Collective accident insurance

Policy conditions

TRANSLATION
These conditions have been translated from the original Dutch wording. In case of differences between the wording of these conditions and the original Dutch wording, the provisions of the latter shall prevail.
Collective accident insurance

The Collective accident insurance is an insurance cover for your employees. In the event of death or permanent disability as a result of an accident, the insured amount is paid out in full or in part.

The policy conditions of this insurance are set out below. These are important for an insurance policy. The following, amongst others, are included:

- the applicable rules;
- our and your obligations;
- how the premium is established;
- the reimbursements or help to which you are entitled;
- what you should do in the event of a claim;

It is important that you read these policy conditions carefully. This will ensure that you are fully aware of what actions you should take and your entitlements.

We will send you a policy schedule if you take out insurance with us. This policy schedule sets out your coverage. Any special conditions that are applicable to this policy can also be included on this. Please make sure that you safely store this policy schedule and accompanying documents.

Reading guide to these policy conditions.
Check the table of contents for the topic you wish to learn more about. This is the quickest way to find the topic.

A description of the General Conditions is given after the explanation of the used terms. These are the conditions that apply for the entire insurance. After this, we then describe the conditions per cover. The cover that you have taken out is given on the policy schedule.

If you would like to know whether you are entitled to a reimbursement, do not just look at what is insured, it is also important that you look at what is not insured. The amount of the maximum reimbursement or other special details also influence the amount that will be reimbursed.

Would you like additional information?
Do you have any questions concerning this insurance? Then do not hesitate to contact us. Was the insurance taken out through an intermediary? Then contact your intermediary. You can also visit our website, www.tvm.nl, for more information on this insurance.
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Explanation of the used terms

The following terms and words are explained to ensure these policy conditions are as comprehensible as possible.

- **A.M.A. Guide:** Guide to the Evaluation of Permanent Impairment. This is a publication of the American Medical Association. This publication offers exact and generally used standards for determining the extent of permanent disability. We apply the latest version supplemented with the guidelines of the Dutch Specialist Associations.

- **Nuclear reaction:** any nuclear reaction in which energy is released such as nuclear fusion, nuclear fission or artificial and natural radioactivity.

- **CAO:** Collective Labour Agreement for the Road Haulage sector and the hire of mobile cranes.

- **Fraud:** fraud occurs when you intentionally mislead or try to mislead us in order to receive a reimbursement or benefit to which there is no entitlement. Also included under fraud is seeking to benefit in another way without being entitled to a reimbursement, allowance or benefit or when you intentionally provide us with wrong information.

- **Authorised agent:** an authorised agent is a financial services provider that has the power (‘Authority’) to act on our behalf. An authorised agent has the authority to act almost completely on our behalf. The authorised agent performs these tasks at our ‘expense and risk’.

- **Annual pay:** the gross annual pay that you pay to an employee and report to the Tax Authorities as wage for the employed persons insurance schemes (with a maximum per employee up to the benefit limit according to the Work and Income (Ability to Work) Act (WIA)).

- **Employee:** the person with whom you have an employment contract and who is for this reason insured according to the WIA.

- **Acts of war:** this includes armed conflict, civil war, uprising, civil commotion, riots and mutiny. These six forms of acts of war and their definitions are part of the text that was filed in the registry of the District Court in The Hague by the Dutch Association of Insurers on 2 November 1981.

- **Accident:** a sudden impact of physical violence from outside on the body that directly leads to physical injury or the death of the insured person, and which a doctor should be able to establish. Accident also includes the following:
  - dislocation, sprain and the tearing of muscles and tendons caused by a sudden physical effort.
  - wound infection and blood poisoning as a result of an accident;
  - complications or worsening caused by first aid or medical treatment after an accident;
  - direct effects of or poisoning through a gas, vapour or substance and also contamination through the contracting of diseases or allergens as a result of an involuntary fall into water or any other substance;
  - burning, drowning, suffocation, freezing, sunstroke, exhaustion, death from starvation or thirst and being struck by lightening or some other form of electrical discharge;
  - permanent neck complaints and/or secondary symptoms after an acceleration/deceleration trauma of the cervical spinal column (Whiplash syndrome);

  An accident is not:
  - the contracting of diseases such as malaria, typhus, plague, or sleeping illness through an insect bite or sting;
  - any hernias, ruptures, backache, tennis elbow, pulled muscle or partial muscle rupture caused in whatever way;
  - suicide.

- **Policy schedule:** this states your insurance cover. These pages are part of the policy conditions.

- **Total annual pay:** the gross annual pay that you pay to an employee and report to the Tax Authorities as wage for the employed persons insurance schemes (with a maximum per employee up to the benefit limit according to the Work and Income (Ability to Work) Act (WIA)).

- **You/Policyholder:** the person who took out the insurance contract with us.

- **The insured:** every employee with whom you have an employment contract and for whom you pay tax. The person(s) who is/are explicitly mentioned on the policy schedule is/are also the insured (parties).

- **WIA:** Work and Income (Ability to Work) Act.

- **We/ourselves/us:** TVM verzekeringen, part of TVM verzekeringen N.V.
General Conditions

The conditions that are applicable on the entire insurance are set down in this chapter. Thus, please make sure that you read this carefully so that you will not have any unpleasant surprises later on. The law of the Netherlands is applicable on this insurance. The details that you have supplied form the basis for the insurance.

1. With who are you insured?

You are insured with TVM verzekeringen, part of TVM verzekeringen N.V. Our address is: Van Limburg Stirumstraat 250, Postbus 130, 7900 AC, Hoogeveen, www.tvm.nl, Chamber of Commerce number: 53388992.

By taking out this insurance you are entitled to apply for membership to the Coöperatie TVM U.A. This is not possible if the insurance is handled by an authorised agent of TVM or if your company is established abroad. The Coöperatie TVM U.A. is entitled to cancel the membership if the insurance is going to be handled by an authorised agent.

2. What rules are in place for the commencement and end of the insurance?

2.1. Commencement date and renewal of the insurance

- The insurance commences on the commencement date stated on the policy schedule.
- The contract renewal date of your insurance is also stated on the policy schedule. If you do not conclude a new agreement with us before this date, then the insurance is automatically renewed for a period of twelve months.
- You or the insured have no entitlement to reimbursement in the event of an accident that you or the insured suffered before the commencement date of the insurance.

2.2. When can you terminate the insurance?

- You can terminate the insurance at any given moment in writing if you have not concluded any new agreement with us after the first contract term. A notice period of one month applies for this.
- You can terminate the insurance in writing per contract renewal date, if you have agreed a (new) contract term with us. A notice period of two months is applicable in such an instance.

2.3. When can we terminate the insurance?

- We are entitled to terminate the insurance per contract renewal date if we inform you of this in writing two months before the contract renewal date.
- We can terminate the insurance with immediate effect if:
  - your company ceases to exist;
  - it is established that there is a case of (an attempt to commit) fraud. We then cancel the insurance on the date that is given in the letter in which we inform you of this;
  - you no longer have an interest in the insurance. It is important that you inform us of this as soon as possible.

We refund any premium paid in excess. We will not do this in the event of fraud or where you intentionally attempt to mislead us.

3. Are we entitled to change the conditions or the premium?

We are entitled to change (in the interim) the premium and/or conditions of this insurance. If you inform us in writing that you do not agree with this then the insurance terminates on the said date of change that is given in the letter in which we informed you of the change.

You are not permitted to terminate the insurance if the change is the result of:
- a legal provision;
- an extension of the cover;
- a reduction of the premium;
- a premium adjustment through retroactive settlement.

4. How do we treat your personal details?

We use your data for acceptance and administration of your insurance, for statistical analyses and for the prevention and combating of fraud. We furthermore use your data to comply with legal obligations and for marketing activities. When using your data, we adhere to the Code of Conduct for the Processing of Personal Data by Financial Institutions (see www.verzekeraars.nl). If you feel that we have acted in a way that is contrary to this code of conduct, then do not hesitate to contact us.

We also exchange your claim and insurance data with the Foundation Central Information System (Stichting Centraal Informatie Systeem, (CIS)). The purpose of this is to pursue a responsible policy in the event of claims and acceptance of insurances and to tackle fraud. The privacy regulations of the Foundation CIS are applicable on this. Would you like to know more? Then go to: www.stichtingcis.nl

5. What are your options in the event of complaints?

If you have a complaint then do not hesitate to contact us. If your complaint cannot be resolved by our employee, then you can submit your complaint to our internal complaints desk. Complaints can be submitted via klachtenloket@tvm.nl. If you are still not satisfied with our offered solution, then you can bring your complaint before the court.
6. What obligations are imposed on you?

6.1. What do we expect from you?
We expect you to:
- adhere to the agreed rules and to the government regulations;
- supply all the information that could be important for the settlement of the claim;
- cooperate in order for the claim to be settled quickly and properly;
- supply us with the correct information when taking out or modifying the insurance. For example, in the event of:
  - a change in the business activities;
  - a company takeover;
  - a request from us that you forward the original supporting documents;
- timely payment of your premium.

6.2. What will happen if you do not meet your obligations?
If you do not adhere to the rules and instructions, we could suffer a loss as a result. This entitles us to:
- not pay or only pay part of your claim;
- cancel the insurance;
- increase the premium;
- have you pay back payments and/or the costs we have incurred;
- Any case of fraud or attempt to commit fraud is reported to the police;
- We can also register you in the database of the Foundation Central Information System (Foundation CIS) that is maintained by insurance companies. For more information about this, please go to: www.stichtingcis.nl

7. What should you do in the event of a change of business activities or a company takeover?
A change in business activities or a company takeover should be reported to us as quickly as possible. We will inform you whether we will continue to offer the insurance and if yes, for which conditions. You will be informed of this thirty days after we have received the information.

8. How do we establish the premium?
- The premium is a percentage of the total annual pay.
- The premium is an advance premium, as the total annual pay is only known at the end of the each year. We use the total annual pay that you expect to pay when calculating the advance premium.
- The definitive premium that you have to pay is calculated after the end of each year on the actual annual pay of that year.
- The premium that we charge consists of a retroactive settlement for the past year and an advance for the new year. We refund any advance premium paid in excess. If you have underpaid on your advance premium then you must pay an additional amount to us.
- You shall provide us with the data of the past year no later than three months after each calendar year has ended.

9. What rules apply for the payment of the premium?
- The insurance commences on the agreed date when you pay the first premium within thirty days after the invoice date. If you fail to do this: Then we assume that you are no longer interested in taking out the insurance.
- You also pay the following premiums within thirty days. If you fail to pay on time then we cancel the insurance. We will inform you of this.
- If the insurance is cancelled, then any new claims are not insured. You do though still have to pay the owed premium and any costs. Make sure you pay the premium, administration costs, statutory interest and any collection charges as soon as possible. You are once again insured the day after we have received and accepted this money. This is not applied retroactively. You will not be insured for the period between the cancellation of the insurance and when you resume payments.

10. What is not insured?
We provide no assistance and pay no claims if these have been caused by:
- intent, conditional intent, wilful or unintentional recklessness or with the approval of you, an insured or a person entitled to payment;
- nuclear reactions;
- acts of war;
- (bio)chemical, biological or electromagnetic weapons.

We also pay no claims:
- when the employee is under the influence of alcohol, drugs or medication during the accident; If the medication is prescribed by a doctor and you follow the instruction leaflet of the medication: Then we do pay out in this instance.
- in the event of fraud;
- to persons, companies, authorities and other parties where this is not permitted because of national or international agreements.

11. When and in which countries are you insured?
The insurance applies 24-hours a day in all countries across the world.
12. What should you do in the event of an accident to an employee?

The accident should be reported to us as soon as possible within three days at the very latest. In case of death caused by an accident, this should be reported to us at least 48 hours before the funeral or cremation. This can be done in the following ways:

- Internet: www.mijntvm.nl
- By telephone: 0528 29 27 00
- E-mail: smd@tvm.nl
- By post: Antwoordnummer 70 7900 VB Hoogeveen

What should you do?
- forward all documents that relate to the accident to us as soon as possible;
- we can engage an expert for determining the reimbursement. The costs incurred for this are for our account;
- you and the insured must cooperate with a possible medical examination and medical treatment;
- is there a difference regarding the nature, scope or consequences of the accident? Then a commission of three doctors will decide on this. One doctor is appointed by the insured, one is appointed by us and the third one is chosen by both doctors;
- if you do not agree with a decision by us or of the appointed doctor regarding the reimbursement, then you should inform us of this within one year. If you fail to do this then the decision regarding the reimbursement becomes final.

13. How is a claim as a result of terrorism arranged?

A claim caused by terrorism is reimbursed based on the Claims Settlement Protocol and the accompanying Terrorism Cover Clause Sheet of the Dutch Reinsurance Company for Terrorism Damages (clausuleblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden (NHT)). If you want the complete text of the protocol and the clause sheet, please go to: www.terrorismeverzekerd.nl or www.tvm.nl.

This means that if you have suffered damage as a result of an act of terrorism your claim might not be fully reimbursed.
Conditions per cover

This chapter describes the conditions per cover.

14. Collective accident insurance

14.1. What insurance cover do you have in the event of an accident to an employee?
This insurance entitles your employees to a payment in the event of death or permanent disability caused by an accident. This insurance meets the set requirements in the CAO.
The below overview sets out how the payment is calculated and the maximum amount of the payment.

| What is insured? | • Death or permanent disability of insured caused by an accident.  
|                 | • In the event of death, the insured amount is the annual pay of the employee.  
|                 | • In the event of permanent disability, the insured amount is twice the annual pay of the employee.  

| Maximum payment per accident | • In the event of death; one times the annual pay.  
|                              | • In the event of permanent disability; two times the annual pay.  
|                              | For employees who, at the moment of the accident, are not yet working for you for one year, we still apply a complete annual pay as starting point.  
|                              | • If the annual pay is deemed to be up to the maximum benefits limit according to WIA (in 2014 €51,417).  

| How do we set the compensation? | • In the event of death caused by an accident, we reimburse the insured amount. The amounts that have already been reimbursed for permanent disability for this same accident are deducted from the payment.  
|                                | • In the event of permanent disability, the insured receives a percentage of the insured amount. The payment percentage in the event of complete or partial loss of bodily function is:  
|                                | • 100% in the event of loss of vision in both eyes, 30% in the event of loss of vision in one eye;  
|                                | • 50% in the event of loss of hearing in both ears, 20% in the event of loss of hearing in one ear;  
|                                | • 70% for a leg up to the hip joint;  
|                                | • 60% for a leg up to the knee joint;  
|                                | • 30% for a foot up to the ankle joint;  
|                                | • 5% for a big toe and 3% for every other toe;  
|                                | • 75% for an arm up to the shoulder joint;  
|                                | • 67.5% for an arm up to the elbow joint;  
|                                | • 60% for the elbow joint;  
|                                | • 5% for a thumb;  
|                                | • 15% for an index finger, 12% for a middle finger, 10% for a ring finger or a little finger.  
|                                | • Maximum 5% in the event of functional limitations of the cervical spinal column as a consequence of a whiplash syndrome.  
|                                | • In the event of permanent disability other than what is described herein above, a percentage of the insured amount that is equal to the percentage of permanent disability is reimbursed. This percentage is set by our medical advisor according to standards that are set down in the latest version of the A.M.A. Guide and where possible is calculated toward a total percentage of the upper extremity (arm up to shoulder joint) and/or the lower extremity (leg up to hip joint).  
|                                | • Did an accident cause multiple injuries? Then the payment is insofar as is possible determined following the abovementioned percentages at total loss or partial loss of bodily function. For the other injury, the payment is determined based on the percentage of permanent disability. This percentage is set by our medical advisor according to standards that are set down in the latest version of the A.M.A. Guide and where possible is calculated toward a total percentage of the upper extremity (arm up to shoulder joint) and/or the lower extremity (leg up to hip joint).  
|                                | • When determining the percentage of permanent disability no account is taken of the occupation of the insured.  
|                                | • We determine the extent of the permanent disability as soon as the condition is stable (thus, when it will no longer or improve or worsen).  
|                                | • If the insured should die before the determination of the percentage of permanent disability and this is not caused by the accident, we effect a payment for permanent disability. We determine the amount of the payment based on medical reports, in which the expected degree of (partial) loss of bodily function is stated, if the insured had not died.  
|                                | • If existing illnesses and/or disabilities worsen the consequences of an accident, then, when determining the payment, we take as starting point in this situation that the insured would have been completely able and healthy.  
|                                | • When no permanent disability percentage has still been set after 1 year: Then the amount of the payment (after the first year) is increased by 5% per year.
How do we set the compensation?

- The payment is made to the person that suffered the accident. In the event of the death of this person, the payment is made to:
  - the spouse of insured, if insured at the moment of death is married;
  - the partner of insured as set down in the notarial cohabitation contract or the ‘registered partnership’, by which the insured at the moment of death cohabits without being married.
  - If insured at the moment of death has no spouse or partner then the payment is made to the legal heirs. If there are no heirs then no payment is made.

Is income tax deducted?

- If income tax has to be paid on the payment, then these taxes are deducted from the amount that we pay. We pay this income tax to the Tax Authorities.

Excess

- None

Calculation example

One of your employees is involved in an accident. The accident results in the loss of his leg up to the knee joint, resulting in permanent disability. The employee has an annual salary of €30,000.

The insured amount for permanent disability is twice the annual pay. In this instance, this would be twice €30,000 = €60,000.

For the loss of a leg up to the knee joint we reimburse 60% of the insured amount. The amount to be paid is then: 60% of €60,000 = €36,000.

14.2. When do we set the amount of the payment?

- We shall determine the amount of the payment as soon as we have all the data and a definitive medical conclusion has been reached and inform you of this.
- Is it still not possible to determine the extent of the permanent disability due to the fact that this can still change? Then we are entitled, in all reasonableness, to delay decision on the payment.

See also article 12 'What should you do in the event of an accident to an employee?'.

14.3. We also pay no claims when;

There are instances where the insured receives no payment. These are given below.

What is not insured?

- Insured does not receive payment:
  - on that part of the disability that already existed before the accident;
  - in the event of fighting or wilful recklessness (risky undertaking). This is though insured if it is an attempt to rescue a person or an animal. It is also insured if it concerns self-defence and fending off imminent danger;
  - in the event of committing a crime or being involved in one;
  - as a crew member participating in air traffic;
  - in the event of mountain climbing or glacier trips. This is though insured if ways are followed that can also be climbed without risk by untrained persons;
  - in the event of participation in dangerous competitions;
  - when performing a sport as secondary work activities;
  - if an accident is the result of current illness of insured; If the illness is the result of a previous accident that was insured, then that is insured;
  - when the consequences of an accident are aggravated by an existing illness or a mental or physical defect;
  - if the employee is 70 years of age or older;
  - In case of psychological disorders. This is though insured if this is the result of brain injury caused by the accident;

See article 10 ‘What is not insured?’ for more on what is not insured.

No entitlement to payment

- No entitlement to payment exists if the accident has still not been reported three years after the accident.

Clarification of dangerous competitions: For dangerous competitions, you should consider, for example competitions that carry more than the normal risk such as: ice hockey, ski races, sledding sports in mountainous regions, cycling, boxing, wrestling, rugby, equestrian competitions, speed, record and performance runs per scooter, motorbike or car and trainings for these. Speed, record and performance runs per scooter, motorbikes or car are though insured if they exclusively concern orientation and map reading competitions.