

General terms and  
conditions

**OOM Living Abroad  
Insurance**

**OOM Temporary  
Residence Abroad  
Insurance**

AV2018



# General terms and conditions

## OOM Living Abroad Insurance

## OOM Temporary Residence Abroad Insurance

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You have taken out either OOM Living Abroad Insurance or OOM Temporary Residence Abroad Insurance with us. These general terms and conditions explain what you can expect from us and what we expect from you.

Your agreement with us is made up of:

- your application (and all associated documents);
- your policy sheet;
- the policy terms and conditions.

The policy terms and conditions are made up of general terms and conditions and special terms and conditions. For example, if you have both Health Insurance and Home Contents Insurance with us, then separate rules apply for each type of insurance and these are set out in the special terms and conditions. These general terms and conditions contain the rules that apply for *all* types of insurance.

If anything in these general terms and conditions contradicts the special terms and conditions or something on your policy sheet, then the rules apply as follows:

- first your policy sheet;
- then the special terms and conditions;
- and finally, these general terms and conditions.

### What if you have a question or want to change something?

There are a number of ways for you to contact us. For example, if you have a question about your insurance, the processing of your claim or your premium. Or if you want to change something.

Call: +31 (0)70 353 21 00 (Monday to Friday, 8.30 a.m. to 5 p.m.)

Fax: +31 (0)70 360 18 73

Email: [info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl)

Chat or Mijn OOM: via [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl)

## What should you do if you have a claim?

Report your claim immediately. The sooner the better. The table shows how to report a claim.

<b>Health Insurance or SOS Insurance</b>	<p><b>If you need immediate assistance or you are going to have medical treatment:</b></p> <p>In the United States Call: +1 855 701 2029 (free call in the US, 24/7)</p> <p>In the Netherlands and the rest of the world Call: +31 (0)70 353 21 35 (standard call charges apply, 24/7)</p> <hr/> <p><b>In all other situations report claims to:</b></p> <p>OOM Verzekeringen Call: +31 (0)70 353 21 00 (standard call charges apply, Mon to Fri 8.30 a.m. to 5 p.m. CET) Fax: +31 (0)70 360 18 73 Email: info@oomverzekeringen.nl or via Mijn OOM on <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a></p>
<b>Travel Insurance</b>	<p><b>In an emergency call:</b> +31 (0)70 253 21 35 (standard call charges apply, 24/7)</p> <p>What is an emergency?</p> <ul style="list-style-type: none"><li>• if you need to go home due to illness, accident or death of a close family member;</li><li>• if your house, home contents or company is severely damaged and you need to be present;</li><li>• if your passport, ID card or visa is stolen or you lose one of these documents;</li><li>• if you incur telecommunication charges for an insured event.</li></ul> <hr/> <p><b>In all other situations report claims to:</b></p> <p>OOM Verzekeringen Call: +31 (0)70 353 21 25 (standard call charges apply, Mon to Fri 8.30 a.m. to 5 p.m. CET) Fax: +31 (0)70 353 21 26 Email: claims@oomverzekeringen.nl or via Mijn OOM on <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a></p>
· Liability Insurance · Cancellation Insurance · Home Contents Insurance · Accident Insurance	<p><b>Report claims to:</b></p> <p>OOM Verzekeringen Call: +31 (0)70 353 21 25 (standard call charges apply, Mon to Fri 8.30 a.m. to 5 p.m. CET) Fax: +31 (0)70 353 21 26 Email: claims@oomverzekeringen.nl or via Mijn OOM on <a href="http://www.oomverzekeringen.nl">www.oomverzekeringen.nl</a></p>
<b>Legal Assistance Insurance</b>	<p><b>If you get involved in a dispute or want to discuss something:</b> get in touch with:</p> <p>ARAG Call: + 31 (0)33 434 23 42 (standard call charges apply, Mon to Fri 8.30 a.m. to 5 p.m. CET) Email: <a href="mailto:servicecenter@arag.nl">servicecenter@arag.nl</a> or via the website <a href="http://www.arag.nl">www.arag.nl</a></p>

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## Your insurance

### 1. Who are we?

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These general terms and conditions form part of the agreement between you and OOM. By OOM we mean OOM Verzekeringen. When we talk about 'we' or 'us', we mean OOM. Your agreement with OOM is subject to Dutch law.

OOM is registered with the Netherlands Authority for the Financial Markets (AFM) and is authorised by the Dutch central bank De Nederlandsche Bank (DNB) to provide insurance. OOM includes the following companies:

**OOM Global Care N.V.** (AFM registration number 12.000.623)  
For Health Insurance and SOS Insurance.

**OOM Schadeverzekering N.V.** (AFM registration number 12.000.624)  
For Third Party Insurance for private individuals, Home Contents Insurance, Travel Insurance, Cancellation Insurance, Legal Assistance Insurance and Personal Accident Insurance.

**"O.O.M." Onderlinge Molestverzekering-Maatschappij U.A.** (not under the supervision of the AFM, exempt from registration)  
For war and kindred risks cover. This cover is included under Health Insurance and SOS Insurance.

OOM has its registered address in The Hague (the Netherlands). Our companies operate from a shared office in Rijswijk (the Netherlands).

### 2. What do we mean by...?

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#### **Policyholder**

The person who enters into the insurance with OOM. The name of the policyholder is stated on your policy sheet.

#### **Insured person(s)**

The person or persons for whom the insurance with OOM has been entered into. The names of the insured persons are stated on your policy sheet.

#### **Insurance agent**

The financial services provider who acts in the course of their profession or business as an agent between you and OOM. You decide whether to engage an insurance agent or not. The insurance agent assists you in entering into your insurance with OOM. You can also make arrangements with your insurance agent for assistance in managing and carrying out your insurance.

### 3. In which circumstances will we make a payment?

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We will make a payment for your claim if:

- the claim is covered by your insurance;
- the claim arose during the term of your insurance;
- the costs were incurred during the term of your insurance;
- at the time of taking your insurance policy you did not know that the claim would arise and in normal circumstances this could not have been expected (Article 7:925 of the Dutch Civil Code (BW)).

The special terms and conditions for the type(s) of insurance you have taken out with OOM explain what is covered by your insurance.

#### **What insurance do you have for war and kindred risks?**

War and kindred risks loss is damage or loss caused by armed conflict, civil war, civil disturbance, uprising, riot or mutiny. War and kindred risks are insured under Health Insurance and SOS Insurance with OOM, but not under the other types of insurance. The special terms and conditions for Health Insurance and SOS Insurance explain how we reimburse war and kindred risks loss. Terrorism is not covered under war and kindred risks cover.

#### **What insurance do you have for terrorism?**

We reinsure terrorism with the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden (the Netherlands Reinsurance Company for Losses from Terrorism or NHT). A maximum payment amount applies for losses from terrorism. More information is available in:

- the Clauses Sheet for Terrorism Cover with the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.;
- the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. Claims Settlement Protocol and the accompanying explanatory note.

These documents are available on the NHT website ([www.terrorisemeverzekerder.nl](http://www.terrorisemeverzekerder.nl)).

### 4. What is the term of your insurance?

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Your insurance starts on the start date. This is stated on your policy sheet.

#### **If you have OOM Living Abroad Insurance:**

Then your insurance does not have an end date. Your insurance ends if you terminate the insurance. In some situations we can terminate your insurance (you can find more information about this in Clause 7 of these general terms and conditions).

#### **If you have OOM Temporary Residence Abroad Insurance:**

Then the end date of your insurance is stated on your policy sheet. Up until the day before the end date of your insurance you can extend the term of your insurance policy once, by up to sixty days. The maximum term of your insurance policy is two years. If you want to be insured for a longer period then you can apply for a new insurance policy.

## 5. What should you do if your situation changes?

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Tell us about any changes immediately. For example, if your family situation changes, you move house or your contact details change.

### **Births and adopting a child**

If you or your partner give birth to a baby or you adopt a child during the term of your insurance, you can add your child on to your insurance policy. Send us an email ([info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl)) with your child's date of birth and full name. Don't forget to quote your policy number. Your child is insured from the date on which we receive your notification or from a later date if you request

[Different rules for births and adopting a child apply for the Health Insurance. For information on this see the special terms and conditions for your Health Insurance.](#)

### **What if you fail to tell us about changes or to tell us in good time?**

It is in your interests, and in ours, that you tell us about any changes immediately. If you don't tell us about a change or don't tell us in good time, the following rules apply:

- If the change would not have had any impact on the premium and the terms and conditions of your insurance then we will pay your claim according to the terms already agreed.
- If we would have revised the premium and/or the terms and conditions of your insurance if you had told us about the change (or told us in good time) then the revised terms and conditions determine whether we will pay your claim and the maximum amount we will pay.
- If we would have terminated your insurance if you had told us about the change (or told us in good time) then we will not pay your claim. Except where:
  - the claim arose within two months following the change, or;
  - you are able to prove that the claim has nothing to do with the reason why we would have terminated the insurance.

## 6. What if you want to terminate your insurance early?

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You can terminate your insurance at any time. You need to do this in writing: by email, post, fax or using Mijn OOM. Your insurance terminates on the date when we receive your notification. Or on a later date if you have requested this.

If you have already paid the premium for the period after termination of your insurance this will be returned to you. You cannot terminate your insurance retrospectively. This is only possible if we have changed the premium or the policy terms and conditions in a way that disadvantages you (you can find more information on this in Clause 9 of these general terms and conditions).

[If you have taken out Health Insurance with us that includes additional OOM Dental Cover then the additional cover will always terminate at the same time as the Health Insurance.](#)

### **Cooling-off period**

If you change your mind and decide that you don't want to have insurance with us after all, the following rules apply. If you terminate within 14 days of receiving the policy sheet then you will be refunded any premium you have already paid. If you have already used the insurance (for example by reporting a claim) then the cooling-off period does not apply.

## 7. Can we terminate your insurance early?

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We are entitled to terminate your insurance early if:

- you fail to pay your premium or do not pay on time;
- you deliberately give us incorrect or incomplete information with the aim of misleading us;
- you give us incorrect or incomplete information when making your application and we would not have insured you if you had provided the correct information;
- you commit fraud;
- you are guilty of swindling, coercion, threats or deception.

We are also entitled to terminate your insurance if we are no longer able to carry out this insurance agreement (or no longer able to carry it out properly) due to changes in legislation or regulations or the cancellation of any authorisation.

### Termination and premium reduction

If we terminate your insurance we will send you a letter stating the date on which we are terminating your insurance. Your premium will be reduced according to what is reasonable, unless you have deliberately attempted to mislead us. If you are guilty of swindling, coercion, threats, deception or fraud then we are entitled to terminate your insurance with retrospective effect from the date on which this occurred.

## 8. When are you required to pay the premium?

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You pay a premium for your insurance. Your premium is made up of the costs for your insurance together with administration charges and (if applicable) insurance premium tax.

### Starting premium

The starting premium is the first payment that you make after taking out the insurance or after a change that results in an increase to the premium. You pay the starting premium within 30 days following the start date of your insurance or within 30 days after we send you your invoice.

### Subsequent premium

The subsequent premium is each premium payment you make following the starting premium. If you do not pay your premium in a single payment when you take out your insurance then you can pay in the following ways:

- you receive an invoice from us, which you pay before the new insurance period starts;
- you authorise us to take the premium from your bank account by direct debit. We will inform you in advance about when the premium will be debited.

### What if you fail to pay or do not pay on time?

If you fail to pay the **starting premium** or do not pay on time, then we are entitled - without giving you any advance warning - to:

- suspend cover from the start date or the date of the change until the date on which we have received all overdue premium;
- terminate the insurance with retrospective effect from the start date.

If you do not pay the **subsequent premium** on time then you will receive a written demand. If you do not pay within 15 days after this demand is sent, then we are entitled to:

- suspend cover from the date on which payment became overdue up to and including the date on which we have received all overdue premium;
- terminate the insurance. In that case you will receive a letter stating the date on which we are terminating your insurance.

#### **Overdue premium and collection charges**

If we incur costs in order to collect overdue premium from you then we will charge these costs to you. Even if we terminate your insurance early, you will always be required to pay the full premium until the end date of your insurance.

#### **Suspension and recommencement of cover**

If cover under your insurance is suspended then cover will recommence on the day following the date on which we have received all overdue premium (and collection charges if applicable). This also applies if you arrange with us to pay your overdue premium in instalments. We will not pay any claims resulting from an event in the period when cover was suspended, even if cover has recommenced since that event.

## **9. Can we change your premium and policy terms and conditions?**

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We are entitled to change your premium and policy terms and conditions at any time. We will inform you of any change in advance. If the change is to your disadvantage and you do not agree to it then you are entitled to terminate your insurance with retrospective effect within 30 days after the change takes effect. In that case your insurance terminates on the date that the change took effect.

## **10. What is meant by the duty to disclose and what will happen if you do not comply?**

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The duty to disclose means that you have to give us all information that might be relevant when assessing your application for insurance.

If we determine that you have given us incorrect or incomplete information then we will notify you within two months. We will also inform you about the consequences. These may include:

- not making a payment for your claim or only making a partial payment;
- continuing your insurance on revised terms and conditions, for example excluding certain damage or loss from cover;
- terminating your insurance. In this situation we will decide the end date for your insurance. We are entitled to terminate your insurance if:
  - you deliberately gave incorrect or incomplete information with the aim of misleading us; in this case we will not refund any premium.
  - you gave us incorrect or incomplete information and we would not have insured you if you had given us the correct information; we will refund the premium for the period after the end date.
- register your details on the warning lists held by insurance companies in the Netherlands (you can find more information about this in Clause 13 of these general terms and conditions).

## Claims and payments

### 11. What is the procedure if you have a claim?

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If you have a claim or incur medical expenses that you believe to be covered under your insurance then the table on page 3 of these general terms and conditions shows who you should contact. You can also find this information in the special terms and conditions for each type of insurance.

#### What happens when you report a claim?

When you report a claim, we take the following action:

- First we check whether your claim is covered by your insurance.
- Sometimes, we do not have enough information to assess your claim. In that case we ask you (or another insured person) for more information.
- We may engage an expert. For example, to ascertain the scale of your loss or damage. OOM pays any costs involved in engaging an expert.
- If your claim is covered under the insurance and we have established the scale of the loss or damage then we calculate the payment on that basis.

#### What do we expect you to do if you have a claim?

We expect you not to do anything that could have a negative impact on our interests. If you do this or fail to comply with any of the obligations set out below, then it is possible that we will not pay your claim or that you will have to refund a payment you have already received. If you have a claim then:

- you report your claim no later than three years after the claim arose (this does not apply for Accident Insurance. More information on this is available in the Special Terms and Conditions for Personal Accident Insurance).
- we receive from you all information needed to assess your claim. This means that you send us any invoices and a clear indication what loss or damage we need to reimburse for you.
- you send us the original invoice or send us a copy of the invoice and keep the original. We can ask to check the original invoice at any time.
- you send additional information within a reasonable period if we or anyone we have engaged asks for this.
- you inform us if your claim may also be covered under another insurance, such as your basic health insurance or a travel insurance policy.
- you help us if we wish to recover your loss or damage from someone else.
- you are not permitted to admit any liability. Of course you are allowed to confirm the facts.

#### What if you have an excess?

For some insurances, such as Health Insurance or Travel Insurance, an excess may apply. This means that you pay the first part of the costs yourself. Your policy sheet states the excess that applies. If you have a claim for which an excess applies then we will deduct the excess from the amount that we pay to you.

## Privacy, fraud and complaints

### 12. How do we use your personal information?

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For your insurance we need you to provide some personal information. We use this information to:

- enter into and carry out agreements with you;
- recover claims from others, for example from your basic health insurance;
- safeguard the security and integrity of OOM, our customers and staff and the financial sector;
- maintain and expand our relationship with you;
- measure customer satisfaction;
- carry out statistical analysis;
- satisfy our legal obligations.

#### Passing on information

At times it will be necessary for us to pass on your personal information to other parties such as healthcare providers, healthcare institutions, suppliers, debt collection agencies, Vecozo and Vektis. If you have a good reason why these parties should not have access to your information then please notify us in writing.

OOM complies with the Code of Conduct for the Processing of Personal Data by Financial Institutions. This code of conduct is available on the website of the Dutch Association of Insurers (VAV) ([www.verzekeraars.nl](http://www.verzekeraars.nl)).

With respect to Health Insurance and SOS Insurance OOM complies with the Code of Conduct for the Processing of Personal Data by Health Insurers. This code of conduct is available on the website of the Dutch Association of Health Insurance Companies ([www.zn.nl](http://www.zn.nl)).

**In order to maintain a responsible policy for acceptance, claim processing, risk management and fraud prevention, we pass information about your claims and insurance on to the Central Information System maintained by insurance companies in the Netherlands. You can find more information about this on the website of the Central Information System Foundation ([www.stichtingcis.nl](http://www.stichtingcis.nl)).**

#### More information

To find out more about how we use your personal information, take a look at our website [www.oomverzekeringen.nl/privacy](http://www.oomverzekeringen.nl/privacy).

## 13. What action do we take if we discover fraud?

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By fraud we mean someone deliberately providing incorrect or incomplete information in order to obtain an advantage to which he or she is not entitled. For example, insurance cover, compensation or a payment. Fraud can be damaging to OOM's interests.

If we identify fraud, we will notify you by letter, except where this would be contrary to the interests of investigation and prosecution. In this situation we may:

- refuse an application for insurance or terminate insurance that has already been taken out;
- change the insurance;
- refuse to pay a claim (in full or in part) or demand repayment of amounts that have already been paid;
- take civil law action, such as a claim for liability;
- demand repayment of investigation costs;
- issue a warning;
- report the matter, for example to the police;
- register the incident on the internal and external fraud registers. In doing this, we are adhering to the 'Financial Institutions Incident Warning System' protocol.

## 14. What can you do if you have a complaint?

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By a complaint we mean a report or response that shows your expectations have not been met. A misunderstanding that we are able to resolve quickly is not a complaint.

If you have a complaint you should take the following action:

1. Report your complaint to OOM's Foreign Insurance Department. You can do so by letter, by email (info@oomverzekeringen.nl), by telephone or using Mijn OOM.
2. If you are not satisfied with the department's response, refer your complaint to the management of OOM by letter, email or telephone. Within ten days you will either receive a response dealing with the substance of your complaint or we will let you know when to expect such a response.
3. If you are not satisfied with the way we have dealt with your complaint then you can get in touch with an independent body that deals with complaints. The table below shows which organisations you can contact.

Organisation dealing with complaints	For complaints about...
<b>Health Insurance Complaints and Disputes Foundation (SKZG)</b> PO Box 291, 3700 AG Zeist Call: +31 (0)30 698 83 60 www.skgz.nl	terms and conditions, service and procedures for your Health Insurance or SOS Insurance
<b>Dutch Health Care Authority (NZa)</b> PO Box 3017, 3502 GA Utrecht Call: +31 (0)88 770 87 70 www.nza.nl	forms for your Health Insurance or SOS Insurance, for example because you think they are too complicated
<b>Financial Services Complaints Institute (Kifid)</b> PO Box 93257, 2509 AG The Hague Call: +31 (0)70 333 89 99 www.kifid.nl	war and kindred risks cover under your Health Insurance or SOS Insurance or other insurance policies with OOM

4. If you do not wish to go to one of these organisations you can also take your complaint to the court in The Hague. You can only do this if you have taken up the complaint with OOM first.

For more information on our complaints procedure see [www.oomverzekeringen.nl/klachten](http://www.oomverzekeringen.nl/klachten).

#### **Complaints about your insurance agent**

If you have a complaint about your insurance agent you should complain to the insurance agent directly. You may also wish to report the complaint to us so that we are aware of the situation.

## **More information**

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If you have further questions, please call or email us. We can be contacted on weekdays between 8.30 a.m. and 5 p.m. and we will be pleased to help you.

The trade name OOM Verzekeringen is used by OOM Holding N.V. (KvK The Hague 27194193), OOM Global Care N.V. (AFM 12000623, KvK The Hague 27111654), OOM Schadeverzekering N.V. (AFM 12000624, KvK The Hague 27155593) and "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. (KvK The Hague 27117235). These companies are registered in The Hague and share operational offices in Rijswijk.



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