



europeesche  
verzekeringen

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General Contract Terms and Conditions  
**Short-term Insurance Contracts**



## Table of contents

### Guide to the Terms and Conditions

#### Review of cover: what is insured?

#### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

#### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	10
2.3 Interrupting your trip	12

## Review of cover: what is insured?

2 Dear Client,

2 Please find enclosed the General Contract Terms and Conditions for our short-term insurance contracts and the General Terms and Conditions for our Short-Term Cancellation Insurance. In order to ensure that you are clearly aware of what you are covered for and what you are not, we recommend that you read the terms and conditions with care. With cancellation insurance from the Europeesche, you will set out on your trip with good cover. Some tips and recommendations before you travel are presented below.

#### Do you want to cancel your trip?

Then contact the office where you booked your trip as soon as possible. In any event, do this within three days. Have you been ill or have you had an accident? Then ask your doctor if he thinks that your trip can go ahead. Even if your departure date is still far off.

#### How do you claim a cancellation?

Can the trip you booked not go ahead, or have you had to miss vacation days? If so, report this to your travel or insurance agent, using the damage claim form. You can download this form at [www.europeesche.nl](http://www.europeesche.nl).

For fast settlement, please describe the cancellation clearly and fully and send all original bills, guarantees, offers, statements or other evidence with your form.

**We hope you have a good trip!**

*Europeesche Verzekeringen  
and Landal GreenParks  
wishes you lots of fun!*

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Global assistance  
24 hours a day through  
the Europeesche Helpline.  
**+ 31 20 651 57 77**

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## Table of contents

### Guide to the Terms and Conditions

### Review of cover: what is insured?

### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	10
2.3 Interrupting your trip	12

2

### Guide to the Terms and Conditions

2

You have contracted a Short-Term Cancellation Insurance policy with us. These terms and conditions explain what you are and are not covered for. They also explain what you can expect of us and what we expect from you. The insured amount is shown in the policy sheet/booking form. This also shows which cover you have chosen, for example Cancellation, All-Risk Cancellation and/or cover for a deputy. The review of the cover is presented below first. This briefly shows the different kinds of cover. You can then read our Contract Terms and Conditions for Short-term Cancellation Insurance in Chapter 1. Here we explain what we mean by different terms. You can read when you are entitled to compensation for damage, when your insurance cover starts and ends and what you need to know about the premiums. We then discuss your obligations, what happens if you commit fraud and where you can send complaints. Finally, all the elements that you can choose with cancellation insurance are described in Chapter 2. For each element, you can see what is covered by the insurance, what the conditions are and which compensation we offer.

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### List of cover: what is insured?

Your policy sheet or booking form shows which cover you have chosen

Cancellation Are you cancelling your trip or ending it early? Then you are entitled to compensation, but only if this happens for one of the reasons given in the terms and conditions.

Deputy Have you co-insured a deputy? Then you are entitled to compensation if you cancel your trip or break it off because your deputy is unavailable, but only if this happens for one of the reasons given in the terms and conditions.

All-Risk Are you cancelling your trip or ending it early for a reason that is not given in the terms and conditions? With All-Risk

Cancellation you will then still be entitled to compensation for 75% of the cancellation costs or for the compensation for interruptions. You bear 25% of the costs. Naturally, with cancellations for reasons that are given in the terms and conditions, you retain the right to the normal compensation.

## Table of contents

### Guide to the Terms and Conditions

### Review of cover: what is insured?

### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

2

2

2

4

4

5

6

6

7

8

8

8

9

9

10

12

# 1 Contract Terms and Conditions for Short-Term Cancellation Insurance

## 1.1 What do we mean by ... ?

**Nuclear reaction:** every nuclear reaction in which energy is released, such as nuclear fusion, nuclear fission or artificial and natural radioactivity.

**Incident:** an incident or series of incidents that are related, resulting in damage.

**Co-insured:** a person who, like you, is insured on the basis of this insurance contract.

**Acts of war:** an armed conflict, civil war, rebellion, civil disobedience or rioting.

**Policy sheet:** your proof of insurance or booking form.

**Premium:** the amount that you pay for your insurance.

**You/your/policyholder:** the person who has contracted the insurance policy with Europeesche Verzekeringen.

**Compensation:** compensation for damages, costs and/or losses, assistance or benefits in the event of an accident.

**Confiscation:** the seizure of objects by a government or other institution.

**The insured:** you and any other persons named on the policy sheet or in the terms and conditions.

**Insurance:** a contract between an insurance company and a policyholder.

**We:** Europeesche Verzekering Maatschappij N.V.

## 1.2 What are the conditions for compensation for damage?

### 1.2.1 What compensation do you receive if you suffer damage through terrorism?

Were your damages caused by terrorism? Then we pay compensation for the damage on the basis of the Claims Settlement Protocol of the 'Nederlandse Herverzekeringsmaatschappij voor Terrorisme schaden' (Netherlands Reinsurance Company for Losses from Terrorism, NHT). This states the cases in which we can limit compensation for damage, for example in a case of terrorism or malicious infection. The full text of this protocol is posted at [www.terrorismeverzekerd.nl](http://www.terrorismeverzekerd.nl).

### 1.2.2 When do you receive no compensation for damage?

We do not pay compensation or provide assistance when damage arises:

- because you or a co-insured caused the damage deliberately or failed to prevent it;
- because the damage was caused deliberately with your consent;
- while you or a co-insured did not possess the right papers or acted without authorization;
- because you or a co-insured failed to comply with your obligation(s) (you will find more information on this under [1.5 What are your obligations?](#));
- through a suicide attempt by you or a co-insured;
- because you or a co-insured took drugs, alcohol or more than the prescribed amount of medication.

We also do not pay compensation for damage:

- if you have not paid the premiums for this insurance (on time);
- if compensation for the damage is already covered by law or another insurance policy, guarantee or facility, or if it would already have been compensated if you were not insured with us;

## Table of contents

### Guide to the Terms and Conditions

#### Review of cover: what is insured?

#### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

#### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

- 2
- if it is caused by or related to acts of war, nuclear reactions, hijacking or confiscation;
  - if it arose through illegal or criminal activities;
  - if you or a co-insured commit fraud.

#### 1.2.3 What if you think the compensation that our external expert fixes is too low?

Did we deploy an external damage expert and do you think the amount fixed for compensation of the damages is too low? Then you can designate an expert recognized by the professional group yourself, who will consult with our expert. If these two experts cannot agree on the amount of the damage, they will jointly appoint a third expert. That expert will fix the amount of the damage in a decision that is binding to you and to us, within the limits of the two appraisals. Are you found to be in the right and do we pay additional compensation? Then we will also pay the costs of these experts. If this is not the case then you bear these costs.

#### 1.2.4 When can you no longer claim compensation?

Have you suffered damages? Then you must report this to us as soon as possible. If you do not do this, and there is harm to our interests as a result, we will not pay compensation for the damage.

Have you received a letter in which we informed you that we have made a final decision not to pay any (further) compensation? Then you can claim compensation for up to three years after the date of this letter. After that time your claim becomes invalid by law.

### 1.3 When does your insurance cover start and end?

The insurance commences as soon as you have contracted it. You are insured from the commencement date of your policy, and not before that date. We therefore only pay compensation for damages arising during the term of your insurance, unless you do not pay your premiums on time; in that case, you and your co-insureds are not insured.

#### 1.3.1 What if you do not want to contract the insurance after all?

After you receive the policy you have a 14-day cooling-off period. During that period, you can cancel the insurance. Then you do pay the premium for the days on which the insurance has already been in effect. The cooling-off period does not apply for insurance policies lasting less than 30 days.

#### 1.3.2 When do we cancel your insurance?

We can cancel your insurance in the following cases:

- If you alter the insurance. At that time, we assess the details in the same way as with an application for insurance. This may mean that your premium increases or is reduced, but also that we have to cancel your insurance. Does the change have consequences for your insurance? Then you will receive a letter from us about this.
- If you have or move to a fixed place of residence outside the Netherlands. This does not apply if your booked your trip with a Dutch travel agency.
- If you or a co-insured report many damages or damages that cannot be fully proven. Do we identify many or dubious damages? Then in some cases we will consider the causes together with you. There may be causes that you can prevent. If you are not willing to cooperate in this, or our assessment is that the situation is not going to change, this may be a reason to:

## Table of contents

### Guide to the Terms and Conditions

#### Review of cover: what is insured?

#### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

#### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

2

- include a first risk element in the insurance;
- cancel the insurance. If we do this, we will observe a notice period of 60 days.

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- If you deliberately mislead us. If we discover that you did not provide us with full information or with the correct information when you applied for the insurance, with the deliberate intention to mislead us, we will cancel the insurance with immediate effect.
- If it is established that there is fraud, deception or cheating. In that case your insurance will end on the date of the letter in which we notify you of this. You will find more information on this under 1.6 How do we deal with fraud?.

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- provide us with all information of importance for the settlement of the damage;

so, and there is harm to our interests as a result, we will not pay compensation for the damage. Do you have to (or might you have to) cancel your trip? Then you must report this to the office where you booked your trip within three working days;

- provide us with the correct information. This applies both when the insurance is contracted and during the term of the insurance;
- cooperate in the swift and correct settlement of the compensation for damage;
- notify us of all changes that could be of importance to your insurance, such as a relocation, within 14 days;

#### 1.4.1 What if you or a co-insured do not comply with these obligations?

If you or a co-insured do not comply with the obligations, this may be a reason for us to:

- pay less or no compensation for damages;
- recover any compensation paid from you;
- cancel your insurance policy.

#### 1.4.2 What do you declare on contracting an insurance policy?

On contracting this insurance policy, you also declare that in the last eight years before you contracted this insurance policy:

- we or other insurers have not cancelled any of your insurance policies;
- we or other insurers have not refused to contract insurance with you or altered an insurance policy contracted with you;
- we or other insurers have not imposed any limiting or more restrictive conditions or applied or proposed a higher premium to you.

You also declare that in the last eight years before

#### 1.5 What are your obligations?

You and any co-insured(s) are required to:

- take all reasonable action to prevent and limit damage;
- call for medical assistance immediately in the event of an accident and not to neglect to do anything that could promote recovery. This means that you must also be examined by a doctor that we designate, at our expense, if we request this. Furthermore, you must give this doctor all the required information;
- prove the scale and the circumstances of the reported damage;
- report damage to us as soon as possible. If you do not do

## Table of contents

### Guide to the Terms and Conditions

#### Review of cover: what is insured?

#### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

#### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

2	contracting this insurance policy, you have not had contacts with the police or the judiciary in connection with:
2	<ul style="list-style-type: none"><li>· theft, embezzlement, deception, fraud, forgery or attempts at these;</li><li>· injury to other persons, for example through destruction of or damage to property, abuse, blackmail, threats or offences against life or personal liberty, or attempts at these;</li><li>· infringements of the Weapons and Ammunition Act, the Opium Act or the Economic Offences Act;</li><li>· a traffic offence, such as drunk driving, exceeding the speed limit by more than 50 kilometers per hour or driving away after a collision. You also declare that at the time you contracted this insurance policy, no bailiff had seized your property or your income. If you cannot comply with one of the above obligations, you must inform us of this within 14 days of receiving your policy sheet. If we discover later that your information is incorrect, this may mean that you are not entitled to compensation for damages.</li></ul>

#### 1.6 How do we deal with fraud?

By 'fraud', we mean that you deliberately cause harm to us, For example because you:

- do not state honestly what happened;
- change amounts on invoices or receipts;
- claim more than the damages suffered;
- claim for the same damage from different parties;
- conceal information or fail to report changes to us;
- make a new claim for damage after compensation has been refused, telling a different story.

#### What do we do if you commit fraud?

If we discover that you have committed fraud, we will take one or more of the following steps:

- We will charge you for all investigation and other costs and you must repay the compensation you have received.
- We will cancel all insurance policies that you have contracted with us or with other a.s.r. N.V. companies. Our parent company is a.s.r. N.V.
- We will exclude you from future insurance.
- We will record your data in our internal incidents register.
- We will pass on your data to the Central Information System (CIS) Foundation in Zeist. Other financial institutions in the Netherlands can check whether your personal data are recorded here. This is permitted according to the Financial Institutions Incident Warning System Protocol. You will find more information on this at the CIS Foundation website: [www.stichtingcis.nl](http://www.stichtingcis.nl).
- We will pass on your data to the Insurance Fraud Control Centre of the Association of Insurers.
- We will report this to the police.

## Table of contents

Guide to the Terms and Conditions

Review of cover: what is insured?

### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

## 1.7 How do we treat your personal data?

### 1.7.1 We treat your personal data with respect

We only request the personal data that are necessary in order to:

- contract and maintain the insurance policy;
- handle damages;
- inform you about services;
- prevent and control fraud.

We comply with the Financial Institutions Code of Conduct for Processing of Personal Data in that regard. We exchange your damage and insurance details with the CIS Foundation in Zeist and comply with the privacy regulations of this foundation (see [www.stichtingcis.nl](http://www.stichtingcis.nl)). In some cases we record telephone conversations. We use these recordings primarily for training of our employees.

### 1.7.2 What happens with your personal data in the external referrals register?

If we have your personal data included in the External Referrals Register of the CIS Foundation, financial institutions in the Netherlands can see that your personal data are recorded here. This is permitted according to the Financial Institutions Incident Warning System Protocol. Financial institutions use this register to assess the reliability of their business relations. Those who check whether you appear in this register are required to inquire about the reason for your registration with us before any consequences are attached to this.

### 1.7.3 Which address do we use to inform you?

We have informed you correctly according to the law if we send our information to:

- your most recent address known to us;
- your insurance advisor or travel agent.

## 1.8 What do you do if you have a complaint?

If you have a complaint or if you disagree with a decision of one of our employees, please contact us so that we can discuss this. If you cannot reach agreement with our employee, send a letter or an e-mail with your complaint to the management of Europeesche Verzekeringen, PO Box 12920, 1100 AX Amsterdam, the Netherlands, [info@europeesche.nl](mailto:info@europeesche.nl). If we cannot solve your complaint to your satisfaction, you can submit it to the Financial Services Complaints Institute (Kifid), PO Box 93257, 2509 AG The Hague, the Netherlands. This is possible within three months after we have taken a final decision. If you cannot reach agreement with us or the Kifid, you can submit your complaint to the courts.

## 1.9 Which law applies to this contract?

This contract is governed by Dutch law.

Always make copies  
of the notes before you  
send them to the insurer

## Table of contents

### Guide to the Terms and Conditions

### Review of cover: what is insured?

## 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

## 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

2

2

2

# 2 Terms and Conditions for Short-Term Cancellation Insurance

These terms and conditions are a supplement to the Contract Terms and Conditions for Short-term Cancellation Insurance of Europeesche Verzekeringen.

## 2.1 What do we mean by ... ?

**Interruption compensation:** the compensation you receive for each unused day of your trip.

**Cancellation costs:** the full or partial travel costs and/or the administration charges for the booking which you must pay if you cancel a trip that you have booked. The maximum amount for this is the insured sum shown on your policy sheet.

**Serious illness:** an illness that will not be cured without immediate treatment and that may have permanent consequences even with treatment.

**Family members in the first degree:** your spouse or ex-spouse or the spouse or ex-spouse of the person with whom you live and with whom you have a registered partnership or cohabitation contract, parents\*, adoptive parents\*, foster parents\*, stepparents\*, in-laws, children, adopted children, foster children and stepchildren.

**Family members in the second degree:** brothers, sisters, grandparents\*, grandchildren, sons-in-law\*, daughters-in-law\*, brothers-in-law\* and sisters-in-law\*.

**Family members in the third degree:** nephews and nieces (i.e. children of brothers or sisters), uncles\*, aunts\*, great-

grandparents\* and great-grandchildren.

**Family:** the people who live with you in your home and with whom you are travelling. If you travel alone, we also regard you as a family.

**Co-insured:** a person who, like you, is insured on the basis of this insurance policy.

**Unused travel days:** travel days that you have not been able to spend at your destination or in your accommodation due to an unexpected event.

**Accident:** a sudden external violent incident. The injury must be confirmed by a physician. An accident also refers to:

- freezing, drowning, choking or sunstroke;
- starvation, thirst, exhaustion and sunburn caused because you became unexpectedly isolated;
- acute poisoning by a substance other than food, drink or medicine;
- infection by germs through an involuntary fall into water or another substance;
- a wound infection or blood poisoning due to the accident;
- complications and deterioration due to the First Aid that you received after the accident or medically necessary treatment that you received after the accident;
- sudden tearing of muscles or ligaments or the sudden appearance of sprains or dislocations;
- the involuntary ingestion of a substance or object, as a result of which you suffer injury.

We do not regard a hernia or the consequences of an insect bite or insect sting as accidents.

**Trip:** booked travel and/or accommodation.

**Travel companion:** a person with whom you have booked a travel or rental arrangement. This person is named in the booking or reservation form.

**Travel sum:** the total amount that you paid for bookings and reservations for transport and accommodation. The costs that you incur at your destination are not included in the travel sum. These are e.g. tickets for museums or

## Table of contents

### Guide to the Terms and Conditions

### Review of cover: what is insured?

#### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

#### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	12

attractions and excursions.

**Travel sum per day:** everyone's personal travel sum, divided by the total number of travel days.

**Compilation trip:** a trip consisting of parts booked separately from each other. You then, for instance, book the ticket and the accommodation separately. This only concerns travel and/or accommodation that you have booked in advance.

**You/your:** the person who has contracted the insurance policy with Europeesche Verzekeringen and any co-insureds.

**Deputy:** the person who does not travel with you and who replaces or deputizes for you (in a business) when you are away. You must have given us the name of this person and have paid an extra premium for this. \* = \*\* also refers to partners that have the same relationship through a registered partnership and/or cohabitation agreement.

### 2.2 Cancelling your trip

#### 2.2.1 When are you insured?

You are insured for cancellation costs from as soon as you have contracted this cover until the time at which your trip begins.

#### 2.2.2 What are you insured for?

The travel sum, including the surcharges that you have paid (in advance), is insured.

#### 2.2.3 In which cases are you insured?

You are insured for cancellation costs in the following cases:

- You, a family member in the first or second degree or a person who lives in your home dies, becomes seriously ill or is seriously injured in an accident.
- A family member in the third degree dies.
- You or your partner become pregnant and this has direct consequences for the trip that you have booked.

• You, a co-insured, a person who shares your home or a child living at home must undergo a medically necessary intervention.

• Less than 30 days before the start of the trip you unexpectedly find a rental or new estate house. You are also insured if, during your trip, you have to be present for the transfer of your existing home, but only if you have no influence on the delivery or transfer date.

• The person that you were going to stay with during your trip who lives abroad becomes seriously ill, it seriously injured or dies and as a result can no longer have you stay.

• For unexpected medical reasons you cannot have the inoculations that are mandatory for your travel destination.

• Unexpectedly, through no fault of your own, you cannot obtain a visa for your travel destination abroad.

• Through no fault of your own, you lose your permanent job and become unemployed.

• After a period of unemployment, you are offered a job and your new employer does not accept the trip that you have booked, because he needs you to be at work on the days on which your trip is planned. This must involve a job for at least 20 hours per week, for a minimum of six months.

• Your long-term relationship or marriage breaks up. 'Long-term relationship' refers to a relationship with a shared household.

• On the day of your departure you lose your travel documents and immediately report this to the police.

• Your parent(s) or child(ren) unexpectedly needs (need) care urgently, which only you can provide.

• The private vehicle with which you were to make the trip breaks down 30 days before the start of the trip, due to an external problem. The vehicle cannot be replaced or repaired in time. An 'external problem' is e.g. a collision, a storm or theft. This does not include purely mechanical

## Table of contents

### Guide to the Terms and Conditions

#### Review of cover: what is insured?

#### 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

#### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

2

breakdowns and the like.

- You or another insured must be at home, due to material damage to a property, rented house or the company where you or the coinsured person work. All of these events are unforeseen, happen unexpectedly and take place during the term of this insurance policy.

2

#### Will you be travelling with somebody?

If your travel companion cancels the trip for one of the reasons listed in 2.2.3, then we will reimburse your cancellation costs, even if your travel companion is not insured for this.

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#### Is your deputy unavailable?

Have you co-insured a deputy? Then you are entitled to compensation if you cancel your trip because your deputy is unavailable, but only if this happens for one of the following reasons:

- The deputy dies, becomes seriously ill or is seriously injured in an accident.
- The deputy must undergo a medically necessary intervention.
- A family member in the first or second degree or a person who lives in the deputy's home dies, becomes seriously ill or is seriously injured in an accident.
- Your deputy or the deputy's partner faces complications during pregnancy.
- Your deputy must be at home, due to material damage to a property, rented house or the company where he/she works.
- The deputy's live-in partner or one of his/her children living at home must undergo a medically necessary intervention. The policy sheet or booking form will show if you co-insured a deputy.

#### 2.2.4 What is not insured?

Did you contract the insurance more than seven days after booking the trip? And do you have to cancel your trip due to an illness or disorder suffered by you, a family member in the first, second or third degree or a person who shares your home? And did this illness or disorder already occur in the three months before you contracted the insurance? In that case you will receive no reimbursement for your cancellation costs.

#### 2.2.5 What will you be reimbursed?

- We reimburse the cancellation costs, to a maximum of the travel sum, including the surcharges that you have paid (in advance).
- The maximum amount that we reimburse for this is the amount shown on your policy sheet.
- Is the reimbursement intended for more than one insured person? Then each insured person will receive an amount in proportion to their share in the total travel sum.
- The maximum reimbursement for all insureds combined is the reimbursement for four families or nine travel companions (no family members), divided among all the insureds and in proportion to their shares in the travel sum.
- Are you cancelling the booking completely? And have you paid the full travel sum for all insureds as part of a family booking? And are you the only interested party in relation to the reimbursement? Then we will reimburse the cancellation costs to you only.
- Has the travel agency already repaid you part of the travel sum or are you entitled to this? Then we will deduct this amount from our reimbursement. The same applies for any other reimbursements that you have received or to which you are entitled. Only you and the co-insureds are entitled to compensation for damage. If you or a co-insured die, the heirs are entitled to compensation. An heir must always be able to prove that he or she is the heir.

## Table of contents

### Guide to the Terms and Conditions

### Review of cover: what is insured?

## 1. Contract Terms and Conditions for Short-Term Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

## 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	9
2.3 Interrupting your trip	10

### Compilation trip

Is one of the parts of your compiled trip unexpectedly unavailable? Then you are insured for a maximum of the cancellation costs for the other parts. This applies only if the shipper, landlord and/or travel agency do not reimburse the cancellation costs and do not provide for replacements. You can also decide to continue the trip or the accommodation in an adjusted form. In that case we will reimburse the necessary travel and accommodation costs. We will do this to a maximum of the cancellation costs for the other parts that are cancelled. Is part of your trip cancelled because there are not enough participants? In that case you are not insured. Your booking must be guaranteed before the start of your trip. Is the part that is cancelled only an event, such as a concert, course or match? In that case, too, you are not insured.

## 2.3 Interrupting your trip

### 2.3.1 When are you insured?

You are insured throughout the trip. The commencement and end dates for your trip are shown on your policy sheet.

### 2.3.2 In which cases are you insured?

With this cover you are entitled to compensation if you have to return to the Netherlands early during your trip, but this applies only in the following cases:

1. You, a family member in the first or second degree or a person who lives in your home dies, becomes seriously ill or is seriously injured in an accident.
2. A family member in the third degree dies.
3. You or your partner suffer complications during pregnancy.
4. You, your partner or a child living at home must unexpectedly undergo a medically necessary intervention.

5. The person that you were going to stay with during your trip who lives abroad becomes seriously ill, is seriously injured in an accident or dies and, as a result, can no longer have you stay.

6. You must return due to serious damage to your home or the company where you work.

If you or a co-insured are admitted to hospital during the trip for at least one night, you are also entitled to compensation for cancellation costs. Are you entitled to compensation? Then this does not apply for your entire group of travel companions, but for a maximum of one family insured with us, or one co-insured. If you or a co-insured die, all insureds are then entitled to this cover.

### Will you be travelling with somebody?

If your travel companion cancels the trip for one of the reasons listed in 2.3.2, we will reimburse your cancellation costs, even if your travel companion is not insured for this.

### Is your deputy unavailable?

Have you co-insured a deputy? Then you are entitled to compensation if you interrupt your trip because your deputy is unavailable, but only if this happens for one of the following reasons:

- The deputy dies, becomes seriously ill or is seriously injured in an accident.
- The deputy must undergo a medically necessary intervention.
- A family member in the first or second degree or a person who lives in the deputy's home dies, becomes seriously ill or is seriously injured in an accident.
- Your deputy or the deputy's partner faces complications during pregnancy.
- Your deputy must be at home, due to material damage to a property, rented house or the company where he works.
- The deputy's live-in partner or one of his/her children living at home must undergo a medically necessary

## Table of contents

### Guide to the Terms and Conditions

#### Review of cover: what is insured?

##### 1. Contract Terms and Conditions for Short-Term

###### Cancellation Insurance

1.1 What do we mean by ...?	4
1.2 What are the conditions for compensation for damage?	4
1.3 When does your insurance start and end?	5
1.4 What do you need to know about the premiums?	6
1.5 What are your obligations?	6
1.6 How do we deal with fraud?	7
1.7 How do we treat your personal details?	8
1.8 What should you do if you have a complaint?	8
1.9 Which law applies to this contract?	8

###### 2 Conditions for Short-Term Cancellation Insurance

2.1 What do we mean by ...?	9
2.2 Cancellation of your trip	10
2.3 Interrupting your trip	12

2

intervention. The policy sheet or booking form will show if you co-insured a deputy.

2

If you are entitled to this cover, this does not apply to your entire group of travel companions, but for a maximum of one family insured with us, or one travel companion insured with us.

2

###### 2.3.3 What is not insured?

Did you contract the insurance more than seven days after booking the trip? And do you have to cancel your trip due to an illness or disorder suffered by you, a family member in the first, second or third degree or a person who shares your home? And did this illness or disorder already occur in the three months before you contracted the insurance? In that case you will receive no reimbursement for your cancellation costs.

###### 2.3.4 What will you be reimbursed?

Did you have to interrupt your trip early and did you actually return early? Then you are entitled to compensation for the unused travel days. Are you entitled to compensation because your travel companion was admitted to hospital? Then each night in the hospital counts as an unused travel day.

You are entitled to compensation on the basis of a travel sum for each day. For this, we divide everyone's personal travel sum by the total number of travel days. We reimburse only full days. We deduct the amounts that have already been refunded to you from the compensation.

###### 2.3.5 When do you receive no compensation?

If we repatriated you on the basis of a travel insurance policy when you were not entitled to this in accordance with the conditions of that travel policy, you also have no entitlement to compensation for the cancellation costs.



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