

# PERSONAL ACCIDENT INSURANCE

## policy terms and conditions OOV2023

### CHAPTER 1 – DEFINITIONS

1.1	POLICYHOLDER (hereinafter referred to as 'you' and 'your')	3
1.2	INSURED	3
1.3	INSURER (hereinafter referred to as 'we', 'us', 'our')	3
1.4	INSURANCE POLICY	3
1.5	PERSON ON BOARD	3
1.6	ACCIDENT	3
1.7	CERTIFICATE OF INSURANCE	3
1.8	VESSEL	3
1.9	PERIOD OF INSURANCE	3
1.10	GOVERNING LAW	3
1.11	USE OF PERSONAL DATA	3
1.12	ACCIDENTAL INJURY	4
1.13	PERMANENT INVALIDITY	4
1.14	BENEFICIARY	4
1.15	FRAUD	4
1.16	INTENT AND SERIOUS RECKLESSNESS	4
1.17	SANCTIONS LIST	4
1.18	COMPLAINTS PROCEDURE	4
1.19	TERRORISM	4

### CHAPTER 2 – WHAT DOES YOUR INSURANCE POLICY COVER AND WHAT IS EXCLUDED?

2.1	SCOPE OF COVER	4
2.2	DEATH	4
2.3	TOTAL PERMANENT INVALIDITY	4
2.4	PARTIAL PERMANENT INVALIDITY	5
2.5	MEDICAL COSTS	5
2.6	EXISTING INVALIDITY OR SICKLY CONDITION	5
2.7	EXCLUSIONS	5

### CHAPTER 3 – THERE IS LOSS OR DAMAGE

3.1	OBLIGATIONS AFTER AN ACCIDENT	6
3.2	DETERMINATION OF PAYMENTS AND BENEFITS	6

### CHAPTER 4 – PREMIUM

4.1	INITIAL PREMIUM	6
4.2	CONTINUATION PREMIUM	6
4.3	OBLIGATION TO PAY	6
4.4	NON-PAYMENT AND CONSEQUENCES	7
4.5	PREMIUM REFUND AND COSTS AFTER TERMINATION OF THE INSURANCE	7

**CHAPTER 5 – INCEPTION, DURATION AND TERMINATION OF AND AMENDMENTS TO THE INSURANCE POLICY**

5.1	CONCURRENCE	7
5.2	INCEPTION	7
5.3	DURATION AND RENEWAL	7
5.4	CHANGES TO BE NOTIFIED BY YOU	7
5.5	RIGHT OF INSPECTION	7
5.6	OUR RIGHT OF REVIEW	7
5.7	TERMINATION	7

## CHAPTER 1 – Definitions

### 1.1 POLICYHOLDER (hereinafter referred to as 'you' and 'your')

The natural person or legal entity taking out the insurance policy with Kuiper Assuradeuren B.V.

### 1.2 INSURED

1.2.1 You;

1.2.2 if you are a natural person: the members of your nuclear family residing with you, or, if the policy is taken out in the name of a legal entity: the members of the nuclear family of the board member/s of this legal entity residing with him/her/them;

1.2.3 anyone using the insured vessel with your permission, not being a crew member paid by you;

1.2.4 a person on board.

### 1.3 INSURER (hereinafter referred to as 'we', 'us', 'our')

Kuiper Assuradeuren B.V. (part of Kuiper Verzekeringen B.V.) acting as authorised agent of the risk-bearing insurer/s named in the policy.

### 1.4 INSURANCE POLICY

The agreement between you and us providing for compensation for loss or damage resulting from an insured event in exchange for payment of the agreed insurance premium.

### 1.5 PERSON ON BOARD

1.5.1 the persons referred to in 1.2.1, 1.2.2 and 1.2.3. as well as any other person who is on board with your permission, not being a crew member paid by you;

1.5.2 a person as referred to in 1.5.1 who is embarking or disembarking. It is expressly provided, however, that persons using the vessel as a means of going ashore or reaching another vessel are not regarded as persons on board.

### 1.6 ACCIDENT

A sudden event not caused by an illness, ailment or physical defect, occurring beyond the control of the insured, which has a direct impact, without any contribution from other causes, on the body of the insured and, as a result, causes accidental injury.

### 1.7 CERTIFICATE OF INSURANCE

The document proving the existence of the insurance, including any annexes, as well as the applicable clauses and policy terms and conditions.

### 1.8 VESSEL

The vessel is:

1.8.1 the pleasure craft specified in the certificate of insurance;

1.8.2 a dinghy carried on or towed behind the vessel referred to in 1.8.1. The maximum speed of this dinghy is twenty kilometres per hour and its length may not exceed the maximum width of the vessel referred to in 1.8.1.

### 1.9 PERIOD OF INSURANCE

The period from the insurance policy start date we have agreed with you or, in the event of provisional cover, from the time at which you have notified us of the risk on the day in question, to the date and time on which the insurance policy or the provisional cover ends. If the cover has been suspended (for example because of non-payment of the premium), the period of suspension does not count as period of insurance.

### 1.10 GOVERNING LAW

The insurance policy and any disputes arising out of it are governed by the laws of the Netherlands. This English translation is provided for convenience only. The Dutch version prevails in the event of inconsistencies or conflicts between the original Dutch version and this translation.

### 1.11 USE OF PERSONAL DATA

1.11.1 We need certain data from you in connection with the acceptance, the administration of your insurance policy, statistical analyses or the handling of a claim. This data is also needed to be able to meet legal requirements, to prevent fraud and to inform you about new or modified products;

1.11.2 Where necessary for the performance of the insurance contract, we disclose personal data to, for example, rescue and emergency service personnel, experts and damage repair firms to the extent that this is strictly necessary;

1.11.3 We process your personal data in compliance with the Code of Conduct for the Processing of Personal Data by Financial Institutions (*Gedragcode Verwerking Persoonsgegevens Financiële Instellingen*). The text of this code of conduct is available from the Dutch Association of Insurers (*Verbond van Verzekeraars*), PO Box 93450, 2509 AL The Hague, the Netherlands, telephone number +31 70 3338500 and on its website [www.verzekeraars.nl](http://www.verzekeraars.nl);

1.11.4 We are affiliated to Stichting CIS in The Hague, a foundation that maintains a central database of insurance data. We will register data regarding your insurance claims in this database. We can also inspect data registered by other participants. The aim of this database is to control risks and to combat fraud. You have the right to submit a request for information to the foundation to verify what data has been registered and the accuracy of this data. The privacy statement of Stichting CIS applies, which can be found on [www.stichtingcis.nl](http://www.stichtingcis.nl).

### 1.12 ACCIDENTAL INJURY

An injury (loss, trauma, functional impairment) to the body, caused by an accident, resulting in:

- 1.12.1 the death of an insured;
- 1.12.2 total permanent invalidity of an insured;
- 1.12.3 partial permanent invalidity of an insured;
- 1.12.4 necessary medical treatment.

By physical injury we mean that your health has been affected by external forces. The injury must be objectively ascertainable by a doctor.

### 1.13 PERMANENT INVALIDITY

Irreparable loss of ability to use any part of the body.

### 1.14 BENEFICIARY

Except as otherwise agreed, the beneficiary is:

- 1.14.1 in the event of death: the legal heir or heirs of the insured person on board. If the estate of the insured passes to the state by operation of law, no benefit is paid under this insurance;
- 1.14.2 in case of permanent invalidity: the insured person on board;
- 1.14.3 in case of medical costs: the insured person on board.

### 1.15 FRAUD

- 1.15.1 The deliberate provision or withholding of information in a submitted claim with the intention to obtain payment that is not due or to obtain a higher payment;
- 1.15.2 The deliberate provision of false information when taking out the insurance policy in order to be accepted or to be accepted on more favourable terms.

### 1.16 INTENT AND SERIOUS RECKLESSNESS

- 1.16.1 Intent to cause loss or damage exists if a person had the intention to cause the loss or damage or behaved in a way that was virtually guaranteed to cause the loss or damage;
- 1.16.2 Serious recklessness in causing loss or damage exists if a person behaved in a way that he or she ought to have known (by objective standards) would very likely result in loss or damage.  
This is the case, for example, if loss or damage is caused under the influence of alcohol or other intoxicating/stimulating substances in violation of the applicable legal standard.

### 1.17 SANCTIONS LIST

A list of individuals, organisations or governments, prepared by the Dutch government, the European Union, the United Nations or the United States, that are the subject of (international) sanctions. These sanctions impose a ban on doing business with those individuals, organisations or governments, and on paying compensation to them for loss or damage.

### 1.18 COMPLAINTS PROCEDURE

The complaints procedure is the procedure you can follow to lodge any complaints about our conduct, our mediation, the conclusion or execution of the insurance contract, or our claims handling. Any complaint should first be addressed to our Board of Directors. If you are not happy with how your complaint has been handled and if you are a consumer or a party considered equivalent to a consumer, you may submit the matter to Stichting Klachten Instituut Financiële Dienstverlening, PO Box 93257, 2509 AG The Hague, or digitally via [www.kifid.nl](http://www.kifid.nl). You may also choose to submit (or have submitted) unresolved disputes to the competent court.

### 1.19 TERRORISM

In respect of loss or damage resulting from terrorism and malicious contamination and/or the costs of preventive measures taken to prevent or limit such loss or damage, both the compensation and the cover are limited. We pay compensation for such loss or damage only to the extent that it is insured by *Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.* (Dutch Terrorism Claims Reinsurance Company, NHT). For more information please refer to the NHT Clauses Sheet Terrorism Cover and the NHT Claims Settlement Protocol. This information can be found on [www.terrorisemeverzekerd.nl](http://www.terrorisemeverzekerd.nl). Your right to compensation will lapse if you report the loss or damage two years or later after the NHT has decided that the loss or damage results from terrorism.

## CHAPTER 2 – What does your insurance policy cover and what is excluded?

### 2.1 SCOPE OF COVER

In the event of an accident, we pay compensation up to the sums insured specified in the certificate of insurance, subject to the relevant provisions of these policy terms and conditions in 2.2, 2.3, 2.4 and 2.5 and the exclusions specified in 2.7.

### 2.2 DEATH

In the event of the death of an insured as a result of an accident, we will pay (provided the accidental injury directly results in the death of the insured within 365 days of the accident) the sum insured for this category, less any benefit already paid for “permanent invalidity” in respect of the same accident. If the latter payment exceeds the sum insured for “death”, the excess will not be recovered.

### 2.3 TOTAL PERMANENT INVALIDITY

In case of total permanent invalidity of an insured as a result of an accident as defined in these policy terms and conditions, the benefit paid is the full sum insured for “permanent invalidity”.

## 2.4 PARTIAL PERMANENT INVALIDITY

2.4.1 In case of partial permanent invalidity of an insured as a result of an accident as defined in these policy terms and conditions, the following percentages of the sum insured for “permanent invalidity” will be paid (regardless of the profession or occupation of the insured), in case of complete loss of:

sight in both eyes	100%
right arm	75%
Leg	70%
left arm	65%
right hand	60%
left hand	50%
hearing in both ears	50%
Foot	50%
sight in one eye	30%
right thumb	25%
left thumb	20%
hearing in one ear	20%
right index finger	15%
left index finger	12%
right little finger	10%
right ring or middle finger	8%
left little finger	8%
left ring or middle finger	6%
big toe	5%
other toe	3%

with the proviso that:

- loss of function is equated with loss;
- the pay-out percentages for right and left body parts are reversed in the case of left-handers;
- in case of partial loss, a proportional part of the above-mentioned percentages will be paid out;
- in case of loss of two or more of the above-mentioned body parts or functions, the relevant percentages are added together, but the maximum total benefit is 100%;

2.4.2 If body parts or functions other than those mentioned in 2.4.1 are completely or partially lost, separately or simultaneously with the body parts or functions mentioned in 2.4.1, the various accidental injuries will be considered a single injury and the pay-out percentage will be determined independently of 2.4.1;

2.4.3 If body parts or functions were already completely or partially lost or unusable before the accident, no benefit will be paid in respect of the loss or uselessness already existing, and the pay-out percentage to be determined in accordance with 2.4.1 will be reduced proportionately.

## 2.5 MEDICAL COSTS

If medical treatment is necessary as a result of accidental injury within 365 days of the accident in question, we will pay or reimburse the following, up to an amount not exceeding the sum insured for the category “medical costs”:

- 2.5.1 the fees of the attending doctors;
- 2.5.2 the costs of treatment prescribed by a doctor;
- 2.5.3 the costs of nursing and treatment in a hospital;
- 2.5.4 the purchase costs of artificial limbs necessitated by the accident;
- 2.5.5 the costs of transport to a hospital, a doctor or the insured’s home.

The costs referred to above will not be paid or reimbursed if and insofar as reimbursement of medical costs can be claimed on other grounds.

## 2.6 EXISTING INVALIDITY OR SICKLY CONDITION

2.6.1 If the consequences of the accident have been exacerbated (but not caused) by illness, infirmity or an abnormal physical or mental condition, the payments and benefits will be determined on the basis of the consequences that the accident would have had if the insured had been fully able-bodied and healthy;

2.6.2 To the extent that an existing sickly condition has deteriorated as a result of an accident, we do not provide a benefit for this.

## 2.7 EXCLUSIONS

There is no entitlement to a payment or benefit after an accident:

- 2.7.1 if no cover was in place for the vessel specified in the certificate of insurance at the time of the accident;
- 2.7.2 if any of the obligations mentioned in 3.1 is not complied with after the accident, unless it is demonstrated that our interests have not been prejudiced by the failure to comply;
- 2.7.3 that has been caused or contributed to by the voluntary use of medicines, intoxicating substances, stimulants or narcotics, unless such substances have been taken on medical prescription and in accordance with the instructions and precautions applying thereto;
- 2.7.4 for water skiers, wakeboarders, parasailers, tubers et cetera as long as their actions are still related to these activities;
- 2.7.5 in connection with an act performed by an insured as a result of which his life or body is knowingly and recklessly jeopardised, unless this was necessary to rescue or save a person, animal or property;

- 2.7.6 if an insured is involved in the accident as a result of illness, infirmity or an abnormal physical or mental condition, unless such circumstance is a consequence of an accident for which we under this insurance are liable to make a payment or to pay a benefit under this insurance policy;
- 2.7.7 caused by, occurring as a result of or arising from a nuclear reaction, regardless of how the nuclear reaction occurred, unless it concerns a nuclear therapy that has become necessary for him or her as a result of an accident as defined in these policy terms and conditions and this therapy is performed or prescribed by a doctor;
- 2.7.8 caused by acts of war, insurrection against a government or terrorist attacks.

## CHAPTER 3 – There is loss or damage

### 3.1 OBLIGATIONS AFTER AN ACCIDENT

An insured is obliged:

- 3.1.1 to report an accident to us as soon as reasonably possible after it occurs or after the insured becomes aware of it, and to enable us to have a medical examination carried out;
- 3.1.2 to provide, within a reasonable period, all information and documents that are important to us or to injury claim handlers to assess the payment obligation;
- 3.1.3 to immediately seek medical treatment from a doctor and to do everything possible to promote his or her own recovery;
- 3.1.4 to submit to an examination by a doctor at our request and at our expense, at a location where the doctor wishes to carry out such examination, and to provide such doctor with any information requested;
- 3.1.5 to consent to admission to a hospital or other medical facility designated for that purpose, at our request and at our expense, for an examination;
- 3.1.6 to allow and authorise the claims handling entity to request information from third parties;
- 3.1.7 to provide or cause to be provided all information deemed necessary by us or by claims handlers to experts designated for that purpose and not to conceal any facts that are relevant to the determination of the degree of invalidity;
- 3.1.8 to inform us without delay of his or her full or partial recovery;
- 3.1.9 to consult with us in a timely manner in case of an intended departure to another nursing address or to another country.

Beneficiaries are obliged:

- 3.1.10 to notify us of the death of an insured as a matter of urgency, with the proviso that any right to benefits will be forfeited if such notification is not made at least 48 hours before the funeral or cremation of the deceased;
- 3.1.11 to cooperate fully with the investigation into the cause of death of the insured and to grant authorisation/s to obtain the information required for that purpose.

### 3.2 DETERMINATION OF PAYMENTS AND BENEFITS

- 3.2.1 All payments and benefits are determined as soon as possible after sufficient information has been provided;
- 3.2.2 If the degree of invalidity cannot be determined immediately after an accident, we have the right to wait and see how the recovery process goes until a final medical condition is reached. This final medical condition will be established after 365 days have elapsed from the date of the accident, but no later than two times 365 days thereafter;
- 3.2.3 If an insured dies after an accident (but not as a result of that accident) while permanent invalidity has already been established by a medical examination or can be medically established in another way, an entitlement to a corresponding benefit under the category “permanent invalidity” exists for that reason. If no permanent invalidity percentage can be established, however, there is no entitlement to a benefit under this category;
- 3.2.4 If an insured dies after an accident (as a result of that accident), there is no entitlement to a benefit under the category “permanent invalidity”. Instead, the sum insured under the category “death” qualifies for payment. However, if an amount has already been paid out on account of permanent invalidity, such amount will be deducted from the death benefit. If the permanent invalidity benefit already paid was higher than the sum insured for death, however, the entitlement to a death benefit will lapse, but the permanent invalidity benefit will be maintained;
- 3.2.5 Where applicable, we pay statutory interest in addition to the claim amount paid by us.

## CHAPTER 4 – Premium

### 4.1 INITIAL PREMIUM

The initial premium is the premium, inclusive of costs and insurance tax, due for the period from the insurance policy start date to the first premium due date. This includes any premium due in connection with an interim change to the above-mentioned period.

### 4.2 CONTINUATION PREMIUM

Continuation premiums are the premiums, inclusive of costs and insurance tax, due for periods after the first premium due date.

### 4.3 OBLIGATION TO PAY

The premium due, inclusive of costs and insurance tax, is payable in advance and must be paid within 30 days of the invoice date.

#### 4.4 NON-PAYMENT AND CONSEQUENCES

##### 4.4.1 initial premium:

If the initial premium/s, inclusive of costs and insurance tax, is/are not paid to us within 30 days of receipt of the request for payment, the cover will be suspended, without any notice of default being required, from the insurance policy start date;

##### 4.4.2 continuation premium:

If any continuation premium, inclusive of costs and insurance tax, is not paid within 14 days of receipt by you of a written reminder stating that the cover will be suspended after that period, the cover for loss or damage occurring on or after the premium due date will also be suspended;

##### 4.4.3 reinstatement of cover:

Any suspended cover will be reinstated the day after we have received and accepted all overdue premiums, including insurance tax and costs. This includes the premium for the period of suspension due to non-payment.

#### 4.5 PREMIUM REFUND AND COSTS AFTER TERMINATION OF THE INSURANCE

Except in case of total loss of the vessel, fraud or bankruptcy, or if it becomes apparent that you appear on a sanctions list imposing a ban on insuring your interests, you will receive a refund of premium and insurance tax for the unexpired term after the termination of the insurance. If you have terminated the insurance, we are entitled to charge you a handling fee.

## CHAPTER 5 – Inception, duration and termination of and amendments to the insurance policy

#### 5.1 CONCURRENCE

The Accident Insurance for Persons on Board provides a cover that is complementary to the cover provided under the insurance policy for the vessel. Accordingly:

5.1.1 this insurance policy runs concurrent with and terminates at the same time as the insurance policy for this vessel;

5.1.2 the insurance policy is not in effect if and when the insurance policy for the insured vessel is not valid.

#### 5.2 INCEPTION

The insurance policy start date is the date mentioned in the certificate of insurance or the effective date of the provisional cover, which date cannot be prior to the date on which you applied to us for insurance of the risk.

#### 5.3 DURATION AND RENEWAL

5.3.1 The agreement is entered into for a contract term of one year. You have a cooling-off period of 14 days from the effective date of the provisional cover or the agreed insurance policy start date. Within this period you may cancel the agreement without reason given;

5.3.2 After the initial contract term of one year, the insurance policy will be automatically renewed for the same term every insurance year, and no new certificate of insurance will be issued as long as the insurance policy remains unchanged;

5.3.3 If another vessel is insured to replace the insured vessel, this will not affect the term or renewal term of the insurance policy.

#### 5.4 CHANGES TO BE NOTIFIED BY YOU

If there are any changes to the risk insured, you must notify us accordingly as soon as possible. This is also in your own interest. Examples of such changes are:

- if you are no longer the owner of the vessel;
- if you are adjudicated bankrupt, if the court grants you a suspension of payments (*surseance van betaling*), or if you enter into a debt payment programme under the Dutch Debt Arrangement (Natural Persons) Act (*Wet schuldsanering natuurlijke personen*);
- if you move house or your bank and/or contact details change;
- if the vessel is seized;
- if you purchase another vessel, or if major (structural) changes are made to the vessel;
- if the use of the vessel changes, for example when it is used for commercial purposes or permanent living, or if the cruising limits are changed.

#### 5.5 RIGHT OF INSPECTION

We are entitled to inspect your vessel and/or its mooring on acceptance of the risk, but also during the term of the insurance policy. The purpose of this is to properly assess the risk.

#### 5.6 OUR RIGHT OF REVIEW

We have the right to review the rates and the terms and conditions of your insurance policy. We must notify you in writing of any changes and explain the reasons. If you do not agree to the changes, you have the right to terminate the insurance policy (see 5.7.3).

#### 5.7 TERMINATION

You may terminate the insurance policy:

5.7.1 with effect from the end of the first contract term of one year, by giving us written notice of termination at least one month before the end of the said term;

5.7.2 after the expiry of the first contract term of one year, by giving us a minimum of one month's written notice of termination;

5.7.3 with effect from the date on which we introduce the changes referred to in 5.6, on condition that you give written notice of termination of the insurance policy within one month of receipt of the notification as mentioned in 5.5.1;

5.7.4 within one month of the rejection or partial rejection of a claim, whereupon the insurance policy will end one month after the date of your notice of termination;

5.7.5 on the date on which we are notified of the fact that the vessel is no longer your property.

We may terminate the insurance policy:

- 5.7.6 with effect from the end of the first contract term, by giving you written notice of termination of the insurance policy at least two months before the date in question;
- 5.7.7 with effect from a date after the first contract term, also by giving a minimum of two months' notice before the date in question;
- 5.7.8 two months after we have given written notice of termination of the insurance policy within one month of payment or rejection (or partial rejection) of a claim;
- 5.7.9 with effect from the suspension date if you have failed to pay the premium or have failed to pay the premium in a timely manner;
- 5.7.10 with immediate effect in the event of fraud or attempted fraud as defined in 1.15;
- 5.7.11 in the event of total loss of the insured property.

We must terminate the insurance policy by operation of law:

- 5.7.12 if we are prohibited from executing the insurance contract concluded with you pursuant to a sanctions list (see 1.17).