



**ANKER**  
CREW INSURANCE

**Terms and Conditions  
Anker Crew Insurance**

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**Anker Insurance Company n.v.**

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## Introduction

The purpose of this insurance is to provide employers in the maritime service industry and/or shipowners with insurance against the (financial) consequences of occurrences affecting seafarers during the exercise of their duties.

These insurable occurrences are provided for here within insurance modules which can be taken out independently of each other (with the exception of the 'Medical expenses homeland' module. This module can only be taken out in combination with the 'Medical expenses and repatriation' module).

The following modules can be taken out:

- **Medical expenses and repatriation** module
- **Medical expenses homeland** module (*this module can only be taken out in combination with the abovementioned 'Medical expenses and repatriation' module*)
- **Temporary disability** module. This insurance module offers the policyholder the option to take out insurance against the temporary disability of the insured person due to an illness or an accident, or due to an illness and an accident\*
- **Permanent disability** module. This insurance module offers the policyholder the option to take out insurance against permanent disability of the insured persons due to an illness or an accident, or due to an illness and an accident\*
- **Contractual payment obligation in the event of permanent disability or permanent incapacity for work** of the insured persons whereby the policyholder has the option to take out insurance against permanent disability or permanent incapacity for work due to an illness or due to an accident, or due to an illness and an accident\*
- **Contractual payment obligation due to the Death in service** module.  
\* the policy schedule expressly sets out the applicable insurance cover.

The terms and conditions of these modules will only apply if the policy schedule expressly provides that the module in question has been included under the insurance policy.

The policyholder is exclusively entitled to an insurance payment and this payment will be exclusively made to the policyholder.

## General terms and conditions

### Applicability and clause precedence

These General terms and conditions are applicable to the entire insurance contract. With respect to the execution of this insurance, the clauses take precedence over the stipulations in the Modules and the stipulations in the Modules take precedence over the General terms and conditions.

### Article 1 Definitions

In these terms and conditions the following words shall have the following meanings:

- 1.1 Emergency Centre**  
The body contracted by Anker to provide assistance as specified in Article 27 herein. The contact details of this emergency centre are incorporated in the Claims Procedure.
- 1.2 A.M.A. guide**  
Guides to the Evaluation of Permanent Impairment. This is a publication of the American Medical Association (A.M.A.) providing precise criteria in general use for establishing disability. Anker will apply the latest edition of this A.M.A. guide, which is applicable at the time of notification of the claim.
- 1.3 Physician**  
A medical practitioner legally authorized at the treatment location to practise medicine and who is generally recognised as such by the official, legally competent authorities.
- 1.4 Permanent incapacity for work**  
Permanent incapacity for work will only be found if there are disorders which can be objectively established on medical grounds in relation to an illness and/or an accident which fully or partially incapacitates the insured person from carrying out the work agreed between him or her and the policyholder and where there is no prospect of recovery. In this respect the occupational activities which may generally and reasonably be expected from him or her are taken as a basis. The opportunities for sheltered employment and circumstances and a shift in duties within the insured person's profession and/or company will also be given due consideration, to the extent that this may be required in all reasonableness from the policyholder and the insured person in view of the circumstances and the situation.
- 1.5 Permanent disability**  
Permanent total or partial loss or loss of the function of any part of the body or organ (or a part thereof).
- 1.6 Relatives by blood or affinity**  
These refer to:
- Consanguinity in the first degree**
- a. parents and adoptive parents
  - b. children and adopted children.
- Consanguinity in the second degree**
- a. grandparents
  - b. grandchildren

- c. brothers and sisters.

**Affinity in the first degree**

- a. parents-in-law and adoptive parents-in-law
- b. children and adopted children of the life partner
- c. the life partner of children and of adopted children.

**Affinity in the second degree**

- a. the grandparents of the life partner
- b. the grandchildren of the life partner
- c. the brothers and sisters of the life partner.

**1.7 Claims Procedure**

A document containing instructions for reporting an occurrence and obligations in the event of an occurrence. This document forms a part of this contract of insurance and is issued along with the policy and the policy terms and conditions.

**1.8 Clause**

A stipulation used for addition to or restriction of these policy terms and conditions.

**1.9 Collective Bargaining Agreement**

A compilation of agreements between the employers or their representatives and the representatives of the employees. The collective bargaining agreement constitutes an addition to the individual employment contract concluded between employer and employee.

**1.10 Contractual payment obligation in the event of permanent disability or permanent incapacity for work**

The obligation to pay which the policyholder in his capacity as employer and/or shipowner has with respect to the insured person in the event of permanent disability or permanent incapacity for work, pursuant to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule.

**1.11 Contractual payment obligation in the event of death in service**

The obligation to pay which the policyholder in his capacity as employer and/or shipowner has with respect to the insured person in the event of death in service, pursuant to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule.

**1.12 Contractual payment obligation in the event of temporary incapacity for work (absence due to illness)**

The obligation to pay which the policyholder in his capacity as employer and/or shipowner has with respect to the insured person in the event of temporary incapacity for work (absence due to illness), pursuant to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule.

**1.13 Deductible**

The amount of insured loss to be borne by the policyholder which will not be compensated by Anker.

**1.14 Deductible period**

A period specified in the policy schedule, the waiting period, during which the policyholder is not entitled to receive any insurance benefit under this insurance policy. The deductible period commences on the day on which the insured person receives medical treatment from a physician and this physician issues a statement of incapacity for work. If the physician issues a certificate attesting to the fact that the insured person was unfit for work on board ship as of an earlier date, the deductible period will commence on the date specified by the physician. If periods of incapacity for work by the same cause occur consecutively at intervals of less than four weeks, Anker will count the deductible period only once.

**1.15 Occurrence**

An incident or a series of incidents that for the policyholder could give rise to a claim for insurance benefit and/or provision of services by Anker, and which were not specifically foreseen by Anker or the policyholder at the time of the commencement of this insurance policy and the cover thereof as to whether, how or when they would occur or the amount of claim for insurance benefit and/or provision of services they would lead to or could have led to in the normal course of events.

**1.16 Medical treatment**

Treatment given in accordance with generally recognized medical standards by a physician who or institution which is locally recognized as being legally authorized to practise medicine and generally recognized as such by the official, legally competent authorities.

**1.17 Medical expenses**

The necessary medical expenses incurred by:

- a. physicians' fees and the treatment, examination and medicine and dressings prescribed by them
- b. paramedics' fees and the treatment, examination and medicine and dressings prescribed by them
- c. admission to and nursing in a hospital or rehabilitation centre
- d. patient transport by ambulance, airplane, boat, taxi or other suitable means of conveyance, both to and from the nearest hospital or the place where treatment will take place

- e. first prosthesis and forearm or underarm crutches.

**1.18 Medicine**

A chemical substance or a compound of chemical substances with an intended pharmacological, immunological or metabolic effect on the human body and which has exclusively been prescribed in a prescription issued by a physician. This medicine may only be prepared and/or supplied by an official, legally authorized body.

**1.19 Individual employment contract**

An agreement concluded in writing between the employer and the employee setting out the terms of employment both parties bound themselves to.

**1.20 Annual salary**

The yearly salary contractually agreed by the policyholder with the insured person.

**1.21 Calendar year**

The period from 1 January up to and including 31 December of any year.

**1.22 Children**

The unmarried children and adopted children of the insured person living at home, including foster children and stepchildren, and the children studying and living away from home, up to the age of 18. If another age is specified in the collective bargaining agreement or agreements and/or another agreement or other agreements explicitly referred to in the policy schedule, Anker will apply that age.

**1.23 Life partner**

The spouse of the insured person or the person with whom he or she lives permanently.

**1.24 Medical advisor**

A physician working at the instruction of Anker and proving Anker with independent and expert advice on the temporary and permanent incapacity for work or permanent disability of the insured person.

**1.25 Accident**

A sudden, unexpected and unintended violent external impact to the body of the insured person which is the direct and exclusive cause of an injury which is objectively established on medical grounds.

The term 'accident' also refers to:

- a. acute poisoning caused by the sudden and unintended inhalation and/or swallowing of gases, fumes, liquid or solid substances, except for poisoning resulting from the use of medicine, alcoholic, narcotics or stimulants, and other than swallowing allergens
- b. infection by germs (pathogenic organisms) or an allergic reaction if this infection or reaction is directly and exclusively caused by unintentionally falling into water or any other substance, or is caused by entering this water or substance in an attempt to save people, animals or property
- c. the unintended and sudden inhalation and/or swallowing of substances or objects into the digestive tract or the respiratory tracts, or their introduction to the eyes or the ears leading to internal injury, except for the entry of germs or allergens
- d. asphyxiation, drowning, freezing, sunburn, sunstroke and heat stroke
- e. exhaustion, starvation and dehydration caused by unforeseen circumstances
- f. wound infection or blood poisoning caused by the entry of germs as a direct and exclusive consequence of an injury caused by an insured accident
- g. complication or worsening of the accident injury directly and exclusively caused by first aid or by the medical treatment made necessary as a result of the accident
- h. muscle strain, blistering, wrenching, dislocation, straining and spraining, if these injuries have been caused suddenly and on condition that the nature and location thereof can be objectively established on medical grounds.

**1.26 Hospitalization**

Admission for longer than 24 hours into a hospital or rehabilitation centre, if and for as long as nursing care, examination and/or treatment has to be offered on medical grounds.

**1.27 Paramedics**

Persons practising a profession related to medicine and who are legally authorized to do so at the place of treatment and who are generally recognized as such by the official, legally competent authorities. For the purpose of these terms and conditions, paramedics are also defined as: physiotherapists, manual therapists and speech therapists.

**1.28 Occupational rehabilitation**

The process, including underlying activities and measurements, aimed at the occupational rehabilitation of the insured person unfit for work.

**1.29 Repatriation**

The transport of the insured person when injured or suffering from a disease or of his or her mortal remains to his or her homeland.

**1.30 Rehabilitation centre**

A centre for treatment during or after an illness and/or accident which is authorized at the place of treatment and which is generally recognized as such by the official, legally competent authorities. The treatment must aim to

prevent, reduce or overcome a disability caused by disorders or impairments in mobility, or a disability caused by a central nervous disorder leading to loss of the power of speech function, cognition or behavioural restrictions.

**1.31 Dental expenses**

The necessary medical expenses incurred to cover the fees of physicians and dentists for dental examinations and treatment to the natural teeth and the prescribed medicine, dental aids and the X-rays needed for this treatment.

**1.32 Homeland**

The country where the insured person has his or her domicile or the country where he or she is registered as a resident.

**1.33 Temporary disability**

A temporary disability is exclusively found if there are disorders that can be objectively established on medical grounds in relation to an illness and/or an accident, which incapacitates the insured person from carrying out the work agreed between him or her and the policyholder and where there remains the prospect of recovery to resume these agreed activities on board. The foregoing concerns the occupational activities which generally and reasonably may be expected from the insured person. The opportunities for sheltered employment and circumstances and an alteration in the duties expected within the insured person's profession and/or company will also be given due consideration, to the extent that this may be expected in all reasonableness from the policyholder and the insured person in view of the circumstances and the situation.

**1.34 Insurer**

Anker Insurance Company n.v., having its registered office at Paterswoldseweg 812 at 9728 BM Groningen, in these policy conditions referred to as 'Anker'. Anker is registered with the Netherlands Authority for the Financial Markets (AFM: *Autoriteit Financiële Markten*) under number 12000661 and is authorized by *De Nederlandsche Bank* (DNB, the central bank of the Netherlands). For further information about Anker, please visit [www.afm.nl](http://www.afm.nl) and [www.dnb.nl](http://www.dnb.nl).

**1.35 Insured person**

- a. The seafarer employed by the policyholder who for a specific period performs work in return for payment of wages or salary on the basis of an employment contract.
- b. If the policyholder is the shipowner and hires in seafarers with whom he has not entered into an employment contract, for example via an agency, these seafarers will also be insured, on condition that they are registered in accordance with Articles 3 and 7 herein and the policyholder pays the insurance premium for these seafarers.

**1.36 Policyholder**

The employer and/or the shipowner who has entered into a contract of insurance with Anker.

**1.37 Occupational and work-related illness and accident**

- a. An illness and/or accident directly related to the performance by the insured person of the work agreed between him or her and the policyholder
- b. where a collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule include a definition of occupational or work-related illness and/or accident, Anker will apply this definition
- c. the stipulations in b. hereinabove do not apply to the 'Permanent disability' module.

**1.38 Seafarer**

A person employed or engaged on a contract basis or who carries out work in any capacity on board ship.

**1.39 Hospital**

An institution for the nursing, examination and treatment of patients and/or injured persons, which is generally recognized as such by the official, legally competent authorities.

**1.40 Patient transport**

Transportation required for medical reasons of an ill or injured person other than by public transport.

**1.41 Illness**

Every process in the organism due to harmful external or internal influences other than an accident, which causes changes in the quantitative or qualitative effect of cells or tissues, as a result of which the functional balance of body and/or is disturbed and a response to restore this (or to find a new) equilibrium is required.

**Article 2 Insurance basis**

The insurance is based on:

- a. the completed and signed application form as well as any statements, data and documents provided for this purpose separately by or on behalf of the policyholder
- b. the policy schedule, including any accompanying clause sheets
- c. the terms and conditions herein
- d. the Claims Procedure.

**Article 3 Registration of insured persons**

**3.1**

- a. The policyholder is obliged to provide a list of the seafarers to be insured and the information requested by Anker on the commencement date of the insurance policy and at the beginning of each calendar year and/or at each agreed period



- b. If the policyholder as shipowner hires in seafarers with whom he has not entered into a contract of employment, for example via an agency, but for whom he does wish to take out an insurance policy, the policyholder needs to register these seafarers and provide information about their wages and/or salary.
- 3.2 At the start of each calendar year and/or each agreed period, the policyholder is obliged to provide a summary of the current file for each insured person over the preceding year and/or each agreed period, as well as the information requested by Anker for each insured person.
- 3.3 Registered seafarers to be covered by the insurance policy, up to and including the age of 69, who are in good health and in possession of a valid medical certificate attesting their fitness to be employed on a seagoing ship or a certificate deemed by Anker to be of comparable effect, are considered by Anker as insured persons without any further underwriting. The certificate of fitness must have been issued for a minimum period in which the insured person is on board the ship and has been registered in the muster roll or crew list.
- 3.4 If the seafarer to be covered by the insurance policy is aged 70 or above when signing on, the policyholder must inform Anker thereof before signing on this seafarer. Anker may extend insurance cover for the seafarer against an adjusted insurance premium and/or under modified insurance conditions, or exclude the seafarer in question completely from any insurance cover.
- 3.5 Anker is entitled to verify by means of an audit carried out at the policyholder whether the policyholder complies with the notification requirement and the obligation to provide information. The policyholder is obliged to render his full cooperation to this audit and to allow inspection of all the information and data necessary for that purpose.
- 3.6 If the policyholder fails to meet the notification requirement and the obligation to provide information described under this Article, the seafarer in question will not be considered as an insured person. The policyholder will not be able to rely on this insurance policy for the seafarer in question and cannot derive any rights from it. If Anker discovers when carrying out its audit that the policyholder has failed to comply with the notification requirement and the obligation to provide information, the policyholder will be obliged to refund any insurance payments already made by Anker for any non-registered seafarer within thirty days.

#### **Article 4 Obligation to disclose**

- 4.1 Prior to and during the term of this contract of insurance, the policyholder is obliged to answer any questions raised by Anker fully and truthfully, including the questions asked in the application/registration form.
- 4.2 If the policyholder fails to meet the obligation to disclose referred to in article 4.1 herein and the notification requirement and obligation to provide information referred to in article 3 herein, this can result in an insurance payment being refused, limited and/or partially being reclaimed. Anker also retains the right to alter the premium required, or to alter the premium with retroactive effect.
- 4.3 If the policyholder has acted with the deliberate intention to deceive Anker, or if Anker would not have granted the insurance cover when it would have been aware of the true state of affairs, Anker can terminate the insurance.

#### **Article 5 Commencement, duration and termination of the insurance**

- 5.1 The insurance commences on the date stated in the policy schedule.
- 5.2 The insurance is taken out for the current calendar year and the following calendar year and, unless notice is given, will thereafter be tacitly renewed from year to year.
- 5.3 Both the policyholder and Anker can terminate the contract of insurance with effect from the contract expiry date, with due regard to a notice period of two calendar months. After the first renewal, the policyholder may terminate the contract of insurance at any time, provided that a notice period of one month is observed.
- 5.4 The insurance ends by written notice of termination by Anker:
  - a. if the policyholder fails to pay the premium payable on time or refuses to pay this premium; however, only if Anker has in vain demanded payment of the premium from the policyholder following expiry of the premium due date.
  - b. if the policyholder has failed to meet the disclosure obligation when taking out the insurance policy or when registering the insured person for insurance cover and the policyholder has in this respect acted with the deliberate intention to deceive Anker, or if Anker would not have effected the insurance had it been aware of the true state of affairs.
  - c. if, with respect to the periodic reports or the notification of a loss-causing occurrence, the policyholder deliberately misrepresents the facts and/or gives a false or incorrect report and has in this respect acted with the deliberate intention to deceive Anker.
  - d. if Anker uses its right to terminate the insurance in the case of a change in risk as provided in Article 15.3 herein, or in the case of a change to the contractual payment obligation as set out in Articles 41.2 and 55.2 herein.

The contract of insurance terminates on the date specified in the letter of notice.
- 5.5 The insurance policy ends by written notice of termination by the policyholder:
  - a. if the policyholder does not agree to the written notification of Anker concerning a change to the premium and/or conditions at the expense of the policyholder, as set out in Articles 7.7, 15.3, 41.2 and 55.2 herein
  - b. if Anker evokes its rights to adjust the policy because of non-compliance by the policyholder with the disclosure obligation when taking out the insurance or when registering the insured person for insurance cover.
  - c. if the policyholder does not agree to an increase of premium of more than 25% pursuant to Article 7.6.b herein.
  - d. if the policyholder does no longer have an insured interest, for instance, when the policyholder does no longer employ any seafarers and/or when the insured ships have been sold. The policyholder is obliged to cancel the insurance policy within one month after the insured interest has ended and to provide Anker with evidence thereof at Anker's request. The insurance shall end on the day that the insured interest has ceased to exist.

The insurance terminates on the date specified in the articles in question.
- 5.6 The contract of insurance ends automatically on the date:
  - a. of termination, dissolution, winding-up, discontinuation or transfer of the policyholder's company
  - b. on which the policyholder is declared bankrupt or is granted a moratorium on payments or debt rescheduling.

#### **Article 6 Commencement, duration and termination of the insurance cover**

Within the term of validity of the insurance the following applies with respect to the cover of an insured person:



- 6.1 The insurance cover of an insured person commences on the date on which he or she is deemed to board the ship and he or she has been registered in the muster roll or crew list.
- 6.2 The insurance cover of an insured person ends on the date on which:
- a. the insured person is relieved of his or her duties on board or ceases his or her duties at the next port of call
  - b. the insurance ends.
- 6.3 The period of travel from the home address of an insured person directly to the ship or from the ship directly to the home address is included within the policy up to a maximum of 48 hours. When the travel time has taken longer, but the policyholder can prove that the journey has been made directly, according to the fastest standard route and without any unnecessary intermediate stops, the whole journey will be included under the policy.
- 6.4 The insurance covers occurrences during the term of the insurance and the duration of the cover and which are also reported to Anker in writing during the term of the insurance. From the foregoing it follows that any claims or circumstances reported to Anker after the termination of the insurance are not covered by the insurance policy.

**Article 7 Determination, calculation and change of the premium, periodical specification and setoff**

**7.1 Premium calculation**

- a. The premium specified in the policy schedule constitutes an advance premium. At the commencement of insurance Anker calculates the advance premium based on the data provided by the policyholder prior to the commencement date.
- b. At the beginning of each agreed period Anker will calculate the advance premium for that agreed period on the basis of the data over the previous calendar year and/or the agreed period. If no new advance premium is determined on the date of renewal of the policy, the policyholder must pay the advance premium as determined previously. Anker will set off this advance premium against the new advance premium as soon as a new premium has been determined.
- c. The policyholder owes a premium for each additional insured person from the date of signing on until the date of signing off. Setoff of the premium due will only take place at the periodical setoff.

**7.2 Periodical specification**

Without delay, but at the latest within two months of the expiry of the policy year and/or the agreed period, the policyholder is obliged to provide a specification of:

- a. a current record of all insured persons over the previous policy year and/or the agreed period, as well as the information requested by Anker for each insured person over the previous policy year and/or the agreed period
- b. a record of all insured persons as at 1 January of the new calendar year and/or on commencement of the agreed period, as well as the information requested by Anker for each insured person at the beginning of the new calendar year and/or the agreed period.

At Anker's request, the policyholder is obliged to provide Anker with further specification by submitting the (collective) wage and salary bill and/or the return made to the Tax Authorities and to have the aforementioned statement verified by an accountant or chartered accountant. The costs thereof will be borne by the policyholder.

**7.3 Sanctions in case of failure to provide a periodical specification (in time)**

If Anker does not receive the record or records described in Article 7.2 herein within the stipulated two-month period, Anker is entitled to increase the premium by 25% as of the new policy year and/or the agreed period.

**7.4 Sanctions for providing an incorrect periodical specification**

- a. The policyholder cannot derive any rights from this insurance if he provides an incomplete or incorrect periodical specification and if Anker is prejudiced as a result thereof. Anker will be entitled to reclaim the insurance payments already made to the policyholder.
- b. If, when a notification of claim is submitted, Anker establishes that it concerns a seafarer who has not been registered in accordance with Articles 3 and 7 herein and who was employed at the beginning of the previous calendar year and/or the agreed period, the seafarer in question will not be considered to be an insured person. The policyholder cannot derive any rights from this insurance for the seafarer in question. If, when carrying out its audit, Anker discovers that the policyholder has failed to comply with the notification requirement and the obligation to provide information, the policyholder will be obliged to repay the insurance payments already made by Anker for the non-registered seafarer within thirty days.

**7.5 Adjustment setoff**

- a. On the basis of the actual information provided for the previous calendar year and/or the agreed period, Anker will determine the final premium over the previous calendar year and/or the agreed period and will set off the premium against the advance premium over that calendar year and/or the agreed period.
- b. Anker will recalculate the advance premium and set this premium off against the advance premium paid on the basis of the information as at 1 January of the new calendar year and/or on commencement of the agreed period and on the basis of the claim amounts specified in Article 7.6.a herein.

**7.6 Change in premium basis**

- a. Anker is entitled to alter the premium basis according to the actual realised loss figures over the previous three calendar years. This new premium basis will be backdated to 1 January of the new calendar year.
- b. If the alteration constitutes an increase in the premium of more than 25%, the policyholder will have the right to terminate the insurance. The policyholder will be notified of this alteration in writing and will be deemed to have agreed thereto unless he cancels the insurance in writing within thirty days of receiving written notification of the alteration in question from Anker. In that case the insurance will end on the first day of the month following the month that Anker receives written cancellation from the policyholder. The increase in premium will be limited to 25% until the termination date.

**7.7 En-bloc change to the premium and/or policy conditions**

- a. Anker is entitled to alter the premium basis and/or the policy conditions en bloc on an interim basis and to alter the insurance accordingly. Anker will notify the policyholder of the change in writing. The policyholder will be deemed to have agreed thereto unless he terminates the insurance in writing within thirty days of receiving the written notification of Anker concerning the change. The insurance ends on the date on which the change comes into effect.
- b. This right to terminate the insurance by the policyholder does not apply if:
  - the change to the premium and/or the policy conditions arise from statutory regulation and/or regulatory act

- the change constitutes a reduction in the premium and/or an extension of the cover for the policyholder.

**Article 8 Payment of the premium**

- 8.1** The premium is payable by the policyholder on the premium due date. If the policyholder fails to pay the amount due in time, the insurance cover will be suspended. Anker will suspend cover 14 days after it demands payment in writing from the policyholder after the due date and full payment has not been received. The suspension has retroactive effect to the first day of the period over which the premium was payable.
- 8.2** The policyholder remains obliged to pay the premium, the charges and any tax applicable to the premium. The cover will resume on the date following the date on which payment is received by Anker.
- 8.3** All judicial and extrajudicial costs incurred by Anker for collection of overdue premium and the statutory interest relating thereto shall be borne by the policyholder.
- 8.4** Except for termination of the insurance by Anker for intent to deceive, the premium paid will be refunded on a pro rata basis for interim termination of the insurance.

**Article 9 General obligations, obligations in the event of an occurrence and verification**

**9.1 Obligation to limit the loss**

The policyholder and the insured persons are obliged to do or refrain from doing everything necessary to prevent the risk that a loss-causing occurrence arises and to limit the consequences of a loss-causing occurrence as much as possible. In this context the policyholder and the insured persons are in any event obliged to observe the applicable legislation and regulations.

**9.2 Notice of claim obligation**

The policyholder is obliged to notify Anker in writing of an occurrence which could lead to a payment obligation and/or provision of services on the part of Anker within 48 hours.

**9.3 Loss information obligation**

- a. The policyholder and the insured person are obliged to provide Anker and/or the medical and other experts to be appointed by it as soon as possible with all information, powers of attorney and documents Anker requires to be able to assess its obligation to make an insurance payment or to render services.
- b. The policyholder and the insured person are obliged to provide Anker with a truthfully completed and signed claim form as soon as possible.
- c. With regard to the insured person, the policyholder is obliged to provide Anker with a copy of the medical certificate attesting fitness for duties at sea or another certificate of comparable effect in Anker's opinion, a copy of the muster roll or the crew list, respectively, the collective bargaining agreement or agreements and/or another agreement or other agreements specified in the policy schedule, and the relevant individual employment contract.
- d. The policyholder is obliged to provide Anker with all required documents and information in either Dutch or English.
- e. The policyholder and the insured person are obliged to inform Anker whether there are any other insurance policies and/or provisions or social security benefits which also provide the policyholder and/or the insured person with a benefit or payment by reason of the insured occurrence.
- f. The policyholder is obliged to inform Anker whether the insured person for whom the policyholder applies for or receives an insurance payment has been placed in pre-trial detention or has been or will be detained in a forensic hospital under a state hospital order.
- g. The policyholder is obliged to inform Anker if the damage/loss for which the policyholder requests an insurance payment was caused by the fault or actions of another person.
- h. The policyholder is obliged to inform Anker if the employment of the insured person for whom the policyholder applies for or receives an insurance payment ends.

**9.4 Obligation to cooperate**

- a. In the context of the execution of this insurance contract, the policyholder and the insured person are obliged to render whatever cooperation Anker requires and to refrain from anything that could prejudice Anker's interests.
- b. The policyholder and the insured person are obliged to ensure that the sick or injured insured person consults a physician for medical treatment as soon as possible, does everything possible to further his or her recovery and refrains from anything that could delay or prevent his or her recovery.
- c. At Anker's request and expenses the insured is obliged to undergo a medical examination or medical treatment by a physician appointed by Anker, or have himself admitted into a hospital or other (medical) institution for guidance, examination or treatment.
- d. The policyholder and the insured person are obliged to render their full cooperation in Anker's investigation into the cause and/or the facts of the loss and/or the damage claimed for.
- e. If the insured person is relieved of duty as a direct and exclusive result of an illness which reveals itself and/or an accident which occurs during the period referred to in Articles 5 and 6 herein, the insured person is obliged to seek treatment from a physician to be appointed by Anker within three days.

**9.5 Verification**

Anker is entitled to appoint medical and/or other experts to assess and/or verify the reported illnesses or accidents and the treatments thereof. Anker is entitled to have the insured person called to the Netherlands at Anker's expense to have these illnesses and accidents assessed and/or verified. The policyholder and the insured person are obliged to render their full cooperation therein.

**Article 10 Sanctions in case of failure to meet the obligations**

- 10.1** The policyholder cannot derive any rights from this insurance if he and/or the insured person fail to meet one or more of his or her obligations with respect to Anker and as a result thereof harms Anker's interests. The policyholder and the insured person are in any event obliged to fulfil the obligations incorporated in these policy conditions and in the Claims Procedure.
- 10.2** If Anker is not harmed in a reasonable interest as a result of the aforementioned policyholder's and/or insured person's failure to meet obligations, Anker may nevertheless deduct any loss and/or damage sustained, or the costs incurred as a result thereof, from the insurance payment.

- 10.3** If the policyholder or the insured person fails to meet his or her obligations with respect to Anker, intending thereby to deceive it, all rights to insurance benefits and/or provision of services will lapse, unless the deception does not justify the loss of rights.

**Article 11 Payment of the insurance benefit**

- 11.1** Once a right to insurance benefit is established and the extent and the duration of this benefit is determined, Anker will proceed to pay the insurance benefit to the policyholder. The payment of advance payments is at the exclusive discretion of Anker. Any advance payments made by Anker will be deducted from the final settlement.
- 11.2** Anker will make the insurance payment in the currency specified in the policy schedule.
- 11.3** If costs are reimbursed in a foreign currency, Anker will use the exchange rate applicable on the date of invoice.
- 11.4** The policyholder is exclusively entitled to receive insurance payments. Anker will only make insurance payments to the policyholder.

**Article 12 Territorial scope of the insurance**

The insurance provides cover worldwide, unless stated otherwise in the policy schedule.

**Article 13 Concurrence**

- 13.1** The policyholder will not be entitled to any insurance benefit for which, if this insurance had not existed, he and/or the insured person could claim compensation under any other agreement or contract of insurance, statutory benefit or similar provisions.
- 13.2** In the existence of a concurrent cover as mentioned in Article 13.1, Anker will only pay the balance exceeding the payment pursuant to other agreements, contracts of insurance or benefits.
- 13.3** The policyholder and/or the insured person are in such cases obliged to provide all relevant information on these other agreements, contracts of insurance or benefits.

**Article 14 Recovery from third parties**

- 14.1** In the event that a liable third party is involved in the occurrence resulting in an obligation for Anker to make an insurance payment or to provide services, the policyholder and/or the insured person are obliged to inform Anker thereof as soon as possible. The policyholder and/or the insured person must also mention whether he or she intends to recover the loss and/or damage sustained from this liable third party.
- 14.2** The policyholder and/or the insured person are obliged to inform Anker about the outcome of the recourse, or to provide all relevant information and to render full cooperation to Anker to make recovery from a liable third party possible. This may include the assignment of the claim to Anker.
- 14.3** The policyholder and/or the insured person are not entitled to agree to a settlement with the liable third party or to waive his or her right of recourse without the prior written permission of Anker.
- 14.4** If the loss and/or damage is recoverable from a liable third party, any insurance payment made by Anker will be deemed to have been made by way of an advance payment. In case of full or partial recovery of the loss and/or damage from a liable third party, the policyholder is obliged to repay Anker the whole advance payment or relevant part thereof.

**Article 15 Change of address and/or risk**

- 15.1** Notifications from Anker to the policyholder and/or the insured person will be sent to the most recent address known to Anker. The policyholder and/or the insured person are obliged to provide written notice of a change of address to Anker as soon as possible.
- 15.2** The policyholder is obliged to inform Anker in writing of a change in risk as soon as possible, but within thirty days at the latest. A change in risk refers in any case to:
- a. changes in the nature of the company or its business operations
  - b. changes in the vessel's trading area
  - c. the company's involvement in a merger, restructure, takeover, splitting, strike action or other change
  - d. changes in circumstances which may affect the risk insured
  - e. changes in the flag state of the ship/the ships.
- 15.3** Anker is entitled to terminate the insurance and/or to adjust the premium and/or the applicable conditions according to the changed risk. In case of adjustment of the premium and/or conditions, the insurance will be modified as of the date on which the change in risk took place. Anker will notify the policyholder in writing of this modification. The policyholder will be deemed to have agreed to this change, unless he cancels the insurance in writing within thirty days of receipt of the written notification from Anker regarding the change. In that case the insurance is deemed to have ended on the date on which the change in risk occurred.
- 15.4** If the policyholder fails to inform Anker in time or at all about a change in risk and reports a loss-causing occurrence, Anker will assess whether the change implied an increased risk. If the risk is found not to have increased, the right to insurance benefit will be maintained. However, if the risk is found to have increased to the extent that the insurance would only have been continued on other conditions and/or at a higher premium, the insurance benefit will be determined with due observance to these other conditions and/or the premium paid in proportion to the premium payable on account of this increased risk. If the change in risk is found to be such that Anker would not have continued the contract of insurance had it had knowledge of the true state of affairs, the right to insurance benefit will be nonexistent.

**Article 16 Prescription**

A legal claim of the policyholder against Anker for an insurance benefit and/or the provision of services shall become barred after the lapse of three years after the date following the date on which the policyholder became or could have been aware of the exigibility thereof. This prescription can be interrupted by the policyholder by means of written notification of the policyholder's claim to insurance benefit. A new prescription period starts on the date following the date on which Anker either recognizes the claim or explicitly notifies in writing that it rejects this claim. In the event that the claim is rejected, this legal claim shall become barred by the lapse of three years.

**Article 17 General exclusions**

- The policyholder cannot rely on this insurance and cannot derive any rights from it:
- 17.1** If the occurrence claimed for was caused, created, aggravated or furthered by:
- a. kidnapping, detention and arrest
  - b. hijacking and piracy, unless these incidents took place outside the Listed Areas designated by the Joint War Committee of the IUA or the LMA. Hijacking and piracy remain excluded within the specified Listed Areas
  - c. mines, torpedoes, bombs, missiles, grenades, explosives and other military weapons
  - d. intent, recklessness regardless of intent, or a wrongful act regardless of intent by the policyholder and/or the insured person
  - e. hazardous undertakings by which life or the body is recklessly endangered, unless these undertakings are reasonably necessary in the discharge of contracted duties or in the course of attempts to rescue oneself, other persons, animals or property
  - f. the insured person committing or participating in a criminal offence or attempt
  - g. the insured person's participation in wrongdoing, quarrels or fights, other than in lawful self-defence or in the course of attempts to rescue oneself, other persons, animals or property
  - h. the insured person's participation in or training for speed racing events using motor boats and/or motor vehicles
  - i. the insured person's participation in dangerous sports and/or recreational activities which involve a greater than normal risk such as gliding, hang gliding, parachuting, parasailing, mountaineering, glacier skiing, hunting and rodeo events
  - j. deliberate self-injury or suicide or attempted suicide
  - k. the costs of delay and/or other costs related to entering or remaining in a port of refuge caused by the illness, accident or death of an insured person.
- 17.2** If the occurrence was caused, created, aggravated or furthered by the fact that the insured person was under the influence of:
- a. alcohol. This will at all times be the case when the blood-alcohol content at the time of the occurrence proved to be 0.8 grams per litre or higher, or when the breath-alcohol content was 350 µg/l or higher
  - b. any intoxicating or stimulating substance or a medicine not prescribed by a physician
  - c. the insured person's refusal to cooperate in a blood, breath or urine test will be considered equivalent to being under the influence.
- 17.3** If the occurrence was either directly or indirectly caused, created, aggravated or furthered by armed conflict, civil war, rebellion, internal civil upheaval, riots or mutiny, as defined by the Federation of Insurers in the Netherlands dated 2 November 1982 at the Registry of the District Court in The Hague.
- 17.4** If the occurrence has been caused, created, aggravated or furthered by terrorism, malevolent contamination and/or precautionary measures, and any act or conduct in preparation thereof, hereinafter to be both jointly and separately referred to as the "terrorism risk". When according to the Clauses sheet *Nederlandse Herverzekeringsverzekeraar voor Terrorisme Schaden N.V.* ('Dutch Terrorism Risk Reinsurance Company'), Anker is covered for the damage and/or loss, Article 18 applies.
- 17.5** If the occurrence was caused by, taken place at or resulted from a nuclear reaction, irrespective of the cause thereof. This exclusion does not apply with respect to damage caused by radioactive nuclides, which, in accordance with their intended use, are held outside a nuclear plant and are used or destined for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that a valid permit is held (to the extent required), issued by any authority for the manufacture, use, storage and disposal of radioactive substances. The term 'nuclear plant' is taken to mean a nuclear facility within the meaning of the Nuclear Incidents (Third Party Liability) Act (Dutch Bulletin of Acts and Decrees 1979-225) as well as a nuclear facility on board ship.
- 17.6** If the policyholder and/or the insured person deliberately conceal or have concealed information or have deliberately supplied or caused to be supplied incorrect information.
- 17.7** If the insured person does not hold a valid medical certificate attesting to the fact that he or she is fit to be employed on a seagoing ship or other certificate of comparable effect.
- 17.8** If the insured person holds a valid medical certificate attesting that he or she is fit to be employed on a seagoing ship or holds another certificate of comparable effect, and the occurrence was caused, created, aggravated or furthered by an illness, ailment, disorder or disability of the insured person of which he or she was already suffering or known of or which gave rise to complaints, prior to or on commencement of the insurance cover. This exclusion only applies:
- a. in case of an incorrect or false representation, or concealment of circumstances known to the insured person during the medical examination for the certificate referred to in this Article, of such a nature that the insured person would not have received a valid medical certificate attesting that he or she was medically fit to be employed on a seagoing ship or other certificate of comparable effect had the medical examiner had knowledge of the true circumstances, or
  - b. if Anker can prove that based on an aforementioned illness, ailment, disorder or disability, according to objective criteria, the insured person would not have received a valid medical certificate attesting that he or she was medically fit to be employed on a seagoing ship or another certificate of comparable effect.
- 17.9** If no valid International Safety Management Certificate has been issued for the ship that the insured person boarded.
- 17.10** If the shipping company owning the ship the insured person boarded does not hold a valid Document of Compliance required by law.
- 17.11** If the ship the insured person boarded does not meet its legally required classification or is not in possession of a valid classification certificate.
- 17.12** If no valid Maritime Labour Certificate and Declaration of Maritime Labour Compliance have been issued for the ship the insured person boarded, provided these are a legal requirement.
- 17.13** During a period in which the insured person is detained. This will apply if it refers to custody during pre-trial custody, imprisonment and detention under a state hospital order.
- 17.14** If and to the extent that the insured person's right to compensation and/or provision of services does not arise from the collective bargaining agreement or agreements and/or another agreement specified in the policy schedule. This means that the policyholder cannot in any case rely on this insurance and cannot derive any rights from it if the right

to compensation and/or provision of services arises from an individual employment contract which is not specified in the policy schedule and/or from national or international laws and regulations or other provisions. This provision does not apply for the 'Medical expenses, repatriation and extraordinary costs' module, the 'Medical expenses homeland' module and the 'Permanent disability' module.

**17.15** In case the policyholder has an obligation at the Philippines to provide assurance with respect to a contractual payment obligation by means of transferring an amount of money into an escrow account for this purpose.

**Article 18 Terrorism risk cover**

**18.1** The policyholder cannot rely on this insurance and derive rights therefrom for damage and/or loss caused by terrorism and malevolent contamination, as described in the Clauses sheet terrorism of the *Nederlandse Herverzekeringsverzekeraar voor Terrorisme Schaden N.V.* ('Dutch Terrorism Risk Reinsurance Company').

**18.2** When Anker is covered for the damage and/or loss according to the Clauses sheet terrorism of the *Nederlandse Herverzekeringsverzekeraar voor Terrorisme Schaden N.V.* ('Dutch Terrorism Risk Reinsurance Company') the following applies: As regards losses resulting from terrorism, malicious contamination and/or preventive measures, and acts or actions involved in the preparation thereof, hereinafter both jointly and separately referred to as the 'terrorism risk', the insurance cover will be limited to the insurance benefit as specified in the Clauses Sheet for Terrorism of the *Nederlandse Herverzekeringsverzekeraar voor Terrorisme Schaden N.V.* ('Dutch Terrorism Risk Reinsurance Company'). The notification of a claim under the terrorism risk will be settled in accordance with the Protocol pertaining to the settlement of claims of the *Nederlandse Herverzekeringsmaatschappij voor Terrorisme Schaden N.V.* The Clauses Sheet for terrorism cover and the relevant protocol for the settlement of claims of the *Nederlandse Herverzekeringsmaatschappij voor Terrorisme Schaden N.V.* were filed at the Registry of the District Court in Amsterdam on 6 January 2005 under no. 6/2005 and at the Amsterdam Chamber of Commerce on 23 November 2007 under file no. 27178761, respectively (this text can be read or downloaded from the website: [www.terrorismeverzeker.nl](http://www.terrorismeverzeker.nl)).

**Article 19 Liability indemnification**

Anker will not be liable to the policyholder and/or the insured person for any loss and/or damage which he suffers as a result of any act or omission of a person or institution other than Anker to whom or to which the policyholder or the insured person has applied for examination and/or treatment, not even if this examination or treatment constitutes part of this insurance and/or if Anker appointed this person or designated this institution to carry out the examination and/or treatment.

**Article 20 Maximum insurance payment per occurrence per ship (cumulative)**

**20.1** In addition to all the (maximum) sums insured and (maximum) compensations specified in the policy schedule and in the policy conditions, a maximum insurance payment applies per occurrence per ship.

**20.2** If several insured persons on board the same ship are involved in an occurrence, the insurance payment pursuant to this insurance amounts to a maximum sum of USD 10,000,000 per ship for all the insured modules combined.

**20.3** For the calculation of the maximum insurance payment per occurrence per ship, occurrences are considered as a single occurrence if they:

- arise from the same cause or circumstance, or
- are related, or
- result from one another, and

occurred within a period of 24 consecutive hours and within a 10-mile nautical radius. All occurrences outside the aforementioned 24-hour period or outside the aforementioned 10 nautical miles area are excluded.

**Article 21 Choice of law, claims and disputes**

**21.1** This insurance is governed by Dutch law. Without prejudice to the reliance on the civil court, the policyholder can submit complains or disputes related to this insurance to the management board of:

Anker Insurance Company n.v.  
P.O. Box 8002  
9702 KA Groningen  
The Netherlands  
Telephone: +31 (0)50 - 520 97 91  
Email: [klacht@anker.nl](mailto:klacht@anker.nl)

**21.2** Disputes will be submitted to a competent Court in Rotterdam.

**Article 22 Processing of personal data**

Anker processes the data provided by or on behalf of the policyholder on application for or change to an insurance policy and may use this information to enter into and execute contracts of insurance and customer relationship management, to prevent or combat fraud and to comply with statutory obligations. The personal data of insured persons provided to Anker on application for or change to this insurance policy will be processed exclusively for the calculation of the premium payable and the determination of the right to the provision of services and/or insurance payments and the amount thereof, pursuant to this insurance contract.

The Code of Conduct for the Processing of Personal Data by Financial Institutions (*gedragscode 'Verwerking Persoonsgegevens Financiële Instellingen'*) applies to the processing of personal data by Anker. The text of the code of conduct can be obtained from:

*Verbond van Verzekeraars* (Dutch Association of Insurers)  
P.O. Box 93450  
2509 AL The Hague  
The Netherlands  
Telephone: +31 (0)70 - 333 85 00



Internet: [www.verzekeraars.nl](http://www.verzekeraars.nl)

The rights of the policyholder and the insured persons are stated in Anker's privacy statement. This statement is on the website [www.ankercrew.com/privacy](http://www.ankercrew.com/privacy).

**Article 23 Fraud and attempted fraud**

Insurance fraud occurs frequently and causes significant harm to the insurance sector. Because of fraud, far more loss and/or damage is compensated than is entitled under contracts of insurance, which compels insurers to charge higher premiums than would be necessary if no fraud was committed. It is therefore in everybody's interest to limit fraud and the consequences thereof as far as possible.

- 23.1** When Anker suspects that a policyholder and/or an insured person committed fraud, Anker will carry out an investigation into the circumstances or have such an investigation carried out. If the policyholder and/or the insured person fail to cooperate with this investigation, Anker may refuse to honour any insurance benefits and provision of services claimed, reclaim insurance payments already made and/or terminate the insurance.
- 23.2** Anker will inform the policyholder and/or the insured person in writing about the results of any such investigation.
- 23.3** If the investigation finds that the policyholder and/or the insured person committed fraud, the entitlement to insurance benefit or provision of services will cease. The costs and investigation costs incurred by Anker shall be borne by the policyholder.
- 23.4** Where Anker establishes only during or after the handling of a claim that fraud was committed, Anker will reclaim all the costs incurred from the policyholder.
- 23.5** Anker will report fraud to the police and will have the policyholder's and/or the insured person's details registered at the *Stichting C/S* (Central Information System Foundation). Anker will notify the policyholder and/or the insured person thereof in writing.

**Medical expenses and repatriation module**

The terms and conditions of this module will only apply if the policy schedule expressly provides that this module is included within the insurance policy.

**Article 24 Purpose of the module**

The purpose of this module is to offer the policyholder insurance cover for medical expenses and assistance outside the homeland of the insured person and compensation in case of a number of specified occurrences.

This module provides insurance cover for:

- medical expenses and repatriation
- the costs of repatriation after death
- the rendering of assistance
- the cost of a travel ticket
- loss of personal effect.

**Article 25 Extent of cover for medical expenses**

**25.1 Medical and dental care expenses**

Anker will reimburse the necessary medical and dental costs incurred by the insured person outside his or her homeland if these are the direct and exclusive result of an illness manifesting itself and/or an accident occurring during the period referred to in Articles 5 and 6 herein.

Medical expenses will only be reimbursed insofar as the treatment cannot be postponed until the insured person has arrived in his or her homeland and if the purpose of receiving treatment is not to receive a better or cheaper treatment than available in his or her homeland.

**25.2 Additional costs**

The costs incurred to facilitate the medical treatment, such as necessary cost of overnight stays in a hotel, telephone expenses, agent fees and similar.

**25.3 Emergency (helicopter) transport**

Anker will reimburse the costs of emergency (helicopter) transport. Emergency (helicopter) transport costs will solely be reimbursed if it proves necessary for medical reasons that the insured person is disembarked during the ship's voyage to undergo medical treatment. This will apply if it is absolutely impossible to provide medical treatment on board and/or to postpone this treatment until the ship's arrival at the nearest port. To be entitled to reimbursement for such transport the policyholder must provide a certificate issued by a coastal station showing that a physician on shore considered this transport to be absolutely necessary.

**25.4 Repatriation**

- a. Anker will reimburse the costs of medically necessary transport of the patient by ambulance, airplane, boat or taxi to the place of the follow-up treatment in the homeland of the insured person if this is the direct and exclusive result of an illness manifesting itself and/or an accident occurring during the period specified in Articles 5 and 6 herein. The foregoing includes the costs of any supporting medical care which may be prescribed by a physician or a nurse during the transport.
- b. The repatriation costs are only reimbursed if:
  - the policyholder provides Anker with a medical certificate of the attending physician attesting to the fact that repatriation is medically necessary, and
  - prior consultations are held with Anker if the costs are expected to exceed USD 2,500.

**25.5 Vaccination**

Anker will reimburse the costs of vaccinations if due to unforeseeable circumstances the insured person has to be vaccinated for preventative reasons at an intermediate port during the period specified in Articles 5 and 6 herein. The need for intermediate vaccination must be assessed by a physician on medical grounds. Anker will not

reimburse any costs of normal vaccinations and revaccinations foreseeable prior to the commencement of the insurance cover.

**25.6 Limitation of the insurance payments**

Anker only reimburses costs:

- a. incurred outside the homeland of the insured person. The right to insurance payment ends on the date the insured person has or could have returned to his or her homeland.
- b. of admittance into and care in a hospital or rehabilitation centre with a maximum of the costs of hospitalization and care in the lowest class.

**Article 26 Extent of the cover for repatriation costs in the event of death**

In the event of the insured person's death outside his or her homeland during the period specified in Articles 5 and 6 herein, Anker will reimburse:

- 26.1** The costs of transport of the mortal remains of the insured person to his or her place of residence in the homeland, as well as the costs of and in connection to the disinterment of such mortal remains necessary for that purpose.
- 26.2** The funeral or cremation costs to a maximum of USD 1,000. Where a higher amount is stated in the collective bargaining agreement or agreements and/or another agreement or other agreements specified in the policy schedule, Anker will reimburse this higher amount.
- 26.3** The costs of transport of the personal belongings of the deceased person from the ship to the home address of the deceased person and to a maximum of USD 500.
- 26.4** If the mortal remains of the insured person are buried or cremated at the place of death or the next port of call, Anker will reimburse these funeral or cremation costs and the related travel and accommodation expenses incurred by relatives by blood and affinity in the first or second degree and the life partner of the insured person for a three-day period. The payment thereof will never exceed the expenses which would have been reimbursed on the basis of the transport of the mortal remains of the insured person to his or her place of residence in the homeland and to a maximum of USD 12,500.

**Article 27 Extent of the cover for rendering assistance**

- 27.1** The policyholder is entitled to assistance from the Emergency Centre in the form of organisation and intermediation in respect of the following occurrences happening during the period referred to in Articles 5 and 6 herein:
  - a. illness and/or accident of the insured person
  - b. death of the insured person.
- 27.2** Anker will reimburse the cost of:
  - a. arranging the transport of the sick or injured insured person to a hospital or his or her permanent home address in the homeland, and, if required and prescribed, under the medical supervision of a physician or a nurse
  - b. the sending of medication, prosthesis and aids required and prescribed by a physician and for which there are no locally available alternatives
  - c. arranging the transport of the mortal remains of the insured person to his or her place of residence in the homeland.
- 27.3** If Anker has granted a reimbursement for the costs incurred and/or services rendered by Anker or the Emergency Centre, which are not covered by this insurance, Anker is entitled to reclaim and/or set off the costs already paid against the insurance payments to be made. The policyholder is obliged to pay the claim within thirty days.
- 27.4** Anker will reimburse the costs which, confirmed as necessary by the local competent authorities, incurred for locating, saving and/or recovering a missing person up to a maximum of USD 4,500 per occurrence.

**Article 28 Extent of the cover for the costs of a travel ticket**

Per occurrence Anker will make a one-off payment for the cost of a travel ticket, lowest class, in the following cases:

- 28.1 In case of the unexpected recall of the insured person to his or her homeland if:**  
In connection with a serious accident or illness, insofar as a relation of the insured person by blood or affinity in the first or second degree, or the life partner of the insured person is or may be in immediate peril of death in the period specified in Articles 5 and 6 herein.  
The cost of a travel ticket will only be reimbursed if:
  - a. on the basis of the state of health of the relation by blood or affinity concerned, or the life partner, the recall could not have been foreseen at the time of signing up of the insured person
  - b. Anker has given its prior consent thereto
  - c. the policyholder provides a medical certificate attesting to the serious nature of the condition of the relation by blood or affinity concerned, or the life partner
  - d. the policyholder submits to Anker a judicial death certificate or another judicial declaration of death comparable thereto, according to Anker, of the relation by blood or affinity or the life partner of the insured person.
- 28.2 In the event of sending a relief person or replacement if:**
  - a. the insured person is repatriated owing to a serious illness or accident
  - b. the insured person dies
  - c. the insured person is relieved of duty in connection with the unexpected recall to his or her homeland, as defined in Article 28.1 herein.

The cost incurred for a travel ticket will only be reimbursed if:

  - the occurrence referred to in Article 28.2 herein has taken place during the period specified in Articles 5 and 6
  - the relief person is signed to perform the same function or rank as the insured person to be repatriated, and
  - Anker has given its prior consent thereto.
- 28.3 In the event that the insured person is admitted into a hospital outside his or her homeland in case of an immediate danger to life:**  
If the insured person is admitted into a hospital outside his or her homeland as a direct and exclusive result of an illness which manifests itself and/or an accident which occurs during the period specified in Articles 5 and 6 herein, and a relative by blood or affinity in the first or second degree of the insured person and/or the life partner of the insured person pays him or her a visit at the hospital. Anker will also reimburse the accommodation expenses incurred by this visitor up to a maximum of seven days. These expenses will only be reimbursed if the insured



person is affected by a severe accident or illness to the extent that this accident or illness constitutes or may constitute an immediate danger to life.

**28.4 In the event that the insured person is admitted into a hospital outside his or her homeland, without peril of death:**

If the insured person is admitted into a hospital outside his or her homeland as a direct and exclusive result of an illness which manifests itself and/or an accident which occurs during the period specified in Articles 5 and 6 herein, and a relative by blood in the first degree of the insured person and/or the life partner pays him or her a visit at the hospital. Anker will also reimburse the accommodation expenses incurred by this visitor up to a maximum of seven days, subject to the following provisions:

- a. The costs incurred by the life partner of the insured person will only be reimbursed if, according to Anker, the insured person needs to be admitted into a hospital outside his or her homeland for at least seven days and Anker has given its prior consent thereto.
- b. The costs incurred by the relation by blood of the insured person will only be reimbursed if, according to Anker, the insured person needs to be admitted into a hospital outside his or her homeland for at least thirty days and Anker has given its prior consent thereto.

**Article 29 Extent of the cover for loss of personal effects**

Anker will compensate the insured person if his or her personal effects and deposited goods are lost due to a shipping disaster. The insured person must provide a specification of the goods lost. In case of loss of personal effects the insurance payment will be made on the basis of their actual purchase price, which will be depreciated for wear and tear. The compensation will not exceed a maximum of USD 3,000 per insured person.

**Article 30 Additional obligations in the event of an occurrence**

The policyholder is obliged to:

- 30.1** Inform Anker in writing about the admittance of the insured person to a hospital or rehabilitation centre as soon as possible, but no later than 48 hours after admittance
- 30.2** Provide Anker with a certificate of the attending physician attesting to the fact that the patient's admittance, treatment, transport, emergency transport (by helicopter) and/or repatriation is necessary on medical grounds
- 30.3** Request the prior consent of Anker in case of repatriation of the insured person by reason of illness, an accident or death
- 30.4** Provide Anker with an original account of the expenses which qualify for compensation. This account must be sufficiently specific so that Anker can determine what compensation it must pay without making any further enquiries
- 30.5** Provide Anker with this original account within one year of the date thereof. No compensation will be paid if the policyholder is unable to provide the original account within the specified term.

**Article 31 Specific exclusions**

The policyholder cannot invoke this insurance or derive any rights from it:

- 31.1** For cosmetic surgery and the consequences thereof when the reason for this surgery arises from a personal need or personal circumstances.
- 31.2** For dental treatment caused by deferred dental maintenance.

## Medical expenses homeland module

The terms and conditions of this module will only apply if the policy schedule expressly provides that this module is included under the insurance policy.

**Article 32 Purpose of the module**

The purpose of this module is to offer the policyholder an insurance policy providing cover for medical expenses incurred in the homeland of the insured person.

**Article 33 Extent of the cover for medical and dental expenses**

If proven medically necessary, Anker will reimburse the expenses incurred by the insured person in his or her homeland for medical and dental care required as the immediate and exclusive result of an illness which has manifested itself and/or an accident which has occurred during the period referred to in Articles 5 and 6 herein.

**Article 34 Maximum compensation**

Anker will only cover:

- 34.1** The expenses:
  - a. incurred within 365 days, counting from the date of the accident or the first day of the medical or dental treatment in the event of an illness. Where the collective bargaining agreement or agreements and/or another agreement or other agreements referred to in the policy schedule specify a longer term, Anker will reimburse the costs incurred within this specified longer term.
  - b. up to an amount of USD 250,000 per insured person, per occurrence. Where in the collective bargaining agreement or agreements and/or another agreement or other agreements referred to in the policy schedule a higher amount is specified, Anker will reimburse the costs incurred up to this higher amount. For seafarers who residing in the United States of America and Canada the maximum compensation will remain unchanged at USD 250,000 per insured person, per occurrence.
- 34.2** Dental expenses up to a maximum of USD 1,000 per insured person per occurrence.

**Article 35 Additional obligations in the event of an occurrence**

The policyholder is obliged to:

- 35.1 Inform Anker in writing about the admittance of the insured person to a hospital or rehabilitation centre as soon as possible, but certainly within 48 hours after this admittance.
- 35.2 Provide Anker with a certificate from the attending physician attesting to the fact that the patient's hospitalization, treatment and/or transport are necessary on medical grounds.
- 35.3 Request the prior consent of Anker in case where there are costs involved for artificial appliances and other equipment.
- 35.4 Provide Anker with an original account of the expenses which qualify for compensation. This account must be sufficiently specific so that Anker can determine from it what compensation it must pay without making any further enquiries.
- 35.5 Provide Anker with this original account within one year of the date thereof. No compensation will be paid if the policyholder is unable to provide the original account within the specified term.

**Article 36 Specific exclusions**

The policyholder cannot invoke this insurance or derive any rights from it:

- 36.1 For cosmetic surgery and the consequences thereof when the reason for this surgery arises from a personal need or personal circumstances.
- 36.2 For dental treatment caused by deferred dental maintenance.

**Temporary disability module (contractual payment obligation)**

The terms and conditions of this module will only apply if the policy schedule expressly provides that this module is included under the insurance policy.

**Article 37 Purpose of the module**

- 37.1 The purpose of this module is, in the event of an insured person's sick leave due to illness, at the instruction and on behalf of the policyholder:
  - a. to determine his contractual payment obligation
  - b. to determine the temporary disability of the insured person and to verify the sick leave due to illness arising from it
  - c. to grant an insurance benefit in connection with this absence due to illness.
- 37.2 The policy schedule expressly provides whether the policy provides cover for temporary disability as a result of:
  - a. an illness, or
  - b. an accident, or
  - c. an illness and an accident.

Where the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule provide that the policyholder has only a contractual payment obligation in the event of an occupational or work-related illness and/or accident, this module will also only provide cover for an occupational or work-related illness and/or accident.

**Article 38 Extent of the cover for temporary disability**

If the insured person becomes temporarily incapacitated for work as an immediate and exclusive result of an illness manifesting itself and/or an accident occurring during the period specified in Articles 5 and 6, the policyholder is entitled to the following services and insurance benefit:

- a. determination of the contractual payment obligation of the policyholder under the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule
- b. determination of the temporary disability of the insured person and verification of the absence due to illness.
- c. insurance benefit on the basis of the assessed temporary disability and the contractual payment obligation.

**Article 39 Determination of temporary disability, verification of absence due to illness and the extent of the insurance benefit**

- 39.1 At the instruction and on behalf of the policyholder, Anker will determine the disability and the extent and duration of the relevant insurance benefit on the basis of the report or reports drawn up by the medical advisor and/or other experts appointed by Anker. The disability is determined on the basis of the criteria specified in the collective bargaining agreement or agreements and/or another agreement or other agreements explicitly referred to in the policy schedule. Where the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or agreements explicitly referred to in the policy schedule do not define any criteria, Anker will apply the criteria for temporary disability as specified in the section 'Definitions' (Article 1). In addition, Anker will verify the course and duration of the absence due to illness.
- 39.2 Anker will determine the policyholder's contractual payment obligation and the corresponding insurance benefit on the basis of the most recent collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule, provided by the policyholder, on which the payment obligation is based. If a higher contractual payment obligation is provided by the policyholder under another or more recent collective bargaining agreement or other bargaining agreements and/or another agreement or other agreements, which has not been provided to Anker by the policyholder, this obligation is not covered.
- 39.3 The entitlement to insurance benefit commences on expiry of the deductible period. This deductible period starts on the date on which the insured person consults a physician for treatment and this physician issues a certificate of incapacity for work. Where the physician issues a certificate attesting to the fact that the insured person was unfit to carry out work on board ship at an earlier date, the deductible period will commence on the date specified by the physician.

- 39.4**
- a. Anker determines the insurance benefit for each insured person per working day on the basis of the payment percentage specified in the policy schedule of the periodic wages, or the insured person's annual wages following from it, which is applicable on the first day of occupational disability
  - b. the maximum covered annual wages/salary derived from periodic wages is USD 125,000. The excess above USD 125,000 of annual wages/salaries derived from periodic wages will be omitted from the calculation of benefit.
- 39.5** The entitlement to services and insurance benefit by virtue of this module ends on the date on which the insured person has recovered fully and has been declared fit for work, or if earlier;
- a. on the date that the duration of the insurance benefit specified in the policy schedule expires, or
  - b. on the date that the policyholder's payment obligation for absence due to illness ends pursuant to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule, or
  - c. on the date that the permanent disability or permanent incapacity for work of the insured person can be determined, or
  - d. on the date of death of the insured person, or
  - e. on the first day of the month in which the insured person is entitled to an early retirement scheme, pre-pension or retirement, or
  - f. on the first day of the month in which the insured person attains the age of 67. Where the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule, state another upper age limit, Anker will apply this other upper age limit.
- 39.6** For calculating the duration of the insurance benefit and the deductible period, the periods of illness will be summed if one period of illness is followed by another with an interruption of less than four weeks, unless the period of disability prior or contiguous to this period cannot reasonably be deemed to arise from the same cause.
- 39.7** Where Anker considers the insured person to be completely recovered and fit for work on the basis of information furnished by the medical and/or other experts appointed by Anker, it will provide the policyholder and the insured person with a written certificate of fitness for work within 48 hours.
- 39.8** When it becomes apparent that Anker has overpaid the insurance benefits, the policyholder must repay Anker the amount that Anker paid in excess. Anker may also set off this amount against future insurance payments.

**Article 40 Disputes**

- 40.1** If a physician appointed by the insured person, who, in respect of the illness or the injury of the insured person, is legally authorised to practise medicine and is generally recognized as such by the official, legally competent authorities, disagrees with the determination of (the percentage and/or the duration of) the temporary disability, the dispute will be submitted to a third physician.
- 40.2** At Anker's instruction, this physician must certify objectively and on medical grounds (the percentage and/or the duration of) the temporary disability of the insured person. In respect of the illness or the injury, this physician must be authorised to practise medicine and be generally recognized as such by the official, legally competent authorities.
- 40.3** Prior to this certification, Anker and/or the medical advisor must provide this third physician with the following information:
- a. all medical and other data on the basis of which the determination of (the percentage and/or the duration of) the temporary disability took place
  - b. the criteria by which (the percentage and/or the duration of) the temporary disability must be determined.
- The costs involved of this third physician will be borne by Anker.
- 40.4** The determination of (the percentage and/or the duration of) the temporary disability by this third physician binds Anker, the policyholder and the insured person.
- 40.5** Anker will draw up a contract of settlement on the basis of this third physician's determination, which must be signed by the policyholder, the insured person and the third physician. Once signed, this contract will bind the parties.
- 40.6** Anker will reimburse the costs of legal advice provided and/or legal proceedings conducted with Anker's consent and at its behest in connection with the defence put forward against claims of the insured person concerning the policyholders' contractual payment obligation in case of temporary disability.

**Article 41 Additional obligations on commencement and during the term of the insurance**

- The policyholder is obliged:
- 41.1** To provide Anker, on commencement of the insurance, with the collective bargaining agreement or agreements and/or another agreement or other agreements on which his contractual payment obligation is based in case of temporary disability (absence due to illness).
- 41.2** To provide Anker with any modification made to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule on which the payment obligation is based, which imply a change to the insured contractual payment obligation, as soon as possible, but certainly within thirty days. Anker is entitled to terminate the contract of insurance or to adjust the premium and/or the conditions to account for the changed contractual payment obligation. If the premium and/or the conditions are adjusted, the insurance will be altered as from the date on which the alteration of the policyholder's contractual payment obligation took effect. Anker will notify the policyholder of this alteration in writing. The policyholder is deemed to agree to this alteration, unless he cancels the insurance policy in writing within thirty days of receipt of the written notification from Anker pertaining to the alteration. In that case the insurance will end on the date on which the alteration of the policyholder's contractual payment obligation took effect. If the policyholder fails to inform Anker in time or at all of an alteration of his contractual payment obligation, the contractual payment obligation will be determined on the basis of the most recent collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule provided by the policyholder.

- 41.3** To provide Anker, on commencement of the insurance, with written authorization and instructions by which the policyholder authorizes and instructs Anker to establish a case of temporary disability and to verify the absence due to illness of an insured person arising from it.

**Article 42 Additional obligations in the event of sickness**

- 42.1** The policyholder is obliged to inform Anker in writing of the insured person's disability as soon as possible, but within five days at the latest. When the policyholder reports this disability at a later date, the excess period will commence on the date of this notification.
- 42.2** By the end of each month, but no later than on the tenth day of the following month, the policyholder is obliged to provide Anker with a statement of the amount paid or remaining due in the previous month in connection with the insured person's absence due to illness.
- 42.3** The policyholder and/or the physician are obliged to provide Anker's medical advisor with a certificate attesting to the disability as defined in Article 40.3 herein.
- 42.4** The policyholder and the insured person are obliged to fully cooperate in establishing the insured person's fitness for work or incapacity for work and the corresponding insurance benefit.
- 42.5** The policyholder is obliged to refrain from any commitment, statement or act with respect to the insured person pertaining to the insured person's temporary disability or the determination thereof.
- 42.6** The policyholder is obliged to provide Anker and/or the medical advisor with all information he receives relating to the insured person's disability or the determination thereof without delay.
- 42.7** The policyholder is obliged to do everything possible to ensure that the insured person found unfit for work is able to return to work as soon as possible.
- 42.8** The insured person is obliged to render every assistance whenever possible to improve his or her health and in his or her occupational rehabilitation and to refrain from anything that could hinder or delay his or her occupational rehabilitation. The policyholder is obliged to do everything possible to ensure that the insured person cooperates with his or her occupational rehabilitation and to notify Anker without delay if the insured person fails to cooperate with his or her occupational rehabilitation.
- 42.9** The policyholder is obliged to assess or have an assessment made of whether the insured person is able to perform suitable work within the policyholder's company, insofar as this can in all reasonableness be required of the policyholder and the insured person in view of the circumstances and the situation. Where this is the case, the insured person will be obliged to accept this suitable work. When the insured person performs this suitable work, Anker will set off the wages the insured person earns from it against the insurance benefit in connection with the temporary disability.
- 42.10** The policyholder and the insured person are obliged to meet all statutory and contractual rules and requirements relevant to absence due to illness, disability, health and the occupational rehabilitation of employees.
- 42.11** The policyholder is obliged to inform Anker within five days about the full or partial recovery and/or the full or partial return to work of the insured person.
- 42.12** The policyholder is obliged to notify Anker in writing of the death of the disabled insured person as soon as possible, but within 4 at the latest.

**Article 43 Specific exclusions**

- The policyholder cannot invoke this insurance or derive any rights from it:
- 43.1** If and to the extent that the policyholder is not obliged to pay the insured person an insurance benefit for temporary disability (absence due to illness) pursuant to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule.
- 43.2** If the insured person impedes his or her recovery process.
- 43.3** If the insured person fails to cooperate in determining his or her temporary disability and the verification of the absence due to illness arising from it.
- 43.4** If the insured person does not work, without there being any disorder that can be assessed according to objective medical criteria, for instance in the event of a damaged working relationship or if the insured person is unwilling to perform agreed work that he or she should be able to carry out in view of his or her medical condition.
- 43.5** If the full or partial disability of the insured person pre-existed the commencement date or the date of change of the term referred to in Articles 5 and 6 herein.
- 43.6** If the full or partial disability of the insured person pre-existed the commencement date of the insured person's employment. The insurance cover for such an insured person takes effect on the date that the insured person has carried out the work agreed between him or her and the policyholder for four consecutive weeks.
- 43.7** For individual wage increases of the insured person unfit for work during his or her incapacity for work.

## Permanent disability module

The terms and conditions of this module will only apply if the policy schedule expressly provides that this module is included under the insurance policy.

**Article 44 Purpose of the module**

The purpose of this module is to provide an insurance benefit to the policyholder in the event of the permanent disability of an insured person.

The policy schedule expressly sets out whether the policy provides cover for permanent disability as a result of:

- a. an illness, or
- b. an accident, or
- c. an illness and an accident.

Cover is exclusively provided for an occupational or work-related illness and/or accident. No cover is provided for a non-occupational or work-related illness and/or accident.

**Article 45 Extent of the cover for permanent disability**

Anker will pay an insurance benefit if the insured person becomes permanently, wholly or partially disabled as an immediate and exclusive result of an illness manifesting itself and/or an accident occurring during the period referred to in Articles 5 and 6 herein.

**Article 46 Determination of permanent disability and extent of the insurance benefit**

- 46.1**
- a. Anker will assess the presence and degree of disability after 365 days, counting from the date that the illness manifests itself and/or the accident occurs, or earlier if the disability is declared to be permanent.
  - b. If Anker is of the opinion that the presence and/or degree of permanent disability can still not be definitely assessed after 365 days, it may postpone this assessment; however, Anker may do so only for a maximum of 730 days from the date the illness manifested itself and/or the accident occurred. Anker will pay the statutory interest rate on the amount due from 366 days after the date on which the illness manifested itself and/or the accident occurred.
- 46.2**
- a. Anker will determine the presence and degree of permanent disability by means of the Guides to the Evaluation of Permanent Impairment of the American Medical Association (A.M.A.). Anker will apply the latest edition of this A.M.A. guide, which is applicable at the time of notification of the claim.
  - b. If the relevant A.M.A. guide does not specify the nature of the disorder, Anker will determine the presence and degree of permanent disability by means of the report or reports drawn up by the medical and/or other experts appointed by Anker.
  - c. In determining the degree of a loss or loss of function of part of the body, Anker will only consider internal medical artificial appliances and aids and will not consider external medical artificial appliances.
  - d. In determining the degree of permanent disability Anker will not consider the insured person's occupation.
- 46.3**
- a. The degree of permanent disability is expressed as a disability percentage. This disability percentage is equal to the benefit rate and is multiplied by the sum insured specified in the policy schedule.
  - b. The insurance benefit for an insured person amounts to a maximum of 100% of the sum insured specified in the policy schedule.

**Article 47 Disputes**

- 47.1** If the policyholder disagrees with the defined disability percentage, this percentage will be determined by arbitration.
- 47.2** The policyholder will give the insured person the opportunity to have his or her permanent disability objectively established on medical grounds by a physician. With respect to the insured person's illness or injury, it is required that this physician is legally authorised to practise medicine and be generally recognized as such by the official, legally competent authorities. The costs involved in determining this disability percentage will be borne by the policyholder.
- 47.3** Anker and the policyholder will appoint in advance an independent physician in the Netherlands who, in the event of an irreconcilable difference, within the boundaries of the fixed percentages, will determine the disability percentage. With respect to the insured person's illness or injury, it is required that this physician is legally authorised to practise medicine and that he is generally recognized as such by the official, legally competent authorities. This physician's determination is binding on both Anker and the policyholder. The costs involved in determining this disability percentage will be shared equally by Anker and the policyholder.

**Article 48 Additional obligations in the event of permanent disability**

- 48.1** The policyholder is obliged to inform Anker in writing of an illness and/or an accident which may result in the permanent disability of the insured person as soon as possible, but within 48 hours at the latest.
- 48.2** The policyholder and the insured person are obliged to fully cooperate in establishing the permanent disability and the corresponding insurance benefit.
- 48.3** The policyholder is obliged to inform Anker within five days of the full or partial recovery and/or the full or partial return to work of the insured person.
- 48.4** The policyholder is obliged to fully cooperate in improving the insured person's health and in preventing and/or mitigating the degree of permanent disability.
- 48.5** The policyholder is obliged to inform Anker in writing of the death of the insured person before the insurance benefit is granted by virtue of this module as soon as possible, and within 48 hours at the latest.

**Article 49 Specific exclusion**

- The policyholder cannot invoke this insurance or derive any rights from it:
- 49.1** If the insured person impedes his or her recovery process.
- 49.2** If the insured person fails to cooperate in determining his or her permanent disability.
- 49.3** If the permanent disability has been caused, created or worsened by or arose from a pre-existing illness, disorder, disease or ailment or one which had given cause for complaint at the time the insured person joined ship, and of which the insured person was aware of.

**Permanent disability module (contractual payment obligation)**

The terms and conditions of this module will only apply if the policy schedule expressly provides that this module is included under the insurance policy.

**Article 50 Purpose of the module**

- 50.1** The purpose of this module is in the event of permanent disability or permanent incapacity for work of an insured person, at the instructions and on behalf of the policyholder:
- a. to determine his contractual payment obligation
  - b. to determine the permanent disability or incapacity for work of the insured person
  - c. to provide an insurance benefit in connection with this permanent disability or incapacity for work.



**50.2** The policy schedule expressly provides whether the policy provides cover for permanent disability or permanent incapacity for work caused by:

- a. an illness, or
- b. an accident, or
- c. an illness and an accident.

Where the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule determine that the policyholder has only a contractual payment obligation in case of an occupational work-related illness and/or accident, this module will also only provide cover for an occupational or work-related illness and/or accident.

**Article 51 Extent of the cover for a contractual payment obligation in the event of permanent disability or permanent incapacity for work**

If the insured person becomes permanently, wholly or partially disabled as an immediate and exclusive result of an illness manifesting itself and/or an accident occurring during the period specified in Articles 5 and 6 herein, the policyholder is entitled to the following services and insurance benefit:

- a. determination of the policyholder's contractual payment obligation pursuant to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule
- b. determination of the insured person's permanent disability or incapacity for work
- c. an insurance benefit according to the determined permanent disability or permanent incapacity for work and the contractual payment obligation.

**Article 52 Determination of permanent disability or permanent incapacity for work and extent of the insurance benefit**

**52.1** Anker will assess the presence and degree of permanent disability or permanent incapacity for work after the lapse of the period referred to in the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule, at the latest after 365 days, counting from the date that the illness manifested itself and/or the accident occurred, or earlier if an unchanging condition is established on the basis of which permanent disability or permanent incapacity for work can be determined. Where the collective bargaining agreement or agreements and/or another agreement or agreements explicitly referred to in the policy schedule specify a longer period, Anker will apply this longer period for the determination.

**52.2** At the instructions of and on behalf of the policyholder Anker will determine the presence, the degree of permanent disability or permanent incapacity for work, and the extent of the insurance benefit by means of the report or reports drawn up by the medical advisor and/or other experts.

This determination will be performed on the basis of the criteria of the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule.

**52.3** If the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreement explicitly referred to in the policy schedule do not provide any criteria for determining the nature of the insured person's disorder, Anker will apply the disability criterion. Anker will determine the presence and degree of permanent disability by means of the 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (A.M.A.). Anker will apply the latest edition of this A.M.A. guide, which is applicable at the time of notification of the claim.

**52.4** a. If the relevant A.M.A. guide does not specify the nature of the disorder of the insured person, Anker will determine the presence and degree of permanent disability by means of the report or reports drawn up by the medical advisor or other experts to be appointed by Anker.

b. In determining the degree of a loss or loss of function of part of the body, Anker will consider only internal medical artificial appliances and aids into account and will not consider external medical artificial appliances.

c. In determining the degree of permanent disability Anker will not consider the insured person's occupation.

**52.5** a. The degree of permanent disability or permanent incapacity for work is expressed as a disability or incapacity-for-work percentage.

b. The insurance benefit amounts to the benefit rate related to the defined disability or incapacity-for-work percentage on the basis of the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule, multiplied by the sum insured specified in the policy schedule.

c. If the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule do not provide any criteria for determining the benefit rate, the insurance benefit will amount to a percentage of the sum insured specified in the policy schedule equal to the defined disability or incapacity-for-work percentage.

d. The insurance benefit for an insured person amounts up to a maximum of 100% of the sum insured specified in the policy schedule.

**52.6** Anker determines the policyholder's contractual payment obligation and the corresponding insurance benefit on the basis of the most recent collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule provided to Anker by the policyholder on which the payment obligation is based. No cover is provided for any higher payment obligations of the policyholder, pursuant to other and/or more recent collective bargaining agreements and/or other agreements, which have not been provided to Anker by the policyholder.

**Article 53 Disputes**

**53.1** If a physician appointed by the insured person who, in respect of the illness or the injury of the insured person, is legally authorised to practise medicine and is recognized as such by the official, legally competent authorities, disagrees with the determination of (the degree of) permanent disability or incapacity for work, the dispute will be submitted to a third physician.

- 53.2** At the instruction of Anker and the insured person, this physician must certify objectively and on medical grounds (the degree of) permanent disability or permanent incapacity for work. With respect to the insured person's illness or injury, this physician must be authorised to practise medicine and be recognized as such by the official, legally competent authorities.
- 53.3** Prior to this certification, Anker and/or the medical advisor will provide this third physician with the following information:
- a. all medical and other data on the basis of which the determination of (the degree of) permanent disability or incapacity for work took place
  - b. the criteria by which (the degree of) permanent disability or incapacity for work must be determined.
- The costs involved of this third physician shall be borne by Anker.
- 53.4** The determination of (the degree of) permanent disability or incapacity for work by this third physician binds Anker, the policyholder and the insured person.
- 53.5** Anker will draw up a contract of settlement on the basis of this third physician's determination, which must be signed by the policyholder, the insured person and the third physician. Once signed, this contract binds the parties.
- 53.6** Anker will reimburse the costs of the legal assistance provided and/or the proceedings conducted with the consent of and the behest of Anker in connection with the defence put forward against the claims of the insured person concerning the policyholder's contractual payment obligation in case of permanent incapacity for work.

**Article 54 Payment of the insurance benefit**

- 54.1** If the policyholder and the insured person agree to the determination of the disability or incapacity-for-work percentage and the extent of the insurance benefit on the basis of Articles 53 and 54 herein, Anker will draw up a contract of settlement and have this settlement signed by the policyholder and the insured person.
- 54.2** Anker will effect payment as soon as it receives the documents referred to in this module.

**Article 55 Additional obligations on commencement and during the term of the insurance**

- The policyholder is obliged to:
- 55.1** Provide Anker with the collective bargaining agreement or agreements and/or another agreement or other agreements on which the payment obligation in the event of permanent disability or permanent incapacity for work is based on commencement of the insurance.
- 55.2** Provide Anker with any modification made to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule on which the payment obligation is based, which amount to a change to the insured contractual payment obligation, as soon as possible and within thirty days at the latest. Anker is entitled to terminate the insurance or to adjust the premium and/or the conditions to the altered contractual payment obligation. In the event that the premium and/or the conditions are adjusted, the insurance will be altered as of the date on which the alteration of the policyholder's payment obligation has entered into force. Anker will notify the policyholder of this alteration in writing. The policyholder is deemed to be in agreement with this alteration, unless he cancels the insurance policy within thirty days of receipt of written notification from Anker of the alteration. In that case the insurance will end on the date on which the alteration of the policyholder's payment obligation took effect.
- If the policyholder fails to inform Anker on time or at all of an alteration to his contractual payment obligation, his contractual payment obligation will be determined on the basis of the most recent collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule provided by the policyholder on which this payment obligation is based.
- 55.3** Provide Anker with authorization and instructions on the commencement date of the insurance, by which the policyholder authorizes and instructs Anker to determine his contractual payment obligation in the event of permanent disability or permanent incapacity for work of an insured person.

**Article 56 Additional obligations in the event of permanent disability or permanent incapacity for work**

- 56.1** The policyholder is obliged to inform Anker in writing of an illness and/or accident which may result in permanent disability or permanent incapacity for work of the insured person as soon as possible, but within thirty days at the latest.
- 56.2** The policyholder and the insured person are obliged to fully cooperate in establishing the disability or incapacity for work and the corresponding insurance benefit.
- 56.3** The policyholder is obliged to refrain from any commitment, statement or act with respect to the insured person pertaining to his contractual payment obligation or the determination thereof.
- 56.4** The policyholder is obliged to provide Anker without delay with all the information he receives relating to his contractual payment obligation or the determination thereof.
- 56.5** The policyholder is obliged to make every effort to ensure that the insured person unfit for work is able to return to work as soon as possible.
- 56.6** The policyholder is obliged to render every assistance whenever possible to improve the insured person's health and his or her occupational rehabilitation and to refrain from anything that could hinder or delay his or her occupational rehabilitation. The policyholder is obliged to make every effort to ensure that the insured person cooperates with his or her occupational rehabilitation and to notify Anker without delay if the insured person fails to cooperate with his or her occupational rehabilitation.
- 56.7** The policyholder is obliged to assess or to have an assessment made of whether the insured person is able to perform suitable work within the policyholder's company, insofar as this can in all reasonableness be required from the policyholder and the insured person in view of the circumstances and the situation. Where this is the case, the insured person will be obliged to accept this suitable work.
- 56.8** The policyholder and the insured person are obliged to render their cooperation in adapting the work, the work conditions or job shifts which can in reasonableness be expected from the policyholder and the insured person in order to promote the recovery, prevention and/or remission of the permanent disability and/or incapacity for work of the insured person.
- 56.9** The policyholder and the insured person are obliged to meet all the statutory and contractual rules and requirements pertaining to absence due to illness, disability, health and the occupational rehabilitation of employees.



- 56.10** The policyholder is obliged to inform Anker within five days about the full or partial recovery and/or the full or partial return to work of the insured person.
- 56.11** The policyholder is obliged to notify Anker in writing of the death of the disabled insured person as soon as possible before the insurance benefit is paid under this module, but within 48 hours at the latest.

**Article 57 Specific exclusions**

- The policyholder cannot invoke this insurance or derive any rights from it:
- 57.1** If and to the extent that the policyholder is not obliged to provide insurance benefit to the insured person in the event of permanent disability or permanent incapacity for work pursuant to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule.
- 57.2** If the insured person impedes his or her recovery.
- 57.3** If the insured person fails to cooperate in determining his or her permanent disability or permanent incapacity for work.
- 57.4** If the insured does not work, without there being any disorders that can be assessed according to objective medical criteria, for instance in the event of a damaged working relationship, or if the insured person is unwilling to perform the agreed work he should be able to carry out in view of his medical condition.
- 57.5** If the full or partial disability of the insured person pre-existed the commencement date or the date of change of the period specified in Articles 5 and 6 herein.
- 57.6** If the full or partial disability of the insured person pre-existed the commencement date of the insured person's employment.

**Death in service module (contractual payment obligation)**

The terms and conditions of this module will only apply if the policy schedule expressly provides that this module has been included under the insurance policy.

**Article 58 Purpose of the module**

The purpose of this module is to provide an insurance benefit to the policyholder on the basis of his contractual payment obligation in the event of the death of an insured person.

**Article 59 Extent of the cover in case of death**

- 59.1** In the event of the death of the insured person as a direct and exclusive result of an occurrence taking place during the period specified in Articles 5 and 6 and on the basis of his contractual payment obligation, Anker will pay the following benefits:
- a. the sum insured for this module as specified in the policy schedule
  - b. the sum insured for each legitimate child left behind, as specified in the policy schedule, for the maximum number of children as referred to in the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule.
- 59.2** Anker determines the contractual payment obligation of the policyholder and the corresponding insurance benefit on the basis of the most recent collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements provided to Anker by the policyholder. No cover will be provided for a higher payment obligation of the policyholder pursuant to other and/or more recent collective bargaining agreements and/or another agreement or other agreements, which have not been provided by the policyholder to Anker.
- 59.3** The entitlement to insurance benefit will only exist if the death of the insured person has taken place within 365 days of the date that the illness manifested itself and/or the accident occurred. Where the collective bargaining agreement or agreements and/or another agreement or other agreements explicitly referred to in the policy schedule specify a longer term, Anker will apply this longer term.
- 59.4** If the policyholder has already received an insurance payment for permanent disability or permanent incapacity for work of the insured person as a result of the same illness or the same accident under the *Permanent Disability Module* or the *Contractual Payment Obligation in the event of permanent disability or permanent incapacity for work Module*, Anker will deduct this insurance payment from the insurance benefit in connection to the death of the insured person. If a higher insurance payment has already been made under one of these modules at the date of death than can be claimed under this module, Anker will not reclaim the difference.

**Article 60 Additional obligations on commencement and during the term of the insurance**

- The policyholder is obliged:
- 60.1** To provide Anker, on commencement of the insurance, with the collective bargaining agreement or agreements and/or another agreement or other agreements on which this payment obligation is based, in the event of death.
- 60.2** To provide Anker with any modification made to the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule on which the payment obligation is based, which amount to a change to the insured contractual payment obligation, as soon as possible, but within thirty days at the latest. Anker is entitled to terminate the contract of insurance or to adjust the premium and/or the conditions to the altered contractual payment obligation. In case the premium and/or conditions are adjusted, the insurance will be altered as of the date on which the policyholder's contractual payment obligation has entered into force. Anker will notify the policyholder of this alteration in writing. The policyholder is deemed to be in agreement with this alteration, unless he cancels the insurance policy in writing within thirty days of receipt of the written notification of Anker of the alteration. In that case the insurance will end on the date on which the alteration of the policyholder's contractual payment obligation has entered into force. If the policyholder fails to inform Anker on time or at all of an alteration of his contractual payment obligation, his contractual payment obligation will be determined on the basis of the most recent collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule provided by Anker, on which the payment obligation is based.

**Article 61 Additional obligations in the event of death**

The policyholder is obliged:

- 61.1** To inform Anker in writing of the death of the insured person as soon as possible and within 48 hours at the latest, and at least 24 hours before the funeral or cremation take place.
- 61.2** To provide all necessary information on the cause and the facts of the death and who, in his or her opinion, may be held liable for the death of the insured person.
- 61.3** To provide Anker with an official death certificate or another official judicial declaration of death of comparable effect thereto in the opinion of Anker.
- 61.4** To provide the medical advisor, at Anker's request, with an official certificate as to the cause of death.
- 61.5** To provide Anker with an official document showing that the children are legitimate descendants of the insured person when an insurance benefit is granted pursuant to Article 59.1.b herein.

**Article 62 Specific exclusions**

The policyholder cannot invoke this insurance and derive any rights from it:

- 62.1** If the insured person is considered to be a missing person, unless the policyholder proves on the basis of official documents this is considered to be equivalent to the insured person's death.
- 62.2** If and to the extent that in the event of the death of the insured person, under the collective bargaining agreement or agreements specified in the policy schedule and/or another agreement or other agreements explicitly referred to in the policy schedule, the policyholder is not obliged to pay an insurance benefit to the insured person's dependants.