

TERMS AND CONDITIONS UNIGARANT CANCELLATION INSURANCE POLICY KAN UGA

GENERAL

Article 1. Definitions

The terms below are used several times in the terms and conditions. For the sake of clarity we have provided definitions.

1. Policyholder:

The person who takes out the insurance.

2. Insured party:

- a. you;
- b. the person(s) for whom this policy was taken out.

3. You:

the insured party or the policyholder.

4. We, us or insurer:

Unigarant N.V. (licence number AFM 12011826), PO Box 50.000, 7900 RP Hoogeveen for the account and at the risk of UVM Verzekeringsmaatschappij N.V. (licence number AFM 12000595) in Hoogeveen.

5. Damage incident:

An incident or series of incidents from which a claim for compensation can arise and regarding which you, the insured party and/or the party entitled to compensation as well as us, at the time of concluding the agreement, were uncertain that damage had arisen or could arise in the normal course of events.

5. Family:

Persons who are registered in the civil registry at the same address and who live together as a family.

6. Household member(s):

Those who are registered in the civil registry as living at the same address.

7. Certificate of insurance:

- a. the document signed by the insurer and stamped on its behalf for payment that is issued to the policyholder as acknowledgement of the conclusion and scope of the insurance;
- b. the booking form prepared by the travel agency that is issued to you and on which the conclusion and scope of the insurance is stipulated.

8. Fixed address:

the address at which the insured party is registered in the civil registry.

9. Return trip:

the total amounts due and/or paid in advance for the booking and reserving of transport and/or accommodation. The costs of travel and sub-trips, excursions and the like that are booked at the destination are not included in this.

10. First and second-degree relatives:

- a. First degree: spouse, life partner, parents/step parents/parents-in-law, children/sons and daughters-in-law/step children;
- b. Second degree: brothers, brothers and sisters-in-law, step brothers and sisters, grandparents and grandchildren.

11. Cancellation:

the reasonable and necessary interruption of, or the premature termination of a package (consisting of the booked trip and/or accommodation) that occurs or has occurred as a consequence of unforeseen circumstances beyond the control of the insured party.

12. Cancellation costs:

the return trip or part thereof and booking costs due in the event of cancellation.

13. Day of holiday not taken

an uninterrupted period of 24 hours that falls within the reserved holiday period. The inability to enjoy the holiday period must be unexpected and unforeseen.

14. In writing:

by letter or card, as well as by fax or e-mail. If we send you a notification, we will send it to the most recent address in our records.

15. Travel:

A trip and/or accommodation of a purely recreational nature that has not yet commenced at the time the insurance is taken out.

Article 2. On what is the insurance based?

1. On the information you provide to us;
2. On the policy that is issued after acceptance based on the answers provided by you.
3. On these policy terms and conditions and any agreements (special provisions) agreed with you.

Article 3. When does the insurance commence?

1. On the commencement date stated on the booking form.
2. Never prior to the time at which the insurance was taken out.
3. A period of 14 days applies as a cooling-off period in which you can decide not to conclude the insurance agreement. In such instances the insurance policy never goes into force. No costs are involved in terminating the insurance within the cooling-off period. Nor are any premiums due. This cooling-off period ends on the commencement of the insurance policy.

Article 5. When does the premium have to be paid?

1. You always pay the premium in advance. The costs and insurance tax are included.
2. If you fail to pay the premium within 14 of it being due, then there is no insurance cover from the date of commencement. We are not obliged in this instance to send an overdue payment reminder.
3. If we are forced to collect payment by legal means or via another external procedure, all additional costs are for your account.
4. You remain obliged to lay the premium and additional costs.
5. The cover is reinstated 1 day after the receipt of all payments due under the proviso that we have not yet terminated the insurance. Damage incurred in the period in which the insurance policy had lapsed is not covered.

Article 6. What are the obligations of the insured party in the event of damage?

1. to report the damage to us as soon as possible;
2. to limit the extent of the damage as far as possible;
3. to follow the instructions given by us, by the ANWB Emergency Centre and/or an expert;
4. to lend your complete cooperation;
5. to provide all information in good time so that we can settle the claim;
6. to make no promises, give no statements or take any action that can harm our interests;
7. to demonstrate the damage or make it credible;
8. to submit the following documents:
 - a. the cancellation notification;
 - b. proof of the booking and/or the reservation notification;
9. to inform us if the damage caused is covered under another insurance policy or can be recovered from a third party.

Article 7. How is the damage assessed?

Based on the information you provide, using an expert possibly engaged by us and by applying these terms and conditions.

Article 8. When is a claim paid out?

Once we have received all the necessary information we determine if there is any entitlement to compensation. If compensation is to be paid, we will make payment of the amount concerned within 14 days.

Article 9. Is there a limitation period for a claim?

The statutory legislation and regulations on limitation periods apply. If we reject your request for compensation you must respond within 3 years. If you fail to do so, your claim will no longer be dealt with.

Article 10. What happens if a claim is also covered by another insurance policy??

We do not pay out a claim that is paid out or would be paid out on the basis of law or another insurance policy if you were not insured with us. However, we do pay out the amount of the claim that is in excess of the amount insured elsewhere up to the maximum amount insured with us.

Article 11. When do not pay compensation?

When the damage (that has occurred and/or been worsened):

1. a. was caused with your permission and/or the permission of another party concerned;
b. was caused expressly or by recklessness on your part or on the part of another party concerned;
2. was caused by acts of war or armed conflict, civil war, rioting, domestic unrest, revolution or revolt;
3. was caused by a nuclear reaction;
4. was caused by fraud or an attempt to defraud on the part of the insured party. Fraud is taken to mean: the express receipt or attempt to receive compensation for damage or expenses, or the repair of damage in kind for which there is no entitlement, and/or assistance and/or legal aid or cover based on false information.
The consequences of this may be that:
a. we make a report to the police;
b. we terminate the insurance policy;
c. we register you in the identification system used by insurance companies;
d. you have to repay the costs incurred and/or compensation paid out;
5. when you do not fulfil your obligations and consequently harm our interests;
6. when you were under the influence of alcohol, medication, sedatives or stimulants or similar substances;
7. as a result of a crime perpetrated by you.

Article 12. What happens in the case of damage due to terrorism?

We pay out claims based on the Claims Settlement Protocol of the Dutch Reinsurance Company for Terrorism Cover (NHT). This protocol states that we can limit the compensation for terrorism or malicious contamination. You can read the complete text of this protocol on www.terrorismeverzekerder.nl.

Article 13. What so you do if you have a complaint about us?

If you have a complaint or disagree with a decision made by an employee of ours and you cannot reach agreement with the employee, you can send your complaint to:

Unigarant Verzekeringen
Afdeling Klachtenmanagement
Postbus 50000
7900 RP Hoogeveen.
www.unigarant.nl

If we fail to resolve matters to your satisfaction, you can take the dispute to the competent court or to:

Stichting Klachteninstituut Financiële Dienstverlening (Kifid)
(Financial Services Complaints Tribunal)
Postbus 93257
2509 AG Den Haag
Tel.: 0900-3552248
www.kifid.nl

Article 14. Applicable law

The Insurance policy is governed by Dutch law.

Article 15. How do we deal with your personal data?

When concluding or amending the insurance policy or in the event of a claim, personal data and possibly other information is requested. We process this for:

1. entering into and executing an agreement(s);
2. fulfilling legal obligations;
3. customer relations management.

In addition, we can inform you about (existing and/or new) products and services relevant to you. If you would like to receive such information please tell us so by writing to:

Unigarant Verzekeringen
Afdeling Klantcontact
Postbus 50000
7900 RP Hoogeveen.

In line with a responsible acceptance policy, Unigarant N.V. will refer to your data and/or report it to the Central Information System (CIS) in Zeist. The aim of this is to manage risks and combat fraud (cf. www.stichtingcis.nl). We are a member of the Dutch Association of Insurers and we comply with the Code of Conduct for the Processing of Personal Data by Financial Institutions (cf. www.verzekeraars.nl).

CANCELLATION COVER

Article 13. What is insured?

1. serious accident, serious illness or the death of:
 - a. the insured party;
 - b. a first or second-degree relative or member of the household;
 - c. the work replacement if stated in the policy;
 - d. another person (third party), if stated on the booking form;
2. the inability to continue with an intended visit abroad to family or friends resident there, due to sudden serious illness, serious accident or death making it impossible to accommodate the insured party;
3. damage to the accommodation rented that renders it unfit for;
4. pregnancy detected after taking out the insurance, which can be verified by a pregnancy certificate. It is also possible to cancel the trip as result of complications arising from pregnancy;
5. due to medical reasons, the insured party is unable to be vaccinated although vaccination is compulsory for the chosen destination;
6. material damage to properties, dwellings or industrial buildings of the insured party to such an extent that the insured party in the capacity as owner, tenant or de facto manager has – possibly after being recalled – to be present on site;
7. the personal transport of the insured party can no longer be used while travelling to the destination and repatriation or import of the vehicle is necessary is necessary.
8. the insured party can no longer use the personal transport or camper van or trailer due to an external event, such as collision, theft and fire within 30 days prior to the departure date, and the transport can also no longer be repaired on time.
9. Involuntary unemployment not attributable to the insured party. The date of loss of employment is no more than 1 month after the end of the trip.
10. The insured party gets a new job. Cancellation of the trip is possible if:
 - a. the insured party had been unemployed and had been receiving unemployment benefits, and;
 - b. the insured party receives a permanent contract or a contract for at least 1 year, and;
 - c. the insured party will be employed for at least 20 hours a week, and;
 - d. the insured party will start the new job no later than 10 weeks before departure or during the holiday;
11. the insured party is unexpectedly allocated a rental dwelling within 30 days of the start of the trip. The insured party must produce an official lease agreement;
12. the insured party buys a house. The house will be delivered or transferred within 60 days of the start of the trip or during the holiday;
13. the insured party is getting a divorce. The divorce proceedings were started after the trip was booked. The same applies to the dissolution of a registered civil partnership;
14. the insured party must retake an exam or test after the final exams of a multi-year study programme. The retaking of the exam or test is unexpected and cannot be postponed until after the trip;
15. the insured party unexpectedly is denied a visa for the holiday destination. It may not be the fault of the insured party that the visa is denied;
16. a travelling companion who has cancellation insurance with another insurer, cancels the trip due to an incident that falls under the insurance cover. We will compensate the cancellation costs of the insured party if:
 - a. due to the cancellation of the travelling companion, the insured party must travel alone, and;
 - b. the insured party and the travelling companion were to take the round trip together, and;
 - c. the cancellation insurance of the travelling companion does not compensate the costs of the insured party;
The insured party in this case can also be a family.

17. the insured party unexpectedly is awarded a child for adoption so that the trip cannot go ahead;
18. if, outside the control or fault of the insured party, the adoption for which the trip was booked does not go ahead;
19. in the event of a surgical procedure of the insured party connected to the transplanting of a donor organ;
20. in the event of the theft, loss or misplacement of travel documents needed for the trip on the day of departure, and a temporary replacement document cannot be issued. The insured party must report the theft or loss immediately to the local police and submit a copy of this report to us.

Article 14. What is not insured?

Damage incurred in the situations below is not insured:

1. riots involving the use of firearms aimed at overthrowing the established authorities;
2. consisting of loss of income;
3. due to cancellation for a reason not mentioned under article 13.

Article 15. We pay compensation for:

1. the cancellation costs that the insured party has to pay after cancellation;
2. the loss incurred in the premature termination of the trip. We pay pro rata compensation for this loss;
3. the loss incurred in the event of the unforeseen hospitalisation (minimum of one night) of the insured party. We pay pro rata compensation for this loss. This compensation applies to:
 - a. the admitted insured part, and;
 - b. the first and second-degree family members in the travel party who are mentioned in the policy, or;
 - c. 1 guide who is travelling with the insured party (this guide must also be insured with us);
4. the loss incurred by the insured party and possibly 1 guide if it is medically not advisable to continue the trip that was booked before departure. We pay pro rata compensation for this loss;
5. the costs of rebooking the trip for a later date in order to avoid having to cancel the entire trip;
6. the increase in the original costs of the round trip per person in the event of partial cancellation of the trip. We pay compensation up to a maximum of the total cancellation costs;
7. the additional travel expenses of the insured party due to being advised for medical reasons to travel by a different mode of transport than was planned for travelling to the holiday destination;
8. Half of the price of the separate plane ticket if the ticket is for a return trip and only the ticket for the outward journey has been used.
9. the loss incurred if the insured has to return to the Netherlands due to a serious accident, severe illness or death of:
 - a. the insured;
 - b. a first or second-degree relative or member of the household. There must be an immediate life-threatening situation (or the risk of one arising). We pay pro rata compensation for this loss.
10. in the event of a delayed flight, boat, bus, or train on departure or arrival at the holiday destination. This delay was outside the control of the insured and the tour operator or transport company. We pay compensation for delays:
 - a. of 8 to 20 hours, 1 day;
 - b. of 20 to 32 hours, 2 days;
 - c. of more than 32 hours, 3 days.

Article 16. Entitlement to compensation

If one of the insured parties as set out in article 1.2 cancels before departure for an insured reason, the insured parties who belong to the same family may also cancel.

If the insured parties do not live as members of the family, a payout is made for a maximum of 4 insured parties, or for 4 insured families.

In the event of interruption or termination of the holiday, pro rata compensation is paid out for insured parties who belong to a family as well as for a maximum of 1 additional insured family unless agreed otherwise under Special Provision 02.

Article 17. Claims payment

1. We will pay out the compensation once we have determined it, to:
 - a. you, as the policyholder, or;
 - b. your travel agency if this agency so requests. You may not object to this. The payment will only be transferred to a Dutch bank account or giro account provided by you;

SPECIAL PROVISIONS

01 Business agent or third party

The insurance covers the costs of cancelling the holiday or individual parts thereof as a result of the death, serious illness or accident of a person/persons specified further in the policy document or of his/her first degree relatives, with the proviso that the additional premium has been paid.

02 Group cancellation

A. Death of a member of the travel party

The insurance covers the costs of cancelling the holiday as a result of the death of a member of the travel party, with the proviso that the additional premium has been paid.

B. The death, illness or accident suffered by a member of the travel party. The insurance covers the costs of cancelling the holiday as a result of the death, serious illness or accident of persons/a person who are/is part of the travel party, specified further in the policy document, or of his/her first degree relatives, with the proviso that the additional premium has been paid.

03 Pets

The insurance covers the costs of cancelling the holiday as a result of the sudden discovery of a life-threatening illness or serious injury due to an accident or due to the death of a pet, further specified in the policy document (dog, cat, horse), with the proviso that the additional premium has been paid.

The claim must demonstrate the severity of the illness or the death by means of a written statement by the vet as well as a copy of the ID or vaccination card of the pet involved.

The insurance covers a maximum of 3 pets.

04 Maximum compensation for tickets

- for non-refundable plane tickets (100% costs on cancellation) a maximum 70% of the price of the ticket will be paid out.
- this cover also applies to theatre tickets.

The premium should be calculated over the total price of the ticket(s) including airport taxes.