



nationale  
nederlanden

## **Reimbursements and terms and conditions for 2024**

### **Additional insurance package**

#### **‘Nationale-Nederlanden Zorg Zeker Plus’ additional insurance package**

Product number: 6310005

Valid from 01-01-2024 to 31-12-2024 (inclusive)

The previous terms and conditions of insurance are hereby superseded.

# Inhoudsopgave

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# Abroad

## What you are insured for under your additional insurance package

### Urgent medical care abroad (clause D.14.a.)

#### Insured healthcare

- Excess rate costs.  
Your insurance provides worldwide cover. This means you are insured outside the Netherlands for the same healthcare and the same scope as within the Netherlands according to the Dutch rates. If the foreign rates are higher than the Dutch rates, an 'above rate' remains; this reimbursement concerns the 'above rate costs'.

#### Your reimbursement

- Reimbursement of 100 % of the claimed rate, outside the Netherlands or your country of residence, this includes the reimbursement under your general insurance policy for urgent medical care abroad.

We use a variety of rates. See the attached General terms and conditions, section [Rates](#).

#### The amount you pay yourself

- This healthcare is not subject to the deductible.

#### Eligibility for this healthcare

- The medical indication or situation below applies to you:
  - Urgent medical healthcare when temporarily residing abroad.  
This is care that is medically necessary and that cannot reasonably be postponed. Furthermore, you are abroad for a continuous period of a maximum of 365 days.  
If you have remained abroad for an uninterrupted period of more than 365 days, we do not consider this a temporary stay. Any costs for healthcare you incur after the 365th day will not qualify for reimbursement.

#### Terms and conditions

- The healthcare is insured under your general insurance policy, but this does not fully reimburse the costs.
- You will not be reimbursed in full under another insurance policy (including travel insurance).
- The need for the healthcare could not be foreseen at the time you left for the foreign country.
- Once we have paid the costs, you must cooperate with the transfer of the rights to another insurer (such as a travel insurer).
- You must contact the emergency service with which we have entered into an agreement for healthcare/mediation for healthcare abroad. You do not need to contact the emergency service for a one-off visit to a doctor or pharmacy.
- You must cooperate fully in the provision of healthcare and comply with the instructions of the emergency services that have become involved.

#### Where to go for this healthcare

- The healthcare provider abroad must comply with the requirements, laws and regulations of that country.

#### What is not reimbursed

For the general exclusions, see the attached General terms and conditions, section [General exclusions](#).

# Medicines

## What you are insured for under your additional insurance package

### Contraceptives (medicines and medical aids) (clause D.3.5.b.)

#### Insured healthcare

- Contraceptives in tablet form ('the pill').
- Contraceptive medicines under the Medicines Reimbursement System (GVS) and contraceptive medical aids.

#### Your reimbursement

- From 21 year(s): reimbursement of 100 % for contraceptives (medicines and medical aids).

We use a variety of rates. See the attached General terms and conditions, section [Rates](#).

#### The amount you pay yourself

- This healthcare is not subject to the deductible.

#### Terms and conditions

- This relates to contraceptive medicines or contraceptive medical aids that are reimbursed under the general insurance policy up to the age of 21.  
Because you are 21 or older, you will not be reimbursed for contraceptive medicines or contraceptive medical aids under your general insurance policy.
- The medicines are listed in Appendices 1 and 2 of the Dutch Health Insurance Regulations ('Regeling zorgverzekering') and in the 'G-Standaard' (national medicines database) administered by 'Z-Index'.
- The medicines are included in the Medicines Reimbursement System (GVS).  
The treatment, prevention or diagnosis of a condition using medicine in the form that is suitable for you. Scientific research must have demonstrated that the medicine is efficient, effective and the most economical available.
- The healthcare must involve rational pharmacotherapy.  
This means that the medicine must meet all these conditions:
  - it is in a form that is suitable for the patient. For example, a liquid solution for a child that cannot swallow tablets yet;
  - it has been proven to be efficient and effective, meaning that adequate scientific research has been conducted into the medicine showing that it is effective in treating your symptoms or illness;
  - it is the most economical for the health insurance. It must, for example, not be more expensive than comparable medicines that are equally or more effective.

For certain preparations, we will need additional information in order to assess whether they qualify as rational pharmacotherapy.

- Our preferred medicine policy may apply to your medicine.  
More information on preferred medicines can be found in the clause 'Medicines listed in the Medicines Reimbursement System (GVS)'.
- Your general practitioner inserts the diaphragm or copper IUD.  
If the medical aid is inserted by a medical specialist, the medical aid comes under the 'Specialist medical healthcare' clause.

#### Who to get a treatment proposal from

- General practitioner.
- Medical specialist.
- Doctor for the mentally disabled.
- Physician assistant.

## Where to go for this healthcare

- Pharmacy.  
This is a pharmacist with a permit to dispense medicines under the terms of the Dutch Medicines Act ('Geneesmiddelenwet').  
You receive this healthcare at home, in the practice of a dispensing doctor or general practitioner or a government-recognised pharmacy, or at your temporary place of residence.
- Dispensing doctor or general practitioner.  
This is a doctor or general practitioner with a permit to dispense medicines under the terms of the Dutch Medicines Act ('Geneesmiddelenwet').  
You receive this healthcare at home, in the practice of a dispensing doctor or general practitioner or a government-recognised pharmacy, or at your temporary place of residence.
- Online pharmacy.  
A pharmacist with a permit to dispense medicines under the terms of the Dutch Medicines Act ('Geneesmiddelenwet').

## What is not reimbursed

- A medicine for which we have no preference, while there is an equivalent and suitable medicine on the list of preferred medicines ('Lijst voorkeursgeneesmiddelen').  
More information on preferred medicines can be found in our Pharmacy Regulations ('Reglement Farmacie').
- Additional costs for submitting prescriptions and collecting medicines outside normal opening hours.  
This will be reimbursed in urgent situations.
- Additional costs, e.g. administrative, import and/or postage costs.

For the general exclusions, see the attached General terms and conditions, section [General exclusions](#).

# Oral care

## What you are insured for under your additional insurance package

### Oral care in the event of an accident (clause D.8.6.)

#### Insured healthcare

- Oral care following an accident.  
The healthcare includes oral care (crowns, bridges, inlays, dentures, implants and other oral care) in case of accident care.

#### Your reimbursement

- Reimbursement of 20.000 euros, maximum, per accident for oral care in the event of an accident.

We use a variety of rates. See the attached General terms and conditions, section [Rates](#).

#### The amount you pay yourself

- This healthcare is not subject to the deductible.

#### Eligibility for this healthcare

- The medical indication or situation below applies to you:
  - You have had an accident.  
See the definition of Accident

#### Terms and conditions

- The healthcare is needed as a direct result of an accident.  
The healthcare is required based on the standards and norms that apply to the profession of the relevant healthcare providers

- The healthcare is not urgent.  
Healthcare that takes place as a direct result of an accident and that is not urgent.
- The healthcare is necessary to restore your teeth to the status immediately prior to the accident.  
If full recovery is not possible, this relates to the healthcare that brings you reasonably close to this state of recovery in accordance with the latest practical and theoretical standards.
- You were insured with us for this accident care at the time of the accident and the treatment.  
As soon as possible after the accident, you or the healthcare provider must send us a statement informing us that an accident has occurred and on what date. This statement must also specify that the healthcare is required as a direct result of this accident. We need to have this statement before the treatment starts.  
If you have a police report showing the date and the circumstances of the accident, you must also send that to us.
- The treatment was completed within 2 years of the accident.  
Unless it is necessary to delay the treatment or final part of the treatment because the teeth are not yet fully formed. Our consultant dentist will assess whether the teeth are fully formed or whether the treatment is of a temporary nature.
- The healthcare is claimed using all treatment codes, except code F.  
This is on the basis of the dental rates decision 'tariefbeschikking tandheelkundige zorg' compiled by the Dutch Healthcare Authority ('Nederlandse Zorgautoriteit', NZa).
- If you have multiple insurance policies that reimburse oral care in the event of accidents, you will receive the highest reimbursement once. If the reimbursement under both insurance policies is the same, you will receive your reimbursement from one of those policies.

#### **Who to get a treatment proposal from**

- Dentist.

#### **Do you need approval?**

- You need approval from us before starting the treatment and within 3 months following the accident.
- The request for approval must be supported by a written final or provisional treatment plan with accompanying budget from your dentist or dental surgeon.  
This has been drawn up in accordance with the Dutch Dental Association dental trauma guidelines ('KNMT praktijkrichtlijn tandletsel'). These guidelines form part of these terms and conditions and can be found on our website.

For the approval, see the attached General terms and conditions, section [Approval](#).

#### **Where to go for this healthcare**

- Dentist.  
The dentist is qualified as a dentist and is registered as a dentist under the terms and conditions of Article 14 of the Dutch Individual Healthcare Professions Act ('Wet op de beroepen in de individuele gezondheidszorg', Wet BIG).
- Prosthodontist.  
The prosthodontist holds a valid diploma under the Decree on Training Requirements and Expertise for Prosthodontists ('Besluit opleidingseisen en deskundigheidsgebied tandprotheticus').
- Authorised healthcare provider who is affiliated with a centre for oral care.
- Authorised healthcare provider affiliated with a facility for youth dental care.

#### **What is not reimbursed**

- Mandibular repositioning device (MRD).  
Including diagnostics and aftercare (codes G71\*, G72 and G73\*). This is a medical aid for apnea (snoring). Reimbursement for this may be possible under the 'Respiratory aids' clause.
- Oral care that (by its nature) is part of the general insurance policy and/or for which you need approval from us.  
This concerns, in any case, the following performance codes:
  - A20: treatment under general anaesthetic or light sedation;
  - X611: treatment under intravenous (injection) sedation;

- X631: treatment under general anaesthetic;
- B10, B11 and B12: light sedation (nitrous oxide sedation). Sedation involves reducing a patient's consciousness for the purpose of making a medical procedure or surgery more comfortable;
- A30: preparatory treatment under general anaesthetic;
- U05\*, X731\* and X831\*: time rates for supervision of patients who are difficult to treat. This concerns treatment within the scope of oral care for special healthcare groups;
- X21: taking a panoramic dental X-ray (OPT) for insured persons under the age of 18;
- H36, H37, H38 and H39: insertion of autografts (autologous implants) for insured persons under the age of 18.
- If a treatment needs assessment was carried out before the accident and it was established that this oral care was required, or if you delayed getting the required oral care prior to the accident.
- Treatments involving dental care in exceptional circumstances or dental surgery. These are covered under the general insurance policy. See the 'Specialist medical healthcare' and 'Oral care' clauses.
- Orthodontic care (treatment code F).
- External whitening (code E97).
- Myofunctional appliance (code G74\*) or a consultation on myofunctional therapy (code G76\*). e.g. pre-orthodontic trainers.
- Treatment of white spots (codes M80\* and M81\*).
- Healthcare needed due to lack of maintenance of or care for your teeth.
- Oral care required after consuming food or drink.
- Healthcare for teeth that were already missing at the time of the accident.
- Urgent oral care.
- Healthcare received outside your country of residence.
- Cosmetic dentistry, direct veneer (built-up in the mouth) (code K001).
- Cosmetic dentistry, indirect veneer (fabricated in the dental lab) (code K002).
- External whitening per jaw (code K003).
- Incomplete cosmetic dentistry (K004).

For the general exclusions, see the attached General terms and conditions, section [General exclusions](#).

## Physiotherapy

### What you are insured for under your additional insurance package

#### Physiotherapy and exercise therapy (clause D.16.1.)

##### Insured healthcare

- Physiotherapy.  
By this we mean physiotherapy or recognised specialist physiotherapy.
- Cesar or Mensendieck exercise therapy.
- Oedema therapy.
- Pelvic physiotherapy.  
Specialist physiotherapy aimed at treating pelvic floor problems.
- Supervised walking therapy for intermittent claudication.  
This physiotherapy promotes your self-management so that you can practice independently and is aimed at:
  - limiting the complaints caused by reduced oxygen in the legs and
  - reducing the risk factors of atherosclerosis.
- Supervised exercise therapy for osteoarthritis.  
This physiotherapy promotes your self-management so that you can practice independently.
- Exercise therapy for chronic obstructive pulmonary disease (COPD).  
This concerns supervised exercise therapy. This is a form of physiotherapy.

### Your reimbursement

- Reimbursement of 8 sessions, per year for physiotherapy and exercise therapy.
- This is in-kind healthcare, so we reimburse:
  - for healthcare providers with a contract for this healthcare: 100% of the agreed rate.
  - for healthcare providers without a contract for this healthcare: 70% of your invoice up to 70% of the average rate agreed with healthcare providers with whom we have a contract.

We use a variety of rates. See the attached General terms and conditions, section [Rates](#).

### The amount you pay yourself

- This healthcare is not subject to the deductible.

### Terms and conditions

- Reimbursement under the general insurance policy takes precedence over this reimbursement.
- We deem screening to be one session of physiotherapy and exercise therapy.
- The number of sessions specified is a maximum. You, your physiotherapist and, where applicable, the person who referred you, will agree the number of sessions required.
- If the sessions are group sessions, the group may not have more than 10 participants.

### Who to get a referral from

- You need a referral to receive physiotherapy or exercise therapy at home.  
You need a referral from your doctor for physiotherapy or exercise therapy at home. The doctor must state on the referral why treatment at home is medically necessary in your case. These doctors may make the referral:
  - general practitioner
  - doctor for the mentally disabled
  - geriatric specialist
  - youth healthcare doctor
  - dentist
  - company doctor, or
  - medical specialist.

### Where to go for this healthcare

- Physiotherapist.  
Your healthcare provider is a physiotherapist or specialist physiotherapist registered on the Dutch Quality Register for Physiotherapy ('Kwaliteitsregister Fysiotherapie Nederland', KRF) and/or the register of the Dutch Certified Physiotherapy Foundation ('Stichting Keurmerk Fysiotherapie', SKF).
- Cesar or Mensendieck exercise therapy.  
Your healthcare provider is a Cesar or Mensendieck exercise therapist with the status of 'kwaliteitsgeregistreerd' (quality registered) on the Quality Register for Allied Health Professionals ('Kwaliteitsregister Paramedici').
- Skin therapist or oedema physiotherapist provides oedema therapy.  
The skin therapist is registered with 'kwaliteitsgeregistreerd' (quality registered) status on the Quality Register for Allied Health Professionals ('Kwaliteitsregister Paramedici') and has a valid AGB code (administrative code assigned to healthcare professionals in the Netherlands) upon commencement of the treatment.  
This is a physiotherapist listed as a oedema physiotherapist on the Dutch Quality Register for Physiotherapy ('Kwaliteitsregister Fysiotherapie Nederland', KRF) and/or the register of the Dutch Certified Physiotherapy Foundation ('Stichting Keurmerk Fysiotherapie', SKF).

### What is not reimbursed

- Oedema physiotherapy following a cosmetic procedure.
- Scar treatment following a cosmetic procedure.
- Scar treatment after normal wound recovery.  
We assess whether there is normal wound recovery.



- Sports massage.

For the general exclusions, see the attached General terms and conditions, section [General exclusions](#).

## Appendix Definitions

### Additional insurance package

An agreement that you can take out in addition to your general insurance policy for the reimbursement of healthcare and healthcare costs. The content and scope of your additional insurance package is set by us. We have it laid down in your terms and conditions of insurance.

### Agreed rate

The (average) rate we agree in contracts with healthcare providers for certain types of healthcare. These rates are available on our website.

### AGB code

This code is a unique administrative code assigned to healthcare providers in the Netherlands, identifying each one individually in Vektis. Vektis is a national register containing all information necessary to submit claims for the healthcare, to purchase and contract the healthcare and to help guide insured persons to the right healthcare.

### Treatment

Contact, physical or online, with one or more healthcare providers, involving the provision of healthcare and/or advice. Treatment does not include courses or training.

### Treatment proposal (or prescription)

This proposal states which healthcare (examination, treatment or therapy) you need. You are given a prescription for medicine.

### Abroad

Any country other than the country where you live.

### CAK

The Dutch Central Administration Office ('Centraal Administratie Kantoor', CAK), as defined in Article 6.1.1, first paragraph, of the Dutch Long-Term Care Act ('Wet langdurige zorg', Wlz).

### Consultation

Contact with a healthcare provider. This can involve advice, a referral, a discussion of a patient's medical history, a physical examination, diagnosis and/or additional tests where such is deemed medically necessary.

### Day treatment

Healthcare in a department set up for day nursing in a facility for specialist medical healthcare (such as a hospital or independent treatment centre). This may also involve a medical examination or treatment in a rehabilitation facility. The healthcare is generally foreseeable and lasts for a number of hours. The patient is not admitted.

## DBC healthcare product

A Diagnosis-Treatment Combination ('Diagnose Behandel Combinatie', DBC healthcare product or DBC) is a code that describes the entire process of treatment under specialist medical healthcare. A DBC includes all the costs incurred by the healthcare provider to give you the right healthcare. So it also includes costs not directly related to your treatment. The rate for a DBC is based on an average of the costs incurred for a particular course of treatment. The start date of a DBC is the date of first contact with the healthcare provider and determines the reimbursement. The bill is settled on the DBC start date. If the commencement date for a DBC is outside of the term of your insurance, none of the costs associated with that DBC are covered. In addition to a DBC, a hospital may charge for treatments categorised as other healthcare products ('overige zorgproducten', OZP). These are often single treatments that are not associated with a course of treatment. For example, diagnostics requested by the general practitioner, such as an ultrasound or X-ray, or diagnostics for dental surgery. Specific expensive healthcare is also claimed under other healthcare products. Examples here include intensive care, expensive medicines and blood products.

## Diagnostics

Determination of the medical cause of the patient's problem, illness or condition.

## EU/EEA member state

The EU (European Union) member states are: Austria, Belgium, Bulgaria, Croatia, Cyprus (Greek part), Czech Republic, Denmark, Estonia, Finland, France (including French Guyana, Guadeloupe, Martinique, Réunion, Saint Barthélemy and Saint Martin), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal (including the Azores and Madeira), Romania, Slovakia, Slovenia, Spain (including the Canary Islands, Ceuta and Melilla) and Sweden. Under international treaties, Switzerland is considered to be on a par with the above. The following are not part of the EU (this list is not exhaustive): Andorra, the Channel Islands, the Isle of Man, Monaco, San Marino and Vatican City. The EEA (European Economic Area) states are: the aforementioned EU states, Iceland, Liechtenstein and Norway. Explanation: On 31 January 2020, the United Kingdom, including Gibraltar, left the European Union.

## Claimed rate

The amount stated on the invoice. Reimbursement will never exceed the costs of healthcare that you have actually incurred, and that you were invoiced for.

## Medical aids on loan

These are medical aids that you may use as long as you are insured for them with us. We or the healthcare provider will enter into a loan agreement with you for this purpose. This agreement specifies your rights and obligations in respect of the medical aid you have on loan. You must return the medical aid upon termination of your insurance policy. We pay the reimbursement directly to the healthcare provider if you receive the medical aid on loan from a contracted healthcare provider. If you purchase a medical aid from a non-contracted healthcare provider and that aid would usually be provided on loan, you will not automatically be reimbursed for the full purchase value. We will reimburse you the costs involved in using the medical aid for an entire year in the same way as we reimburse these costs with a contracted healthcare provider. You do not need to pay any costs for medical aids on loan, so you do not pay a deductible for them. The deductible does apply, however, to the costs of consumables and usage associated with the medical aid that we lend you.

## Owned medical aids

These are medical aids that transfer to your possession under your terms and conditions of insurance. You will acquire ownership of them. The purchase costs will be set off against your deductible.

If a medical aid transfers to your possession, it is strictly for your own use. You may not sell it to anyone.

## Year

A calendar year. However, when referring to someone's age, we do not mean a calendar year. We simply mean a year in the person's life.

## Month

A calendar month.

## Market rate applicable in the Netherlands

This is the rate that is reasonable and appropriate in the Dutch market for a given treatment. To determine this rate, we look at what amounts healthcare providers charge on average for that treatment. This means that we will not reimburse unreasonably high costs of treatment in full. See also Article 2.2., clause 2, paragraph b, of the Dutch Health Insurance Decree ('Besluit zorgverzekering').

## (Medical) adviser

The doctor, pharmacist, dentist, physiotherapist or other expert who advises us. This includes advice on medical, pharmacotherapy-related, dental or physiotherapy-related healthcare or any other field of healthcare expertise.

## Medical indication/grounds

The medical condition or illness that a doctor suspects or has diagnosed so that you can access certain healthcare.

## Accident

A sudden, unexpected, involuntary and external event. This event results directly in bodily injury that can be detected objectively by a medical professional. This applies even if you did not and could not reasonably foresee the event. We consider an acute, serious illness to be equivalent to an accident when: - medical care is required immediately on medical grounds and cannot be postponed, or an illness or condition is life-threatening; and - the healthcare required is covered by the general insurance policy; and - based on objective medical standards, no recovery can be expected within the next six months.

### Example of an accident.

- an infected wound or blood poisoning; - sprains, dislocations and tears of the muscles and ligaments; - involuntary ingestion of or poisoning with gases, vapours, liquid or solid substances or objects, unless this is through the conscious use of alcohol, medicine or drugs; - infection by exposure to pathogens or due to poisoning during an involuntary fall into water or any other substance (liquid or otherwise), or if you enter it yourself to save a person, animal or object; - drowning, suffocation, frostbite, hypothermia, sunstroke, burning (except as the result of sunbathing), lightning strike or other electrical discharge, or coming into contact with a corrosive substance; - natural violence such as an earthquake, flood, tsunami (tidal wave), hurricane, or volcanic eruption; - starvation, dehydration and exhaustion; - complications or aggravation of injuries as the result of medically required treatment after an accident; - becoming infected with HIV through a blood transfusion or injection with a contaminated needle while being treated in a hospital.

## Admission

A period of nursing and treatment with an overnight stay in a department set up for nursing in a specialist medical care facility (such as a hospital). The admission must be a medical necessity in terms of medical healthcare. However, this does not include a stay in an outpatient clinic, nor day care or urgent medical care, nor a stay in a facility for rehabilitation. Your general insurance policy covers admissions of up to 1095 (3 x 365) consecutive days. The following rules apply here: - if your admission is interrupted for less than 31 days, the number of days of the interruption do not count, but we will continue to count after the interruption to determine the total; - if your admission is interrupted for a period of more than 30 days, we start counting again from the beginning to determine the total; - if your admission is interrupted for weekend/holiday leave, the number of days of interruption counts towards the total number of days.

## Policy (document)

Proof of insurance.

## Written

A physical or electronic means of conveying information, whereby the information can be understood, stored and reproduced. An electronic means of conveying information includes the internet and emails. Written communication includes by letter, email and through the 'Mijn' environment on our website.

## Urgent medical care

Healthcare that is a medical necessity and that cannot reasonably be postponed. The healthcare can reasonably be described as urgent in the general opinion of the group of relevant professional practitioners.

## Rate

The amount of money for healthcare or the resources provided, which we take as the basis for reimbursement of that healthcare or those resources. We have different types of rates.

## Treaty country

The Netherlands has a treaty for social security, including arrangements for the provision of medical healthcare, with the following states: Australia, Bosnia and Herzegovina, Cape Verde, Macedonia, Montenegro, Morocco, Serbia, Tunisia and Turkey.

The following are also treaty countries:

- all European Union (EU) member states other than the Netherlands;
- all states that are party to the Agreement on the European Economic Area (EEA);
- Switzerland;
- the United Kingdom.

## Referral

For certain types of healthcare, you must have a referral before a consultation or before the start of the healthcare. This referral is the advice from one healthcare provider to go to another healthcare provider for a consultation or for healthcare. In the terms and conditions, we list which healthcare provider must provide this referral under 'referral'.

## Insured person

The individual entitled to insured healthcare (and reimbursement thereof) in accordance with our terms and conditions of insurance. The policyholder may also be the insured person. In the terms and conditions of insurance, we refer to the insured person and the policyholder using 'you' and 'your'. You can determine from the scope and content of the terms and conditions of insurance whether we mean the insured person or the policyholder. Where we refer to 'he', 'him' and 'his', this also means 'she' and 'her' and 'her' respectively.

## Insurance policy

An insurance agreement may consist of a general insurance policy with one or more additional insurance packages.

If the insurance consists of a combination of 2 or more insurance agreements, the combination can contain no more than one general insurance policy.

## Policyholder

The person who takes out insurance with us, must pay the premium and costs and is the only person who can change and cancel the insurance. The policy is in the name of the policyholder. The policyholder may also be the insured person. In the terms and conditions of insurance, we refer to the insured person and the policyholder using 'you' and 'your'. You can determine from the scope and content of the terms and conditions of insurance whether we mean the insured person or the policyholder. Where we refer to 'he', 'him' and 'his', this also means 'she' and 'her' and 'her' respectively.

## **Statutory personal contribution**

Healthcare that is covered under your general insurance policy and in relation to which you must pay the costs in full or in part yourself. Personal contributions are set by law. A statutory personal contribution may be a fixed amount per treatment or a set percentage of the costs. A statutory personal contribution is not the same as a deductible. Statutory personal contributions and deductibles may apply side by side for the same insured healthcare. This may mean you will be charged both a statutory personal contribution and a deductible.

## **Statutory maximum rate**

The maximum rate set by the Dutch Healthcare Authority ('Nederlandse Zorgautoriteit', NZa) for certain types of healthcare, in accordance with the Dutch Healthcare (Market Regulation) Act ('Wet marktordening gezondheidszorg', Wmg). The rate used by a healthcare provider may be lower, but never higher.

## **Statutory fixed rate**

The fixed rate set by the Dutch Healthcare Authority ('Nederlandse Zorgautoriteit', NZa) for certain types of healthcare, in accordance with the Dutch Healthcare (Market Regulation) Act ('Wet marktordening gezondheidszorg', Wmg). The rate used by a healthcare provider must be exactly the same as this rate. These rates are also known as set-point rates.

# Appendix General terms and conditions

## A.1A. Additional definitions

### Family members

Family members living at the same address and who make up a shared household. By this we mean:

- adults who are each other's sole life partner;
- children up to the age of 18 (including adopted children and foster children);
- children aged 18 to 30 (inclusive) who are students (they do not have to be living at the same address as the policyholder);
- a company or facility that has entered into a group agreement with us may also designate someone as a family member.

A family member has their own policy or is co-insured on the policy of another family member.

### Insurer

By insurer we mean an insurance company as defined in the Solvency II Directive that is authorised as a non-life insurer as defined in the Dutch Financial Supervision Act ('Wet op het financieel toezicht').

The insurance company to which these terms and conditions of insurance apply is the insurance company stated on the policy document in that capacity and is 'Onderlinge Waarborgmaatschappij CZ groep U.A.', registered in the Trade Register of the Chamber of Commerce under number 18028752. In these terms and conditions of insurance, we refer to the insurance company as 'we' and 'us'.

## A.2. Insurance fundamentals

### Policy document

The details of your insurance are stated on your policy document. We will send you a new policy document every year. You will also receive a new policy document following any changes to the details on your policy.

### See also:

[Policy \(document\)](#) (definitions)

### General basis of your insurance

We base your insurance on the following:

- your registration form with the details that you have entered or that someone else has entered on your behalf;
- information and statements provided by you or someone else on your behalf;
- the insurance policies you have selected, which are specified on your policy document;
- the terms and conditions of insurance for your insurance policy or policies;
- protocols, regulations and appendices;
- any associated or group agreements.

### Deviation from terms and conditions of insurance

If the content of a group agreement differs from the general rules and regulations in these terms and conditions of insurance, the specific rules and regulations from the group agreement will apply. This means that those specific rules and regulations will take precedence over the general rules and regulations.

### Verification of your policy document

Please verify the details on your policy document.

If any details are incorrect or missing, please let us know. You must do so within 30 days of receiving your policy document. If you do not contact us about this within this time, we will assume that these details are complete and accurate.

### **Applicable terms and conditions of insurance**

Your policy document lists the insurance policies you have selected. You can view, download and save the terms and conditions of insurance for your policies on the secure 'Mijn' environment.

As and when new terms and conditions of insurance are adopted, the old terms and conditions of insurance will cease to apply.

### **Translation of the terms and conditions of insurance**

The terms and conditions of insurance are in Dutch, but we do have translations. In the event of differences between the content and interpretation of the Dutch-language terms and conditions of insurance and a translation, the Dutch-language terms and conditions of insurance will apply.

### **If terms and conditions of insurance deviate from the law**

The terms and conditions of insurance and appendices for your policy comply with current legislation. If the legislation changes or an act is repealed or new legislation is passed and this results in a discrepancy between the terms and conditions of insurance and the laws and regulations, the most recent statutory provisions, explanatory memoranda or the interpretation thereof will always apply instead of the terms and conditions of insurance.

## **A.3. Content and scope of your insurance**

### **General and specific requirements**

The healthcare you receive has to meet certain general requirements. Specific requirements that do not apply to all types of healthcare are specified with the healthcare in question.

The following general requirements apply to all types of healthcare:

- it is healthcare that healthcare providers in the relevant profession provide in accordance with their standards and norms and deem accepted. What does this mean?
- healthcare providers within a profession provide the same healthcare for certain complaints and diseases. The healthcare then falls within that profession's area of expertise.
- it is insured healthcare specified in the terms and conditions of insurance for your policy.
- the content and scope of healthcare is determined by the latest practical and theoretical standards, or by what is deemed to constitute responsible and adequate healthcare and services in the field in question. What does this mean?
- there must be sufficient evidence that the healthcare you receive is effective and safe, also in the long term. The evidence must be objective scientific medical evidence. Where necessary, we will also look at the specific situation.  
Objective scientific medical evidence will not be required for healthcare provided under your additional insurance package.
- the scope of the healthcare is specified in these terms and conditions of insurance. Exactly how much you will get reimbursed is also detailed in other communications. The maximum amount, number, or period covered is specified with the healthcare in question. We never reimburse more than the amount stated on the bill.
- based on your medical indication, there are reasonable medical grounds for you being provided with the healthcare in question. And the healthcare must be effective and appropriate to your individual situation. What does this mean?
- the healthcare in question must be a logical option given your complaints or disease, meaning that there have to be medical grounds for the healthcare you receive.
- the healthcare must not be unnecessarily costly and not be unnecessarily extensive or involve an unnecessarily large number of treatments. If the healthcare is too expensive or too extensive, it will not be effective healthcare in your situation and is therefore not covered by your general insurance policy, not even if you pay for part of it yourself.

### **Worldwide cover**

Your insurance has worldwide cover.



## A.4. Commencement and term of your insurance

### Commencement of your insurance and address

You can register with us for a general insurance policy and one or more additional insurance packages. Your insurance will take effect on the date on which we receive your request, or on a later date if you ask for this. Your request must include your address as it is recorded in the Persons Database ('Basisregistratie Personen', BRP). If your address is not recorded in the Persons Database or the address recorded there is incorrect, your insurance will only take effect if there is nothing you can do about the fact that the address recorded in the Persons Database is not the address where you actually live. You will, however, be asked to provide a good explanation and reason that we can accept.

### Commencement date and changes

Your insurance will take effect on the date we receive your registration. If you are still insured with another insurer, you can choose to have your policy take effect later. The commencement date must, however, be immediately after the end date of your previous policy. The commencement date of your insurance is stated on your policy document. You can request that your policy be changed. We will then cancel the policy you have at the time, because you cannot have two policies at the same time. Your new policy will, therefore, take the place of your old policy.

### Additional insurance package commencement date with retrospective effect

You can have your additional insurance package take effect on the day after your policy with another insurer ends, provided that we have received your request within 1 month of this date.

#### See also:

[Additional insurance package](#) (definitions)

### Additional insurance package insurance term

The term of your additional insurance package is one full year. If your additional insurance package takes effect part-way through the year, your additional insurance package will run until 1 January and for one full year after that.

### Annual renewal

We will renew your insurance for one year on 1 January each year. We will send you a reminder of that along with the changes for the new insurance year. You then have the opportunity to change or cancel your policy.

### Insurance term upon addition of a family member

If you add a family member to your policy part-way through the year, the insurance term for that family member will be the same as yours.

#### See also:

[Family members](#) ()

## A.5. You want to terminate your insurance

### Withdrawal

Soon after you take out a new insurance policy you have the right to withdraw from the policy without incurring any charges. Withdrawing means that your insurance policy will be nullified and it will be as if it never existed, and this can also be with retrospective effect. There is no need to specify a reason for withdrawing.

Withdrawal is subject to the following conditions:

- you are the policyholder;
- you inform us in writing that you wish to withdraw from the policy;
- the insurance policy from which you are withdrawing is one you took out recently;

- you withdraw from the insurance policy within 14 days of the commencement date or within 14 days of receiving the policy from us.  
If you have already paid the premium and costs, these will be refunded within 30 days. If you already received reimbursements under the insurance, you must pay these back within 30 days of receiving notice from us to this effect.

### **Cancelling or making changes**

You may cancel your insurance every year effective from 1 January. What do you (the policyholder) have to do for that?

- you must cancel in writing;
- we must have received the cancellation no later than 31 December.

You may change your insurance every year effective from 1 January. What do you (the policyholder) have to do for that?

- you must submit the change in writing;
- we must have received your request for a change no later than 31 December.  
If we approve the change, your old insurance will then end at the same time on 1 January.

### **See also:**

[Policyholder](#) (definitions)

### **Cancelling on account of insurance with another health insurer**

If we receive notice that you have registered for health insurance with another health insurer, we will assume that you are terminating your insurance policy or policies with us. Your insurance with us will end on 1 January after we have received the notice.

### **Change to the terms and conditions or premium for your additional insurance package**

If we decide to change the terms and conditions or the premium for your additional insurance package, and this is to your disadvantage, we will notify you of what will change and what your options are. You will then be able to cancel your insurance or change it to another additional insurance package as of that same date. What do you (the policyholder) have to do for that?

- you must submit your cancellation or change within 30 days of receiving our notice;
- you must submit your cancellation or change in writing.  
Your change is subject to our approval. If we change your insurance, we will send you new insurance documents and new terms and conditions of insurance.

In case of a change necessitated by a change in the law, you will not be able to cancel or change your insurance.

**Different employer group scheme**

If you (the policyholder) are insured under a group insurance policy through your employer, and you switch jobs to work for another employer with a different group insurance policy, you (the policyholder) will be entitled to cancel your group insurance with your old employer part-way through the year. Please let us know in writing. Be sure to do so within 30 days of joining your new employer. Possible situations - you have group insurance with us and can join a group insurance policy with a different health insurer through your new employer. You are therefore cancelling your old group insurance with us. This group insurance with us will then be terminated as of the day that you leave your former employer; or - you have group insurance with another health insurer and can join a group insurance policy with us through your new employer. This means you are cancelling your old group insurance with the other health insurer and taking out a new group insurance policy with us. If your new jobs starts on the 1st of the month, your new group insurance will take effect on that day. If not, your new group insurance will take effect on the 1st of the next month. Your old group insurance policy will also end on that day; or - you have group insurance with us and can join a different group insurance policy with us through your new employer. In this case, you need to ask us to switch from the old to the new group insurance policy. If your new jobs starts on the 1st of the month, your new group insurance will take effect on that day. If not, your new group insurance will take effect on the 1st of the next month. Your old group insurance policy will also end on that day.

**Insurance for someone else**

If you (the policyholder) previously took out insurance for someone else and this insured person has now taken out their own insurance, you (the policyholder) are entitled to cancel this initial insurance part-way through the year.

End of the cancelled insurance end

- if we receive your notice of cancellation no later than the day before the commencement date of the new insurance, the cancelled insurance will end on the commencement date of the new insurance.
- if we receive your notice of cancellation on the commencement date of the new insurance or later, the cancelled insurance will end on the last day of the month when we receive the notice of cancellation.

**See also:**

- [Insured person](#) (definitions)
- [Policyholder](#) (definitions)

**Instances when you cannot cancel or make changes**

You will not be able to cancel or change your insurance: - if you have not paid the premium or costs to us on time; and - if we have sent you a reminder about this, requesting that you pay us within 14 days; and - if we have not (yet) suspended (temporarily stopped) the insurance cover; and - if we have not agreed to the cancellation within 14 days. This means that you will not be able to cancel or change your insurance: - at the end of a contract year; - following a change to the premium or premium base; - when switching between group insurance policies; - if you had taken out insurance for someone else and this person has taken out another policy for themselves. As soon as you have paid all the premiums and costs to us in full, you can make changes to your insurance again or cancel it as of 1 January of the next calendar year.

## A.6. Cancellation of your insurance by us

**Legally required cancellation**

In the following situations, we will terminate your insurance: - if we are no longer allowed to offer or administer insurance policies. This would be the case if our licence as a non-life insurance company were to be modified or revoked. If that happens, we will notify you 2 months in advance; - if you die. We must be informed of this within 30 days of the date of death.

### **In the event of a criminal offence or violation**

If you were involved in a criminal offence or violation (or attempts at such) in respect of us or a contracted healthcare provider, which includes deception, fraud, coercion, or threats, we will be authorised to: - terminate your insurance policy or policies with us with immediate effect; - suspend your claim for healthcare or reimbursement of the costs of healthcare; - claim back reimbursements you have received; - charge you for the costs of the investigation; - report this to the police; - record your details, or have your details recorded, in the usual warning system used by financial institutions.

### **If we no longer offer or administer the insurance**

Given that we may stop offering and administering a certain type of insurance that you have taken out, we may terminate the relevant policy or replace it with a different policy. We will notify you of this change.

### **In the event of payment arrears for your additional insurance package**

We can suspend your additional insurance package(s) if you are in arrears of two months or more.

### **Upon the end of family participation in your insurance**

If one of the insured persons is no longer a member of your family, or an insured person is no longer staying abroad temporarily but has moved there permanently, you (the policyholder) must let us know within 30 days. We will then terminate the insurance policy or policies for this insured person.

### **See also:**

[Insured person](#) (definitions)

### **End of your membership of the group scheme and your additional insurance package(s)**

In the following situations, we will convert your group insurance into a personal insurance policy: - if the group agreement ends; - you (the policyholder) have taken out group insurance through a legal entity who represents your interests and - this person no longer represents your interests; or - if you are no longer a family member of a person whose interests are represented. - if you (the policyholder) have taken out group insurance through your employer, and - you no longer work for that employer; or - your employer has informed you that you can no longer be a member of the group scheme; or - if you are no longer a family member of an employee with group insurance through that employer. If you have group insurance through your employer and you leave that employer, please let us know within 30 days of termination of your employment. You can then keep this group insurance until 1 January of the next year. If we receive this notice from you after more than 30 days, we will set a date on which this group insurance will be converted into a personal insurance policy. In all other situations, the group insurance policy or policies will immediately be converted into a personal insurance policy. What else happens when switching from group insurance to personal insurance: - you will get the personal insurance that most closely resembles the group insurance you had; - the terms and conditions for personal insurance will apply; - you will need to start paying the premium for personal insurance.

### **From group scheme to personal additional insurance package**

If your group scheme membership ends, we will convert your group additional insurance package into a personal additional insurance package. You will get the insurance that most closely resembles the group insurance you had. If you do not want that, please let us know within 30 days and we will not activate the new additional insurance package.

### **Policy cancellation document**

If your insurance has been cancelled, we will send you a 'policy cancellation document' (statement of cancellation). This document lists the insured persons, what was covered under the policy, what the premium was, and when the policy expired.

## A.7. Amount of the premium and costs

### Premium and costs for your additional insurance package

The premium will depend on which additional insurance package you choose. You can get a discount on your premium: - if you pay more than one month in advance (payment term discount). You will pay a premium surcharge for: - every insured person who only has an additional insurance package and not a general insurance policy; - insured persons aged under 18 if the parents do not have the same additional insurance package. You will also pay costs. These include: - invoices we have paid in advance to your healthcare provider for you; - personal contributions that you must pay yourself if you are not reimbursed in full; - additional costs when you, for example, do not pay by direct debit. This does not include statutory interest, default interest or collection fees incurred in the event that you fail to pay or fail to pay on time. The premium and costs are stated in euros.

### Premium for additional insurance packages up to the age of 18

For the additional insurance package(s), the premium for children up to the age of 18 is also €0. These co-insured children must, however, have the same additional insurance package(s) as one of their parents or guardians. If your child does not have the same additional insurance package or not the same series of additional insurance packages, you will be charged a premium for all of this child's additional insurance packages. This will be the same premium as that charged for an insured person aged 18 or older. When the insured person turns 18, you will always start paying the premium from the 1st day of the month following their 18th birthday.

### Custody or imprisonment

If you are in custody in a detention centre or in prison, we will suspend your insurance and you will not be charged the premium and costs. As soon as you are no longer in custody or imprisoned, you must let us know. Your insurance will then be reactivated and you will be liable to pay the premium and costs again.

### Start, change or end of your insurance

If your insurance changes at the end of a payment period, we will recalculate the premium and deductible for the next payment period. If your insurance starts, changes or ends during a payment period, or an insured person is added or removed, we will also recalculate the premium and deductible for the next payment period, taking into account the moment when the insurance started, changed or ended. You may then get money back or have to pay extra, or we will settle the difference.

## A.8. Payment of premium and costs

### Paying in full and on time

As the policyholder, you have to pay all premiums and costs. These are payable for each 'payment period'. A payment period can be one month, a quarter, six months or a year.

You are required to pay in full. This means:

- you pay for the payment periods that have passed;
- you pay for the current payment period;
- and you pay for the next payment period. This means that you always pay in advance.

You are also required to pay on time. This means:

- the total amount due must be in our account no later than on the date stated on your premium invoice;
- if you pay by direct debit, we will debit the amount due in the first 7 days of the payment period;
- you will first receive a notification from us before we debit the amount due from your account;
- you make sure you have sufficient funds in your bank account;
- if the total amount cannot be debited in the first 7 days of the payment period, you are free to agree a different direct debit payment date with us.
- if you opt to use a payment method other than premium invoices or direct debit, the full amount due must be in our account before the agreed payment period.

If we have received all these premiums and costs, you have fulfilled your payment obligation.

**See also:**

[Policyholder](#) (definitions)

**Payment method**

You have agreed a payment method with us for the premium and costs due. This could be through a premium invoice, by direct debit, or by means of electronic or online payment. If you have agreed with us that we will communicate electronically, you can only pay by direct debit or electronic or online payment.

**Off-setting**

What is and is not possible: - if you have payment arrears with us, you cannot set off your arrears against any money we owe you. - we can, however, set off your arrears against money to which you are still entitled under your insurance policy or policies. - we will not set off your arrears against any money you are still entitled to under a Personal Care Budget ('Persoonsgebonden Budget', PGB).

## **A.9. Payment arrears**

**What we will do if you fail to pay your premium and costs on time**

If you fail to pay on time and in full, we will proceed as follows: - we will send you a reminder; - if you fail to pay within 14 days of receiving the reminder, we will send you a second reminder; - we will set off your arrears against money to which you are still entitled under your insurance policy or policies; - if there is any debt left after that, you will be required to pay it. We will engage a bailiff to collect this debt. If you are in arrears with us, you will also pay statutory interest, default interest and collection costs on the due and payable debt.

**What we will do if you are in arrears on your additional insurance package(s)**

If you fail to pay your premium and costs for the additional insurance package(s), we will be authorised to: - suspend your cover under your additional insurance package(s). We will take this step if your debt cannot be set off against money to which you are still entitled. On the day that all your debts to us have been paid, you will be entitled to cover under your additional insurance package(s) again. - terminate your additional insurance package(s). You will then not have additional insurance any more.

**Payment term discount ceases to apply**

If you pay over a month in advance and run up payment arrears, we will switch you to a one-month payment period. This means you lose the discount you were entitled to for paying further in advance. This payment term discount will cease to apply for all policies for which you are the policyholder. Losing the discount will not be accepted as grounds to cancel the insurance.

**See also:**

[Policyholder](#) (definitions)

**Repaying your debt**

Every amount that we receive from you will go towards repaying your debt. The interest and collection fees are always paid first.

**Repaying your debt on your additional insurance package**

Subsequent payments will go towards repaying your debt on additional insurance package(s). These will first go towards the part of the debt that has been outstanding the longest.

### **Debt for multiple payment periods**

If you have not paid for a long time and, consequently, run up a debt spanning multiple periods, your payments will first go towards repaying the period that is the furthest back in time. You must first repay the debt on all your insurance policies for a specific period before you can move on to repaying the debt for the next period. This means the debt on both the general insurance policy and on the additional insurance package(s) for that period. This means you cannot split your debt

#### **Example.**

You cannot opt to first pay only the premiums due, followed by any other debts, nor can you opt to pay the premiums and costs for the general insurance policy first and then those for the additional insurance package(s).

## **A.10 Premium and costs upon termination**

### **Outstanding premium and costs**

If you have cancelled your insurance policy with us and still have outstanding premium and costs, we will settle this when you take out a different or a new policy with us. We will set off the outstanding debt on your old policy against reimbursements under your new insurance policy.

If you still have outstanding premium and costs, we will postpone any reimbursements until you have paid everything.

### **Excess payment during a payment period**

If you cancel or change your insurance after you have already paid the premium, we will recalculate your premium and deductible. If this shows that you have overpaid, we will refund the excess, or we will set it off against the new premium. You will receive a notification from us explaining which of these options we have selected.

### **Overpaid after we have cancelled your insurance**

We may cancel your insurance on account of a criminal offence, violation, deception, fraud, coercion or threat (or attempts at such), in which case premium and costs will not be refunded.

## **A.12. Compulsory deductible**

### **No deductible in your additional insurance package**

Reimbursements under an additional insurance package are not subject to a deductible. In some cases, healthcare will first partly be covered by your general insurance policy and the remainder by your additional insurance package. The reimbursement under your general insurance policy will then be subject to your deductible, while the reimbursement under your additional insurance package will not.

### **Payment to the healthcare provider or to you**

We pay the reimbursement to a contracted healthcare provider or a healthcare provider with a payment agreement when that party sends the invoice for your healthcare directly to us. If you still have part or all of your deductible or personal contribution outstanding, we will ask you to pay these costs to us, or otherwise settle them with you. We will reimburse you if you claim costs incurred at a non-contracted healthcare provider or a healthcare provider without a payment agreement with us. If you still have part or all of your deductible or personal contribution outstanding, we will deduct this amount from the reimbursement. It will then be your responsibility to pay the healthcare provider's invoice in full and on time. If you send us the invoice, we will pay the reimbursement to you.

### **No cover for deductible under additional insurance packages**

Costs incurred under your general insurance policy that have been offset against the voluntary deductible or compulsory deductible are not reimbursable under your additional insurance package.

## A.14. General obligations

### If you fail to comply with your general obligations

What we can do if you fail to comply with your general obligations and you harm our interests as a result:

- you will no longer be entitled to reimbursement for healthcare.
- we can possibly claim any previously paid reimbursements back from you.

### If someone else is liable for the healthcare you need

Someone else may be liable for the events, circumstances or accidents that led you to need healthcare. In such cases:

- you must notify us as soon as possible.
- you must help us when we start proceedings to recover the costs. If you do not help us, we may hold you liable for all losses and costs incurred.
- you transfer current and future receivables from third parties to us upon commencement of your insurance.
- you are not allowed to make any arrangements with the persons we may hold liable for healthcare (or healthcare costs). Nor are you allowed to enter into an agreement with parties such as another insurer. Only with our prior written consent may you make arrangements or enter into an agreement.

### Your general obligations

You have a number of general obligations: - you must be able to show valid proof of identity when you need healthcare at a hospital or an independent treatment centre (ZBC). - you must provide us, our medical adviser, consultant dentist, or contracted healthcare providers with the information that is necessary, or help us or these other parties obtain the necessary information. - you must ask your doctor or medical specialist in attendance to tell our medical adviser about the reason for admission, if requested. - you must inform us within 30 days if you are taken into custody, put in prison or given a prison sentence. - you must inform us within 30 days of leaving custody or prison. - you must let us know within 30 days who will be the new policyholder if the current policyholder has lost the entitlement to dispose of his/her assets independently. - you must let us know within 30 days of the policyholder's death who will be the new policyholder.

### See also:

- [\(Medical\) adviser](#) (definitions)
- [Policyholder](#) (definitions)

## A.15. Provision of information

### If you provide wrong information

You must provide us with correct information and help us get all the necessary information. If you fail to do that or someone else acting on your behalf fails to do that, or you misrepresent a situation, submit false or misleading documents, make false statements, or fail to cooperate with us, we can: - cancel your insurance policy or policies, which will leave you without cover for healthcare (costs); - claim back all reimbursements paid to you from the date when you misled us or refused to cooperate; - recover from you the costs of investigating the intentional deceit; - list you on our incident register; - register you in the warning systems used by insurers; - report the matter to the police; - deny you new insurance for a period of 5 years.

### Significant events

Occurrences we need to know about for the proper execution of your insurance must be reported to us within 30 days. If you notify us within the specified timescale, any changes to your insurance will apply from the date of the significant event. Otherwise, the change will take effect at a moment of our choosing. Significant events include: - moving house or a change of address as registered in the Persons Database ('Basisregistratie Personen', BRP); - a change of postal address or email address; - birth or adoption; - death; - divorce; - start and end of a period of custody or prison sentence; - start and end of participation in a group agreement; - change to the family composition.



### **Your current address**

You must submit your correct postal address and/or email address. We will assume that our correspondence reaches you when it is delivered to the most recent address you have submitted to us. Failure to provide us with your correct postal or email address may result in losses, for which we cannot be held liable.

## **A.16. Privacy and checks**

### **Privacy**

We process only data that we need to implement your insurance policy or policies. We do this as per the terms and conditions we have agreed on with you. We store this data in our records.

Our processing of personal data on you complies with:

- the Dutch legislation implementing the EU General Data Protection Regulation and
- the EU General Data Protection Regulation (Regulation EU 2016/679).

Please refer to the 'Privacy Statement' on our website for more information about privacy and your rights and obligations with respect to the (personal) data on you that we store and process. In the event of questions or requests for further information for the attention of the Data Protection Officer, send a letter to:

CZ Customer Services  
Postbus 90152  
5000 LD Tilburg,  
Netherlands

### **Information that we share**

We only share information when it is necessary for the adequate implementation of your insurance policy or policies. Information that we may share includes the package composition, premium, discount and personal data. We may do this to: - verify the group scheme in which you participate; - recover the costs we have paid out from third parties, such as from a travel insurance policy if you received insured healthcare outside the Netherlands.

### **Verification of details**

We are authorised to verify details and screen for fraud in the implementation of your insurance policy. We will always do so in accordance with: - the terms and conditions and (personal) data agreed on with you, - the Dutch Health Insurance Act ('Zorgverzekeringswet'); - the national Protocol on Substantive Checks ('Protocol materiële controle') and the national Protocol on Incident Warning Systems for Financial Institutions ('Protocol Incidentenwaarschuwingssystemen Financiële Instellingen'). You must cooperate with us fully in this respect.

## **A.17. Healthcare providers**

### **Definition of healthcare provider**

The Dutch Healthcare (Market Regulation) Act ('Wet marktordening gezondheidszorg', Wmg) defines a healthcare provider as: - a natural person, a legal entity, a facility for the provision of healthcare, or a healthcare group that provides healthcare as a professional or an organisation; - a natural person, a legal entity, a facility for the provision of healthcare, or a healthcare group that charges for healthcare. They do this on behalf of a (different) accredited healthcare provider who provides healthcare. - the natural person who provides insured healthcare not as a professional or an organisation. This concerns district nursing that you procure yourself using a Personal Care Budget ('Persoonsgebonden Budget', PGB). A healthcare provider provides healthcare or provides medicines or medical aids and possible associated services.

**Requirements for healthcare and healthcare providers**

The healthcare and the healthcare provider must meet various general terms and conditions: - for each type of healthcare, we designate the type of healthcare provider that can provide the healthcare. We will not reimburse healthcare provided by another type of healthcare provider, even if this healthcare provider is authorised to provide the healthcare in question. - The aforementioned healthcare provider supplies the care themselves and has an AGB code. Another type of healthcare provider may also provide the healthcare as long as it is done under the responsibility of the healthcare provider specified, except when we have stated otherwise for a type of healthcare. - the healthcare provider specified claims the healthcare under their own name. A facility, another healthcare provider, or another party may also claim the healthcare, provided that the name of the attending, responsible healthcare provider is stated on the invoice. - the healthcare provider must be authorised to provide the healthcare. This means that they must comply with the requirements and rules governing their profession, company, and the exercise thereof. - healthcare providers based in the Netherlands must comply with the requirements laid down in the Dutch Healthcare (Market Regulation) Act ('Wet marktordening gezondheidszorg', Wmg) and the Dutch Healthcare Quality, Complaints and Disputes Act ('Wet kwaliteit, klachten en geschillen zorg', Wkkgz). -- the Dutch Individual Healthcare Professions Act ('Wet op de beroepen in de individuele gezondheidszorg') also governs doctors, dentists, pharmacists, healthcare psychologists, psychotherapists, physiotherapists, obstetricians and nurses. They have to be registered in the national BIG registers or another register that we consider to be equivalent. -- we will only reimburse healthcare provided by other healthcare providers if they have gained a designated qualification under Section 34 of the Dutch Individual Healthcare Professions Act ('Wet op de beroepen in de individuele gezondheidszorg'). They must then lawfully use the title and/or designation conferred upon them by that qualification. - as a means to assure quality, we have imposed additional terms and conditions on healthcare providers with respect to certain types of healthcare. This will be specified for the healthcare providers in question. Some examples are: A podiatrist, for example, must be a member of the Dutch Association of Podiatrists ('Nederlandse Vereniging van Podotherapeuten', NVvP). A provider of alternative healthcare, for example, must be a registered member of one of the professional associations for alternative treatment methods. The list of professional associations is available on our website. - A healthcare provider in a foreign country complies with the requirements, laws and regulations set out for their profession in the country concerned. If such requirements, laws and regulations are lacking, the rules that apply will be those that are customarily imposed on healthcare providers in that country.

**See also:**

- [Abroad](#) (definitions)
- [AGB code](#) (definitions)

**Contracted healthcare providers**

We have entered into contracts with healthcare providers on the healthcare and/or resources they provide. These contracts contain agreements on the price, quality and efficacy of the healthcare. They also contain the terms and conditions governing the provision of healthcare and the way costs are claimed. On our website you can find a list of all contracted healthcare providers. The fact that we have contracted a healthcare provider does not mean we always cover all the healthcare they provide. This can mean that: - while a healthcare provider is authorised to provide certain healthcare, you are not insured for it. We have then deliberately not contracted this healthcare provider for part of their healthcare or resources. - you are dealing with a healthcare provider we have contracted up to a certain budget (revenue ceiling). Or we have volume agreements in place with this healthcare provider. This may mean that a healthcare provider will not accept you for treatment. If we have such agreements with a healthcare provider, this will be stated on our website.

**Going to another healthcare provider for healthcare under your additional insurance package**

Our Healthcare Team ('Zorgteam') can also contact the healthcare provider on your behalf for healthcare under your additional insurance package. If this concerns healthcare insured in kind, they can help you find another healthcare provider. If this concerns healthcare insured on a refund basis, they can see whether you can be accepted for treatment all the same. Our Healthcare Team ('Zorgteam') can also help you find another healthcare provider if you prefer.

### **Ongoing treatment**

If you are already being treated by a healthcare provider with a revenue ceiling or a volume agreement, you are free to complete the course of treatment.

#### **See also:**

[Treatment](#) (definitions)

### **Non-contracted healthcare providers under your additional insurance package**

If you choose to go to a non-contracted healthcare provider under your additional insurance package, there is a chance that we will not cover all the costs. For more information, please refer to clause A.20. Rates

### **Healthcare provider with a healthcare contract or payment agreement**

All contracted healthcare providers have a payment agreement with us. Other healthcare providers may also have a payment agreement with us. The reverse does not apply. Healthcare providers who have a payment agreement with us do not necessarily have a contract with us for the provision of particular healthcare or resources.

### **End of contract with healthcare provider during treatment**

In the following cases, your treatments are insured for a maximum of one year as if they were provided by a contracted healthcare provider:

- you are being treated by a contracted healthcare provider. During the treatment, the contract between your healthcare provider and us ends.
- you switch to us from a different insurer part-way through your ongoing treatment. Your healthcare provider was contracted to your former insurer, but does not (yet) have a contract with us.

### **Location where the healthcare is provided**

Your healthcare provider provides the healthcare at a location that is fit for purpose and medically appropriate. This can be a location about which we have made agreements with the healthcare provider or with you. Or a location designated by law or the Dutch Health and Youth Care Inspectorate ('Inspectie Gezondheidszorg en Jeugd') as a location where healthcare can be provided. In special situations or for special healthcare, we specify the location. If possible, the healthcare may also be provided online.

## **A.18. Approval**

### **When approval is required**

By 'approval' we mean a written statement from our 'Medische Beoordelingen' (Medical assessments) department. Certain healthcare is subject to our prior permission. That you have to seek approval will then be specifically stated with the healthcare. You must seek approval before starting the treatment. We will assess whether you meet the conditions for the healthcare you are seeking approval for. We will also assess whether the healthcare is appropriate and effective in your case. This may mean that we need additional information from you. If we approve the healthcare, the approval will state what we will cover and on what terms and conditions.

#### **See also:**

[Written](#) (definitions)

### **Approval for healthcare from a contracted healthcare provider**

If you use a contracted healthcare provider, the healthcare provider can assess on our behalf whether or not to approve the healthcare. This is because we have made arrangements to this effect with contracted healthcare providers. The contracted healthcare provider will do the following: - assess whether you meet the terms and conditions for reimbursement of the costs of the healthcare; - assess what healthcare you need; - issue an approval. If the healthcare provider is not sure, they will forward the request for approval for us to assess. You will then not have to provide us with any information yourself.

### **Approval for healthcare from a non-contracted healthcare provider**

If you go to a non-contracted healthcare provider, you must personally request approval from us. This will be required only if we have stipulated that the healthcare in question is subject to approval. You can ask the healthcare provider to help you with that.

We will need the following information from you:

- a formal request stating the reason why you need the healthcare;
- if possible, a statement of the treatment costs and a treatment plan.

If we need any further information, we will let you know what information is missing.

Please send the information to our 'Medische Beoordelingen' (Medical assessments) department.

What language to use for the request for approval

Requests and additional information must be in Dutch, English, German, French or Spanish. If your request is in another language, we will ask that you include a translation. You can also have us arrange a translation. We will then claim the fee charged by the translation agency back from you.

### **Approval for medical aids**

To purchase a medical aid, get one on loan, or have one replaced, adjusted or repaired, you can go directly to a contracted healthcare provider. A contracted healthcare provider will assess whether you meet the conditions for provision of a medical aid and which medical aid would be the most appropriate in your situation. If you meet the conditions for provision, the healthcare provider will claim the costs back from us directly. If you do not meet the conditions, you can choose:

- to pay for the medical aid yourself; or
- to request approval from us yourself. In the latter case, please make sure you state that the healthcare provider has rejected your request for the medical aid in question. Requests for approval must be submitted in writing to our 'Medische Beoordelingen' (Medical Assessments) department. To do so, please send us a healthcare request.

If we need additional information for the assessment of the healthcare request, we will request it from you. If you are using a contracted healthcare provider, he or she will generally submit the healthcare request to us on your behalf. If you opt to go to a non-contracted healthcare provider, you will have to submit the healthcare request to us yourself. For a number of medical aids, we have a standard application form available, which you can download from our website. You can also call our 'Medische Beoordelingen' (Medical Assessments) department to ask them to send you an application form.

When you send us the healthcare request, you must include a written, substantiated explanation by the prescriber, stating the medical grounds, possibly supplemented by a recommendation or report if we request one. The healthcare request also specifies:

- your customer number;
- your name, address and place of residence;
- your date of birth;
- the name of the healthcare provider supplying the medical aid;
- a description of the medical aid in question;
- the item number from the 'Z-Index' (the Dutch national database of medicines) or the 'GPH-code' (Generic Product Code for Medical Aids): you can obtain these details from the healthcare provider;
- an indication of how long you expect to need the medical aid;
- and, if you are obtaining the medical aid from a non-contracted healthcare provider, a quote or cost estimate for the medical aid in question.

### **Statements and promises**

The approval is valid only with our prior written permission. We will then send a letter to the postal or email address you have submitted. We cannot be held liable for losses arising due to not receiving our correspondence or receiving our correspondence too late. This could happen if you have given us the wrong address, for instance.

### **Period of validity**

Approval issued by us is valid: - in accordance with the generally applicable legislation, regulations and terms and conditions of insurance; - for a maximum of 365 days, unless we state otherwise. If we change the specific terms and conditions for your healthcare within this period, you can complete the treatment as per the approval. Approval issued by us is no longer valid if: - the relevant laws and/or regulations change; or - your insurance policy has changed or stops, unless the commencement date of a treatment with a Diagnosis-Treatment Combination ('Diagnose Behandel Combinatie', DBC) healthcare product code lies within the term of your insurance policy.

### **See also:**

[DBC healthcare product](#) (definitions)

## **A.19. Invoices**

### **Reimbursement in general**

Your reimbursement will never exceed the actual costs of the healthcare specified on the invoice.

### **Invoices in general**

If you are entitled to reimbursement, it will be paid into the bank account (IBAN) we have on record for you. Claims and reimbursements for invoices can be processed in various ways: - a contracted healthcare provider will generally claim the costs directly from us. We will then pay these directly to that healthcare provider. - a non-contracted healthcare provider issues or sends you an invoice. You can then submit this invoice to us to claim a reimbursement. We will subsequently pay you a reimbursement, provided you are entitled to it. - the following actions or arrangements are excluded: -- you may not transfer your claim or another right in respect of us to a non-contracted healthcare provider or any other third party; -- you may not provide a security interest, such as a pledge, to a non-contracted healthcare provider or any other parties with whom we do not have a contract; -- you may not give permission, an order, instruction or similar to claim on your behalf to a non-contracted healthcare provider or any other third party. Such parties are not allowed either to receive a payment for you, or to accept a payment that fulfils an obligation of yours to that third party, not even if you have given permission or an order to that effect.

### **Requirements for invoices**

Requirements that an invoice must meet

- the healthcare must actually have been provided;
- we must have received the invoice within 36 months of you receiving the healthcare. You will cease to be entitled to reimbursement if after 36 months we do not have the invoice.
- the invoice must be in one of the following languages: Dutch, English, German, French or Spanish. The same applies to your treatment reports. If the invoice is not in one of these languages, we will ask that you include a translation. Alternatively, you can have us arrange to have the invoice translated. If you choose this option, you will be required to compensate us for the fee charged by the translation agency;
- you must have submitted the invoice or a contracted healthcare provider must have done so on your behalf;
- we must be able to process the invoice without further enquiries, processing, or investigation. We go by the same requirements for invoices as those used by the Dutch tax authorities. The invoice must always at least state the following:
  - name and address of the healthcare provider;
  - your name and date of birth;
  - specifics of the healthcare provided;
  - the date on which, or the period over which, the healthcare was provided;

- the costs of the healthcare provided;
- the right Diagnosis-Treatment Combination ('Diagnose Behandel Combinatie', DBC) healthcare product code, if it concerned specialist medical care;
- the healthcare provider's BIG register number, if the healthcare provider is required to be registered in the BIG register;
- the AGB code (administrative code assigned to healthcare professionals in the Netherlands), if applicable;
- the requirements set by the Dutch tax authorities regarding VAT on invoices.

For reimbursement of healthcare, we need the date of treatment or supply. The invoice date or the order date for a medical aid or other resource is not relevant.

This is what we will not do:

- we will not reimburse costs on the basis of quotes, advance invoices, reminders or final demands;
- we will not return invoices or documents enclosed with the invoice, not even if only part or nothing at all of the invoice has been reimbursed. You can, however, request a certified copy from us, i.e. a copy of the invoice with an original certification stamp.

**See also:**

- [AGB code](#) (definitions)
- [DBC healthcare product](#) (definitions)

### **Claiming healthcare costs**

How to claim your healthcare costs - use our app on your smartphone to submit invoices electronically; - use the online 'Mijn' environment to submit invoices electronically; - send us the original hard copies of invoices in the post; in some cases we will accept copies, provided that you have arranged this with us first. This is an exception. Your contracted healthcare provider will send the invoices directly to us.

### **If we pay the healthcare provider directly**

If we have made arrangements with a healthcare provider for them to send invoices directly to us, we will also pay them directly. You must cooperate with us in this respect. This means that our obligation to reimburse you for these costs ceases to exist. We may also set off an invoice from a healthcare provider against an advance that the healthcare provider has already received.

### **Retention of original invoices**

When submitting invoices by email, online, in the app, or on the 'Mijn' environment, you have to retain the original hard copies for at least 2 years, as we may ask to see them during a check.

### **Reimbursement for invoices during the insured period**

We only pay reimbursements for invoices for healthcare during your insured period. If you have submitted a claim for treatment with a Diagnosis-Treatment Combination ('Diagnose Behandel Combinatie', DBC healthcare product) code, the start date of the DBC must fall within your insured period. If the start date is before the commencement date of your insurance with us, the entire DBC will be considered not to fall within your insured period. This includes if the treatment continues partly during your insurance term with us. You will then have to submit the invoice for the DBC to your former insurer.

**See also:**

- [DBC healthcare product](#) (definitions)

### **Priority of reimbursement**

When it comes to processing invoices, we adhere to a certain sequence. This is how we determine whether you will receive a reimbursement, and if so, how much. We first look at whether an invoice has to be covered under another kind of insurance, such as a national insurance scheme or social security, such as the Dutch Long-Term Care Act ('Wet langdurige zorg', Wlz), the Dutch Youth Act ('Jeugdwet'), or the Dutch Social Support Act ('Wet maatschappelijke ondersteuning', Wmo).

### **Sequence for the reimbursement of healthcare under the additional insurance package**

Finally, we will process the invoice in accordance with your additional insurance package(s). We do this in the following order: - first a group additional insurance package that you have taken out with us through your employer, for example; - then a personal additional insurance package, which provides reimbursement for various types of healthcare; - and then a specific additional insurance package, i.e. one that provides reimbursement for only one or a few different types of healthcare, for example, oral care only.

### **Insurance for only part of the year**

Certain reimbursements are subject to a maximum amount or a maximum number of treatments per year. If your insurance policy stops part-way through the year, your reimbursement will not be lower. We will not reduce the maximum amount or maximum number of treatments for that year.

### **Change to an additional insurance package**

For healthcare covered by your additional insurance package, you may receive a maximum or partial reimbursement per insured person over a certain period. This period may be a number of years, but also a one-off reimbursement for the whole period that you are insured with us. If you change your additional insurance package, take out an additional insurance package again at a later stage, or take out a different additional insurance package with us, - the amount you have already been reimbursed under your previous additional insurance package counts towards the maximum amount of your new additional insurance package; - the number of treatments that you used under your previous additional insurance with us counts towards the maximum number of treatments under your new additional insurance package; - and the period in which you are entitled to limited reimbursement continues, uninterrupted, in your new additional insurance package. This period starts at the moment you first incur costs; - if we provide reimbursement for healthcare once per insured person, reimbursements you received in previous years will also count towards the maximum under a subsequent additional insurance package, even if you were insured elsewhere in the meantime. Including when we change reimbursements or the number of treatments in your additional insurance package, any reimbursements you received previously will also count towards the maximum. Orthodontic care under your additional insurance package is an exception. For this type of healthcare, previous reimbursements do not count towards the maximum under a new or later additional insurance package.

### **See also:**

- [Additional insurance package](#) (definitions)
- [Year](#) (definitions)

### **Healthcare in current insurance policies also in your additional insurance package**

Your additional insurance package may provide cover for healthcare that has already been partly reimbursed under other insurance, such as the Dutch Long-Term Care Act ('Wet langdurige zorg', Wlz), the Dutch Social Support Act ('Wet maatschappelijke ondersteuning', Wmo), or your general insurance policy. How to claim these costs Submit your invoice along with the original hard copy of a written statement by the other insurer or implementing body confirming that the invoice has already been claimed and settled. We will then assess whether or not to provide reimbursement (for all or part of it) under your additional insurance package.

## **A.20. Rates**

**Here you can read everything about**  
our rates

### **Amount of the rates: You need healthcare covered on a refund basis**

For healthcare insured on a refund basis, we will reimburse 100% of the insured healthcare provided, but not more than:

- the statutory rate, or if there is no statutory rate;
- the statutory maximum rate, or if there is no statutory maximum rate;
- the market rate applicable in the Netherlands.

We never reimburse more than the claimed rate or the maximum stated for the insured healthcare.

**Tip:**

If you go to a contracted healthcare provider, we will reimburse 100% of the agreed rate. With contracted healthcare providers, we have generally agreed rates that are lower than the rate charged by a non-contracted healthcare provider. So in most cases, you will pay less deductible when you go to a contracted healthcare provider.

**See also:**

- [Claimed rate](#) (definitions)
- [Market rate applicable in the Netherlands](#) (definitions)
- [Rate](#) (definitions)
- [Statutory fixed rate](#) (definitions)
- [Statutory maximum rate](#) (definitions)

**Amount of the rates: You need healthcare covered under an 'in-kind' policy**

Choice of healthcare provider for healthcare covered under an 'in-kind' policy:

- a. You use a contracted healthcare provider; or
- b. You want to go to a contracted healthcare provider, but are not able to:
  - the healthcare is urgently needed; or
  - because a contracted healthcare provider is not available; or
  - because the contracted healthcare provider will not be able to provide timely healthcare. Timely healthcare is subject to a medically appropriate waiting period. This waiting period is also generally accepted by society.

We will reimburse 100% of the insured healthcare provided by this healthcare provider, but not more than:

- the statutory rate, or if there is no statutory rate:
- in situation a.: the agreed rate or
- in situation b.: the average agreed rate (but never more than the statutory maximum rate or the market rate applicable in the Netherlands).

We never reimburse more than the claimed rate or the maximum stated for the insured healthcare.

- c. You can go to a contracted healthcare provider, but you opt to go to a non-contracted healthcare provider.

We will reimburse the lower percentage\* (as shown below) of:

- the statutory rate, or if there is no statutory rate;
- the average agreed rate (but never more than the statutory maximum rate or the market rate applicable in the Netherlands); or
- the claimed rate if that is lower.

We never reimburse more than the maximum stated for the insured healthcare.

**See also:**

- [Agreed rate](#) (definitions)
- [Claimed rate](#) (definitions)
- [Market rate applicable in the Netherlands](#) (definitions)
- [Statutory fixed rate](#) (definitions)
- [Statutory maximum rate](#) (definitions)

**VAT**

A healthcare provider may be under an obligation to levy VAT on the amount they charge for the healthcare, or to levy a similar tax outside the Netherlands. If the healthcare provider charges you VAT, you will be reimbursed for that as well.

## A.21. General exclusions

**Here you can read everything about**  
our general exclusions



## General exclusions

There are some costs of healthcare that we do not reimburse:

- if you fail to comply with an agreement with a healthcare provider;
- the costs of urgent treatment outside the Netherlands that a travel insurance provider or insurer claims from us;
- this travel insurance provider or insurer has not signed the covenant on overlap of insurance policies ('Convenant Samenloop');
- if you were not insured with us, these costs would be covered by your travel or other insurance policy. Your travel insurance provider or insurer has, therefore, excluded the costs if you have an insurance policy with us;
- this may also concern costs other than those paid or advanced by that travel insurance provider or insurer.

Explanation:

This travel insurance provider or insurer has not signed the covenant on overlap of insurance policies ('Convenant Samenloop'). This covenant regulates the division of costs reimbursed to the insured persons. This is irrespective of whether the travel or other insurance took effect before or after your insurance with us. Our insurance serves as a 'top-up', i.e. we only reimburse costs that exceed the cover provided by this separate travel or other insurance policy;

- healthcare that would also be covered under another insurance policy or scheme and you have not informed us of the name of that insurer;
- costs of money transfers, administration, billing or shipping costs;
- more than one treatment of the same type of healthcare in one day. This will be reimbursed only if specifically included in the cover provided by your insurance policy;
- a treatment that is not deemed to constitute responsible and adequate healthcare or services. We assess this based on the latest medical practical and theoretical standards. Or if the healthcare is not recognised as per the medical standards that apply in the Netherlands;
- a treatment that, in our view, is still at a scientific or experimental stage;
- a treatment that, in our view, does not address the illness or conditions, or that does not prevent an illness or condition;
- healthcare with a treatment date outside your insured period, i.e. before your insurance started or after your insurance ended. In case of a Diagnosis-Treatment Combination ('Diagnose Behandel Combinatie', DBC), only the start date has to fall within your insured period;
- healthcare provided over the telephone, online, or remotely that, in our view, is not logical and not appropriate. This means that we do not expect the healthcare to produce the desired result. For example: a dentist cannot fix a cavity over the telephone. Mental healthcare, on the other hand, can be provided over the telephone;
- self-administered healthcare;
- healthcare costs exceeding the maximum amount or maximum number, regardless of whether you used the full coverage for that healthcare in the previous year;
- healthcare that you receive from a healthcare provider who is your partner or a first or second-degree family member and/or relative;
- treatments that are necessary as a result of nuclear reactions. However, healthcare required because of nuclear material outside a nuclear plant will be reimbursed, but only on the following conditions:
  - there is a permit from the Dutch government for the installation of the nuclides;
  - the location of this material does not contravene the Dutch Nuclear Incidents (Third Party Liability) Act ('Wet aansprakelijkheid kernongevallen');
  - a third party is not liable for the losses, under Dutch law or that of a foreign country;
- healthcare you receive while in custody or prison, regardless of whether that is in the Netherlands or another country. In that case, you will receive healthcare arranged by the facility. In the Netherlands, this is the responsibility of the Dutch Ministry of Justice ('Ministerie van Justitie');
- a new medical aid because your old medical aid no longer works properly;
- because you deliberately did not follow the instructions or explanation of use;
- as a result of your improper use of the medical aid;

- (statutory) personal contributions payable in accordance with the Dutch Youth Act ('Jeugdwet'), the Dutch Long-Term Care Act ('Wet langdurige zorg', Wlz) and the Dutch Social Support Act ('Wet maatschappelijke ondersteuning', Wmo) or the Dutch Health Insurance Act ('Zorgverzekeringswet', Zvw); A personal contribution may be reimbursed under an additional insurance package;
- costs exceeding the maximum rate for which you are insured.

**See also:**

- [Abroad](#) (definitions)
- [DBC healthcare product](#) (definitions)
- [Rate](#) (definitions)
- [Treatment](#) (definitions)
- [Year](#) (definitions)

**No reimbursement under your additional insurance package**

We will not reimburse healthcare or the costs thereof under your additional insurance package if it could be covered by one of these other schemes or insurance arrangements:

- a Dutch or foreign national insurance scheme, social security act or other statutory scheme. Examples include the Dutch Health Insurance Act ('Zorgverzekeringswet'), the Dutch Youth Act ('Jeugdwet'), the Dutch Long-Term Care Act ('Wet langdurige zorg', Wlz) and the Dutch Social Support Act ('Wet maatschappelijke ondersteuning', Wmo);
- a Dutch or foreign government scheme or a subsidy scheme, such as a national immunisation programme;
- an EU regulation, EU treaty, EEA treaty or a bilateral social security treaty that the Netherlands has signed;
- another agreement. This is irrespective of whether this agreement took effect before or after your additional insurance package with us.

We never reimburse the costs of more than 1 of the same type of treatment on 1 day. A 'type of treatment' refers to the healthcare described in a clause, i.e. one clause or part of a clause deals with one type of healthcare.

**No reimbursement in case of acts of war and/or terrorism**

We will not reimburse the following costs:

- damage or losses in connection with acts of war. These are costs resulting from armed conflict, civil war, insurrection, domestic civil commotion, riots and mutiny taking place in the Netherlands. This is specified in Article 3:38 of the Dutch Financial Supervision Act ('Wet op het financieel toezicht'). We go by the definitions drawn up by the Dutch Association of Insurers ('Verbond van Verzekeraars');
- terrorism risk. These are costs resulting from terrorism, malicious contamination, preventive measures or preparatory actions and behaviour, both in the Netherlands and abroad. We will reimburse these costs only insofar as we are able to pay them from the amount we receive under reinsurance from the Dutch Terrorism Claims Reinsurance Company ('Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.', NHT) in Amsterdam.

Reinsurance provided by the NHT covers the costs of terrorism risk up to a maximum of 1 billion euros per year. This amount is subject to change on an annual basis. The amount is for all NHT-affiliated insurers combined. After a terrorist act as specified in Article 33 of the Dutch Health Insurance Act ('Zorgverzekeringswet'), an additional contribution may be made available. You will then be insured for additional reimbursement. The level of this reimbursement is set based on the aforementioned Article 33.

If you do not live in the Netherlands, you are not covered by this reinsurance scheme and will, therefore, not receive a reimbursement. For more about terrorism, please visit the NHT website.

A national terrorism clause sheet ('Clausuleblad Terrorisme' published by the NHT) has been published. You can find out more about this at [nht.vereende.nl/en/](http://nht.vereende.nl/en/).

## **No reimbursement in case of intentional acts and negligence**

Guilt, recklessness or intent

If you fall ill, develop a condition, or become injured due to negligence, recklessness, or intentional acts on your part, we will not reimburse the healthcare needed to treat that illness, condition, or injury.

Examples include the following:

- driving a vehicle, piloting a vessel, or flying an aircraft without meeting statutory requirements. For these purposes, 'aircraft' also extends to an aeroplane, helicopter, parachute, hot air balloon, and hang-glider;
- taking part in races or speed trials in a vehicle, vessel, or aircraft;
- engaging in professional sports;
- taking part in a brawl, assault or other violent act;
- taking part in armed activities as part of foreign armed forces, navy, or air force, except if you exclusively provide humanitarian aid or care or exclusively perform medical activities as an aid worker working on behalf of a recognised humanitarian aid organisation. In the latter cases, we will cover the healthcare you need;
- failing to cooperate in your healing process or undermining the healing process;
- travelling to or staying in a country for which the Dutch government had issued negative travel advice before your departure. Negative travel advice is:
  - the advice to only travel if absolutely necessary (code orange);
  - the advice not to travel at all (code red).The negative travel advice was issued on account of:
  - current or imminent war, riots or other circumstances where a threatening situation may arise;
  - a risk of infectious pathogens, such as viruses, bacteria, fungi or other forms or combinations of these.The treatment or healthcare you receive must have a causal relationship with the negative travel advice, except if you exclusively provide humanitarian aid or care or exclusively perform medical activities as an aid worker working on behalf of a recognised humanitarian aid organisation. In the latter cases, we will cover the healthcare you need.

What we do reimburse

We do reimburse healthcare needed as a result of:

- lawful self-defence;
- saving yourself, others or animals;
- saving your or others' property. The rescue, act, or behaviour listed as an exclusion must then be justified in all reasonableness or be part of a statutory duty of care.

Criminal offences, violations and fraud

If you fall ill, develop a condition, or become injured as a result of a criminal offence, violation, or fraud that you committed, we will not reimburse the healthcare needed to treat that illness, condition, or injury. This also applies if you are only an accessory to an attempted criminal offence, violation, or fraud. If someone else with an interest in the reimbursement or the insurance contract, such as a healthcare provider, commits a criminal offence, violation, or fraud, we will not reimburse the costs of the resulting healthcare either.

In case of fraud, we may do the following:

- report this to the police;
- terminate your insurance;
- make a record in the warning systems used by insurers;
- recover from you a reimbursement and investigation and other costs we incur.

## **A.23. Complaints**

### **Complaints about standard forms**

If you think our forms are overly complicated or unnecessary, or your healthcare provider or another health insurer thinks that, you or the person with the complaint can take the complaint to Dutch Healthcare Authority ('Nederlandse Zorgautoriteit', NZa): Postbus 3017, 3502 GA Utrecht, Netherlands. The NZa will issue a binding decision on the complaint.

## **Complaint**

If you have a complaint about your insurance, you can file it in writing or by telephone. We will let you know our decision on the complaint. Our contact details are available on our website.

If you do not agree with our decision and/or your complaint has not been resolved satisfactorily, you have various options as to what to do next:

- you can go to the competent court; or
- you can refer your complaint to the 'Geschillencommissie Zorgverzekeringen' (Health Insurance Disputes Committee) of the 'Stichting Klachten en Geschillen Zorgverzekeringen' (SKGZ, the Health insurance Complaints and Disputes Committee). You must do so in writing to Postbus 291, 3700 AG Zeist ([www.skgz.nl](http://www.skgz.nl)). The Dutch Health Insurance Ombudsman ('Ombudsman Zorgverzekeringen') works for SKGZ. The ombudsman will try to resolve the complaint through a process of mediation. If this proves unsuccessful, the SKGZ can issue a final and binding recommendation.

Once you have chosen one of the above possibilities, you cannot go back later and choose another one.

## **A.24. Dutch law**

### **Dutch law**

Your insurance is subject to Dutch law.

## **A.25. Situations not covered**

### **Situations not covered**

Our Executive Board and/or management will decide how to proceed in situations that are not covered in these terms and conditions of insurance.