



General terms and conditions for OOM Schengen Visitor Insurance

These general terms and conditions apply to the OOM Schengen Visitor Insurance and the Third Party Insurance for Private Individuals Schengen Visitor / Voorlopig Verblijf Nederland, if you have taken this out. The special terms and conditions state what is applicable for the specific insurance. The general terms and conditions and the special terms and conditions form a single entity and must be read in conjunction with each other.

In the event of any discrepancy between the special terms and conditions and the general terms and conditions, the provisions of the special terms and conditions shall prevail. In the event of any discrepancy between the policy sheet and the general terms and conditions or special terms and conditions, the terms of the policy sheet shall prevail.

In this document you will find the general terms and conditions in Part 1. In Part 2 you will find everything about the compensation payments under the OOM Schengen Visitor Health Insurance.

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Parties to the agreement

What do we mean by? – Explanation of the terminology used in these policy terms and conditions



Part 1 – General terms and conditions

Commencement, Term And Expiry Of The Insurance

1. How is your insurance agreement created?
2. What is meant by the duty to disclose and what will happen if you do not comply?
3. How do we use your personal information?
4. What is the term of your insurance?
5. Can you terminate your insurance early?
6. Can we terminate your insurance early?

Premium

7. When are you required to pay the premium?

Basic Principles Of Insurance Cover

8. In which circumstances will we make a payment?
9. What are your obligations if you have a claim?

Notification Of Changes

10. What should you do if your situation changes?

Fraud And Complaints

11. What action do we take if we discover fraud?
12. What can you do if you have a complaint?

Part 2 – Special terms and conditions for OOM Schengen Visitor Health Insurance

Claims And Reimbursement

13. Where is your OOM Schengen Visitor Insurance valid?
14. What should you do if you have a claim under the health insurance?
15. How do we process claims?
16. Which medical treatments are covered by your OOM Schengen Visitor Insurance?
17. Which medical treatments and other costs are not covered by your OOM Schengen Visitor Insurance?

Parties to the agreement

Policyholder The natural person who entered into the insurance agreement with OOM. This person is named on the policy sheet as the policyholder.

Insured person(s) The natural persons for whom this insurance has been taken out. These persons are named on the policy sheet as the insured persons.

Where we refer in these terms and conditions to “you” we mean the policyholder. In certain cases, we mean the insured person but this is always apparent from the text.

Intermediary The financial services provider having the profession or business of an insurance agent who acts as an intermediary between the policyholder and the insurer, OOM.

OOM By OOM we mean OOM Verzekeringen. OOM Verzekeringen includes several companies:

- **OOM Global Care N.V.** – in respect of the health insurance OOM Global Care N.V. is registered with the Netherlands Authority for the Financial Markets (AFM) under registration number 12.000.623.
- **OOM Schadeverzekering N.V.** – in respect of the Third Party Insurance for Private Individuals Schengen Visitor / Voorlopig Verblijf Nederland OOM Schadeverzekering N.V is registered with the Netherlands Authority for the Financial Markets (AFM) under registration number 12.000.624.

Where we refer in these terms and conditions to “we” we mean OOM.

What do we mean by?

Country of origin and domicile

- **Country of origin:** The country where you lived before moving to the Netherlands or the country of which you are a national.
- **Domicile:** The place where you live. Generally, this place will be the centre of your daily life. We determine where you live on the basis of your legal, economic and social connection with a country and your connections with the country of origin.

Accident Sudden and direct external assault causing you physical injury capable of being identified by medical means.

Hospital An institution authorised by the competent authorities where, in the event of illness, you can be nursed, treated and examined. This description also includes any institution specifically intended for rehabilitation and a sanatorium. Rest homes, convalescent homes and nursing homes are not included.

Part 1 – General terms and conditions

1. How is your insurance agreement created?

When you take out insurance with us, you enter into an insurance agreement. The insurance agreement is made up of the application, the policy sheet and the policy terms and conditions. The application consists of all the information you fill in on the application form. Any extra disclosures and any photographs you provide also form part of the application. If you completed an application on the OOM Verzekeringen website, this is your application form. All our insurance agreements are subject to Dutch law.

2. What is meant by the duty to disclose and what will happen if you do not comply?

You have an obligation to disclose all information relevant for us in assessing your application or change. This legal obligation is set out in article 7:928 of the Dutch Civil Code (BW).

If we discover that you have not complied with your duty to disclose, we will inform you of the possible consequences within 2 months of making this discovery. If you do not comply fully with your duty to disclose, this can have a number of consequences:

- Your right to payment (reimbursement of claims) may be restricted or may even cease to apply (article 7:930 BW).
- We can make a proposal for continuation of the insurance on revised terms (for example, with the payment of a higher premium or with an exclusion clause).
- We can terminate your insurance. We are entitled to do so if one (or both) of the following situations arises:
 - If you fail to comply with your duty to disclose with the deliberate intention of misleading us. In that case, we will not refund your premium.
 - If we would not have accepted the insurance had we been aware of the true state of affairs. In that case, we will refund any premium you have already paid in respect of the period when the insurance no longer applies.
- We can register your details in the incident register.



If we seek to rely on failure to comply with the duty to disclose, then at any time during the following two months you may terminate the insurance agreement with immediate effect. You may restrict the termination to apply only to the person to whom our reliance on the failure to disclose applies. This option is only available for personal insurances, such as health insurance.

If you have failed to comply with your duty to disclose with the deliberate intention of misleading us, that is a form of fraud.

If you would like to find out more about the duty to disclose, please ask for a copy of our brochure on your rights and obligations by telephone, on + 31 (0)70 353 21 00, or by emailing us at info@oomverzekeringen.nl. You can also download the brochure from our website: www.oomverzekeringen.nl

3. How do we use your personal information?

When you make an application or change, we ask you for personal information. We use that information:

- to enter into and carry out the insurance agreement;
- to safeguard the security and integrity of the financial sector, our organisation, our employees and our clients;
- to carry out marketing activities;
- for statistical analysis;
- to satisfy our legal obligations.

Code of Conduct for the Processing of Personal Data by Financial Institutions

We comply with the rules in the Code of Conduct for the Processing of Personal Data by Financial Institutions. If you would like to see what the Code of Conduct includes, you can download it from the website of the Dutch Association of Insurers (VVV): www.verzekeraars.nl.

You can also request a copy of the Code of Conduct from the Dutch Association of Insurers

P.O. Box 93450
2509 AL The Hague
The Netherlands
Telephone: +31 (0)70 333 85 00

Code of Conduct for the Processing of Personal Data by Health Insurers

With respect to the health insurance we also comply with the Code of Conduct for the Processing of Personal Data by Health Insurers. If you would like to see what the Code of Conduct includes, you can download it from the website of the Dutch Association of Health Insurance Companies: www.zn.nl.

You can also request a copy of the Code of Conduct from the Dutch Association of Health Insurance Companies

P.O. Box 520
3700 AM Zeist
The Netherlands
Telephone: +31 (0)30 698 89 11

Central Information System Foundation

As part of a responsible policy for acceptance, claim processing, risk management and fraud management, we may consult and register your information and the insured persons' information in the Central Information System maintained by insurance companies operating in the Netherlands. This is aimed at controlling risks and preventing fraud.

Central Information System Foundation

Bordewijklaan 2
2591 XR The Hague
The Netherlands

General terms and conditions for OOM Schengen Visitor Insurance

For more information, see www.stichtingcis.nl. The privacy policy of the Central Information System Foundation is also available on this website.

If you would like to find out more about how we use personal information, please ask for a copy of our brochure on your rights and obligations by telephone, on + 31 (0)70 353 21 00, or by emailing us at info@oomverzekeringen.nl. You can also download the brochure from our website: www.oomverzekeringen.nl

4. What is the term of your insurance?

The term of your insurance is stated on the policy sheet. The maximum term is 6 months. It is not possible to extend your insurance. At the end of the term you may apply for a new insurance policy. Once your application has been accepted, we will enter into a new insurance agreement. With respect to the new insurance it is also the case that any ailments and symptoms that you already had on or before the commencement date of the new insurance are excluded from cover.

5. Can you terminate your insurance early?

You can only terminate your **health insurance** early if:

- you produce a letter of refusal from the embassy or consulate proving that the insured person's visa application has been refused. In that case, the insurance will be cancelled.
- you produce a residence permit or a copy of the same proving that the insured person is required under the Dutch Health Insurance Act (Zw) to be insured under Dutch basic health insurance. In that case, the insurance terminates on the date when the residence permit is issued;
- the insured person dies. We terminate the insurance on the day following the insured person's death.

We will refund any excess premium paid. OOM reserves the right to deduct its administration costs.

If you terminate the health insurance, any third party insurance for private individuals that you have taken out will automatically terminate on the same date as the health insurance.

If you wish to terminate the **third party insurance for private individuals** only, different rules apply. You can terminate the third party insurance for private individuals at any time. You must give written notice to terminate, which may be sent by post, email or fax. We terminate your insurance on the date on which we receive your written termination notice. We will refund any excess premium paid. You may also tell us the date on which you want the insurance to terminate. Note: you are not permitted to terminate the insurance retrospectively.

6. Can we terminate your insurance early?

We are entitled to terminate your insurance in writing, subject to certain conditions, in the following situations:

- if you fail to pay your premium or do not pay your premium on time;
- if you do not comply with your duty to disclose;
- if you commit fraud;
- if you are guilty of deception, coercion, threats or swindling. In that case, the insurance agreement will terminate with effect from the day on which the relevant action took place or on another date that we specify.

The conditions that must apply in the situations described above are further explained in clauses 2, 7 and 11.

A notice period of two months will apply, except in the case of deception, coercion, threats, swindling or deliberate intention to mislead.

Termination by OOM cannot take effect earlier than the date on which written notice to terminate is given.

If the insurance is terminated early, the premium will be reduced according to what is reasonable, except in the case of termination due to your deliberate intention to mislead us.



7. When are you required to pay the premium?

You pay the premium due, including any insurance tax, to us in advance not later than the date we have indicated. You must always pay the agreed premium in full, even if we have not been exposed to any risk during all or part of the insured period. If we do not receive the premium on time, you are not insured.

8. In which circumstances will we make a payment?

We will only make a payment in respect of claims arising during the term of your insurance. A further condition for payment of a claim is that neither you nor we were aware at the time you took out the insurance that the claim would arise during the term of the insurance and this could not have been expected under normal circumstances. This uncertainty is required by law, under article 7:925 of the Dutch Civil Code (BW).

Maximum reimbursement amount

OOM will not reimburse any amount that exceeds the maximum charge rates approved by the appropriate authorities. If you incur health costs abroad, as described in clause 16 of these terms and conditions, the maximum amount we will reimburse is double the charge rate applicable in the Netherlands. The maximum reimbursement amount for the health insurance is € 500,000 per insured person per insured period.

Foreign currencies

If you submit a bill in a foreign currency, we will convert the amount into Euros according to the conversion rate on the day when the event occurred. For bills relating to health insurance, we will convert the amount into Euros according to the conversion rate on the last day of the month preceding the date of the bill. This conversion rate is published at www.gwktravelex.nl.

Medical necessity

If and to the extent it is medically necessary, we will reimburse the costs of medical assistance, as described in clause 16 of these terms and conditions. By medical necessity we mean that the necessity is based on generally recognised, scientific medical considerations. The treatment, test or examination is generally accepted according to medical standards.

Terrorism

For legal reasons, OOM reinsures terrorism with a third party, the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (NHT), (the Netherlands Reinsurance Company for Losses from Terrorism). If you have a claim as a result of terrorism, we compensate costs that would normally be covered under your insurance. The maximum amount that we will pay in such a case is set out in:

- the Clauses Sheet for Terrorism Cover with the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.;
- the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. Claims Settlement Protocol and the accompanying explanatory note.

You can download the text of these documents (in Dutch) from www.terrorisemeverzekerder.nl or request a copy from OOM.

We reimburse costs arising from terrorism outside the Netherlands up to a maximum of € 30,000.

9. What are your obligations if you have a claim?

If you have a claim, you must as soon as possible provide us, our medical advisor or the person responsible for checking the claim with all information relevant for us in assessing whether to make a payment under this insurance, such as prescriptions or medical declarations. This means that you must provide sufficient details in respect of your bills to make clear which costs we are obliged to reimburse for you.

It is your obligation to do nothing which may damage our interests. Furthermore, you may not accept any liability. There is no violation of interest where there is a justified acknowledgement of liability or where it is only a matter of confirming facts.

Providing cooperation

You are obliged to cooperate with our investigation. This includes providing within a reasonable period all information and documents we require in order to assess whether we will make a payment under this insurance. If another party, for example an insurance expert, is checking the claim on our behalf, you are also obliged to provide the information and documents to that party.

You are also obliged to inform us of any other insurance you have that may cover the damage or loss. Finally, we would like you to assist us in any attempt we make to recover the damage or loss from a third party.

Consequences if you fail to comply with your obligations

If you do not comply with your obligations described above and, as a result, you damage our interests, we have the right not to pay your claim. If you failed to comply with the above obligations in order to mislead us, then you have no further entitlement to the payment of any claim, except in cases where the misleading information does not justify the cancellation of your right to payment.

10. What should you do if your situation changes?

If there is a change to your (family) situation, for example receiving a permanent residence permit or moving house, you must inform us in writing within one month.

If you do not inform us of the change, you are not entitled to any return of premium or to payment of a claim, unless the change in question does not justify the cancellation of your right to payment.

11. What action do we take if we discover fraud?

By fraud we mean deliberate misuse (attempted or otherwise) of an insurance product or service by you, an insured person or other party involved in the conduct of the insurance agreement in order to obtain a performance to which there is no entitlement or to obtain insurance cover under false pretences. For example in order to obtain compensation or payment to which you are not actually entitled.

If we discover fraud, the actions we may decide to take include:

- not to pay any claim you may have (in full or in part);
- to claim back any payments that have already been made;
- to recover the costs of investigation;
- to refuse acceptance of or terminate the policy or policies. This also applies to policies held with other OOM companies. In that case, the insurance agreement will be terminated without notice at a time of our choosing. In the case of fraud, no reduction will be applied to the premium for the current period;
- to report the matter to the police;
- to register the perpetrator on warning lists;
- to record details of the fraud in our incident register.

When registering events in the incident register we adhere to the 'Protocol in respect of the Incident Warning System for Financial Institutions'. We inform any legal or natural person suspected of fraud by letter, unless a statutory exception applies.

If you would like to find out more about how we deal with fraud, please ask for a copy of our brochure on your rights and obligations by telephone, on + 31 (0)70 353 21 00, or by emailing us at info@oomverzekeringen.nl. You can also download the brochure from our website: www.oomverzekeringen.nl.

12. What can you do if you have a complaint?

If you have a complaint about one of our insurance policies or you disagree with a decision, our complaints and disputes regulations explain your options. You can download the 'OOM Verzekeringen complaints and disputes regulations' from our website: www.oomverzekeringen.nl, or contact us on +31 (0)70 353 21 00 or info@oomverzekeringen.nl to request a copy.



Complaints to management

If you have a complaint about the insurance agreement or the implementation of that agreement, you can complain to the management of OOM. However, if your complaint concerns your intermediary then you should complain to that intermediary. In that case, you can also notify our management of the complaint to keep us fully informed.

Complaints about the health insurance

If you are not satisfied with the way we deal with any complaint you have concerning the health insurance, you can contact:

Health Insurance Complaints and Disputes Foundation (SKZG)

P.O. Box 291
3700 AG Zeist
The Netherlands
Telephone: +31 (0)30 698 83 60
Website: www.skgz.nl

If you have a complaint about one of our forms, for example because it is too extensive or too complicated, you can complain to the Dutch Health Care Authority (NZa). If the Dutch Health Care Authority agrees with you, we are required to change our forms. You can find more information about submitting a complaint about a form to the Dutch Health Care Authority at www.nza.nl.

Complaints about the Third Party Insurance for Private Individuals

If you are not satisfied with the way we deal with any complaint, you can contact:

Financial Services Complaints Institute (Kifid)

P.O. Box 93257
2509 AG The Hague
The Netherlands
Telephone: +31 (0)70 333 89 99
Website: www.kifid.nl

Note: you can only contact Kifid if you are a consumer.

Courts

If you do not wish to make use of the options described above or disagree with the outcome, you can take your complaint to the competent court in The Hague.

Part 2 – Special terms and conditions for OOM Schengen Visitor Health Insurance

13. Where is your OOM Schengen Visitor Health Insurance valid?

This insurance is valid in Europe, the Azores, the Canary Islands, Madeira, Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Palestine, Syria, Tunisia and the whole of Turkey. The insurance is not valid in the overseas territories of these countries, such as Aruba, Bonaire and Curacao. The insurance is also not valid in your country of origin.

Travel by aeroplane

If you travel by aeroplane during the term of the insurance, then your insurance is valid from the time you leave the soil of the country of origin by as direct a flight as possible to the region of coverage, without unnecessary stopovers. In all other cases, the cover commences at the moment you arrive in the region of coverage.

General terms and conditions for OOM Schengen Visitor Insurance

The cover finishes at the moment the aeroplane in which you returned from the region of coverage lands in the country of origin. This must be as direct a flight as possible, without unnecessary stopovers. In all other cases, the cover ends at the moment you leave the region of coverage.

14. What should you do if you have a claim under the health insurance?

You must inform OOM as soon as possible of any hospitalisation, search, rescue or transport of mortal remains. You should contact:

OOM Verzekeringen

P.O. Box 3036
2280 GA Rijswijk
The Netherlands
Telephone + 31 (0)70 353 21 00
Fax + 31 (0)70 360 18 73
Email: info@oomverzekeringen.nl
www.oomverzekeringen.nl

15. How do we process claims?

When we receive a claim from you, we first check whether the costs incurred are eligible for reimbursement. And if so, what is the reimbursement amount. In determining this amount we take into consideration a number of criteria, including the maximum reimbursement amount.

Note: an excess applies

An excess applies for your OOM Schengen Visitor Health Insurance. The amount of your excess is stated on your policy sheet. This excess applies per insured person per insured period.

We pay the amount remaining after any excess has been deducted. We will transfer this amount to you in Euros, unless we have agreed otherwise with you.

16. Which medical treatments are covered by your OOM Schengen Visitor Insurance?

You are entitled to select your hospital and health care provider yourself. For treatment by a health care provider (for example a general practitioner, therapist or specialist), the provider must be accredited by an authorised body and qualified to carry out such treatment.

General practitioner We reimburse the costs of treatment by a **general practitioner**.

Medication We reimburse products that are authorised to be marketed as **medication** and that you can collect from a pharmacy or a general practitioner who operates a pharmacy only by prescription from a general practitioner or specialist.



Specialist treatment

- **specialist treatments**, such as treatment, examinations or tests by a specialist physician. The treatment, examination or test must form part of the specialty for which the physician is registered;
- visiting another specialist for a **second opinion**. This applies only in situations where the first specialist proposes invasive medical treatment;
- **associated medical costs** for specialist treatment, such as the costs of x-rays, blood transfusions, radiation, anaesthesia and use of operating theatre or outpatient facilities.

Laboratory tests We reimburse the costs of **laboratory tests** carried out on the orders of a general practitioner or specialist. The invoice for the tests must be issued by a hospital or laboratory.

Physiotherapist We reimburse a **maximum of 25 treatments** in total per insured person per insured period.

Dental treatment following an accident We reimburse a **maximum € 350** per insured person per insured period, on the following conditions:

- The treatment is the consequence of an accident and is intended to repair or improve the teeth.
- The dental treatment is carried out by an authorised dentist or oral surgeon.

Hospitalisation We reimburse the costs of hospitalisation on the following conditions:

- The hospitalisation has an **uninterrupted duration not exceeding 365 days**. A new period commences after an interruption of more than 30 days.
- If you are hospitalised on the termination date of the insurance then we will reimburse the insured costs of this hospitalisation for up to 30 days following the termination date of the insurance.
- If the hospital in which you are admitted has more than one nursing class, we reimburse costs on the basis of the **nursing class equivalent to a shared room for more than two persons** in a Dutch hospital. We will not reimburse any additional costs for a single or twin room.

Ambulance transport We reimburse the costs of **medically necessary ambulance transport** if you are not in a condition to travel independently to the nearest hospital or the place of treatment. This covers **ambulance transport** by road only. We will only reimburse transport over water or air transport if no other form of transport is available or if other forms of transport cannot be used for medical reasons.

Transplantation **Costs of transplantation** of the following tissues and organs:

- bone marrow;
- bone
- cornea;
- skin tissue;
- kidney;
- heart;
- liver (orthotopic);
- lung;
- heart-lung;
- kidney-pancreas.

We only pay for these transplantation costs if the transplantation is the result of an accident and you have obtained our authorisation for the procedure in advance.

The donor receives a payment for **nursing and treatment costs** on the basis of the class for which the donor is insured. In addition, the donor is also entitled to medical treatment for three months from the date of discharge from hospital following a transplant. This applies only to medical treatment for the donor that is related to the transplantation covered under this insurance.

Kidney dialysis We will only reimburse the **costs of kidney dialysis** if this treatment is the consequence of an accident and you have obtained our authorisation for the dialysis in advance.

Treatment by a plastic surgeon	We only reimburse treatment by a plastic surgeon if: <ul style="list-style-type: none">• the procedure is the consequence of an accident;• you have obtained our authorisation for the procedure in advance.
Aids	We reimburse the following aids on prescription from a doctor following an accident documented by evidence: <ul style="list-style-type: none">• For crutches and a wheelchair we reimburse up to € 100 per accident. This includes both rental and purchase of aids.• For prosthetics (not dentures) we reimburse up to € 750 per accident. You must purchase or rent the aids within 90 days following the accident (but within the term of the insurance).
Search and rescue	We reimburse the costs of search, rescue or recovery of an insured person who is missing or involved in an accident . These costs are only insured where the operation is conducted on the instructions of an official authority, for example the police. In that case you must send us a statement by that authority. Without this statement you are not entitled to reimbursement. We pay a maximum of € 10,000 per event for search and rescue costs.
Repatriation	We reimburse the costs of repatriation on the following conditions: <ul style="list-style-type: none">• The repatriation or evacuation is medically necessary in the opinion of OOM's medical advisor.• You have obtained our authorisation in advance.• You are repatriated from the region of coverage to either the Netherlands or the country of origin. We reimburse the following costs: <ul style="list-style-type: none">• patient transport, including transport by aeroplane;• air ambulance, if you are unable to travel by passenger aeroplane, road ambulance or taxi. This method of travel is only insured if the repatriation could save your life or prevent or reduce invalidity;• accompanying person(s), if it is medically necessary for you to be accompanied. For repatriation by scheduled or charter flight the maximum amount we reimburse is the cost of tourist class travel. The maximum reimbursement amount per insured person is € 30,000 per repatriation or event.
Transport of mortal remains	The costs of direct transport of mortal remains to the country of origin up to € 10,000 per event. We reimburse: <ul style="list-style-type: none">• the cost of an inner coffin required by applicable regulations;• any other costs for the transport of mortal remains.

17. Which medical treatments and other costs are not covered by your OOM Schengen Visitor Health Insurance?

In the following situations we will not reimburse the costs of treatment due to illness or accident, unless explicitly stated otherwise on your policy sheet. We will not reimburse any costs in respect of:

- **Existing ailments, symptoms and defects.** Costs resulting from ailments, symptoms and/or physical defects which the insured person is suffering or has suffered on or before the commencement date of your insurance, including ailments, symptoms and physical defects of which the insured person was unaware. Nor do we reimburse any costs associated with the ailment, symptom or defect.
- **Diabetes mellitus.** Costs resulting from diabetes mellitus and any associated condition, such as cardiovascular conditions, kidney conditions and eye disorders, unless in the opinion of the medical advisor these costs are not connected to diabetes mellitus.



- **Gallstones and kidney stones.** Costs resulting from gallstones and kidney stones.
- **Malaria medication and vaccinations.** The costs of malaria prophylaxis and vaccinations.
- **Home pharmacy and/or non-prescription items.** The costs of home pharmacy and non-prescription items.
- **Vitamins and dietary supplements.** The costs of vitamins and dietary supplements.
- **Medical examinations and certificates.** The costs of medical examinations and certificates.
- **Psychotherapy.** The costs of psychotherapeutic treatments.
- **Dental costs.** The costs of dental treatment by a dentist, dental technician, oral surgeon or orthodontist, except where these are incurred as a result of an accident.
- **Artificial aids and accessories.** The costs of artificial aids and accessories, unless explicitly mentioned in these terms and conditions (clause 16). We do not reimburse costs for spectacles, contact lenses and dentures.
- **Sterilisation, fertility and heredity.** The costs of sterilisation and sterilisation reversal, fertility testing and heredity testing.
- **Pregnancy and childbirth.** Costs related to pregnancy and childbirth or fertility treatment, or complications related to the same, such as miscarriage.
- **Abortion.** The costs of abortion and any complications associated with or resulting from an abortion.
- **Contraception.** The costs of contraceptives or medical treatments relating to contraception.
- **Exceptional Medical Expenses Act (AWBZ).** The costs of treatments or items provided under the Exceptional Medical Expenses Act (AWBZ), unless explicitly mentioned in these terms and conditions.
- **Preventive medicine or alternative health care.** The costs of preventive medicine or alternative health care.
- **Speech or language therapist.** The costs of treatment by a language or speech therapist.
- **Rehabilitative day care.** The costs of rehabilitative day care.
- **Sexually transmitted infections.** Costs resulting from sexually transmitted infections.
- **Suicide.** Costs resulting from suicide or attempted suicide.
- **Non-urgent hospitalisation.** The costs of hospitalisation if it is medically safe to postpone the treatment until after the termination date of this insurance.
- **Motor vehicles or motor boats.** Costs resulting from participation in or the preparation of speed, record and trial runs with motor vehicles or motor boats.
- **Aircraft.** Costs you incur when in, on or attached to any aircraft, other than as a passenger in an aeroplane in use for civil aviation.

The following situations are not covered by this insurance:

- **Nuclear reaction.** If the damage or loss is caused by a nuclear reaction, other than in medical treatment applied to the insured person.
- **War and kindred risks.** If the damage or loss is caused by war and kindred risks: armed conflict, civil war, uprising, civil disturbance, riot or mutiny.
- **Other insurance.** If you had not taken out this insurance, would you be able to make a claim for compensation, payment or assistance under another insurance policy, legislation or other provision? In that case, this insurance with OOM shall be the 'payer of last resort'. In any event, we will only reimburse you for costs incurred in excess of the amount that you are entitled to claim under such other insurance, legislation or provision. Or the amount that you would have been entitled to claim had you not entered into this insurance with OOM. Article 7:961 part 1 of the Dutch Civil Code (BW) does not apply.
- **Misleading information.** If you or another person entitled to payment under this insurance deliberately misleads us by failing to inform us or misinforming us regarding any fact or circumstance, except in cases where the misleading information does not justify this exclusion.
- **Incorrect representation of events.** If you represent events incorrectly or give an account that is damaging to our interests, unless this incorrect representation is not sufficiently essential to justify the exclusion. However, we will restrict your right to payment under this insurance. If a payment has already been made, we will claim our losses from you. If you deliberately represent events incorrectly in order to mislead us, under no circumstances will you be entitled to any reimbursement of costs.
- **Hijacking, strike, uprising or terrorism.** If the damage is associated with or caused by your participation in a hijacking, strike, uprising or act of terrorism.
- **Crime.** If the damage is associated with or caused by your committing (or assisting in) a crime.
- **Recklessness.** Costs resulting from deliberate, conscious or unintentional recklessness by you or anyone else with an interest in a payment under this insurance.

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation. In the case of any dispute, the original Dutch text shall prevail.



OOM Verzekeringen

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2280 GA Rijswijk, The Netherlands

Telephone + 31 (0)70 353 21 00

Fax + 31 (0)70 360 18 73

Email: info@oomverzekeringen.nl

www.oomverzekeringen.nl

The trade name OOM Verzekeringen is used by OOM Holding N.V., OOM Global Care N.V., OOM Schadeverzekering N.V. and "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A., all of which have their registered office in The Hague and operational office in Rijswijk and are registered with the Chamber of Commerce in The Hague under registration numbers 27194193, 27111654, 27155593 and 27117235, respectively.