

ITALICIZED WORDS

Words in italics have a special meaning. The explanation can be found in the list of definitions attached to these conditions.

ARTICLE 1 INSURER

The insurance is concluded with *ENNIA*.

ARTICLE 2 POLICYHOLDER

The (legal) person who has taken out the insurance from *ENNIA*.

The party that generally pays the insurance fees.

ARTICLE 3 INSURED PERSON

The (natural) person indicated on the policy schedule as the insured person.

ARTICLE 4 INSURANCE CONDITIONS

The insurance conditions listed on your policy schedule apply to the insurance.

ARTICLE 5 CLAUSES

- The clause described on the policy schedule applies to the insurance.
 - The clause prevails over the General and Special conditions.
 - More than one clause can be applicable.

ARTICLE 6 GROUNDS FOR THE INSURANCE CONTRACT

- The insurance is entered into on grounds of:
 - A fully and truthfully compiled and signed application form.
 - The (medical) information that may have been provided besides.
 - Information provided by the insured person and/or the policyholder for which he understands or should understand that this information is relevant prior to entry into this insurance.
- The costs are not refunded if the insured person upon entry into the insurance contract has not given *ENNIA* the opportunity to assess the exact scope of the risk to be insured.
- Assessment of the risk to be insured is not possible if:
 - The questions posed by *ENNIA* have not been answered completely.
 - Answers deviate from the truth and have been provided with the intention of misleading *ENNIA*.
 - The insured person upon entry into the insurance contract has not informed *ENNIA* of facts for which he knows or should understand that they are relevant to *ENNIA*.

ARTICLE 7 CONTENT AND SCOPE OF THE INSURANCE

The content and scope of the insurance are determined:

- By the application form.
- The policy schedule with possible attachment(s).
- The applicable insurance conditions.

ARTICLE 8 TERRITORY OF THE INSURANCE

This insurance exclusively provides coverage:

- If the insured person is effectively residing in Curaçao and is excluded, pursuant to article 2.1. section 2 sub f of the national ordinance on basic healthcare insurance 'Landsverordening basisverzekering ziektekosten', from the obligatory insurance on grounds of said 'Landsverordening basisverzekering ziektekosten'.
- If the insured person is staying outside Curaçao for no longer than three uninterrupted months.

ARTICLE 9 MODIFICATION OF THE INSURANCE

The policyholder is obliged to communicate any change within thirty days after the change in writing to ENNIA. Changes are, but not limited to:

- Changes to the actual stay outside Curaçao.
- Changes due to the withdrawal or expiry of a residence permit.
- The composition of the family.
- Address.
- Bank account number.
- Other changes that affect the rights and obligations deriving from this insurance.

ARTICLE 10 DURATION AND END OF THE INSURANCE

- The starting date of the insurance is listed on the policy schedule.
- The insurance runs through 31 December at 11.59 PM of the starting year.
- The insurance will be extended by one year automatically.
- **The insurance ceases immediately:**
 - In case of (attempted) crime, violation, swindle, misleading, *fraud*, coercion, or threats.
 - Premium and costs that have been paid are not refunded.
 - As from the 91st day that the insured person is staying outside Curaçao.
 - If the premium after the first warning have not been settled within fourteen days.
 - In case the insured person is obliged to be insured on grounds of article 2.1 section 1 of the national ordinance on basic healthcare insurance 'Landsverordening basisverzekering ziektekosten' pursuant to the same 'Landsverordening basisverzekering ziektekosten'.
- **The insurance ceases through written notice by the policyholder:**

The insurance must be terminated at least one month before 1 January in writing.

 - As soon as the insurance is terminated, there is no longer coverage under the policy.

ARTICLE 11 PREMIUM

- ENNIA determines the amount of the premium.
 - The premium depends on the age of the insured person.
 - The premium is increased annually as per 1 January on grounds of the age of the insured person.
- The premium may be lower in case:
 - One chooses to have a deductible.

ARTICLE 12 COVERAGE

The insured person is insured as from the starting date as indicated on the policy schedule and when the first premium or the subsequent premium has been settled.

ARTICLE 13 GENERAL REVISION CONDITIONS

- ENNIA can modify the conditions annually on a date of its choosing.
- If policyholder does not agree with the changes, he can discontinue the insurance.
 - In such case, the policyholder must terminate the insurance in writing within one month after the announcement.

ARTICLE 14 FREE CHOICE OF HEALTHCARE PROVIDER ON CURAÇAO

The insured person is at liberty on Curaçao to choose a hospital, physician, para-medical and/or pharmacy.

ARTICLE 15 OBLIGATIONS OF THE INSURED PERSON

The insured person is obliged:

- **Referral**
 - In case of medical specialist or *paramedical care*, the insured person must always present a written referral from a general practitioner or *dentist*.
 - The referral must be renewed every six months.
 - o Except if the treating *medical specialist* indicates that the treatment is continued even after six months for the same disorder as a consequence of the same cause.
 - For treatment by an eye specialist, paediatrician and/or ENT specialist, no referral is required.
- **Hospitalization**

The insured person must immediately inform ENNIA about hospitalization as soon as the necessity thereof is known.

 - o After interruption of a period of thirty days or more, a new period for hospitalization can start.
 - The insured person is obliged to authorize the *medical advisor* of ENNIA with respect to requesting the complete medical file from the treating physician/specialist or paramedical.
 - If the insured person does not grant an authorization, ENNIA does not refund any costs.
- **Action of recourse**

If healthcare expenses are the result of an *accident* or other event for which a third party is liable, the insured person must:

 - report this to ENNIA as soon as possible.
 - render ENNIA all assistance so as to recover the costs refunded by ENNIA from that third party.

ARTICLE 16 PROVISIONS FOR DISBURSEMENT

- The maximum insured amount per insured person per calendar year amounts to one hundred and fifty thousand guilders (f 150,000) minus the deductible.
- ENNIA refunds costs in accordance with the rates as these apply legally in Curaçao.
- Costs incurred are disbursed by ENNIA on the bank account of the insured person in Curaçao and in the currency of Curaçao.

The *bills* can be submitted to ENNIA, but must meet the following requirements:

- The bills must contain an itemized statement of the treatments or performances.
 - The date of the treatment must fall within the insurance period.
 - o The date of issue of *bills* is not determinative for coverage.
 - The bills can subsequently be scanned and uploaded on our website.
 - o <https://www.ennia.com/service/schade/schadeclaimen/zorg/>
- *Bills* can be submitted until 1 June of the following year.

- *Bills* and medical reports must be in Dutch, Papiamentu, English, or Spanish.

ARTICLE 17 EXCLUSIONS AND RESTRICTIVE PROVISIONS

- *ENNIA* only refunds costs if:
 - This is stated in the conditions.
 - The costs are medically necessary in the opinion of the *medical advisor* of *ENNIA* as well.
- *ENNIA* does not refund any costs that have resulted from:
 - Nuclear reactions.
 - Acts of violence (serious conflicts).
 - Terrorism.
 - *Fraud*.
- *ENNIA* does not refund the following costs either:
 - Live-cell therapy and KH3 treatments.
 - A *general practitioner* during hospitalization.
 - The undoing of a sterilization that one has undergone (including recanalization).
 - Chelation therapy.
 - A population study.
 - The deductible.
 - Sunlamp and ultrasound treatments.
 - The costs of childbirth falling within twelve months after the insurance contract with *ENNIA* was entered into.
 - Abortion, unless there is a *medical necessity* for it.
 - Pregnancy and maternal fitness.
 - Nutritional advice during pregnancy and after childbirth.
 - Assistance from a general practitioner during hospitalization.
 - The insertion of implants in the jawbone and the costs involved therein.
 - Agents and medication regarding hair growth.
 - Dietary agents, food supplements, weight-reduction and slimming agents and/or cures.
 - Medical checks and attestations.
 - Neurofeedback.
 - Cogmed.
 - All treatments fostering fertility and the costs related to in-vitro fertilization treatments.
 - Treatments in private hospitals.
 - Courses that give instructions for dealing with an illness or (mental) affliction.
 - Drug abuse treatment in rehab centers.
 - Sexually stimulating and/or fostering agents.
 - Non-prescription items.
 - Genetic research.
 - Liposuction.
 - Orthopaedic treatment.
 - Costs directly or indirectly related to bariatric surgery.
 - Costs related to injuries incurred by the insured person flowing from his deliberate unlawful conduct directed against a person or object.
 - Refraction surgery.
 - Treatments to correct and/or camouflage physical disfigurements.
 - Cosmetic treatments.
 - Dental and orthodontic treatments.
 - Circumcision that is not medically necessary.
 - Treatments against snoring.
 - Frames and eyeglasses, contact lenses, solution for contact lenses, and other related accessories.

ARTICLE 18 DEDUCTIBLE

- The deductible is listed on the policy sheet and/or in the attachment.
- The deductible applies for all insured persons under the policy.
- Changes to the deductible can only occur as per 1 January.
- Only the costs eligible for refunding can be deducted from the deductible.
- After the refund is established, the deductible is deducted from it.
- If the insurance is discontinued or suspended, *ENNIA* will not refund or reduce the deductible that has been paid already.

ARTICLE 19 DOUBLE INSURANCE

- If the insured person has double insurance, the other insurance takes precedence.
- *ENNIA* pays the damage exceeding the insured amount of the other insurance.
 - The deductible of the other insurance is not refunded by *ENNIA*.

ARTICLE 20 DISPUTES/COMPLAINTS MECHANISM, ADDRESS

In case of a complaint:

If your insurance was taken out via a broker:

- Contact your broker first.

If your insurance was taken out from us directly:

- Submit your complaint in writing via mail@ennia.com indicating your complaint.

If the complaint has not been resolved satisfactorily, you can present your complaint to:

- the insurance dispute committee 'Geschillencommissie Verzekeringen Curaçao' or;
 - You can submit a possible dispute to the Court of First Instance of Curaçao.
- All communications are sent to the latest (e-mail) address known to *ENNIA*.
 - *ENNIA* assumes that the policyholder has received the communication.

ARTICLE 21 REGISTRATION OF PERSONS AND PRIVACY

- *ENNIA* uses the personal data of policyholder and/or the insured person:
 - To make arrangements for the insurance.
 - To make offers.
 - To be able to prepare statistics.
 - So that *ENNIA* can comply with the law.
 - To handle any possible complaints.
- *ENNIA* transmits the personal data of the policyholder and/or the insured person:
 - To the broker.

ARTICLE 22 FINAL PROVISION

These general terms and conditions have been prepared in the Dutch language. In case of a translation in a different language, the Dutch version always prevails in case of disputes.

ARTICLE 23 DEFINITIONS

Birth control

Methods and means intended to prevent pregnancy.

ENNIA

ENNIA Caribe Zorg N.V.

Fraud

Deliberately misrepresenting the situation.

- The presentation of forged or misleading documents or the submitting of any inaccurate information.

Medications

- Generic medication permitted by the authorities:
 - Upon prescription of the treating physician or *medical specialist*.
 - That are prescribed for the specific registered indication.
 - That are available by prescription at a pharmacy or a physician with pharmacist.
 - Also, blood products and serums that are permitted according to the relevant legislation.

General practitioner

A physician listed as a *general practitioner* in the legal physicians register:

- Who exercises a practice as a general practitioner as the family doctor of the insured person.
- Who provides assistance as a general practitioner both at consultation hours and at the insured person's home.

Aid workers

The paramedic aid workers.

- Such as a physical therapist registered as such in the legal registers intended for that purpose.

Medical advisor

The physician (or dentist) advising *ENNIA* on the disorders, the demand for healthcare, and the costs of the insured person.

Medical necessity

The necessity of care, examination, or treatment according to generally recognized medical-scientific standards.

Medical specialist

A *medical specialist*, recognized by the authorities, who is listed in the register of specialists.

Bill

Bill for healthcare expenses incurred.

Accident

- A sudden, unexpected, and unwanted event occurring outside one's control.
- Leading directly to physical injury that can be demonstrated objectively medically.
- This also applies if the insured person did not foresee the event and reasonably was unable to foresee it as well.

Hospitalization

- The stay of the insured person at a hospital or clinic for more than 24 hours.
- If care, examination, and treatment can on grounds of medical necessity exclusively be offered at a hospital and/or clinic.

Paramedical care

Care aimed at improving the functioning of the body.

Dentist

A *dentist* who is registered as such in the legal registers intended for that purpose.