



**ace europe**



**ACE Multinational  
Business Class  
Policy Wording**

# ACE Multi National Injury and Travel Insurance

## Contents

Useful Phone Numbers and Email	3
Insurance Agreement	3
ACE Assistance	4
General Definitions	5
General Conditions	7
Claims Provisions	8
General Exclusions	8
Sanctions	8
Section A (i) - Injury	9
1. Death	9
2. Permanent Total Disablement	9
3. Permanent Disabling Injuries	9
(A) Permanent Disabling Injuries (Any),	9
(S) Permanent Disabling Injuries (Specified)	9
4. Temporary Total Disablement	9
5. Temporary Partial Disablement	9
Section A (ii) - Injury - Additional Covers	10
Section B – Travel	12
1 - Medical and other travel expenses	12 + 13
2 - Personal Belongings	13
3 - Business Equipment	13 + 14
4 - Money	14
5 - Disruption	14 + 15
6 - Personal Liability	15 + 16
6 - Personal Liability	17 + 18
7 - Political and Natural Disaster Evacuation	18
8 – Deprivation of Liberty – Hijack	18 + 19
9 – Final Provisions	19

## Useful Phone Numbers and Email

### ACE Claims Department

Tel: + 31 (0)10 289 35 40  
[beneluxclaims@acegroup.com](mailto:beneluxclaims@acegroup.com)

### ACE assistance

Tel: + 31 (0)70 314 50 14

### Complaints

Tel: + 31 (0)10 289 35 40

Stichting Klachteninstituut Financiële  
Dienstverlening  
Postbus 93257  
2509 AG Den Haag  
Tel: + 31 (0)900 3 552 248 (EUR 0.10  
p/min).

Call charges may vary. Calls may be recorded  
and monitored.

## Insurance Agreement

The Policyholder (as specified in the Policy  
Schedule) and ACE European Group Limited  
(ACE) agree that:

The Policyholder will pay the Premium as  
agreed.

ACE will subject to the terms, Conditions,  
Provisions and Exclusions of this Policy, provide  
the Insurance in the manner and to the extent  
set out in this Policy. All information supplied to  
ACE by the Policyholder shall be incorporated  
into and be the basis of this Policy.

This Policy, the Schedule(s), Schedules of  
Benefits and endorsements, if any, shall be read  
together as one contract and any word or  
expression to which specific meaning has been  
attached shall unless the context otherwise  
requires bear such meaning wherever it may  
appear.

## ACE Assistance

Consistent with its philosophy of customer care, ACE has arranged a number of assistance services.

Some of these are available to all employees and others are available to travellers only.

The assistance services are included automatically with the insurance cover and are summarised below.

### Telephone Based Services 📞

To access ACE Assistance, simply call:

+ 31 (0)70 314 50 14 (for calls made from outside the Netherlands); or

+ 31 (0)70 314 50 14 (for calls made from within the Netherlands).

To help monitor and improve service standards, calls may be recorded.

You will be requested to provide a) your name; b) your company's name; c) the name of your Parent Company, if any; d) the nature of the assistance needed and e) a contact number or address where you can be reached. It would be helpful, but not essential, if you had your Policy Number to hand.

The Assistance Line cannot provide details of your cover and should not be contacted to make a claim when you return home. In both instances the person in your company who arranged this insurance, or your broker, should be contacted.

## General Definitions

Accident shall mean a sudden, external and identifiable event that happens by chance and could not have been expected. The word 'accidental' shall be construed accordingly. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions ACE will consider it as having been caused by an Accident.

Accommodation shall mean accommodation of a standard up to but not exceeding that in which the Insured Person was or would have been staying during the course of the Journey.

Associate Company shall mean a company or organisation of the Policyholder the name of which has been advised to and accepted by ACE (subject to General Condition 16 which provides automatic cover for new acquisitions in certain circumstances).

Bodily Injury shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause results in the Insured Person's death or disablement, within twenty-four calendar months from the date of the Accident.

Business shall mean the business of the Policyholder as described in the Schedule.

ACE Assistance shall mean:

- a) the telephone advice, information and counselling services; and/or
- b) the travel assistance and emergency medical and repatriation services; and/or

Business Partner shall mean an individual who has entered into a legal contract with one or more people to manage the Business of the Policyholder and to share in the responsibilities, resources, profits and liabilities of such Business.

Child/Children shall mean the children, stepchildren and legally adopted children for whom an Insured Person or their Partner is the Parent or Legal Guardian.

To be covered by this Policy, the Child/Children must:

1. not be married; and
2. be under 18 years of age or under 23 years of age if in Full Time Education.

Commuting shall mean travel between normal residence and normal place of work.

Corporate Event shall mean any Business related event arranged by or on behalf of the Policyholder in order to promote their Business.

Country of Domicile shall mean the country in which the Insured Person is habitually resident during the Period of Insurance. Where the Insured Person is not domiciled in the Netherlands and where the context permits, the term Netherlands shall be construed as meaning the Insured Person's Country of Domicile.

Effective Time shall mean the time, during a Period of Insurance, when an Insured Person is covered – as detailed in the Schedule of Benefits.

Employee(s) shall mean any person(s) under a contract of service or apprenticeship with the Policyholder.

Excess shall mean the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear.

Full Time Education shall mean a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

EUR shall mean EURO.

Hospital shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.

Hospital Confinement shall mean admission to a Hospital as an In-patient as a result of bodily injury or illness for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

Incidental Holiday shall mean any holiday taken in conjunction with a Journey made primarily for Business purposes.

In-patient shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of bodily injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured Person shall mean any person or category of persons shown as being insured in the Schedule of Benefits; and

Journey shall mean any trip described in the Schedule of Benefits, which;

1. commences during the Period of Insurance; and
2. is not intended, without the prior written agreement of ACE, to exceed twelve months duration.  
Cover will start from the time of leaving home or normal place of Business (whichever is left first) and continue until arrival back at home or normal place of Business (whichever is reached last).

Occupation shall mean carrying out the duties of one's employment in the Business.

Parent or Legal Guardian means a person with parental responsibility, or a legal guardian.

Partner shall mean:

1. an Insured Person's spouse; or
2. an Insured Person's civil partner, registered pursuant to the Civil Partnership Act; or
3. someone of either sex with whom an Insured Person is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a claim under this Policy.

Period of Insurance shall mean the period between and inclusive of the dates shown From: and To: in the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the Policyholder as shown in the Policy Schedule.

Policyholder shall mean the person, firm, company or organisation named as the Policyholder in the Policy Schedule.

Premium shall mean the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than:

1. an Insured Person; or
2. a Partner of the Insured Person; or
3. a member of the immediate family of the Policyholder or of an Insured Person: or
4. an Employee or Director of the Policyholder.

Specific Definitions Specific Conditions, Specific Provisions and Specific Exclusions shall mean those definitions conditions, provisions and exclusions, more particularly stated in the sections or sub-sections to which they specifically apply.

Where the Insured Person is not domiciled in the Netherlands and where the context permits, the term Netherlands shall be construed as meaning the Insured Person's Country of Domicile.

War shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

**PLEASE NOTE that Specific Definitions relative to individual Sections or sub-sections of this Policy are located and contained in the appropriate Sections or sub-sections.**

## General Conditions

### Acquisitions

If during the Period of Insurance the Policyholder acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean whichever of the following elements has formed the basis of the premium calculation;

1. estimated salaries;
2. numbers of Insured Persons;
3. travel pattern;
4. fixed benefits.

If the revised underwriting information varies by more than 10% ACE agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the Policyholder shall provide any additional information as ACE may require and pay such additional premium as may become due.

### Adjustable Premiums

If it has been agreed that any part of the premium, being based on estimated numbers, is adjustable then the Policyholder shall within 30 days of the end of the Period of Insurance provide the actual numbers to ACE and the premium will be adjusted accordingly.

### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions.

Where any difference is to be referred to arbitration in accordance with this Condition, the making of an award shall be a condition precedent to any right of action against ACE.

### Assignment

Subject to the General Condition headed 'Payment of Benefits', the benefits under this Policy may not be assigned by the Policyholder. ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

### Cancellation

ACE may cancel:

1. this Policy by giving sixty days written notice to the Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the premium paid; and
2. any cover provided by this Policy for War by sending seven days written notice to the Policyholder at their last known address.

### Change in Business Description

The Policyholder shall give written notice within a reasonable time of any alteration in the Policyholder's Business.

### Choice of Law

This Policy shall be governed by and construed in accordance with the Netherlands alone shall have jurisdiction in any dispute. Communication of and in connection with this Policy shall be in the English language.

### Compliance with Policy Requirements

Where the Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy ACE reserves the right not to pay a claim.

### Interest

No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim.

Where interest becomes payable by ACE, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence; and
2. at the base rate established by the Bank of England on such date.

### Journeys continuing beyond expiry of Period of Insurance

Where a Journey continues beyond the expiry of the Period of Insurance for reasons beyond the control of the Policyholder or Insured Person such period is extended for up to a maximum of twelve months or until the completion of such Journey whichever is sooner.

### Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder.

### Other Insurance

The cover provided under Section B – Travel in respect of any Additional Insured Person shall apply fully where no more specific insurance is in place for such person. Where more specific insurance is in place covering the same claim this policy shall apply only in excess of any amount paid under such other more specific insurance and shall not cover the first amount of any claim that the Insured Person is liable to bear themselves under such policy.

### Payment of Benefits

Notwithstanding the General Condition headed 'Assignment', where in relation to any Claim the Policyholder, at its discretion, directs ACE to do so, ACE shall pay benefits to, or indemnify, a named Insured Person and the receipt of such Insured Person shall be a sufficient discharge of ACE's liability to indemnify or pay the benefits concerned.

### Reasonable Precautions

The Policyholder and Insured Person shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

**PLEASE NOTE that Specific Conditions relevant to the individual Sections and sub-sections of this Policy are located and contained in the appropriate Sections or sub-sections.**

## Claims Provisions

1. On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the ACE Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: P.O. box 8664, 3009 AR Rotterdam  
The Netherlands  
Telephone: +31 (0)10 289 3540  
International: +31 (0)10 289 3540  
E-mail: [beneluxclaims@acegroup.com](mailto:beneluxclaims@acegroup.com)

2. The Policyholder shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Policyholder, to request a medical examination of an Insured Person as appropriate.
3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Policyholder or anyone acting on the Policyholder's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. Any Excess, where applicable, will apply separately under each section or sub-section, in respect of each and every claim and for each Insured Person.
5. The Insured Person shall as soon as possible after the occurrence of any Accidental bodily injury or illness;
  - a) obtain and follow the advice of a Qualified Medical Practitioner.
  - b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by ACE and ACE shall not be liable for any consequences of the Insured Person's failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.
6. In the event of death of an Insured Person who is also the Policyholder, the benefit payable for death will be paid to the estate of such Policyholder/Insured Person.
7. Claims involving foreign currency will be converted into the currency in which the premium and benefits/indemnity limits are shown, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

## General Exclusions

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense suffered or incurred by an Insured Person aged seventy five or over whilst on a Journey of more than thirty days duration; or
2. ACE shall not be liable for Bodily Injury, loss, damage or expense resulting from or contributed to by, directly or indirectly:
  - a) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
  - b) the Insured Person engaging in aviation as a pilot or crew member of an aircraft or other aerial device.
  - c) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
  - d) War, whether declared or not in the Insured Person's Country of Domicile.

- e) The insurance shall not cover Losses: Arising from travel booked as a passenger, pilot or aircrew member of any privately chartered aircraft or on a non-scheduled passenger airline flight

**PLEASE NOTE that Specific Exclusions relating to individual Sections or sub-sections of this Policy are located and contained in the appropriate Sections or sub-sections.**

## Sanctions

1. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the (re)insurer, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, the Netherlands or United States of America.



## Section A (i) - Injury

The cover provided by this section or its sub-sections will apply only if a benefit amount is shown in the relevant section or sub-sections in the Schedule of Benefits.

If during a Period of Insurance an Accident occurs during the Effective Time shown in the Schedule of Benefits or during a Journey and causes Bodily Injury to an Insured Person, ACE will pay the appropriate amounts under Items 1 to 5 below:

### 1. Death

Where Bodily Injury results in death ACE will pay up to the amount shown in the Schedule of Benefits.

#### Specific provision applicable to death

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking being given by the Policyholder that if the belief is subsequently found to be wrong such death Benefit shall be refunded to ACE.

### 2. Permanent Total Disablement

Where Bodily Injury results in Permanent Total Disablement ACE will pay up to the amount shown in the Schedule of Benefits.

### 3. Permanent Disabling Injuries

Where Bodily Injury results in:

#### (A) Permanent Disabling Injuries (Any),

ACE will pay a percentage of the amount shown under Variable Injury Benefit 3 in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of Permanent Disabling Injuries.

Scale of Injuries		
A.	Loss of one or more limbs	100%
B.	Loss of sight in one or both eyes	100%
C.	Loss of speech	100%
D.	Loss of hearing in both ears	100%
E.	Loss of intellectual capacity	100%
F.	Loss of hearing in one ear	25%
G.	Post Traumatic Stress Disorder	20%*
H.	Total loss of use of:	
	i) the back or spine below the neck with no damage to the spinal cord	40%
	ii) the neck or cervical spine with no damage to the spinal cord	30%
	iii) a shoulder, elbow or wrist	25%
	iv) a hip, knee or ankle	20%
I.	Loss of or total loss of use of:	
	i) a thumb	30%
	ii) a forefinger	20%
	iii) any other finger	10%
	iv) a big toe	15%
	v) any other toe	5%
J.	Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by ACE of the degree of disablement relative to this scale. No account shall be taken of the Insured Person's occupation.	
* Subject to a maximum payment of EUR 15,000.		

or;

#### (S) Permanent Disabling Injuries (Specified)

ACE will pay a percentage of the amount shown under Variable Injury Benefit 3 in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of Permanent Disabling Injuries.

Scale of Injuries	
Loss of one or more limbs	100%
Loss of sight in one or both eyes	100%
Loss of speech	100%
Loss of hearing in both ears	100%
Loss of intellectual capacity	100%
Loss of hearing in one ear	25%

#### Specific provisions applicable to Permanent Disabling Injuries

- The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits for Permanent Disabling Injuries Injury Benefit 3, for each Insured Person in respect of any one Accident.
- If benefit is payable for Loss of or Loss of use of a limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.
- Cover for an Insured Person who has attained the age of seventy-five years shall be limited to Loss of one or more limbs or Loss of sight in one or both eyes and the maximum benefit amount payable shall not exceed the amount stated in the Schedule of Benefits.

### 4. Temporary Total Disablement

Where Bodily Injury results in Temporary Total Disablement, ACE will pay up to the amount shown in the Schedule of Benefits. This benefit will be payable in addition to any amount claimed under Items 2 or 3 of this Section.

### 5. Temporary Partial Disablement

Where Bodily Injury results in Temporary Partial Disablement, ACE will pay up to the amount shown in the Schedule of Benefits. This benefit will be payable in addition to any amount claimed under Items 2 or 3 of this Section.

#### Specific provision applicable to Temporary Total Disablement and Temporary Partial Disablement

Where a period of Temporary Total Disablement or Temporary Partial Disablement, or part thereof, is less than a complete week the amount payable for each Working Day shall be an appropriate percentage of the Insured Person's normal days/hours of work per week as set out in their contract of employment, reasonably adjusted to take into account any overtime or other payments earned by the Insured Person prior to the period of Temporary Total Disablement or Temporary Partial Disablement.

#### Accident Medical Expenses

Where Bodily Injury results in a valid claim under Items 1, 2, 3, 4 or 5 of Section A, Variable Injury Benefits, of this policy (if covered), ACE will reimburse Accident Medical Expenses incurred of up to 25% of the benefits shown in the Schedule of Benefits, subject to a maximum limit of EUR 15,000 per claim.

## Section A (ii) - Injury - Additional Covers

This policy extends to provide the following covers automatically to Insured Persons described in the Schedule of Benefits.

If during a Period of Insurance an Accident occurs during the Effective Time shown in the Schedule of Benefits or during a Journey and causes Bodily Injury to an Insured Person resulting in any of the following, ACE will, subject to the maximum per Insured Person limits stated in the Schedule of Benefits, pay the Policyholder as follows:

### Corporate Reputation Protection

If during a Period of Insurance an Insured Person or a Visitor suffers Bodily Injury whilst legally in or on the Policyholder's Premises resulting in death, Loss of one or more limbs, Loss of sight in one or both eyes, Loss of Speech or Loss of hearing in both ears, ACE will reimburse the Policyholder up to an Aggregate Limit of EUR 5,000 for all costs (other than the Policyholder's own internal costs) incurred for:-

1. the engagement of image and/or public relations consultants; and/or
2. the release of information through the media within 15 days of, and directly in connection with, such Bodily Injury, to protect and/or positively promote the Policyholder's image.

### Specific definition applicable to Corporate Reputation Protection

Aggregate Limit shall mean the maximum amount stated above that ACE will pay for any one Event and/or all Events occurring during any one Period of Insurance. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by ACE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

### Specific provisions applicable to Corporate Reputation Protection

1. This benefit shall be payable only once in respect of all instances of Bodily Injury arising out of and directly occasioned by any one Event.
2. If the total of all claims under this sub-section in any Period of Insurance exceeds the Aggregate Limit, the amount payable shall be proportionately reduced until the total does not exceed the Aggregate Limit.

### Hospital Confinement Benefit

(The following cover applies to all injuries, including less serious injuries and is not dependent on Bodily Injury as defined in this Policy.)

If during a Period of Insurance, an Accident occurs during the Effective Time shown in the Schedule of Benefits or during a Journey and the Insured Person sustains injury which, independently of illness or any other cause, results in their Hospital Confinement within twelve calendar months from the date of the Accident, ACE will pay the Policyholder EUR 50 for each complete day (twenty-four hour period) of such Hospital Confinement up to a maximum of 365 days.

### Loss of or Damage to Personal Belongings from Assault

Where an unprovoked assault which results in the Insured Person sustaining Bodily Injury also results in loss of or damage to the Insured Person's Personal Belongings, ACE will indemnify the Policyholder for such loss or damage up to a maximum of EUR 500.

### Specific definition applicable to Loss of or Damage to Personal Belongings from Assault

Personal Belongings shall mean clothing and personal articles which are the property of the Insured Person or for which they are responsible.

### Specific Definitions applicable to the Injury Section

Accident Medical Expenses shall mean all reasonable costs necessarily incurred for

1. Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment;
  2. prosthetics and physiotherapy;
  3. psychological treatment and/or personal counselling;
- given or prescribed by a Qualified Medical Practitioner following an Accident for which ACE has paid or agreed to pay a benefit for death or disablement.

Aggregate Limit shall mean the maximum amount shown in the Schedule of Benefits that ACE will pay per Event. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by ACE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

Annual Salary shall mean the gross salary or wages payable per annum by the Policyholder to the Insured Person as remuneration for services provided immediately preceding the date of death or disablement excluding loans, whether repayable or otherwise, benefits in kind, profit share payments, overtime or expenses payments unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the premium has been based.

Benefit Period shall mean the maximum (but not necessarily consecutive) period for which benefits are payable in respect of any Insured Person for any one Accident. The Benefit Period commences at the end of the Deferment Period, if any.

Deferment Period shall mean a period at the beginning of a period of temporary disablement during which benefits are not payable.

Event shall mean all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instance of Bodily Injury occurring outside such period and/or radius shall be included in that event.

Loss of hearing shall mean total and permanent loss of hearing.

Loss of limb shall mean:

1. in respect of an arm:
  - a) permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
  - b) the permanent total loss of use of an entire hand or arm; and
2. in respect of a leg:
  - a) physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
  - b) the permanent total loss of use of an entire foot or leg.

Loss of sight shall be deemed to have occurred:

1. in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and

ACE is satisfied that the condition is permanent and without expectation of recovery.

Loss of speech shall mean total and permanent loss of speech.

Maximum Limit per Insured Person shall mean the maximum amount shown in the Schedule of Benefits payable for any Insured Person for all Bodily Injury arising from any one Accident.

Permanent Disabling Injury shall mean disablement which has lasted for at least 12 months and which in ACE's opinion is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life.

Permanent Total Disablement ('Usual') shall mean Permanent Disabling Injury which results in the Insured Person's inability to perform or give attention to their usual occupation.

Permanent Total Disablement ('Any') shall mean Permanent Disabling Injury which results in the Insured Person's inability to perform or give attention to any gainful occupation for which an Insured Person is fitted by way of training, education or experience.

Premises shall mean any premises occupied by the Policyholder in connection with the Business as advised to ACE.

Remunerated Employment shall mean any gainful remunerated work for which the Insured Person is contracted to work at least 16 hours per week.

Temporary Partial Disablement shall mean temporary disablement which prevents the Insured Person from engaging in a substantial part of their usual occupation.

Temporary Total Disablement shall mean temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Terrorism shall mean any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed in the pursuit of War or for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Visitor shall mean any person, whilst legally in or on the Policyholder's Premises, other than:-

1. an Insured Person; and/or
2. a Director, Business Partner or Employee of the Policyholder that is not an Insured Person; and/or
3. A person undertaking a contract for the supply of services to the Policyholder; and/or
4. a member of the armed forces or police, ambulance, fire brigade or other emergency service sustaining bodily injury in the course of duty.

Weekly Wage shall mean the average of the gross weekly amount payable by the Policyholder to the Insured Person as a wage or salary for services provided as set out in the Insured Person's contract of employment, reasonably adjusted to take into account any seasonal fluctuations, overtime or other payments earned by the Insured Person in the thirteen weeks immediately preceding the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement, excluding loans whether repayable or otherwise benefits in kind profit share payments overtime or expenses payments unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the Premium has been based.

Working Day shall mean each complete day of Temporary Total Disablement or Temporary Partial Disablement during which, had it

not been for the disablement, the Insured Person would normally have been working or engaging fully in their usual occupation.

### Specific Conditions applicable to Injury

1. Benefit shall not be payable under more than one of Section A, Items 1 to 3 to one Insured Person in respect of any one Accident.
2. The total benefit payable to one Insured Person in respect of any one Accident shall not exceed the maximum per person limits shown in the Schedule of Benefits.
3. The death Benefit is limited to the amounts shown in the Schedule of Benefits in respect of:
  - a) a child except where such child is an Insured Person who is aged 16 or 17 at the date of sustaining Bodily Injury and is a Director, Business Partner or Employee of the Policyholder.
  - b) An Insured Person who is aged 75 or over at the date of sustaining Bodily Injury.
4. Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing the level of benefit payable.
5. Where a period of Temporary Total Disablement or Temporary Partial Disablement, or part thereof, is less than a complete week the amount payable for each Working Day shall be pro rata of the Insured Person's Weekly Wage.
6. If the aggregate amount of all benefits payable under this Section exceeds the applicable Aggregate Limit the benefit amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed such Aggregate Limit. Where more than one Policy showing benefits has been issued by ACE in the name of the Policyholder, one aggregate limit of liability, the greatest, shall apply over all.

### Specific Exclusions applicable to Injury

ACE shall not be liable:

1. if Bodily Injury results from the Insured Person suffering from sickness or disease which is not itself the direct result of Bodily Injury.
2. for disabilities arising from:
  - a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
  - b) any psychological or psychiatric condition (other than Post Traumatic Stress Disorder);
    - i) which follows Accidental bodily injury to an Insured Person and results in Permanent Disabling Injury or Temporary Total Disablement;
    - ii) resulting in Temporary Total Disablement where Accidental bodily injury is not suffered and which follows the Insured Person directly witnessing an act of Terrorism on a publicly licensed conveyance other than an aircraft or sea vessel.
3. for payment for Permanent Total Disablement (Usual) or (Any) in respect of an Insured Person who is:
  - a) a Child, except where such Child is an Insured Person aged 16 or 17 and is a Director, Business Partner or Employee of the Policyholder; or
  - b) aged 75 years or over at the date of sustaining Bodily Injury;

4. for payment for Permanent Total Disablement (Usual) or (Any) where a benefit amount is stated under Section A, Item 2 in the Schedule of Benefits and the Insured Person is not usually engaged in Remunerated Employment. However, ACE shall consider such person as being covered under Section A, Item 3 Permanent Disabling Injuries (Any). Where a benefit amount is already shown under Section A, Item 3 only one such benefit, the highest, or an appropriate percentage thereof, shall be payable.
  5. for payment for Permanent Disabling Injuries in respect of an Insured Person aged 75 years or over:
    - a) other than for Loss of one or more limbs and Loss of sight in one or both eyes; and
    - b) for more than the maximum limit shown in the Schedule of Benefits;
  6. for any amount in excess of the Aggregate Limit.
  7. for any amounts in excess of the maximum limit per Insured Person shown in the Schedule of Benefits.
- b) there is no more specific insurance is in place for such person. Where more specific insurance is in place covering the same claim this policy applies only in excess of any amount paid under such other more specific insurance and shall not cover the first amount of any claim that the Insured Person is liable to bear under such policy.

## Section B – Travel – Sub-sections

The cover provided by the following sub-sections will apply only if a benefit amount is shown in the relevant sub-sections in the Schedule of Benefits.

### Section B – Travel

#### Insured Persons

1. The cover applies to the categories of Insured Persons described in the Schedule of Benefits – Section B - Travel
2. Cover applies to the following additional Insured Persons automatically provided:
  - a) the appropriate conditions (described hereafter) are met.
  - b) there is no more specific insurance is in place for such person. Where more specific insurance is in place covering the same claim this policy applies only in excess of any amount paid under such other more specific insurance and shall not cover the first amount of any claim that the Insured Person is liable to bear under such policy.

## 1 - Medical and other travel expenses

#### Medical Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey ACE will indemnify the Policyholder in respect of Medical Expenses up to the amount shown in the Schedule of Benefits for any one Journey.

#### Specific Definition applicable to Medical Expenses

Medical Expenses shall mean all reasonable costs necessarily incurred outside the Insured Person's Country of Domicile for Hospital, nursing home, ambulance within the country where the accident/illness occurred (or ambulance or other transportation to a medical facility in a country other than that in which the accident/illness occurred - provided such transportation has been organised by ACE assistance), surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner. Dental and/or optical expenses are covered only if incurred in an emergency or as a direct result of bodily injury caused solely by an Accident. (Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the Journey).

#### Hospital Confinement benefit outside the Netherlands

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey resulting in the Insured Person's Hospital Confinement outside the Netherlands ACE will pay the Policyholder the amount shown in the Schedule of Benefits for any one Journey.

#### Specific Condition applicable to

Hospital Confinement benefit outside the Netherlands  
Where Hospital Confinement of an Insured Person outside the Netherlands results from Accidental bodily injury, the aggregate amount payable under this sub-section and under Section A – Additional Covers - Hospital Confinement Benefits (if covered) will be one benefit amount, the higher, shown in the Schedule of Benefits.

#### Supplementary Travel and Accommodation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey ACE will indemnify the Policyholder in respect of Supplementary Travel and Accommodation Expenses up to a maximum of the amount shown in the Schedule of Benefits for any one Journey.

#### Specific Definition applicable to Supplementary Travel and Accommodation Expenses

#### Supplementary Travel and Accommodation Expenses

shall mean reasonable additional costs necessarily incurred:

1. for travel and Accommodation by up to two relatives, friends or close Business associates of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person;
2.
  - a) in transporting the Insured Person's body or ashes for burial in the Netherlands or in any other country; and/or
  - b) in transporting the Insured Person's Personal Belongings (as defined in the Personal Belongings Section) back to the Netherlands or to any other country.
  - c) for funeral expenses incurred in the burial or cremation of the Insured Person in the Netherlands or in any other country (such expenses being limited to the amount shown in the Schedule of Benefits).

#### Emergency Repatriation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey ACE will indemnify the Policyholder in respect of Emergency Repatriation Expenses.

#### Specific Definition applicable to Emergency Repatriation Expenses

Emergency Repatriation Expenses shall mean all reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in the Netherlands provided that such repatriation/transportation is:

1. medically necessary; and

2. organised by ACE Assistance.

### Specific Conditions applicable to Emergency Repatriation Expenses

1. ACE Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. The Policyholder and/or Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of ACE Assistance.
3. Any repatriation must be organised by ACE Assistance who will use the most appropriate method including, if necessary, the use of air services and arrange for qualified medical staff to accompany an Insured Person if required.
4. The Policyholder will reimburse ACE in respect of all costs incurred in the event of repatriation services being provided by ACE Assistance in good faith to any person not insured under this Policy.

ACE Assistance also includes the following services:

1. Providing a 24 hour multi-lingual emergency medical assistance service.
2. Guaranteeing the payment of overseas hospital and doctor's accounts outside the Netherlands.
3. Arranging overseas hospitalisation outside the Netherlands and the monitoring of patients in co-operation with the attending local physician.
4. When recommended by ACE Assistance's Chief Medical Officer arranging for the Insured Person to be either:
  - a. repatriated to the Netherlands; or
  - b. transported to a nearer country including, when necessary, organisation of transport, medical escorts and the provision of special medical equipment
 Guaranteeing the payment of overseas hospital and doctor's accounts.
5. Arranging for the services of a local agent to provide assistance and advice.
6. Organising the repatriation of human remains and arranging the necessary import/export documents.
7. Liaising with Netherlands General Practitioners, Hospital Services and patient's relatives.
8. Assisting accompanying relatives of the patient by arranging and paying for additional Accommodation and transport costs.
9. Locating and despatching drugs, contact lenses, glasses, blood and medical equipment which are unavailable at the patient's location.

### Specific Exclusions applicable to Medical and other travel expenses

ACE shall not be liable for:

1. any expenses incurred where a Journey is undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice.
2. any expenses which are recovered from any national insurance programme which is applicable to the Insured Person.
3. any expenses incurred twelve months after:
  - a) emergency repatriation to the Netherlands in respect of expenses of on-going medical treatment as an In-patient; or
  - b) the time of the incurring of the first expense in respect of other expenses.

4. the amount of the Excess shown in the Schedule of Benefits.
5. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome unless it can be proved to the reasonable satisfaction of ACE and their medical advisors that this was contracted as a result of a blood transfusion or other medical treatment received for an unrelated injury or illness whilst on a Journey.
6. any expenses in excess of EUR 25,000 incurred as the result of treatment to a Child who has been born outside the Netherlands during a Journey:
  - a) while such Child is under the age of six months; or
  - b) unless, on the attaining of the age of six months, the Child has been declared healthy by a Qualified Medical Practitioner.
7. any expenses incurred by an Insured Person aged seventy five years or over whilst on a Journey in excess of thirty days duration.

## 2 - Personal Belongings

If during a Period of Insurance the Insured Person sustains loss of or damage to Personal Belongings during a Journey ACE will pay the Policyholder, on behalf of the Insured Person, in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey.

### Specific definition applicable to Personal Belongings

Personal Belongings shall mean personal articles which are the property of the Insured Person; or property, other than Business Equipment or Electronic Business Equipment (as defined under Section 3 – Business Equipment), for which they are responsible; and which are taken on or acquired during the Journey.

### Personal Belongings Delay

If during a Period of Insurance access is denied to all or part of the Insured Person's Personal Belongings for more than four hours during any stage of a Journey (other than the final return stage to the Netherlands) for any reason outside the Policyholder's or Insured Person's control ACE will reimburse the Policyholder in respect of sums paid for the purchase of essential items of replacement clothing or toilet requisites up to the amount shown in the Schedule of Benefits. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

## 3 - Business Equipment

If during a Period of Insurance the Insured Person sustains loss of or damage to:

- a) Electronic Business Equipment; and/or
- b) Other Business Equipment;

during a Journey, ACE will indemnify the Policyholder in respect of such loss or damage up to the amounts shown in the Schedule of Benefits.

### Specific Definition applicable to Business Equipment

Business Equipment shall mean any articles, other than Electronic Business Equipment, used primarily for Business purposes, which are the property of the Policyholder and for which the Insured Person is responsible and which are taken on or acquired during the Journey undertaken by the Insured Person.

Electronic Business Equipment shall mean electronic articles used primarily for Business purposes, which are the property of the Policyholder and for which the Insured Person is responsible and which are taken on or acquired during the Journey undertaken by the Insured Person.

## Specific Exclusions applicable to Personal Belongings and Business Equipment

ACE shall not be liable for:

1. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not);
2. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car;
3. loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any consequential loss arising therefrom;
4. loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
  - b) inherent mechanical or electrical failure, breakdown or derangement; or
  - c) any process of cleaning, restoring, repairing or alteration;
5. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
6. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
7. loss or damage to any items sent as freight or under an airway-bill or bill of lading;
8. loss due to confiscation or detention by customs or any other authority;
9. any items of household furniture, household appliances or household equipment;
10. theft of Electronic Business Equipment not involving forcible or violent means;
11. loss or damage to Electronic Business Equipment which is insured under any other insurance policy;
12. loss of Money as defined in the Money Section;
13. the amount of the Excess (if any) shown in the Schedule of Benefits for Electronic Business Equipment and Business Equipment.

## Specific Conditions applicable to Personal Belongings and Business Equipment

1. On the happening of any loss or damage ACE shall be entitled:
  - a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
  - b) at its own option to repair or replace any article for which it is liable.
2. In the event of total loss or destruction of any article of Personal Belongings the basis of settlement shall be the cost of replacing the article as new provided that:
  - a) the replacement article is substantially the same but not better than the original article when new; and
  - b) proof of purchase/ownership is provided for articles valued in excess of EUR 500; and
  - c) the receipt for the replacement item is provided.
3. In the event of total loss or destruction of any article of Business Equipment or Electronic Business Equipment the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation.
4. In respect of any one Insured Person the Benefit amount shall not be reduced by the amount of any loss during any one Journey and no additional premium shall be payable for such automatic reinstatement of cover.

## 4 - Money

If during a Period of Insurance the Insured Person sustains loss or damage to Money during a Journey, or during the one hundred and twenty hours immediately prior to commencement or subsequent to completion of the Journey, ACE will pay the Policyholder, on behalf of the Insured Person, in respect of such loss up to the amount shown in the Schedule of Benefits for any one Journey.

### Specific Definition applicable to Money

Money shall mean coins or bank notes (cash), postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

### Emergency Replacement of Passport, Visa, Travel Documents or Driving Licence

If during a Period of Insurance and during a Journey the Insured Person sustains loss or theft of or damage to:

1. their passport, visa or other essential travel documents  
ACE will indemnify the Policyholder or Insured Person in respect of fees charged and any reasonable additional travel or Accommodation expenses incurred in replacing them; or
2. their Driving Licence or International Driving Licence  
ACE will indemnify the Policyholder or Insured Person in respect of fees charged by the appropriate authorities in obtaining any official temporary driving licence or replacement licence up to the amount shown in the Schedule of Benefits for any one Insured Person.

### Specific Condition applicable to Money

In respect of any one Insured Person the Benefit amount shall not be reduced by the amount of any loss during any one Journey and no additional premium shall be payable for such automatic reinstatement of cover.

### Specific Exclusions applicable to Money

ACE shall not be liable for:

1. loss or theft of a financial card and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer.
2. loss due to confiscation or detention by customs or any other authority.
3. loss due to devaluation of currency or shortages due to errors or omission during monetary transaction.

## 5 - Disruption

Cancellation, Alteration, Curtailment, Replacement and/or Rearrangement Expenses.

If during a period of insurance an Insured Person is forced to

1. cancel any Journey prior to the commencement of that Journey; or
2. alter the itinerary or curtail any part of a planned Journey; and/or
3. be replaced by another employee during a Journey; or
4. rearrange the Journey;

as the direct and necessary result of any cause outside of the control of the Policyholder or the Insured Person, ACE will indemnify the Policyholder in respect of Cancellation Expenses, Alteration of Itinerary or Curtailment Expenses, Rearrangement Expenses or Replacement Expenses incurred up to the amount shown in the schedule of benefits for any one Journey.

## Specific Definitions applicable to Cancellation, Alteration, Curtailment, Replacement and/or Rearrangement Expenses

Aggregate Limit shall mean the maximum amount shown in the Schedule of Benefits ACE will pay overall for Cancellation Expenses; and/or Alteration of Itinerary or Curtailment Expenses; and/or Rearrangement Expenses; and/or Replacement Expenses, for all Insured Persons in respect of on any one Journey or travelling to any one event.

Alteration of Itinerary or Curtailment Expenses shall mean:

1. Loss of deposits, or charges for advance payments for travel or Accommodation or other charges which have not been used and will not be used, but which become forfeit or payable under contract; and
2. Additional travel and Accommodation expenses.

Cancellation Expenses shall mean loss of deposits or charges for advance payments for travel or Accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.

Rearrangement Expenses shall mean all reasonable travel and Accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and Accommodation shall be of a standard up to but not exceeding that used in the original Journey.

Replacement Expenses shall mean all reasonable travel and Accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and Accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

### Travel Delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel as part of a Journey is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance ACE will pay the amounts shown in the Schedule of Benefits.

### Specific Condition applicable to Disruption

1. If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are irrefundable as a result of cancellation, alteration of itinerary, curtailment or rearrangement ACE shall indemnify the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.
2. If the aggregate amount payable exceeds the Aggregate Limit, the amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by ACE in the name of the Policyholder, one Aggregate Limit per Journey or event, the greatest, shall apply over all.

### Specific Exclusions applicable to Disruption

ACE shall not be liable for:

1. any expenses where a Journey is undertaken against the advice of a medical practitioner or where the purpose of the Journey is to receive medical treatment or advice;
2. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Policyholder or Insured Person;
3. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue;
4. any expenses incurred where a Journey is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 days of the commencement of a pre-booked Journey;
5. any expenses incurred where a Journey is curtailed, altered or rearranged or where an Insured Person must be replaced as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment once a Journey has commenced;
6. any expenses incurred as result of adverse changes in the Policyholder's or an Insured Person's financial circumstances;
7. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
8. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured Trip was booked;
9. any amount in excess of the Aggregate Limit;
10. (applicable to Travel Delay sub-section only)
  - a) any delay where the Insured Person failed to:
    - i) check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
    - ii) obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
  - b) withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.
  - c) The Policyholder or the Insured Person cancelling the Journey and being eligible for indemnity for Cancellation Expenses.

## 6 - Schedule of Liability clauses

### 1 INSURED

- 1.1 The insurance covers:
  - a. the insured;
  - b. minors who are guests, insofar as their liability is not covered by another insurance;
  - c. domestic staff, insofar as their liability is associated with their work for an insured;

### Capacity

- 1.2.0 The insurance covers the insured's liability in his/her capacity as a private individual.
- 1.2.1 Cover does not, however, include liability associated with the exercise of a job or additional job, profession or additional profession, or undertaking

<p>1.2.2 (manual) labour – for payment or not – or the performance of military or civilian (services) duties. Notwithstanding the provisions in article 1.2.1, internship work is included in the cover provided by this insurance, insofar as such work does not relate to the provision of medical treatment, providing advice, preparing designs or calculations or other comparable professional work.</p> <p>1.2.3 The restrictions described in 1.2.1 do not apply to:</p> <p>a. domestic staff as specified in 1.1 at c;</p> <p>b. minor children, if they work for others than the insured during holidays or free time, for payment or not. The children's liability in this case is only insured to the extent that their liability is not covered by another insurance. Claims by the employer or those deriving right from him or relations succeeding to his estate are not covered.</p> <p>1.2.4 Other insurances: the coverage described above applies exclusively if and to the extent that the liability is not recoverable or sufficiently recoverable under a different insurance, whether predating this insurance or not. This insurance excludes any self-insured amount under any other current policy.</p> <p><b>2 SCOPE OF THE COVERAGE</b></p> <p>Liability/loss</p> <p>2.1.0 The insurance covers the liability of the insured in their capacity as mentioned above for losses caused or arising during the time of insurance, for all insured collectively up to a maximum of €1,000,000 per event.</p> <p>2.1.1 References throughout these conditions to loss include loss to persons and loss to property. 'Loss to persons' means loss through injury or impact upon the health of persons, whether or not resulting in death, including any consequential loss arising therefrom. 'Loss to property' means loss caused by damage to and/or destruction of and/or the loss of property belonging to others than the insured, including any consequential loss arising therefrom.</p> <p>2.2.0 Mutual liability The liability of the insured, mentioned above, as regards each other is only covered in respect of the loss to persons sustained by the insured concerned and to the extent that these insured have no claims elsewhere in relation to the event.</p> <p>2.2.1 The liability of an insured towards domestic staff for loss as a result of accidents at work is also insured as regards loss to property.</p> <p>2.2.2 No compensation shall be awarded if the claimant party is anyone other than a natural person directly involved and affected by the event or his relations succeeding to his estate.</p> <p>Procedural expenses and statutory interest</p> <p>2.3 The following will be paid in addition to the insured amount:</p> <p>a. the expenses of proceedings undertaken with the approval or at the request of the insurer and legal assistance provided on the insurer's instructions;</p> <p>b. the statutory interest on that part of the principal amount covered by the insurance.</p> <p>Grant of security</p> <p>2.4.0 If a government department demands valid security as security for the rights of disadvantaged parties, as</p>	<p>a consequence of loss covered by the insurance, the insurer shall provide this security up to a maximum of 10% of the insured amount.</p> <p>2.4.1 The insured is obliged to authorise the insurer to intromit with the security as soon as it is released and is also obliged to lend all necessary cooperation to secure repayment thereof.</p> <p>Immovable property</p> <p>2.5.0 The following are covered in relation to immovable property:</p> <p>a. the liability of the insured;</p> <p>b. the liability of an insured for loss caused by fire, fire-fighting and explosion to a residence (including a holiday residence or apartment) leased by him/her on the basis of a lease agreement as well as property situated therein, insofar as the insured is not the owner/holder/hire purchaser of that property.</p> <p>2.5.1 Cover is not provided for other cases of liability for loss to immovable property, including liability for loss to immovable property in the course of construction or exploitation.</p> <p><b>3 ADDITIONAL EXCLUSIONS</b></p> <p>Intent</p> <p>3.1.0 The insurance does not cover the liability of an insured for loss that is the intended or certain consequence for him/her of his/her acts or omissions. The insurer will not, however, invoke this exclusion in relation to the liability of children up to and including the age of 15 years.</p> <p>3.1.1 The insurance does not cover the liability of an insured, acting with others in a group context, for loss sustained by legal entities that is the intended or certain consequence of conduct or a course of conduct by the group, even in cases where the insured himself has not intentionally caused this loss.</p> <p>Motor vehicles</p> <p>3.2.0 The insurance does not cover liability for loss caused by or with a motor vehicle (which is deemed also to include motorcycles and agricultural and construction vehicles) that is owned, possessed, held, driven or used by an insured.</p> <p>3.2.1 The exclusion described in 3.2.0 does not, however, apply to:</p> <p>Passengers</p> <p>a. the liability of an insured for loss sustained by him/her as a passenger in a motor vehicle, including loss to that motor vehicle; A passenger is understood to include a person situated in or on a motor vehicle or entering or leaving such motor vehicle without personally being the driver of the motor vehicle. The provisions in 2.2.0 to 2.2.2 in relation to mutual liability and in 4.1.0 to 4.1.2 in relation to intent remain in full force and effect, however.</p> <p>Non-owners' liability</p> <p>b. the liability of insured mentioned in 1.1 for loss caused by domestic staff with or by a motor vehicle owned or possessed by no other insured apart from the domestic staff;</p> <p>Motor mowers/model cars</p> <p>c. the liability of the insured for loss caused by motor-driven mowing machines, children's toys and suchlike consumer items, provided that they cannot exceed a speed of 10 km per hour, as well as remote-controlled model cars;</p> <p>Caravans, trailers, boat trailers</p>
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<p>d. the liability of the insured for loss occasioned to third parties by or with trailers, caravans and boat trailers provided these are connected to a motor vehicle and the loss does not arise as a result of separation due to a defect, any other defect of the linkage or an incorrect method of attachment or removal;</p> <p>Loading and unloading</p> <p>e. the liability of the insured for loss occasioned to third parties by or with luggage or other goods while these are being loaded or unloaded into or from a motor vehicle;</p> <p>Joyriding</p> <p>f. the liability of the insured for loss occasioned during joyriding with and to a motor vehicle, notwithstanding the provisions in 10.4.1.0 to 10.4.1.2 inclusive relating to intent, provided that the perpetrator is below the age of 18 years. Joyriding is understood to include every unlawful use of a motor vehicle, without the intention of appropriating that motor vehicle. The liability for loss, in the event of theft or embezzlement of the motor vehicle, remains excluded from the cover. In cases of joyriding without the commission of violence, this cover does not apply if liability insurance has been concluded for the motor vehicle.</p> <p>3.2.2 The cover described in 3.2.1 at a to e inclusive does not apply insofar as the liability is covered by a different insurance.</p> <p>Marine vessels</p> <p>3.3.0 Liability for loss caused by or with a marine vessel is not insured.</p> <p>3.3.1 The exclusion described in 3.3.0 does not, however, apply to:</p> <p>Rowing boats, canoes, surfboards, model boats</p> <p>a. the liability for loss caused with or by rowing boats, canoes, surfboards and remote-controlled model boats;</p> <p>Small sailing boats</p> <p>b. the liability for loss to persons caused with or by sailing boats with a maximum sail area of 16 m<sup>2</sup>;</p> <p>Passengers</p> <p>c. the liability for loss caused as a passenger in a marine vessel, including loss to that marine vessel; The provisions in 2.2.0 to 2.2.2 in relation to mutual liability and in 4.1.0 to 4.1.2 in relation to intent remain in full force and effect, however.</p> <p>Joyriding in marine vessels</p> <p>d. the liability of the insured for loss occasioned during joyriding with and, notwithstanding the provisions in 4.1.0 to 4.1.2 inclusive relating to intent, to a marine vessel, provided that the perpetrator is below the age of 18 years. The liability for loss in the event of theft or embezzlement of the marine vessel remains excluded from the cover.</p> <p>3.3.2 The cover described in 3.3.1 at a to c inclusive does not apply if these marine vessels are equipped with an (outboard) engine whose power exceeds 3 kW (approx. 4 PK); The cover described in 3.3.1 at a to d inclusive does not apply insofar as the liability is covered by a different insurance.</p> <p>Aircraft</p> <p>3.4.0 The insurance does not cover liability for loss occasioned by or with an aircraft, a model aircraft, a sailplane, a target drone, a paraglider, a kite, an airship, a model rocket or a balloon whose diameter exceeds 1 metre in its fully inflated condition.</p>	<p>3.4.1 The exclusion described in 3.4.0 does not, however, apply to:</p> <p>Model aircraft</p> <p>a. the liability for loss caused with or by model aircraft whose weight does not exceed a maximum of 20 kg;</p> <p>Passengers</p> <p>b. the liability of an insured for loss sustained by him/her as a passenger in an aircraft, including loss to that aircraft; The provisions in 2.2.0 to 2.2.2 in relation to mutual liability and in 4.1.0 to 4.1.2 in relation to intent remain in full force and effect, however.</p> <p>3.4.2 The cover described in 3.4.1 at a and b does not apply insofar as the liability is covered by a different insurance.</p> <p>Weapons</p> <p>The insurance does not cover liability for loss caused in connection with the possession and/or use of (firing) weapons.</p> <p>4 GOODS IN TRUST</p> <p>4.1.0 The insurance does not cover liability for losses: the property in the possession of an insured or someone acting on his/her behalf</p> <p>- under a hire, lease, tenancy, pledge or usufruct (including the right to use and habitation);</p> <p>- pursuant to the exercise of a business or additional business, professional or additional profession, the performance of manual labour, otherwise than as a favour, and the performance of military or civilian service duties.</p> <p>b. to property in the custody of an insured unlawfully;</p> <p>c. to motor vehicles, caravans including static caravans, collapsible trailers, motorised and ceiling marine vessels including sailboards and aircraft in the possession of an insured or a person acting on his/her behalf;</p> <p>d. consisting of and/or resulting from loss, theft or misplacement of money, negotiable instruments, bank, giro or payment cards or credit cards in the possession of an insured or someone acting on his/her behalf.</p> <p>4.1.1 Liability is, however, insured for loss: to property in the possession of an insured, otherwise than in the cases specified at 4.1.0, a to d inclusive, up to a sum of €10,000 per event; to property belonging to an intern and held by the insured during internal work, up to a sum of €10,000 per event.</p> <p>4.1.2 Cover for the liability for damage by fire etc. to the rented residence as specified in 2.5.0 at b and for loss as a passenger as specified in 3.2.1 to 3.2.2, 3.3.1 to 3.3.2 and 3.4.1 to 3.4.2 remains in full force and effect, however.</p> <p>5 LOSS</p> <p>Loss adjustment and payment</p> <p>5.5.0 The insurer undertakes responsibility for adjusting and establishing the loss.</p> <p>5.5.1 The insurer is entitled to discharge any disadvantaged third parties and to agree compromises with them. In doing so, it will take into consideration the interests of the insured.</p> <p>5.5.2 If the compensation to be paid consists in whole or in part of periodical payments and if the cash value of the periodical payments plus the other</p>
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compensation payments exceeds the insured amount, then the term or level of the periodical payments will be established pro rata.

amount payable for each Insured Person shall be proportionately reduced until the total does not exceed the Aggregate Limit.

## 7 - Political and Natural Disaster Evacuation

If during the Period of Insurance whilst the Insured Person is travelling on a Journey outside the Netherlands an Insured Event occurs, ACE will indemnify the Policyholder for Evacuation Expenses or Accommodation Expenses up to the amount stated in the Schedule of Benefits.

### Specific Definitions applicable to Political and Natural Disaster Evacuation

Accommodation Expenses shall mean the reasonable costs of alternative accommodation necessarily incurred by the Policyholder or the Insured Person where it is not possible to evacuate the Insured Person to the Netherlands or nearest place of safety.

Aggregate Limit shall mean the maximum amount shown in the Schedule of Benefits that ACE will pay for any one Insured Event and/or all Insured Events occurring during any one Period of Insurance. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by ACE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

Evacuation Expenses shall mean:

1. the costs of additional accommodation, transportation and other expenses reasonably and necessarily incurred by the Policyholder or the Insured Person in evacuating the Insured Person to the Netherlands or the nearest place of safety and returning when the situation has stabilised and when the Local Authorities advise it is safe to do so.
2. Salary costs of the Insured Person during the period of dislocation.

Insured Event shall mean:

1. the Dutch Government, through its Foreign and Commonwealth Office, issue a travel advice for a particular country or region in which the Insured Person is travelling, recommending that certain categories of person, which includes the Insured Person, should leave that country or region; or
2. Local Authorities:
  - a) Declare a state of emergency necessitating immediate evacuation;
  - b) formally recommend or instruct that the Insured Person or certain categories of person, including the Insured Person, should leave that country or region for safety reasons; or
  - c) seize, confiscate or expropriate the Policyholder's property and/or the Insured Person's property; or
  - d) expel the Insured Person or declare the Insured Person persona non grata.

Local Authorities shall mean any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling.

### Specific Conditions applicable to Political and Natural Disaster Evacuation Coverage

1. Where the Insured Person is entitled to a refund on an unused ticket, ACE shall be entitled to deduct the value of the unused portion from any claim;
2. ACE Assistance (Security Services) must be informed immediately of any Insured Event or as soon as reasonably possible thereafter;
3. If the total of all claims under this sub-section in any Period of Insurance exceeds the Aggregate Limit, the

### Specific Exclusions applicable to Political and Natural Disaster Evacuation

ACE shall not be liable to pay any claim:

1. if the Policyholder or the Insured Person has violated the laws or regulations of the country where the Insured Event occurs;
2. if the Insured Person fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country where he/she is on a Journey;
3. for Accommodation or Evacuation Expenses incurred more than 30 days before or after an Insured Event;
4. if property of the Policyholder or Insured Person is repossessed by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of the Policyholder or Insured Person;
5. if the Policyholder or the Insured Person fails to honour any contractual obligation, bond or specific performance condition in a license;
6. if the Insured Person is a national of the country in which the Insured Event occurs;
7. if the conditions leading to the Insured Person's departure were in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on an Insured Journey;
8. for more than one Event in any one Period of Insurance;
9. for any amount in excess of the Aggregate Limit.

## 8- Deprivation of Liberty – Hijack

### GENERAL – Article 1

#### 1.1 Framework conditions

These conditions form an integral and inalienable whole with the general conditions declared applicable for this contract.

### COVER – Article 2

#### 2.1 Description of cover

The Insurer compensates each complete period of twenty-four hours that an Insured person is forcibly detained while on a business journey as a consequence of hijacking, abduction or unlawful imprisonment, this in an amount of EUR 400.--, to a maximum of EUR 20 000.--.

The Insurer further pays for advice in case of abduction during a business journey - other than ransom money - in order to secure the release of the Insured person, this up to a maximum of EUR 125 000.--.

### EXCLUSIONS – Article 3

#### 3.1 Exclusions

No right to compensation exists in case of:

- a. fraudulent, dishonest or criminal action on the part of the Policyholder, an Insured person or an accomplice. This exclusion does not apply in a situation in which the local authorities regard such payment as illegal.
- b. an Insured person for whom an abduction Insurance was cancelled or refused in the past.

- c. hijacking, abduction or unlawful imprisonment in the country of the place of residence of the Insured person.
- d. abduction for ransom taking place in Colombia, Iraq, Nigeria, the Philippines, Afghanistan and all other countries known to have persistent problems with unlawful imprisonment or detention.

#### LOSS OR DAMAGE – Article 4

##### 4.1 Obligations

The Policyholder, the Insured persons or a representative of any one of them must contact ACE Assistance as quickly

as possible in case of an incident of hijacking, abduction or unlawful imprisonment or detention. Failure to comply with this obligation may result in the refusal of payment of compensation.

## 9 - FINAL PROVISIONS

### 9.1 Complaints procedure

Complaints and disputes concerning the existence or execution of the present **Insurance** Agreement may be referred to the **Insurer's** Management Board. If the **Insured** finds the **Insurer's** decision unsatisfactory, the **Insured** may refer the matter to the Stichting Klachteninstituut Financiële Dienstverlening, Postbus 93257, 2509 AG Den Haag, telephone 0900 3 552 248 (EUR 0.10 p/min). If the **Insured** does not wish to avail him/herself of this complaints processing possibility, or finds the processing or the outcome thereof unsatisfactory, he/she may refer the case for settlement by the competent court of law.

### 9.2 Privacy regulation

Particulars and details are requested from persons applying for **Insurance**. These are processed by the **Insurer** for the purpose of activating and executing agreements for the pursuit of marketing activities; for the purpose of guaranteeing the security and integrity of the financial sector; for statistical analysis and to comply with the relevant legal obligations.

In the interests of a responsible acceptance **Policy** the **Insurer** may consult your details at the Stichting CIS, Zeist. In this context members of the Stichting CIS can also mutually exchange information. The objective is to contain risks and to combat fraud. The privacy regulation of the Stichting CIS is applicable. See [www.stichtingcis.nl](http://www.stichtingcis.nl).

The processing of personal particulars and details is governed by the Code of Conduct "Processing of Personal Data Financial Institutions" (Gedragscode "Verwerking Persoonsgegevens Financiële Instellingen"). You can obtain a consumer brochure explaining the Code from your local financial institution. You may consult the complete text of the Code via the website of the Association of Insurers (Verbond van Verzekeraars) [www.verzekeraars.nl](http://www.verzekeraars.nl). The full text of the Code may also be consulted via the site of the Nederlandse Vereniging van Banken [www.nvb.nl](http://www.nvb.nl). You may also request the Code from the Verbond van Verzekeraars (Postbus 93450, 2509 AL Den Haag, telephone 070-3338500) or from the Nederlandse Vereniging van Banken (Postbus 3543, 1001 AH Amsterdam, 020-5502888).

#### INSURER

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