- Return to Your Home Country to attend the funeral of a Close Relative .
- Compassionate visit of a Close Relative or friend when Your state of health is life-threatening .
- Communication expenses

## Section 3 Accidents

Accidental death is payable in the event of Your death where it is caused solely and directly by injuries suffered in an accident and results directly and independently of any cause in death within 12 calendar months of the date of the accident.

## ARTICLE 2. EFFECTIVENESS OF INSURANCE

The insurance shall only become effective if attached to a Policy Certificate issued and validated by Membercare Insurance. Only if the applicable premium has been paid, we will pay or indemnify You in accordance with the terms and limitations of each benefit and subject to the policy conditions and exclusions of this insurance.

Insuring benefits retrospectively is not possible. Also, in case the insurance is extended it is not possible to insure extra benefits. If an insurance has been extended then the Sums Insured as mentioned on the original (first) insurance policy are applicable in case of a claim.

With exception of medical expenses, which will be paid for each kind of accident, disease or illness, the Sums Insured will only be compensated once during the Period of Insurance, including extensions, unless otherwise stated in the policy conditions.

## ARTICLE 3. VALIDITY OF INSURANCE

This insurance is valid for travelling and stay abroad provided that the applicable premium has been paid.

## ARTICLE 4. PERIOD OF INSURANCE

The period stated as such on the Policy Certificate. The period and Cover commences when You leave the Home Country to travel and stay abroad and ends when You have returned Home. We will extend the Period of Insurance free of charge for up to a maximum of 30 days when Your return home is delayed for reasons beyond Your control and You have bought a return ticket in advance. If You wish to extend the insurance, the issuing of a new policy will only be accepted if the original insurance has not expired yet.

## ARTICLE 5. INSURED

You are insured if Your name is mentioned on the Policy Certificate and You have paid the premiums due for the insurance, on condition that You have a place of residence in the Home Country unless otherwise agreed before taking out insurance with Us. The insurance cannot be transferred. The insurance has no force if You have been notified by Us of the fact that we shall no longer accept insurances for You. In this event You are entitled to reimbursement of premiums paid.

#### ARTICLE 6. FLYING, MOTOR, SCOOTER, MOPED RISK AND (DANGEROUS) SPORTS

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

Damage to, caused with or by a private or rented motor, scooter or moped is excluded from insurance. Except dangerous sports all regular sporting activity and winter sports (e.g. skiing) are included in the Cover.

#### ARTICLE 7. APPLICABLE LAW

This insurance policy is governed by Dutch Law and is a legal contract between You and Us.

The particulars given and yet to be given by You may be included in the client registration kept by Goudse Schadeverzekeringen N.V., to which a privacy code applies.

#### ARTICLE 8. ARBITRATION

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

#### ARTICLE 9. HOW TO COMPLAIN

We always try to provide a high standard of service. However, if You do have a complaint or an enquiry relating to Your insurance, please address to:

Compliant commission (Klachtencommissie)

Goudse Schadeverzekering N.V.

P.O.Box 9

2800 MA Gouda, the Netherlands

and/or Stichting Klachteninstituut Financiële Dienstverlening,

P.O. Box 93257, 2509 AG The Hague, the Netherlands

telephone 0900 355 22 48, [www.kifid.nl](http://www.kifid.nl).

#### ARTICLE 10. OBLIGATIONS OF THE INSURED

##### Article 10.1

The Insured is obliged to:

- a. take all reasonable steps to prevent accidents or loss.
- b. on the discovery of any event which may give rise to a claim under this insurance, Insured shall as soon as possible, but in any event within 28 days from the date of the incident:
  - Notify Us in writing of this fact;
  - Supply information as may be required in connection with any type of claim.
- c. send original documents such as Doctor's certificate with the claim form, within 28 days after the date of the incident to us.
- d. give all assistance to settle the claim properly and according to the conditions of this policy and to follow all instructions given by Us or Gouda Assistance. If the Insured fails to provide such an assistance or follow up all the instructions, we are not obliged to pay the claim. If the Insured is entitled to a benefit under another insurance or fund, the claim must first be submitted to the fund or the insurer of the benefit.
- e. co-operate with insurer's instructions to return to the home-country for further recovery.
- f. contact Gouda Assistance prior to your hospitalization.
- g. You shall submit to medical examination as often as may be required in connection with any claim.

All rights to benefits will lapse where You have failed to fulfil one or more of the aforementioned obligations with the intent of misleading Us.

#### ARTICLE 11. FRAUD

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

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

In addition, committing fraud may lead to:

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

#### ARTICLE 12. SUBROGATION

In the event of any payment under this policy, We will be subrogated to all Your rights of recovery therefore against any person or organisation and You will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You will do nothing after loss to prejudice such rights.

We will be entitled to the payment, reimbursement, and subrogation as provided in this section regardless of whether the total amount of Your recovery (or Your estate, parent or legal guardian) on account of the injury or illness is less than the actual loss suffered by You (or Your estate, parent or legal guardian). The proceeds of any judgement or settlement obtained by Us or by You (or Your estate, parent or legal guardian) on account of the injury or illness shall first be applied to satisfy Our claims, liens and other rights under this section.

#### ARTICLE 13. ACCEPTANCE PERIOD

If the Cover does not meet Your requirements You have 7 days from the issue of Your policy to cancel Your insurance without charge, provided no claim has been made in this time and Cover has not commenced. If payment has been done by credit card, the cardholder also waives his right for chargebacks after these 7 days.

#### ARTICLE 14. REFUND OF PREMIUM

No refund of premium shall be allowed once Cover has commenced under this insurance, unless the following conditions have been fulfilled:

- You are insured with Us; and
- You have returned Home more than three months earlier than anticipated when cover was arranged; and
- You have not and will not claim under any benefit of this insurance policy.

In this case You shall be entitled to a pro rata refund of premium for each following full month of unexpired Cover. However, administration costs (e.g. bankcharges) will be subtracted from the refund.

#### ARTICLE 15. SECONDARY COVER

The cover of this insurance is secondary which means that we will not pay any cost which is recoverable from any other insurance, fund or institution or any cost which would have been recoverable from any other insurance, fund or institution if You would not have taken out this insurance. This article does not apply to Section 3 (Accidents).

#### ARTICLE 16. SECTION 1 MEDICAL AND RELATED EXPENSES

##### Article 16.1 Medical Expenses

This benefit provides indemnity for medical expenses which are strictly necessary, and which are incurred during the Period of Insurance, as a result of the Insured sustaining a bodily injury or becoming ill during the Period of Insurance and which cannot be postponed until the return to Your Home Country, and which are not recoverable from any other source, including any hospital or medical benefit fund.

Under Medical Expenses is to be understood:

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

### Article 16.2 Air Ambulance

When You are hospitalised during the Period of Insurance We will pay, in connection with further treatment in a hospital in the Home Country, the costs of the necessary provision of an air ambulance or similar service including the fees of a nurse and/or physician to accompany You on Your flight, provided that:

- the repatriation cannot take place by other means of transport due to Your state of health, and
- the repatriation takes place in order to save Your life or to prevent and/or diminish the expected permanent disablement, and
- the prior approval of Gouda Assistance is obtained by contacting them as shown in the policy documents.

When You refuse such a repatriation this could result in an immediate cancellation of Cover. When the service of an air ambulance is rendered and the costs have been compensated, You are no longer entitled to any benefit under Section 2.

An air ambulance is a special chartered plane (private), fully equipped with medical instruments and with professional medical assistance. When You will be transported by a scheduled or chartered flight (normal plane), such as a stretcher-case, then the Extra expenses cover of article 17.3 will apply.

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

### Article 16.3 Special Exclusions for Medical Expenses Section 1:

Excluded are:

1. General practitioner consultation and prescriptions;
2. any pre-existing illness or disease;
3. mental or nervous disorders;
4. pregnancy (including vital complications) in the first twelve months after the commencing-date;
5. optical treatment and prescriptions;
6. dental treatment;
7. prophylaxis, vaccinations or related treatment;
8. routine medical treatment and any routine check-ups, tests, scans unless related to an emergency medical attendance;
9. physiotherapy treatment, unless strictly necessary and prescribed by a Doctor;
10. chiropractic, osteopathic or acupuncture treatment;
11. treatment in a private hospital if it is practical and medically possible that the treatment can be provided in a public hospital.

Please also read the provisions contained under the special exclusions (article 23).

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### ARTICLE 17. SECTION 2 EXTRA EXPENSES

#### Article 17.1 transportation of mortal remains

We will pay the costs of taking Your mortal remains to Your Home Country in case of death during the Period of Insurance or We will pay reasonable charges in the event of Your death during the Period of Insurance for burial in the locality where death occurs, limited to the amount the repatriation of your mortal remains to your Home Country could have effectively cost. Indemnification under this benefit is to be paid to Your legal representative(s).

#### Article 17.2 Extra Expenses

Under Extra expenses will be understood:

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

#### Article 17.3 Indemnification under this benefit is to be paid in case of:

a. Your return to the Home Country, if medical opinion holds it necessary for You to return at an earlier or later date than intended as a consequence of Your illness or accident, and including the travelling expenses and fees for an accompanying Doctor/nurse, if it is necessary and authorised by a qualified medical Doctor, for You to be accompanied on the trip. The necessity of returning must be evidenced in writing by obtaining, prior to Your return, written confirmation from a medical Doctor.

b. The reasonable additional extra expenses up to the maximum Sum Insured for a Close Relative or friend necessarily required to travel to, with and/or remain with You. The indemnification under this section in respect of hotel expenses up to € 50,00 per day is limited to a maximum of 15 days, and only if the visit is necessitated by a serious illness or accident combined with danger to life.

c. Your return to your Home Country in case of a serious illness or accident combined with danger to life or to attend the funeral of a Close Relative.

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### ARTICLE 18. SEARCH AND RESCUE EXPENSES

We will pay up to the Sum Insured for the necessary expenses for search or rescue operations. However, a statement from official authorities on the spot, proving the necessity of this search and/or rescue operation must be produced for us whilst the absence of such a statement will forfeit all rights of this benefit.

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### ARTICLE 19. COMMUNICATION EXPENSES

If You have a right to a benefit under this insurance, the necessary telegram, telephone, fax, e-mail expenses following an insured event are compensated up to the maximum amount as mentioned in the Coverage Overview. If these expenses are made to contact Gouda Assistance, then they shall also be paid in excess of the maximum.

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### ARTICLE 20. SECTION 3 ACCIDENTS

#### Article 20.1 Definition

An accident is any sudden, unexpected event with violence from outside affecting the body of the Insured, directly causing a medically diagnosable physical injury.

An accident is also:

- a. acute poisoning as a result of the sudden and involuntary exposure to gasses, liquids or solid substances other than poisoning by medicines or exposure to allergens;
- b. infection by disease germs or an allergic reaction, if the infection or reaction is a direct result of inadvertently falling into water or into any other substance, or a result of attempting to save a person, animal or goods;
- c. unintentionally and suddenly absorbing substances or objects into the digestive tube, the bronchia, the eyes or auditory canals, causing internal damage, with the exception of disease germs or allergens;
- d. spraining, dislocation and tearing of muscular and ligament tissue, provided that these injuries occurred suddenly and their nature and location are medically determinable;
- e. suffocation, drowning, freezing, sunstroke, heat-seizure;
- f. exhaustion, starvation, dehydration and sunburn as a result of unforeseen circumstances;
- g. wound infection or blood-poisoning as a result of exposure to disease germs as a result of a bodily injury caused by a covered accident;
- h. complications or worsening of an accidental bodily injury as a direct result of first aid or necessary medical treatment as a result of an accident.

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### ARTICLE 21. ACCIDENTAL DEATH

Indemnification will be granted in the event of Your death where it is caused solely by injuries suffered in an accident and results independently of any other cause in death within 12 calendar months of the date of the accident. Indemnification of the benefit will be paid to Your beneficiary as soon as the claim is found to be correct. Death will not be presumed solely because of Your disappearance.

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### ARTICLE 22. GENERAL EXCLUSIONS

#### Article 22.1 This policy does not cover:

1. any expenses related to general practitioner and prescriptions;
2. any claim resulting from circumstances which could reasonably have been anticipated by You at the date of issue of this policy;
3. any loss or expense whatsoever resulting or arising from:
  - a. ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c. any consequence of war and related stay outside your Home Country when official authorities advise against travel to that particular area or when You ignore advise of your embassy/consulate and decide to stay in an area in which You are already resident and You decide to remain in such area whilst You had reasonable opportunity to leave;
- d. related warlike situations, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist act, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or local authority or riot or civil commotion. Terrorist act shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism;
- 4. any loss or damage or expense more specifically insured or recoverable from elsewhere;
- 5. Human Immunodeficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivative or variations there of however caused;
- 6. dangerous Sports;
- 7. mental or nervous illness or anxiety;
- 8. occurrences attributable to the effects of alcohol or drugs;
- 9. suicide or attempted suicide and self-inflicted injuries;
- 10. involvement in wilful exposure to needless peril;
- 11. work of a hazardous nature;
- 12. sexually transmissible diseases or conditions;
- 13. anyone age 66 and over at the start date of the policy;

- 14. pregnancy (including vital complications) in the first twelve months after the commencing-date;
- 15. any expenses relating to a medical condition for which the insured has received on-going treatment in excess of 12 months.
- 16. the policyholder and/or the interested party as to compensation, will lose the right to compensation if with regard to any part of the claim and/or the circumstances under which the event has taken place:
  - a. You have intentionally provided incorrect information;
  - b. You have concealed information of which You knew or could know this could be of interest to Us for Our assessment of the claim.

**ARTICLE 23. SPECIAL EXCLUSIONS APPLYING TO THE MEDICAL AND RELATED EXPENSES AND EXTRA EXPENSES SECTIONS:**

**Article 23.1**

Cover does not apply to occurrences arising from or connected with expenses, which are a result of any pre-existing physical defect, infirmity, sickness, disease or affliction if:

- a. the existence of the condition was known or could have been known at the time of effecting the insurance;
- b. it was to be expected at the time of effecting the insurance that the medical expenses must be incurred during the period of insurance;
- c. You were already under medical treatment at the time of effecting the insurance and that it is necessary to continue with the treatment during the period of insurance;
- d. Your travel against the advice of a Doctor;
- e. Your travel to obtain medical treatment;
- f. You are undergoing or on a waiting list for a course of medical treatment;
- g. You have received a terminal prognosis;
- h. a claim relates to a medical condition for which You have received treatment in/during the 12 months prior to effecting the Policy.

**ARTICLE 24 COVERAGE OVERVIEW MEMBERCARE INSURANCE**

**Article 24.1. Membercare insurance**

The Coverage Overview contains the maximum amounts in euro that will be paid by Us for each section.

COVERAGE OVERVIEW (IN EURO'S)	Basic	Standard	Select
<b>SECTION 1 MEDICAL AND RELATED EXPENSES PER EVENT</b>	500.000,-	625.000,-	750.000,-
in- and outpatient treatment	Up to the amount insured		
general specialist, anaesthetist, MRI and CT scans, X-rays, drugs prescribed by the general specialist and dressings.	Up to the amount insured		
medical Evacuation and Assistance services	Up to the amount insured		
pregnancy with vital complications and childbirth with a twelve months waiting period.	not covered	5.000,-	7.500,-
subscription new born child	not covered	covered	covered
<b>SECTION 2 EXTRA EXPENSES</b>			
repatriation of mortal remains or local burial	5.000,-	7.500,-	10.000,-
search and rescue expenses	5.000,-	7.500,-	10.000,-
additional costs in returning You home due to Your sickness or accident	2.500,-	5.000,-	7.500,-
return to country of origin to attend the funeral of first and second degree family members	not covered	1.000,-	2.000,-
compassionate visit of Close Relative or friend when hospitalised	not covered	1.000,-	1.500,-
<b>SECTION 3 ACCIDENTS</b>			
accidental death	not covered	5.000,-	10.000,-
communication expenses	not covered	100,-	250,-

#### INSTRUCTIONS IN THE EVENT OF CLAIMS

##### EMERGENCY MEDICAL CARE WORLDWIDE

1. Call Gouda Assistance prior to seeking hospital care: telephone +44 1243 621 177
2. Supply Gouda Assistance with Your full name and Your Membercare Insurance policynumber.
3. Inform Gouda Assistance of type of medical care that You need.
4. The claim will be verified and, after approval, Gouda Assistance will provide You with a referral if needed. Gouda Assistance will also issue a guarantee of payment to the hospital.
5. Present Your Policy Certificate and Your claimform and the billing address of Gouda Assistance to the medical provider. The hospital will invoice Gouda Assistance instead of You.
6. Occasionally the hospital will, in error, send the bill(s) to You instead of Gouda Assistance. If You do receive any bills for treatment where You have followed the above procedure, immediately contact Gouda Assistance for help.

##### OTHER MEDICAL EXPENSES

For medical expenses the claims for reimbursement must be sent directly to:

Goudse Schadeverzekeringen N.V.  
Expatriate Department/claims  
P.O. Box 9  
2800 MA Gouda  
The Netherlands  
Tel : +31 (0)182 544 768  
Fax: +31 (0)182 544 337  
claims@goudse.com

Please complete and sign claimform. In most cases the claim will be dealt with within 5 working days.

#### EXTRA EXPENSES

1. In the case that an evacuation or repatriation is needed, call Gouda Assistance prior to arranging the travels.
2. Supply Gouda Assistance with Your full name and Your policy number(s).
3. Inform Gouda Assistance about the travels that You need to make. Describe the incident in detail and obtain a doctor's certificate, supporting the reason(s) of Your anticipated travels.
4. The claim will be verified and upon approval Gouda Assistance will arrange Your transport.
5. Supply Gouda Assistance with the non used original ticket(s).

#### IN CASE OF DEATH

1. Your family must always contact us immediately:

Goudse Schadeverzekeringen N.V.  
Expatriate Department / claims  
P.O. Box 9  
2800 MA Gouda  
The Netherlands  
Tel : +31 (0)182 544 768  
Fax: +31 (0)182 544 337  
claims@goudse.com

2. Submit as soon as possible:
  - a. Police report;
  - b. Coroner's report;
  - c. Death certificate;
  - d. Legal statement, regarding Your legal heirs.

Goudse Schadeverzekeringen N.V. has been registered as a non-life Insurer with the Autoriteit Financiële Markten (Authority Financial Markets; AFM). Goudse Schadeverzekeringen N.V. provides insurances and other financial products. Goudse Schadeverzekeringen N.V. is situated at: Bouwmeesterplein 1, 2801 BX Gouda, The Netherlands (Postal address: PO Box 9, 2800 MA Gouda, The Netherlands).

