
CONDITIONS AND COMPENSATION DENTAL INSURANCE

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INHOUDSOPGAVE

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These conditions apply to the following options of cover:

- TandPas Basic
- TandPas Classic
- TandPas Supreme
- TandPas Supreme +

CONTACT INFORMATION

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ARTIKEL 1 | DEFINITIONS

1.1. Company/ insurer

Assuria Medische Verzekering N.V.

1.2. Policyholder

The person who has entered into the insurance agreement with the insurer.

1.3. Insured

Any person mentioned as such in the policy schedule, the appendix to the policy or the insurance card and on grounds thereof is entitled to the benefits in accordance with the policy conditions.

1.4. Insurance

The TandPas Insurance taken out by the policyholder with the company.

1.5. Application form

The form the policyholder fills out to be eligible for the TandPas insurance.

1.6. List of service providers

Overview of care providers / service providers with whom the insurer has an agreement to provide services to the TandPas insured.

1.7. Set of teeth

Teeth and molars of a person, which for no more than 50% may be designated as being false and/or artificial.

1.8. Medical necessity

The necessity for acquisition, treatment and examination in accordance with generally accepted, medically scientific considerations.

1.9. Premium

The sum of money that the policyholder must pay to the insurer, in order to be entitled to dental treatments to be compensated by the insurer.

1.10. Dental record statement

A statement issued by a dentist, which statement shall be submitted to Assuria Medische Verzekering N.V. by the prospective insured to be eligible for dental care insurance.

1.11. Dental adviser

The dentist, who advises Assuria Medische Verzekering N.V. on dental matters.

1.12. Dental assistance

The dental treatments the insured is entitled to, performed by a dentist bound to the insurer by contract.

1.13. TandPas card

Evidence of the right to dental care in accordance with the policy conditions, which is issued by the insurer.

1.14. TandPas Dentist

The dentist registered and practicing in Suriname, with whom the insurer has entered into a services contract.

1.15. TandPas Index

List of dental treatments especially compiled by the insurer for the TandPas insured. This list is sent to the insured if so requested and is available for inspection at all the offices of the company.

ARTIKEL 2 | BASIS OF THE INSURANCE

2.1. The insurance agreement is based on the application form with the information of the policyholder or the insured, written either personally or not by the same and if necessary, written particulars provided separately by the policyholder or the insured.

2.2. The insurer shall issue to the policyholder or the insured, a policy and an insurance card as evidence of the insurance.

2.3. The insured is solely entitled to costs of dental assistance insofar as he is entitled on reasonable grounds to such assistance according to the contents and extent under the insurance agreement.

ARTIKEL 3 | REGISTRATION

- 3.1.** Policyholder and insured are obliged to fill out the application form completely and truthfully and to sign it provided with a date.
- 3.2.** If it turns out during the application procedure that by or on behalf of the policyholder / the insured matters that were important with regard to the decision- making of the insurer, were concealed or questions were answered incorrectly or incompletely, then the application will not be taken into consideration anymore.
- 3.3.** If it turns out after the approval of the application that by or on behalf of the policyholder / the insured matters that were important with regard to the decision- making of the insurer, were concealed or questions were answered incorrectly or incompletely, then in pursuance of article 320 of the Commercial Code, the acceptance of the insurance will be deemed to be null and void up to the inception date, subject to forfeiture of the premium paid. Expenses arisen during the acceptance period and resulting from wrongly using this insurance will be recovered from the policyholder / the insured.
- 3.4.** The application form, the information in writing provided separately and the dental health record as well as other documents in the possession of the insurer of the prospective insured, if any, shall constitute the basis for either accepting or rejecting the application.
- 3.5.** By signing the application form the company is authorized to gather medical information about the (prospective) insured and to share the same with the Dentist by whom the (prospective) insured is or will be treated.

ARTIKEL 4 | INCEPTION DATE, PERIOD AND EXPIRY OF THE INSURANCE

4.1. Inception date and period of the insurance

- 4.1.1.** The insurance becomes effective on the date referred to as the inception date in the policy schedule, provided that the premium due has been paid as at said date.
- 4.1.2.** The insurance is entered into for a period of 1 (one) year.
- 4.1.3.** The insurance is each time renewed with 1 (one) year, unless the same has been terminated no later than 30 days prior to the expiry of the term of validity and this by registered letter, subject to the provisions as set out in article 8.3.
- 4.1.4.** Upon entering into the insurance, the insured shall get a TandPas card. The period of validity of this card shall agree with the life of the insurance.

4.2. Expiry / termination of the insurance

The insurance shall expire or be cancelled in the following cases:

- By means of a written notice by the insurer no later than 30 days prior to the expiry of the validity of the insurance. The effective date of the expiry is the expiry date of the period of insurance. A cancellation once made, is irrevocable.
- by means of a notification in writing of the policyholder as to not agreeing with the adjustments of the policy conditions and this within 30 days following receipt of such conditions. A cancellation once made, is irrevocable.
- in case of permanent settlement abroad; this shall be subject to 30 days' notice in writing by the policyholder prior to departure;
- by means of a notification in writing that the policyholder or (as the case may be) the insured is obliged to be insured with the National Health Insurance Fund or another regulatory health care provider to compensate dental costs. The policyholder shall also send the company a copy of the registration certificate of the new insurance. The effective date of the expiry is the date of receipt of said notification in writing, yet no sooner than the inception date of the compulsory insurance;
- In case of article 3.3;
- in case of fraud or abuse of circumstances and if the insured does not duly comply with any of the obligations ensuing from the insurance;
- in case of overdue payment of the premium in pursuance of article 8.3.1;
- in case the insured passes away;
- in case of terminating employment with a collective insurance.

ARTIKEL 5 | RIGHTS AND OBLIGATIONS OF THE INSURED

- 5.1.** The insured is entitled, by means of submitting the TandPas card, to make use of the coverage obtained.
- 5.2.** If through the actions of a liable third party the policyholder / insured incurs costs, which costs are compensated by the company, the policyholder / insured is obliged to render full cooperation to recover said costs from the relevant third party. Without permission in writing from the company, it is not permitted to effect a settlement, (cause a settlement to be effected) with said third party or with his insurance company.
- 5.3.** In case the company's interests are prejudiced as a result of the fact that policyholder / insured does not comply with the obligations referred to under article 5.2, the Company shall not be obliged to compensate the costs.

- 5.4. As regards dental care services, the insured is obliged to turn to the dentist chosen by him as is evident from the application form.
- 5.5. The insured is obliged to go to his TandPas dentist once a year to have his set of teeth inspected. The company / insurer shall receive from the TandPas dentist, a dental record statement as evidence thereof.
- 5.6. The insured is obliged to provide in good faith to the TandPas dentist, the required information in order to obtain the (follow-up) dental record statement.

ARTIKEL 6 | COMPENSATIONS / EXCLUSIONS

- 6.1. The company shall compensate dental costs incurred within the borders of the Republic of Suriname.

The following dental treatments, which have been further described in the TandPas Index, shall be compensated.

- a) Consults
- b) Oral hygiene
- c) X-rays
- d) Anesthesia
- e) Fillings
- f) Gums treatment
- g) Root treatment
- h) Surgery by dentist
- i) Prosthetic provisions

- 6.1. Subject to the covered option, the following maximum compensation shall apply per policy year. Assuria has TandPas Basic, TandPas Classic, TandPas Supreme and TandPas Supreme +

- 6.2. Exclusions

The following shall explicitly not be compensated:

- Costs of dental treatments made within 6 months following the commencement of the dental insurance, unless such costs are the direct result of an accident.
- All other dental treatments not included in the TandPas index.

ARTIKEL 7 | PROCEDURES BIJ VERGOEDINGEN

7.1. Payment of the compensation

- 7.1.1.** The company pays the costs directly to the TandPas dentist.
- 7.1.2.** In case due to special circumstances the policy holder / the insured pays the costs himself / herself, then the company shall compensate the costs as soon as the right thereto has been established.

7.2. Conditions for compensation

- 7.2.1.** The company solely compensates costs made prior to the premium due date.
- 7.2.2.** In applying the provisions of article 7.1.2, the right to compensation will only be established after submission of original and clearly itemized bills. The bills shall be signed by the care provider provided with a signature, stamp and date of treatment.
- 7.2.3.** If the policy holder / insured has paid the bills in foreign currency, then payment of the costs incurred, shall be paid by the company in Suriname currency. The company shall make use of the quotations of the Central Bank of Suriname effective on the date on which the assistance was provided in order to determine the equivalent amount of such costs.
- 7.2.4.** Costs as referred to in article 7.1.2 shall only be compensated of bills that are submitted to the company no later than 2 weeks following the date of the treatment.
- 7.2.5.** Medical costs are only compensated based on the rate agreed with the dentist. In case no rate was agreed upon, the costs shall be compensated based on the rate as laid down by the Association of Dentists in Suriname.
- 7.2.6.** The right to compensation for dental treatments shall only exist if the compulsory annual check-up of the set of teeth has taken place.

7.3. Concurrence

In pursuance of article 5.2 and in case of other dental costs incurred, as regards to which the insured may assert rights for the costs ensuing as a result thereof, by virtue of a legally arranged insurance, a government arrangement, a subsidy arrangement or – had this insurance agreement not been taken out – an agreement other than this one, such costs shall not be compensated and/or recovered. The insurance shall only apply as a supplement in addition to the cover that was granted or would be granted under another insurance, government arrangement and/or subsidy arrangement, if this insurance did not exist.

ARTIKEL 8 | PREMIUM

8.1. Amount of the premium

- 8.1.1** The policy schedule shall mention the amount of the insurance premium.
- 8.1.2** The company shall determine the premium for the insurance subject to the (medical) information on the inception date.
- 8.1.3** A policy fee will be charged on the premium per insurance as at the inception date and thereafter at all times per policy due date. If the TandPas insurance has been taken out in combination with an AZPAS insurance, no separate policy fee will be charged for the TandPas insurance.

8.2 Premium payment

- 8.2.1** The policyholder is obliged to pay the premium in advance.
- 8.2.2** The premium paid as such shall always be first deducted from the longest outstanding claim.
- 8.2.3** It is not allowed to set off the premium against compensations still due on the part of the company.
- 8.2.4** The premium is payable through bank giro or at the offices of the company. Not offering a notification by the company shall not discharge the policyholder from his obligation to pay the premium.

8.3 Non-timely payment in case of renewal

- 8.3.1** Non-payment of the premium
- In case of non-payment of the premium within 14 days after it has become due, the company is entitled, without a notice of default, to suspend the insurance, which suspension shall be deemed to have become effective on the first day of the period over which the overdue premium is payable.
 - If within 14 days following the day of the suspension the premium has not been paid, the insurance shall be terminated as of the first day on which the overdue premium is payable.
 - The premium also remains due and payable over the period of suspension, without the insured being entitled to invoke compensation.

- In case of suspension, the insurance only becomes effective on the day after which the premium due and the collection costs incurred by the company as well as the legal interest have been paid.

8.3.2 Costs attached to the collection of overdue premium

In addition to the overdue premium, the company has the right to claim or cause to be claimed, the administrative fees and the legal interest. In the event collection measures are taken, both the judicial and extra-judicial fees shall be charged to the policyholder. Such costs amount to minimally 15% of the premium sum due.

8.3.3 Repeated overdue premium

In case of repeated arrears of premium payment, the company has the right to claim or cause to be claimed forthwith and in full, the premium over the remaining part of the period the insurance was entered into or continued thereafter. The company also has the right to terminate the insurance on a date it so determines.

8.3.4 Suspension of the insurance

The policyholder is not entitled to compensation of costs, as regards to which the need or the expectation to incur such costs was revealed in the period of suspension of the insurance.

8.4 Premium refund

8.4.1 In the following cases the premium will be refunded up to the day of returning the TandPas card:

- In case of permanent settlement of the insured abroad, as is evident from submitting a certificate of de-registration from the Central Bureau for Civil Affairs;
- In case of compulsory insurance with the National Health Insurance or pursuant to a public law regulation.
- In case of termination of employment with a collective TANDPAS insurance, other than the case referred to in article 8.4.2.

In case of premium refund, administrative costs will be charged.

8.4.2 There shall be no refund of the premium in case the insurance is terminated due to the death of the insured.

ARTIKEL 9 | CHOICE OF DENTIST

- 9.1.** Upon the inception of the insurance, the insured shall make a choice from the list of dentists with whom the company has entered into a services agreement.
- 9.2.** After taking out the insurance, the insured may choose another dentist. Where applicable, the company may institute an investigation into the reason of such application for another dentist. A new TandPas card shall entail costs. Such costs shall be at the expense of the policyholder.
- 9.3.** Without prejudice to the provisions laid down in the previous paragraph, changing dentist is allowed free of charge, if the company has been notified thereof in writing within 30 days prior to the renewal of the insurance, in case the dentist passes away or if the agreement between the company and the dentist is terminated.

ARTIKEL 10 | AMENDMENTS TO PREMIUMS AND/OR CONDITIONS

- 10.1.** The company has the right to amend the premium and/or the conditions and to adjust this insurance in the interim period to the new premium and/or conditions. The company shall notify the policyholder / the insured in advance of such adjustment.
- 10.2.** The policyholder who does not agree with the adjustment of the conditions of the insurance, may terminate the insurance, unless the amendment directly ensues from an amendment to a statutory regulation. The termination shall be notified to the company in writing and this within 30 days following the day on which the policyholder was notified of the adjustment of the conditions. The insurance shall then be terminated on the effective date of the adjustment.
- 10.3.** The policyholder who does not agree with an adjustment of the premium of the insurance may terminate the insurance. Such termination shall be notified in writing to the company in the period between the date on which the policyholder was notified of the adjustment and the effective date of the adjustment, yet no later than 30 days following the day on which the policyholder was notified of such adjustment.
- 10.4.** If the company within the response periods as referred to in paragraphs 2 and 3 has not received from the policyholder a written notification, then the insurance shall be continued at the new premium and/or conditions.

- 10.5.** The adjustments as notified, shall automatically apply to the policyholder if he/she has not been insured with the company for 12 months yet.

ARTIKEL 11 | DISPUTES

- 11.1.** This agreement shall be governed by the laws of Suriname.
- 11.2.** In case of a dispute regarding the amount of the damages, the company is obliged to pay by virtue of the policy conditions, such dispute shall be submitted to an advisory committee, consisting of three members. The decision of such committee shall be accepted by parties as having a binding effect.
- 11.3.** The members of the advisory committee shall be chosen from among persons who may be deemed to be experts as regards the subject of the dispute. Each party shall appoint a member; the members appointed by the parties shall appoint the third member in mutual consultation. If parties do not reach an agreement on the appointment of the third member, then said third member shall be appointed by the competent court in Suriname, at the request thereto of both parties or of either party. The latter shall then notify the other party as to the submission of said request. A deed signed by parties and the members of the advisory committee shall evidence the appointment of the members of said committee. The said deed shall describe the subject of the dispute as well.
- 11.4.** The members of the advisory committee shall give their advice in all reasonableness and fairness. Each party shall bear the costs of the member appointed by him. The costs of the third party shall be shared by parties on a fifty- fifty basis. The third party shall be authorised to require from parties an amount as security to be so determined by him, prior to dealing with the case. Parties shall then be obliged to create such a deposit.

ARTIKEL 12 | LOSS OF TANDPAS CARD

Having a new TandPas card made in case it got lost, shall entail administrative charges.