

# **Policy terms and conditions Multi-trip travel insurance for Private individuals**

**These policy terms and conditions form an integral part of the Hoeksche Waard Total insurance for Private individuals (HWTP). If there are any differences between the HWTP terms and conditions and this product, the terms and conditions of this product apply.**

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## General

### 1 What is insured?

With the Multi-trip travel insurance from Hoeksche Waard Assuradeuren, you are insured for any damage you incur during personal trips and the personal part of any combined personal and business trips intended for administrative and commercial activities.

The personal part of any combined personal and business trip comprises only those days when your travel and/or subsistence costs are not paid for or reimbursed by your employer. Any travel undertaken in connection with a work placement or volunteer work is classed by us as personal travel.

The amount of compensation you receive for damage depends on the type(s) of cover you take out. For more information, please see the terms and conditions for specific cover. This document first explains the terms and conditions that apply to all types of cover.

### 2 What should I do if I need help during my trip?

If you need help immediately during a trip, then please contact the Emergency Service Centre, as stated in your policy. This number is open 24/7.

Please have the following information to hand:

- your insurance certificate with policy details;
- the name and address of your accommodation;
- a telephone number that you can be reached on;
- the name and telephone number of the facility where you and/or your co-insured party/parties are being treated.

If you have suffered any damage to your motor vehicle, caravan, trailer tent or bicycle, please have the following information to hand:

- the details of your motor vehicle, caravan, trailer tent or bicycle;
- the name, address and telephone number of the garage or other business where your vehicle is being repaired.

### 3 Who is insured?

In addition to you, as the policyholder, you may also have a number of other people insured under your policy. These people will be listed by date of birth on your policy schedule. If we refer to 'you' or 'I' in these terms and conditions, we

mean both the policyholder as well as the other insured parties.

#### 3.1 Children

Children (including foster children and stepchildren) up to 21 years old can be co-insured if they:

- live with you – the policyholder – permanently; or
- fall under the Student Finance Act (Wet Studiefinanciering) and live away from home for studying .

You must inform us of all children you want to include in the insurance policy, including children under five.

No additional premium applies to children under five.

#### 3.2 Spouse or partner

Your spouse or partner may be insured if they live with you – the policyholder – permanently.

## 4 When am I insured?

Cover provided under this insurance starts as soon as you leave your home address to travel. Your insurance application or change request must have been previously approved, for which you will have received confirmation. Cover ends as soon as you arrive home. The insurance will then remain in place, but cover will only apply when you travel again.

#### 4.1 Maximum trip duration

Your trips are insured for a maximum of 120 consecutive days. If your trip lasts longer, you are not insured for any additional days. You can take out long-term travel cover for up to 180 days, as explained in your policy schedule.

If you are unable to return home within 120 or 180 days due to damage or injury that you have suffered, then cover will continue to apply until the earliest opportunity that you are able to return home. The damage or injury must be the result of an incident covered by this insurance.

#### 4.2 Exception to cancellation cover

If you have taken out cancellation cover, then cover starts as soon as you have booked your trip.

This means that cover starts earlier than without cancellation cover. For cover to apply:

- you must have taken out cancellation cover before

or within 14 days of booking your trip and/or accommodation; and

- you must have paid the premium.

Cover for each trip ends on the day that the trip ends or would have ended, e.g. the last day of your travel or the last day of your accommodation booking.

#### **4.3 Exception to legal assistance cover**

If you have taken out legal assistance cover, then you are also covered for any legal disputes that arose before you took out this cover. For cover to apply:

- the dispute must fall under the terms and conditions of the cover; and
- the incident that led to the dispute must not have occurred more than 14 days before the legal assistance cover was taken out.

## **5 In which countries am I insured?**

This insurance provides cover in:

- Europe, including the Azores, Madeira, the Canary Islands, Turkey and Greenland;
- the following non-European countries of the Mediterranean region: Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Syria and Tunisia.

Note:

- Some European countries have territories outside Europe. This insurance does not provide cover in such territories, except the territories mentioned above. In case of doubt, please contact us.
- The following countries are excluded from driver assistance cover: Netherlands, Albania, Greenland, Lebanon, Libya and Syria.

#### **5.1 Worldwide cover**

If you have taken out worldwide cover, then you are covered in any country in the world. However, this does not apply to driver assistance cover, which is only valid in the countries listed above.

#### **5.2 Terms and conditions for cover in the Netherlands**

In the Netherlands, cover is only provided if:

- your journey to or stay in the Netherlands is part of a trip whose final destination is abroad; or
- you can produce an invoice demonstrating at least

one night's stay in the Netherlands during your trip.

The invoice must not be for a fixed berth or pitch at a bungalow park, campsite or marina. The invoice must be drawn up by a person who or organisation that provides overnight accommodation as a business or profession.

Note: Driver assistance cover does not apply in the Netherlands.

## **6 What is not insured?**

The terms and conditions for Hoeksche Waard Total insurance for Private individuals (HWTP) contain a number of situations that are not covered by this insurance. In addition, you are not insured for the following damage or costs:

#### **6.1 Damage from winter sports**

You will not receive compensation for damage that occurred while practising winter sports. Please see the Definitions section for the sports that we specifically refer to in each category. If you have taken out winter sports cover, then you are covered for damage from winter sports. Damage suffered during cross-country skiing is always covered, even if you have not taken out winter sports cover.

#### **6.2 Damage from dangerous sports**

You will not receive compensation for damage that occurred while practising dangerous winter sports. Please see the Definitions section for the sports that fall under this category.

#### **6.3 Damage that you could have foreseen**

You will not receive compensation for damage or costs that you were aware of or could have been aware of before you travelled.

#### **6.4 Damage when driving without a licence**

You will not receive compensation for damage or costs that you incurred while driving a motor vehicle that you were not entitled to. For example, you did not possess a valid driving licence that was required in the Netherlands for that motor vehicle, or you were disqualified from driving at that time.

You will not receive compensation for damage or costs that arose when:

- you were travelling in a motor vehicle with a driver who was not entitled to drive it; and
- you were or could have been aware that the driver was

not entitled to drive it.

### **6.5 Damage suffered while no longer living in the Netherlands**

You can only take out this insurance if you live in the Netherlands. If you move to another country, then the insurance will end 30 days after you have moved.

If you live in another country and failed to tell us, we will not pay any compensation for damage or costs incurred in an incident that occurred after you moved.

### **6.6 Damage caused by a criminal offence**

You will not receive any compensation for damage or costs incurred, in whole or part, while you were committing or attempting to commit a criminal offence, as an accomplice or otherwise.

## **7 When can I terminate this insurance?**

You may terminate this insurance at the end of your first policy year. After that, you may terminate the insurance, either immediately or on any date thereafter. You can specify the preferred date of termination in your cancellation letter.

### **7.1 Termination after a change to the terms and conditions in the first year**

You may also terminate this insurance if you do not agree with any changes to the policy terms and conditions that we wish to make. You will always receive notice of such changes one month in advance. If the changes reduce the cover provided under this insurance, then you may terminate the insurance within one month of us informing you about the change, even if this is in your first policy year. Otherwise, we will assume that you agree with such changes.

If you terminate the insurance for this reason, the insurance will end on the date on which the change would have taken effect. We will refund any proportion of the premium that you are owed.

You may not terminate your insurance if the changes have been made due to a change to legislation or regulations.

### **7.2 Terminating immediately after concluding the insurance**

A 14-day cooling off period applies as soon as you have received this policy schedule. You may terminate the policy

at any time during these 14 days by contacting us by email, telephone or post.

Cover under this insurance will end as soon as you do this.

## **Worldwide cover**

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### **What is insured?**

With this cover, you are insured for damage and costs you incur while travelling in any country in the world.

Note: Worldwide cover has no effect on driver assistance cover, which covers you in a limited number of countries outside Europe. Please see the driver assistance cover terms and conditions for a list of these countries.

## **Long-term travel cover**

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### **What is insured?**

With this cover, you are insured for damage and costs you incur while travelling for up to 180 consecutive days. If your trip lasts longer than 180 consecutive days, you are not insured for any additional days.

## **Emergency assistance, exceptional costs and repatriation cover**

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### **1 What is insured?**

With this cover, you are insured for the additional costs you incur due to:

- illness or an accident;
- death;

- having to cut your trip short because of family circumstances or damage to property in the Netherlands;
- delay to your journey due to certain force majeure situations, such as a natural disaster or strike;
- delay to your luggage;
- failure of your means of transport, trailer, campervan or tent;
- loss or theft of travel documents;
- transfer of money in an emergency;
- illness, accident, having to cut your trip short or disappearance affecting your travel companion.

We will only cover costs that are reasonable and necessary. See below for what costs we cover and under what terms and conditions.

## Obligations

### 2 What are my obligations?

If you are affected by an incident that is covered by this insurance and you need our assistance or want to be compensated for the costs, then you must comply with the following obligations:

#### 2.1 Contact the Emergency Service Centre

You must contact the Emergency Service Centre if, during your trip, you or your co-insured:

- becomes seriously ill or seriously injured in a traffic accident or other type of accident;
- dies;
- has to cut their trip short due to illness, injury or circumstances in the Netherlands;
- incur additional travel or accommodation costs due to delay;
- are left without transport after your means of transport breaks down or your driver is unable to operate the means of transport;
- are left without accommodation after a natural disaster or your campervan or boat breaks down;
- incur additional costs due to loss or theft of travel documents;
- must carry out a search or rescue operation due to an accident or disappearance involving your travel companion;
- incur additional costs because your travel companion

who is not a co-insured is affected by an incident.

#### 2.2 Retaining and submit supporting documentation

You must always produce supporting documentation as evidence of the damage/costs you have incurred.

Examples include:

- proof of reporting the incident to the police;
- a statement made by an official representative of the travel company that you travelled with;
- a statement made by your hotel management or tour guide;
- invoices or other supporting documentation confirming the amount of costs and cause of the damage;
- a booking confirmation or travel agreement.

#### 2.3 Paying back uninsured costs

Hoeksche Waard Assuradeuren or the Emergency Service Centre will sometimes pay an advance for costs that are not covered by this insurance. You will receive an invoice for such costs, which you must pay within 30 days. You may not deduct the amount payable from the compensation you receive from Hoeksche Waard Assuradeuren or the Emergency Service Centre. However, Hoeksche Waard Assuradeuren may do this at its discretion, even if the Emergency Service Centre has paid these costs in advance.

If you fail to pay the invoice within 30 days, then you will start to incur statutory interest on the amount owed from the 31st day after the invoice date. You must also pay any reasonable collection costs incurred by Hoeksche Waard Assuradeuren or the Emergency Service Centre.

## Illness or accident

### 3 What should I do in case of illness or accident?

If you fall ill or are involved in an accident during your trip:

- If you are admitted to hospital or may need long-term outpatient care or other medical treatment, please phone the Emergency Service Centre as soon as possible.
- If you need to cut your trip short due to illness or injury, please phone the Emergency Service Centre first.
- If you are involved in a traffic accident, ask the police for a statement of the incident. Take photos of the situation if possible.

#### **4 Which costs will be reimbursed in case of illness or accident?**

If you fall ill or get injured during your trip, we will compensate for the costs of the following:

##### **4.1 Costs of travel to the doctor or hospital**

If you incur any costs of travelling to/from a doctor or hospital, then we will compensate you for these costs.

##### **4.2 Additional accommodation costs**

If it is medically necessary for you to remain in the area where you fell ill or were involved in accident, then you and your companion will receive compensation for additional accommodation costs. 'Companion' means the person who assists you and cares for you during the journey. If you are travelling with other insured parties, then they will receive compensation for additional accommodation costs for up to ten days.

##### **4.3 Travel costs of co-insured parties**

If your travel companions are also co-insured parties and they incur travel costs to visit you in hospital, then we will compensate them for these costs.

##### **4.4 Travel costs of visitors from the Netherlands**

If you are travelling alone and fall seriously ill or are involved in accident, you may want to have visitors come from the Netherlands. In this case, we will cover the travel costs for up to two people.

Compensation will be paid based on the costs of travel from the Netherlands to the place of your accommodation. We will never pay out more than this amount, including if your visitors live outside the Netherlands.

##### **4.5 Costs of the journey home for you and your companion**

If you incur additional travel costs home, e.g. because it is medically necessary for you to travel by ambulance or air ambulance, we will compensate you and your companion, if necessary, for these additional costs.

##### **4.6 Costs of the journey home for your co-insured parties**

If you are travelling with co-insured parties in addition to your companion and they are no longer able to take their original means of transport home because of the illness or accident

you suffered, we will compensate them for the additional costs for them to travel home.

Note: Repatriation of the means of transport is covered under driver assistance cover.

#### **5 When will I not receive compensation in case of illness or accident?**

You will not be compensated for the costs referred to in article 4 if you suffered an accident or became ill wholly or partly because of one of the situations below. If you die as a result of the accident or illness during your trip, then we will compensate for the costs that are set out in article 6.

##### **5.1 Consumption of alcohol**

The accident or illness was caused wholly or partly by alcohol consumption. This applies in all cases if you are involved in a traffic accident while you were driving a motor vehicle and had consumed more alcohol than is legally permitted to operate a vehicle in the Netherlands, or if you refused a breathalyser test.

##### **5.2 Consumption of drugs**

The accident or illness was caused wholly or partly by drug consumption.

##### **5.3 Deliberate act**

The accident occurred deliberately or with your permission.

##### **5.4 Irresponsible behaviour**

You committed an act that you were aware would put your life or body at risk. However, if you did this, lawfully or otherwise, to defend yourself, or to save yourself, others, animals or property, then we will pay compensation pursuant to article 4.

##### **5.5 Flying a motorised aircraft**

The accident occurred while you were flying a motorised aircraft.

## Death

### 6 Which costs will be reimbursed in the event of death abroad?

If you or your co-insured dies during your trip abroad, we will compensate for the following costs.

You will only receive compensation for these costs if you have obtained prior permission from the Emergency Service Centre. So, please always report the death of an insured party to the Emergency Service Centre as soon as possible.

#### 6.1 Repatriating the body to the Netherlands

If you wish to repatriate the body to the Netherlands, then we will compensate for the costs of transport. We will also compensate for the costs of the casket required to transport the body.

#### 6.2 Burial or cremation

If you decide not to repatriate the body to the Netherlands, then we will compensate for the cost of a burial or cremation in the country where the insured party died. We will also compensate for the travel and accommodation costs for up to two people to attend the burial or cremation.

The total cost of the burial or cremation and the travel and accommodation of up to two persons is subject to a maximum amount.

This amount is equal to the costs that you would have incurred if the body was repatriated to the Netherlands. We will never pay out more than this amount.

#### 6.3 Travel and accommodation costs of co-insured parties

If multiple co-insured parties were travelling with the deceased insured party, then we will compensate for the additional travel and accommodation costs they incur because of the death.

#### 6.4 Travel costs for a companion from the Netherlands

If, because of the death, a companion needs to travel from the Netherlands, then we will compensate for the costs of travel. Compensation will be paid based on the costs of travel from the Netherlands to the place of your accommodation. We will never pay out more than this amount, including if your companion lives outside the Netherlands.

### 7 Which costs will be reimbursed in the event of death in the Netherlands?

If you or your co-insured dies during your trip in the Netherlands, we will compensate for the costs for two people to travel to and from the place where the insured party died. We will also compensate for any accommodation costs they incur.

## Cutting the trip short due to circumstances in the Netherlands

### 8 Which costs will be reimbursed if I have to cut my trip short due to family circumstances?

If one of your family members or cohabitants in the Netherlands dies or suffers a life-threatening illness or accident during your trip, then we will compensate for the additional costs you incur if you have to return to the Netherlands. We will do this only if it concerns a close family member or cohabitee.

Please see the Definitions section to see who is classed as a close family member or cohabitee.

If you would like to be compensated for the additional travel costs incurred, then you must obtain the prior permission of the Emergency Service Centre. Once you have obtained this permission, we will compensate for the costs of:

#### 8.1 Additional travel and accommodation costs for travelling home to the Netherlands.

You will receive compensation for the additional travel or accommodation costs necessary for you to travel home to the Netherlands.

#### 8.2 Additional accommodation costs for remaining co-insured parties

If any of your co-insured parties remain back at your travel destination and incur additional expenses, then we will compensate for these costs for up to ten days.

#### 8.3 Additional travel and accommodation costs for travelling back from the Netherlands

If you travel from the Netherlands back to your travel destination and incur additional travel or accommodation



costs, then we will pay compensation for these costs. We will only do this if you travel back before the original return date of your trip.

## **9 Which costs will be reimbursed if I have to cut my trip short due to damage?**

If something happens to your household, its contents or any other property belonging to you or the company where you work during your trip, and you suffer serious damage as a result, then you may wish to travel back to the Netherlands. If you would like to be compensated for the additional costs incurred, then you must obtain permission from the Emergency Service Centre before you commence your journey back to the Netherlands.

You will only receive permission if:

- the damage has been caused by an incident that you had no control over, such as fire, lightning, explosion or theft; and
- you, as the owner, tenant or manager, are urgently required to attend the site of the damage.

Once you have obtained permission from the Emergency Service Centre, we will compensate for the costs of:

### **9.1 Additional travel and accommodation costs for travelling home to the Netherlands**

If you incur additional travel or accommodation costs in travelling home to the Netherlands, then we will compensate you for these costs.

### **9.2 Additional accommodation costs for remaining co-insured parties**

If any of your co-insured parties remain back at your travel destination and incur additional accommodation expenses, then we will compensate for these costs for up to ten days.

### **9.3 Additional travel and accommodation costs for travelling back from the Netherlands**

If you travel from the Netherlands back to your travel destination and incur additional travel and accommodation costs, then we will pay compensation for these costs. We will only do this if you travel back before the original return date of your trip.

## **Delay**

### **10 Which costs will be reimbursed if I am delayed by more than eight hours?**

If you experience a delay during your trip that results in a late arrival at the accommodation that you have booked, or a late arrival at home, then we will compensate you for the following costs:

- additional travel costs;
- additional accommodation costs for up to ten days;
- additional costs of hiring a motor vehicle, boat or trailer, if you need to extend the hire period.

You will only be compensated for these costs if they are necessary and if the delay is due to:

- a natural disaster, such as an avalanche, earthquake or forest fire;
- abnormal weather conditions, such as extreme precipitation;
- a strike, work-to-rule, protest or solidarity action, obstructing the regular flow of traffic;
- force majeure while travelling by train or by road to the airport or ferry terminal.

In such cases, please contact the Emergency Service Centre as soon as possible.

### **11 Which costs will be reimbursed if my luggage arrives too late?**

If your luggage arrives too late on your outbound journey and you need to replace clothing or toiletries, then we will pay compensation of up to € 250 per insured party. You will only receive compensation if:

- your luggage is delayed by at least eight hours;
- you bought the replacement items within two days of arriving at your destination.

## **Alternative travel**

### **12 Which costs will be reimbursed if my car or other means of transport breaks down or is stolen?**

If your motor vehicle, caravan, trailer, recreational craft, bicycle, moped or low-performance moped breaks down or is stolen during or immediately prior to your trip, then please contact the Emergency Service Centre. If the means

of transport cannot be repaired or returned to you within two working days of informing us, then we will compensate you for the costs of alternative travel. We will only do this under the following conditions:

- The means of transport has broken down due to an incident in which there has been no deliberate act on your part, a part has suddenly failed ('technical failure') or the means of transport has been stolen.
- Your means of transport has broken down due to such an incident or has been stolen either
- During your trip; or
- Within seven days before your trip.
- If your means of transport has broken down due to a technical failure, then this failure must have occurred:
- During your trip; or
- Within one day before your trip.

If these conditions are met, you will receive compensation for the costs of the following:

#### **12.1 Hire of an alternative motor vehicle, caravan, trailer or recreational craft**

You will receive compensation for:

- the hire of an alternative motor vehicle (excluding a moped or low-performance moped), trailer, caravan or recreational craft of up to € 250 per day per object. We will do this for up to 120 days (or 180 days if you have taken out long-term travel cover).
- the additional insurance premium you pay to waive the deductible.

You will not receive any compensation for additional costs for insurance, repairs and fuel.

#### **12.2 Hire of an alternative bicycle, moped or low-performance moped**

You will receive compensation for the hire of an alternative bicycle, moped or low-performance moped of up to € 25 per day per object. We will do this for up to 120 days (or 180 days if you have taken out long-term travel cover).

#### **12.3 Alternative travel by train**

If you do not wish to hire an alternative motor vehicle, bicycle, moped or low-performance moped, or if it is not possible to do so, then we will compensate for the costs of the train travel to or from your destination. We will also

compensate for the costs to transport your luggage.

#### **12.4 Additional accommodation costs**

If your means of transport is unavailable for no more than two working days, then we will compensate for the additional accommodation costs that you incur.

### **13 When will I not be reimbursed for the costs of alternative travel?**

You will not receive compensation for the costs of alternative travel in the following cases. We will also not compensate for any additional accommodation costs in such cases.

#### **13.1 You are not travelling in a regular motor vehicle**

You are travelling in a motor vehicle that:

- requires any driving licence category other than AM, A, B or BE; or
- Is not registered in the Netherlands.

#### **13.2 You are not travelling in a regular boat**

You are travelling on a boat that:

- is equipped for more than six persons; or
- you have purchased, hired or borrowed during your trip abroad.

#### **13.3 Your means of transport is in a poor condition**

Your means of transport was in a very poor condition at the start of the trip. This condition was so poor that it could have been reasonably expected to break down during the trip.

## **Alternative accommodation**

### **14 Which costs will be reimbursed if I have to find alternative holiday accommodation?**

If you have to find alternative accommodation other than the accommodation you had already booked or planned, whether during or immediately prior to your trip, and you incur additional costs as a result, then we will compensate for the costs for the number of days that you were planning to take your trip for, but never for more than 20 days.

This is subject to a maximum amount of € 2,500 for all insured parties together. We will only compensate for these additional accommodation costs in one of the following cases:

#### **14.1 Your caravan, trailer, campervan, tent or recreational craft has broken down or been stolen**

If you were staying in a caravan, trailer, campervan, tent or recreational craft that broke down or was stolen during or immediately prior to your trip, then please contact the Emergency Service Centre. If it cannot be repaired or returned to you within two working days of informing us, then we will compensate you for the additional costs of alternative accommodation. We will only do this under the following conditions:

- The boat or camping equipment has broken down due to an incident in which there has been no deliberate act on your part, a part has suddenly failed ('technical failure') or the boat or camping equipment has been stolen.
- Your boat or camping equipment has broken down due to such an incident either:
  - during your trip; or
  - within seven days before your trip.
- If your boat or camping equipment has broken down due to a technical failure, then this failure must have occurred:
  - during your trip; or
  - within one day before your trip.

#### **14.2 You need to leave your accommodation due to a natural disaster**

If you need to leave your accommodation during your trip due to a natural disaster such as an avalanche, earthquake, fire or extreme precipitation, then we will compensate for:

- the additional costs for alternative accommodation;
- the additional travel costs that you incur as a result.

You will only receive compensation for these costs if you have obtained prior permission from the Emergency Service Centre.

### **15 When will I not be reimbursed for the costs of alternative accommodation?**

You will not receive compensation for the costs of alternative accommodation in the following cases.

#### **15.1 You are not staying on a regular boat**

You are staying on a boat that:

- is equipped for more than six persons; or
- you has purchased, hired or borrowed during your trip abroad.

#### **15.2 Your boat or camping equipment is in a very poor condition**

Your caravan, trailer, campervan, tent or boat was in a very poor condition at the start of the trip. This condition was so poor that the boat or camping equipment could have been reasonably expected to break down during the trip.

## **Other unexpected costs**

### **16 Which costs will be reimbursed if my travel documents are lost or stolen?**

If any of your travel documents are lost or stolen during your trip, then you will be compensated for the additional travel and accommodation costs that you incur in order to obtain new documents. This applies if your passport, driving licence, vehicle registration certificate, visa, identity card or ticket for a journey you are taking at that moment is lost or stolen. We will only compensate for these costs if you have obtained prior permission from the Emergency Service Centre.

### **17 Which costs will be reimbursed if I need to transfer money in an emergency?**

If you need to transfer money in an emergency, you will be compensated for the costs you need to pay for the transfer and any intermediary costs. We do not provide advances or guarantees.

### **18 Which costs will be reimbursed if my co-insured travel companion suffers an accident or goes missing?**

If you or one of your co-insured travel companions suffers an accident or goes missing during your trip, then we will compensate for the search, rescue and recovery operations carried out by or on behalf of the competent public authorities. We will only do this if:

- you have obtained prior permission from the Emergency Service Centre; and
- such operations have a reasonable chance of success; and
- there is a reasonable chance is that the person is still alive.

### 19 Which costs will be reimbursed if something happens to a travel companion who is not co-insured?

If you are travelling with someone who is not co-insured and is affected by an accident, illness or other incident that is otherwise covered by this policy, then we will compensate for the additional travel and accommodation costs that you incur. We will only do this if:

- you have obtained prior permission from the Emergency Service Centre;
- you are not compensated for the additional travel and accommodation under your travel companion's own insurance;
- you can prove that you have actually incurred the additional costs during your trip and that it was necessary for you to do so.

### 20 Which costs will be reimbursed if I cannot use my hired sports equipment?

If you have hired underwater sport or cross-country skiing equipment and paid for it in advance before your trip, and you cannot use such equipment due to an incident that is covered by this insurance, then we will compensate for the costs to hire the equipment for the days on which you are not able to use it.

### 21 Which costs will be reimbursed if I incur additional telecommunication costs?

If you are affected by an incident during your trip that is covered by this insurance, and you therefore have to pay additional telephone, internet and/or fax costs, then you will be compensated for up to € 500.

## Amount of compensation

### 22 How much compensation will I receive for additional travel costs?

If you are entitled to compensation for additional travel costs, then the following amounts apply:

#### Car or other vehicle:

€ 0.25 per additional kilometre.

#### Train or additional public transport:

We will compensate you for the costs of travelling by train

and additional public transport within Europe in the lowest class available.

#### Flight:

We will compensate you for a scheduled flight in the lowest class available, plus the cost of additional public transport.

Other means of transport:

If you travel by a means of transport that is not listed above, then you will receive compensation for the costs up to the amount of the lowest class available on a scheduled flight.

### 23 How much compensation will I receive for additional accommodation costs?

If you are entitled to compensation for additional accommodation costs, you will also receive compensation for additional costs that you incur for overnight stays and meals. We compensate for up to € 100 per insured party per day.

## Luggage and damage to accommodation cover

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

#### 1. What is insured?

With this cover, you are insured for the additional costs you incur due to:

- damage to your luggage;
- loss or theft of travel documents;
- damage to your accommodation;
- loss of the key to your accommodation or safe.

See below for what costs we cover and under what terms and conditions.

Note: Money and securities are only insured if you have taken out currency cover.

#### 2 What luggage is insured?

This insurance provides cover for all luggage that you:

- take with you for your own use at the start of your trip; or
- purchase during your trip; or
- borrow or hire for use during your trip.

In addition to the usual luggage, such as clothing and toiletries, the following items are also insured:

### 2.1 Travel documents

These are:

- passports;
- driving licences;
- vehicle registration certificates;
- visas;
- identity documents; and
- travel tickets and passes for the journey you are taking at that moment.

### 2.2 Prostheses

All external artificial body parts, with the exception of dentures, are covered.

### 2.3 Non-motorised means of transport

These are:

- wheelchairs;
- prams and pushchairs;
- bicycles;
- inflatable and folding boats;
- canoes and kayaks;
- surfboards;
- walking frames.

Electric wheelchairs and bicycles are also insured.

### 2.4 Tools or travel accessories for your car or motorbike

These are:

- car or motorbike tools;
- caravan towing mirrors;
- snow chains;
- roof racks and other racks;
- ski storage and roof boxes;
- motorbike cases.

Note: Standard parts and accessories for your car or motorbike are not insured. See article 3.4.

### 2.5 Sports equipment

Equipment for underwater sports (such as diving), golf and cross-country skiing is covered. If you have taken out winter sports cover, then all other winter sports equipment is covered.

### 2.6 Valuables

These are:

- photography, film, video, image and sound equipment and accessories;
- tablets, laptops, telephones, smartphones, eReaders and other computer and telecommunication devices and accessories;
- watches;
- jewellery and other items containing precious metals, precious stones or pearls;
- musical instruments;
- fur;
- binoculars and other optical instruments;
- navigation systems.

## 3 What luggage is not insured?

With this cover, you are not insured for damage, loss or theft for the following:

### 3.1 Cash and other means of payment

These are:

- coins and banknotes;
- cheques;
- debit and credit cards;

that can be used as a means of payment.

Note: Money and other means of payment are only insured if you have taken out currency cover.

### 3.2 Merchandise

These are:

- items that you wish to trade;
- sample collections that you want to show to customers.

### 3.3 Precious stones, metals and rare works of art

These are:

- unset precious stones;
- raw metals;
- works of art;
- collector's items or items with rarity value;
- antiques.

### 3.4 Transport and camping equipment

These are:

- vehicles;
- trailers and touring caravans;
- aircraft and boats, including parachutes and hanggliders;

- campervans.

and their accessories:

- standard equipment;
- fuel;
- parts and accessories;
- sound equipment (with battery connection).

Note: Some means of transport and car and motorbike accessories are insured. See articles 2.3 and 2.4.

### 3.5 Household goods

These include all household goods, such as furniture and crockery, that are not intended for use during the trip.

### 3.6 Animals

### 3.7 Securities

These are documents and cards with a financial value, such as:

- gift vouchers;
- saving and postage stamps;
- lottery/prize draw tickets;
- telephone cards;
- access cards;
- shares and bonds.

Travel documents referred to in article 2.1 are insured.

Note: Securities are only insured if you have taken out currency cover.

### 3.8 Teeth

These are post and core restorations with crown, jacket crowns, bridges, orthodontic devices, dentures and other tooth parts.

### 3.9 Weapons

These are weapons that fall under the Dutch Arms and Ammunition Act (Wet Wapens en Munitie).

Damage, loss or theft of luggage

## 4 What should I do if my luggage is damaged?

If you have suffered damage to your luggage:

- Do as much as you can to reduce or mitigate the damage.
- Retain the damaged luggage until after your trip in so far as is possible, so we can assess the damage. Only once

we have done that, you may dispose of the luggage.

- If you need to repair a damaged item or buy a replacement, please retain the receipts.
- If possible, take photos of the damaged luggage.
- Retain any evidence that provides information about the cause and extent of the damage.
- If your luggage is damaged during transport, and this transport was not carried out by yourself, but for instance, by a travel company, hotel or tour operator, then report this to the travel company, hotel management or tour guide. Keep a copy of the report.
- Report the damage to Hoeksche Waard Assuradeuren as soon as possible on +31 078 676 9000.

If you fail to comply with these obligations, then we will not compensate for the damage.

## 5 What should I do if my luggage is lost or stolen?

If your luggage is lost or stolen:

- Report this to the local police.
- If it is not possible to make a report to the local police, then report it to the police as soon as you reach a location where it is possible.
- Ask the police for a copy of the report. If this is not available, then ask for the details of the officer who took your details. Ask them to sign and stamp their details. Note the address and telephone number of the police station.
- If you are travelling with a tour operator or staying in a hotel, then also report it to your tour guide and/or hotel management.
- If you are travelling by aircraft, train, or boat and your luggage is lost or stolen during the journey, then report it to the railway or airport police or to the appropriate member of staff at the airline, rail or shipping company.
- Keep the receipts for anything you buy to replace your lost or stolen luggage.

If you fail to comply with these obligations, then we will not compensate for the lost/stolen luggage.

## 6 Which costs will be reimbursed if my luggage is damaged, lost or stolen?

If your luggage is damaged, lost or stolen, we can do one of three things:

- compensate you for the costs;
- have the damage repaired;
- replace the lost or damaged items.

The decision rests with us. We will let you know which option we have chosen. If we choose to compensate you for the costs, then we will pay the new value, current market value or the repair costs for each item.

Read on to find out what that means. We will never pay out more than the maximum amounts set out in article 7. In addition, a deductible may apply, as described in article 8.

### 6.1 Compensation of the new value

If the item that has been lost, damaged or stolen is not older than one year, then we will pay the new value to compensate for that damage. This means that you will receive an amount of the same value as an equivalent, brand-new item of the same quality.

You will only receive this type of compensation if you can prove when you purchased the item that has been lost, damaged or stolen and for what amount. You could use a sales receipt, invoice, guarantee statement or bank statement to prove this.

### 6.2 Compensation of the current market value

If the item that has been lost, damaged or stolen is older than one year, then we will pay the current market value to compensate for that damage.

This means that you will receive an amount lower than the new value of the item, which is reduced by a certain percentage for each year.

Please see the depreciation list in the annex to this cover to see how we calculate this.

You will only receive this type of compensation if you can prove when you purchased the item that has been lost, damaged or stolen and for what amount. You could use a sales receipt, invoice, guarantee statement or bank statement to prove this.

### 6.3 Compensation of the repair costs

If your luggage is damaged but can be repaired, then we will compensate you for the repair costs. We will do this up to

an amount equal to the value of the damaged item. We may instead arrange to have the object repaired ourselves.

## 7 What is the maximum amount of compensation?

You will receive a total amount of compensation for your luggage of up to € 2,500 per insured party per trip. Your deductible will be deducted from this amount. If you have taken out winter sports cover, then additional amounts of compensation apply.

Please see the terms and conditions specific to that cover.

In addition to the maximum total amount of compensation, there are also maximum amounts of compensation for certain items. These amounts can be found below. We will not compensate for more than these maximum amounts per category of insured item.

Item category	Maximum compensation per category
Laptops, tablets, cameras, MP3 players, navigation systems and other photography, film, sound and computer equipment, gaming devices and/or accessories	€ 1,750
Telephones, smartphones and other telecommunications equipment, including prepaid call credit	€ 1,000
Underwater sports/scuba diving equipment	€ 1,500
Golf equipment	€ 2,000
Items you purchased during your trip	€ 500
Bicycles, inflatable/folding boats, surfboards, canoes and kayaks	€ 1,000
Glasses, sunglasses and contact lenses	€ 750
Car or motorbike tools, caravan towing mirrors, snow chains, roof racks and other racks, ski boxes and roof boxes, and motorbike cases	€ 1,000
Watches	€ 1,000
Musical instruments	€ 500
Fur	€ 250
Binoculars and other optical instruments	€ 500
Jewellery and other items containing precious metals, precious stones or pearls	€ 1,000
Hearing aids	€ 1,000

## 8 What about my deductible?

Your deductible amount is stated in your policy schedule. The deductible applies in the event of damage, loss or theft of your luggage, as well as damage to your holiday accommodation. We calculate the total amount of compensation to which you are entitled per incident. We then take off your deductible. That gives us the total amount that we will pay out to you.

## 9 When will I not receive any compensation for damage to my luggage?

You will not receive any compensation for damage to your luggage in the following cases:

### 9.1 Negligence

We assume that you will do as much as possible to prevent your luggage from being damaged. This means that you must handle your luggage carefully and not leave it unattended in areas where damage could easily occur. If you did not take proper care of your luggage or handled it without care, then we will not pay any compensation for damage.

### 9.2 Wear and tear, ageing and natural causes

You will not receive any compensation for damage caused by:

- wear and tear, age, natural defects or deterioration;
- effects of atmospheric influences, such as sun, moisture or heat;
- pests, such as mice.

### 9.3 Scratches, dents and stains

If the damage consists of scratches, dents, stains or any other cosmetic damage, but you can still use the item normally as you could before the damage, then we will not compensate for that damage.

### 9.4 Steel edges and ski bases

If there is damage to the bottom of your downhill or cross-country skis, or the steel edge around your skis has come away, then we will not compensate for that damage.

### 9.5 Damage to valuables on public transport

If you are travelling on public transport, such as an aircraft, train, bus, taxi or boat and your valuables or travel documents are damaged during this journey, then we will not compensate for those costs. However, we will compensate you if the items were in your hand luggage and under your

supervision throughout the entire trip.

## 9.6 Additional costs as a result of damage

You will not receive any compensation for additional costs resulting from damage to your luggage.

## 10 When will I not receive any compensation if my luggage is lost or stolen?

You will not receive any compensation for loss or theft of your luggage in the following cases:

### 10.1 Negligence

We assume that you will do as much as possible to prevent your luggage from being lost or stolen.

This means that you must handle your luggage carefully and not leave it unattended in areas where it could easily go missing. If you did not take proper care of your luggage or handled it without care and it is subsequently lost or stolen, then you will not receive any compensation.

### 10.2 Luggage stolen from your own vehicle

If your luggage is stolen from your motor vehicle, caravan or trailer, then you will only receive compensation if you meet all the following conditions:

- Your luggage was left in a locked luggage compartment. This could be a locked cupboard in your campervan or caravan, a locked boot of your motor vehicle, or a ski box, roof box or motorbike case, provided it is properly attached to the vehicle and locked.
- Your luggage was not visible from outside.
- Your luggage contained no valuables, money or travel documents.
- The windows or doors are visibly damaged, demonstrating forced entry.

If the conditions above are not met, you will not receive compensation for the stolen luggage.

### 10.3 Luggage stolen from your own vehicle overnight while staying in accommodation

If you are staying overnight, then your packed luggage must be stored in your accommodation. This also applies to all valuables, money and travel documents. If items from your luggage have been left in your vehicle overnight and are subsequently stolen, then you will not receive any



compensation. However, unpacked luggage that is stolen from your vehicle is covered.

#### **10.4 Luggage stolen from your own transport while briefly stopped**

If you stop your vehicle briefly and your luggage is stolen while left in your motor vehicle, caravan or trailer, and your luggage was not left in a locked luggage compartment, then you will only receive compensation if you meet all the following conditions:

- You stopped while on your outbound/inbound journey to/from your travel destination, or while travelling from one destination to the next.
- You stopped to eat, drink or refuel.
- You were in close proximity of your motor vehicle, caravan or trailer while stopped.
- The luggage would not fit into a locked luggage compartment.
- The windows or doors of your motor vehicle, caravan or trailer are visibly damaged, demonstrating forced entry.

If the conditions above are not met, you will not receive compensation for the stolen luggage.

#### **10.5 Valuables and travel documents in your vehicle or trailer**

If you leave valuables or travel documents in or on your motor vehicle, caravan or trailer, and they are subsequently stolen, then you will not receive any compensation. This also applies if they are left in a locked luggage compartment or if they are stolen while briefly stopped.

#### **10.6 Valuables and travel documents left unattended**

If you leave valuables or travel documents unattended and they are subsequently stolen, then you will not receive any compensation. However, you will receive compensation if:

- you had stored the items in a safe or properly locked room; and
- the safe lock or the doors/windows of the locked room are visibly damaged, demonstrating forced entry.

If items are left in your motor vehicle, trailer, tent, trailer tent or caravan (mobile or static), then you will not receive any compensation for theft.

#### **10.7 Valuables or travel documents lost/stolen on public transport**

If you are travelling on public transport, such as an aircraft, train, bus, taxi or boat and your valuables or travel documents are lost or stolen during this journey, then you will not receive any compensation. However, we will compensate you if the items were in your hand luggage and under your supervision throughout the entire trip.

#### **10.8 Fraud using your debit/credit card**

If someone steals your debit or credit card and uses it to commit fraud, then you will not receive any compensation. This is regardless of whether your PIN was used or not.

#### **10.9 Additional costs if your luggage is lost or stolen**

You will not receive any compensation for additional costs resulting from loss or theft of your luggage.

## **Damage to your accommodation**

### **11 Which costs will be reimbursed if my accommodation is damaged?**

If you are staying in accommodation that you do not own, such as a hotel room, holiday home, apartment or static caravan that you have rented or borrowed, then you are entitled to compensation if there is any damage to the accommodation or if you lose the key. Your deductible will be deducted from this compensation. The deductible amount is stated in your policy schedule.

#### **11.1 Compensation for damage to accommodation**

If there is damage to your accommodation or its contents, then we will pay compensation of up to € 1,000 per insured party. We will only do this under the following conditions:

- You are liable for the damage.
- You did as much as possible to limit or mitigate the damage.
- If you had the damage repaired, you have the receipt(s) to prove this.
- The damage has not occurred to a common area of your accommodation.

#### **11.2 Compensation for a replacement key or lock**

If you lose the key to your accommodation or a safe you hired during your trip, then we will compensate for the costs of

obtaining a new key or installing a new lock for up to € 350 per incident.

## 12 When will I not receive any compensation for damage to my accommodation?

You will not receive any compensation for damage to your accommodation in the following cases:

### 12.1 Campervan or touring caravan

If you are staying in a campervan or touring caravan that you have rented or borrowed, then you are not entitled to compensation if there is any damage to the vehicle or if you lose the key.

### 12.2 Wear and tear, ageing and natural causes

You will not receive compensation for damage caused by:

- wear and tear, age, natural defects or deterioration;
- effects of atmospheric influences, such as sun, moisture or heat;
- pests, such as mice.

### 12.3 Scratches, dents and stains

If the damage to an item in your accommodation consists of scratches, dents, stains or any other cosmetic damage, but you can still use the item normally as you could before the damage, then we will not compensate for that damage.

Annex to the luggage and damage to accommodation cover

## Depreciation rates to determine the current market value of your luggage

If an item that is damaged, lost or stolen is older than one year, then we will compensate for the current market value. To determine the current market value, we look at the current new value of the item and the age of the item in years. A percentage of the new value is deducted for each year of the item's age. We determine this percentage based on the average lifespan of each item.

The percentages for each item can be seen in the table to the right.

We will only compensate for the current market value if you can prove when you purchased the item and for what amount. You could use a sales receipt, invoice, guarantee

statement or bank statement to prove this. We will also only compensate you if you meet all the relevant requirements of this insurance.

Description of item	Percentage deducted from new value for each year	Average lifespan in years
Car or motorbike tools, caravan towing mirrors, snow chains, roof racks and other racks, ski boxes and roof boxes, and motorbike cases	10%	10
Books	20%	5
Camping equipment and tents	10%	10
CDs and DVDs	20%	5
Cosmetics, food or drink (unopened)	0%	n/a
Cosmetics, food or drink (opened)	50%	n/a
Bicycles	20%	5
Hearing aids	20%	5
Watches	6.66%	15
Clothing, towels, sheets and duvets	20%	5
Suitcases, bags, wallets and purses	20%	5
Laptops, tablets, cameras, MP3 players, navigation systems and other photography, film, sound and computer equipment, gaming devices and/or accessories	20%	5
Shoes	20%	5
Jewellery	5%	20
Telephones, smartphones and other telecommunications devices	20%	5
Water sports and cross-country skiing equipment, boats, canoes and kayaks	20%	5
Glasses, sunglasses and contact lenses	20%	5
Other items	20%	5

## Currency cover

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions

### 1 What is insured?

With this cover, you are insured for loss or theft of the following during your trip:

### 1.1 Cash and other means of payment

These are:

- coins and banknotes;
- cheques;
- debit and credit cards;

that can be used as a means of payment.

### 1.2 Securities

These are documents and cards with a financial value issued by a company, such as:

- gift vouchers;
- saving and postage stamps;
- lottery/prize draw tickets;
- telephone cards;
- access cards;
- shares and bonds.

## 2 What is the maximum amount of compensation per trip?

If your money and/or securities are lost or stolen, you are entitled to compensation of up to € 500 per insured party per trip. This is subject to a maximum of € 1,000 per trip for all insured parties together.

## 3 What should I do if my money or securities are lost or stolen?

If your money and/or securities are lost or stolen:

- Report this to the local police.
- If it is not possible to make a report to the local police, then report it to the police as soon as you reach a location where it is possible.
- Ask the police for a copy of the report. If this is not available, then ask for the details of the officer who took your details. Ask them to sign and stamp their details.

Note the address and telephone number of the police station.

- If you are travelling with a tour operator or staying in a hotel, then also report it to your tour guide and/or hotel management.
- If you are travelling by train, aircraft or boat, and your money or securities are lost or stolen during the journey, then report it to the railway or airport police or to the appropriate member staff at the airline, rail or shipping company.

## 4 When will I not receive compensation?

You will not receive any compensation for loss or theft of money or securities in the following cases:

### 4.1 Failure to comply with your obligations

If you fail to comply with the obligations listed above, then we will not pay out any compensation.

### 4.2 Negligence

We assume that you will do as much as possible to prevent your money and securities from being lost or stolen. This means that you must handle your money and securities carefully and not leave them unattended in areas where they could easily go missing. If you did not take proper care of your money and securities, or handled them without care and they are subsequently lost or stolen, then you will not receive any compensation.

### 4.3 Money or securities left in your vehicle or trailer

If you left money or securities in or on your motor vehicle, caravan or trailer, and they are subsequently stolen, then you will not receive any compensation. This is regardless of where you left the money or securities exactly.

### 4.4 Money or securities left unattended

If you leave money or securities unattended and they are subsequently stolen, then you will not receive any compensation.

However, you will receive compensation if:

- you had stored the money or securities in a safe or properly locked room; and
- the safe lock or the doors/windows of the locked room are visibly damaged, demonstrating forced entry.

If money or securities are left in your motor vehicle, trailer, tent, trailer tent or caravan (mobile or static), then you will not receive any compensation for theft.

### 4.5 Money or securities lost/stolen on public transport

If you are travelling on public transport, such as an aircraft, train, bus, taxi or boat, and your money or securities are lost or stolen during this journey, then you will not receive any compensation. However, we will compensate you if the money or securities were in your hand luggage and under your supervision throughout the entire trip.

#### **4.6 Fraud using your debit/credit card**

If someone steals your debit or credit card and uses it to commit fraud, then you will not receive any compensation. This is regardless of whether your PIN was used or not.

#### **4.7 Additional costs if your money or securities are lost or stolen**

You will not receive any compensation for additional costs resulting from theft or loss of your money or securities.

## **Medical expenses cover**

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### **1 What is insured?**

This cover only applies if you have a health insurance policy that is valid in the Netherlands. With medical expenses cover, you are insured for costs that are not covered by your Dutch health insurance. For example, if the costs you incur fall outside your healthcare package, exceed the maximum insured sum or are subject to a deductible.

With this cover, you are insured for medical expenses you incur during a trip abroad.

You are only covered for costs you did not expect to incur before your trip. You are also insured for medical expenses that you incur after a trip abroad if they result from an accident or illness suffered during the trip. In such cases, you are entitled to compensation for the costs of the following:

#### **1.1 Medical costs**

This includes the costs of:

- medical treatment and tests, e.g. in hospital or a doctor's surgery. Such treatment and tests must be medically necessary;
- medication and dressings prescribed by a doctor;
- physiotherapy or manual therapeutic treatments prescribed by a doctor;
- one or more prostheses or orthoses that you need as a result of an accident during your trip. This covers the first prosthesis or orthosis you receive;

- costs of travelling to and from the place of medical treatment. This applies both in the Netherlands and abroad.

#### **1.2 Dental costs**

This includes the costs of:

- treatment by a dentist or dental specialist. Such treatment and tests must be medically necessary;
- medication you are advised to take on the order of a dentist or specialist;
- costs of travelling to and from the place of dental treatment. This applies both in the Netherlands and abroad.

#### **1.3 Costs of having medication dispatched**

This includes the costs of medication that:

- you have been strongly urged to take on the order of a doctor; and
- are not available to you locally.

In this case, we will compensate for the costs of dispatching the medication as well as the costs of medication itself.

## **2 When will I receive compensation for medical expenses?**

If you incur medical expenses abroad during or after your trip, you must first declare these to your health insurer. If your health insurer does not cover the expenses in full or at all, then you will receive compensation for these expenses. You will only receive compensation if you meet the following conditions:

#### **2.1 Terms and conditions for compensation for medical expenses**

You will receive compensation for medical expenses if:

- you are injured or fall ill during your trip;
- you receive first-line treatment for this during your trip; and
- this treatment is administered by a doctor and/or in a hospital approved by the competent authorities.

In such case, you will receive compensation for the medical expenses within 12 months of the accident occurring or illness presenting. The costs may arise in the Netherlands or abroad. We will only pay compensation if the treatment or medication you receive:

- has been prescribed by a doctor;

- is typical practice amongst doctors practising in the Netherlands;
- is classed as mainstream medicine;
- is not unnecessarily expensive.

## 2.2 Terms and conditions for compensation for dental expenses

You will receive compensation for dental expenses incurred:

- abroad during your trip:  
if the treatment cannot wait until you return to the Netherlands in the opinion of the dentist abroad.
- in the Netherlands after your trip: if the treatment is needed because of an accident that you sustained during your trip. You will only receive compensation if:
- you also suffered other bodily injuries in the case of an accident; and
- you receive the treatment within 12 months of the accident.

## 3 How much compensation will I receive?

If you meet the conditions, then we will compensate you for the medical expenses that are not covered by your health insurance. The amount of compensation is as follows:

### 3.1 Compensation for medical expenses

For medical expenses, you will receive compensation for:

- the expenses you incur during your trip abroad. We will compensate for the cost price;
- a maximum amount of € 1250 for the costs you incur once you have returned to the Netherlands.

### 3.2 Compensation for dental expenses

For dental expenses, you will receive a maximum amount of compensation of:

- € 500 for expenses you incur during your trip abroad;
- € 500 for expenses you incur once you have returned to the Netherlands.

## 4 What should I do if I incur medical expenses during my trip?

If you suffer an accident or fall ill during your trip and you need to receive medication:

- If you are admitted to hospital or may need long-term outpatient care or other medical treatment, please contact the Emergency Service Centre as soon as possible.

- If you need to have medication dispatched from the Netherlands because it isn't available in your current location, ask your doctor for a prescription and then contact the Emergency Service Centre.
- Do as much as you can to help yourself recover or prevent the illness or injury from getting worse.
- Retain all receipts of the costs you incur.
- Also retain any other supporting documents with information about the cause of the illness or accident and the amount of costs.

If you do not comply with these obligations, we will not compensate you for your medical expenses.

## 5 What should I do to claim compensation for my expenses?

If you incur any medical expenses, then you first need to contact your health insurer. You also need to do this if your health insurance is subject to a deductible. Send the original receipts of your costs to your health insurer.

If your health insurer does not cover the expenses in full or at all, then you can contact us about claiming for compensation. You must send the receipts and other supporting documentation to us. If you cannot send us the receipts or if you haven't contacted your health insurer first, then we will not pay you any compensation.

## 6 When will I not receive compensation for medical expenses?

You will not receive compensation for your medical expenses in the following cases:

### 6.1 You fell ill before the trip

If you fell ill or already had a condition before the trip, and you experience related symptoms during the trip that you could have foreseen, then we will not compensate you for any associated medical costs.

### 6.2 Your treatment could be postponed

If your hospital treatment abroad lasts longer than 24 hours but you could have waited until you returned to the Netherlands to receive the treatment, then we will not compensate you for the costs of this treatment.

### 6.3 The treatment was the purpose of your trip

If you travel abroad specifically to undergo medical treatment or this was one of the reasons for your trip, then we will not compensate you for the costs of this treatment. We will also not compensate for any medical or other expenses that arise from such treatment. For example, you fall ill or any medical errors or complications occur as a result.

### 6.4 You had no health insurance

If you did not have any health insurance in the Netherlands at the time when you incurred the medical expenses, then we will not compensate you for those costs.

### 6.5 Your trip was within the Netherlands

If you incurred the medical expenses during or after a trip within the Netherlands, then we will not compensate you for those costs.

### 6.6 Your accident or illness is the result of alcohol consumption

If you suffer an accident or fall ill as a result of alcohol consumption, whether this is the main or a contributing factor, then we will not compensate you for any associated medical costs. This applies in any case if:

- you were involved in a traffic accident while you were driving a motor vehicle; and
- at that time you had consumed more alcohol than is legally permitted to operate a vehicle in the Netherlands, or if you refused a breathalyser test.

### 6.7 Your accident or illness is the result of drug consumption

If you suffer an accident or fall ill as a result of drug consumption, whether this is the main or a contributing factor, then we will not compensate you for any associated medical costs.

### 6.8 Deliberate act

You will not receive compensation for medical expenses incurred due to an accident that occurred deliberately or with your permission.

### 6.9 Irresponsible behaviour

You will not receive compensation for medical expenses incurred due to an act that you were aware would put your life or body at risk. However, if you did this, lawfully or

otherwise, to defend yourself, or to save yourself, others, animals or property, then we will compensate for your medical costs.

### 6.10 Flying a motorised aircraft

You will not receive compensation for medical expenses incurred as a result of an accident involving a motorised aircraft that you were flying.

## 7 When will I have to pay back costs?

Hoeksche Waard Assuradeuren or the Emergency Service Centre will sometimes pay an advance for costs that are not covered by this insurance. You will receive an invoice for such costs, which you must pay within 30 days. You may not deduct the amount payable from the compensation you receive from Hoeksche Waard Assuradeuren or the Emergency Service Centre. However, Hoeksche Waard Assuradeuren or the Emergency Service Centre may do this at its discretion, even if the Emergency Service Centre has paid an advance.

If you fail to pay the invoice within 30 days, then you will start to incur statutory interest on the amount owed from the 31st day after the invoice date. You must also pay any reasonable collection costs incurred by Hoeksche Waard Assuradeuren or the Emergency Service Centre.

## Accident cover

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### 1 What is insured?

With this cover, you are entitled to receive a one-off payment if you suffer an accident during your trip. This cover will pay a benefit if you die or suffer a permanent disability as a result of this accident. 'Accident' is defined as one of the following incidents:

#### 1.1 Sudden event

Your body is suddenly and unexpectedly struck by an external force. This caused you to sustain a medically observable physical injury or death. This injury or death is

a direct and immediate consequence of the external act of violence.. Examples of such events are traffic accidents or crashes.

### 1.2 Acute poisoning

You are subject to acute poisoning as a result of sudden exposure to harmful gases, vapours, liquids or solids. Intoxication by alcohol or drugs is not covered.

### 1.3 Infection

You suffer internal injuries, a wound infection or blood poisoning because of pathogens or allergens that penetrated your body. This is because you:

- suffered an accident that falls under this cover;
- accidentally fell into water or another substance;
- jumped into water or another substance in order to rescue or attempt to rescue people, pets, animals or property.

### 1.4 Ingestion of harmful substances or items

You suffer internal injuries because a harmful substance or object entered your digestive canal, respiratory tract, eyes or ears, other than substances referred to in 1.2 and 1.3.

### 1.5 Deliberate violence

Another person has deliberately committed physical violence against you.

### 1.6 Complications in the treatment of your accident

You suffer bodily injury in an accident insured under this cover that was complicated or exacerbated by first aid or medical treatment that was administered. The first aid or treatment was carried out by or on the order of a doctor and was necessary due to the accident.

### 1.7 Other situations

You suffer from choking, drowning, freezing, sunstroke, heatstroke, sunburn, exhaustion, starvation, dehydration or decompression sickness.

## 2 What are my obligations?

If you or your co-insured are involved in an accident and you would like to receive compensation, then you must:

- Report the accident to us as soon as possible, ideally within three months. Keep us informed of any important subsequent developments.

- See a doctor or hospital and continue with treatment for as long as is necessary.
- Do as much as possible to recover quickly. Follow the instructions of your doctor(s). Do not do anything that could prevent or slow down your recovery.
- Provide your full cooperation to help us determine the cause and the consequences of the accident.
- See a doctor if we ask you to.
- If an insured party dies, inform us as soon as possible.

If you do not comply with the obligations above, then we will not pay any compensation.

## 3 When will I receive a benefit in the event of an accident?

You will receive a one-off benefit if an accident occurs during your trip and you are permanently disabled as a result. If you die as a result of this accident, then your beneficiary will receive the benefit. For the definition of a beneficiary, please see article 3.3.

### 3.1 Permanent disability benefit

You are entitled to receive a benefit if you become permanently disabled. This means that a part of your body is damaged by the accident in such a way that it does not function as well as it did before the accident, if at all. This is called loss of function. Loss of function must be medically confirmed.

We will determine whether and to what extent you are permanently disabled, as soon as it is clear from a medical point of view that your situation will not change further. At that time, we will determine whether you receive a benefit. If your situation has not stabilised after two years, we will make a decision. We will take into account your situation at that time and the expectations for the future, in consultation with our medical expert. You will therefore find out whether you will receive a benefit no later than two years after the accident.

If you die before we make this decision, then your beneficiary will receive the benefit. The nature of the benefit depends on the cause of death:

- If your death resulted from the accident, then your beneficiary will receive a death benefit. They will not receive a permanent disability benefit, even if you would have been entitled to one.

- If your death was not caused by the accident, then we will determine whether you would have become permanently disabled by the accident on the basis of the medical reports. If so, your beneficiary will receive the permanent disability benefit. They will not receive any death benefit.

### 3.2 Payout if you die

If you die within two years and your death was caused entirely by the accident, then your beneficiary will receive a death benefit. If you received a permanent disability benefit before you die, then this amount is deducted from the death benefit. If the permanent disability benefit is higher than the death benefit, then you do not have to pay back the difference.

### 3.3 Your beneficiary: the person who receives your death benefit

The person who receives your death benefit is called your beneficiary. This is your spouse, registered partner or the person with whom you are cohabiting. If you do not have a spouse, registered partner or someone with whom you are cohabiting at the time of your death, then the benefit will be paid to the person you nominate in your will or your legal heir.

The benefit cannot be given a public authority.

## 4 How much is the death benefit?

The death benefit is € 37,500 per insured party.

## 5 How much is the permanent disability benefit?

The permanent disability benefit amount depends on the person and situation. We look at three main factors:

- Which body part is damaged
- Whether the body part can still be used at all or even partially
- The percentage of function loss of that part of the body, if it can still be used at all.

Our medical expert will carry out a medical examination in the Netherlands to this end, applying the general objective standards that are observed in the Netherlands. If you are able to improve usage of the body part with the use of artificial aids or devices, then our medical expert will only take this into account if such aids or devices are fitted to you

internally. The expert will not take your job into account, nor will they be involved in declaring you unfit for work, whether entirely or partially.

Once our medical expert has determined the extent of your disability, we will calculate the amount of your benefit you will receive. There are three possibilities:

- You can no longer use a part of your body at all.
- You can no longer use a part of your body fully.
- You have whiplash or a post-concussion syndrome.

### 5.1 You can no longer use a part of your body

If our medical expert determines that you can no longer use a part of your body, you will receive a percentage of the total permanent disability benefit for which you are insured. The total insured sum is € 50,000 per insured party. For the percentage and amount you will receive, please see the list to the right.

Body part/injury	Percentage	Amount (€)
Arm up to the shoulder	75%	37,500
Hand up to the wrist	60%	30,000
Thumb	25%	12,500
Index or middle finger	15%	7,500
Ring or little finger	10%	5,000
Multiple fingers on one hand: each percentage per finger, but no more than	50%	25,000
Leg up to the hip	70%	35,000
Foot up to the ankle	50%	25,000
Big toe	5%	2,500
Other toe	3%	1,500
Complete blindness or loss of both eyes	100%	50,000
Blindness or loss of one eye (the other eye is not damaged)	30%	15,000
Blindness or loss of one eye (having already received a benefit from us for the other eye)	70%	35,000
Complete deafness in both ears	50%	25,000
Deafness in one ear (the other ear is not damaged)	20%	10,000
Deafness in one ear (having already received a benefit from us for the other ear)	30%	15,000
Loss of an eye lens	15%	7,500
Loss of taste and/or smell	5%	2,500
Loss of the spleen	5%	2,500
Loss of one kidney	10%	5,000



### 5.2 You can no longer use a part of your body fully

If one of your body parts is permanently damaged but you can still use it to a certain degree, then we will calculate the benefit as follows:

1. Our medical expert will determine the extent to which you are no longer able to use the part of your body. They will then produce a percentage.
2. We will look at the amount you would have received if you were not able to use the body part at all (see article 5.1).
3. We multiply this amount by the percentage determined by our medical expert. This produces the amount of benefit that you will receive.

Example: You injure your thumb in an accident during your trip. If you were no longer able to use your thumb as a result of the accident, you would receive a benefit of € 12,500. Our medical expert determines that your ability to use your thumb has been reduced by 50%. The benefit is therefore 50% of € 12,500, which is € 6,250.

### 5.3 You have whiplash

If you have suffered from whiplash (cervical acceleration injury) or post-concussion syndrome, then you will receive a benefit of up to 5% of the insured sum.

The exact amount of the benefit you will receive depends on the severity of the injury. This will be determined by our medical expert.

## 6 What if I was ill or disabled before the accident?

If you were ill or partially or fully disabled before the accident, that may affect your benefit. This will vary according to the situation.

### 6.1 The impact of the accident is worse because you were already ill

If you were ill before the accident or you were already suffering from a physical or mental health condition, and this means that the accident had a greater impact on you than normal, then our medical expert will take this into account when determining the percentage of your disability. They will not look at your actual circumstances, rather how your circumstances would have been if you had been completely healthy at the time of the accident. We will then use that as a basis to determine the amount of benefit you will receive. If the illness or condition is the result of another accident that

is covered by this insurance, then the provision above does not apply. In that case, the medical expert will look at your actual circumstances in order to determine the percentage of your disability.

### 6.2 An illness you already had was exacerbated by the accident

If you were ill before the accident or you were already suffering from a physical or mental health condition, and this condition was made worse by the accident, then you will not receive any benefit.

### 6.3 A disability you already had was exacerbated by the accident

If you already had a disability that means you did not have full use of a body part, and the condition of that body part is made worse by the accident, then we will calculate the benefit as follows:

1. Our medical expert will determine the extent to which the part or parts of your body could not be used before the accident. This is expressed as a percentage.
2. Our medical expert will determine the extent to which you are no longer able to use the part or parts of your body. Again, this is expressed as a percentage..
3. We deduct the first percentage from the second percentage.
4. We determine your compensation based on the remaining percentage.

## 7 Will I receive interest if there is a delay in determining the benefit amount?

It can take a while before we can determine whether you are permanently disabled. This could be because you need time to recover, for example. If we take more than a year to firmly establish that you are permanently disabled, then we will also pay you interest on the benefit that you will receive.

Interest will be calculated from the 366th day after the accident. We pay the interest at the same time as the benefit. The interest rate is equal to the percentage of the statutory interest at the time when we firmly establish that you are permanently disabled. We do not pay interest on interest.

## 8 When will I not receive a benefit in the event of an accident?

You will not receive any benefit if you suffered an accident wholly or partly because of one of the situations below:

### 8.1 Consumption of alcohol

The accident was caused wholly or partly by alcohol consumption. This applies in any case if you were involved in a traffic accident while you were driving a motor vehicle and had consumed more alcohol than is legally permitted to operate a vehicle in the Netherlands or if you refused a breathalyser test.

### 8.2 Consumption of drugs

The accident was caused wholly or partly by drug consumption.

### 8.3 Medical act or error

The accident was caused by a medical or nursing act. This includes medical errors and complications resulting from a medical act, regardless of who committed the act or error.

If the complications or medical errors occurred due to first aid being administered or treatment you received after the accident, then we will pay out your benefit. However, such treatment must be necessary and carried out by or on the order of a doctor.

### 8.4 Deliberate act

The accident occurred deliberately or with your permission.

### 8.5 Irresponsible behaviour

You committed an act that you were aware would put your life or body at risk. However, if you did this, lawfully or otherwise, to defend yourself, or to save yourself, others, animals or property, then we will pay out your benefit.

### 8.6 Driving a motorbike or scooter under the age of 25 years

You are younger than 25 years and had an accident while you were driving a motorbike or scooter with a cylinder capacity exceeding 50 cc.

### 8.7 Flying a motorised aircraft

The accident occurred while you were flying a motorised aircraft.

### 8.8 Insect bites or stings

You fall ill because you were bitten or stung by an insect and contract a disease as a result. Examples include malaria, typhus, the plague and the sleeping sickness.

### 8.9 Psychological disorder

You suffer a mental or physical injury due to a psychological disorder of any kind. If the injury is a direct consequence of brain damage you suffered in the accident, and this is medically established, you are entitled to receive the benefit.

## 9 What conditions will I not receive a benefit for?

You will not receive any benefit if your accident results in one of the following conditions:

- abdominal hernia and similar internal injuries;
- lower back pain (lumbago);
- intervertebral disc disorders including hernia nuclei pulposi;
- tendovaginitis;
- muscle strain;
- partial muscle or tendon rupture;
- shoulder joint disorders (periarthritis humeroscapularis);
- carpal tunnel syndrome;
- tennis elbow (epicondylitis lateralis);
- golfer's arm (epicondylitis medialis);
- repetitive strain injury (RSI);
- complaints of the arm, neck and/or shoulder (CANS).

## Winter sports cover

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### 1 What is insured?

With winter sports cover, you are insured for damage or costs you incur while travelling for the purpose of practising winter sports.

This concerns damage or costs that fall under the different types of cover that you have taken out. Please see the terms and conditions specific to that cover.

In addition, this winter sports cover entitles you to additional compensation in some cases. This is explained in more detail below.

## 2 Which sports are insured?

You are insured if you suffer any damage or incur any costs while practising one of the following sports during your trip:

- alpine skiing
- skibobbing
- ski touring
- monoskiing
- snowboarding
- swingbo
- surf skiing
- ice yachting
- glacier skiing
- ice climbing
- telemark skiing.

You are only insured if you are practising these sports within marked slopes.

If your winter sports are restricted to hiking or cross-country skiing, you do not need this additional winter sports cover.

Note: Under no circumstances are dangerous sports insured. Please see the Definitions section for the sports that fall under this category.

## 3 What additional compensation is provided with winter sports cover?

Winter sports cover provides the following additional compensation. You will only receive the compensation if you meet the requirements specified for these incidents. See the terms and conditions for Luggage and damage to accommodation cover (in the event of damage as referred to in articles 3.1 to 3.3) and emergency assistance, exceptional costs and repatriation cover (in the event of damage as referred to in articles 3.4 and 3.5).

### 3.1 Compensation for damage, loss or theft of winter sports equipment

If your winter sports equipment is damaged, lost or stolen, you will receive compensation of up to € 5,000. Winter sports equipment is classed as: winter sports clothing, skis, snowboards, ski boots, ski helmets ski goggles and other equipment required for winter sports.

If luggage in addition to your winter sports equipment is damaged, lost or stolen, you will receive compensation of up to € 2,500.

Your deductible will be subtracted from the total compensation amount. For more information, please see the terms and conditions for Luggage and damage to accommodation cover

### 3.2 Compensation for loss or theft of ski lift pass

If your ski lift pass is lost or stolen during your trip, then we will compensate you for the cost of a new pass for the number of remaining days of your trip.

### 3.3 Hire of replacement winter sports equipment

If you are unable to use your winter sports equipment because it was damaged, lost or stolen during your trip, then we will compensate you for the hire costs to replace this equipment for the number of remaining days of your trip.

### 3.4 Unused winter sports equipment

If you have hired winter sports equipment and paid for it in advance, and you can no longer use this equipment due to illness, accident, death or having to cut your trip short for example, then we will compensate for the costs to hire the equipment for the days on which you are not able to use it.

### 3.5 Unused ski lessons or lift passes

If you have paid for ski lessons and/or lift passes in advance, and you can no longer use these due to illness, accident, death or having to cut your trip short for example, then we will compensate for the costs of the lessons and/or lift passes for the days on which you are not able to use them.

## Legal assistance cover

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

## 1 What is insured?

With this cover, you are insured for legal assistance in legal disputes that are directly related to your trip. Dispute means a conflict involving two or more parties with opposing interests that cannot be reconciled. In such cases, DAS will only provide legal assistance if your case falls under one of the following categories:

### 1.1 Disputes over the organisation of your trip

DAS will provide legal assistance if the dispute is directly related to an agreement that you entered into for your trip or any part thereof.

Such an agreement must be made in writing or online. Only agreements relating to the organisation of your trip are covered. Disputes regarding other agreements concluded during your trip are not covered.

Examples of disputes for which legal assistance is provided are those relating to:

- accommodation hire;
- travel to and from your destination;
- car, bicycle or boat hire;
- a group tour or other organised tour (including cruises);
- excursions during your trip;
- guidance provided by instructors or tours given by guides;
- your travel insurance (including travel insurance provided by Hoeksche Waard Assuradeuren);
- booking, modifying, cancelling, and paying for your agreed travel;
- flight delays;
- use of your credit or debit card.

Note: If the dispute is not directly related to the organisation of your trip and instead concerns the sale of jewellery, clothing or carpets or is about timeshare for example, then DAS will not provide legal assistance for the dispute.

### 1.2 Damage caused to you by a third party

If someone causes damage to you while acting in an unlawful or improper manner during your trip, then this is called an unlawful act. In such case, DAS will assist you in claiming compensation. This includes damage as a result of a traffic accident or assault.

### 1.3 Damage caused by you to a third party

If you are involved in a traffic accident and a third party makes a claim for compensation from you, then DAS will assist you in defending against the claim.

If the traffic accident involves a motor vehicle that you were driving, then we will only assist you if:

- the motor vehicle does not belong to you; and
- there was no third-party liability insurance in place for this vehicle at the time of the accident.

If you are a cyclist or pedestrian involved in a traffic accident, then we will only assist you if you had no private individual liability insurance at the time of the accident.

### 1.4 Criminal proceedings

If you are summoned as a suspect in criminal proceedings related to your trip, then DAS will provide you with legal assistance during the criminal proceedings.

However, DAS will not provide legal assistance:

- in the phase that you are a suspect until you receive the summons;
- if you have received a proposal to pay a fine or carry out community service to prevent further criminal proceedings;
- if you can go through an alternative procedure to avoid further criminal proceedings;
- if you receive an administrative penalty in the form of a fine;
- if you are suspected of deliberately committing a criminal offence (intentional offence), or of being an accomplice.

## 2 What does this cover provide?

If you are involved in a legal dispute that falls within one of the categories referred to in article 1, then please inform DAS. DAS will then determine whether you are entitled to legal assistance, in accordance with the terms and conditions. If you are not entitled to legal assistance, DAS cannot assist with any legal disputes that subsequently arise as a result or are related to the initial dispute. If you are entitled to legal assistance, then this cover provides you with:

- legal assistance from a DAS specialist or another legal adviser, lawyer or mediator engaged by DAS (if applicable). For an exact definition of legal assistance, please see article 4;
- legal advice from a DAS specialist, as described in article 5;
- compensation for the costs of legal assistance and advisory services provided by DAS, as described in article 6.

DAS will only provide these services and compensation if:

- your case is brought within Europe. Europe includes all European countries, including the Azores, Madeira, the Canary Islands, Turkey and Greenland;
- your case is subject to the law of that European country;
- the other party to the dispute is a person who resides in

Europe or an organisation that has a registered office in Europe;

- the court of that European country is competent to hear your case.

If your case is brought in Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Syria or Tunisia, then DAS will not provide legal assistance itself, but it will provide compensation for the costs for legal assistance. We can also provide advice over the phone. The maximum amount of compensation you can receive is € 5,000. If the costs exceed this amount, we will not provide any further compensation or any advance. The maximum amount applies to the total of all costs incurred.

#### 2.1 Compensation with worldwide cover

If you have taken out worldwide cover and you are involved in a dispute outside of Europe, then DAS will not provide legal assistance itself, but it will provide compensation for the costs for legal assistance. The maximum amount of compensation you can receive is € 5,000. If the costs exceed this amount, we will not provide any further compensation or any advance. The maximum amount applies to the total of all costs incurred.

### 3 What terms and conditions apply to this cover?

You can only claim under this cover if your case meets all the following conditions:

- The incident that led to the legal dispute occurred during the policy period of this cover. If the dispute concerns several related incidents, then we will consider the moment when the first incident in the series occurred.
- The incident and dispute arose suddenly, and you could not have foreseen them when you took out this cover.
- There is no doubt that a legal dispute has arisen. If DAS does have doubts concerning this, you must engage an expert, if requested, to produce a report stating exactly what happened, what caused it, who is involved and what the consequences are. If the report confirms that a legal dispute has arisen, then you will be reimbursed for the costs of engaging the expert and the report (provided the costs are reasonable).
- The incident and dispute are a personal matter, in which you are directly and personally involved as a private individual.

### 4 What forms of legal assistance does this cover provide?

If your case is covered by this policy and has been brought in Europe, then DAS will provide legal assistance in the following forms:

#### 4.1 Legal assistance from a DAS lawyer or legal expert

DAS has its own lawyers and legal experts, each with their own areas of expertise. They will consult with you, speak to the other party, undertake negotiations and, if necessary, initiate a court case.

They will of course keep you informed about the progress. DAS will cover the cost of their work.

DAS will only handle your case if there is a reasonable chance that it will achieve the desired result.

If there is no, or no longer, a reasonable chance of success, DAS will cease to provide assistance. Naturally, you will receive notice thereof, giving the reasons for the decision.

DAS may also choose to pay you a certain amount rather than taking the case to court. We also call this 'out-of-court settlement'. DAS will pay you the amount that you would have received from the other party. Once this has been done, you cannot claim any more for the case under this cover.

#### 4.2 Legal assistance from an external lawyer or legal expert engaged by DAS

Sometimes, your case will need to be taken to judicial or administrative proceedings. If DAS deems that this is necessary, you can choose to have legal assistance provided by DAS itself or by an external provider. This could be from a lawyer or any other person who is competent to bring these proceedings.

If you choose an external legal assistance provider, you may not arrange this yourself; only DAS may do this.

DAS will pay the costs of legal assistance up to the maximum that is listed in your policy. If you choose to engage an external legal assistance provider without the involvement of DAS, you must pay the costs yourself. DAS will only engage an external legal assistance provider once per case.

If a Dutch court is competent to hear your case, then you can only choose a legal assistance provider registered in the Netherlands or with an office in the Netherlands.

If a foreign court is competent to hear your case, then you can only choose a legal assistance provider that is registered with or authorised by the court in that country to bring legal proceedings.

If a legal assistance provider has been engaged, then you must keep DAS informed about the content and progress of the case. If the legal assistance provider wishes to undertake work or use legal remedies that have not been previously agreed with DAS, then you or the legal assistance provider must contact DAS and obtain permission beforehand.

DAS is not responsible for the way in which the legal assistance provider performs its services.

#### **4.3 Engaging a mediator**

If DAS deems that your case can be resolved through mediation, it may decide to invoke this option. In such case, you will be reimbursed for up to five sessions of up to two hours each. DAS will only pay your proportion of the costs, which amounts to a maximum of 50% of the total cost. The mediator must be affiliated with the Dutch Mediation Institute (Nederlands Mediation Instituut - NMI).

#### **4.4 Engaging an expert**

Sometimes, an expert may need to review your case. This is someone who has recognised medical or technical expertise, for example. If DAS believes that an expert can help your case, it will commission them once to produce an expert report about your case.

DAS will appoint the expert and cover their costs.

If you do not agree with the report, you can request a second report by another expert. This may only be done in consultation with DAS and at your own expense. If DAS decides to use the second report for your case, you will be reimbursed for the costs of the report (provided the costs are reasonable).

## **5 What advisory services does this cover provide?**

If your case is covered by this policy, then DAS can provide legal advice over the phone. You can use this service if you need immediate advice on how you can deal with your case. You can also use this service even if a legal dispute has not yet arisen. Your case does not need to fall within one of the categories listed in article 1. However, your case must be subject to Dutch law.

If you wish to use the telephone advice service, please call the main number for DAS, which can be found at [www.DAS.nl](http://www.DAS.nl).

## **6 What costs will be compensated for?**

If your case is covered by this policy and has been brought in Europe, then DAS will compensate for all the costs below, up to a total maximum amount of € 15,000. If the costs exceed this amount, we will not provide any further compensation or any advance. As soon as we believe you will exceed the total maximum amount, we will let you know immediately.

We will compensate for the following costs:

- legal assistance provided by DAS employees, as described in article 4;
- legal advice provided by DAS employees, as described in article 5;
- legal assistance provided externally by lawyers, litigators, process servers and other experts that DAS has engaged for your case;
- costs of proceedings, court fees and the costs of arbitration and a binding opinion that DAS has incurred for your side of the case. These costs do not include amounts to settle the case, fines, periodic penalty payments and other costs that you have been ordered to pay;
- costs of proceedings for the counterparty, if the court orders you to pay these costs and you cannot appeal against this judgment. This also includes the counterparty's out-of-court costs if these can be claimed;
- costs of witnesses in judicial or administrative proceedings, up to the amount that the court determines;
- travel and subsistence expenses incurred by you for your case, if you are called to appear before a court in a foreign country. These expenses will only be compensated for if you are required to attend in the opinion of the lawyer or other competent expert dealing

with your case. You must always discuss such costs with DAS beforehand and the costs must be reasonable;

- costs of enforcing the judgment. These are costs that are necessary to ensure that the other party does what the court has ruled. You will receive compensation for a maximum period of five years from the date on which the judgment was handed down;
- VAT on the costs of your case. DAS will pay the costs directly to the persons who or bodies that incurred the costs, on behalf of Hoeksche Waard Assuradeuren.

## 7 When will I have to pay back costs?

DAS may incur costs for your case that you will be reimbursed for on the basis of a statutory provision or contract that you entered into. These include costs that you:

- can recover from another party; or
- can offset against other costs; or
- will be compensated for by another party.

In such cases, DAS will provide an advance for the costs. If you are able to subsequently recover, offset or receive compensation for such costs, then the amount you will receive must be paid back to DAS. DAS will ask the other party to pay this amount directly to DAS. If you receive the amount yourself, you must pay this back to DAS.

## 8 When will I receive compensation for only part of the costs?

DAS will compensate for only part of the costs in one of the following cases:

- The case is only partly covered by this policy  
In such case, we will work out what parts of your case are covered. You will only receive compensation for those parts.
- More than one person is involved in your case  
There may be multiple people with the same or similar interests who are involved in the dispute. You can then bring action against the other party together. This is called collective action. If you wish to use the legal assistance provided by DAS in this case, we will not compensate you for the full costs of the action, but only for your share of the case. This is regardless of whether other parties to the collective action put in more or less effort than you, or even no effort at all.

In either case, we will compensate you for up to the total maximum amount of € 15,000 (within Europe). If you have taken out worldwide cover and the case is being heard outside Europe, then the total maximum amount is € 5,000.

## 9 What additional compensation does this cover provide?

DAS is there to provide legal assistance; our purpose is not to pay out benefits or sums of money. However, there are three cases in which DAS can provide compensation or an advance:

### 9.1 Compensation if the other party is unable to pay

If you suffer an injury or damage to your property caused by a third party, then DAS will assist you in claiming compensation. However, if the third party doesn't have the means to pay, DAS will compensate you for the damage for up to a maximum of € 1,500 per incident. If you accept this amount, then you agree to hand the case over to DAS and you may not derive any rights for any consequences thereof.

Compensation is subject to all the following conditions:

- The damage was caused to you in an unlawful or improper way (unlawful act).
- There are no other causes of the damage.
- It is proven or demonstrably plausible that the person is liable for the damage.
- Damages cannot be claimed from the accused party, because they lack the financial means.
- It is not possible to obtain full or partial compensation in any other way.

### 9.2 Advance for a security deposit

If you are abroad and are involved in a legal dispute, you may have to pay a deposit as security to the government of that country. In such case, DAS will provide an advance of up to € 25,000 per incident. The dispute must be covered by this policy.

This is explicitly an advance; as soon as the government refunds the deposit, you must pay it back to DAS. You are obliged to authorise DAS to automatically debit this amount from your bank account.

You must cooperate fully regarding the repayment of the advance.

If the government does not refund the entire amount to you because you have been found guilty of an offence, then you must pay the entire or remaining amount back to DAS yourself as soon as possible.

### 9.3 Compensation if acquitted in criminal proceedings

If according to a summons you are suspected or accused of deliberately committing a criminal offence or of being an accomplice, then you can commission a lawyer to represent you. If you are subsequently acquitted from all legal proceedings, then DAS will compensate you for the costs of legal assistance (provided these costs are reasonable). We will do this up to the maximum amount stated in your policy schedule. The court judgment must be irrevocable and the counterparty must not be able to appeal against it. DAS will never provide legal assistance in such circumstances.

## 10 What are my obligations in terms of informing you about a case?

When informing DAS about a case, you have the following obligations:

- Tell us as soon as possible  
If you are involved in a legal dispute or if you think a legal dispute is imminent, then you must inform us as quickly as possible. This is important, because the later you tell us, the more difficult it might be to handle your case. If you wait too long to tell DAS about your case, such that we can only help with additional efforts or costs, DAS will refuse to handle your case.
- Do not engage any other legal assistance  
Once you inform DAS about your case, we will be the sole party to represent your interests, both in and out of court. If you have engaged any other legal assistance, you must inform DAS and decide whether to proceed with legal assistance from DAS or from the other provider. Your case can only be handled by a single legal assistance provider.
- Provide all information  
Once you tell DAS about your case, you must provide us with all information and documents related to your dispute. DAS needs this information to determine whether you are entitled to legal assistance for your case. You must not give us any incorrect information. If any new facts or developments emerge later on, you must tell DAS. This also applies if your case is being handled by a lawyer or another legal expert whom we have engaged.

- Provide your full cooperation  
From the moment that you tell DAS about your case, you must cooperate fully while your case is being handled and the costs are being recovered. You must continue to do this until the case is closed, even if your case is being handled by an external lawyer or legal expert. In addition, you must not act in any way that could be detrimental to the interests of DAS or Hoeksche Waard Assuradeuren.
- Do not contact any legal assistance provider or lawyer yourself  
You must not engage any legal assistance provider or lawyer yourself. If you select a legal assistance provider outside the DAS organisation, DAS will engage them on your behalf. You may always choose which legal assistance provider you want to represent you. If you engage a legal assistance provider yourself, we will not reimburse the costs.
- Change of address  
After you have informed us about your case, you must ensure that DAS always has your correct address.

## 11 What happens if I don't comply with my obligations?

If you fail to comply with all of your obligations in reporting your case to us and this harms the interests of DAS or Hoeksche Waard Assuradeuren, then your case will no longer be covered and DAS will cease to provide legal assistance.

If you deliberately attempt to deceive DAS by informing us about your case too late or providing us with incomplete or incorrect information, then you will no longer be covered at all, unless this penalty is disproportionate to what you have done or failed to do. The final decision on this rests with DAS or Hoeksche Waard Assuradeuren.

## 12 What happens if I am involved in a legal dispute with another insured party on my policy?

If you or your co-insured are involved in a legal dispute with another co-insured, and both parties wish to engage legal assistance from DAS, then the following rules apply:

- If you are the policyholder and you are involved in a legal dispute with a co-insured, then you are the only party who may engage legal assistance from DAS. You are the policyholder if your name is stated as such on the policy.
- If two of your co-insured parties are involved in a legal



dispute with each other, then only one of those parties may engage legal assistance from DAS. You may decide which party, if any, may do this.

### 13 What is not insured?

The Standard terms and conditions of this insurance contain a number of situations that are not covered by this insurance. In addition, this insurance does not cover:

#### 13.1 Disputes about an agreement

The dispute is related to an agreement that does not relate to the organisation of your trip.

#### 13.2 Disputes about social insurance

The dispute only concerns social insurance. However, we will provide legal assistance if social insurance plays a role in determining the amount of damage.

#### 13.3 Disputes about damage caused in a competition

The dispute is related to or is the result of damage caused at a speed race/agility competition or ride that you took part in.

#### 13.4 Disputes about an accident caused by alcohol or drug consumption

The dispute is related to or is the result of a traffic accident that was caused wholly or partly by alcohol or drug consumption. This applies in any case if the driver of your motor vehicle had more alcohol in their blood than the maximum legal limit in the Netherlands, or refused a breathalyser test.

However, DAS will provide legal assistance if you:

- can prove that this was not the case;
- can prove that there is no link between the accident and the use of alcohol or drugs;
- did not know or could not have known that the driver had used alcohol or drugs.

#### 13.5 A dispute or incident that you are responsible for

If the dispute or incident is the result of something you have done or failed to do, and:

- you knew that the dispute or incident would be likely to arise as a result; or
- you deliberately sought to cause the dispute or incident.

#### 13.6 A non-insured incident

The dispute is related to or is the result of:

- an incident that is not covered by this policy; and/or
- the legal or other expert assistance that you have received.

#### 13.7 A dispute about this cover

You are in a legal dispute with Hoeksche Waard Assuradeuren or DAS about this cover.

#### 13.8 A dispute that is covered by other insurance or another scheme

The dispute is covered by other insurance that you have taken out or another scheme that you have entered into, or you can invoke a statutory regulation or other provision. In such cases, DAS will not provide legal assistance or legal advice, and the costs thereof will not be reimbursed. If you are covered under the Legal Assistance Act (Wet op de Rechtsbijstand), then DAS will compensate for the costs.

#### 13.9 Certain financial disputes

Disputes relating to or arising from the following are not covered:

- debts you can't pay;
- bankruptcy declared by a judge;
- suspension/delay of payment that you have applied for or been granted;
- statutory debt relief imposed by the court;
- acting as a guarantor for another person and/or company, including your own company;
- compensation for damage that you have claimed from the liability insurer of one of your co-insured parties. This excludes compensation for injury or death due to a traffic accident, which is covered by this policy.
- tax law, including disputes about inheritance tax, charges, retributions, contributions, fees, customs duties and excise duties;
- administration of your assets.

Note: If an administrator has been appointed to manage your assets and distribute them to creditors due to statutory debt restructuring or bankruptcy, then DAS will cease to provide legal assistance. This applies to new cases as well as ongoing cases that we are handling for you or that we have outsourced for you.

### 13.10 Certain legal disputes

Disputes relating to or arising from the following are not covered:

- industrial and intellectual property rights, such as copyright, portrait rights, patent rights, and domain names;
- hire or commercial use of your goods;
- all forms of border and security checks;
- import and export requirements;
- immigration law and/or residency status, whether temporary or permanent.

You are also not insured for disputes for which you decide to or are required to appear before an international or supranational court, such as the European Court of Human Rights or the European Court of Justice, regardless of the nature of the case or the court you are appearing before.

## 14 How does DAS process your personal data?

The Standard terms and conditions of this insurance explain how Hoeksche Waard Assuradeuren handles your personal data and for what purpose. If you report a case to DAS, then DAS will also ask for your personal data. DAS uses your personal data in order to:

- assess whether you are entitled to legal assistance;
- handle your case properly;
- prevent and combat fraud;
- carry out statistical research;
- understand exactly which matters DAS is handling for you.

In the same way as Hoeksche Waard Assuradeuren, DAS adheres to the Code of Conduct for the Processing of Personal Data by Financial Institutions. DAS also adheres to the CIS Foundation (Stichting CIS) privacy regulations.

## 15 What information does DAS pass on to Hoeksche Waard Assuradeuren?

DAS will never pass on the details about your case to Hoeksche Waard Assuradeuren. However, DAS will inform Hoeksche Waard Assuradeuren:

- that it has handled a case for you;
- what type of case it was;
- how much costs have been incurred.

Hoeksche Waard Assuradeuren may use this information to assess your claim history.

DAS also routinely provides a full list to Hoeksche Waard Assuradeuren of all legal assistance cases that it has dealt with in a certain period. Hoeksche Waard Assuradeuren may use this information for statistical research.

Finally, DAS will inform Hoeksche Waard Assuradeuren if:

- you have failed to comply with your obligations to fully cooperate with the handling of your case; and
- DAS ceases to handle your case for that reason or, no longer provides legal assistance to you, either temporarily or permanently.

In that case, DAS will inform Hoeksche Waard Assuradeuren of the facts and circumstances that have led to this decision. Hoeksche Waard Assuradeuren will use this information to assess whether your insurance policy should be terminated. Hoeksche Waard Assuradeuren will also decide on that basis whether it is necessary to pass the information on to the Central Information System Foundation (Stichting Centraal Informatie Systeem - CIS).

## 16 Can DAS pass my personal data on to others?

DAS may pass data about you on to persons or organisations involved in handling your case, such as assistance and service providers, experts and repair companies. DAS will only provide the information they need to perform their services.

## 17 What if I don't agree with the way my case is being handled?

If you don't agree with the way your case is being handled, then you can discuss this with DAS. If you still do not agree, you can turn to the DAS dispute resolution procedure, if:

- DAS refuses to handle your case because there is no reasonable chance of success;
- DAS ceases to handle your case, because the chance of success has reduced;
- You don't agree with the legal methods that DAS is using or wishes to use to handle your case.

You may not use the dispute resolution procedure if you are dissatisfied with the way DAS handled your case afterwards. The dispute resolution procedure is also unavailable for matters that involve an external legal assistance provider or lawyer engaged by DAS. The procedure is only intended for

potential conflicts of interest with DAS or Hoeksche Waard Assuradeuren, not with an external legal assistance provider or lawyer.

#### **17.1 What does the dispute resolution procedure consist of?**

If you wish to use the dispute resolution procedure, you must tell DAS why you do not agree with the way your case is being handled. DAS will then ask an independent lawyer to issue a binding opinion on whether they agree with you or with DAS.

You may choose this lawyer yourself, but only DAS may engage them. DAS will pay the costs of the lawyer, regardless of the outcome. If you engage the lawyer yourself, then you are required to pay the costs. You may not choose a lawyer to represent your interests if they are already or have previously been involved in your case.

#### **17.2 What if the lawyer agrees with me?**

If the lawyer agrees with you, DAS will start or continue to handle the case. However, DAS may engage an external lawyer for the case.

You may choose this lawyer yourself, but DAS will engage them. This may not be the same lawyer as the one who issued the opinion or anyone from their firm.

#### **17.3 What if the lawyer agrees with DAS?**

If the lawyer agrees with DAS, you may opt to take the case on yourself at your own expense. If your case then achieves the desired outcome, DAS will compensate you for the costs incurred. These costs are listed in article 6.

DAS will compensate you for all costs that you incur if the case achieves the desired result in full. If the case is only partially successful, then DAS will reimburse a part of the costs accordingly. You must inform DAS of the final outcome within one month of the case being settled.

### **18 What if I don't agree with how the terms and conditions are being applied?**

When assessing your case, DAS applies the terms and conditions of this insurance policy. On that basis, DAS can decide not to handle your case or only to provide limited services. If you do not agree with the way that these terms and conditions are applied, you can bring legal action against DAS. If the court rules in your favour, then DAS will compensate you for the costs you have incurred. These costs

must be reasonable and fall within the costs described in article 6.

## **Driver assistance cover**

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### **1 What is insured?**

With this cover you are insured for:

- help if your motor vehicle or trailer breaks down during your trip;
- help if the driver of your motor vehicle cannot continue driving;
- compensation for the costs of this assistance.

Read on to find out exactly what assistance we provide and compensate for, and under what terms and conditions.

### **2 Which motor vehicles are covered under this policy?**

This policy covers cars, campervans and motorbikes that you are travelling in or on. For readability purpose, we refer in these terms and conditions to 'your motor vehicle', but you do not have to own this vehicle.

Your motor vehicle is only insured if:

- it has a valid Dutch vehicle license plate;
- driving licence category A, B or BE is required; and
- the vehicle is insured against third-party liability during your trip.

Motor vehicles with a non-Dutch registration plate are not covered.

### **3 Which trailers are covered under this policy?**

This policy covers touring caravans, trailer tents, boat trailers and luggage trailers that:

- you are travelling with from the Netherlands;
- you are using for recreation only; and
- you are towing with a motor vehicle that is subject to the terms and conditions set out in article 2.

#### **4 In which countries does this cover apply?**

The Standard terms and conditions of this travel insurance state which countries you are insured in. However, certain countries are excluded from driver assistance cover. You are insured under this cover in:

- Europe, including the Azores, Madeira, the Canary Islands and Turkey, but excluding Albania, Greenland and the Netherlands;
- the following non-European countries bordering the Mediterranean: Algeria, Egypt, Israel, Morocco and Tunisia.

Note: Some European countries have territories outside Europe. This insurance does not provide cover in such territories, except the territories mentioned above. In case of doubt, please contact us.

##### **4.1 Cover in the Netherlands**

You are not insured under this cover in Netherlands.

#### **5 What are my obligations?**

In addition to the obligations stated in the Standard terms and conditions of this travel insurance, you have the following obligations under this cover. If you fail to comply with these, then we cannot offer you any assistance or compensation for costs.

##### **5.1 Granting us authorisation**

In order to provide our services, we sometimes need authorisation from you or the owner of the motor vehicle you are travelling in. You must provide this authorisation or provide your full cooperation in obtaining authorisation from the owner.

##### **5.2 Paying back uninsured costs**

Hoeksche Waard Assuradeuren or the Emergency Service Centre will sometimes pay an advance for costs that are not covered by this insurance. You will receive an invoice for such costs, which you must pay within 30 days. You may not deduct the amount payable from the compensation you receive from Hoeksche Waard Assuradeuren or the Emergency Service Centre. However, Hoeksche Waard Assuradeuren may do this at its discretion, even if the Emergency Service Centre has paid an advance for these costs.

If you fail to pay the invoice within 30 days, then you will start to incur statutory interest on the amount owed from the 31st day after the invoice date. You must also pay any reasonable collection costs incurred by Hoeksche Waard Assuradeuren or the Emergency Service Centre.

#### **6 When am I not insured?**

You are not insured in the following cases:

##### **6.1 Consumption of alcohol or drugs**

The person who was driving your motor vehicle during the trip was under the influence of alcohol or drugs, such that they could not drive the motor vehicle safely. In our view, this is always the case if the driver had consumed more alcohol than is legally permitted to drive a vehicle in the Netherlands, or refused a breathalyser test.

##### **6.2 Damage caused in speed trials**

The damage that you suffered is linked to a speed race/agility competition or ride that you or another person took part in with your motor vehicle or trailer.

##### **6.3 Business use of the vehicle**

You used your motor vehicle during your trip to:

- give driving lessons;
- hire out;
- transport goods or persons professionally or for a fee. This excludes being reimbursed for the costs of using your own transport.

##### **6.4 Damage caused by poor condition or overload of the vehicle**

The damage that you suffered is due to the fact that your motor vehicle or trailer was in a very poor condition or was overloaded, such that it could have been reasonably expected to break down during the trip.

##### **6.5 Emergency assistance cannot be provided due to local conditions**

There are conditions in the country where you are travelling that reasonably prevent us from providing assistance. This concerns circumstances beyond the control of Hoeksche Waard Assuradeuren and the Emergency Service Centre, such as government measures, political unrest or natural disasters.

## Breakdown of motor vehicle or trailer

### 7 When am I entitled to assistance if my motor vehicle or trailer breaks down?

You are entitled to assistance and compensation for the costs thereof, if you meet the following conditions:

You can no longer use your motor vehicle or trailer:

- due to an incident that you could not have expected at the beginning of your journey, such as theft, fire, explosion, collision or technical failure;
- because the vehicle and/or trailer has been seized or confiscated because of a traffic accident.

In such cases, please contact the Emergency Service Centre as soon as possible.

This applies if the motor vehicle and/or trailer cannot be provisionally repaired or retrieved within two working days after reporting the incident to the Emergency Service Centre.

### 8 What assistance will I receive if my motor vehicle or trailer breaks down?

If your motor vehicle or trailer breaks down during your trip, you can contact the Emergency Service Centre to find out what services are available to you. These depend on the nature of the incident. The Emergency Service Centre will determine what assistance you will receive. This could be:

#### 8.1 Roadside assistance and towing

If your motor vehicle or trailer breaks down on the road, Hoeksche Waard Assuradeuren will compensate for the costs of:

- recovering, towing and transporting your motor vehicle or trailer to the nearest garage or repair facility;
- roadside assistance for your motor vehicle or trailer: in this case, we will reimburse the labour costs.

We will only compensate you for these costs if they are necessary and reasonable. You may choose who provides the assistance. If you choose to receive assistance from the Emergency Service Centre, then we will compensate for all costs. If you choose to receive assistance from another provider, then we will compensate for the costs incurred up to € 200 per incident. We will not compensate for any repair costs incurred from a garage.

#### 8.2 Storing your motor vehicle or trailer abroad

If your motor vehicle or trailer breaks down on the road abroad and you need to temporarily store it with a garage in that country, then Hoeksche Waard Assuradeuren will compensate for the costs incurred, including for storing your luggage and, if applicable, the vessel you were towing with your motor vehicle. No maximum amount per day applies, but this is subject to a maximum period of 30 days.

#### 8.3 Transporting your motor vehicle or trailer back to the Netherlands

If your motor vehicle and/or trailer cannot be repaired on location within two working days, the Emergency Service Centre will arrange for transport back to the Netherlands for you:

- motor vehicle and/or trailer;
- luggage and camping equipment that you brought from home and were transporting; and
- any bicycles, small boats and surfboards that you were transporting on the trailer or motor vehicle.

The Emergency Service Centre will arrange transport by itself or by another provider. The vehicle and other items will be taken to a garage in the Netherlands of your choice. Hoeksche Waard Assuradeuren will pay the costs of organisation and transport.

Note: If the costs of transporting the motor vehicle or trailer are higher than the value of your motor vehicle or trailer itself at that time, then we will not compensate for these costs. However, we will pay compensation pursuant to article 8.4.

#### 8.4 Leaving your motor vehicle or trailer behind abroad

If your motor vehicle or trailer is so seriously damaged that the costs of transporting it to the Netherlands are higher than the value of your motor vehicle and/or trailer, then the Emergency Service Centre will ensure that you can leave your vehicle or trailer behind abroad or have it scrapped. The Emergency Service Centre will arrange this to be done by itself or by another provider. Hoeksche Waard Assuradeuren will pay the costs of this.

#### 8.5 Sending parts

If you need parts to have your motor vehicle or trailer repaired and these are readily not available on location, then the Emergency Service Centre will arrange for such parts to

be sent to you. This also applies to engine parts that are required to repair a boat that you were transporting.

Hoeksche Waard Assuradeuren will compensate for the costs of sending these parts. The costs of purchasing and, if applicable, returning the parts is at your own expense. If you do not collect the parts, then you must also pay the costs of purchasing and returning them.

This service and compensation for the costs are subject to the following conditions:

- Parts are permitted for import in accordance with the local customs regulations.
- The parts are necessary for you to use your vehicle, trailer or boat again.
- Once the parts are ordered and dispatched, it is not possible to cancel them.
- The parts are not lubricant, fluids or paint.
- You must pay the costs of purchasing the parts in advance, if requested by Hoeksche Waard Assuradeuren or the Emergency Service Centre.

## Driver cannot continue driving

### 9 What assistance will I receive if the driver of my motor vehicle cannot continue driving?

If the driver of your motor vehicle is unable to continue driving during the trip and none of the passengers are competent to drive, then please contact the Emergency Service Centre.

The Emergency Service Centre will send a replacement driver to drive your motor vehicle back to the Netherlands. If there is room, you and your co-insured passenger(s) may travel back with the replacement driver. Hoeksche Waard Assuradeuren will pay the costs of the replacement driver, including time, travel and accommodation expenses. We will only do this in the following cases:

#### 9.1 Illness, accident or death affecting the driver

The driver of your motor vehicle:

- dies; or
- may no longer drive on medical advice due to illness or an accident. The driver is not expected to recover prior to the scheduled date of the return journey.

#### 9.2 Driver cuts their trip short

The driver of your motor vehicle needs to cut their trip short because of:

- serious illness, serious accident or death of one of their close family members or cohabitants in the Netherlands. Please see the Definitions section to see who is classed as a close family member or cohabitee.
- serious damage to their household, household contents or other property in the Netherlands, caused by fire, burglary, explosion, lightning, storm or flood. The situation is so urgent that the driver needs to travel back to the Netherlands immediately.

### 10 What are my obligations in terms of informing you that the driver cannot continue driving?

In addition to the other obligations under this insurance, you also have the following obligations if the driver of your motor vehicle is unable to continue driving. If you fail to comply with these obligations, you will not be compensated for the costs of the replacement driver.

#### 10.1 Motor vehicle must be roadworthy

The motor vehicle and trailer must be roadworthy when the replacement driver arrives.

The replacement driver must be able to drive the vehicle away immediately and unhindered. If this is not the case and additional costs are incurred, you are responsible for paying these costs.

#### 10.2 No unpaid bills

If the replacement driver is unable to drive the motor vehicle and/or trailer away unhindered because you have failed to pay for a repair or hotel stay for example, then please contact the Emergency Service Centre. You must also transfer the unpaid amount to the Emergency Service Centre, so it can settle the unpaid bills. Only when all bills have been paid will the Emergency Service Centre allow the replacement driver to make their way to your location.

#### 10.3 Safety requirements met and all documents present

The motor vehicle and trailer must meet all safety requirements when the replacement driver arrives. You must also have all documents required for the use of the motor vehicle available to hand. If this is not the case, then you need to make arrangements to rectify this. Otherwise, the

replacement driver will not make their way to your location.

## Cancellation cover

In addition to the terms and conditions set out below, this cover is subject to the terms and conditions of Multi-trip travel insurance (including any additional cover you have taken out) and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### 1 What is insured?

With this cover, you are entitled to compensation in the situations described below. You will only receive compensation if the trip is covered by this insurance (including any additional cover that you have taken out). Your trip must also take place in one of the countries that fall within the area of the insurance cover.

#### 1.1 Cancelling your trip

You unexpectedly need to cancel a planned trip because of one of the incidents referred to in article 3.

#### 1.2 Postponing the departure date

You unexpectedly need to postpone the start of your journey by one or more days because of one of the incidents referred to in article 3.

#### 1.3 Cutting the trip short

You unexpectedly need to travel home more than eight hours earlier than planned because of one of the incidents referred to in article 3.

#### 1.4 Cancelling, postponing or cutting the trip short because of your travel companion

Your travel companion needs to unexpectedly cancel, postpone or cut the trip short because of one of the incidents referred to in article 3. You therefore want to cancel, postpone or cut the trip short as well.

#### 1.5 Cutting the trip short or suspending it after being admitted to hospital

You are admitted to hospital during your trip. This means you need to temporarily suspend the trip or cut the trip short. This happens more than eight hours before the end of your trip and your admission to hospital is medically necessary.

#### 1.6 Late arrival due to delay

You unexpectedly arrive more than eight hours late at your travel destination, because of a delay when travelling by aircraft, boat or train.

Emergency assistance, exceptional costs and repatriation cover provides compensation for the costs of alternative transport if your means of transport breaks down during or immediately prior to your trip. For more details about what is covered, see article 12 of the policy terms and conditions of this cover.

### 2 What should I do if I need to claim under this cover?

You can only claim under this cover if you took it out within fourteen days of booking your travel and/or accommodation. You must comply with a number of obligations, depending on the incident. If you do not comply with these obligations, we will not compensate you for your costs.

#### 2.1 Obligations in case of cancellation

If you want to cancel your trip:

- Inform your travel operator and/or accommodation provider that you wish to cancel.
- Cancel all separate parts of trip booked with the person, organisation and/or travel company where you made the booking.
- Obtain written confirmation of cancellation as well as an invoice for the costs of cancellation.
- Send all invoices, written confirmation and other information to us.

#### 2.2 Obligations if you want to cut your trip short

If you need to travel home early due to the circumstances there or if you unexpectedly need to be admitted to hospital during the trip, please send us all supporting documentation.

#### 2.3 Obligations if you are delayed

If your outbound journey by aircraft, train or boat is delayed, then you must:

- Ask the carrier to provide proof of the delay.
- Send this proof and any other supporting documentation to us.

### **3 When will I receive compensation?**

Whether you will receive compensation or not depends on the following:

- If one of the situations referred to in articles 1.5 and 1.6 applies, then we will not compensate you for your costs.
- If one of the situations referred to in articles 1.1 to 1.4 applies, you will only receive compensation for your costs in the following cases. The cover must be valid at that time.

#### **3.2 Death, illness or accident affecting you**

After booking your trip, you:

- die,
- become seriously ill, or
- are seriously injured in an accident, and you could not have foreseen such an incident at the time of booking.

#### **3.3 Death, illness or accident affecting a family member or cohabitee**

After booking your trip:

- one of your close family members or cohabitees dies,
- one of your close family members or cohabitees becomes seriously ill, or
- one of your close family members or cohabitees is seriously injured in an accident, and you could not have foreseen such an incident at the time of booking.

Please see the Definitions section to see who we class as a close family member or cohabitee.

#### **3.4 Death, illness or accident affecting a family member you would have been staying with**

You planned to stay with a close family member during your trip. After booking your trip:

- this family member dies,
- this family member becomes seriously ill, or
- this family member is seriously injured in an accident, and you could not have foreseen such an incident at the time of booking.

As a result, you are unable to stay with this family member. Please see the Definitions section to see who we class as a close family member.

#### **3.5 Death, illness or accident affecting your business partner**

After booking your trip:

- your business partner, associate, authorised agent or the person for whom you are acting as executor dies;
- this person becomes seriously ill, or
- this person is seriously injured in an accident, and you could not have foreseen such an incident at the time of booking.

#### **3.6 Death of a close friend or third-degree family member**

A close friend or third-degree family member dies during your trip or up to two weeks before your departure.

You could not have foreseen such an incident at the time of booking.

#### **3.7 Complications during pregnancy**

After booking your trip, medical complications arise during your pregnancy. You could not have foreseen such an incident at the time of booking.

#### **3.8 Advised against travelling due to pregnancy**

After booking your trip, your doctor recommends that you do not travel on medical grounds related to your pregnancy. You could not have foreseen such an incident at the time of booking.

#### **3.9 Advised against a required vaccination**

You are travelling to an area where a vaccination is required, but you are advised against receiving this vaccination on medical grounds. You could not have foreseen such an incident at the time of booking.

#### **3.10 Advised against travelling due to infectious disease**

After booking your trip, there is an outbreak of an infectious disease in the country you would be travelling to. You are therefore advised against travelling there for medical reasons. You could not have foreseen such an incident at the time of booking.

#### **3.11 Serious damage to your property in the Netherlands**

After booking your trip, your property or the property of the company where you work is affected by fire, burglary, storm, explosion or flooding.



The damage is so great that you cannot travel to your destination or you need to cut your trip short.

### **3.12 Serious damage to your accommodation**

After booking your trip, your holiday accommodation is damaged to such an extent that you cannot stay there anymore. No other equivalent accommodation is available nearby.

### **3.13 Loss or theft of travel documents**

After booking your trip, your passport, driving licence and/or another necessary travel document is lost or stolen. It is not reasonably possible to replace the lost/stolen document(s) in time.

### **3.14 No visa**

You are unable to obtain a visa or your visa is cancelled, and such a visa is required to enter the country you are travelling to. You could not have foreseen such an incident at the time of booking.

### **3.15 Loss of job**

After booking your trip, you suddenly and unwillingly lose your job through no fault of your own.

### **3.16 New job**

After booking your trip, you are offered and accept a new job. You could not have foreseen such an incident at the time of booking. Your employment contract does not allow you enough time off to make your trip. The employment must be for at least 20 hours per week, for a period of at least one year or for an indefinite period. You were unemployed and received jobseekers' benefit before you accepted this job.

### **3.17 New tenancy of a rented property**

After booking your trip, you are suddenly offered and accept the tenancy of a rented property. The tenancy agreement takes effect during your trip.

### **3.18 Resitting an exam**

After booking your trip and taking out this cancellation cover, you took an exam at a secondary school, a vocational/professional education institute or a university. You did not pass the exam and you therefore need to resit the exam during your trip.

### **3.19 Divorce**

You were married or living together with your partner, but this relationship ended definitively after you booked your trip. You have therefore instigated divorce proceedings or asked a notary to terminate your cohabitation agreement. You did this after you booked your trip and took out this cancellation cover.

Note: You will only receive compensation for your cancellation fees if your petition for divorce is submitted to the court or you ask your notary to terminate your cohabitation agreement no later than four weeks after cancellation.

- Divorce also means the termination of a civil partnership.

### **3.20 Cancelling, postponing or cutting the trip short because of your travel companion**

You are travelling with someone who is not insured on your policy, but has their own cancellation insurance. You are planning to travel there and back together. However, due to one of the situations described above, your travel companion has to cancel, postpone or cut the trip short and you want to do so too. Your travel companion's cancellation insurance will reimburse their costs, but not yours.

## **4 How much compensation would I receive in the event of cancellation?**

If you need to unexpectedly cancel a trip because of one of the situations referred to in article 3, then we will compensate for the cancellation charges that you and your co-insured travel companions incur. We will do this up to the maximum insured sum per person stated on your policy schedule. Cancellation costs mean the total amount paid for your trip or any rebooking costs. These comprise the following:

### **4.1 Amount paid for your trip**

This is the total amount that you have paid or have to pay in the Netherlands for the trip before you travel. This includes the cost of transport and the accommodation where you would have been staying during your trip.

If you can recover some of this amount from your travel operator, accommodation provider or carrier, then we will deduct this amount from the compensation. You will then receive the remaining amount.

#### **4.2 Rebooking costs**

If you want to rebook your trip for another date, then we will compensate for the rebooking costs that you incur. We will do this up to the amount that we would pay you if you cancelled the trip in full.

### **5 How much compensation will I receive if my departure date is postponed?**

If you need to postpone the start of your journey by one or more days because of one of the incidents referred to in article 3, then you will receive a certain amount for each day that your departure is delayed (the 'daily rate'). We will pay this amount to you and your co-insured travel companions. We will do this up to the maximum insured sum per person stated in your policy. Article 9 describes how we calculate the daily rate.

### **6 How much compensation will I receive if I arrive late as a result of a delay?**

If you arrive more than eight hours late at your travel destination, because of a delay when travelling by aircraft, boat or train, then you will receive a certain amount (the 'daily rate') for each full day or part-day of the delay. We will pay this amount to you and your co-insured travel companions. We will do this up to the maximum insured sum per person stated in your policy for up to five days. Article 9 describes how we calculate the daily rate.

### **7 How much compensation will I receive if I need to cut my trip short?**

If you need to cut your trip short more than eight hours early because of one of the incidents referred to in article 3, then you will receive a certain amount (the 'daily rate') for each full day or part-day affected. We will pay this amount to you and your co-insured travel companions. Article 9 describes how we calculate the daily rate.

### **8 How much compensation will I receive if my trip is cut short or cancelled because I am admitted to hospital?**

If you need to cancel your trip or cut it short by more than eight hours because you suddenly need to go into hospital, and this is medically necessary, then you will receive a certain amount (the 'daily rate') for each full day or part-day affected. We will pay this amount to you and your co-insured travel companions.

We will do this up to the maximum insured sum per person stated in your policy. Article 9 describes how we calculate the daily rate.

### **9 How do you calculate the daily rate?**

We calculate the daily rate per insured party as follows:

1. We determine the total amount paid for the trip per insured party. This is the amount that you paid or still have to pay in advance for the trip, divided by the number of people travelling under the booking. This includes the cost of transport and the accommodation during your trip.
2. If the amount paid for your trip is higher than the maximum insured sum per person stated on your policy schedule, then we will base our calculation on the maximum insured sum.
3. We divide the total amount paid for the trip or the maximum insured sum by the number of days of your trip or your accommodation hire. The remaining amount is the daily rate.

### **10 When will I not receive compensation?**

You will not receive compensation if you cancel your trip or cut it short, and you:

- could have reasonably expected that you might have to cancel the trip or cut it short when you booked the travel or accommodation;
- took out this cancellation cover more than 14 days after booking your travel or accommodation.

## Definitions

### Definitions of terms under 'General'

#### Close family member

Blood relatives or relatives by marriage:

- first degree: spouses, civil partners, parents, parents-in-law, children (including foster children and stepchildren), sons-in-law and daughters-in-law;
- second degree: brothers, sisters, brothers-in-law, sisters-in-law, grandparents and grandchildren.

#### Cohabitee

Persons:

- who you are permanently living with as a family; and
- who are registered as living at the same address as you in the population register.

#### Business trip

A trip that is wholly or partly intended for:

- undertaking work for your job, internship or volunteer role;
- attending a meeting or conference.

Only personal trips and the personal parts of combined personal and business trips are insured.

#### Dangerous sports

- parachuting, parasailing, paragliding, hang gliding, microlight flying, bungee jumping and kite surfing;
- mountain sports, except on established paths or in established areas that are also suitable for inexperienced hikers;
- abseiling, descending into caves and caverns;
- white water rafting on water with a hazard class higher than class II, other such rafting;
- taking part in or preparing for speed, record or endurance, trials and races with motor vehicles, other vehicles or boats, trial riding;
- hunting sports, combat sports, horse competitions, cycling races, rugby, ice hockey;
- ice climbing, skeleton, bobsleigh, ski jumping or ski flying, skijöring, heli-skiing, paraskiing, ski touring, competition tobogganing, glacier tours
- any form of professional or semi-professional sport;
- variants of these sports with a similar risk.

#### Winter sports

- alpine skiing
- skibobbing
- ski touring
- monoskiing
- snowboarding
- swingbo
- surf skiing
- ice yachting
- glacier skiing
- ice climbing
- telemark skiing.

### Definition of terms under 'Luggage and damage to accommodation cover' and 'Currency cover'

#### Locked luggage compartment

One of the following luggage storage spaces:

- the locked boot of a saloon, convertible or coupé car;
- the locked luggage compartment of another type of motor vehicle, which must be covered by a rear shelf, roller cover or any other similar fixed cover;
- a locked cabinet in a campervan or caravan;
- a firmly attached and locked ski box, roof box or motorbike case.

#### Packed luggage

Luggage packed in the form of suitcases, handbags or other kinds of bags. The size and weight of the luggage are not relevant.

#### Hand luggage

Luggage that you keep close at hand while travelling.

### Definitions under 'Emergency assistance cover'

#### Companion

The person who takes care of you and assists you during the trip if it is medically necessary due to an accident or illness.

#### Technical fault

A component of your vehicle or trailer, for example, that suddenly fails or breaks, such that it does not work anymore.

#### Alternative travel

A motor vehicle, trailer, moped, bicycle or recreational craft that replaces the means of transport that you originally

intended to travel with. This replacement means of transport is used exclusively for your trip.

### **Definitions under 'Accident cover'**

#### **Injury**

Damage to the body, the nature and location of which are determined according to objective medical standards.