

POLICY CONDITIONS

PERSONAL ACCIDENT

Assuria

General Conditions Personal Accident Insurance

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Article 1 Glossary

In this policy the following terms are defined as stated below:

AMA-guide

Guides to the Evaluation of Permanent Impairment. This is a publication of the American Medical Association.

The extent of disability determined pursuant to these Guides is binding. (www.ama-assn.org)

Beneficiary

The person to whom the right to payment is granted.

Calamity risk

The risk that as a result of a single event or a series of related events, damage of an abnormal extent is caused to several insured.

Surviving relative

Blood relative who after the death of the insured is entitled to grant permission for an autopsy of the body of the insured.

Accident

An act of violence that suddenly and directly from the outside affects the body and causes bodily injury, which can be medically established.

Accident is also meant to refer to:

- 1 Acute poisoning as a result of sudden and unintentional inhalation / swallowing of gasses, vapours, liquid or solid substances.
An exception in this respect is poisoning caused by:
 - the use of medicines;
 - inhaling / swallowing allergens, pathogens, narcotics or stimulants;
- 2 Contamination by pathogenic organisms or an allergic reaction:
 - as a direct result of an unintentional fall into the water or any other substance;
 - or getting into the water or any other substance in an attempt to rescue a person, an animal or property;
- 3 Inhaling / swallowing substances or objects, unintentionally and suddenly as a result of which internal injury is caused. An exception in this respect is the penetration of pathogenic organisms or allergens;
- 4 Strain, dislocation and tear of muscle tissue and ligaments, provided that these injuries were suddenly created and that their nature and location can be medically established;
- 5 Suffocation, drowning, freezing, heatstroke, irritation, burning;
- 6 Exhaustion, starvation, dehydration and sunburn as a result of unforeseen circumstances;
- 7 Wound infection or blood poisoning by pathogenic organisms, which penetrated as a result of an accident injury;
- 8 Complications or worsening of the accident injury as a direct result of first aid or of medical treatment made necessary due to the accident;
- 9 Post Whiplash syndrome without objective defects gives the right to payment of 0% up to maximally 5% according to the guidelines of the AMA-guide.

Us/ our / we

Assuria *Schadeverzekering N.V.*, the insurer with whom this insurance has been taken out.

Premium

The sum of money the policyholder pays to Assuria for the insurance.

Terrorism

Violent acts or behaviour in the form of an attack or a series of attacks as a result of which damage / loss arises. In this respect it is plausible that the said attack(s) is/are plotted or executed with the goal to realize political and/or religious and/or ideological purposes.

Attacks constitute a series when as far as time and objective are concerned they are interconnected.

Damage is meant to refer to:

-injury and/or impairment of the health situation whether or not fatal;

You / Your

(Of) the person mentioned on the policy schedule who has entered into the insurance agreement.

Insured

The person to whom the insurance applies, on the condition that he/she actually resides in Suriname and as such belongs to the cycle of insured persons as mentioned in the policy schedule.

Policyholder

The person who has taken out the insurance and in whose name the insurance is stated.

Hostilities

Damage caused by or arisen from:

- 1 Armed conflict:
Any occurrence in which states or other organized parties are engaged in combat with each other, or at least is combating the other, with the use of military means. The term Armed Conflict shall include any armed action taken by a Peace Keeping Force of the United Nations.
- 2 Civil war:
A more or less organized violent struggle among inhabitants of one and the same state, involving a considerable part of that state's inhabitants.
- 3 Insurrection:
Any organized violent resistance within a state directed against the public authorities.
- 4 Civil Commotion: more or less organized violent actions occurring at various places within the state.
- 5 Riots:
More or less organized local violent agitation directed against the public authorities.
- 6 Mutiny:
A more or less organized violent movement of members of an armed force directed against the authorities under whose authority they are.

Article 2 Basis of the insurance

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.

Article 3 Policy territory

The insurance applies to accidents that happened to the insured during the life of this insurance, wherever in the world during 24 hours a day.

Article 4 What is insured

4.1 Death benefit (Section A)

In case of death of the insured as a direct result of an accident, we pay the insured sum in case the insured passes away. If prior to the death we have made a payment due to permanent disability - which was the result of the same accident - then such payment will be deducted from the payment made in connection with the death of the insured.

If the payment we made due to permanent disability is higher than the death benefit, we will not reclaim any of such amount.

4.2 Payment in case of permanent disability (Section B)

In case of permanent disability of the insured as a direct result of an accident we pay permanent disability benefit.

Permanent disability is meant to refer to: permanent full or partial (function) loss of any member or organ of the body of the insured.

If the insured dies prior to determining the permanent disability, as a result of another cause than the accident, then the right to permanent disability benefit shall remain to exist. We shall determine the amount of the payment on the basis of the anticipated permanent disability, such as may be expected on grounds of medical reports, had the insured not died.

4.3 Occupational disability benefit (Section C)

In case of occupational disability the special conditions shall apply.

4.4 Right to compensation of medical costs (Section D)

- a. If the insured has made medical costs as a direct result of an accident, we shall compensate these costs up to maximally the amount insured for medical costs.
- b. Only those costs will be compensated by us of which it may reasonably be established that they were medically necessary or for the examination and recovery of the insured.
- c. If the medical costs are covered by another insurance, whether of an earlier date or not, we are only obliged to compensate the part not entitled to compensation by the other insurance.
If a similar provision is included in the conditions of that other insurance or if the other insurer refuses to pay the costs within a reasonable term, we will compensate the costs insofar as such costs are covered under this insurance. However, if so requested by us, the insured is obliged to transfer to us his rights with the other insurer.

Article 5 Determining the extent of permanent disability

- 5.1 The extent of permanent disability shall solely be determined by means of a medical examination to be conducted in Suriname. The provision of the percentage of (function) loss in case of injury to one or more of the members or organs as referred to in article 6 paragraph 2, shall be done pursuant to

standards as laid down in the AMA-guide. Upon determining the disability percentage, the profession / occupation of the insured will not be taken into consideration.

- 5.2** The extent of permanent disability is determined in case of an unchanging situation. If within 2 years no unchanging final situation has been reached, the permanent disability will be determined on the basis of a medical examination, unless otherwise agreed with the insured.
- 5.3** The extent of permanent disability shall be determined on the basis of the (function) loss without taking into account artificial devices or aids placed externally after the accident. If internal artificial devices or aids have been placed, the less (function) loss obtained as a result thereof will be taken into consideration.

Article 6 Determining the payment percentage due to permanent disability

- 6.1** Determining the percentage of (function) loss in case of injury to one or several of the members or organs mentioned in this article under paragraph 2, shall be done pursuant to the guidelines set out in the AMA-guide.
- 6.2** Below we will give some examples of payment percentages of disability pursuant to the AMA-guide

100	eyesight of both eyes
30	eyesight of one eye
70	eyesight of one eye, if the company has already made a payment by virtue of this insurance due to the loss of the eyesight of the other eye
60	Hearing to both ears
30	Hearing to one ear
75	Arm
65	All fingers of the same hand
25	Thumb
15	Index finger
12	Middle finger
10	Ring finger
10	Pink
70	Leg
10	Big toe
5	Other toe
5	Spleen
15	Kidney
25	Lung
5	Taste and/or smell

50	Power of speech
20	All teeth elements without prosthetic possibility, except for milk teeth and dentures
5	All teeth elements with prosthetic possibility, except for milk teeth and dentures
5	the cervical spine as a result of 'Whiplash syndrome'

6.3 When it is a question of partial (function) loss of one or more of the aforesaid members or organs, a proportional part will be paid, and all with due observance of the provisions set out in paragraph 1 of this article.

6.4 Accumulation of payments
As regards one or more accidents the insured suffered from during the life of this insurance, the sum of all payments for the permanent disability shall not exceed the insured sum.

6.5 In all cases not mentioned above, the payment percentage shall be geared to the extent of the permanent disability, which is caused in total by that injury to the body, and all with due observance of the provisions of paragraph 1 of this article.

Article 7 Exclusions

We are not obliged to pay out in case of:

- 7.1** Accidents caused intentionally or with the approval of the insured or another person who has an interest in the payment.
- 7.2** Accidents in connection with an offence committed by the insured or in which he/she participated or an attempt thereto.
- 7.3** Accidents as a result of a great risk in the course of which the insured endangered his/her life or body in a reckless manner. This exclusion does not apply if such great risk was reasonably necessary in case of a legitimate self-defence or in attempts to rescue himself/herself, others, animals or property.
- 7.4** Accidents caused as a result of an ailing situation or by physical or mental defects of the insured. This provision does not apply if these circumstances are the result of an accident for which we are or were indebted payment on grounds of this insurance.
- 7.5** Psychological disorders, of any cause whatsoever, except if it can be medically proven that these were the direct result of brain injury, caused by the accident.
- 7.6** Accidents, which became possible because:
on grounds of the facts we are able to make it plausible that the accident is the result of excessive alcohol abuse.
- 7.7** Accidents that were created as a result of the use of addiction to intoxicating, narcotic, stimulating or similar substances. This exclusion does not apply if

- the insured uses these substances in accordance with the prescription of a physician and the insured observed the instructions.
- 7.8** Bulge of an intervertebral disc (hernia nuclei pulposi), cracking tendonitis (tendovaginitis crepitans), whiplash (coup de fouet) preiarthritis humeroscapularis (P.H.S.), tennis arm (epicondylitis lateralis), or golfer's arm (epicondylitis medialis), spontaneous tendon rupture, intestinal fracture, lumbago and strained muscles.
- 7.9** The consequences of a medical treatment the insured underwent without any connection with an accident covered under this insurance, which made such treatment necessary.
- 7.10** Accidents that are the result of:
- a.** riding a motorcycle with a cylinder capacity of 50 cc. or more;
 - b.** participating in trainings for, or participating in competitions involving motorcycles, motorboats and (motor)bikes, if in those competitions the speed element dominates;
 - c.** practising sports as (additional) occupation;
 - d.** participating in: going down caves (speleology), American football, mountaineering, bobsleigh, boxing, bungee jumping, hang gliding and ultralight flying, deep-sea diving, ice hockey, ice sailing, kickboxing, kite-surfing, riding horseback, do parachuting, paragliding, parasailing, rugby, skiing, skydiving, fencing, wild-water sailing, wrestling, gliding.
- 7.11** Accidents as regards to which the insured or an interested party misrepresented the facts or did not state the truth.
- 7.12** Accidents created, stimulated or worsened either directly or indirectly by hostilities.
- 7.13** Accidents created, stimulated or worsened either directly or indirectly by terrorism.
- 7.14** Accidents created by, occurring during or resulting from a nuclear reaction irrespective how such reaction was created.
- 7.15** Accidents by making use of a power plane otherwise than as a passenger.
- 7.16** Accidents resulting from gross negligence of the safety measures and regulations offered during trips in high mountains and on glaciers as well as during "clashing" against rocks and over ice.
- 7.17** Accidents as a result of or during the military service of the insured and the accident is directly and solely connected thereto.
- 7.18** Accidents caused by earthquake, volcanic eruption, seaquake and cyclone.

Article 8 Progressive cover

The policy schedule shall mention whether it is a question of a progressive cover. If the policy schedule mentions this, then we base the calculation of the payment on the table below.

Disability percentage %	Payment percentage progressive cover up to 200 % %	Disability percentage %	Payment percentage progressive cover up to 200 % %
26	27	64	103
27	29	65	105
28	31	66	107
29	33	67	109
30	35	68	111
31	37	69	113
32	39	70	115
33	41	71	117
34	43	72	119
35	45	73	121
36	47	74	123
37	49	75	125
38	51	76	128
39	53	77	131
40	55	78	134
41	57	79	137
42	59	80	140
43	61	81	143
44	63	82	146
45	65	83	149
46	67	84	152
47	69	85	155
48	71	86	158
49	73	87	161
50	75	88	164
51	77	89	167
52	79	90	170
53	81	91	173
54	83	92	176
55	85	93	179
56	87	94	182
57	89	95	185
58	91	96	188
59	93	97	191
60	95	98	194

61	97	99	197
62	99	100	200
63	101		

Article 9 Beneficial entitlement

- 9.1** In case the insured dies as a result of an accident, if not stipulated otherwise, then payment shall be made to the spouse of the insured and if there is no spouse, to the legal heirs. Spouse is also meant to refer to the partner who is not a relative, but has a long-term cohabitation with the insured as a family.
- 9.2** The Republic of Suriname and the creditors who are no heirs, may under no circumstances whatsoever be entitled to this payment.
- 9.3** Payment by virtue of Section B, C and D shall be made to the beneficiary.

Article 10 Influence of existing disability or ailing condition

- 10.1.** If the consequences of the accident were made worse due to sickness, infirmity or an abnormal physical or mental condition of the insured, then in order to determine the payments, the consequences that would result from the accident if the insured were entirely able-bodied and healthy, will be started from.
- 10.2.** However, the restriction under paragraph 1 does not apply if the existing sickness, infirmity or an abnormal physical or mental condition of the insured, is the result of an earlier accident as regards to which the company has already provided or still has to provide payment by virtue of this insurance.
- 10.3.** Insofar as an existing ailing condition has been worsened as a result of an accident, the company will not provide payment for these purposes.
- 10.4.** If already prior to an accident (function) loss of the member or organ existed, the payment for permanent disability will be reduced proportionally.

Article 11 Obligations in case of an accident

- 11.1** If an insured passes away, you or the beneficiary / beneficiaries must notify us hereof at least 24 hours prior to the funeral or the cremation. If so desired by us, the surviving relatives must render their cooperation to all measures to determine the cause of death.
- 11.2** In case of permanent disability as the result of an accident, you or the insured must notify us thereof as soon as possible, yet no later than within three months following such accident. If you or the insured notifies us of the accident at a later stage, but no later than within five years following the accident, the right to payment may still arise if it can be proven that:
- the permanent disability is solely the result of an accident;
 - the consequences of the accident were not increased due to sickness, infirmity or an abnormal physical or mental condition;
 - the insured has followed the regulations of the physician who treats him, in every respect.
- 11.3** The insured must immediately go to a doctor, do everything to promote his or her recovery and to refrain from doing anything that may delay or hamper his or her recovery.
- 11.4** If so requested by us, at our expense, the insured must undergo an examination by a doctor to be appointed by us or have himself/herself admitted to hospital for examination if the doctor deems this necessary.

- 11.5 The insured must provide (or cause to be provided to) us or the experts appointed by us, all information necessary to determine the right to payment.
- 11.6 If so requested by us the insured must authorize us to retrieve information necessary to determine the right to payment.
- 11.7 Upon providing information the insured may not conceal facts or circumstances, which may be important to us to determine the extent of permanent disability.
- 11.8 The insured must contact us at least 24 hours before leaving the country.
- 11.9 If the insured does not comply with the aforesaid obligations, you must comply with them to the extent you are able to do so.

Article 12 Determining sanctions

- 12.1 If you, the insured or in case of death, the beneficiary or surviving relatives do not comply with the obligations mentioned in article 11 and as a result thereof our interests have been prejudiced, we may terminate the right to payment.
- 12.2 The right to payment will cease to exist if within one year following our final decision in writing no (legal) claim has been instituted against us.

Article 13 Consequences of non-timely premium payment

- 13.1 If you do not pay the premium within 30 days following the inception date, the cover shall be suspended as of the inception date.
- 13.2 As of the date of suspension no right exists to payment for accidents that occurred in the period during which the cover was suspended.
- 13.3 During the period in which the cover is suspended, we may terminate this insurance without observing any notice period.
- 13.4 If you pay the premium as yet, the cover for this insurance will become effective again the day following the date on which we have received the amount due (being the premium and judicial and extrajudicial costs, if any, as described in paragraph 6 of this article), but:
 - a. not if we have already terminated the insurance;
 - b. never in the case mentioned in paragraph 3 of this article.
- 13.5 If we suspend this insurance, you shall remain indebted the premium in full.
- 13.6 If we take measures for collection of the claim, all judicial and extrajudicial costs shall be at your expense.

Article 14 General adjustment of premium and/or conditions

- 14.1 We may amend the premium and/or the conditions of all insurances or categories of insurances.
- 14.2 In case of a general adjustment that also applies to this insurance, we will notify you thereof.
- 14.3 In case of a general adjustment you may change or cancel the insurance, except if the adjustment:
 - a. implies an improvement of the conditions and/or a reduction of the premium;
 - b. ensues from statutory regulations or provisions.
- 14.4 If you wish to terminate the insurance, you shall notify us thereof in writing within the term to be mentioned by us in our notification on the amendment. The insurance will then end on the date to be mentioned as well in our notification. If we have not received from you a cancellation within the term mentioned, we will assume that you agree with the amendment.

Article 15 Change of the profession / occupation or the duties related thereto

- 15.1.** A change of profession / occupation or the duties of the insured shall be notified to us in writing within 30 days following such change.
- 15.2.** If in our opinion the change does not result in a risk-increase, this insurance shall remain in force in full, where applicable at a reduced premium as of the date on which we received the notification of the change.
- 15.3** In case a risk-increase that is acceptable to us, is concerned, the premium will be adjusted to the new risk, in the course of which also other conditions may be attached.
The policyholder has the right to lodge an objection within 30 days following such adjustment, in which case this insurance shall be terminated at the end of the term mentioned.
- 15.4** If the change of profession / occupation or (as the case may be) the duties is not acceptable to us, then we have the right to terminate this insurance with due observance of a notice period of at least 14 days.
- 15.5** As long as no acceptable change of risk has been notified or the insurance has not been adjusted, payment for an occupational accident shall be made in the proportion of the old to the new premium due.
If the risk-increase is not acceptable to us, the insured shall only be entitled to payment for accidents outside his/her profession / occupation.

Article 16 Duration and cancellation

- 16.1** The insurance is in force for the period as mentioned in the policy schedule.
- 16.2** If the insurance is entered into for a year it shall at all times be renewed tacitly for one year. You may terminate this insurance as of the maturity date mentioned in the policy schedule if your written notification of cancellation has been received by us no later than two months prior to such maturity date.

Article 17 Termination of the insurance

- 17.1** This insurance shall terminate if we establish that you or the insured has intentionally provided to us or had us provided with incorrect information.
- 17.2** This insurance shall terminate if you or the insured does not comply with the obligations.
- 17.3** We may only terminate the insurance on grounds of reasons mentioned in this article or in article 13.
- 17.4** The cover shall terminate for the insured:
- a.** at the end of the policy year, in which the insured has reached the age of 75.
 - b.** the moment the insured is placed under guardianship or becomes mentally ill.
 - c.** the day following the death of the insured;
 - d.** as soon as the insured ceases to have his place of residence in Suriname;
 - e.** the moment on which the insured is sentenced to imprisonment for a crime committed.

Article 18 Due date

Any payment that has not been claimed one year after it has become payable, shall accrue to us.

Article 19 Address

Our notifications to you or the insured are done in a legally valid manner if we send such notification to the addresses most recently known to us or the address of the agent who acted as an intermediary with regard to this insurance.

Article 20 Complaints

In case you are not satisfied with our services, we would appreciate it if you would notify us thereof.

We take your complaint very seriously. Your complaints regarding the intermediary services, the effectuation and implementation of the insurance may be submitted to our Customers Centre. We will deal with your complaint as adequately as possible.

Article 21 Disputes

- 21.1 All disputes may be submitted to:
 - the Suriname court or if so agreed by parties, a board of arbitrators.
- 21.2 If parties submit the dispute to a board of arbitrators, this shall be done with done observance of the following provisions.
- 21.3 The members of the board of arbitrators shall be chosen from persons who may be deemed experts on the subject of the dispute.
- 21.4 Each party shall appoint an expert; these experts shall jointly appoint the third member. In case of discord with respect to the choice of the third member, the latter shall be appointed by the Suriname court at the request of parties or either party.
- 21.5 The appointment of the members of the arbitration board must become evident from a deed signed by parties, stating the subject of the dispute.
- 21.6 Each party shall bear the costs of the member so appointed by the party concerned; the costs of the third member shall be equally borne by parties.
- 21.7 The decision of the board shall be binding.

Article 22 Applicable law

This insurance shall be governed by Suriname law.