



Terms and Conditions Short-term Cancellation Insurance

This is a direct translation of the Dutch version of these terms and conditions, the Dutch version being the only binding if disputes arise.

1 Definitions

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

- 1.1 **Insurer:** N.V. Schadeverzekering-Maatschappij Bovemij.
- 1.2 **RecreatieVerzekeringen.nl:** is the broker where you have taken out the insurance.
- 1.3 **Insured person:** the person mentioned in the booking/reservation form and his / her travel companions.
- 1.4 **Travel companion:** a person mentioned on the booking/reservation form, but who is not mentioned in the policy.
- 1.5 **Family:** co-travelling household members. An insured person travelling without household members is also regarded as a family.
- 1.6 **Rental sum:** the total amount owed and/or total amounts paid for bookings and reservations for accommodation. This does not include the costs incurred at the destination, such as the costs of daytrips, excursions and suchlike.
- 1.7 **Rental period:** period for which the accommodation has been booked
- 1.8 **Cancellation costs:** (partial) travel sum and transfer costs owed in the event of cancellation.
- 1.9 **Unused travel days:** holidays which the insured person could not spend at the accommodation in which he was supposed to stay, due to unforeseen circumstances.
- 1.10 **Rental sum per day:** each person's personal rental sum divided by the total number of travel days. Unless stated otherwise, payment is only made for whole days, minus refunds and suchlike.
- 1.11 **Premium:** premium, costs and insurance premium tax.
- 1.12 **Accident:** With an accident we mean a sudden force from outside. This must be unforeseen, unexpected and unintended. A death, permanent disability or the damage caused by the accident must be a direct and direct consequence of this force.

2 Period of validity of the insurance

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

3 Period of validity of the cover

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

- 3.1 Coverage begins after payment of the premium and ends on the end date of the policy.
- 3.2 The cover for cancellation costs commences as soon as the trip/accommodation is booked and ends when the rental period starts;
- 3.3 The cover for unused travel days is valid from the time the rental period commences up to and including the final day of the rental period.

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 rental is cancelled by the recreation company.

5 Area of cover

The insurance is valid in Europe.

6 Cover for cancellation costs

- 6.1 Payment will be made for cancellation costs resulting from an unexpected event as defined in 6.1.1 to 6.1.12. All insured persons are entitled to payment up to the maximum amount referred to in 8.1.
- 6.1.1 Death, serious illness or serious accident of the insured.
- 6.1.2 Death, serious illness or serious accident of family members in the 1st or 2nd degree or of housemates of the insured.
- 6.1.3 Pregnancy complications or an expected delivery in case the trip was booked before the pregnancy of the insured or partner.

- 6.1.4 Material damage (damage to goods/ objects) to the property of the insured person, his rented accommodation or the business where he works for 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 rental period.
- 6.1.6 Unexpected necessary medical intervention which the insured person, his partner or a child living with him must undergo.
- 6.1.7 Should the insured person become unemployed after having been in permanent employment as a result of a forced dismissal.
- 6.1.8 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 rental period.
- 6.1.9 Final disruption of the insured's marriage, for which a divorce procedure has been initiated. The initiation of a divorce procedure is equated with the dissolution of a notarised co-habitation contract.
- 6.1.10 The loss of the private means of transport that the insured would use to make the trip, due to an external calamity, within 7 days before the start of the rental period. Breakdown, mechanical failure and the like are not covered here.
- 6.1.11 (aggravation of an existing) illness or accident of a relative in 1st degree, who therefore urgently needs care from the insured and no one other than the insured can provide this care.
- 6.1.12 Loss or theft of insured person's travel documents required for the trip on the day of departure. The insured person is obliged to report this immediately to the police and to present the proof.

7 **Cover for unused travel days**

7.1 **Delayed departure**

Where the departure to the Netherlands of aeroplane, bus, train or boat is unexpectedly delayed causing an arrival after the start of the rental period, payment will be made on the basis of the travel sum per day. 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. Entitlement to benefits exists for all insured persons with a maximum as referred to in Article 8.1.

7.2 **Hospitalisation**

Payment will be made on the basis of the rent per day if the insured is unexpectedly admitted to hospital during the rental period (at least 1 night). Every overnight stay in the hospital during the rental period counts as one unused day. Entitlement to payment exists for the person insured, family members insured with the insurer and one travel companion insured with the insurer with a maximum as referred to in Article 8.4.

7.3 **Returning early**

7.3.1 Payment is granted for the rent per day in case of premature return to the place of residence as a result of an uncertain event as mentioned in 7.3.2 up to and including 7.3.6. Entitlement to payment consists of insured person insured, family members insured with the insurer and one travel companion insured with the insurer with a maximum as referred to in Article 8.4, insofar as they also return prematurely. Only in the event of death of the insured person there is a right to payment for all insured persons insofar as they also return prematurely, with a maximum as referred to in Article 8.1.

7.3.2 Passing away, serious illness or serious accident of the insured.

7.3.3 Passing away, serious illness or serious accident of family members in the 1st or 2nd degree or of housemates of the insured.

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/ objects) to the property of the insured person, his rented accommodation or the business where he works for 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.

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.

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 insurer. 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 insurer, 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:

- molestation, which includes armed conflict, civil war, uprising, domestic riots, riots and mutiny. The six forms of molestation mentioned, as well as their definitions, form part of the text filed by the Association of Insurers on 2 November 1981 at the Registry of the District Court in The Hague.
- Nuclear reaction, which is understood to mean any nuclear reaction in which energy is released.
- Confiscation of goods.
- knowingly and willingly attending hijacking, hi-jacking, 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 intentional 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 in 1st or 2nd degree 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 insurer on the request and at the expense of the insurer, and to provide such doctor with all requested information.

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

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 insurer as quickly as is reasonably possible, but no later than within 1 month of the end of the event, by submitting a completed and signed claim form to www.RecreatieVerzekering.nl.

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 insurer 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 taken out 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 insurer before payment is made), or to the party who brokered the insurance.

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

14.1 If Recreatieverzekeringen.nl or the insurer has made a definitive position known in writing with respect to a claim, then all rights against Recreatieverzekeringen.nl or the insurer in respect of the relevant claim will lapse after 6 months. This period commences on the day on which Recreatieverzekeringen.nl or the insurer sends this message.

15 Address

15.1 Notifications by Recreatieverzekeringen.nl or the insurer to the insured will legally be made to the address last known to Recreatieverzekeringen.nl or the insurer.

16 Disputes/complaints

Any disputes and/or complaints arising from this insurance contract may be submitted to:

16.1 The Bovemij management, P.O. Box 7110, 6503 GP Nijmegen.

16.2 Kifid, Klachteninstituut Financiële Dienstverlening (complaints organisation for financial services), P.O. Box 93257, 2509 AG The Hague.

16.3 The competent court in the Netherlands at the choice of policyholder or the party concerned.

16.4 What can you do when you have a complaint about your insurance?

We make every effort to serve you the best we can. Yet, sometimes things do not work out according to plan. If that is the case, you may submit a complaint via the complaints form that you will find on our website. The information on the website also tells you how our complaints procedure works. If you prefer the procedure on paper, you may request this via our www.bovemij.nl or (024) 751 21 31. The complaint form can be completed and submitted on our website www.bovemij.nl. If your complaint has not been resolved to your satisfaction after processing, you can appeal to our dispute resolution procedure. Article 16.5 'How the dispute resolution procedure works' tells you what you must do in that case and what you can expect from us.

Complaints about private insurance can be submitted within three months to Stichting Klachteninstituut Financiële Dienstverlening (KiFiD), P.O. Box 93257, 2509 AG The Hague. More information about the foundation can be found on www.kifid.nl. This option only applies to complaints related to private matters. Alternatively, you may directly submit your complaint to a competent court. Following our complaints procedure is not compulsory.

16.5 How does the dispute resolution procedure work?

We are obliged to send you a written and substantiated point of view if we disagree with you on the interpretation and application of these terms and conditions, and also about whether or not an event is insured. A written and substantiated objection can be lodged by you within two months after the date of our letter or e-mail. We must then respond with a substantiated letter within two months upon receipt of your objection. Your objection can be submitted by e-mail to klachten@bovemij.nl, or sent to Bovemij, for the attention of the Complaints Coordinator, P.O. Box 7110, 6503 GP Nijmegen. If you should still have a different opinion after our reaction, you can let us know within one month after the date of our last letter that you wish to submit the case to a lawyer. The choice of the lawyer will be made in consultation with you. We will reimburse the costs of the lawyer's advice and agree in advance with the lawyer's advice. If you do not agree with the lawyer's advice, you may submit the case to the court.

Dutch law applies to this agreement.

17 Registration of personal data

When you apply for or change your insurance policy, we ask you for personal details regarding:

- taking out and executing the insurance.
- managing the relationships after the conclusion of the insurance.
- fulfilling statutory obligations.
- guaranteeing the safety and integrity of the financial sector.
- making statistical analyses.

The 'Code of Conduct on the Processing of Personal Data by Financial Institutions' applies to the processing of personal data. The full text of the code of conduct can be found on the website of the Dutch Association of Insurers. Please go to www.verzekeraars.nl. You can also obtain the code of conduct from the Dutch Association of Insurers.

For the implementation of a responsible acceptance risk and fraud policy, we can view and record data about you and your insurance policies in the central information system (CIS) of the insurance companies operating in the Netherlands. You can find more information on www.stichtingcis.nl, including the privacy regulations of Stichting CIS.

18 How do we deal with fraud?

In fraud situations, one or more of the following measures are taken:

- we refuse the requested insurance.
- all insurance policies that you have with us will be cancelled.
- you will be excluded from future insurances.
- any premium paid will not be refunded to you.
- damage will not be reimbursed.
- damage already paid will be claimed back.
- incurred costs (of research) will be claimed back.
- we will report you to the police.
- we pass on your details to the 'Centrum Bestrijding Verzekeringcriminaliteit van het Verbond van Verzekeraars (Centre for Combatting Insurance Crime of the Dutch Association of Insurers).

- we report the fraud to the Stichting CIS (Central Information System Foundation). Other financial institutions in the Netherlands can check whether your personal data appear in this system. More information can be found on www.stichtingcis.nl.
- any other legally permitted measures.

Fraud means that you deliberately cause us a loss. This is the case if you deliberately provide us with incorrect or incomplete information when applying for or amending the insurance, during the term of the insurance or in case of damage.

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Terrorism-coverage clause

The 'Clausuleblad terrorismedekking bij de Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.' (Clause Sheet on Terrorism Coverage with the Dutch public Reinsurance Company for Terrorism Damage) is applicable to this insurance. If requested, we will send it to you again (free of charge). The text can also be viewed via www.terrorismeverzekerder.nl.

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Sanctions and/or trade restrictions

20.1

At commencement of the insurance

The insurance contract will not be concluded if you or another party concerned are on a national or international sanctions list, which will be assessed by us afterwards. That is why a 'suspensive condition' applies. We carry out the assessment as soon as possible. If you or another party concerned are not on a sanctions list, the agreement will be valid from the effective date stated in the policy sheet. If a person is included in a sanctions list, we inform the applicant about this in writing. We will do this in any case within thirty days after we have sent the policy.

The suspensive condition is:

The agreement is only concluded if sufficient information is available and the assessment does not show that, on the basis of sanctions law or financial services regulations, it is not allowed to provide financial services on behalf of or for the benefit of the following persons:

- policyholder, insured persons, co-insured persons and other (legal) persons who could benefit from the existence of the agreement;
- representatives and authorised person of the policyholder's company;
- ultimately financial stakeholders at the policyholder's company.

20.2

During the term of the insurance

The insurance contract cannot be enforced if you or another interested party are on a national or international sanctions list. We regularly check whether our clients or other stakeholders are not adopted in a sanctions list. The insurance contract can be maintained as long as it does not show that provision of financial services is not allowed on behalf of or for the benefit of the following persons on the basis of sanctions law or regulation:

- policyholder, insured persons, co-insured persons and other (legal) persons who could benefit from the existence of the agreement;
- representatives and authorised persons of the policyholder's company;
- ultimately financial stakeholders at the policyholder's company.

We do not compensate any damage if we would act in violation of sanctions law or regulations prohibiting us from providing coverage or paying out damage. The damage or interests of persons, companies, governments or other entities that we are not allowed to insure according to national or international law and/or regulations are not insured either.

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Telephone calls are recorded

We make recordings of the telephone conversations we have with you. This allows us, where necessary, to determine afterwards what agreements we have made with you.

We also use the recorded telephone calls for training purposes for our employees. The recordings are not used for any other purpose.

