

Know your rights

You would like to take out insurance with OOM Verzekeringen.
This means you are entering into a contract with us.
Read more about your rights and obligations in this brochure.

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1. Duty of disclosure

1.1 What does the duty of disclosure entail?

If you wish to take out insurance, you must provide the insurer with all the information that may be relevant to the assessment of your application. This is called the '*duty of disclosure*'.

If, for example, you want to take out health insurance, we will ask you a number of questions about your health. This is called a '*health declaration*'. The health declaration is part of the duty of disclosure. It is compulsory for you to answer all the questions completely and truthfully. You must also state any other facts and circumstances which may influence the assessment of your application on the health declaration. You can read more about the health declaration in chapter 3 - Medical information.

1.2 Who does the duty of disclosure apply to?

The duty of disclosure applies to every individual for whom you request insurance, e.g. if you want to take out health insurance for you and your partner, you must both fill in a health declaration.

Business clients should also include facts and circumstances known to other interested parties involved in the insurance, e.g. a business partner.

1.3 What if your situation changes before your insurance takes effect?

You must inform us in writing if anything changes that may affect the assessment of your application while you are waiting to hear if we are willing to insure you. This also applies if you (or another insured person or interested party) learn of facts or circumstances of which you were not aware when you made the application.

1.4 What if you do not comply with the duty of disclosure?

If we find out that you have provided us with incorrect or incomplete information, we may take the following actions:

- refuse to reimburse your claim in full or partially.
- amend the terms and conditions of your current insurance, e.g. certain claims will no longer be covered
- terminate your insurance. We are permitted to do this if:
 - you have deliberately provided incorrect or incomplete information with the intention of misleading us, in which case we will not refund any premium.
 - you have provided incorrect or incomplete information and we would not have insured you if you had provided us with the correct information. We will refund any premiums that you paid for the period after the insurance was terminated.
- add your data to the insurance industry warning lists in the Netherlands. You can find more information about this in paragraph 4.2 - What happens if we conclude that fraud has taken place?

2. Privacy

2.1 How does the General Data Protection Regulation (GDPR) protect your personal data?

We need your personal data to be able to insure you. We use this data for various purposes. You can find more information about this in the privacy statement on our [website](#).

Protection of privacy, including personal data, is a fundamental right. The General Data Protection Regulation (GDPR) regulates what can and cannot be done with your personal data. You can read more about this below.

- You have the right to ask to view the personal data we have stored about you at any time.
- You have the right to ask us to change or supplement your personal data because it is incorrect or incomplete.
- You have the right to ask us to delete your data. This is only possible if we no longer need this information for your insurance policy and if it is permitted by law.
- You have the right to object to the use of your personal data, for example for direct marketing purposes. You also have the right to object to the use of your personal data for reasons related to particular personal circumstances. If you wish to submit an objection, please give details of the data concerned and the reasons for your objection.
- If you have previously given us permission to use your data, you always have the right to revoke this permission.
- You can request us to transfer your data directly to another organisation.

2.2 Who do we share your data with so that we can provide your insurance?

For the settlement of damage claims we collaborate with Unigarant and ARAG. Insurance claims for individual liability, travel, cancellation, accident and household contents insurance are handled by Unigarant. Claims and damage reports on legal expenses insurance policies are handled by ARAG. For purposes of settling claims, it is essential for us to share your data with these partners.

The address details are:

- Unigarant N.V.
PO Box 50000, 7900 RP Hogeveen, The Netherlands
- ARAG Rechtsbijstand
PO Box 230, 3830 AE Leusden, The Netherlands

If you have any questions about how we use your personal data, or if you would like to exercise your rights under data protection law, please send us an email or letter, attaching a copy of your passport or ID; please cross out the social security number and the passport photo on this copy so that you are unrecognisable.

We will react within one month after receiving your email or letter.

Please send emails to: fg@oomverzekeringen.nl.

Please send letters to: OOM Verzekeringen
FAO Data Protection Officer, PO Box 3036,
2280 GA Rijswijk, The Netherlands

3. Medical information

3.1 What medical data do we process?

If you want to take out health insurance with us, in most cases we will ask you a number of questions about your health. This is called the *'health declaration'*. It is compulsory to fill this in correctly and in full. You can find more information about this in chapter 1 - Duty of disclosure. You must also provide medical information if you claim medical expenses from us.

Your medical information is kept in your *medical file*. You agree to this as soon as you take out health insurance with us.

3.2 Who has access to your medical information?

Information on your health is confidential. This means that your information may only be viewed by authorised persons and only if this is necessary for us to be able to provide you with insurance.

Our *Medical Advisor* does have access to your medical information (more about this in paragraph 3.3 - What is the Medical Advisor's role?) and members of staff in the OOM Verzekeringen Medical Office. In some cases, the information may also be viewed by one of the Medical Advisor's colleagues, the OOM Verzekeringen employee handling your claim or an employee at our partner emergency helplines. This is all in compliance with all applicable codes of conduct, laws and regulations. You can find more information about this in the privacy statement on our [website](#).

3.3 What is the Medical Advisor's role?

The Medical Advisor assesses your medical data and advises us about the risks to us if we insure you. Based on this advice, our Acceptance Officer will decide if you can take out the insurance. There are three possibilities:

- you can take out insurance (if your risk is average).
- you can take out insurance, but with additional terms and conditions (if your risk is higher than average).
- you cannot take out insurance (if your risk is too high).

We can also involve the Medical Advisor in the assessment of a claim. If you claim medical expenses, our member of staff can ask the Medical Advisor for a report. The claims handler will then determine if the costs are covered by your insurance.

Sometimes the Medical Advisor is unable to make a proper assessment of the risks on the basis of the health declaration. If this is the case, the Medical Advisor may ask you for additional information. The Medical Advisor may also want to ask your doctor for additional information. This is only possible if you give your permission for this.

3.4 What if you want to see the medical report first?

It is possible that the Medical Advisor advises us that we should not accept you or only under certain conditions. In that case, you may view the Medical Advisor's report before it is sent to OOM Verzekeringen's Acceptance Officer. This is called the *right to be informed*. You can indicate if you want to make use of this right in your online application or send an email to medisch@oomverzekeringen.nl.

Please be aware that processing your application will take longer if you exercise your right to be informed.

3.5 What if you do not want the Medical Advisor to give a medical report to our Acceptance Officer?

You can inform the Medical Advisor that you do not want their medical report to be passed on to the OOM Verzekeringen Acceptance Officer. This is called the *right to restriction*. If you make use of your right to restriction, you cannot take out insurance with us.

You will also not be able to take out insurance with us if you refuse to provide additional information to the Medical Advisor or if you do not give permission to request this information from your doctor.

Without the Medical Advisor's report or additional information, we are unable to assess the risks we take by insuring you. We are therefore unable to provide you with insurance in these cases.

3.6 What if you disagree with the medical report?

We may decide that we cannot insure you, or only with modified terms and conditions. If this is the case, you can ask the Medical Advisor to explain their report to you. If you disagree with the assessment, you can ask the Medical Advisor to reassess your health declaration. This is also possible if your health situation has changed in the meantime.

4. Fraud

4.1 What do we mean by fraud?

Fraud is deliberately providing incorrect and/or incomplete information in order to obtain a benefit to which you (or another person covered by the insurance) are not entitled, such as insurance cover, compensation or benefits.

Examples of fraud include:

- intentionally providing incorrect or incomplete answers when applying for insurance.
- altering amounts on invoices.
- exaggerating a claim or claiming twice for the same incident.
- resubmitting a rejected claim with a different explanation.
- making your data available to a third party so they can use it for fraud.

Before we accept a request for insurance or reimburse a claim, we may investigate whether there is a possibility of fraud. We comply with the applicable codes of conduct and laws and regulations for this. You can read more information about this topic in the privacy statement on our [website](#).

4.2 What happens if we conclude that fraud has been committed?

We have an active policy in place for identifying, preventing and combatting insurance fraud because we do not want you and our other clients to be negatively affected by dishonest behaviour. To do this, we collaborate with other insurers, the Dutch Association of Insurers (Verbond van Verzekeraars), Dutch Association of Health Insurance Companies, the police and judiciary and other partners.

If we think that something is not right, we will investigate it. If we notice that fraud has been committed, we will send an email or letter to the person concerned informing them of our findings and the consequences, unless this is not in the interests of any investigation and prosecution. We may take the following actions:

- refuse the application, apply additional conditions to an existing insurance or cancel the insurance without refunding the premium already paid.
- refuse to reimburse a claim fully or partially or reclaim any compensations we have paid out.
- issue a warning.
- add an exclusion clause in your insurance policy.
- register the fraud on insurance industry warning lists.
- charge you for the costs of the investigation; we can call on the services of the [SODA mediation organisation](#) for this.
- submit a police report.

4.3 Who will we inform about fraud?

We record the details of persons or legal persons involved in an incident such as non-payment or fraud in our *internal incident register*. We also record the results of any investigation in the internal incident register.

We may report your file to the Dutch Centre for the Prevention of Insurance Crime (CBV), run by the Dutch Association of Insurers. The CBV will register the report and inform any other insurers involved if there are any similarities with other incidents. These insurers will then be able to contact each other. Insurers can consult the CVB's register during job applications and appointments, and when conducting integrity tests on business contacts.

We may also record data on fraud or incidents in the [Central Information System \(CIS\)](#). The CIS Foundation administers details for all insurance companies working in the Netherlands. All insurers

therefore have access to the data recorded in the CIS. The CIS can also record details of witnesses, counterparties or other interested parties.

If an incident or fraud is recorded in these registers, the fraudster will no longer be able to take out insurance with OOM Verzekeringen and only elsewhere at extremely high rates. If your details are included in any of these registers, you will be informed of this in writing. You have the right to view this data and to request it to be deleted, amended or corrected.

Contact information for registers	
OOM Verzekeringen incident register	OOM Verzekeringen FAO Special Cases Department PO Box 3036, 2280 GA Rijswijk, The Netherlands specialezaken@oomverzekeringen.nl
CBV	Dutch Association of Insurers FAO Dutch Centre for the Prevention of Insurance Crime PO Box 93450, 2509 AL The Hague, The Netherlands
Centraal Informatie Systeem (CIS)	CIS Foundation PO Box 91627, 2509 EE The Hague, The Netherlands info@stichtingcis.nl

4.4 How long is data about fraud stored?

Data on incidents or fraud are removed from our internal incidents register and the CIS after eight years. If new incidents or frauds occur in the meantime, an additional period of eight years is applicable.

5. Complaints

5.1 What is a complaint?

We want to provide you with customer satisfaction. However, you may still have a complaint, by which we mean a report or reaction that indicates to us that your expectations have not been met.

A misunderstanding that we are able to resolve quickly does not count as a complaint. You can find more information about this on our [website](#).

5.2 What to do if you have a complaint

OOM Verzekeringen has a [complaints procedure](#). If you are not completely satisfied, please report your complaint first to the department dealing with your insurance, either in writing or by telephone, providing your contact details and policy number. We will do our utmost to find an appropriate solution.

OOM Verzekeringen, PO Box 3036, 2280 GA Rijswijk, The Netherlands

Tel: +31 (0)70 353 21 00

Email: info@oomverzekeringen.nl

If the department is unable to resolve your complaint, please submit it to the management of OOM Verzekeringen. Within ten days, we will either send you a reply to your complaint or let you know when you can expect our response.

5.3 Unsatisfied with how we dealt with your complaint?

If you feel that we have not dealt with your complaint properly, you can submit your complaint to an independent complaints body. This is only possible if you are a private individual.

Complaints body	For complaints related to
Health Insurance Complaints and Disputes Foundation (SKGZ) PO Box 291, 3700 AG Zeist, The Netherlands Tel: +31 (0)30 698 83 60 www.skgz.nl	Health or SOS and medical evacuation insurance terms and conditions, service and procedures.
Financial Service Complaints Institute (Kifid) PO Box 93257, 2509 AG The Hague, The Netherlands Tel: +31 (0)70 333 89 99 www.kifid.nl	The acts of war and civil disobedience cover of your health or SOS and medical evacuation insurance or other OOM Verzekeringen insurance policies.
Dutch Healthcare Authority (NZa) PO Box 3017, 3502 GA Utrecht, The Netherlands Tel: 0900 7707070 or +31 (0)88 770 8 770 www.nza.nl	Forms related to your health or SOS and medical evacuation insurance.

In the following specific circumstances, you can also submit the dispute to a judge in The Hague:

- If you are a business client, or you are a private client and you do not wish or are unable to make use of the aforementioned complaints bodies. However, you must first report your complaint to OOM Verzekeringen and give us the opportunity to resolve your complaint.
- If you disagree with the binding opinion given by any of the above complaint bodies. The judge will then no longer investigate the content of your complaint, but will assess whether the procedure was conducted correctly.

More information about the judge and legal aid can be found at www.rechtspraak.nl

Do you still have any questions?

If you still have any questions, please call or mail us. You can reach us on workdays from 8.30 to 17.00. You will find our phone number and email address at the bottom of this letter. We will be pleased to help in any way we can!

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 have their registered offices in The Hague and have shared offices in Rijswijk.

* KvK is the Dutch Chamber of Commerce.



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