

Passenger Insurance

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These conditions apply exclusively and to the extent stated in the policy and constitute an integral part of the conditions of the motor vehicle insurance applicable to this insurance.

1 The insured persons

The insured persons are defined as:

- the passengers of the motor vehicle stated in the policy, including the (actual) driver, who enter, who exit or sit in seats intended for passengers;
- the persons referred to above who are in the immediate vicinity of the motor vehicle on the public road in connection with an incident with the vehicle or during the performance of an emergency repair.

2 Definition accident

An accident is defined as:

- a sudden and unexpected event, evoked by an external cause, independent of the will of the insured person or anyone having an interest in the insurance, which results in the death or medically verifiable physical injury of the insured person;
- drowning, suffocation, lightning and acute poisoning due to inhalation of gases and fumes;
- Weil's disease, typhoid and paratyphoid as a consequence of entering the water.

3 Beneficiaries

The benefits under this insurance will only be paid to the beneficiaries stated in this article, unless provided otherwise elsewhere in this policy.

3.1 Benefits due to death (A)

Benefits due to the death of an insured person are paid to:

- the spouse of the insured person;
- if there is no spouse, the children of the insured person, each for an equal share;
- if there are no children, the joint heirs of the insured person, with the exception of the State of the Netherlands, the government of Curaçao and any other governments.

3.2 Benefits due to permanent disability (B)

Benefits due to permanent disability are paid to the insured person himself/herself.

4 Benefits

4.1 Death (A)

In the event of death the amount stated under A in the policy will be paid in full if:

- the insured person dies within 730 days of the day on which the accident occurred to the insured person; and
- the death is solely the consequence of the accident; and
- the death is a direct consequence of the accident.

4.2 Death after permanent disability

If prior to the death benefits were paid due to permanent disability (B), these benefits will be deducted from the benefits due to death (A). If the total amount paid for permanent disability (B) exceeds the insured amount in the event of death (A), the excess does not have to be paid back to the insurance company.

4.3 Permanent disability (B)

In the event of permanent loss of limbs or functions occurring within 730 days of the day on which the accident occurred to the insured person, solely resulting from and a direct consequence of that accident, the insured amount stated in the policy for

permanent disability (B) will be paid in full or in part, according to the degree of disability.

In the following cases the benefits due to permanent disability are based on a fixed and invariable percentage of the insured amount, as stated below. In the event of complete loss of the below parts of the body or sensory functions the percentages of the insured amount for permanent disability (B) as stated below are applicable:

Both legs or feet	100%
Both arms or hands	100%
One arm or hand and one leg or foot together	100%
The right arm	75%
The right forearm	65%
The right hand	60%
The thumb of the right hand	25%
The index finger of the right hand	15%
Each other finger of the right hand	10%
The five fingers of the right hand together	60%
For corresponding loss of the left arm, forearm, hand and fingers 4/5 of the percentages stated above.	
A leg	70%
A lower leg	60%
A foot	50%
A big toe	10%
Any other toe	4%
The vision in both eyes	100%
The vision in one eye	30%
The hearing in both ears	50%
The hearing in one ear	20%

Should the insured person be left-handed, then the benefit ratios stated for the right and left parts of the body will apply to the left and right parts of the body respectively. In case of partial loss of parts of the body or sensory functions a proportionate part of these percentages will apply. In the event of several injuries – whether or not to multiple insured persons – resulting from one and the same accident, the maximum amount compensated is limited to the maximum insured amount for permanent disability (B). In the event of concurrence of one or more accidents the maximum amount paid is limited to the insured amount for permanent disability (B).

In the event of permanent disability other than described above, the percentage will be determined according to the importance relative to the disabilities described. The profession of the insured person injured will not be taken into account when determining the degree of disability.

The degree of permanent disability is determined as soon as a permanent condition has been established, however, if desired, within two years after the accident.

The entitlement to benefit for permanent disability (B) lapses if the claim for damages due to permanent disability is not submitted to the insurance company within 90 days after expiration of the said period of two years.

4.4 Medical expenses (C)

If the insured person requires medical treatment for the consequences of an accident, the reasonably incurred expenses are compensated to a maximum of the insured amount, insofar as these expenses are not covered under the conditions of another insurance or scheme.

Expenses are defined as: ambulance costs, doctors' fees, costs of medical treatment such as surgery, nursing, X-rays, as well as medicines and prostheses prescribed.

The expenses must be incurred as a direct consequence of an accident.

The original invoices must be submitted within six months after the expenses were incurred.

5 Exclusions

In addition to the exclusions stated in the Policy Conditions Motor Vehicle Insurance, the insurance does not apply if the accident occurred to the passenger(s):

- due to intent or deliberate recklessness of the affected passenger or his/her beneficiary;
- while the actual driver of the motor vehicle was to such an extent under the influence of alcohol and/or any other intoxicating or stimulating substance, that it could reasonably be expected that he would not be capable to properly drive the motor vehicle;
- outside the driver's cabin, if the insurance pertains to a van or truck, with due observance of the provisions of article 1;
- while the actual driver does not have a valid driving license or other document legally required for the motor vehicle, or is disqualified from driving;
- while not wearing the seat belt, both in the front and in the back of the motor vehicle;
- while preparing for or participating in speed races, speed trials or speed tests, as well as reliability tests if these are not held exclusively in Curaçao;
- during the period the motor vehicle was seized or used pursuant to a government decision;
- because of or in connection with nuclear reactions or radioactivity;
- while or because the motor vehicle was used without permission of the policyholder or was rented out or used for professional passenger transportation for payment, or was used for a purpose other than the purpose known to the insurance company or permitted by law.

Or if the accident (partly) occurred on account of an illness or disorder or an abnormal physical or mental state, unless these circumstances are a consequence of an accident for which the insurance company owed or still owes benefits under this insurance.

6 Limitations young people and elderly people

For passengers under the age of 18 or over the age of 70 at the time the accident occurred, in deviation from the insured

amount stated in the policy, the benefits due to death (A) are limited to ANG 5,000 per person.

For passengers over the age of 70 at the time the accident occurred, in deviation from the insured amount stated in the policy, the benefits due to permanent disability (B) are limited to 50% of the insured amount, with a maximum of ANG 5,000 per person.

7 Influence of pre-existing disability or illness

If the affected passenger already suffered from any ailment, disease or disorder, the determination of the benefits will only take account of the consequences of the accident that would have occurred if such ailment, disease or disorder did not pre-exist. When determining the degree of permanent disability of the passenger due to complete or partial loss of any part of the body, solely resulting from and a direct consequence of the accident, the benefit entitlement corresponding with such degree of disability will be reduced by the amount to be determined in accordance with article 4 for the pre-existing complete or partial loss of one or more parts of this part of the body.

8 Multiple policies

If multiple passenger insurances have been taken out with the insurance company for the passengers of the same motor vehicle, the benefits per person will be limited to the maximum insurable amounts in accordance with the standard rate applicable at the time the accident occurred.

9 More passengers

If the motor vehicle, when the accident occurred, carried more passengers than the number of passengers stated in the policy or clause, the insured amount(s) per person will be reduced in proportion to this number.

10 Replacement of the motor vehicle

From the time of replacement of the insured motor vehicle or temporary use of another vehicle, this insurance will immediately and exclusively apply to the (temporary) replacement motor vehicle, which must be similar to the insured motor vehicle and must be used for the same purpose as the insured motor vehicle.

In the event of damage or loss it must be proved to the satisfaction of the insurance company that the replacement motor vehicle is owned by the policyholder or is temporarily used due to repair or servicing of the insured motor vehicle.

In all other cases there is a duty to notify the insurance company immediately of the replacement. Coverage will then be provided after acceptance by the insurance company.

11 Obligations of the insured person(s) after an accident

In the event of an accident which may result in benefit obligations for the insurance company, the person claiming benefits is obliged to notify the insurance company thereof as soon as possible in writing, stating all relevant information.

11.1 Notification period

In the event that benefits are claimed under category A or B there is an obligation to report the accident to the insurance company within the periods stated below:

11.1.1 In the event of death

In the event of the death of the insured person, those who are claiming benefits must notify the insurance company at least 24 hours prior to the funeral or cremation, stating all relevant information. Furthermore they must render full cooperation to, respectively give their permission for any and all measures deemed necessary by the insurance company to determine the cause of death.

11.1.2 In the event of permanent disability

In the event of permanent disability the insurance company must be notified thereof in writing within three months, stating all relevant information.

11.1.3 Late notification

If the insurance company is notified later than within the periods mentioned above there will nonetheless be an entitlement to benefits, provided that it is proved to the satisfaction of the insurance company that:

- a. the invalidity or death is solely the consequence of an accident;
- b. the consequences of the accident are not aggravated by a disorder, illness or an abnormal physical or mental state at the time of the accident;
- c. the insured person has followed the instructions of the treating physician in all respects.

11.2 Permanent disability (B)

In the event of an accident which may result in benefit obligations for the insurance company as a consequence of permanent disability (B), the insured person is obliged to:

- a. place himself/herself under the care of a physician forthwith, follow the instructions of the treating physician in all respects and in general do everything to aid his/her recovery;
- b. follow all instructions of the insurance company and render all reasonable cooperation to the insurance company and to examinations by a physician to be designated by the insurance company.

11.3 Other insurances

Each party having an interest in any benefits under this insurance is obliged to notify the insurance company immediately after the accident of risks insured with any other insurance company by or for the benefit of the insured person(s).

11.4 Statute of limitation

A claim for payment to be made will become barred by lapse of time if not reported within three years after the party having an interest became aware or could have become aware of the event which could result in benefit obligations for the insurance company.

12 Expiration period

If the insurance company has taken a final position on a claim of a rightful claimant under the policy, either by denying the claim or by a payment or offer for payment by way of final settlement, then any and all rights of the rightful claimant or his/her authorized representative towards the insurance company with regard to the incident on which the claim was based will expire after one year, counting from the day on which the rightful claimant or his/her authorized representative was notified of this position, unless the insured person or beneficiary has disputed the position of the insurance company within said period of one year.