

**General Conditions  
Cancellation Insurance**

**311.501  
01-06**

This is a literal translation of the Dutch version of these conditions, the latter being the only binding of disputes arising.

Classification of the conditions per clause

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**Summary of cover**

	<b>Cancellation *</b>	<b>Guarantee Cancellation *</b>
	cost price	cost price
<b>Cancellation costs</b>		
<b>Unused travel days</b>		
- delayed departure, longer than 8 hours	travel sum per day, max. 3 days	travel sum per day, max. 3 days
- hospitalisation	travel sum per day	travel sum per day
- returning early	travel sum per day	100% share in the travel sum

\* depending on the cover chosen

**1 Definitions**

In the policy and conditions, the following terms will have the meanings given below:

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

**1.2 insured person:** the person mentioned in the policy. This does not include persons who have been informed by the Europeesche that she will no longer provide them with travel insurance.

**1.3 family:** co-travelling household members. An insured person travelling without household members is also regarded as a family.

**1.4 travel companion:** a person mentioned on the booking/reservation form, but who is not mentioned in the policy.

**1.5 trip:** booked transport and/or accommodation.

**1.6 travel sum:** the total amount owed in advance and/or total amounts paid for bookings and reservations for transport and/or accommodation. This does not include the costs incurred at the destination, such as the costs of daytrips, excursions and suchlike.

**1.7 cancellation costs:** (partial) travel sum and transfer costs owed in the event of cancellation.

**1.8 unused travel days:** travel days which the insured person could not spend at the destination, including the accommodation in which he was supposed to stay, due to unforeseen circumstances.

**1.9 travel sum per day:** each person's personal travel sum divided by the total number of travel days. Unless stated otherwise, payment is only made for whole days, minus refunds and suchlike.

**1.10 caretaker:** the person whose name is given on the policy schedule or on the booking/reservation form for the trip and whose details were given to the Europeesche in advance.

**1.11 composite trip:** a trip consisting of individual parts which have been booked separately (such as tickets and accommodation).

**1.12 premium:** premium, costs and insurance premium tax.

**2 Period of validity of the insurance**

**2.1** The insurance is valid from the date on which the policy is issued up to and including the final day of the trip as given in the policy.

**2.2** Cover commences on payment of the premium and ends on the final day of the trip as given in the policy.

**3 Period of validity of the cover**

The following applies within the period of validity of the insurance:

**3.1** the cover for cancellation costs commences as soon as the trip is booked and ends when the trip starts;

**3.2** the cover for unused travel days is valid from the time the trip commences up to and including the final day of the trip.

**4 Premium**

**4.1 payment**

The insured person is obliged to pay the premium before the commencement of the insurance.

**4.2 refund**

The insured person is not entitled to a refund of the premium, unless the trip is cancelled by the travel company.

**5 Area of cover**

The insurance is valid throughout the world.

**6 Cover for cancellation costs**

**6.1** Payment will be made for cancellation costs resulting from an uncertain event as defined in 6.1.1 to 6.1.15. All insured persons are entitled to payment up to the maximum amount referred to in 8.1.

**6.1.1** Should the insured person die, fall seriously ill or sustain serious accident injuries.

**6.1.2** Should family members once or twice removed or members of the house-hold of the insured person die, fall seriously ill or sustain serious accident injuries.

**6.1.3** Should the insured person or the partner of the insured person be pregnant.

**6.1.4** In the case of material damage (damage to goods/corporeal objects) to the property of the insured person, his rented accommodation or the business where he works as a result of which his presence is urgently required.

**6.1.5** Should the insured person unexpectedly get rented accommodation or should a house purchase unexpectedly go through, however not where this takes place more than 30 days prior to the start or more than 30 days after the end of the trip.

**6.1.6** In the case of unexpected necessary medical intervention which the insured person, his partner or a child living with him must undergo.

**6.1.7** Should a person living abroad die, fall seriously ill or sustain serious accident injuries, which means that the insured person can no longer stay with such person as planned.

**6.1.8** Should the insured person, on the advice of his doctor, be unable to get the vaccinations required for the trip.

**6.1.9** Should the insured person become unemployed after having been in permanent employment as a result of a forced dismissal.

**6.1.10** Should an unemployed insured person receiving unemployment benefit accept a job of at least 20 hours per week for a period of at least six months or for an indefinite period of time, and be required to report for work at the time of the trip.

**6.1.11** Should the marriage of the insured person break down irretrievably and divorce proceedings are instituted as a result. The dissolution of a cohabitation contract laid down in a notarial deed is regarded as being equivalent to the irretrievable breakdown of a marriage.

**6.1.12** Should the insured person unexpectedly be unable to get a required visa through no fault of his own.

**6.1.13** Should the private vehicle with which the trip abroad was supposed to have been made become unusable as a result of an external calamity within 30 days prior to the start of the trip. This does not include breakdown, mechanical failure and suchlike.

**6.1.14** Should a family member once removed fall ill or sustain accident injuries (or should an existing illness or existing accident injuries become more serious) and urgently require the care of the insured person and no-one other than the insured person is able to provide this care.

**6.1.15** In the event of the loss or theft of the travel documents of the insured person required for the trip on the day of departure. The insured person is obliged to report this immediately to the police and to submit proof of this.

**Travel companion**

**6.2** Payment will be made for cancellation costs if the insured person cancels a trip as a result of an event referred to in 6.1.1 to 6.1.15 which has happened to a travel companion. Payment will only be made if this travel companion has his own cancellation insurance and has received a payment pursuant to such insurance. All insured persons are entitled to a payment up to the maximum amount referred to in 8.1.

**Caretaker**

**6.3** Payment will be made for cancellation costs if the caretaker is unable to fulfil his duties as a result of an uncertain event referred to in clause 6.1.1 to clause 6.1.6 (wherever the term 'insured person' is used in these clauses, read 'caretaker'). This cover is only valid if the name of the caretaker was given to the Europeesche and the relevant premium was charged in respect of the caretaker. All insured persons are entitled to a payment up to the maximum amount referred to in 8.1.

**Composite trip**

**6.4** Payment will be made for cancellation costs if one of the parts of the composite trip is unexpectedly cancelled, provided that these costs are not reimbursed by the lessor/hire company and/or travel company and no replacement can be offered. This cover is only valid if the relevant premium was charged for this. All insured persons are entitled to a payment.

**7 Cover for unused travel days**

**7.1 Delayed departure**

Payment will be made on the basis of the travel sum per day where the departure from the Netherlands or arrival at the first destination of the trip of the aeroplane, bus, train or boat is unexpectedly delayed. This cover is only valid for trips longer than 3 days. The delay must be at least 8 hours long. In the case of a delay of between 8 and 20 hours, payment will be made for 1 day, in the case of a delay of between 20 and 32 hours, for 2 days and in the case of a delay of longer than 32 hours, for 3 days. Departure from an airport within a radius of 100 km from the Dutch border is considered equivalent to departure from within the Netherlands. All insured persons are entitled to a payment.

**7.2 Hospitalisation**

**7.2.1** Payment will be made on the basis of the travel sum per day if the insured person is unexpectedly hospitalised during the trip (at least 1 overnight stay). Each overnight stay in the hospital during the booked trip counts as 1 unused travel day. The insured person affected, family members insured with the Europeesche and one travel companion insured with the Europeesche are entitled to payment.

**7.2.2** If the category Guarantee Cancellation is covered, payment will be made on the basis of 100% of the travel sum if the insured person is unexpectedly hospitalised during the trip and he cannot, for medical reasons, be repatriated during the original period of the trip. The insured person affected, family members insured with the Europeesche and one travel companion insured with the Europeesche are entitled to payment insofar as they cannot return during the original period of the trip.

**7.2.3** Payment will be made on the basis of the travel sum per day if a travel companion is unexpectedly hospitalised during the trip as stipulated in 7.2.1. Payment will only be made if this travel companion has his own cancellation insurance and if he has received a payment pursuant to such insurance. A family or one travel companion insured with the Europeesche is entitled to payment.

### **7.3 Returning early**

**7.3.1** Payment will be made for the travel sum per day or on the basis of 100% of the travel sum (depending on the cover stipulated in the policy) should it be necessary to return to the place of residence in the Netherlands early as a result of an uncertain event referred to in 7.3.2 to 7.3.7. The insured person affected, family members insured with the Europeesche and one travel companion insured with the Europeesche are entitled to payment insofar as they also return early. Only where the insured person dies will all insured persons be entitled to payment, insofar as they also return early, up to the maximum amount referred to in 8.1.

**7.3.2** Should the insured person die, fall seriously ill or sustain serious accident injuries.

**7.3.3** Should family members once or twice removed or members of the household of the insured person die, fall seriously ill or sustain serious accident injuries.

**7.3.4** In the event of complications with the insured person's or the insured person's partner's pregnancy.

**7.3.5** In the case of material damage (damage to goods/corporeal objects) to the property of the insured person, his rented accommodation or the business where he works as a result of which his presence is urgently required.

**7.3.6** In the case of unexpected necessary medical intervention which the insured person, his partner or a child living with him must undergo.

**7.3.7** Should a person living abroad die, fall seriously ill or sustain serious accident injuries, which means that the insured person can no longer stay with such person as planned.

### **Travel companion**

**7.4** Payment will be made for the travel sum per day or on the basis of 100% of the travel sum (depending on the cover stipulated in the policy) if the insured person cuts short a trip as a result of an event referred to in 7.3.2 to 7.3.7 which has happened to a travel companion. Payment will only be made if this travel companion has his own cancellation insurance and has received a payment pursuant to such insurance. A family or one travel companion insured with the Europeesche is entitled to payment insofar as they also return early. Only where the travel companion dies will all insured persons be entitled to payment, insofar as they also return early, up to the maximum amount referred to in 8.1.

### **Caretaker**

**7.5** Payment will be made for the travel sum per day or on the basis of 100% of the travel sum (depending on the cover stipulated in the policy) if a caretaker is unable to carry out his duties as a result of an uncertain event referred to in clause 7.3.2 to clause 7.3.6 (wherever the term 'insured person' is used in these clauses, read 'caretaker'). This cover is only valid if the name of the caretaker was given to the Europeesche and the relevant premium was charged in respect of the caretaker. The insured person affected, family members insured with the Europeesche and one travel companion insured with the Europeesche are entitled to payment insofar as they also return early.

## **8 Maximum payment**

**8.1** The maximum payment for all insured persons together will be no more than the payment for 4 families or 9 travel companions (who are not family members), divided among all insured persons in proportion to each one's share in the travel sum.

**8.2** Payment will be made subject to the deduction of any refunds.

**8.3** In total, the payment will never be more than 100% of each person's share in the travel sum.

**8.4** In the case of trips longer than 60 days, payment from the 61st day onwards will always be made on the basis of the travel sum per day.

## **9 General exclusions**

**9.1** No payment will be made if the insured person or party concerned:

**9.1.1** has given false information and/or misrepresented the facts. In such a case, the right to payment will lapse in respect of the entire claim, even for those parts in respect of which no false information has been given and/or no facts have been misrepresented.

**9.1.2** has failed to fulfil one or more of the policy obligations and has thereby harmed the interests of the Europeesche. Any right to payment will also lapse if the insured person or party concerned has failed to fulfil the obligations referred to under clause 10.2 with the intention of deceiving the Europeesche, unless such deception does not justify the lapsing of the right.

**9.2** No payment will be made for a claim as a result of an event:

**9.2.1** directly or indirectly related to:

- acts of war, which is to be understood to mean armed conflict, civil war, revolt, internal civil commotion, riots and mutiny. The six forms of acts of war referred to above, as well as the definitions of these, form an integral part of the text filed by the Dutch Association of Insurers on 2 November 1981 at the office of the District Court in The Hague
- nuclear reactions, which is to be understood to mean any nuclear reaction resulting in the release of energy
- seizure and confiscation
- knowingly and willingly being present at a skyjacking, hijacking, strike or terrorist act

**9.2.2** which has arisen or been made possible as a result of intentional acts or omissions or deliberate or unintentional recklessness or deliberate or unintentional negligence on the part of the insured person or party concerned

**9.2.3** which is directly or indirectly related to the (attempted) suicide of the insured person

**9.2.4** in respect of or as a result of participation in or the commission of a criminal offence, or an attempt to do so

**9.2.5** which is related to an illness, disorder or abnormality from which the insured person, family members once or twice removed or members of his household was/were suffering or which resulted in symptoms during the period of 3 months prior to the date on which the insurance was taken out. This exclusion only applies if the insurance was taken out later than 7 days after the booking date.

## **10 Obligations in the event of loss, damage or injury**

**10.1** The insured person or party concerned is obliged:

**10.1.1** to do all that is reasonably possible to prevent, reduce or limit the loss, damage or injury

**10.1.2** to immediately call in medical assistance in the event of an accident or illness and to do everything possible to promote recovery. The insured person is also obliged to undergo an examination by a doctor appointed by the Europeesche on the request and at the expense of the Europeesche, and to provide such doctor with all requested information

**10.1.3** to cooperate with the Europeesche in full, to provide information truthfully and to refrain from doing anything that could harm the interests of the Europeesche

**10.1.4** to provide proof of the circumstances that have led to a request for payment

**10.1.5** to submit original supporting documents

**10.1.6** to cooperate in the event of recourse against third parties, possibly by assigning claims, and in granting the necessary authorisations

### **REPORTING METHOD**

**10.2** The insured person or the party concerned is obliged:

**10.2.1** should an event occur as a result of which the trip is or may have to be cancelled, to report this to the office where the trip was booked immediately and no later than within 3 working days of the event

**10.2.2** to report an application for payment to the Europeesche as quickly as is reasonably possible, but no later than within 6 months of the end of the event, by submitting a completed and signed claim form.

**10.3** Notifications made by means of reports as referred to in 10.2.1 and 10.2.2 will also be used to determine the loss or damage and the right to payment.

## **11 Claim settlement**

The Europeesche is charged with settling claims, or arranging for these to be settled, partly on the basis of the information and details provided by the insured person.

## **12 Double insurance**

If, had this insurance not existed, payment could have been claimed on the basis of any other insurance, regardless of whether or not this was concluded at an earlier date, or on the basis of any law or other provision, this insurance will only be valid as a last resort. In such a case, only that loss which exceeds the amount which the insured person could claim elsewhere will qualify for payment.

## **13 Entitled party**

**13.1** Only the insured person is entitled to payment. If the insured person has died, the natural person(s) who is/are his heir(s) will also be entitled to payment. An heir must always submit a certificate of inheritance.

**13.2** Payment will be made to a single insured person (unless other insured persons have objected to this in writing to the Europeesche before payment is made), or to the party who brokered the insurance.

## **14 Period of limitation for right to payment**

Should the Europeesche have made its final position in respect of a claim known in writing, then any right vis-à-vis the Europeesche in respect of the claim in question will lapse after 6 months. This period will commence on the day on which the Europeesche sent the notification in question.

## **15 Address**

Notifications by the Europeesche to the insured person will be made in a legally valid manner to his last known address or to the address of the party who brokered the insurance.

## **16 Disputes/complaints**

Disputes and/or complaints which arise from this insurance agreement may be submitted to:

**16.1** the management board of Europeesche Verzekeringen, Postbus 12920, 1100 AX Amsterdam-ZO

**16.2** the Dutch Complaints Institute for the Insurance Industry, [*Stichting Klachteninstituut Verzekeringen*], Postbus 93560, 2509 AN The Hague

**16.3** the competent court in the Netherlands at the choice of the insured person or party concerned.

This agreement is subject to Dutch law.

## **17 Recording personal data**

Personal data is requested during an application for insurance / a financial service.

This data is processed by the Europeesche for the purpose of entering into and executing agreements; to carry out marketing activities; to prevent and combat fraud vis-à-vis financial institutions; for statistical analysis and to enable the Europeesche to comply with statutory obligations. The code of conduct "Data Processing by Financial Institutions" applies to the processing of personal data. A consumer brochure with information on this code of conduct is available from the Europeesche or can be viewed via [www.europeesche.nl](http://www.europeesche.nl). The full text of the code of conduct can be viewed via the website of the Dutch Association of Insurers, [www.verzekeraars.nl](http://www.verzekeraars.nl). Contact your insurance advisor for further information.

## **18 Terrorism cover clause**

The 'Terrorism Cover Clauses Sheet of the Dutch Reinsurance Company for Loss, Damage or Injury resulting from Terrorism' [*Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.*] applies to this insurance. This clauses sheet was sent to you on 15 July 2003 as an enclosure to a letter sent to all addresses in the Netherlands. We will send a further copy to you on request, free of charge. You can also view the text via [www.terrorismeverzekerder.nl](http://www.terrorismeverzekerder.nl) or [www.europeesche.nl](http://www.europeesche.nl).