

europesche  
verzekeringen

40° 44' 16" N 73° 59' 30" W  
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Terms and Conditions

# Business Travel Insurance Group

*This is what you can expect from us*

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## This is what you can expect from us

Please find enclosed the terms and conditions for our Business Travel Insurance Group policy. It is important that you know what your insurance does and does not cover, and what else you can expect from us. That is why we recommend that you and your employees read the terms and conditions carefully.

With Business Travel Insurance Group from the Europeesche, you will set out on your trip with good cover. Some tips and recommendations before you travel on business are presented below. Read these tips so you will know what to do in case of breakdowns, illness or other unexpected situations.

### The Europeesche Help Line for assistance during your trip

If something goes wrong during your business trip, you can call the Europeesche Help Line 24 hours a day on **+31 20 65 15 777**. Save this number in your mobile telephone. Or download our Hulp op Zak app. This will allow you to contact the emergency centre easily.

In any event, phone the Europeesche Help Line straight away if:

- you are admitted to hospital;
- you have an accident or illness;
- you have an early return;
- you encounter breakdown of your means of transportation;
- you incur unexpected extra travel and/or accommodation expenses..

We would be happy to assist you. That is why it is important that you have the following information to hand when you phone us. Before you phone, always note the name of the city or town you are phoning from and the telephone number on which you can be reached. Also keep your insurance card handy.

### Also for medical assistance while travelling

Do you need a doctor? Phone the Europeesche Help Line. We will refer you to a reliable doctor. Always ask the doctor for a bill which specifies all the costs separately.

### Medical expenses

Submit medical bills to your health insurer first. You will then receive an overview in which your health insurer indicates what costs it does and does not reimburse. You then send this overview to us. We reimburse the costs that your health insurer does not. Does your medical insurer apply a mandatory excess? In that case we reimburse that as well. By first submitting your bills to your health insurer, you can be certain that your excess is up to date. By doing this, you can avoid having to pay these costs as yet at a later date. Would you rather submit your bills directly to us? You can. In that case we will contact your health insurer. Always make copies of the bills before you send them to your insurer.

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## **Theft or loss of luggage during your trip**

If your baggage becomes lost or stolen, report this to the local police immediately and ask for a written record of that report. Always report this to your tour guide or the hotel as well. Did the damage or loss occur during transport?

Ask for a written statement from the carrier straight away. Airlines have a special form for this: the 'Property Irregularity Report'.

### **Always bring your credit card with you**

A credit card is often essential when you are travelling. Do you want to rent a (replacement) car while you are away, for example? Then you will usually need a credit card.

### **If you wish to cancel**

Do you want to cancel your trip? Did you take out cancellation insurance with us? Then contact the office where you booked your trip as soon as possible. In any event, do this within three days after you became aware of the reason for cancellation. Have you been ill or have you had an accident? Then ask your doctor or medical specialist if he/she thinks that your trip can go ahead. You should also ask this if your departure date is still far off.

### **How to file a claim**

You can file a claim for compensation online via [www.europeesche.nl/klantenservice/schademelden](http://www.europeesche.nl/klantenservice/schademelden).

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# Guide to the Terms and Conditions

*You have contracted a Business Travel Insurance Group 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 policy sheet** states what you are insured for. This differs per type of insurance: Personal Package, Office Europe, Office World, Field & Factory Europe of Field & Factory World. It may also be the case that you composed the insurance yourself. All the choices you make are shown on your policy sheet.

**The list of cover provides** a summary overview of the insured amounts that apply to the various covers.

Chapter 1 then provides you with our **General Contract Terms and Conditions for Our Continuous Insurance**.

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 do not inform us correctly or incompletely, and where you can send complaints.

Chapter 2 includes our **Terms and conditions for Our Business Travel Insurance Group**. It includes all the elements you can choose for this insurance. For each element you can see what is covered by the insurance, what the conditions are, and what compensation we offer.



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# Cover per Type of Insurance

Office Europe	Office World
<ul style="list-style-type: none"> <li>- Personal assistance</li> <li>- Medical costs</li> <li>- Luggage up to €3,000</li> <li>- Assistance and rental of means of transport</li> <li>- Cancellation (optional)</li> </ul>	<ul style="list-style-type: none"> <li>- Personal assistance</li> <li>- Medical costs</li> <li>- Luggage up to €5,000</li> <li>- Assistance and rental of means of transport</li> <li>- Legal assistance</li> <li>- Wilful damage</li> <li>- Cancellation (optional)</li> </ul>
Field & Factory Europe	Field & Factory World
<ul style="list-style-type: none"> <li>- Personal assistance</li> <li>- Medical costs</li> <li>- Luggage up to €3,000</li> <li>- Assistance and rental of means of transport</li> <li>- Legal assistance</li> <li>- Cancellation (optional)</li> </ul>	<ul style="list-style-type: none"> <li>- Personal assistance</li> <li>- Medical costs</li> <li>- Luggage up to €5,000</li> <li>- Assistance and rental of means of transport</li> <li>- Legal assistance</li> <li>- Accidents - death</li> <li>- Accidents - permanent disability</li> <li>- Wilful damage</li> <li>- Cancellation (optional)</li> </ul>
Personal Package – a custom insurance composed by yourself.	

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# List of Cover: What Is Insured?

	Personal Package	Office Europe	Office World	Field & Factory Europe	Field & Factory World
<b>Insurance area</b>	see policy sheet	Europe	World	Europe	World
<b>Maximum travel duration</b>					
Number of consecutive days of travel per trip	365 days	365 days	365 days	365 days	365 days
Number of consecutive days of travel per trip in the Netherlands	100 days	100 days	100 days	100 days	100 days
<b>Travel insurance</b>					
<b>Personal assistance</b>					
Assistance for persons	cost price	cost price	cost price	cost price	cost price
Unforeseen extra costs	cost price	cost price	cost price	cost price	cost price
Telecommunication costs	€ 200	€ 200	€ 200	€ 200	€ 200
Extra costs after a natural disaster	€ 450	€ 450	€ 450	€ 450	€ 450
Damage to your lodging establishment (Damage in excess of € 25)	€ 500	€ 500	€ 500	€ 500	€ 500
<b>Luggage</b>					
Total	Only if you have co-insured this see policy sheet maximum € 10,000	Standard insured € 3,000,-	Standard insured € 5,000	Standard insured € 3,000	Standard insured € 5,000
Mobile telephones, smartphones	10% of the insured total amount	€ 300	€ 500	€ 300	€ 500
iPods, tablets, laptops, computer, photography and film equipment	50% of the insured total amount	€ 1,500	€ 2,500	€ 1,500	€ 2,500
Sunglasses, glasses, contact lenses, jewellery, watches	10% of the insured total amount	€ 300	€ 500	€ 300	€ 500
Aids: wheelchairs, hearing aids, dentures	10% of the insured total amount	€ 300	€ 500	€ 300	€ 500
Emergency purchases of toiletries and clothing	20% of the insured total amount	€ 600	€ 1,000	€ 600	€ 1,000
Travel documents	cost price	cost price	cost price	cost price	cost price

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	Personal Package	Office Europe	Office World	Field & Factory Europe	Field & Factory World
Business and other gifts taken on the trip	10% of the insured total amount	€ 300	€ 500	€ 300	€ 500
Commercial goods, sample collections	20% of the insured total amount	€ 600	€ 1,000	€ 600	€ 1,000
The costs of renting a replacement computer	10% of the insured total amount	€ 300	€ 500	€ 300	€ 500
Costs of reconstructing computer files	€ 500	€ 500	€ 500	€ 500	€ 500
Excess	€ 0	€ 0	€ 0	€ 0	€ 0
<b>Money:</b> can only be insured in combination with luggage	<b>Only if you have co-insured these</b> € 250 of € 500 of € 750	<b>Not insured</b>	<b>Not insured</b>	<b>Not insured</b>	<b>Not insured</b>
<b>Medical costs</b>	Only if you have co-insured this	Standard insured	Standard insured	Standard insured	Standard insured
Incurred outside the Netherlands	cost price	cost price	cost price	cost price	cost price
Incurred in the Netherlands	€ 1,000	€ 1,000	€ 1,000	€ 1,000	€ 1,000
Dental costs	€ 750	€ 750	€ 750	€ 750	€ 750
<b>Accidents</b>	Only if you have co-insured this	Not insured	Not insured	Not insured	Standard insured
In the event of death	Optional; see policy sheet	Not insured	Not insured	Not insured	€ 25,000
In case of full permanent disability	Optional; see policy sheet	Not insured	Not insured	Not insured	€ 75,000
Riding on a motorcycle of more than 50 cc without a helmet as passenger or otherwise	€ 2,500	Not insured	Not insured	Not insured	€ 2,500
<b>Assistance and rental of means of transport (only in Europe)</b>	Only if you have co-insured this	Standard insured	Standard insured	Standard insured	Standard insured
Rental of replacement vehicle per day (maximum of 30 days per trip)	€ 125 per day	€ 125 per day	€ 125 per day	€ 125 per day	€ 125 per day
Breakdown service and costs of transporting your vehicle home	cost price	cost price	cost price	cost price	cost price
Labour charges for roadside repairs	€ 125	€ 125	€ 125	€ 125	€ 125
Towage, security, parking and shipping of your vehicle	€ 1,000	€ 1,000	€ 1,000	€ 1,000	€ 1,000
Extra accommodation costs per day (maximum of 10 days)	€ 75 per day	€ 75 per day	€ 75 per day	€ 75 per day	€ 75 per day
Breakdown transport in place of residence to place of departure	€ 50	€ 50	€ 50	€ 50	€ 50

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	Personal Package	Office Europe	Office World	Field & Factory Europe	Field & Factory World
<b>Legal assistance</b>	Only if you have co-insured this	Not insured	Standard insured	Standard insured	Standard insured
Europe	cost price	Not insured	cost price	cost price	cost price
Outside Europe, per incident	€ 25,000	Not insured	€ 25,000	€ 25,000	€ 25,000
Motor vehicle legal assistance in Europe	cost price	Not insured	cost price	cost price	cost price
<b>Wilful damage</b>	Only if you have co-insured this	Not insured	Standard insured	Not insured	Standard insured
<b>Employees who live and work outside the Netherlands</b>	Only if you have co-insured this	Not insured	Not insured	Not insured	Not insured

All maximum amounts shown apply per insured per trip, unless stated otherwise.

Cancellation	Only if you have insured or co-insured this
Cancellation and interruption costs	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 stated in the terms and conditions. The policy sheet shows what maximum compensation you have selected.
Delayed departure	Are you travelling by plane, bus, train or boat? And do you have a delay of at least 8 hours when travelling to your destination? Then you are entitled to compensation for at most three unused travel days.



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# 1. General Contract Terms and Conditions for Our Continuous 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.

**Wilful damage:** an armed conflict, civil war, rebellion, civil disobedience or rioting.

**Policy sheet:** your proof of insurance.

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

**You/your/policyholder:** the person who has contracted the insurance policy with Europeesche Verzekeringen. **Note:** the term you/your has a different meaning in part 2, Terms and Conditions for Our Business Travel Insurance Group.

**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.

**Insured:** a person who travels on the instructions of the policyholder.

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

**We:** Europeesche Verzekeringen, trade name of ASR Schadeverzekering N.V., KvK 30031823, Utrecht

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

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

Was your damage caused by terrorism? Then we pay compensation for the damage on the basis of the Claims Settlement Protocol of the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden (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 no assistance when damage arises:

- in the event damage is caused by an event or situation that was already known to you or an insured before you took out the insurance;
- because you or an insured caused the damage deliberately or allowed it to be caused;
- because you or an insured failed to prevent the damage;
- while you or an insured did not possess the right papers, did not comply with the regulations, or acted without authorisation;
- because you or an insured failed to comply with your obligation(s) (you can read more about this under *1.5 What are your obligations?*);
- through a suicide attempt by you or an insured;
- outside the insurance area shown on the policy sheet;
- because you or an insured took drugs, alcohol, or more than the prescribed amount of medication.

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We do not pay compensation for damage either:

- 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 had already been compensated if you had not been insured with us;
- if it is caused by or related to acts of war, nuclear reactions, hijacking or confiscation; Is wilful damage included under your insurance? Then you are insured for this;
- if it arose through illegal or criminal activities;
- if you or an insured commit fraud.

### 1.2.3 What if you think the compensation is too low?

Did we deploy an external damage expert and do you or an insured think the amount fixed for compensation of the damage is too low? Then you can designate an expert recognised by the professional group yourself, who will consult with our expert. If these two experts cannot agree on the amount of the compensation for damage, they will jointly appoint a third expert. This expert will fix the amount of the damage in a decision that is binding for you or the insured and for us. The compensation is determined on the basis of the cover overview and falls within the limits and the maximum compensation of both assessments. Are you or insured 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?

Did you or an insured incur damage? Then you or the insured must report this to us as soon as possible. If you or the insured do not do this and our interests are prejudiced 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 commencement and end dates for your insurance cover are shown on your policy sheet. The insurance is valid for a period of one year. We renew your insurance by one year after every year. We will notify you before we renew your insurance. You will receive a new policy sheet each year for as long as the insurance runs.

You are insured from the commencement date of your insurance, and not before that date. We only pay compensation for damage 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

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without any obligation. We will then refund the premium that you have already paid. Does the insurance commence during the 14-day cooling off period? Then you do pay the premium for the days on which the insurance has already been in effect.

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

If you cancel the insurance during the first year, we will cancel your insurance on the contract expiry date. This is the end date listed on your policy sheet. You can cancel the insurance at any time after the first contract year. In that case we will cancel the insurance thirty days after we have received your notice of termination. The excess premium that you have paid will be refunded to you.

We will notify you before the contract year of your insurance ends. This notification will state that we intend to renew your insurance. Do you not want this? In that case you can cancel the insurance. You will remain insured with us if we do not hear from you.

### 1.3.3 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 a new 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? You will receive a letter from us.

- If you have a fixed place of residence outside the Netherlands.
- If you do not pay the premium that is due. In such cases we will cancel your insurance sixty days after we have sent you a demand for payment.
- If you or an insured report a lot of damage or damage that cannot be fully proven. Do we identify a lot or dubious damage? 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:
  - include an (extra) excess in the insurance;
  - cancel the insurance. If we do this, we will observe a notice period of sixty days.
- If you or an insured intentionally mislead us. If we discover that you did not provide us with full or correct information when you applied for the insurance or when you claimed compensation for damage, or you deliberately misled 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?
- If we wish to cancel the insurance on the annual renewal date of your insurance, we will inform you thereof at least sixty days in advance. The insurance ends at 00:00 hours on the date mentioned by us in the cancellation letter.

You are always notified if we cancel the insurance. This notification states the date on which the insurance ends. You will no longer be insured as of that date.

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## 1.4 What do you need to know about the premiums?

You pay the premium per month or per year. We have the right to set off outstanding premium and other amounts against compensations.

### 1.4.1 How do we calculate your premium?

We calculate your premium on the basis of the number of travel and accommodation days in an insurance year. Each year you pay an advance premium prior to the start of the insurance year. We base this advance premium on the estimated number of travel and accommodation days during that year. You provide us with your total number of travel and accommodation days during that year after the insurance year has ended. You are required to make this statement within one year after the insurance year has ended. If it is evident from this statement that the number of travel days deviates from the estimated number of travel and accommodation days more than 15%, we will set off the premium that you paid in excess or too little.

### 1.4.2 What if you do not pay the premium?

If you have not paid the premium in full after thirty days, the insurance will no longer be valid from the date you should have paid the premium. You will still be obliged to pay the unpaid premium. If you make payment as yet, you will be insured again 24 hours after we have received your payment.

### 1.4.3 What if we alter the premium and the terms and conditions?

We may alter the premium and/or the terms and conditions of your insurance. If we do so, we will notify you at least one month in advance. If you do not agree to the change, you will have the right to cancel the insurance as from the proposed date of change. If you wish to cancel the

insurance, you will be required to notify us thereof within thirty days after receipt of our letter.

## 1.5 What are your obligations?

### You and the insured(s) are obliged to:

- handle property with care;
- take all reasonable action to prevent and limit damage;
- call for medical assistance immediately in the event of an accident or illness and not to neglect to do anything that could promote recovery. This means that an insured must also have himself or herself examined by a doctor that we designate, at our expense, if we request this. Furthermore, the insured must provide this doctor with all the required information;
- demonstrate the scale and the circumstances of the reported damage;
- report criminal offences such as burglary, theft, joyriding or a collision by an unknown perpetrator to the police within 24 hours;
- report items stolen or missing from your hotel room to the hotel management within 24 hours of discovering this;
- report damage to us as soon as possible. If you do not do so, and our interests are prejudiced as a result, we will not compensate the damage.
- did you book a trip you or an insured (may) have to cancel? Then you must report this to the office where you booked your trip within three working days;
- provide us with all information of importance for the settlement of the damage;
- contact us before you or the insured have the damage repaired. In this way, we can have the damage assessed if we consider this necessary;
- provide us with the correct information. This applies upon contracting the insurance policy, during the term of the policy, and in the event of damage;

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- 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;
- keep damaged property until after the settlement of the damages. We sometimes ask you to send us the damaged items of property when damage is reported.

### 1.5.1 What if you or an insured do not comply with these obligations?

If you or an 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.

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

On contracting this insurance policy, you 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 to alter an insurance policy contracted with you;
- we or other insurers have not imposed any limiting or restrictive conditions or applied or proposed a higher premium to you.

You also declare that in the last eight years before contracting this insurance policy, you have not had contacts with the police or the judiciary in connection with:

- theft, embezzlement, deception, fraud, forgery or attempts at these;
- 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;
- infringements of the Weapons and Ammunition Act, the Opium Act or the Economic Offences Act;
- a traffic offence, such as drunk driving, exceeding the speed limit by more than 50 kilometres per hour or driving away after a collision.

You also declare that you were not declared bankrupt or admitted to a debt management scheme by the courts during the last five years before you contracted this insurance. 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.

## 1.6 How do we deal with fraud?

By 'fraud' we mean that you deliberately prejudice us, for example because you or the insured:

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



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### 1.6.1 What action will we take if you or an insured commit fraud?

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

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

## 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 needed to:

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

We comply with the **Financial Institutions Code of Conduct for Processing of Personal Data** in this 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 to your personal data in the External Referrals Register?

If we have your personal data or the data of an insured included in the External Referrals Register of the CIS Foundation, financial institutions in the Netherlands can see that your personal data and the data of the insured 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 or an insured 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 adviser.

You should therefore always report a change.

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

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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 2072, 3500 HB Utrecht, 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?**

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This contract is governed by Dutch law.

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## 2.

# Terms and Conditions for Our Business Travel Insurance Group

**These terms and conditions are in supplement to our General Contract Terms and Conditions for our continuous insurance. Note: in this part of the terms and conditions, the term you/your refers to 'a person who travels on the instructions of the policyholder'.**

## 2.1 General provisions

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

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

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

**Baggage:**

- alle voorwerpen die u voor eigen gebruik (of als geschenk) meeneemt op reis;
- all items you take with you on your trip for your personal use (or as a gift);
  - all items you buy during your trip for direct and personal use or as a gift;
  - all items for direct and personal use you send ahead or that are sent to you after you leave;
  - commercial goods and sample collections brought along

on your trip.

**Permanent disability:** permanent loss of function of body parts or organs.

**Next of kin:** family member in the first or second degree:

**Individual defect:** an unfavourable or inferior property that should not occur in goods of the same sort and quality. This leads to damage from the inside, resulting in a financial disadvantage for you.

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

**Europe:** the part of the world running from the Urals and the Caucasus in the east, including Georgia, Armenia and Azerbaijan, to Iceland, Madeira, the Azores and the Canary Islands in the west. The insurance also applies for Cyprus and the non-European countries around the Mediterranean Sea: Turkey, Morocco, Tunisia, Algeria, Egypt, Israel, Libya, Syria and Lebanon.

**Extreme weather conditions:** events such as hurricanes, cyclones, flooding and tornadoes.

**Family members in the first degree:** your spouse or former spouse or 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, stepchildren, sons-in-law\* and daughters-in-law\*.

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

**Valuable items:** all goods with a value of € 250 or more. This does not include clothing.

**Natural disaster:** an unforeseen natural event with far-reaching consequences for the environment and the people that live there.

**New value:** the amount you will need to buy a new replacement for an article that is lost or damaged.

**Unused travel days:** travel days you have not been able to

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spend at your destination or in your accommodation due to an unexpected event.

**Accident:** a sudden external violent incident. Any 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 you received after the accident or medically necessary treatment 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.

**Rescue:** release from a hazardous situation and relocation to a safe place.

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

**Travel companion:** a person with whom you have booked a travel or rental arrangement. This person is not named in your policy sheet, but is named in the booking or reservation form. Or you can show by some other means that you are travelling together with this person.

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

**Travel sum per day:** everyone's personal travel sum, divided

by the total number of travel days.

**You/your:** the insured person or, in other words, a person who travels on the instructions of the policyholder.

**Means of transport:** moped, car, motorcycle, scooter or camper plus trailer or side car, fitted with a Dutch registration number. With this, you make the trip from the Netherlands. Driving this means of transport must be allowed with an A, B or BE driving licence.

**Insured:** a person who travels on the instructions of the policyholder.

**Policyholder:** the person who has contracted the insurance policy with Europeesche Verzekeringen.

**Deputy:** the person who does not travel with you and who replaces you or deputises for you (in a business or otherwise) when you are away.

**World:** all countries that are not covered by the aforementioned term Europe. The term world therefore includes the islands of Bonaire, Sint Eustatius, Saba, Aruba, Curaçao and Sint Maarten.

**Business trip:** travel and accommodation in connection with your occupation, your business or paid employment with the policyholder's company. The trip's destination must be outside the country where the insured is established.

\* = This also refers to partners that have the same relationship through a registered partnership and/or cohabitation agreement.

### 2.1.2 Who are insured?

All persons who travel for the policyholder's company are insured.

- the insured is older than age 16;
- the insured resides in the Netherlands or at most 30 kilometres across the border in Belgium or Germany;
- the insured notifies us of the number of travel days in the annual statement each year.

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### 2.1.3 Where are you insured?

The policy sheet states where you are insured. This may be Europe or the entire world.

In the Netherlands you are only insured:

- when you are directly en route to your destination abroad. Or when you are travelling directly from abroad to your home in the Netherlands;
- during a trip with at least one overnight stay for payment. You must be able to show us the original booking, reservation or payment receipt from a travel agency, hotel or a bed-and-breakfast establishment. You are not insured in the Netherlands while staying at your recreation accommodation at a fixed place or a seasonal place.
- while visiting seminars, conventions, training and fairs. In that case you will only be insured for Accidents and Luggage. Your policy sheet states which type of insurance the policyholder has chosen.

Did you opt for insurance within Europe? And are you making a day trip during your journey to a country outside Europe? Then you are insured for this too.

### 2.1.4 When are you insured?

You are insured from the moment you set out on your business trip from your home until the moment you return home. This also applies for your luggage. Luggage that is stored or sent with third parties is insured only if you travel together.

### 2.1.5 When are you not insured?

You are not insured if:

- your damage is the result of an activity that is exceptionally hazardous or high-risk;
- you travel to family or friends in the Netherlands, or stay

with them;

- your damage is the result of:
  - sailing solo at sea or competition sailing at sea;
  - ski jumping or speed skiing;
  - preparation for or participation in races with motorised vehicles. This also applies for participation in a racing course.

You are insured for 365 consecutive days of travel. If your trip lasts longer because of unforeseen delays beyond your control, and this delay is due to an unforeseen event that is not attributable to you, the insurance will remain valid until the first possible moment you are able to return home.

## 2.2 Assistance for persons

### 2.2.1 What is insured?

You are insured for assistance for persons if you or another insured person need assistance due to a serious illness, serious injury caused by an accident, or your own decease or that of your travel companion or next of kind or due to a natural disaster.

SOS International provides this assistance via the Europeesche Help Line, telephone number: **+31 20 65 15 777**.

### 2.2.2 What does the Europeesche Help Line arrange?

If, in the view of the Europeesche Help Line, assistance is needed, the Europeesche Help Line arranges:

- your transportation to the destination or your home;
- your search, rescue or salvage;
- the travel of one person for necessary support. If you are travelling alone and find yourself in a very serious situation, you can arrange for a maximum of two people to travel to you, by agreement with the Europeesche Help Line;
- dispatch of medicines, but only if these may be dispatched;



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- your replacement accommodation;
- payment guarantees for the hospital;
- the transfer of funds in emergencies;
- medical advice. The Europeesche Help Line provides advice and helps you find a good doctor or medical service.

If you or a co-insured are taken home with the aid of the Europeesche Help Line, one or more travel companions will be allowed to travel home with you as well. You will have to consult with the Europeesche Help Line in this connection. To whom and for how many people this applies depends on the need and urgency. The Europeesche Help Line determines this with you in all reasonableness and consultation.

### 2.2.3 What do we compensate?

We reimburse the cost price of the provision of assistance. If we or the Europeesche Help Line have paid advances to you, you must repay these as soon as possible after your return home.

## 2.3 Unforeseen extra costs

You are insured for the unforeseen extra costs you have to incur if something goes wrong on your trip. We only reimburse these if you have incurred them in consultation with and with the approval of Europeesche or the Europeesche Help Line.

### 2.3.1 What is insured?

You are insured for the reasonable unforeseen and necessary extra travel and accommodation costs you have to incur if you have to return to your place of residence early or are forced to stay somewhere longer during your trip, but only if you have to incur these costs due to:

- decease, serious illness or serious accident suffered by you or an insured;
- the decease, serious illness or serious accident of a travel companion, but only if the travel insurance of that travel companion does not cover your necessary extra travel and accommodation expenses;
- attendance of a funeral or cremation in the Netherlands of a person who shared your home or a direct family member or deputy who did not travel with you;
- decease, serious illness or a serious accident suffered by a person who did not travel with you and who is a direct family member or your deputy;
- decease, serious illness or a serious accident suffered by a family member in the first or second degree of your travel companion;
- extreme weather conditions, a natural disaster or a strike that makes your return journey impossible;
- material damage to your home or business, urgently requiring your presence at home.

You are also insured for:

- reasonable travel and accommodation expenses for one person who provides you with necessary support if you are travelling alone and are admitted to hospital. This person is then also insured under this policy. In very serious situations, this insurance can also apply for two persons. This could include the travel of both parents in the case of a seriously ill child, for instance;
- reasonable travel and accommodation expenses for one person who provides necessary support if you or a co-insured die abroad. This person is then also insured under this policy;
- reasonable travel and accommodation expenses of one person as a business deputy, if you have to end the business trip early as a result of serious illness, a serious accident, death, or because you return to the Netherlands early as a result of an insured incident;

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- the costs that must be incurred if a search or rescue operation has to be conducted for you.

If you or a co-insured die during a foreign trip, we will reimburse the costs of transporting the body to the Netherlands. Also if the decrease is due to an incident which is not insured.

If you returned to the Netherlands early, by agreement with the Europeesche Help Line, due to an insured incident, and you can return to your destination within the duration of the trip originally planned, we will also reimburse the reasonable costs of your return journey. This must involve a remaining stay of at least seven days.

### 2.3.2 What is not insured?

We do not reimburse the following costs:

- Costs you incur without obtaining the advance consent of Europeesche or the Europeesche Help Line.
- Costs you would normally have incurred, such as travel expenses and cost of living expenses.
- Unreasonably high travel and/or accommodation expenses, such as extremely high taxi costs or a very luxurious hotel.

### 2.3.3 What do we compensate?

We reimburse the full amounts for:

- personal assistance;
- search operations, also if these are the result of a non-insured incident;
- transportation of a body. If you opt for a local burial or cremation, we reimburse the travel and accommodation expenses for the attendance of persons who share your home and family members, but the maximum amount we reimburse for this is equal to the costs of transportation of the body to the Netherlands;
- extra travel and accommodation expenses in connection

with a longer stay at your travel destination due to serious illness, decease or a serious accident;

- extra travel and accommodation expenses in connection with an earlier return to your hometown;
- extra travel and accommodation expenses due to extreme weather conditions, a natural disaster or a strike at the travel company you travel with or at air traffic control, as a result of which you travel home later than planned. We reimburse these costs only if your shipper or airline company offers you no alternative.

We reduce the reimbursement of accommodation expenses by 10% if these are normal costs of living expenses that you save.

Per trip we reimburse at most:

- € 450 in connection with extra costs incurred during the trip as a result of a natural disaster;
- €250 for hospital visits during the trip by or for travelling companions insured with us.

**Important: we reimburse these costs only if you have incurred them by agreement and with the approval of Europeesche or the Europeesche Help Line.**

## 2.4 Telephone costs

### 2.4.1 What is insured?

You are insured for telephone costs and other telecommunication costs you incur in connection with an insured incident.

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### 2.4.2 What do we reimburse?

We reimburse a maximum of €200 per person per trip. Telephone costs you incurred when you called Europeesche or the Europeesche Help Line will be reimbursed in full.

## 2.5 Damage to lodging establishment

### 2.5.1 What is insured?

You are insured for damage to the lodging establishment you have rented, inventory, toys and a private swimming pool in the garden of the establishment. If you lose the key and a safe or the door of the rented accommodation has to be broken into, you are also insured for this damage.

### 2.5.2 What do we compensate?

You receive compensation if you are liable for the damage and can provide proof of payment for the damages to the owner of the accommodation. The damage must exceed € 25. The maximum compensation for damage to your lodging establishment is €500.

## 2.6 Luggage

Your luggage is insured if the Luggage cover is shown on your policy sheet and you have paid premiums for this. Did the policyholder opt for the Office Europe, Office World, Field & Factory Europe of Field & Factory World insurance? Luggage is co-insured as a standard provision.

### 2.6.1 What is insured?

You are insured against damages arising through theft, damage or loss of your luggage or travel documents. The following also applies:

- If your luggage arrives at your travel destination later than intended, you may buy necessary clothing and toiletries

at reasonable costs. The insured amounts are shown in the list of cover on page 7. Your policy sheet states which type of insurance you have chosen. This does not apply if you have already returned home.

- Your luggage is also insured if, against your wishes, it arrives at your home in the Netherlands later than the intended final date.
- If your luggage is found again after theft or loss, we will reimburse the costs of shipping this luggage to your home address subject to a maximum amount of €250.
- We reimburse the necessary and reasonable travel and accommodation expenses you have to incur abroad in order to obtain new travel documents following loss or theft during your trip.

### 2.6.2 What are your obligations?

You have the following obligations:

- You must show that the missing or damaged luggage was in your possession. This is possible with e.g. invoices or bank statements.
- If your baggage is lost or damaged while you are travelling by air, rail, ship or bus, you must report this to the carrier without delay and ask for a report to be drawn up. You must send this report to us.
- In the event of theft or loss, you must request a police report (statement). You must send this report to us.

### 2.6.3 What is not insured?

Cover is not provided for the following under this cover:

- cash. Have you co-insured the loss or theft of cash? Then cash is insured;
- (the balance on) cards, coupons and bank cards;
- motor and other vehicles, trailers, mopeds, scooters and accessories and appliances for these. Cycle holders and roof cases are insured;
- vessels and aircraft and accessories and appliances for these;

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- if only your ski poles, bindings, the soles or the sides of your skis or snowboard are damaged. Is further use impossible as a result of this damage, you will receive compensation;
- parachutes and paragliders, with accessories;
- valuable goods that you have not taken as hand luggage in an aircraft, bus, ship or train;
- valuable goods and travel documents you have left behind unattended;
- entrance tickets and the like that you do not need during your journey;
- damage through wear and tear;
- damage to your computer, software or files if it is caused by programming errors, operating errors, power failures, the impact of magnetic fields, corrosion or water damage;
- antiques, works of art or collectable objects;
- scratches or disfigurements, unless these mean that the object can no longer be used for the purpose for which it is intended;
- damage through a defect in the object, such as a production defect;
- extra damages arising through theft, loss or damage to your goods. If you had to buy goods because your luggage arrived late at your destination, or you had to incur extra travel and accommodation expenses because you had to obtain a new travel document during your trip, these costs will be reimbursed as long as they are reasonable;
- damage through slow environmental, sun or weather effects, such as rust or rotting;
- theft of travel documents from a vehicle;
- theft of valuable goods from a vehicle;
- theft of luggage from a vehicle, unless:
  - the vehicle was properly locked and there are traces of forced entry;
  - the luggage was placed in a separate, locked boot or other area in the vehicle;
  - the luggage was covered with a plank, soft cover or

other proper provision as a result of which the luggage was not visible; or

- it occurred during a short rest or eating break while you are underway, unless you have valuable items, such as photo or computer equipment, in the vehicle;
- a camper or van was involved, which was parked at a camp site at the time of the theft;
- theft of valuable goods from inside a vehicle, unless:
  - you comply with the conditions in the above paragraph;
  - the vehicle was not parked in the overnight stay car park when the theft took place. In that case you must store valuables in the overnight accommodation.

If you were sleeping in a tent, theft of valuables from a vehicle is also covered. This only applies if you placed these goods here for safety purposes. Furthermore, the vehicle must have been locked properly. The valuable goods may not be visible from outside and must be placed in a separate, locked boot or other area. You can prove any theft by the presence of signs of forced entry.

### 2.6.4 What do we compensate?

If your goods were less than a year old, we pay the new value in the event of theft, loss or irreparable damage. For older goods, the current market value is reimbursed. The current market value is calculated on the basis of a depreciation list. This list is posted on our website:

<http://bit.ly/afschrijvingslijst>.

Our maximum reimbursement depends of the type of insurance you have chosen.

You can find the total insured amount for luggage on your policy sheet. The maximum amounts per article are shown in the list of cover on page 6.

Are you entitled to compensation following theft from a means of transport? If that is the case, compensation will amount to €500 at most.

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## [2.7 Money](#)

Did the policyholder opt for the Personal Package travel insurance? And Luggage is co-insured? Money will be insured if the Money cover is shown on your policy sheet and you have paid premiums for this.

### [2.7.1 What is insured?](#)

You are insured against damages arising through the theft or loss of your cash abroad. The money must be intended for travel, meals, accommodation and personal expenses.

### [2.7.2 What is not insured?](#)

Theft of money from a vehicle is not insured.

### [2.7.3 What do we compensate?](#)

The maximum amount we compensate depends on the amount you have selected. This may be € 250, € 500 or € 750 per trip. Your insured amount is shown on your policy sheet.

## [2.8 Medical expenses](#)

Medical expenses are insured if this cover is shown in your policy sheet and you have paid premiums for this. Did the policyholder opt for the Office Europe, Office World, Field & Factory Europe of Field & Factory World travel insurance? If so, Medical Expenses are co-insured as a standard provision.

### *Important to know*

- This cover offers a supplement to the statutory Dutch healthcare insurance. This means that this cover reimburses only what your health insurance does not cover, or does not cover sufficiently.
- If you do not have statutory Dutch health insurance, or your health insurance does not provide cover in the country, location or institution in which you had to incur medical expenses, or does not do so for the reasons for which you are travelling, you will not receive any reimbursement through this cover.
- We may ask you to authorise us to request your medical details.
- We reimburse these expenses only if you can provide one of the following forms of evidence:
  - the benefit notice from your health insurer, with copies of the invoices,
  - the original medical invoices.

### [2.8.1 What is insured?](#)

You are insured for the costs of:

- medically necessary medical care;
- medically necessary dental care for your natural teeth.
- extra travel expenses you incur during your trip for travel to and from the institution that provides the care.

The need for this medical care arose during your trip and you could not have foreseen it when you began your trip.



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This necessary medical care must be provided by a recognised and authorised care provider.

The damage must result from a serious illness or accident if you wish to claim compensation of follow-up treatment in the Netherlands. In addition, medical treatment must have commenced abroad.

### 2.8.2 Quality of medical care

We wish to guarantee the quality of medical care and good cooperation with hospitals and doctors. This is why we have the right to designate the hospitals and doctors by which you must be treated.

### 2.8.3 Contact with the help line

Do you need help? If possible, first contact the Europeesche Help Line via telephone number **+31 20 651 5777**.

### 2.8.4 What is not insured?

The cover for Medical Expenses does not cover the following:

- the voluntary own risk element for your health insurance;
- treatments, examinations, medicines and bandages that are not prescribed by authorised doctors;
- medical care in a private clinic, unless you have agreed this with the Europeesche Help Line;
- dental treatment or repair of artificial elements in your teeth, such as crowns, false teeth and dentures.

We also do not reimburse costs of medical and dental care if:

- the purpose of your trip was to undergo that treatment abroad. We do not reimburse the costs of those consequences if the treatment has medical consequences.
- the need for the treatment did not arise during the trip.

### 2.8.5 What do we reimburse?

We reimburse the following:

- For medical care, we reimburse the cost price supplementary to a Dutch health insurance;
- The maximum amount we reimburse for dental care depends on the form of insurance you have chosen. The insured amounts are shown in the list of cover on page 6. Your policy sheet states which type of insurance you have chosen.
- If you incurred necessary travel expenses during your trip for travel to and from the location where the medical treatment took place, you will receive a kilometre allowance in accordance with the injury guidelines (see [www.deletselschaderaad.nl](http://www.deletselschaderaad.nl)).

## 2.9 Legal assistance

Legal assistance is insured if this cover is shown on your policy sheet and you have paid premiums for this. Did you opt for the Office World, Field & Factory Europe or Field & Factory World travel insurance? If so, Legal Assistance cover is co-insured as a standard provision.

For this cover, we have contracted an agreement with DAS Nederlandse Rechtsbijstand Verzekeringsmaatschappij N.V., with its registered office in Amsterdam, Chamber of Commerce number 33110754. This means that DAS provides the legal aid for us and grants legal assistance.

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### [2.9.1 What do we mean by ...?](#)

**Incident:** an incident or series of incidents that ultimately led to the dispute and that can be regarded as a cause of this.

**Mutual dispute:** a dispute between two insured persons who can both claim cover under this insurance policy in the same case.

**Legal aid:** the representation of your legal interests if you have a legal difference of opinion (a dispute) with one or more other parties. DAS does this by e.g.:

- advising you on your legal position and the viability of your case;
- defending you against criminal law and other claims;
- submitting and defending petitions and appeals on your behalf;
- implementing decisions or court judgements;
- reimbursing or advancing the costs of legal aid.

### [2.9.2 Who are insured?](#)

The following persons are insured:

- the policyholder;
- employees who travel on business abroad on the instructions and for the account of the policyholder;
- the surviving dependants of an insured person, but only if the insured person died as a result of an incident which is insured under this legal aid insurance. Surviving dependants then receive legal aid in claiming benefits for the cost of living and the funeral costs. They are entitled to this pursuant to Article 6:108 of the Dutch Civil Code.

### [2.9.3 What is insured?](#)

As a private individual, you are insured for legal assistance in the event of a legal difference of opinion (a dispute). If the dispute relates to your activities for a company, you are not insured for this.

The dispute arose through an incident that took place during a journey that was insured by the travel insurance policy. The dispute concerns:

- damage caused to your property by another person, for which he/she is liable;
- a criminal case that is filed against you;
- a contract that you entered into before this trip.

You receive legal aid if there is a dispute, or a dispute threatens to arise, but only if you are insured at the time when:

- the incident giving rise to the dispute took place;
- the dispute arose;
- you require legal aid for the first time.

Did you know or could you have known at the time you contracted the cover that you would become involved in a dispute or would need legal aid? In that case you are not insured.

Is the dispute a mutual dispute? Then the following applies:

- In a dispute between yourself (the policyholder) and another person (an insured), only you receive the legal aid.
- In a dispute between two other insured persons, you (as the policyholder) decide which of them will receive legal aid.

Did the incident giving rise to the dispute take place before you contracted the cover? Can you prove that you did not or could not have known this? Then we do not regard the incident as the cause of the dispute, and you are insured for this.

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Do you have several disputes that are related or in which the same incident is the cause? Then we view all these disputes together as a single dispute.

DAS only handles a dispute if the financial interest is € 125 or more.

**2.9.4 When are you insured?**

Have you recently contracted the Legal Assistance cover? Then you must take account of a waiting time. DAS does not provide legal assistance if the dispute arises within three months of the commencement date of the cover.

In two situations you will not have a waiting time and can receive legal assistance immediately. This is the case if:

- the Legal Assistance cover immediately follows a similar insurance policy in which you enjoyed the same rights to legal assistance;
- on contracting the cover you could not have foreseen that the dispute would arise. DAS may ask you to prove this.

**2.9.5 Where are you insured?**

You are insured in the insurance region of your travel insurance. What area this is, Europe or the World, is shown on your policy sheet. You are insured here for legal disputes. You are only insured if the court of the relevant country is competent and the law of that country applies.

**2.9.6 What do we reimburse?**

You receive legal aid in your dispute from experts employed by DAS. You will be reimbursed for the costs of these employees in full. In addition, we reimburse the following for each dispute, up to a maximum of € 25,000:

- the reasonable and necessary costs of an expert who is not employed by DAS and that DAS has deployed for you;
- the costs of a mediator that DAS has deployed for you, but

only if these costs were essential for the mediation. DAS reimburses only your share of the costs;

- the costs of witnesses in legal proceedings, but only if the court approved the hearing of these people as witnesses;
- legal fees for a court case that the court ordered you to pay;
- travel and accommodation expenses that you incurred because you had to appear in a foreign court, but only if your attorney said that you indeed had to appear there and also only if you discussed these costs with DAS in advance;
- costs that you incurred in order to (arrange to) execute a court decision.

Is it necessary to conduct legal or administrative proceedings? And are you not required to engage a lawyer for this purpose? You will be free to choose whether you have yourself assisted during those proceedings by:

- a legal expert employed by DAS, in which case DAS will reimburse the related costs in full. In such cases, additional external costs are reimbursed by DAS up to at most € 25,000.
- another legal assistance provider you have selected yourself, in which case DAS will reimburse the necessary and reasonable handling charges of the legal assistance provider you have selected in those proceedings subject to a maximum of € 5,000. DAS also reimburses external costs, but DAS will never reimburse more than € 25,000. In that case you will also have to pay an excess of € 250 to DAS. DAS does not engage the legal assistance provider selected by you until you have paid the excess to DAS.

If you have to pay a deposit for your release or in order to recover your passport, driving licence or navigation licence, or in order to lift the garnishment of your goods, DAS will pay that deposit, up to a maximum of € 12,500. But only if the deposit has to be paid to a competent government

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body. If the amount of the deposit is returned, you must repay this to DAS as soon as possible. If the amount of the deposit is not returned, you must repay the amount within one year.

If you cannot recover the damage from the party that is liable for this, because that party is unable to pay, DAS will reimburse the damage up to a maximum of € 750, but only if the damage amounts to at least € 125.

If the handling of the dispute is too expensive or costs too much time, DAS may decide to grant you an amount and settle the case in that way. That amount will then be equal to the damage that you suffered.

### 2.9.7 What is not insured?

You will receive no legal assistance:

- if you report the dispute to DAS at such a late stage that it would cost DAS more or DAS would have to make a greater effort to provide legal aid;
- if you commit fraud by failing to tell the truth or providing incomplete information regarding damage, an accident or an incident. You also commit fraud if another person does this on your behalf;
- if you have a fiscal dispute. These are disputes with the Tax and Customs Administration concerning levies, charges, import duties and the like;
- if the dispute relates to your activities for the policyholder;
- if you deliberately failed to prevent the dispute when you could have done so without any disadvantage to yourself;
- if you deliberately caused the dispute in order to benefit from it (that you otherwise would not have);
- if you are involved in criminal proceedings in which you deliberately broke the law or in which you are accused of deliberately committing a crime. If it is established after the event that you did not deliberately break the law or deliberately commit a crime, DAS will reimburse the costs of

- criminal proceedings. This must then concern the costs of an attorney who defended you in the criminal proceedings;
- if you have a dispute with DAS. If a final decision is handed down in your favour, DAS will reimburse the reasonable costs of legal aid after all;
- if you have a dispute that arose because you guarantee obligations of other parties, for example because you failed to afford DAS the opportunity to settle the dispute with your other party without legal proceedings (amicably), while this could be expected of you within reason. Or if these disputes arose because a claim or an obligation of another party was transferred to you;
- if you wish to defend yourself because someone holds you liable for damage that you caused by acting unlawfully;
- in disputes resulting from a natural disaster, acts of war or sabotage;
- if the legal dispute relates to the unauthorised operation of a vehicle or vessel;
- in disputes arising as a result of a nuclear reaction. There are two exceptions to this:
  - you will receive legal assistance if the nuclear reaction relates to radioactive nuclides (a nuclide is a type of atom) outside a nuclear plant and if these nuclides were intended for industrial, commercial, agricultural, medical, educational or research purposes or non-military security purposes;
  - you will receive legal aid if the government has issued a licence for the production, use, storage and removal of radioactive substances. You will only receive reimbursement if, by law, no one else is liable for the damages. This is laid down in the Liability for Nuclear Accidents Act (Government Gazette 1979-225). 'Nuclear installation' refers to a nuclear installation within the meaning of this Act or on board a vessel.

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### 2.9.8 How do we settle your claim?

DAS carries out legal aid for us and provides legal assistance.

#### *DAS studies feasibility*

DAS will inform you of the feasibility of your dispute and consult you on the approach. If DAS no longer sees any reasonable chance of achieving the desired result, DAS will provide no further legal aid.

#### *Other parties involved*

It is sometimes wise in a dispute to act collectively with (a number of) other interested parties via an external expert. You must ask DAS's consent for this. If DAS agrees to this, it will reimburse the costs of legal aid. This takes place by considering the costs that the interested parties have jointly incurred and dividing these by the total number of interested parties. DAS will reimburse your share.

#### *Provision of legal aid*

DAS provides the legal aid itself. But DAS may also decide to deploy an expert (such as an attorney) who is not on DAS's payroll. This expert will then provide all or part of the legal aid. Only DAS may give instructions to this expert, on your behalf.

In some cases you may choose the legal assistance provider (e.g. an attorney) to which DAS issues the instructions. This occurs if:

- if it is necessary to conduct legal or administrative proceedings on your behalf. A legal expert employed by DAS can conduct those proceedings on your behalf in many cases. You may also choose a legal assistance provider who is not employed by DAS if you so wish.
- the other party is also insured for legal assistance and is assisted by DAS.

The legal assistance provider that you select must be established in the country in which the case is heard.

If DAS deploys an external expert (attorney), the following rules apply:

- In a case before a Dutch court, the attorney must be registered in the Netherlands or have an office in the Netherlands.
- In a case before a foreign court, the attorney must be registered in that country.
- DAS will always instruct the external expert on your behalf. By contracting this cover, you have automatically granted DAS permission for this. You cannot withdraw this permission.
- DAS is not required to deploy more than one external expert in any one dispute.
- If an attorney has been deployed, DAS's role remains confined to paying his/her costs in accordance with the conditions of this cover.

#### *What should you do in the event of a dispute or complaint about DAS?*

If you cannot reach agreement with DAS on the approach to a dispute, you can present the dispute to an attorney. You can explain your views to the attorney yourself. The costs will be borne by DAS and the attorney's opinion is binding to DAS. DAS will then handle the case in the manner decided by the attorney.

If you do not agree with the attorney's view, you can also give notice that you would prefer to continue the case at your own risk and expense. If the court then finds the case entirely or partially in your favour, DAS will pay you the reasonable and customary costs of legal assistance that you incurred in arrears. The maximum amounts that you have insured do apply in that connection.



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If DAS transfers your case to an external expert, This must not be the attorney that gave the binding opinion or colleagues of this attorney.

This dispute regulation does not apply if you have a difference of opinion with an external expert.

### [When is DAS liable?](#)

If you believe you have suffered damages through or as a result of the legal aid by DAS, you can hold DAS liable for this. DAS has contracted professional liability insurance. DAS's liability is limited to the amount that can be claimed through this insurance, plus a first risk element. You can view a copy of this insurance policy at DAS.

Neither we nor DAS are liable for damage that arises from or in connection with the work performed by an external expert engaged by DAS.

### [Complaints procedure for legal aid insurance](#)

If you have a complaint concerning how DAS provided legal aid, you can submit a complaint to DAS (PO Box 23000, 1100 DM Amsterdam, the Netherlands). If you do not believe that DAS has settled your complaint satisfactorily, In that case submit your complaint to the Financial Services Complaints Board (KiFiD), PO Box 93257, 2509 AG The Hague, the Netherlands. Or phone: 0900 355 2248 (Netherlands only). Do this within three months of receiving a final response from DAS. If you do not wish to utilise these options for complaints handling, you can submit the dispute to the competent court.

### [What do we expect of you?](#)

If you have a dispute, you should report this to DAS as soon as possible after it arises. We also expect you to cooperate with DAS and/or the external expert deployed by DAS, who will start work for you. This means that you:

- provide all information and documents that may be important;
- show the scale of the dispute and your interest in this (in financial terms), on request;
- enable DAS to attempt to resolve the dispute with your other party without conducting legal proceedings and realise a satisfactory settlement. You are required to cooperate therein within reason.
- consent to DAS receiving or viewing information on your case if DAS has deployed an expert who is not employed at DAS;
- cooperate with a request to act as a 'civil party' in criminal proceedings;
- cooperate in recovering the costs of legal aid from another party;
- refrain from action that is detrimental to the legal aid or to the interests of DAS.

### [You must repay costs that are reimbursed twice](#)

If you receive money for the costs that DAS has already paid you an advance for, you must repay this payment to DAS. The same applies for legal costs you receive pursuant to a final court decision and to out-of-court costs paid to you.

### [When is an expert report necessary?](#)

Is it unclear whether you have a dispute? You must then demonstrate this. This can be done through a report by an expert. That report must state who has caused the dispute, how it arose, and what the consequences of this are for you. If the report clearly shows that you have a dispute, DAS will reimburse you for the costs of the report.

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## 2.10 Accidents

Accidents are insured if this cover is shown in your policy sheet and you have paid premiums for this. If you opted for the Field & Factory World insurance, cover for Accidents is co-insured as a standard provision.

### 2.10.1 What is insured?

- You will receive compensation through this cover if you or an insured die or become permanently disabled as a result of an accident during a trip.
- If we have not yet determined which benefits you will receive for disablement within one year of the report of the accident, we will also pay you interest at the statutory rate. You will receive this interest from the 365th day after the report of the accident until we finally determine your disablement.

### 2.10.2 What is not insured?

You are not insured if:

- the accident was caused because you ignored a prohibition or a warning;
- the accident was caused partly or fully by an illness you suffer or because you were in an abnormal physical or mental condition, such as e.g. a psychosis or a burn-out;
- the accident was caused partly or fully because you had consumed alcohol or narcotic or intoxicant substances or similar drugs.

### 2.10.3 What do we reimburse?

Our maximum reimbursement depends of the type of insurance you have chosen. The insured amounts are shown in the list of cover on page 7. Your policy sheet states which type of insurance you have chosen. Are you entitled to payment of interest at the legal rate? We will then pay this up to a maximum of 4%. If you fail to cooperate in the

determination or handling of the damage, you will not be entitled to statutory interest.

If it concerns a group accident, such as transportation by bus, train or plane, we never pay more than €2,000,000 per means of transportation per event for all insured persons jointly. If the joint compensation exceeds this amount, we will distribute the maximum amount paid by us among all insured persons jointly.

If you wish to know how much we pay for which type of injury, please read the list on our website:

[www.europeesche.nl/ongevallendekking](http://www.europeesche.nl/ongevallendekking). We assume here that you lose organs or body parts entirely, or that you are no longer able to use them fully. The total benefits never exceed 100% of the insured amount.

## 2.11 Assistance and vehicle rental

Assistance and vehicle rentals are insured if this cover is shown in your policy and you have paid premiums for this. Did you opt for the Office Europe, Office World, Field & Factory Europe or Field & Factory World insurance? Cover for Assistance and Vehicle Rental is co-insured as a standard provision.

### Important to know

- Cover for Assistance and Vehicle Rental is only possible for vehicles with a Dutch registration number. It must be possible to drive this vehicle with an A, B or BE driving licence.
- If you wish to rent a (replacement) car, motorcycle or camper, you will need a credit card.
- Always arrange a replacement vehicle by agreement with the Europeesche Help Line, via telephone number **+31 20 651 57 77**.

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### 2.11.1 Where are you insured?

You are only insured in Europe. Including in the event you have opted for world cover.

### 2.11.2 What is insured?

You are insured for assistance via the Europeesche Help Line if:

- you are unable to continue your journey due to an unforeseen breakdown or accident with your vehicle during the journey;
- during the journey, the driver is unable to drive due to illness, injury or decease and no other member of your travel group is able to drive the vehicle.

You are insured for a replacement vehicle if your vehicle:

- breaks down within seven days of your departure abroad due to an external problem and, as a result, you cannot use your vehicle within two working days after the original departure date. An 'external problem' is, for example, a collision, a storm or theft;
- breaks down during the trip following an unforeseen event and cannot be used again within two working days.

If you have to incur extra accommodation costs during your trip abroad due to the breakdown of your vehicle, we reimburse these costs.

### 2.11.3 What is not insured?

You will not receive any assistance or reimbursement for the rental of a replacement vehicle if:

- you do not comply with the statutory requirements, such as an MOT certificate or a valid driving licence;
- your vehicle breaks down due to poor or inadequate maintenance;
- your vehicle does not have a Dutch licence plate.

### 2.11.4 What does the Europeesche Help Line do?

If necessary, the Europeesche Help Line arranges:

- transportation of the vehicle and your luggage to your destination or to your home in the Netherlands;
- a replacement driver;
- towage, security, parking and transportation of your vehicle and your luggage;
- dispatch of necessary parts for the repair of your vehicle;
- scrapping or importation if the vehicle must be left behind in a foreign country.

### 2.11.5 What do we reimburse?

We reimburse a maximum of:

- the costs of assistance: cost price;
- € 50 for transport from your home to your place of departure, such as an airport or a train or bus station. This requires that your own means of transportation must have broken down during the drive to the place of departure. This compensation also applies if your means of transportation breaks down on the trip back home from the place of arrival;
- transportation of the vehicle to a location of your choice in the Netherlands: cost price;
- storage and security, parking and transportation of the vehicle and your luggage to the nearest garage up to € 1,000;
- labour charges for roadside repairs up to € 125;
- costs of dispatch for parts up to € 150.

The costs you incur for replacement transportation must be logical and reasonable. You are entitled to a replacement vehicle. We aim to provide a replacement vehicle similar to your own vehicle.

Within your planned travel period, you are entitled to:

- a replacement vehicle for a maximum of 30 days;
- € 125 per day for a replacement vehicle, per vehicle;
- € 250 for extra travel costs that you incur if you bring or collect the means of transportation and have to travel for this by train, bus or taxi;

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- € 1,000 for extra travel expenses if you do not make use of a replacement vehicle. We only reimburse these costs if you have received consent for this from the Europeesche Help Line;
- € 75 per day for necessary extra accommodation costs, for a maximum of ten days;

### 2.11.6 What is not reimbursed?

- We do not compensate any costs for self-repairs and the parts required for this.
- Costs you would normally also incur, such as costs of living expenses. In that case, we deduct a maximum of 10% from your accommodation costs.

## 2.12 Wilful damage

Wilful damage is insured if this cover is shown on your policy sheet and you have paid premiums for this. Did you opt for the Office World or Field & Factory World travel insurance? If so, the Wilful Damage cover is co-insured as a standard provision. We define wilful damage as armed conflict, civil war, rebellion, civil disobedience or rioting.

### 2.12.1 What is insured?

You are insured for the consequences of wilful damage if you are in a country or area where an armed conflict or a civil war breaks out during your stay. You will be insured for at most seven days after the conflict breaks out. The cover will end automatically after seven days.

### 2.12.2 What is not insured?

You are not insured for damage that arises as a result of wilful damage in areas where a conflict situation already exists, such as an armed conflict, civil war, rebellion, civil disobedience or rebellion, mutiny or rioting. We refer you to the travel advice issued by the Ministry of Foreign Affairs for

more information about troubled regions.

You do not receive compensation for money and luggage that has been left behind or lost.

## 2.13 Employees who work and live outside The Netherlands

The cover for employees who live and work outside the Netherlands only applies if this cover is shown on your policy sheet and you have paid premiums for this.

### 2.13.1 Who is insured?

Employees who travel on business abroad on the instructions and/or for the account of the policyholder are insured.

This is subject to the condition that the insured:

- has a permanent place of residence in Europe;
- is older than age 16.

### 2.13.2 When is the insurance valid?

Cover commences at the moment the co-insured and/or his/her luggage leaves the place of residence for a business trip in Europe.

Cover ends at the moment the insured returns to his/her place of residence..

In that connection, we:

- consider the Netherlands to be the country of residence;
- consider the Netherlands to be a foreign country;
- consider travel within the country of residence to a destination that lies more than two hundred kilometres from the branch or place of residence of the insured person to be a trip abroad.

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Travel days are counted towards the total number of business travel days the policyholder reports to us each year.

### 2.13.3 What is not insured?

Employees who reside outside the Netherlands are not insured for Legal Assistance, Assistance and Vehicle Rental, Wilful Damage or Cancellation. Not even if it is included in the insurance.

Commuting is never insured.

### 2.13.4 No Dutch health insurance

Does the insured person have foreign health insurance? If so, the medical invoices must first be submitted to the own health insurer. We only handle claims on the basis of a payment report from the health insurer.

The maximum compensation supplementary to a foreign health insurance is € 30,000.

### 2.13.5 How do we handle damage?

All damage is determined in the Netherlands. The rules that are applicable and customary in the Netherlands are applied when handling damage. Claims for compensation must first be sent to the head office established in the Netherlands for verification and administration. We do not settle the damage until after this has taken place.

We pay a compensation to the policyholder in euros into a Dutch account. The policyholder is responsible for settling the compensation with the insured.

## 2.14 Cancellation: before the start of the trip

Cancellation is insured if this cover is shown on your policy sheet and you have paid premiums for this. The maximum

amount for which you are insured is stated on your policy sheet.

### 2.14.1 When are you insured?

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

### 2.14.2 What are you insured for?

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

### 2.14.3 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.
- After booking your trip, you or your partner discover that you/she is/are pregnant and this has direct consequences for the trip you have booked.
- You, a co-insured, a person who shares your home or your child must undergo a medically necessary intervention.
- You or another insured must be at home, due to material damage to a property, rented house or the company where you or a co-insured work.
- The person who lives abroad and with whom were going to stay during your trip becomes seriously ill, is seriously injured in an accident 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. There was also no way you could have known this.
- 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.

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- Unexpectedly, through no fault of your own, you cannot obtain a visa for your travel destination abroad. Unexpectedly and through no fault of your own means that you do not satisfy the visa requirements, but you do not receive a visa on time as a result of an uncertain event.
- Your long-term relationship or marriage is dissolved unexpectedly after the trip has been booked. '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/parents or child/children unexpectedly need/needs care urgently, which only you can provide.
- The private vehicle with which you were to make the trip breaks down thirty 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 breakdowns and the like.

All of these events are unforeseen, happen unexpectedly and take place during the term of this insurance policy.

### *Will you be travelling with somebody?*

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

### *Is your deputy unavailable?*

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 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 during your trip.
- Less than 30 days before the start of the trip, your deputy unexpectedly finds a rental or new estate house. You are also insured if, during your trip, your deputy has to be present for the transfer of his/her existing home, but only if he/she has no influence on the delivery or transfer date.

### 2.14.4 What is not insured?

Did you contract the cover 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, your deputy, a family member in the first or second 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.

### 2.13.5 What will be reimbursed to you?

- We reimburse the cancellation costs, to a maximum of the travel sum, including the surcharges you have paid (in advance).
- We compensate per insured at most the insured amount selected by you.
- 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.
- Has the travel agency already repaid you part of the travel sum or are you entitled to this? Then we will deduct this



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amount from our reimbursement. The same applies for any other reimbursements you have received or to which you are entitled.

### 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 does not reimburse the cancellation costs and does 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.

## 2.15 Cancellation: delayed departure

### 2.15.1 What is insured?

Are you travelling from the Netherlands by plane, bus, train or boat? And do you have a delay of at least 8 hours when travelling to your first destination? Then you are entitled to compensation.

Departure from an airport within a 100-km radius from the Dutch border is also considered to be departure from the Netherlands.

### 2.15.2 What is not insured?

You are not insured if your trip lasts less than four days.

### 2.15.3 What will be reimbursed to you?

If you are entitled to compensation under this cover, you are entitled to compensation on the basis of the daily travel sum. In order to calculate this, we divide the travel sum per person by the total number of travel days.

In case of a delay of 8 to 20 hours, you are entitled to compensation for one travel day.

In case of a delay of 20 to 32 hours, you are entitled to compensation for two travel days.

In case of a delay exceeding 32 hours, you are entitled to compensation for three travel days.

### Airplane departure delay EUclaim

Air passengers are entitled to compensation in case a flight is cancelled or delayed. This is provided for in EC Regulation 261/2004. EUclaim is company that helps air passengers submit claims with airline companies. If EUclaim has successfully arranged compensation for you, we will compensate the part withheld by EUclaim by way of payment for its services. The EUclaim confirmation of compensation should show what part was withheld by the company in this connection.

## 2.16 Cancellation: interruption of the trip

### 2.16.1 When are you insured?

You are insured for interruption costs throughout your trip. The commencement and end dates of your trip are shown on your booking form.

### 2.16.2 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:

- You, a family member in the first or second degree or a person who lives in your home dies, becomes seriously ill or

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- is seriously injured in an accident.
- You or your partner suffer complications during pregnancy.
- You, your partner or a child living at home must unexpectedly undergo a medically necessary intervention.
- The person 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.
- Your return is necessary in connection with serious material damage to property, your rented house or the company where you work.

If you or one of your insured travel companions are admitted to hospital during the trip for at least one night, you are also entitled to compensation on the basis of interruption of your trip.

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 interrupts the trip for one of the reasons listed above, we will reimburse your interruption costs, including in the event your travel companion is not insured for this.

### *Is your deputy unavailable?*

If your deputy becomes unavailable and you have to interrupt your trip for this reason, then you are entitled to compensation. 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 property, a 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 intervention.

### 2.16.3 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, your deputy 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.

### 2.16.4 What do we compensate?

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 you or your travel companion were 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.

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### [2.16.5 When do you not receive 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 will not be entitled either to compensation for the interruption costs.



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