

Policy terms and conditions

Accident insurance for passengers (OVO)

These policy terms and conditions form an integral part of the Hoeksche Waard Total insurance for Private individuals (HWTP). If there are any differences between the HWTP terms and conditions and this product, the terms and conditions of this product apply.

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Content

1	DESCRIPTION OF TERMS	3
1.1	TERMS USED	3
2	DESCRIPTION OF THE COVER	3
	ACCIDENT INSURANCE FOR PASSENGERS (OVO) COVER	3
2.1	SCOPE OF THE COVER	3
2.2	SUPPLEMENTARY COVER	4
2.3	EXTENT OF DAMAGE ASSESSMENT	4
2.4	LIMITATIONS TO OBLIGATION TO PAY COMPENSATION	6
2.5	COMPENSATION	6
3	EXCLUSIONS	7
3.1	GENERAL EXCLUSIONS	7
3.2	EXCLUSIONS TO COVER FOR ACCIDENT INSURANCE FOR PASSENGERS (OVO)	7
4	DAMAGE	8
5	PREMIUMS	8
5.1	PAYMENT OF PREMIUMS	8
5.2	PENALTIES FOR FAILURE TO COMPLY WITH PAYMENT OBLIGATIONS	8
5.3	RESTITUTION OF PREMIUM	8
5.4	PREMIUM CALCULATION	8
6	REVIEW OF RATES AND/OR TERMS AND CONDITIONS	8
7	CHANGES IN THE RISK	8
7.1	CHANGES IN RISK	8
7.2	RISK LIMITATION	9
8	END OF THE INSURANCE POLICY	9
8.1	TERMINATION BY POLICYHOLDER	9
8.2	TERMINATION BY INSURER	9
8.3	TERMINATION BY OPERATION OF LAW	9
8.4	DISSOLUTION	10
9	SUPPLEMENTARY POLICY PROVISIONS	10
9.1.	PERSONAL DATA	10
9.2	GOVERNING LAW	10
9.3	COMPLAINTS	10
10	TERRORISM	10
11	ADDITIONAL DESCRIPTIONS	10

1 Description of terms

1.1 Terms used

1.1.1 Insured

When we write 'you' in these terms and conditions, we mean the policyholder. This is the person who has taken out this insurance policy and who ensures that the premium is paid.

The policyholder may be:

- a. the motorbike driver; or
- b. a pillion passenger riding on the motorbike.

In addition to the policyholder, all other persons who sit on the motorbike are insured. These may be:

- c. the motorbike driver; or
- d. pillion passengers riding on the motorbike.

1.1.2 Motorbike

In these terms and conditions we understand a motorbike to mean:

- a. the motorbike stated on your policy schedule;
- b. the replacement motorbike you drive during the period in which your own motorbike is at a dealer for repair or maintenance.

1.1.3 Physical injury

We understand physical injury to mean damage to part of your body or an organ. This damage must be medically demonstrable.

2 Description of the cover

ACCIDENT INSURANCE FOR PASSENGERS (OVO) COVER

2.1 Scope of the cover

With this insurance policy you and/or your co-insured will receive a compensation if you or they become permanently disabled or die as a result of an accident with your motorbike. This will only apply if the accident ('the insured incident') satisfies the following conditions:

- a. The accident occurred after the insurance cover commenced.
- b. When you took out this insurance it was not certain this accident would take place.
- c. The accident occurred within the area of insurance cover.

- d. The motorbike on your policy is usually kept in the Netherlands.

A further condition is that you and your co-insured parties are normally resident in the Netherlands.

The compensation you and/or your co-insured will receive in the event of an accident will not exceed the insured amounts per seat. You will find these insured amounts on your policy schedule. In addition, the following conditions apply:

- If an insured person over the age of 69 becomes permanently disabled or dies, then they will receive a maximum compensation of € 10,000.

If there were more people on your motorbike than is legally permitted, then you will receive a lower compensation amount per person. In this case we work with the ratio of the number of persons permitted to the actual number of persons. For example, if two people are permitted on your motorbike and there were three at the time of an incident, then you will receive two-thirds of the original compensation per person.

2.1.1 Damage

If you, or a co-insured, satisfies the conditions stated above, you will receive compensation for:

- a. permanent disability resulting from an accident. We understand permanent disability to mean that part of your body was damaged in the accident in such a way that you can no longer use it or cannot use it as well as before the accident. We call this loss of function. This loss of function must be a direct result of the physical injury caused by the accident;
- b. death as a result of an accident.

2.1.2 Insured incident

You will only receive compensation if an accident happens while you or a co-insured were:

- driving in traffic with your motorbike;
- getting on or off your motorbike;
- waiting close to your motorbike in the event of a breakdown;
- waiting close to your motorbike during a short stop en route, for example to refuel.

With an accident we mean that you or a co-insured suffered a sudden unexpected external act of violence on the body. This

caused you or a co-insured to die or to sustain a medically demonstrable physical injury.

This injury or death is a direct and immediate consequence of the external act of violence. In the Additional descriptions section you can read exactly what we understand an accident to be.

2.1.3 Area of insurance cover

You are only insured if the accident occurred in one of the countries stated on your 'green card' and not in those that are crossed out.

2.2 Supplementary cover

You are entitled to the following cover if the conditions stated in the Scope of cover section are met.

2.2.1 Post-whiplash syndrome/post-concussion syndrome

You are insured for post-whiplash syndrome and post-concussion syndrome which are not medically demonstrable. You must have sustained this injury as a result of an insured incident described in article 2.1.2.

2.2.2 Interest

Sometimes it takes a while before we can determine whether you have become permanently disabled. For example, because your recovery needs time. If this period lasts longer than one year and we do eventually determine that you are permanently disabled, then we will pay you interest on the compensation you receive. Interest will be calculated from the 366th day after the accident. The interest rate is equal to that of the statutory interest at the time we determine your permanent disability.

2.3 Extent of damage assessment

If you and/or a co-insured have an accident and want to invoke this insurance in connection with this, then you should report the accident to us.

We will then determine the extent of your injuries and what compensation you and/or your co-insured will receive. We call this 'assessing the extent of the damage' There are three options:

- You are permanently disabled due to the accident.
- You die as a result of the accident.
- You suffer from post-whiplash syndrome and/or post-concussion syndrome as a result of the accident.

Below you can read how we determine what compensation you will receive in each of these cases.

2.3.1 Damage assessment

We are entitled to engage a medical adviser to determine the extent of the injuries.

2.3.2 Determining the damage in the event of permanent disability

If you or a co-insured has suffered physical injury as a result of the accident, then you will receive compensation if a part of your body has become permanently disabled due to the accident. Whether this is the case and how much this compensation is, differs per person and per situation.

We consider three main questions:

- Which part of the body or organ is damaged?
- Can you no longer use this part of your body or organ at all, or only partially?
- If you only have partial use of that part of your body or organ, what is the percentage of the damage?

Our medical adviser will establish the answer to these questions in a medical examination in the Netherlands. This will be based on general objective standards applied in the Netherlands for this purpose.

2.3.2.1 Physical condition

We will determine whether, and to what extent, you are permanently disabled as soon as it is clear that your medical situation will not change anymore. At that time, we will also determine whether you will receive compensation. If your situation is not yet stable after two years, we will still make a decision, unless we make other arrangements with you on this matter. When making this decision we will take account of your situation at that time and the expectations for the future. Naturally, we do this in consultation with our medical adviser.

2.3.2.2 Loss of function according to the table

If part of your body or an organ no longer functions or only functions partially, then we will determine the compensation you will receive as follows.

2.3.2.2.1 Complete loss of function

If your medical adviser has established that you can no longer use part of your body or an organ at all, then you will receive a percentage of the insured amount for permanent

disability. You will find this insured amount on your policy schedule. The percentage you receive is shown in the Body parts/organs table.

2.3.2.2.2 Partial loss of function

If part of your body or organs are permanently damaged, but you can still use it to some extent, then we will calculate your compensation as follows:

- Our medical adviser determines to what extent you can no longer use that part of your body. This is indicated as a percentage.
- We calculate the amount you would receive if you could no longer use that part of your body at all. For this we use the method explained in the previous paragraph.
- We multiply this amount by the percentage that our adviser has established. The outcome is the compensation that you will receive.

2.3.2.2.3 Parts of the body & organs table

The following table shows the percentage of the insured amount you will receive if you can no longer use a part of your body or an organ at all.

a. complete blindness or loss of both eyes	100%
b. blindness or loss of one eye (the other eye is not damaged)	30%
c. blindness or loss of one eye (the other eye was already blind)	70%
d. complete deafness in both ears	60%
e. deafness in one ear (hearing in the other ear is not damaged)	25%
f. deafness in one ear (the other ear was already deaf)	35%
g. one arm	75%
h. a hand or more than three fingers of that hand	60%
i. a thumb	25%
j. an index finger	15%
k. a middle finger	12%
l. a ring finger	10%
m. a little finger	10%
n. a leg	70%
o. a foot	50%
p. a big toe	5%
q. another toe	3%
r. the spleen	5%
s. loss of smell	5%
t. loss of taste	5%
u. a kidney	10%

2.3.2.3 Loss of function not according to the table

If a part of your body or an organ has failed that is not listed in the table above, then we will calculate your compensation as follows:

1. Our medical adviser will establish to what extent the part of your body or organ failure causes loss of function, permanent or otherwise, for your entire body. This is indicated as a percentage.
2. We multiply this percentage with the insured amount for permanent disability. The outcome is the compensation that you will receive.

The following conditions also apply:

- a. We determine the loss of eyes and/or sight according to the standards and definitions used in the Netherlands.
- b. We determine loss of function of other parts of the body or organs according to the tables in the latest issue of the American Medical Association (AMA) 'Guides to the Evaluation of Permanent Impairment', if necessary, supplemented with guidelines drawn up by specialist's associations in the Netherlands.
- c. If you have any artificial or auxiliary aids to improve your use of the affected part of your body or organ, then the medical adviser will only take this into account if they are placed internally or implanted.
- d. If you had partial loss of function of one or more parts of your body or organs before the accident, and the situation has worsened due to the accident, then we will calculate your compensation as follows:
 1. Our medical adviser will establish the extent of your loss of function of the body part before the accident. This is expressed as a percentage.
 2. Our medical adviser uses the same method to establish the extent of function loss following the accident; again, this is expressed as a percentage.
 3. We deduct the first percentage from the second percentage.
 4. We determine your compensation based on the remaining percentage.
- e. If you were ill or were suffering from a condition or your physical and/or mental condition was other than normal at the time of the accident, and the consequences of the accident were greater than if you had been in full health, then our medical adviser will take this into account when establishing the percentage of your invalidity.

In that case, he/she will not look at the actual situation, but at how the situation would have been if you had been in full health at the time of the accident. We determine your compensation based on this assessment.

If the illness or condition mentioned was the result of a previous accident covered by this insurance policy, then this provision will not apply. In that case, the medical adviser will consider the actual situation to determine the percentage of your invalidity.

- f. If you were ill or were suffering from a condition or your physical and/or mental condition was other than normal at the time of the accident, and if the situation has become worse due to the accident, then you will not receive any compensation for this exacerbation. If the illness or condition mentioned was the result of a previous accident covered by this insurance policy, then this provision will not apply. In that case, the medical adviser will consider the actual situation to determine the percentage of your invalidity.
- g. Our medical adviser will not take the activities you perform for your profession into account.

2.3.3 Establishing post-whiplash syndrome/post-concussion syndrome

If you have post-whiplash syndrome or post-concussion syndrome as a result of the accident, then you will receive compensation up to a maximum of 5% of the insured amount for the motorbike seat concerned. This concerns the amount insured for permanent disability. The exact amount of this compensation will depend on the severity of your condition. Our medical adviser will establish this.

2.3.4 Determining the compensation in the event death

If you die, or a co-insured dies, as the result of the accident, then your surviving dependants, or those of the co-insured, will receive the insured amount for death for the motorbike seat concerned.

2.3.4.1 Death following an insured incident

Your surviving dependants, or those of your co-insured, will receive compensation based on permanent disability if:

- you or a co-insured die before we have established the amount of your compensation; and
- there is no correlation between this death and the accident.

This compensation will be a percentage of the insured amount for permanent disability. We will determine this percentage based on the expectations of your permanent disability before you died. We will derive these expectations from the medical reports that were drawn up before your death.

2.3.5 Helmet / safety belts

If you and/or your co-insured were not wearing a helmet, safety belts or other safety equipment that is required by law at the time of the accident, then we will reduce the compensation you receive by 10%.

2.4 Limitations to obligation to pay compensation

If the damage incurred is related to terrorism risk according to the Terrorism cover clause, then you will receive limited compensation or no compensation at all. This clause is described in the policy terms and conditions in the Exclusions section, paragraph 3.1.3 Terrorism Hoeksche Waard Total insurance for Private individuals (HWTP).

2.5 Compensation

Below you can read about who will receive the compensation payable in various situations and what other agreements there are regarding compensation payments.

- We will pay your compensation and any interest on this in a single payment at the same point in time.
- If you or a co-insured have become permanently disabled as a result of the accident, or if you or a co-insured have suffered post-whiplash syndrome or post-concussion syndrome, then we will pay the compensation to you or the co-insured person concerned.
- If you die, or a co-insured dies, as the result of the accident, then we will pay the compensation to your spouse, registered partner or the person with whom you live in a family unit, or that of your co-insured. If at the time of your death, or the death of your co-insured, you or your co-insured did not have a spouse or registered partner, or did not live together in a family unit, then the compensation will be paid to the person or persons who is/are the rightful heir according to your, or your co-insured's, last will and testament or your/their legal heir. We will never pay compensation to a government body.
- If you or your co-insured already received compensation for permanent disability or for post-whiplash syndrome

or post-concussion syndrome before you or your co-insured's death, then we will deduct this amount from the compensation for death.

3 Exclusions

3.1 General exclusions

In some cases you will not receive compensation in the event of death or injury. We call this an exclusion. You will find information about the general exclusions from our insurance policies in the Exclusions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions. The specific exclusions to the Accident insurance for passengers policy are given below.

3.2 Exclusions to cover for Accident insurance for passengers (OVO)

3.2.1 Speed trials

You will not receive any compensation for death or injury resulting from participation with your motorbike in speed trials or races.

In such cases you will only receive compensation if you can demonstrate that:

- this happened without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.2 Transport for payment, lessons, rental

You will not receive compensation for death or injury that arises during:

- a. use of your motorbike for transport of persons or objects for payment (not including private transport in return for a contribution towards the costs);
- b. use of your motorbike as a teaching vehicle;
- c. rental or lease of your motorbike.

In such cases you will only receive compensation if you can demonstrate that:

- this happened without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.3 Qualified driver

You will not receive compensation for death or injury that occurs while your motorbike was driven by a person:

- a. who was not qualified to drive, for example because they did not have a valid driving licence, or they had been disqualified from driving; or
- b. they did not meet other requirements for a qualified driver.

In such cases you will only receive compensation if you can demonstrate that:

- this happened without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.4 Driver under influence

You will not receive compensation for death or injury that occurs while your motorbike was driven by a person who had used alcohol, medicines and/or drugs.

This only concerns death or injury of which it is plausible that this was fully or partly caused due to the use of alcohol, medicines and/or drugs. This is always the case if the driver had used so much alcohol, medicines and/or drugs that they would not be lawfully allowed to drive. If the driver refuses to cooperate with a test (by the police) to determine whether or not they are in violation, then we conclude from this that the driver had exceeded the limits for use of alcohol, medicines and/or drugs.

If you, or a co-insured, were not actually driving your motorbike when the accident occurred, and you could not have known that the driver was not fit to drive due to use of alcohol, medicines and/or drugs, then we will pay compensation.

3.2.5 Unauthorised driver

You will not receive compensation for death or injury that occurs while your motorbike was driven by a person who did not have your permission to drive the vehicle.

In such cases you will only receive compensation if you can demonstrate that:

- this happened without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.6 Deliberate act

You will not receive compensation for death or injury that is intentionally caused by:

- a. yourself or a co-insured;
- b. one or more persons who are part of a group to which you or your co-insured also belong. This also applies if you or your co-insured did not cause any damage.

Neither is it relevant whether the damage was fully or partly caused by the use of alcohol, medicines or drugs.

3.2.7 Hazardous undertakings

You, or a co-insured, will not receive any compensation if you have knowingly done something that endangered your life or body. If you did this, lawfully or otherwise, to defend yourself or to save yourself, others, animals or property, then we will pay compensation.

4 Damage

You can read about your obligations and what to expect from us in the event of damage in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

5 Premiums

5.1 Payment of premiums

You can find information about premium payment in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

5.2 Penalties for failure to comply with payment obligations

You can read about the consequences of failure to pay your premium (on time) in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

5.3 Restitution of premium

You can find information about premium restitution in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

5.4 Premium calculation

You can find information about how we determine your premium in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

6 Review of rates and/or terms and conditions

You can find the rules regarding the review of rates and/or terms and conditions in the Review of rates and/or terms and conditions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

7 Changes in the risk

7.1 Changes in risk

You must notify us as soon as possible of any changes that are significant to the insurance policy. The time frame for notifying us will depend on the nature of the change.

7.1.1 Changes in risk for Accident insurance for passengers (OVO)

We would like to hear from you within two days if:

- a. you have replaced the motorbike stated on your policy schedule with another motorbike;
- b. you have sold your motorbike or transferred ownership to another person;
- c. your motorbike's vehicle registration number has changed;
- d. your motorbike has been stolen, misappropriated or seized.

We would like to hear from you within two months if:

- e. you intend to use your motorbike otherwise than stated on your policy schedule.

Note: You do not always have two days or two months. If you are aware of a change sooner, you must inform us sooner. This does not apply if you can prove that you did not know or could not have known about the change.

7.1.2 Continuation after changes in risk

7.1.2.1 Replacement, sale, transfer, vehicle registration number change, misappropriation

- a. If you sell your motorbike or transfer ownership to someone else, or your motorbike is stolen, unlawfully appropriated or seized, then your cover for this vehicle ends.
- b. If you replace your motorbike or the vehicle registration number changes, then we will assess whether we can continue your insurance according to the acceptance guidelines and rates applicable at that time.
- c. If we agree with you to continue the insurance with modifications, we are entitled to adjust your premium and/or the insurance terms and conditions. We will apply the new premium and/or terms and conditions from the date on which the change took place.
- d. If we cannot agree on the adjusted conditions for continuing your insurance cover, we will inform you that we will terminate the insurance policy. The insurance policy will then be terminated one month later.

7.1.2.2 Change of use

- a. If you intend to use your motorbike otherwise than stated on your policy schedule, then we will assess whether we can continue your insurance according to the acceptance guidelines and rates applicable at that time.
- b. If we agree with you to continue the insurance with modifications, we are entitled to adjust your premium and/or the insurance terms and conditions. We will apply the new premium and/or terms and conditions from the date on which the change took place.
- c. If we cannot agree on the adjusted conditions for continuing your insurance cover, we will inform you that we will terminate the insurance policy. The insurance policy will then be terminated one month later.

Your current insurance policy will remain valid as long as the insurance policy has not been terminated, and as long as we have not agreed any adjustments to the terms and conditions for continuation.

7.1.3 Consequences of not notifying changes in risk

- a. If you do not notify us of a change or fail to notify us in time, and we would only have continued the insurance policy at a higher premium if you had notified us of the change in time, then you will still have to pay the extra premium and insurance tax from the date of the change.

- b. If we would only have continued the insurance policy with adjusted terms and conditions if you had notified us of the change in time, then these conditions will apply retrospectively from the date on which you should have notified us of the change. This means that we will assess a case after this date based on the new terms and conditions.
- c. If we would not have continued the insurance policy if you had notified us of the change in time, then you are no longer insured for an accident that occurs after the date on which you should have notified us of the change.

7.2 Risk limitation

- a. We can prescribe measures to limit the risk of damage.
- b. You must cooperate with these measures. If you refuse to cooperate, then your insurance policy will terminate one month after your refusal.

8 End of the insurance policy

8.1 Termination by policyholder

You can find the conditions for terminating the insurance policy yourself in the End of insurance policy section in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms.

8.2 Termination by insurer

You can find the conditions for us to terminate your insurance policy in the End of insurance policy section in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms.

8.3 Termination by operation of law

Your insurance policy can 'terminate by operation of law'. This means that your insurance policy ends naturally due to the laws of the country. In the following section we explain when this will apply.

8.3.1 Interest in insured object

Your insurance policy will terminate by operation of law if the insured parties no longer have an insurable interest. This does not include the circumstances described in article 8.3.2.

8.3.2 Policyholder

Your insurance policy will also terminate by operation of law:

- a. if you as policyholder die. Your insurance policy will then terminate:
 - nine months after your heirs reasonably could have been informed of your death; or
 - nine months after the date that we received notification of your death (if this is sooner).
- b. if the policyholder is a legal entity (for example a company or an association) and this legal entity ceases to exist.

In that case your insurance policy will terminate one month after the legal entity ceased to exist. Your insurance policy will not terminate if the legal entity ceases to exist due to a merger or because it takes on an alternative legal form.

8.3.3 Termination of linked insurance policy

If your third party liability insurance you have taken out with us for the motorbike stated on your policy schedule is terminated, then your Accident insurance for passengers (OVO) policy will automatically terminate at the same time.

8.4 Dissolution

You can find information about the end of the insurance policy by dissolution in the End of insurance policy section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

9 Supplementary policy provisions

9.1. Personal data

You can find information about the use of personal data in the Supplementary policy provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

9.2 Governing law

This insurance policy is governed by the laws of the Netherlands.

9.3 Complaints

You can find information about our complaints procedure in the Supplementary policy provisions section of the Hoeksche

Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

10 Terrorism

You can find information about cover following an act of terrorism in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions in the Exclusions section under paragraph 3.1.3 Terrorism. Here you will find the Terrorism cover paragraph and a summary of the compensation protocol of the Dutch Herverzekeringmaatschappij voor Terrorismeschaden (Dutch Terrorism Risk Reinsurance Company - NHT).

11 Additional descriptions

Accident

With an accident we mean that you or a co-insured suffered a sudden unexpected external act of violence on the body. This caused you or a co-insured to sustain a medically observable physical injury. This injury or death is a direct and immediate consequence of the external act of violence. Under accident we also understand the following events:

- a. You are subject to acute poisoning as a result of sudden exposure to harmful gases, vapours, liquids or solids.. Poisoning due to medicines or allergens does not fall under this cover. Allergens are constituents of a natural or artificial substance that can cause allergic reactions.
- b. You become infected or have an allergic reaction because pathogens or allergens have entered your body. This has happened because you:
 - accidentally fell into water or another substance;
 - deliberately jumped into the water or another substance to rescue or attempt to rescue people, animals or objects.
- c. You suffer internal injuries because a harmful substance or item entered your digestive canal, respiratory tract, eyes or ears. This does not concern pathogens or allergens.
- d. You become the victim of suffocation, drowning, freezing, sunstroke, heat stroke, burning, stroke of lightning, or another electrical discharge,
- e. You become the victim of exhaustion, starvation, dehydration or sunburn as a result of circumstances that you could not foresee in advance.

- f. You develop a wound infection or blood poisoning because of pathogens that have entered your body. This has happened because you have suffered an accident that is covered by this insurance policy.
- g. You have suffered physical injury in an accident that is covered by this insurance policy. Complications have arisen or the injury has become worse when first aid or medical treatment was administered to your injury. This first aid or treatment was carried out by, or on instruction of, a doctor and was necessary due to the accident.
- h. You suffer from decompression sickness (caisson disease).

We do not consider post-whiplash syndrome or post-concussion syndrome as an accident. However, these syndromes are covered by the supplementary cover of this insurance policy.