
POLICY CONDITIONS
TRIAS EUROPE SHORT-TERM

OCTOBER 2020

ZEKER IS ZEKER

INHOUDSOPGAVE

ARTICLE 1 DEFINITIONS	2
ARTICLE 2 BASIS OF THE INSURANCE.....	4
ARTICLE 3 VALIDITY OF THE INSURANCE	4
ARTICLE 4 POLICY TERRITORY.....	5
ARTICLE 5 5 PREMIUM PAYMENT AND REFUND	5
ARTICLE 6 DEDUCTIBLE.....	6
ARTICLE 7 DESCRIPTION OF THE COVER.....	6
ARTICLE 8 EXCLUSIONS	8
ARTICLE 9 GENERAL OBLIGATION IN CASE OF DAMAGE	10
ARTICLE 10 CONCURRENCE.....	11
ARTICLE 11 AMENDMENT TO THE RISK.....	11
ARTICLE 12 INDEMNITY	12
ARTICLE 13 DISPUTES.....	12
ARTICLE 14 FRAUD.....	12

ARTICLE 1 | DEFINITIONS

- 1.1. **Assuria**
Assuria Schadeverzekering N.V., the insurer with whom this insurance has been taken out.
- 1.2. **Additional costs**
Medical expenses that are directly related to specialist treatment and which arose during such a treatment in a hospital, such as costs for X-rays, blood transfusions, lab exams, medicines, radiotherapy, anesthesia, dressing material and the use of the operating room.
- 1.3. **Deductible**
The amount or a percentage of the total amount to be compensated, which needs to be paid by the insured, before the cover ensuing from this policy becomes effective.
- 1.4. **Fraud**
Committing or attempting to commit forgery of documents, deceit, impairment of creditors or rightful claimants and/or embezzlement by the persons and/or organizations involved in the effectuation of the insurance, aimed at obtaining an insurance cover or performance one is not entitled to, and this under false pretenses.
- 1.5. **Physical therapist**
A practicing physical therapist registered as such with the competent authorities.
- 1.6. **Medical costs:**
The medically necessary costs for:
 - a) Physicians' fee and treatments, examinations, medicines and dressing materials prescribed by them;
 - b) Hospitalization;
 - c) Transport to and from the place where the medical treatment is provided in the country where the insured was present on the commencement of the transport.
- 1.7. **Medicines**
Remedies that may be traded as medicines and that are solely supplied by a pharmacy or dispensing family doctor on the orders of a family doctor or specialist.
- 1.8. **Family doctor**
A physician who is recognized as a family doctor by the competent authorities.
- 1.9. **Country of origin, residing**
 - a) **Country of origin:** the country where the insured resided prior to his departure to the policy territory.
 - b) **Residing:** assessed according to individual circumstances where someone lives. In general where someone has the center of his social existence. This is determined on the basis of the actual circumstances in the concrete case in which on the one hand the judicial, economic and social ties with a country play a role, and on the other hand the ties with the country of origin.

- 1.10. **Medical advisor**
The physician who advises Assuria on medical affairs.
- 1.11. **Medically necessary costs**
The necessity of which is based on generally accepted, medically scientific considerations.
- 1.12. **Accident**
A sudden and direct effect of an external force, as a result of which bodily injury is caused, which can be medically established.
- 1.13. **Contingency**
An occurrence as regards to which it is uncertain if or when this will take place.
- 1.14. **Hospitalization**
Stay of longer than 24 hours in a hospital, if and as long as on medical grounds, nursing, examination and treatment can only be offered in a hospital, while continuous treatment by a medical specialist must be necessary.
- 1.15. **Premium**
The sum of money the policyholder pays to Assuria for the insurance.
- 1.16. **Rehabilitation**
Treatment, advice and guidance in a center for rehabilitation recognized as such by the competent government authorities, by a team that in any case consists of a paramedical professional and in addition, of a psychologist or a social, labor or rehabilitation expert, as well as the care pertaining thereto.
- 1.17. **Rehabilitation day treatment**
As described with rehabilitation, but then a treatment for a day or a part of a day.
- 1.18. **Specialist**
A physician recognized by the competent authorities as a medical specialist.
- 1.19. **Specialist treatment**
Treatment or examination, generally accepted according to medical standards and belonging to the specialism the specialist is registered for.
- 1.20. **Dentist**
A physician who is recognized as a dentist by the competent authorities.
- 1.21. **Dental costs:**
Treatment or examination that is aimed at or is connected with the improvement or restoration of the teeth, according to generally accepted medical standards and solely performed by a dentist or dental surgeon authorized thereto.
- 1.22. **Payment**
Compensation of damage, costs or losses.

- 1.23. Nursing costs
The amount per day, due on account of nursing of at least 24 hours in a hospital, with the exception of the additional costs and the costs for specialist treatment.
- 1.24. Insured
The person mentioned on the policy schedule as such and who is entitled to compensation on account of the insurance taken out.
- 1.25. Policyholder
The person who has taken out the insurance and in whose name the insurance is drawn up.
- 1.26. Hospital
An institute to nurse, treat and examine sick persons, recognized as a hospital by the competent authorities. This description also covers the institute especially intended for rehabilitation and a sanatorium or place of treatment, the costs of which are covered under this insurance.
- 1.27. Transport of the sick
Medically necessary transport of a patient who on medical grounds is not deemed able to travel on his/her own, to the closest hospital or place of treatment, the costs of which are covered under this Insurance.

ARTICLE 2 | BASIS OF THE INSURANCE

- 2.1. The information provided by the policyholder or the insured with the application, shall apply as the basis of this insurance and shall be deemed to constitute an integral part of the policy.
- 2.2. The maximum cover amounts to € 35,000.00 (thirty-five thousand 00/100 Euro) per insured during the term of the Insurance.

ARTICLE 3 | VALIDITY OF THE INSURANCE

- 3.1 The insurance is effective for the period as mentioned on the policy schedule. The insurance is not valid if it has not been taken out for the entire duration of the trip.
- 3.2 It is emphatically stipulated that Assuria does not have the right to terminate the insurance before the end of the term, subject to a date to be so determined by Assuria in cases as referred to in article 5 (premium payment and refund) and article 14 (fraud).
- 3.3 Renewal of the policy period is only possible when the planned return trip cannot be carried out by the carrier of the insured due to unforeseen circumstances. The policy is then effective for a maximum of an additional 7 days.

ARTICLE 4 | POLICY TERRITORY

- 4.1. The insurance provides cover within Europe, but not in the country of origin of the insured person(s).
- 4.2. In the event the insured travels by airplane, the following shall apply within the policy period:
 - a. The Insurance provides cover as of the moment the insured leaves the territory of the country of origin with an as direct flight as possible to the policy territory, without redundant stopovers. In all other cases the cover becomes effective the moment the insured arrives in the policy territory.
 - b. The cover of the insurance terminates following the landing of the airplane with which the insured returned from the policy territory in the country of origin with an as direct flight as possible without redundant stopovers. In all other cases the cover terminates the moment the insured has left the policy territory.
- 4.3. For Guyana residents:
This insurance provides cover in Suriname for not longer than 7 days prior the commencement of the trip from Suriname and not longer than 3 days following return in Suriname.

ARTICLE 5 | 5 PREMIUM PAYMENT AND REFUND

- 5.1. The policyholder is obliged to pay the premium and costs due prior to the commencement of the insurance. As soon as the cover has become effective, the right to premium refund ceases to exist.
- 5.2. The premium is payable via the bank per giro or at the Assuria offices.
- 5.3. Non-payment of the premium and costs results in the insurance not being effective, without any notice of default being required.
- 5.4. There shall be no premium refund, unless:
 - a. by submitting the rejection letter of the embassy or the consulate it is proven that the insured has not been granted a visa;
 - b. the insured passes away. The premium refund shall in this case be granted
 - c. over the period from the day of the death until the final date of the insurance, yet upon deducting costs that on grounds of article 7 have been or have to be compensated by Assuria.

ARTICLE 6 | DEDUCTIBLE

The deductible amounts to € 100.00 (one hundred 00/100 Euro) per insured.

ARTICLE 7 | DESCRIPTION OF THE COVER

Provided that the uncertainty requirement as referred to in article 320 Commercial Code has been met, the insurance provides cover, up to maximally the insured sums as mentioned in this policy, for:

- 7.1. Medical costs resulting from sudden illness or an accident incurred in the country where and as long as the insurance is effective.
- 7.1.1. Hospitalization: This Insurance provides cover on the basis of the lowest nursing class of the hospital where the insured has been admitted. The extra charges for a higher nursing class are not reimbursable.
In the event the insured is admitted to a hospital on the final date of this insurance, then Assuria compensates the insured costs of this hospitalization up to no more than 30 days following the final date of this insurance.
- 7.1.2. The costs of non-clinical medical help, namely of:
- a) specialist treatment;
 - b) additional costs;
 - c) laboratory exam by order of a family doctor or specialist charged by a hospital or laboratory;
 - d) treatment by a family doctor;
 - e) medicines;
 - f) consulting another specialist ('second opinion'), if the specialist in attendance from the policy territory has proposed a major medical treatment;
 - g) g. transport of the sick; in case of own transport, maximally € 0.20 (20/100 Euro) mileage;
 - h) treatments by a physical therapist / remedial therapist up to no more than 25 treatments per insured for the insured period.
- 7.1.3. Pre-existing conditions
Pre-existing conditions: This policy pays a limited benefit for an acute onset of a pre-existing condition up to an amount of € 7,500.00 (seven thousand five hundred 00/100 Euro). This means a sudden and unexpected outbreak or recurrence of a Preexisting Condition(s) which occurs spontaneously, without advance warning, is rapidly progressive, and requires urgent care. Treatment must be obtained within 24 hours of the sudden and unexpected outbreak or recurrence.
- 7.1.4. The costs of transplant
- a) Costs of transplant in a hospital, of the following tissues and organs: bone marrow, bone, cornea, skin tissue, kidney, liver (orthotope), lung, heart/lung and kidney pancreas. The right to compensation solely exists following the prior approval thereto from Assuria. The costs of other organ transplants are not compensated.
 - b) In addition the costs of nursing and treatment of the donor on the basis of the class as indicated in article 7.1.1. In addition a donor is entitled to medical treatment for a period no longer than 3 months following the date of release from hospital, in which the donor was admitted for selection

or removal of transplantation material, provided that this treatment is related to the organ transplant covered by the compensation.

- c) The costs of transplant shall only be reimbursable if these are the result of an accident.

7.1.5. The costs of hemodialysis

For the insured, following the prior approval thereto of Assuria. The costs of hemodialysis are only reimbursable when these are the result of an accident/sudden illness.

7.1.6. The costs of treatment by a plastic surgeon

For the insured, following the prior approval thereto of Assuria. The costs of treatment by a plastic surgeon are only reimbursable when these are the result of an accident.

7.1.7. The cost of transport of the sick.

Directly prior to or directly following admittance to the closest hospital.

7.1.8. The cost for Covid-19 Costs for medical treatment as a result of Covid-19 up to a maximum reimbursement of € 15,000.00 (fifteenthousand 00/100 Euro).

7.2. Dental costs incurred solely as a result of an accident, made in the country where and as long as the insurance is effective and insofar as the treatment cannot be postponed until after the termination of the insurance. Dental costs are compensated up to maximally € 350.- (three hundred and fifty 00/100 Euro) per insured for the period of this insurance.

7.3. Repatriation

The costs of repatriation in the following cases:

- a) Repatriation on the initiative of Assuria. If the insured does not wish to make use of the repatriation, then for the insured concerned any cover of this insurance ceases to exist from the moment the insured notifies his/her intention in this respect to Assuria. If on the initiative of Assuria the insured is repatriated, then in derogation of article 4 of these policy conditions, the cover of the insurance will also be effective in the country of origin from the arrival up to the final date of the policy.
- b) Repatriation at the request of the insured. Assuria will take into consideration a request to that effect and on grounds of the medical advisability of the repatriation as well as the costs/benefits pertaining thereto, Assuria will decide whether such repatriation will be compensated.

7.3.1. Repatriation is done from the policy territory to Suriname or to the country of origin.

In this respect the following costs are concerned:

- a) transport of the sick, including the transport by airplane;
- b) an air ambulance if the insured in connection with his state of health cannot travel in any other manner (e.g. by airliner, ambulance-car or taxi). This manner of travelling back is only insured in case the repatriation is intended to save the life and/or to prevent or reduce expected disability of the insured;
- c) escort(s), if medical escort is necessary. The costs of the scheduled flight or charter are maximally compensated according to the rate applicable for economy class. The maximum compensation per insured amounts to € 30,000.00 per insurance.

- 7.4. **Costs of transport of the body**
The costs pertaining to the transport of the body of an insured to the country of origin (including the costs of the necessary inner coffin). For all costs of the transport of the body, the compensation shall never exceed € 10,000.00 (ten thousand 00/100 Euro) per case.
- 7.5. **Theft or loss of official travel documents**
In the event the insured through no fault of his own loses his passport, visa or other official travel document as a result of theft or loss, then Assuria solely compensates the costs of acquiring a "laissez passer", a replacing visa or other replacing travel document with which the insured can continue his trip. So accordingly the costs of travelling, accommodation and telecommunication are not compensated. The compensation amounts to maximally € 125.00 (one hundred and twenty-five 00/100 Euro) per insured for the insured period.
- 7.6. **Search and rescue costs**
These refer to the costs that are necessarily made for an insured by order of an official body (e.g. the police) for search, rescue or salvage operations of an insured who is missing or had an accident. A statement of the aforesaid body shall be submitted to Assuria, while if there is no such statement these costs are not reimbursable under this Insurance. For search and rescue costs per occurrence a maximum of € 10,000.00 (ten thousand 00/100 Euro) is compensated.
- 7.7. **Not Fit to fly at departing at the border or airport: Benefit pays in the event an insured person has not been showing any signs of illness, tested or has claimed for any illness during the period of their journey and is at the return point of departure and who is detained by a medically certified third party, government, or airport official. The detainment must be based on the observation of not being medically fit to fly. Coverage will be paid for accommodation, meals and miscellaneous expenses while medically quarantined (tests are excluded). The maximum reimbursement per insured person is € 200.00 (two hundred 00/100 Euro) per day up to a maximum of € 600.00 (six hundred 00/100 Euro).**

ARTICLE 8 | EXCLUSIONS

Insofar as not explicitly mentioned otherwise on the policy schedule, the following costs shall not be reimbursable:

- 8.1. **Pre-Existing Conditions**
The Insurer shall not be liable for:
- Any medical expense in excess of the coverage stated in the scheduled of benefits for Pre-existing, Chronic, or Recurrent Medical Conditions that have shown symptoms and/or for which an Insured Person has been hospitalized, treated by a physician or has received any medical treatment within 6 months prior to the commencement date of the insurance;
 - Any condition that has been monitored by a Doctor due to possible deterioration of the Insured Person or a Diagnosis being changed as a result of testing for a known situation
 - Any changes in medication, therapies or diet that are a result of a previously known condition that can affect, degrade, and/or alter an Insured Person's currently stable condition and;
 - Any treatment in which an Insured Person is taking medications for known conditions whose side effects bring on or contribute to a sudden and unexpected Sickness, including but not limited to sudden changes in blood pressure, fatigue, fainting (syncope), loss of balance, internal bleeding and strokes;

- e) Any person with a terminal condition who either with or without medical approval chooses to travel and becomes ill as a direct consequence of that Sickness or the onset of a complication due to that Sickness;
 - f) Any treatment of heart disease or cardiac conditions that have shown symptoms within the last 6 months prior to the commencement date of the insurance whether immediately diagnosed or not.
- 8.2. costs as a result of diabetes mellitus and that which is directly related thereto, such as cardiovascular conditions, kidney disorders, eye defects and the like with patients suffering from diabetes.
- 8.3. costs as a result of gallstones and kidney stones;
- 8.4. costs of examinations and medical certificates, psycho-therapeutic treatments and dental treatments (by dentist, dental surgeon or orthodontist) with the exception of treatments as mentioned under article 7.2;
- 8.5. cost of artificial means and devices, including glasses, contact lenses and dentures;
- 8.6. costs of sterilization and undoing the same, treatments to support pregnancy, contraceptives, pregnancy and delivery, provoked abortion and leges artis, spontaneous abortion, fertility exam, genetic exam, partus immaturus and prematurus just as complications related to these treatments or ensuing from these;
- 8.7. created by war-risk/terrorism;
- 8.8. created during professional or (as the case may be semi-professional practicing of sports;
- 8.9. costs directly resulting from venereal diseases, suicide attempt, suicide, alcohol abuse or other narcotics or stimulants; these are also to include soft and hard drugs;
- 8.10. costs made due to hospitalization if and insofar the treatment can be postponed till after the final date of this insurance;
- 8.11. costs as a result of practicing a profession with the exception of commercial, administrative and supervisory activities.
- 8.12. as a result of participation in or preparation for speed, record and reliability runs on land, sea and in the air with motor vehicles or motor vessels or airplanes.
- 8.13. made while the insured was present in, to or on an airplane, other than as a passenger of a civil aviation aircraft.
- 8.14. arisen as a result of or related to nucleus reactions and the nuclear fission products created as a result, irrespective how such reactions were created, other than during an insured applied medical treatment.
- 8.15. costs of preventive medicine, alternative medicine, treatments by a speech therapist, rehabilitation clinical treatment;

- 8.16. if Assuria is intentionally deceived by the policyholder and or the benefits claimants by concealing facts and circumstances relevant to the assessment by Assuria of the claim and/or by making false statements;
- 8.17. costs of damage directly or indirectly related to or caused by the insured knowingly participating in a hijacking, strike, rebellion and/or terrorist act;
- 8.18. costs of damage directly or indirectly related to or caused by the insured committing or participating in a crime;
- 8.19. if the damage may be attributed to intent and/or intentional or unintentional recklessness of the insured or someone who has an interest in the benefit;
- 8.20. if the policyholder, the insured or the benefits claimants have given a misrepresentation of facts and circumstances or supplied false information and as a result Assuria's interests were prejudiced. If the violation of interests is not such that this justifies exclusion, Assuria will deduct from a possible payment the damage resulting from the misrepresentation or supply of false information of the policyholder, the insured or the benefits claimant, or if the payment has already taken place, recover this from the person who has misrepresented the facts or supplied false information. If the misrepresentation or the false information was supplied with the intent to deceive Assuria, the costs will never be reimbursable.

ARTICLE 9 | GENERAL OBLIGATION IN CASE OF DAMAGE

- 9.1. **Obligation to report**
As soon as the policyholder / insured is aware or should be aware of hospitalization, repatriation or transport of the body, he is obliged to notify Assuria /GBG thereof, preferably, within 1 business day.
- 9.2. **Obligation to provide information**
 - (a) Policyholder / insured is obliged within 90 days to provide Assuria, its medical advisor or those persons in charge of the control, all information and documents relevant to Assuria to assess the obligation to pay the claim.
 - (b) Assuria has the right to examine other files, if any, of the insured with the insurer and to use this information when handling claims.
- 9.3. **Obligation to cooperate**
The policyholder / insured is obliged to:
 - (a) render his full cooperation and to refrain from anything that may prejudice Assuria's interests. This means among other things that he is obliged to inform Assuria about any other insurance known to him at the time of the occurrence and which covers the damage claimed under this insurance.

- (b) be helpful to Assuria in seeking recovery (recourse) from a liable third party.
- (c) Refrain from acknowledging liability.

9.4. Sanction in case of non-compliance with obligations:

- (a) No rights may be derived from this insurance if policyholder / insured has not complied with any of the aforementioned obligations under the policy and has consequently prejudiced Assuria in its interests.
- (b) It is not a matter of violation of interests in case of an appropriate acknowledgement of liability or in case of an acknowledgement of mere facts.
- (c) Each right to payment ceases to exist, if the policyholder / insured has not complied with the aforementioned obligations with the intent to deceive Assuria.

9.5. Notification with request for payment Policyholder /insured is obliged to notify requests for payment as soon as possible with mentioning the insurance data, yet no later than 1 month following the end of the term of validity by means of forwarding to Assuria a fully completed and signed claims form. This form must be provided with original invoices.

9.6. Payment of costs incurred

- (a) After receipt of a claims form, it is first established whether and to what extent the damage is reimbursable, among other things taking into account maximum compensations.
- (b) Payment is made in accordance with the amount as set upon deducting the deductible, if and insofar such is applicable.
- (c) Unless agreed otherwise, costs made, if any, will be paid to the policyholders.

ARTICLE 10 | CONCURRENCE

Costs resulting from illnesses or accidents will not be compensated if the insured pursuant to a legally regulated insurance, a government scheme, a subsidy arrangement or – if this insurance agreement had not been concluded

– an agreement other than this agreement, may enforce a claim against the costs ensuing as a result thereof. The insurance shall only apply to supplement the cover that was provided or would be provided under another insurance, government scheme and/or subsidy arrangement, if this insurance did not exist.

ARTICLE 11 | AMENDMENT TO THE RISK

- 11.1. Any amendment that influences the rights and the obligations under this insurance agreement shall be notified in writing to Assuria as soon as possible, yet no later than within 1 month following the date on which the amendment occurred. If the policyholder fails to comply with the above, the right to a possible reclamation of premium, just as the right to a possible payment of claims shall cease to exist

- 11.2. The policyholder is obliged to notify Assuria in writing as soon as possible of a change of address. Notifications by Assuria to the policyholder shall be done in a legally valid manner to the address most recently known to Assuria.

ARTICLE 12 | INDEMNITY

Assuria is not liable to the policyholder / insured for damage suffered by him/her as a result of any medical act or omission by a service provider to whom or which the policyholder or the insured turned for medical care within the framework of this travel medical costs insurance.

ARTICLE 13 | DISPUTES

- 13.1. Disputes and/or complaints ensuing from this insurance agreement may be submitted to Assuria's management.
- 13.2. This insurance is governed by and construed in accordance with the laws of Suriname and the Suriname court has exclusive jurisdiction as regards disputes between parties.
- 13.3. Any claim for damages becomes invalid:
- (a) if not claimed within one year after this right arose.
 - (b) if not brought before the court within 90 days counting as of the day on which the insurer has wholly or in part rejected the claim concerned.

ARTICLE 14 | FRAUD

Fraud (in full or in part) shall lead to the following:

- (a) there is no insurance payment at all;
- (b) the fraud is reported to the police;
- (c) all insurance(s) in which the cheat is involved as policyholder and/or as insured, may be terminated by Assuria. This applies to the insurances taken out with Assuria;
- (d) damages and investigation costs paid, if any, are reclaimed.