

# Conditions annual travel insurance cancellation charges

## ABN AMRO Schadeverzekering N.V.

This is a translation of the original Dutch text. In the event of any disparity between the Dutch original and this translation, the Dutch text will prevail.

These conditions describe the cover for the part *cancellation charges* of your annual travel insurance. This insurance covers the financial consequences in the event of cancellation of your *trip*.

Do *you* have any questions? Call telephone number 0900 – 0024 (*usual call charges*).

### What do these conditions say?

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### What do the words in italics mean?

Some words in these conditions are printed in italics. These words have a special meaning. The interpretation of these words can be found in the list of definitions at the end of these conditions.



### How do *you* report that *you* have to cancel the *trip*?

Do *you* have to cancel the *trip*? Report this as quickly as possible. This is possible in two ways:

- ▶ *you* can call telephone number 0900 – 0024 (*usual call charges*);
- ▶ *you* can submit a *claim* in writing or online by means of a claim form. *You* can find the claim form on [abnamro.nl](http://abnamro.nl). *You* will find it quickly if *you* search using the words 'schade reis'.



### What changes must *you* always report?

*You* must report the following changes to us:

- ▶ if *you* move abroad. Then *you* will no longer be insured and the insurance will end;
- ▶ if your family situation as stated on the policy changes. Then we will adjust your premium accordingly.

Please note: *you* are required to report these changes within 14 days of their occurrence. If *you* fail to report a change on time, *you* could receive no or a lower payment in the event of *damage*.



## What does your cancellation insurance cover?

Your insurance covers the financial consequences in the event of cancellation of your *trip*. The cause must be sudden and unforeseen at the time the *trip* is booked.

Please note: The cover applies, unless there is a situation that your insurance never covers. Therefore, do not just read what your insurance covers, but also read what your insurance never covers.

### What does your insurance cover?

Your insurance covers the *cancellation charges* of an *insured* worldwide due to:

- ▶ a serious illness, serious injury after an *accident* or death of an *insured*, *partner* or his/her *family member*;
- ▶ a serious illness, serious injury after an *accident* or death of a person abroad who an *insured* would stay with. And this is consequently no longer possible;
- ▶ a serious illness, serious injury after an accident or death of a *manager of the affairs*;
- ▶ a complication in case of pregnancy or existing illness of an *insured*, his/her *partner* or child living with him/her;
- ▶ pregnancy of an *insured* after the *trip* has been booked;
- ▶ a necessary operation of an *insured*, his/her *partner* or child living with his/her;
- ▶ the fact that an *insured* is unexpectedly given custody of an acknowledged adopted child as a consequence of which the *trip* cannot take place;
- ▶ cancellation of the *trip* intended for the adoption of an acknowledged adopted child;
- ▶ the fact that an *insured* cannot have a mandatory vaccination for a *trip* further to medical advice;
- ▶ serious *damage* to a home or a company of an *insured* or the company where the *insured* is employed, that requires immediate personal presence;
- ▶ *damage* to the *holiday home* of an *insured*. And staying there or somewhere else is not possible;
- ▶ unemployment of an *insured* by forced dismissal;
- ▶ the unemployed *insured* accepting an employment contract of at least 20 hours per week. Whereby personal presence is required;
- ▶ failure of the *means of transport* within 30 days before the start of the *trip*. And repairs or a replacement vehicle can no longer be arranged in time;
- ▶ unexpected allocation of a rented house or unexpected completion of an owner-occupied house during the *trip* or within 30 days prior to the *trip*. And the *insured* cannot postpone the date set for this purpose;
- ▶ an *insured* failing to obtain the required visa without fault on the part of an *insured*;
- ▶ a secondary school examination which an *insured* can only resit during the *trip*;
- ▶ a divorce or termination of a cohabitation contract of an *insured*;
- ▶ delay in departure or arrival of more than 8 hours of an aircraft, bus, train or boat. But only if the *trip* takes longer than 3 days;
- ▶ an *event* that happens to a *travel companion*. But only if this *event* is also covered under the cancellation cover of this travel companion.



## What does your cancellation insurance never cover?

### Your insurance NEVER covers *cancellation charges*:

- ▶ caused or arisen before the start or after the termination date of your insurance;
- ▶ if the start date of the insurance is more than 7 days after the booking of the *trip*;
- ▶ if national or international laws or rules prohibit this;
- ▶ in connection with a *trip* to an area in respect of which the Ministry of Foreign Affairs has advised not to travel there. See also [rijksoverheid.nl/reisadviezen](http://rijksoverheid.nl/reisadviezen). Please note: This does not apply if an *insured* demonstrates that he could not know this or that he was already in the area. In that case, the *insured* has to leave this area as soon as possible;
- ▶ due to *intent*, serious negligence or an illegal activity on the part of an *insured*;
- ▶ due to *acts of war* or a *nuclear reaction*;
- ▶ due to *terrorism* that is not covered by the Nederlandse Herverzekeringsmaatschappij Terrorismeschaden (NHT) [Dutch Terrorism Risk Reinsurance Company]. See also [nht.vereende.nl/downloads](http://nht.vereende.nl/downloads);
- ▶ due to an *event* that was foreseeable upon concluding your insurance or when booking a *trip*;
- ▶ due to failure of a *means of transport* because it has an *inherent defect*;
- ▶ that are covered or compensated based on a law, provision or another insurance. Or that would be covered or compensated on that basis if this insurance did not exist.

>> Words that appear in italics are explained in the list of definitions on page 6.

## What happens if *you* report a *claim* to us and what do *we* pay out?

1

### What do *we* do if *you* report a *claim* to us?

If *you* report a *claim* to us, *we* will determine what happened and whether the *damage* is covered. And the scope of your *claim*. *You* give us the information *we* need. What if *you* or another *insured* do/does not cooperate in the assessment of the *claim* or fail/fails to observe another obligation from the conditions? Then *we* may refuse to pay out a *damage*.

2

### How do *we* determine whether there is cover?

In order to determine whether there is cover *we* use these conditions, your policy and the information *we* received.

3

### How do *we* determine the payout in case of covered *cancellation charges*?

The amount of the payout for covered *cancellation charges* differs in a number of situations. In that context, the following applies:

- ▶ Does an *insured* cancel his *trip* before departure? Then *we* only compensate the part of the *total travel costs* for this *insured*. Is a part repaid by the agency where the *trip* was booked? Then *we* deduct that amount;
- ▶ Does an *insured* prematurely terminate the *trip* or does he have to interrupt the *trip*? Then *we* only compensate the part of the *total travel costs* of the missed travel days of this *insured*;
- ▶ Is an *insured* hospitalized with at least one overnight stay? Then *we* only compensate the part of the *total travel costs* of the days of hospitalization for all insured persons;
- ▶ Does an *insured* have more than 8 hours delay of an aircraft, bus, train or boat to the travel destination? Then in case of a delay of up to 20 hours *we* only compensate the part of the *total travel costs* of one day. In case of a delay of 20 to 32 hours *we* only compensate the part of the *total travel costs* of two days. In case of a delay of more than 32 hours *we* only compensate the part of the *total travel costs* of three days.

For *cancellation charges* a maximum insured sum per person per *trip* applies. This amount is on the policy. *We* never pay out more than this amount for *cancellation charges*.



## What other agreements are there?

### When does your insurance start?

The insurance starts on the starting date. The starting date is on the policy.

### When does your insurance change?

The insurance will be changed on the date of change. The date of change is on the changed policy. The policy that *we* have issued previously expires as of the change date.

### In what situations may *we* change your insurance?

*We* may always change the conditions or premium of your insurance on the revision date. *We* may also change your insurance at other times:

- ▶ Has the policyholder reported a change in the risk? Or are the details on the policy incorrect? Then *we* may change the premium or conditions.
- ▶ Do *we* want to change the insurance for a specific group of insurances or policyholders at the same time? Then *we* may change the premium, conditions or discounts on a date *we* choose.

Do *you* not agree to a change? Then *you* may terminate the insurance. The insurance will then end on the date of change. What if *you* do not terminate the insurance? Then *you* accept the change.

### When may *you* terminate your insurance?

*You* may terminate your insurance one year after the starting date at any time without giving reasons. *You* must give notice of the termination of the insurance 30 days before the desired termination date.

### When may *we* terminate your insurance?

*We* may terminate your insurance on the revision date. The revision date is on the policy. *We* must give notice of the termination of the insurance 60 days before the revision date.

*We* may also terminate your insurance in the following situations:

- ▶ within 30 days after *damage* has been reported, rejected or paid out;
- ▶ if an insured person provides incorrect information, or commits fraud or deception;
- ▶ in the event of changes which *you* must report;
- ▶ if the ABN AMRO bank account that is linked to this insurance is closed;
- ▶ if *you* have not paid the premium despite a warning.

### When and how do *you* pay the premium?

*You* pay the premium around the 1st of every month. This date is called the premium due date.

The premium, costs and insurance tax are automatically debited from your account. If this fails or *we* do not receive any premium? Then *we* will send *you* a warning. And if *you* still do not pay afterwards? Then cover automatically lapses 15 days after *we* have sent *you* a warning. And *we* may terminate the insurance.

### Transfer or time-barring

In the event of *damage* or an *accident* *you* cannot transfer any objects to us.

Claims will be time-barred 3 years after a payout has been made for an *accident* or *damage*. Or three years after an *accident* or after *damage* arose and *you* did not report this to us.

### Complaints

Do *you* have a complaint about this insurance or about our service? Then *you* can lodge this complaint with us. *You* can lodge your complaint by means of a complaint form. The complaint form can be found on abnamro.nl. *You* will find it quickly if *you* search using the word 'klachten' [complaints]. Are *you* not satisfied with the outcome? Then *you* can present it to the independent Klachteninstituut Financiële Dienstverlening (KiFiD) [Financial Services Complaints Authority], P.O. Box 93257, 2509 AG The Hague or via kifid.nl. *You* may also submit the complaint to a court in the Netherlands.

>> Words that appear in italics are explained in the list of definitions on page 6.

### **Protection of privacy and electronic recording**

*We* are bound by the “gedragscode Verwerking Persoonsgegevens Financiële Instellingen” [Code of Conduct for the Processing of Personal Details by Financial Institutions]. This code of conduct can be found on [verzekeraars.nl](http://verzekeraars.nl) if *you* search for ‘gedragscode’.

Do *we* communicate with each other electronically? For example, via internet, e-mail or telephone. Then *we* can record this communication electronically. As proof or to improve the service.

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### **How do *we* protect *you* and ourselves against intentionally incorrect information, deception or misleading information?**

*We* presume that *we* will be informed correctly and completely. If there is a suspicion of intentionally incorrect information, deception or misleading information *we* can carry out an investigation. *We* do that in accordance with guidelines of the *Verbond van Verzekeraars*. Because *we* work together with *Nationale Nederlanden*, *we* also follow their guidelines. *You* can find more information about this on [abnamro.nl/kkv](http://abnamro.nl/kkv).

After carrying out an investigation *we* will make a decision. For example, to immediately terminate the insurance or not to make a payout. *We* may also terminate other insurances *you* have taken out with us. In addition *we* can decide to demand repayment of payouts and seek recovery of the investigation costs. *We* can also report the matter to the police. All these measures are to ensure that *you* do not pay unnecessary premium because others do not handle their insurance properly.

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### **Sanctions regulations**

Sometimes, national and international (sanctions) rules may forbid us to conclude an insurance agreement with *you*. The insurance does not come into being if *you* or another interested party is on a national or international sanctions list. As *we* check this retrospectively, a ‘condition subsequent’ applies. The condition subsequent is: “The agreement will only be concluded if it does not appear from testing that it is prohibited, on the basis of sanctions rules, to provide financial services for or on behalf of: policyholder; insured parties, co-insured parties and other (legal) persons who could benefit from the existence of the agreement; representatives and authorised representatives of the policyholder’s company; ultimately beneficial owners of the policyholder’s company”.

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### **Dutch law**

This insurance is governed by Dutch law. Does a dispute result in a dispute before a court? Then, the dispute is submitted to a court in the Netherlands.

# List of definitions



Definition	Explanation
Accident	<p>is a sudden and unexpected force as a result of which <i>you</i> suffer a physical injury or die. The physical injury should be medically determinable and the force must be inflicted directly on the body of the <i>insured</i> from an external source. In our definition, <i>accident</i> also includes:</p> <ul style="list-style-type: none"> <li>▶ sprains, dislocation or tearing of a muscle or tendon;</li> <li>▶ suffocating, drowning, freezing or sunstroke;</li> <li>▶ infection of wounds or blood poisoning arising in connection with an <i>accident</i>;</li> <li>▶ a lack of subsistence due to a shipwreck, getting lost, emergency landing, flood, being snowed in or ice-bound;</li> <li>▶ complications or worsening of an injury due to the ER or medical treatment of an <i>accident</i>;</li> <li>▶ lumbago, sprained muscles or strains;</li> <li>▶ a tenosynovitis, whiplash or epicondylitis humeri (tennis elbow);</li> <li>▶ skin injury of a hand or foot due to friction with a hard object;</li> <li>▶ sudden poisoning as a result of inhaling a harmful gas, a harmful vapour or poisonous substance. Please note: this does not include poisoning due to the use of medicine or alcoholic beverage or an allergic reaction;</li> <li>▶ an <i>accident</i> when saving or necessarily defending a human or animal;</li> <li>▶ typhus, paratyphoid fever, dysentery or Weil's disease caused by: <ul style="list-style-type: none"> <li>- an involuntary fall into the water or another liquid;</li> <li>- an attempt to save a human or animal from the water or another liquid.</li> </ul> </li> </ul>
Acts of war	<p>is organised violence as described in the Dutch Financial Services Supervision Act. <i>We</i> adhere to this description. To summarise, there are <i>acts of war</i> in the event of organised violence:</p> <ul style="list-style-type: none"> <li>▶ of a country, state or militant organisation which engages in war with military weapons;</li> <li>▶ of an armed peace-keeping mission of the United Nations;</li> <li>▶ of a population group or a large group of citizens who are engaged in a civil war;</li> <li>▶ of a group or movement which rebels or riots against the government;</li> <li>▶ of group members which mutiny against a ruling authority;</li> <li>▶ of activists resulting in domestic unrest at various locations.</li> </ul>
Cancellation charges	are the costs of cancellation, interruption or premature termination of a <i>trip</i> .
Claim	is a request for reimbursement of <i>cancellation charges</i> .
Damage	is material <i>damage</i> to or loss of a <i>thing</i> .
Event	is an incident. <i>We</i> deem several incidents which have the same cause as 1 <i>event</i> .
Family member	is a child, parent, grand child, grand parent, brother, sister, brother in law, sister in law or <i>partner</i> .
Holiday home	is the accommodation of an <i>insured</i> at the travel destination. In our definition, <i>holiday home</i> does not include a hired camper van, touring caravan, boat and/or related <i>thing</i> .
Inherent defect	is <i>damage</i> which does not arise due to an external <i>event</i> , but due to a feature or defect of the <i>thing</i> itself.
Insured	is a person named on the policy as <i>insured</i> .
Intent	is negligence that can be attributed to someone.
Manager of the affairs of an insured	is a person who represents the interest of an <i>insured</i> .
Means of transport	is a motor vehicle, bicycle, moped or pleasure boat with which an <i>insured</i> makes the biggest part of the <i>trip</i> . In our definition, <i>means of transport</i> also includes a caravan or trailer.
Nationale Nederlanden	is NN Group N.V. of which <i>we</i> are part.
Nuclear reaction	is a nuclear reaction whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Partner	is a husband, wife, registered partner or the household member with whom an <i>insured</i> cohabits on a long-term basis.
Terrorism	is violent behaviour in the form of an attack or malicious contamination. And is intended to realise political, religious or ideological goals. A document has been prepared on the reinsurance of <i>terrorism</i> . Said document sets out what is insured. The document is called 'protocol afwikkeling claims' [Claims Handling Protocol]. The document can be found on <a href="http://nht.vereeende.nl/downloads">nht.vereeende.nl/downloads</a> .
Thing	is a tangible object as described in the Dutch Civil Code.
Total travel costs	is the amount that was paid before the start of the <i>trip</i> or has to be paid for the booked or reserved <i>holiday home</i> or transportation.
Travel companion	is another person with whom an <i>insured</i> has booked or makes a <i>trip</i> or with whom he is planning to make a <i>trip</i> .

Trip	is a stay outside the place of residence. A <i>trip</i> starts if an <i>insured</i> or his luggage leaves his home in the Netherlands and ends upon the return to the Netherlands. A <i>trip</i> in the Netherlands should at least have 1 booked overnight stay. In our definition, <i>trip</i> does not include a stay at a seasonal or annual site in the Netherlands.
Usual call charges	are your <i>usual call charges</i> without surcharge. These charges are set by your telephone provider.
Verbond van Verzekeraars	[Dutch Association of Insurers] is an association representing the interests of insurers. See also <a href="http://verzekeraars.nl">verzekeraars.nl</a> .
We	is ABN AMRO Schadeverzekering N.V.
You	is the person who is stated on the policy as policyholder. This person took out the insurance and paid the premium.