

swisscare

Low cost Schengen visa  
insurance

General Insurance conditions ITVS-GIC-012023

Insured by





## **GENERAL CONDITIONS**

- 1.1 Information for the insured
- 1.2 Eligibility & territoriality
- 1.3 Insured person
- 1.4 Insurance sum
- 1.5 Application and premium payment
- 1.6 Currency and payment method
- 1.7 Validity of the cover & insurance period
- 1.8 Emergency cover
- 1.9 Cancellation of the insurance & refund of the premium
- 1.10 Additional conditions
- 1.11 Obligations in case of claim
- 1.12 Claims against third parties
- 1.13 Contacts & emergency assistance
- 1.14 General insurance exclusions

## **MEDICAL COVER**

- 2.1 Inpatient treatments
- 2.2 Outpatient treatments
- 2.3 Medication
- 2.4 Ambulance & Transport
- 2.5 Medical repatriation
- 2.6 Accidental death capital
- 2.7 General medical exclusion

## **TRAVEL COVER**

- 3.1 Cancellation trip
- 3.2 Luggage
- 3.3 Tickets, passports, credit/debit cards
- 3.4 Search & rescue
- 3.5 Evacuation

## **PERSONAL LIABILITY**

- 4.1 Cover information
- 4.2 Territoriality limitation
- 4.3 Claims conditions

## **LEGAL PROCEDURES**

- 5.1 Applicable law
- 5.2 Conciliation
- 5.3 Complaints procedure
- 5.4 Sanction clause

## **VALIDITY**

- 6.1 Validity of the terms and conditions

## **GLOSSARY**

- 7.1 Definitions

## **BENEFITS LIST**

- 8.1 List of benefits



## GENERAL CONDITIONS

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### 1.1 Information for the insured

#### The Insurer

Anker Insurance Company n.v., having its registered office at Paterswoldseweg 812 at 9728 BM Groningen, in these policy conditions referred to as “Anker”. Anker is registered with the Autoriteit Financiële Markten (AFM) (the Dutch Authority for the Financial Markets) under number 12000661 and is authorised by De Nederlandsche Bank (“DNB”).

#### The Assistance Provider and Alarm Service

B.V. Nederlandse Hulpverleningorganisatie - SOS International, Rietbaan 40, 2908 LP, Capelle aan den IJssel, The Netherlands, is responsible for medical assistance during the insurance period or in the frame of other events enumerated in the insurance contract. The coverage and the conditions are determined by the insurance contract, any additional written agreements, the GIC's as well as the applicable legal provisions in force.

The GIC's are to be applied. On behalf and on request of the insurer, B.V. Nederlandse Hulpverleningorganisatie - SOS International provides emergency assistance and access to the insured persons.

#### Claims Department

De Goudse Verzekeringen, Bouwmeesterplein 1, 2801 BX Gouda, the Netherlands is responsible for handling the claims on behalf of the insurer.

#### Compliance

The insurers products may not be available in all jurisdiction and are expressly excluded from this policy where prohibited by applicable law, including but not limited to, anti-corruption laws and economic sanctions programs. Any such coverage will be null and void. The Travelgate policy does not replace participation in a state-run or local health insurance scheme or compliance to any other legislative requirements of any country whatsoever.

The insurer and policyholder/insured agree that, except as explicitly stated in the present GIC's of the insurance policy, nothing of value has been offered or provided by either of them or anyone acting on their behalf, in relation with this insurance policy.

#### Order of precedence of the clauses of the GIC's

The general clauses are only valid insofar as they are not contradicted by or in conflict with the provisions and clauses of the different types of coverage. In case of contradictions or conflict, the clause of the specific coverage shall prevail over the general clause.

#### What risks are covered and what scope does the insurance cover have?

The insurance application, the certificate and the corresponding General Insurance Conditions (GIC) stipulate the events upon whose occurrence the insurer is obliged to make a payment.

#### What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits can be gathered from the insurance application, the certificate and the corresponding GIC. The same applies to any deductibles or waiting period.

#### How high is the premium payable?

The amount of the premium depends on the insurance cover selected and on the insured risks. Details of the premium and the statutory duties and fees can be found in the quote, the insurance application or in the certificate and premium note. The premium is generally paid once a year. Other types of payment are possible on request, and may involve a supplement. If the contract is terminated early, the insurance broker reimburses the premium not spent in accordance with the statutory and contractual provisions.

#### What other duties do you, as policyholder have?

The essential duties of the policyholder include the following:

- in the event of a claim, it must be reported to the insurer immediately;
- the policyholder must cooperate in clarifications of the insurer, e.g. in clarifications in the event of a claim (obligation to cooperate);



- in the event of a claim, reasonable actions must be taken to mitigate loss (duty to mitigate loss).

**When does your contract of insurance commence and end?**

The contract commences and ends on the date stated in the insurance application and in the certificate. If proof of insurance or a provisional cover note was issued, the insurer will grant insurance cover from the date specified therein until delivery of the certificate.

**Why is personal data processed, passed on and stored and what personal data is processed?**

Data acquisition and processing of the business of insurance transactions, the marketing, selling, administration, mediation of products and the insurance and risk assessment, as well as the handling of insurance contracts and any secondary business associated with this.

The data is physically and/or electronically acquired, processed, stored and deleted in accordance with the regulations of the legislator. Data which concerns business correspondence must be stored for at least 10 years from contract termination and claims data for at least 10 years after completion of the claim.

In essence, the following data categories are processed: interested parties data, customer data, contract and claims data, health-related data, data from injured parties and claimants as well as collection data.

The insurer is authorised to disclose all this data to the extent required to co-insurers and reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies, other entities within the group of companies, cooperation partners, hospitals, doctors, external experts and other involved parties to obtain information from all of the above. This authorisation includes, in particular, the physical and/or electronic storage of data, the use of the data for determining the premium, assessing risk, processing insured events, combating abuse, preparing statistical evaluations and, within the group of companies, including cooperation partners, also for marketing purposes, including the creation of client profiles for the purpose of offering the applicant individual products.

**1.2 Eligibility & territoriality**

The insurance covers people who are temporarily staying in the countries of the Schengen area up to 182 days (e.g. for touristic or business reasons), excluding the risk area mentioned under art. 1.10 D. Policyholders with Swiss residence are excluded.

**1.3 Insured person**

The person stated on the insurance certificate, hereinafter referred to as “the insured”.

**1.4 Insurance sum & deductible (excess)**

The insurance sums and part sums stated in these general insurance conditions are the maximum sums payable by the insurer for all insurance events and claims occurring during the period stated in the insurance certificate and in the benefits overview.

**1.5 Application and premium payment**

The insurance must be applied for and the premium paid no later than at the time of departure. This insurance certificate is not renewed automatically. A new application is considered as a new insurance policy.

**1.6 Currency & payment method**

The currency used in the insurance is EUR. The payment methods for the insurance premium are bank transfer or credit card. The insurer does not support any possible charges for bank transfer, credit cards or currency conversion. Cheques are not accepted as payment option.

**1.7 Validity of the cover & insurance period**

The insurance cover shall enter into force, when the insurer has accepted the application and informed the applicant on which terms the insurance will be issued, and the agreed premium has been paid to the insurer.

The period of the insurance cover is specified in the insurance certificate. When the insured has paid the premium, cover for medical emergency treatments are covered from the moment you arrive at your destination and until you leave your destination to go to your home country (or when the certificate expires, if that is earlier than the date of his return). The maximum duration of the contract is 182 days.

If an insured person is admitted to hospital and the coverage ends after the policy expires, there is coverage until the first possible date of return to the home country of the insured.



### 1.8 Emergency cover

All benefits stated in the present insurance conditions and in the benefits overview are covered in case of emergency and / or medical emergency. Planned medical treatments considered as non-emergency are not covered.

### 1.9 Cancellation of the insurance & refund of the premium

The insurance policy can be cancelled and a refund claimed under the following conditions:

- A the insurer is willing to accept the cancellation and reimburse the insurance premium in the event that the insured or a rightful person is able to prove with original medical certificates, death certificate of the insured party, certification that they have been summoned by the authorities (police, judiciary or administrative) or with other original documents that there is an objective impediment to travel or, the insured does not obtain a visa for the country of destination. A visa rejection letter from an embassy or consulate must be sent to the insurer in order to be eligible for a refund;
- B the policy can be cancelled and a refund can be claimed only prior to the starting date of the period of coverage stated on the insurance certificate. After the start date, the policy cannot be cancelled and no refund can be claimed;
- C refunding of the insurance premium will be made by the insurer using the same payment method and currency as that used by the insured. Any charges for bank transfer or credit cards are not supported by the insurer.

The policyholder/insured shall have a period of fourteen (14) calendar days to cancel the policy without penalty and without giving any reason. The period right of cancellation shall begin from the day of the conclusion of the online contract. The policyholder/insured will be entitled to the return of the full premium paid, on the condition that no claim has been submitted. The insurance policy cannot be cancelled after the start date of the policy.

For compliance with this deadline it is sufficient for the policyholder/insured to send his/her notice of withdrawal by post or e-mail to the insurer. There is no premium refund after the cancellation-period of fourteen calendar days.

### 1.10 Additional conditions

The following additional conditions apply:

- A the deadline for making a claim is 90 days (from the date of the event);
- B payments wrongly received from the insurer must be returned within 30 days to the company, including any expenses incurred by the insurer as a result;
- C insurance invoices are payable before the start date of the insurance;
- D For the purpose of assessing whether a journey to a country is or is not reasonable because of strikes, unrest, war, terrorist attacks, epidemics, pandemics, etc., the local or national health authorities of the country of destination or of travel or the home country of the insured, shall as a matter of principle apply. We also advise you to follow the travel advice from the Ministry of Foreign Affairs (the Netherlands);
- E the insurer pays its benefits in principle in EUR. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured person.

### 1.11 Obligations in case of claim

A The insured person must take all steps before and after the case of claim which can help avert or mitigate the consequences and clarify the circumstances of events/claims. The company approval is mandatory for the following types of claims:

- repatriation, medical evacuation, medical escort,
- transport between two hospitals or medical centers.

Exceptions are emergency transport by ground, air or sea which is medically necessary and if no other reasonable transport can be arranged.

B At the request of the insurer or the medical adviser of the claims handler, the insured person may be asked to issue an authorization for obtaining medical information from the treating physician.

C All expenses for claims must be paid in advance before the insurer will proceed to the reimbursement except:

- admission in a hospital for inpatient treatments,
- search and rescue.

For the above two cases, the insurer must be provided immediately with the complete contact details of the hospital or authorities in order to issue a guarantee of payment.

The insurer claims are reimbursed only to bank accounts. The insured is required to mention on the claim form the bank details to which the insurer is to reimburse.



D For all other claims the insurer must be notified immediately with a completed and signed claim form accompanied by all necessary documents including the following:

- practitioner prescription,
- police or authority report,
- payment receipt, bank receipts, etc.
- original booking/invoice,
- original receipt for various covered costs,
- certificate of death or other equivalent confirmation (e.g. local authority or police report).

Scanned documents are accepted in good readable quality. The insurer reserves the right to request original documents if deemed necessary.

Any documents have to be submitted to the insurer as soon as possible, however at the latest 365 days after the occurrence of the incident, proven by postal stamp or official certification, the insured must spontaneously and at his/her own expense, provide the insurer with the requested documents listed below. Beyond the delay of 365 days, no claim shall qualify for reimbursement and consequently the insured forfeits the right for reimbursement.

E In case of culpable violation of the duties in connection with a claim, the insurer has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of a conduct in accordance with such duties.

F The insurer will not make any payments if:

- false representations are made,
- facts are concealed,
- the obligations (e.g. report on the facts of the case and receipts) are omitted, if the insurer suffers any loss as a consequence.

G The insurer will not provide any cover and will not make any payments nor give any guarantee of payment if no insurance certificate is issued after online purchase. The insurer and the insurance broker decline all responsibilities in case of technical errors during the online purchase. For example, a credit card was charged but no policy/certificate issued.

It is the responsibility of the applicant to verify that the online purchase was successful, and that the certificate was issued and received by e-mail, the paid amount is correctly charged and information accuracy on the certificate.

IMPORTANT: All documents that are to be provided must be translated into English. The insurer reserve the right to refuse refunds if the required documents are not translated

### **1.12 Cover under other insurance policies**

If the damage is covered under any other insurance policy or facility, or would be covered if this insurance did not exist, no right to damage compensation can be claimed under this insurance for the damage for which compensation can be obtained from the other insurance or facility. If the damage suffered by the Insured Person is not fully compensated under the other insurance or facility, a claim can be filed under this insurance for the remaining part of the damage.

### **1.13 Contacts & emergency assistance**

#### **Alarm Service**

The Alarm Service is for emergency situations only.

Telephone: +31 50 520 9780

Email: [alarmservice@anker.nl](mailto:alarmservice@anker.nl)

It is available for you 24/7. We will offer advice concerning the steps to be taken and we will organise the necessary support.

#### **Claims Department**

Report a claim in your personal account online at [www.swisscare.com](http://www.swisscare.com) or use the app. Always report claims as soon as possible.



Telephone: +31 50 520 9974  
Email: [swisscare@goudse.com](mailto:swisscare@goudse.com)

We are available from Monday to Friday during office hours. We will advise on how to report a claim and what details need to be handed over.

#### **1.14 General insurance exclusions**

Not insured are all claims, events or treatments:

- A where the assessor (expert, doctor etc.) is a direct beneficiary of or is related by birth or by marriage to the insured person;
- B which are attributable to a consequence of acts of war or terrorism;
- C in connection with abduction;
- D which are a consequence of dispositions made by a public authority;
- E which occur on the occasion of participation in
  - competitions, races, rallies or trainings with vehicles,
  - competitions and training sessions in connection with professional sport or an extreme sport,
  - acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk;
- F which occur whilst driving a vehicle without the legally required driver's license or in the absence of a legally required accompanying person;
- G which are caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
- H which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- I which occur on the occasion of the wilful commitment or attempted commitment of crimes and misdemeanours;
- J which occur by participation in extreme sports;
- K in connection with suicide, self-mutilation and the attempt to do so;
- L which are caused by ionising rays of any kind, in particular as a result of nuclear reactions;
- M in relation with a person who has been forced to leave their country in order to escape war, persecution, or natural disaster;
- N any costs incurred outside the geographical area, except as defined in the certificate.
- O Epidemics and pandemics.

## **MEDICAL COVER**

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### **2.1 Inpatient treatments**

Hospitalisation and/or inpatient treatment in a general hospital ward are covered if medically necessary and not excluded according to art. 2.7

### **2.2 Outpatient treatments**

Treatment by a doctor or practitioners authorised to practise in the country in which you are treated (attending physician).

### **2.3 Medication**

Medication approved by the State's authorities are covered.

Medication and wound dressings have to be prescribed by an approved certified medical professional. Medical professionals that are related or next of kin of the insured or policyholder will not be taken into consideration.

Medications that are not prescribed by an approved certified medical professional are not covered. When declaring the costs, you must submit a referral letter / recipe.

The prescribed medication has to be bought at the pharmacy. The purchase of more than one package of the same medication has to be written on the certified medical practitioners prescription.

Products such as pure alcohol for medical use, cotton, sun protection, products for dental care, shampoo, food for a special diet, mineral water, special sorts of wine, fresh or dried glands, contraceptives, cosmetics, sanitary products, anti-hair-loss products, insect repellent spray, etc. are non-medical substances and therefore not covered.



## **2.4 Ambulance & transport**

Transport by air, sea or ground (ambulance, helicopter, ship, sled...) are covered in case of a serious injury, if medically necessary and if no other personal or public transport can be arranged.

Local transport by ambulance between hospitals must be prescribed by the attending physician or the insurer's doctor.

Ambulance transport following failed treatment are covered to the nearest appropriate treatment facility. It is a condition that the insurer's doctor, after contact with the attending physician finds that such ambulance transport is a necessary and responsible step.

## **2.5 Medical repatriation**

Repatriation to your home/a hospital in your country of residence. It is a condition that the insurer's doctor, after contact with the attending physician, finds that such transport is a necessary and responsible step. The insurer decides, based on a medical assessment of your condition, whether you should be transported home by ambulance, ordinary means of transport, air ambulance etc.,

The return of ordinary suitcases, clothing, toiletries, photographic equipment etc. which you had to leave abroad due to repatriation,

In the event of death either repatriation of body to undertaker/crematorium, including costs of statutory measures, e.g. embalming and zinc coffin or expenses incidental to cremation and/or burial at the destination if so desired by your close relative(s). The travel insurance covers a maximum amount corresponding to the cost of repatriation of the body.

If, as a consequence of a medical emergency which is covered by the insurance, you have been unable to follow the itinerary or been unable to return home as planned, and if you have not been repatriated, the insurance certificate covers additional cost for:

- travelling economy class to the destination where you should by this stage be according to your itinerary or return journey to your home country;
- accommodation at a hotel approved by the insurer and meals totalling up to € 200 a day, however meals totalling a maximum of € 40 a day when it is deemed by the attending physician or by insured's doctor that you can be treated as an outpatient rather than being hospitalised;
- moreover, the travel insurance covers additional costs in connection with the return journey of your own children/stepchildren aged under 18 and travelling with you in the same transport class as their parents/travel companions (not air ambulance) if parents and/or travel companions all travel home as a result of repatriation covered by the insurance.

## **2.6 Accidental death capital**

In case of death of the insured person as a result of an accident in accordance with the coverage of the present general insurance conditions, the insurance covers up to the maximum insurance sum stated in the insurance certificate a capital amount that will be paid to the legal heirs; except for the treasury and estate creditors. The law of the Netherlands is applicable to define who the heirs are.

## **2.7 Emergency dental treatment**

a. The insurer will reimburse the costs of dental assistance in the event of damage to natural teeth due to an accident. The insurer will only reimburse the costs if the treatment was given within 24 hours after the accident. The maximum reimbursement is stated in the Benefits list. During the entire term of the insurance, the insured amount is insured a maximum of once.

b. The insurer will reimburse urgent dental care to natural teeth if it is necessary to relieve acute pain. The maximum reimbursement is stated in the Benefits list.

Acute pain means that the treatment is necessary immediately. The invoice of the practitioner must show that it concerns an emergency treatment. Not insured are the costs of check-ups and plannable treatments like filling cavities, placing a crown, etc.

## **2.8 General medical exclusion**

The insurer is relieved of any obligation to provide its services in the following cases:

- A any pre-existing health conditions are not covered;
- B general check-ups, routine verifications, preventive medicine;
- C pregnancy, abortion and birth, together with any complications, and the consequences of contraceptive or





- abortion measures;
- D treatment of patients diagnosed with HIV, regardless of the reason for such treatment;
- E treatment or stays after returning to country of residence;
- F stays at recreational centers or health resorts;
- G treatment and hospitalisation when it is deemed by the insurer's doctor that treatment can wait until your return to your country of residence;
- H continued treatment and hospitalisation if you refuse to be repatriated when repatriation has been decided by the insurer's doctor;
- I repatriation organised by yourself which the insurer's would not have recommended, if repatriation had been arranged by the insurer's;
- J you not following the recommendations of the attending physician and/or the insurer's doctor;
- K replacing, renewing or repairing artificial limbs, dentures, glasses, contact lenses, hearing aids or other aids;
- L conditions of fatigue and exhaustion, mental and psychosomatic disorders;
- M disorders of the teeth and jaw, tooth crown, fillings, whitening, replacement of a teeth and related treatments
- N planned inpatient or outpatient treatments that are not considered as an emergency treatment;
- O services or treatment in any long term care facility, spa, hydro clinic, sanatorium, nursing home or senior-citizens home for the aged that is not a Hospital as defined in this policy;
- P any costs relating to home nursing;
- Q treatment of any psychological or psychiatric disorders, and treatment of anxiety, stress, depression and phobic states, other than hospital confinement;
- R all expenses relating to vitamins, minerals and other supplements, including homeopathic remedies, irrespective of whether these have been prescribed or not.

## TRAVEL COVER

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### 3.1 Cancellation trip

The insurer grants insurance protection if the insured person is unable to start the booked travel as a result of one of the occurrences listed below, provided that the application was made **at latest 7 days after the trip was booked:**

- unforeseen severe illness, severe injury, severe pregnancy complication as well as death of an insured person, of a person travelling with the insured, of a person not travelling with the insured, who can be a spouse/partner, child(ren), or parents to the insured.

#### The insurance provides cover:

The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the trip. Previous or subsequent events are not taken into consideration.

The covered sum for cancellation trip is stated in the benefits list and in the insurance certificate.

#### The insurance does not cover:

- A if the service provider (travel company, hirer, organiser, etc.) cancels the agreed service or should have cancelled the service for objective reasons;
- B if the illness/complaint which gave rise to the cancellation is a complication or consequence of an operation already planned prior to the commencement of insurance coverage or at the time the journey was booked;
- C if an illness or the consequences of an accident, an operation or medical treatment already exist at the time of booking the trip and have not been resolved by the time of departure;
- D in the event of cancellation without medical indication, and if the medical certificate was not made out as soon as the inability to travel could have been established;
- E if the cancellation is the result of a mental or psychosomatic illness;
- F if the application was made later than 7 days after the trip was booked.

### 3.2 Luggage

The insurance covers all objects taken on the trip for personal use by the insured person up to the maximum insurance sum stated in the insurance certificate for:

- robbery & theft
- damage, destruction

#### Compensation

The insurer will pay the following value of the luggage items according to the maximum sums insured as stated in the benefits list:



- For all items no older than one year: the new value;
- For items older than one year: the current market value;
- If the luggage items can be repaired or replaced, the insurer has the right to reimburse the cost of repair or replace;
- If items cannot be replaced with equivalent new items, the determination of the damage will be based on the market value;
- Damage compensation will be granted up to the maximum insured amounts, regardless of the total value of the luggage items;
- The insured must demonstrate the possession, value and age of the luggage items, for instance by means of an original purchase invoice. If no original purchase invoice is available, the insurer will reimburse a maximum of 60% of the market value.

**The insurance does not provide cover for**

- A cash, all documents of value, software, precious metals, precious stones and pearls, postage stamps, merchandise, samples and pieces of art, musical instruments, motor vehicles, trailers, boats, surfboards, sailing boat, caravans, aircrafts, accessories included;
- B objects bought or received during the trip (i.e. souvenirs), that do not form part of the personal items for the trip;
- C objects of value that are covered under a special insurance;
- D items which have been left behind, lost or misplaced;
- E Mobile phones, smartphones, iPhones.

### **3.3 Tickets, passports, credit/debit cards**

The travel insurance covers all types of theft, robbery and damage to tickets, passports and credit/debit cards up to a maximum insurance stated in the certificate and table of benefits.

The travel insurance covers expenses incidental to obtaining new tickets, credit/cash cards and passports. Expenses include necessary transport, charges, photos etc., but no compensation for the time spent obtaining new tickets etc.

### **3.4 Search & rescue**

Maximum insurance sum stated in the certificate and table of benefits.

**In case of a search action**, the insurance cover if these 3 criteria are fulfilled:

- the missing person has been reported missing to the police or other public authority for at least 24 hours;
- the missing person has been seen within 120 hours (5 days);
- if the local authorities require that payment is made or a payment guarantee furnished before a search is launched.

The insurance covers all necessary costs of conducting a search for the missing person for up to 14 days and within a radius of 50 km of the place where the person was last seen.

**In case of a rescue action**, the insurance covers if these 2 criteria are fulfilled

- the missing person's whereabouts have been determined and
- the local authorities require that payment is made or a payment guarantee furnished before a rescue operation is launched.

An excess of 10%, or at least € 1000 applies to any claim under this cover.

The insurance does not provide cover for search and rescue in connection with kidnapping or capture/hijacking, which would not have been incurred if the insurer had arranged the search or rescue operation or if the public authorities cover such costs for uninsured persons.

If a search or rescue operation is required, the insurer must be contacted. The insurer works with the Department of Foreign Affairs of the Netherlands and its international network when such cooperation is deemed appropriate for the operation.

### **3.5 Evacuation**

The travel insurance provides cover as stated in the insurance certificate and benefits overview:

- A evacuation or returning home is recommended or ordered by the local authorities or the department of foreign affairs of the Netherlands on the grounds of imminent danger of natural disasters, acts of terrorism, war or warlike conditions in the area in which the insured person is staying;
- B if the insured is at the travel destination when negative travel advice (code Orange or Red) is issued by the Ministry of Foreign Affairs in the Netherlands and the insured falls ill, the insured has the coverage until



- he/she can leave the area. The costs for repatriation to the home country are insured.
- C the insured person is directly and personally exposed to an act of terrorism.

The insurance covers expenses incidental to evaluation and/or additional expenses involved in travelling back to country of residence. You must travel at the earliest possible opportunity. Moreover, the insurer offers advice, guidance and planning assistance in connection with an evacuation. The insurer may in some cases be able to offer only limited assistance, e.g. in war zones.

#### **The insurance does not provide cover**

If entering the area after the local authorities, the department of foreign affairs of the Netherlands or the department of public health of the Netherlands have advised against it or recommended returning home/evacuation;

### **PERSONAL LIABILITY**

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#### **4.1 Cover information**

The insurer pays for the financial consequences of a liability and compensates exclusively the material damages inflicted by the insured on a third party during his trip outside his residency country.

#### **4.2 Territoriality limitation**

This coverage is valid in the Schengen area only.

#### **4.3 Claim conditions**

In order to receive any compensation from the insurer, the insured person must provide all necessary documents which proves his responsibility (legal documents, police reports, original invoices etc.)

A deductible of 10% of each event applies.

#### **The insurance does not cover:**

The insurer not cover any services if the damage is due to or may be referred to:

- A the responsibility of an employee, a member of the family or a next-to-kin of the insured party;
- B as personal objects of the insured party as well as objects left in custody with the insured party by another person;
- C as a damage stemming from an intentional act, or from the committal of a fairly serious or even grossly negligent act;
- D as a commercial or professional concern of the insured party;
- E matters concerning possession or renting of a property or a realty (including hotel rooms, bungalows etc.);
- F matters concerning possession and the use of vehicles, planes or ships;
- G all damages caused to smartphones, mobiles phones, iPhones, tablets, iPads;
- H court fees stemming from lawsuits;
- I any physical and mentality damages or injuries to human and animal body.

### **LEGAL PROCEDURES**

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#### **5.1 Applicable law**

The parties agree that the insurance policy will be governed by the law of the Netherlands as long as another law which applies according to national regulations does not contain conditions which are not compatible with the law of the Netherlands.

The benefits of this insurance do not hinder the applicability of legal statutes and of the compulsory basic health care legislation pertaining to the host country to which the present conditions of insurance refers to and which are thus part and parcel of the insurance contract within the limits of these references.

#### **5.2 Conciliation**

Before taking any judicial or arbitral action, each party agrees to contact the other party, in writing, within ten (10) days of the beginning of the dispute, to find an amicable settlement. In the event that the conciliation was unsuccessful, the insurer undertakes to put a free internal opposition proceeding at the insured's disposal. The commencement of this proceeding does however not suspend the course of any legal or contractual delays or deadlines.

#### **5.3 Complaints procedure**



If you have any complaint regarding the standard of service received under this insurance policy, the following instance can be contacted:

Anker Insurance Company n.v.  
P.O. Box 8002  
9702 KA Groningen  
Netherlands

Telephone: +3150 520 9905  
E-mail: [complaints@anker.nl](mailto:complaints@anker.nl)

#### **Kifid for private policyholders**

Has your complaint not been solved to your satisfaction by us? Then you can send your complaint within three months after our final response to your complaint to the independent Financial Services Complaints Institute (Kifid).

Address details:  
KIFID  
PO Box 93257  
2509 AG The Hague  
Phone number: +3170 333 8 999  
[www.kifid.nl](http://www.kifid.nl)

An insured can also submit the difference of opinion to a court of law. Disputes will then be submitted to a competent Court in the Netherlands.

In the event of legal proceedings, the dispute regarding the interpretation and execution of this agreement shall fall within the exclusive jurisdiction of the Netherlands. This does not affect the application of mandatory, conventional or legal provisions regarding the place of jurisdiction. In addition, the parties are free, by written agreement, to make use of the possibility of arbitration by one or three arbitrators.

#### **5.4 Sanction clause**

The insurer shall not be deemed to provide cover and shall not 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the Netherlands, the European Union, United Kingdom or United States of America.

## **VALIDITY**

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#### **6.1 Validity of the terms and conditions**

The present insurance conditions are valid from 01.2023 and replace all previous conditions governing the same product.

## GLOSSARY

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### 7.1 Definitions

For the purpose of this insurance, the following terms are defined as follows:

<b>Abroad</b>	Abroad is deemed to be not the country in which the insured person has their permanent residence.
<b>Applicant</b>	The applicant is the person who applies for the insurance. The applicant is responsible to verify the online purchase was successful, and that the certificate was issued and received by e-mail, the paid amount is correctly charged and information accuracy on the certificate.
<b>Accident</b>	An accident is a sudden unintended harmful effect of an unusual external factor on the human body which results in an impairment of the physical, mental or psychological health or death.
<b>Country of residence</b>	The country of residence is the country in which the insured person has their place of residence in civil law or habitual abode or last had their place of residence in civil law or habitual abode before the commencement of the insured stay.
<b>Emergency</b>	Is an unforeseen or sudden occurrence, esp. of a danger demanding immediate remedy or action
<b>Epidemic</b>	An epidemic is an infectious disease occurring at above-average levels and limited in time and space (e.g. influenza).
<b>Extreme sport</b>	The practice of unusual sporting disciplines, in which the person concerned is exposed to very great physical and psychological stresses (e.g. Ironman Hawaii distance, base jumping, extreme skiing or hiking...).
<b>Gross negligence</b>	Gross negligence is committed when a person breaks an elementary rule of caution which, under the same circumstances, would have been imposed on any reasonable person.
<b>Home Country</b>	The home country is the country of nationality mentioned in the passport of the insured. If the insured person holds more than one passport, the home country will be that country, which has been mentioned from the insured during the application process.
<b>Hospital</b>	An institution for the nursing, examination and treatment of patients and/or injured persons, which is generally recognized as such by the official, legally competent authorities.
<b>Illness</b>	Illness means any impairment of the physical, mental or psychological health which is not a consequence of an accident and requires a medical examination or treatment or results in incapacitation from work.
<b>Inpatient treatment</b>	Inpatient treatment is surgery of patients whose condition requires admission to a hospital.
<b>Insured person</b>	The insured person is the person named in the insurance certificate.
<b>Medical emergency</b>	A medical emergency is an injury or illness that is acute and poses an immediate risk to a person's life or long term health.



<b>Outpatient treatment</b>	Outpatient treatment is medical treatment that does not require admission to a hospital.
<b>Pre-existing conditions</b>	<p>A pre-existing condition is defined as any injury, illness, sickness, disease, or other physical, medical, mental or nervous condition, disorder or ailment that, with reasonable medical certainty, existed at the time of application for the insurance or at any time during the six months prior to the effective date of the insurance, whether or not previously manifested or symptomatic, diagnosed, treated, or disclosed prior to the effective date of the insurance, including any subsequent, chronic or recurring complications or consequences related thereto or arising there from.</p> <p>It is strongly recommended that the insured undergoes, at his/her own expense, a thorough medical check-up prior to the taking out an insurance coverage.</p>
<b>Robbery</b>	Theft which is accompanied by threats or violence.
<b>Terrorism</b>	The term terrorism means any act of violence or threat of violence to attain political, religious, ethnic, ideological or similar ends. The act of violence or threat of violence is liable to spread fear or terror among the population or parts of it or to influence a government or state institutions.
<b>Vehicle</b>	A vehicle is considered as a mobile machine, sport or leisure equipment that carries and / or transports people individually or in groups by ground, sea or air.



## BENEFITS LIST

Benefits	Standard	Comfort	Premium
Currency	EUR	EUR	EUR
Maximum cover per person per trip	EUR 30,000 USD 50,000 CHF 50,000	100,000	250,000
Maximum days	182	182	182
Duration of the contract	1-182 days	1-182 days	1-182 days
Territoriality	Schengen Area	Schengen Area	Schengen Area
Home/Residence country	No	No	No
Emergency treatments	Yes	Yes	Yes
In-patient treatments	Yes	Yes	Yes
Out-patient treatments	Yes	Yes	Yes
Prescribed medicine	Yes	Yes	Yes
Accidental death capital	No	20,000	30,000
Emergency dental treatment	150	150	150
Medical repatriation & Repatriation of mortal remains	30,000	50,000	75,000
Search & Rescue	30,000	30,000	30,000
Evacuation	3,000	30,000	30,000
Ambulance & transport	5,000	10,000	15,000
Luggage	No	1,000	2,000
Tickets, passports, credit/debit cards recovery	No	100	200
Laptops / tablet	No	50% max 1,000	50% max 3,000
Cancellation trip	No	50% max. 1,500	80% max. 3,500
Personal liability	No	50,000	100,000
Max entry age	70	70	70