

# Travel Insurance

General Policy Terms and Conditions

CHUBB®

## CHUBB-WA-2017-General

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The information provided to the insurer by the policyholder and the insured, in whatever form, is the basis of the insurance contract and is deemed to form an integral part thereof. These terms and conditions apply to all categories included in the policy, unless stated otherwise in these general terms and conditions and / or in the special terms and conditions.

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## Dutch Law

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This insurance is governed by Dutch law. The Dutch courts have jurisdiction.

## Complaint handling

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For complaints relating to the insurance agreement you can write to:

- The Management of the Insurer;
- The Dutch Financial Services Complaints Authority (KiFid), PO Box 93257, 2509 AG The Hague. Important Information

## Important Information

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### Important Phone Numbers

Please make a note of the following phone numbers or add them to Your mobile; You may need them in an emergency or if You need to make a Claim:

### Chubb Assistance

For overseas medical emergencies please contact Chubb Assistance on +31 207 143 565 (24 hours a day, 365 days a year)

### Chubb Customer Service

For questions about your policy we are available Monday to Friday between 9:00 and 16:30 via +31 207 143 551 or via email [travelinsurance@broadsfire.eu](mailto:travelinsurance@broadsfire.eu).

### Chubb Claims

For reporting a claim for your travel policy we are available Monday to Friday between 9:00 and 16:30 on +31 207 143 551 or via email [travelinsurance@broadsfire.eu](mailto:travelinsurance@broadsfire.eu).

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# General terms and conditions CHUBB-WA-2017-General

## 1. Definitions – Article 1

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### 1.1 Trailer

Rented caravan, trailer tent, boat trailer or luggage trailer.

### 1.2 Nuclear reaction

Every nuclear reaction which releases energy, such as nuclear fusion, fission, artificial and natural radioactivity.

### 1.3 Car and motor vehicle accessories

Roof rack, roof luggage box, bicycle rack, car, bicycle and motor vehicle tools, snow chains, car audio and transmission equipment (whether or not built in) with only battery connection, music cassettes and compact disks present in the vehicle, as well as spare parts (limited to: Serpentine belts, spark plugs, distributor caps, contact breakers and light bulbs).

### 1.4 Luggage

The items which the insured has taken along for personal use and which, during the period of validity of the contract, have been dispatched to the destination before or after departure, as well as the goods which the insured buys during the trip.

The following items are not considered to be luggage:

- a. securities of whatever nature, manuscripts, computer software, notes and drafts;
- b. collections (such as stamp and coin collections);
- c. tools;
- d. objects which have an antiques or artistic value;
- e. animals;
- f. vessels (except folding boats, inflatable boats and sailboards), aircraft (which includes gliders and gliding equipment), motor vehicles (including mopeds), campers and other vehicles (except bicycles, prams, pushchairs and wheelchairs) as well as the accessories and (spare) parts thereto (including tents).

### 1.5 Beneficiaries

The party or parties to whom damages and/or compensations are payable, excepting all and any authorities.

### 1.6 Damage prevention costs

The costs incurred by the insured, in case of immediate threatening danger and, before or after the origin of the event covered by the policy, to avoid or reduce any further damage.

### 1.7 Computer and camera equipment

The whole of electronic information processing equipment consisting of a central unit with direct memories attached thereto, power supplies, input and output devices and other peripherals including connection cables. This includes PDA's, tablet computers, laptops, notebooks, gaming consoles including games. Camera equipment includes telescopes, binoculars and digital cameras. Computer and camera equipment are considered to be part of the category valuables.

### 1.8 Current market value

The value of the item immediately prior to the event. To determine the current market value, account is taken of the original purchase price or taxable value and the depreciation. The depreciation takes place by deducting an amount due to ageing, wear and tear, the average useful life of the items or as a result of quick model changes and technical progress.

### 1.9 Event

Every event or series of events which are causally related to each other and which caused the damage/loss.

### 1.10 Money

Coins and banknotes used as a legal currency.

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### 1.11 Personal jewellery

Jewellery, including watches, manufactured to be worn on or attached to the body and which wholly or partly consist of (precious) metal, stone, mineral, ivory, (red) coral or other similar materials, as well as pearls and fur. This definition also covers personal jewellery which no longer has its original use, such as personal jewellery which is considered to be an investment. Personal jewellery is considered to be part of the category valuables.

(Fountain) pens, lighters and spectacles are not covered by this definition.

### 1.12 War risk

The six types of war risk, as well as their definitions, deposited at the Registry of the District Court of The Hague by the Association of Insurers on 2 November 1981:

- a. *Armed conflict*: any situation in which states or other organised parties fight each other - using military force. Even armed interventions by a peacekeeping force of the United Nations are covered by this definition.
- b. *Civil war*: a more or less organised violent struggle between inhabitants of a state, in which a significant portion of the population is involved.
- c. *Insurrection*: organised violent resistance within a state directed against the public authorities.
- d. *Civil commotion*: more or less organised violent acts occurring in different places within a state.
- e. *Riots*: a more or less organised local violent movement directed against the public authorities.
- f. *Mutiny*: a more or less organised violent movement of members of an armed force, which is directed against the authority under which they are placed.

### 1.13 Motor vehicle

A motor vehicle, insofar as:

- a. a driving licence A B(E) is required;
- b. It is fitted with a Dutch number plate;
- c. an insured is the authorised driver.

### 1.14 Replacement value

The amount required to purchase new items of the same type and quality.

### 1.15 Accident

A sudden, external, violent event, independent of the will of the insured, which affects the insured immediately, which is directly and solely responsible for his/her death or physical disability, provided that the nature of the injury can be observed objectively by a medical professional.

### 1.16 Journey

A trip to and/or from abroad with a duration of up to 30 days or a continuous period of travel, for which the outward journey and/or the return trip is done via a flight booked with Wizz Air.

### 1.17 Travel documents

Passport, travel tickets, tickets, vouchers, driving licences, visa, identity papers and tourist cards.

### 1.18 Means of transport

A motor vehicle, trailer or side-car.

### 1.19 Insurer

Chubb European Group SE.

### 1.20 Insured

- a. You (the policyholder), with a maximum age of 64 years old

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b. Other insureds, as far as they are mentioned on the certificate of insurance, with a maximum age of 64 years old.

#### 1.21 Policyholder

The individual who concluded the insurance agreement with the insurer and stated as such on the certificate of insurance.

#### 1.22 House mates

The individuals living with the insured in a long-term family relationship and who are registered at the same address at the Registry office.

#### 1.23 Relatives

- a. Relatives by blood or marriage in the 1<sup>st</sup> degree, i.e.: spouses, parents(-in-law), (foster) children, sons and daughters(-in-law). Registered cohabitation is put on a par with marriage;
- b. Relatives by blood or marriage in the 2<sup>nd</sup> degree, i.e.: brothers and sisters(-in-law), grandparents and grandchildren.

#### 1.24 Permanent home address and place of residence

The address in the Netherlands where you or the insured are registered in the population register.

## 2. Coverage – Article 2

### 2.1 Definition of coverage

The insurer provides cover for the categories covered according to the certificate of insurance.

The coverages are valid for the insured persons stated on the certificate of insurance and up to the maximum amounts indicated in the cover overview in article 2.2.

The coverage applies only to the insured whose name is on the certificate of insurance; this insurance is not transferable.

The coverage applies to Journeys abroad during the Period of Insurance that takes place entirely within the Area of Travel stated in the Certificate of Insurance, as long as You have booked a return flight to Your country of origin before you depart for Your Journey.

The coverage ends when the insured period ends.

### 2.2 Overview of coverage

Package in euro: Coverages and sums insured apply as stated below in accordance with the plan type chosen and stated on the certificate of insurance.

Coverage	Sums insured*	Excess**
<b>Luggage and travel inconvenience</b>		
<b>Luggage</b>		
Total luggage (first loss)	Up to € 1,500	✓
Luggage per item	Up to € 250	✓
Valuables in total	Up to € 250	✓
Rented sports gear	Up to € 250	✓
<b>Travel inconvenience</b>		
Flight delay Amount per period of 12 hours	€ 75	✗
Flight delay Total amount	€ 300	✗
Business Equipment Hire	€ 50 for each 24 hours up to a max of € 250	✗
Luggage delay	Up to € 200	✗
Missed flights	Up to € 200	✓
Travel abandonment	Up to € 500	✓
Travel documents	Up to € 250	✗

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Money	Up to € 300	✓
<b>Medical</b>		
<b>Repatriation and evacuation</b>		
Evacuation and transport and Medical repatriation	Maximum of € 250,000	✓
Travel expenses	€60 per day up to a maximum of €600	✓
Accompanying travel expenses	€60 per day up to a maximum of €600	✓
Burial and cremation costs and repatriation of the remains	Up to €5,000	✓
Emergency dental treatment	Up to €250	✓
Curtailement	Up to €500	✓
<b>Personal accidents</b>		
In case of death	€ 10,000	✗
Permanent disability	€ 10,000	✗
<b>Medical costs</b>		
Medical costs abroad	Maximum of € 250,000	✓
Hospitalisation	€15 per day up to a maximum of €750	✗
<b>Cancellation</b>		
Cancellation costs (maximum per trip) per person	Total flight costs as mentioned on the booking form	✗
Accommodation or excursion costs paid before departure	Up to €500 per person	✗
<b>Other</b>		
<b>Legal Assistance</b>		
In the Netherlands	Up to € 10,000	✗
<b>Liability</b>		
Maximum sum insured per event	Up to € 2,000,000	✓

\* Amounts per insured per event, unless stated otherwise on the certificate of insurance

\*\* A €50 excess applies to each benefit section per person as highlighted in the table above.

### 2.3 Acceptance criteria

Only persons who, during the period of insurance, are registered in a Dutch population register as residing at the address in the Netherlands are eligible for coverage under this policy. The policyholder needs to be in the Netherlands at the time of taking out the insurance policy.

- a. The insurance provides coverage in accordance with the plan type chosen and stated on the certificate of insurance.
- b. In the Netherlands the coverage will only take effect in the case of:
  - 1) a journey from and/or to a foreign country;
  - 2) a pre-booked flight with Wizz Air.
  - 3) The insurance is not valid if the insurer has already notified the insured that it no longer wishes to insure him/her.
  - 4) For the cancellation section the insurance is only valid if it is concluded immediately or at the latest within 7 days of booking the plane ticket with Wizz Air.

### 2.4 Coverage area

The certificate of insurance specifies the area in which the insurance applies. There are two options. Coverage for:

- Europe
- the whole world, except for travels to, from or in Cuba and/or transit in Cuba.

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Europe is understood to refer to:

Europe, including the Azores, the Canary Islands, Madeira and the whole of Turkey.

Some European countries have regions located outside Europe. In these regions the insurance does not provide cover, except for the regions mentioned above.

### 3. Exclusions – Article 3

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#### 3.1 General

This insurance does not provide entitlement to payment of damages for accidents, damage, loss or costs:

- a. which could reasonably have been foreseen before undertaking the journey;
- b. stemming from diseases or disorders which existed before the start of the journey. This exclusion does not apply to the section on medical repatriation and evacuation and personal accidents.
- c. originated or facilitated by the use of narcotics or stimulants (such as alcohol, soft drugs and hard drugs) ;
- d. originated as a criminal activity or participation in a criminal activity by the insured;
- e. caused intentionally or with the consent of the policyholder / insured or any person with an interest in the compensation under this insurance, other than damage prevention costs;
- f. caused or originated due to war risk;
- g. caused by, occurring with or resulting from nuclear reactions, irrespective of how the reaction originated.

This exclusion does not apply to radioactive nuclides that are outside a nuclear facility and that are used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes, provided that a license for the manufacture, storage and disposal of radioactive substances by the Ministry of Housing, Spatial Planning and the Environment has been issued. Insofar as under the Nuclear Accidents Liability Act a third party is responsible for the damage, the exclusion remains in force;

- h. caused by an earthquake and/or volcanic eruption. In case of damage originating either during the time in which, or 24 hours after the effects of an earthquake or volcanic eruption revealed themselves in or near the building, the policyholder must prove that the damage is not attributable to those phenomena;
- i. caused by or in relation to flooding. This exclusion does not apply to damage caused by fire or explosion caused by flooding. This exclusion does not apply to the accident insurance;
- j. caused by non-compliance with the obligations in case of damage or loss. The insurance does not provide coverage if the insured or an individual with an interest in the benefit has not complied with one or more of the obligations and thereby harmed the interests of the insurer;
- k. caused by a false declaration. Any right to payment lapses if the insured or an individual with an interest in the benefit makes a false statement and/or misrepresents the events;
- l. for insured parties in the case of a stay as an au-pair or during travel and residence for study, work or internship purposes.
- m.
  - 1) resulting from the use of aircrafts and during the practice of air sports such as hang gliding, parachuting, ballooning, gliding, paragliding, hang-gliders and ultralight aviation and paragliding, except as a passenger in an airplane licensed to carry passengers.
  - 2) resulting from sailing other than on inland waterways, in case of solo sailing, races or using water scooters and/or vessels which are not suitable or equipped for use at sea
  - 3) resulting from practising martial arts, rugby, cycling races and horse races.
  - 4) resulting from practising all types of winter sports. If the policy states that the winter sports category is covered, this exemption will not apply.
  - 5) resulting from hiking in the mountains, unless this takes place on roads and sites which are also accessible without difficulty to inexperienced hikers, as well as for other high-risk sports

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- 6) bungee jumping, expeditions, fixed climbing routes as well as participating in or preparing speed, record and reliability rides/races with motor vehicles and vessels.
- n. suicide or attempted suicide.
- o. The insurer is not required to make any payment or provide any other benefit under this policy if the insured does not meet the acceptance criteria mentioned in article 2.3.
- p. Every loss or damage in case of winter sports, except if the insurance is concluded in combination with a winter sports trip and if the policy specifies that winter sports are also insured and the supplementary premium for winter sports has been calculated.
- q. Underwater sports and diving and you are:
  - 1) not qualified to dive, unless you are assisted by an adequately qualified instructor or,
  - 2) diving to a depth of more than 30 metres, or
  - 3) diving alone, or
  - 4) diving on or in wrecks or at night.

Alternatively, seen as you are already a qualified diver, not diving under the guidance of an official diving marshal, instructor or guide, diving within the guidelines of the relevant diving or training agency or organisation and not diving alone, coverage applies subject to the following maximum depth according to your qualification:

- PADI Open Water - 18 metres.
  - PADI Advanced Open Water - 30 metres.
  - PADI Deep Dive Special - 30 metres.
  - BSAC Ocean Diver - 20 metres.
  - BSAC Sport Diver - 30 metres.
  - BSAC Dive Leader - 30 metres.
  - SSI Open Water Diver - 18 metres.
  - SSI Advanced Open Water - 30 metres.
  - SSAC Sport Diver - 30 metres.
- r. damage directly or indirectly related to a (possible) outbreak of an epidemic or pandemic, as defined by the World Health Organization (WHO), including:
    - preventive and/or restrictive measures taken by the authorities, such as travel restrictions and/or bans and keeping the insured, his/her family members and/or travelling companions quarantined;
    - the cost of medical examinations and/or medical treatment of the insured by or on behalf of public authorities.

The special conditions cancellation, luggage and travel inconveniences, travel insurance, travel insurance and winter sports include additional exclusions per category that apply in addition to the above general exclusions.

## 4. Loss – Article 4

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### 4.1 Obligations in case of loss

As soon as the insured has knowledge of an event which may result in an obligation to pay for the insurer, he/she must:

- a. report it to the insurer as soon as possible and submit all relevant information and documents without delay;
- b. make every endeavour to limit the damage;
- c. notify the insurer of any other policies which may offer full or partial cover for the damage;
- d. in case of (attempted) theft or any other criminal act, file a police report as soon as possible and present written proof thereof to the insurer;

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- e. in case of death of an insured, the beneficiaries must allow the insurer to establish the cause of death and, if necessary, grant permission for an autopsy.

Insured and beneficiaries cannot derive any rights from the policy where the obligations, or in particular the obligations set out in the special terms and conditions, have not been met and insofar as the insurer's interests are harmed as a result thereof.

#### 4.2 Loss adjustment

- a. The loss will be determined by mutual agreement or by an expert appointed by the insurer, unless it is agreed that two experts will determine the loss, in which case the policyholder and the insurer each appoint one expert.
- b. The statements provided and/or to be provided by the insured (oral and written) will serve to determine the extent of damage and the right to compensation.
- c. If it appears that the damage was not correctly assessed, either by incorrect data or by calculation error(s), the parties have the right to demand revision of the loss adjustment.

#### 4.3 Damages

- a. The insurer's obligation to pay damages shall be for a maximum of the amounts stated in the overview of coverage in article 2.2.
- b. In case of damage the policyholder shall hand over the insured luggage to the insurer only at the request of the insurer.

#### 4.4 Other insurance policies

If the damage which is covered by this insurance is also covered under one or more other policies, whether or not of an earlier date, or would have been covered if this insurance did not exist, then this insurance serves only an excess cover on top of the coverage granted or to be granted under the other policy/policies, whether or not the other policy/policies contains an overlap clause.

This does not apply to cancellation insurance taken out at Chubb.

#### 4.5 Payment of damages

If a right of compensation exists under this insurance policy, it will be paid within 30 days of receipt of all data required by the insurer.

#### 4.6 Chubb Assistance

- a. In all cases requiring assistance following a covered event, the insured shall immediately contact Chubb Assistance. Phone numbers are stated on the certificate of insurance.
- b. Costs incurred without consultation and approval of Chubb Assistance shall never be refunded, with the exception of damage prevention costs.
- c. Chubb Assistance is free to choose the parties it will deploy for the assistance.
- d. Chubb Assistance has the right to request the necessary financial guarantees to the extent that the costs associated with its services are not covered by this insurance.

If these guarantees are not obtained:

- Chubb Assistance will no longer be obliged to provide the services required;
  - any entitlement to a compensation which may exist in this context under a different heading.
- e. Chubb Assistance accepts, except in case of its own omissions and errors, no liability for damage resulting from errors or omissions of third parties, without prejudice to the liability of any such third parties.

#### 4.7 Loss report

When something happens which is covered by the insurance, the insured and/or beneficiary must report this event to the insurer as soon as reasonably possible. A reasonable term is:

- a. If the insured dies: within 24 hours (by phone or email)
- b. If the insured is admitted to the hospital for more than 24 hours: within 7 days of admission (in writing).

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- c. In all other cases: within 28 days of the end of the validity of the policy (in writing).

#### 4.8 Expiry date

Any legal claims against the insurer expire 3 years after the day when the beneficiary became aware of the claimability of the compensation.

## 5. Premium – Article 5

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### 5.1 Premium payment

- a. The policyholder shall pay the premium, costs and insurance tax by advance payment.
- b. If the policyholder fails to pay the amount due within 30 days of the first payment request, the coverage will end on the first day of the period for which the amount due must be paid.
- c. Unless the insurer has cancelled the insurance in the meantime, the cover will take effect again on the day following the day when the insurer received the amount due.

## 6. Duration and end of the insurance - Article 6

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### 6.1 Validity of cancellation cover

For the cancellation cover, coverage starts on the date specified on the certificate of insurance.

Coverage ends immediately after the end date mentioned on the certificate of insurance or immediately on the date when the trip is cancelled or interrupted, whichever comes first. In case of a return flight booked with Wizz Air and the insured has a return flight on a date after the date mentioned on the certificate of insurance, and that flight is not initiated by Wizz Air and/or the consequence of a covered cancellation event, the coverage will end on the end date mentioned on the certificate of insurance.

Notwithstanding the above, if a one-way flight is booked at Wizz Air the validity ends after the insured passes the security control, passport control and border control at the destination.

### 6.2 Validity of all other covers

For all coverage referred to in article 2.2 other than cancellation, the validity of the cover is the number of days the insurance is in effect (up to 30 days). The certificate of insurance shall state the duration. If the duration is exceeded because of an unforeseen delay not caused by the insured and/or because of an insured event (except where this event falls under the category Travel Luggage), the insurance will automatically remain valid until the earliest possible return of the insured. Where the insurer extends insurance, which has already begun, at the request of the insured, this insurance will be considered a new insurance.

## 7. Final provisions – Article 7

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### 7.1 Complaint procedure

#### *Complaint to the management*

Complaints and disputes by the insured related to the establishment and implementation of this insurance policy can be presented to the insurer's management. To this end you can send a letter to: Chubb European Group SE, Marten Meesweg 8-10, 3068 AV Rotterdam.

#### *Kifid Foundation*

If the decision of the insurer is not to the satisfaction of the insured, he/she can address the Dutch Financial Services Complaints Authority (Kifid), PO Box 93257, 2509 AG The Hague, phone 0900 3552248 (€0.10 /min). If the insured does not want to use this complaint handling option, or if the treatment or outcome is not satisfactory and Kifid did not issue a binding ruling, the dispute may be brought before the competent court.

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## 7.2 Privacy regulations

### *Processing personal data*

The insurer uses personal information which you supply to the Insurer or, where applicable, to your insurance broker in order to write and administer this agreement, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk the insurer is insuring or to a claim you are reporting.

The insurer is part of a global group, and your personal information may be shared with its group companies in other countries as required to provide your policy or to store your information. The insurer also uses a number of service providers, who will also have access to your personal information subject to its instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. The insurer will not in any case use the personal data of the insured, the policyholder and/or the beneficiary for telemarketing purposes if the data are included in the Do-not-call register.

This section represents a condensed explanation of how the insurer uses your personal information. For more information, the insurer strongly recommends you read its user-friendly Master Privacy Policy, available here: [www2.chubb.com/benelux-en/footer/privacy-policy.aspx](http://www2.chubb.com/benelux-en/footer/privacy-policy.aspx). You can ask for a paper copy of the Privacy Policy at any time, by contacting the insurer at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

The processing of personal data within The Netherlands is also governed by the Code of Conduct “Processing of Personal Data” (Gedragscode “Verwerking Persoonsgegevens”) of the Dutch Association of Insurers. You may consult the text of this Code via the website of the Association of Insurers, [www.verzekeraars.nl/dutch-association-of-insurers](http://www.verzekeraars.nl/dutch-association-of-insurers), or you can request the Code from the Association of Insurers: Verbond van Verzekeraars, Postbus 93450, 2509 AL Den Haag, telephone +31(0)70-3338500.

## 7.3 Sanction clause

This insurance does not apply where resolutions of the United Nations or the trade or economic sanctions, laws or regulations of the European Union, it's Member States or the United States prohibit the insurer to provide coverage, including - but not limited to - the payment of an indemnification, compensation or any other benefit.

In particular, the insurer will not provide any compensation or any other benefit to or with respect to an insured with a permanent establishment or residence in Cuba and/or if the claim relates to travel to, from, or in Cuba or to a journey which begins, ends or has a scheduled stopover in Cuba.

## 7.4 Terrorism cover clause

This insurance is subject to the 'NHT's Clause page for terrorism cover'.

The schedule governing terrorism cover, claims settlement protocol and the claims settlement protocol notes can be consulted and downloaded in the NHT website, [www.terrorismeverzekerd.nl](http://www.terrorismeverzekerd.nl). The schedule is also available from the insurer.

## Insurer

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### **Chubb European Group SE**

**Marten Meesweg 8-10**

**3068 AV Rotterdam**

**the Netherlands**

**PO Box 8664**

**3009 AR Rotterdam**

**Rotterdam Chamber of Commerce 24353249**

**Head office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France.**

**Company Number: BE0867.068.548**

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# Cancellation Insurance

## Special Terms and Conditions of the Policy

### CHUBB-WA-2017-cancellation

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The information provided to the insurer by the policyholder and the insured, in whatever form, is the basis of the insurance contract and is deemed to form an integral part thereof.

### Priority of terms and conditions

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These special terms and conditions are an addition to and form an integral part of the applicable general terms and conditions referred to as 'Chubb HV-2015 general'. If these special provisions are inconsistent with the terms and conditions, these special conditions will prevail.

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### Dutch Law

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This insurance is governed by Dutch law. The Dutch courts have jurisdiction.

### Complaint handling

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For complaints in relation to the insurance agreement you can write to:

- The Management of the Insurer;
- The Dutch Financial Services Complaints Authority (KiFid), PO Box 93257, 2509 AG The Hague.

# Cancellation

Coverage for a maximum sum as specified in the overview of coverage in article 2.2 of the general terms and conditions.

## 1. Coverage – Article 1

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### 1.1 Definition of coverage

The insurance shall be valid only if it is concluded immediately after or at the latest within 7 days of booking the flight with Wizz Air.

In addition to the provisions concerning the validity in article 6.1 of the general terms and conditions, applies:

- If a cancelled trip does not qualify for compensation, the coverage for that trip will have definitively ended. In that case the right to compensation for events covered by the insurance will terminate entirely.

### 1.2 Insured causes of cancellation

The compensation for cancellation costs will be granted solely if the cancellation and/or premature termination of the trip is the result of one of the causes below:

- a. serious disease, serious accident or death of an insured or a family member (1<sup>st</sup> or 2<sup>nd</sup> degree relatives), registered partner, the partner you are living with as a family. The insured shall, if the insurer so requests, present a medical statement attesting to the seriousness of the disease or the accident. This statement, among other elements, will be considered by the insurer when assessing whether or not the cancellation was necessary, or if there was a reasonable cause to cancel or prematurely end the trip;
- b. being unable, on medical advice, to undergo the vaccinations required for that country (those countries), if this could not have been foreseen at the time of booking the trip;
- c. in connection with a proposed stay on the part of an insured with a family abroad: a sudden serious illness, serious accidental injury or the death of one of the members of the family which makes it impossible to accommodate the insured;
- d. serious damage to one's own trip accommodation or trip accommodation which was made available for free, which causes the planned trip to be cancelled, provided that the insured can demonstrate that no comparable alternative is available for a similar price;
- e. serious damage to goods affecting the insured's or his employer's property and which urgently requires the insured's presence;
- f. unexpected recall for military service;
- g. involuntary unemployment of the insured wage earner following a full or partial closure of the company where the insured worked;
- h. the acceptance by an unemployed insured person of a job of minimum 20 hours per week, for a term of at least 1 year or for an indefinite period of time, whereby the signing of the contract of employment depends on the presence of the insured at the employer's company during the planned trip period;
- i. the unexpected availability of a rental home during the planned trip period, for which the insured had registered 6 months before the booking date of the travel/rental package;
- j. complications in the pregnancy of the insured or the partner living with him/her, provided that this was medically determined by the treating physician/specialist;
- k. insured is required to take an exam resit during the insured trip and postponement of the resit is not possible. The condition is, however, that the re-sit is required to complete a multiple-year study programme;
- l. irrevocable breakdown of the marriage, registered partnership or notarial cohabitation agreement for which a request for dissolution was made after booking the trip, provided that the partners are no longer registered together at the same address as of sometime after booking the trip.

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### 1.3 Extent of coverage

Subject to the maximum extent of coverage as defined in article 2.2 of the general terms and conditions the following will be reimbursed:

- a. the costs payable in the case of total cancellation, for which Wizz Air will charge the insured;
- b. if the cost of the ticket is already (partly) paid by the insured: the costs already paid for the ticket insofar as it is not completely reimbursed to the insured by Wizz Air or can be recovered from third parties through Wizz Air, the by the airport and the authorities imposed passengers taxes will not be reimbursed;
- c. the costs charged by Wizz Air to transfer the booking to a later date, cancelling the need for a full cancellation;
- d. the supplement charged by Wizz Air on top of the initial fare for partial cancellation if not all insured persons cancel, provided that the payment never exceeds the full cancellation.

### 1.4 People travelling together

- a. If one of the insured is required to cancel the trip on the basis of a cause referred to in article 1.2 of this section, the other insured persons will also have the right to cancel.
- b. If a travel companion not named in the policy is required to cancel the trip for one of the grounds referred to in Article 2.1 of this section, as a result of which the insured person would have to travel alone, the insured person will have the right to cancel if:
  - the affected travel companion has valid cancellation cost insurance;
  - the event that happened to the affected travel companion is covered by his/her cancellation cost insurance and his/her cancellation cost insurance does not grant compensation for the insured companion;
  - the affected travel companion and the insured are supposed to travel there and back together.

### 1.5 Cancellation of the trip with an early return

You are entitled for compensation If the trip or stay is terminated prematurely due to an event in one of the articles 1.2 mentioned insured causes of cancellation.

The insurer will compensate unused accommodation costs (including excursions pre-booked and paid for before leaving the Netherlands, which You have paid or are contracted to pay and which cannot be recovered from any other source; and reasonable additional travel and accommodation (room only) costs necessarily incurred in Your returning to Your home in the Netherlands.

## 2. Additional exclusions – Article 2

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### 2.1 Additional exclusions

In addition to the exclusions in article 3.1 of the general terms and conditions, the following applies to the cancellation cover:

- a. a claim as a result of a strike which had started or was announced before this policy was taken out or before you booked the trip;
- b. if the insured did not check in on time;
- c. every cancellation claim insofar as the costs are more than the costs of the trip originally booked, or the maximum amount specified in the coverage overview in Article 2.2 of the general terms and conditions, if that is lower.

## 3. Loss – Article 3

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### 3.1 Additional obligations in case of loss

In addition to the obligations set out in article 4 of the general terms and conditions, the insured shall:

- a. as soon as possible, but at the latest within 72h(not counting Sundays and public holidays) inform Wizz Air of the event which can lead to cancellation;

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- b. demonstrate by means of documents that a trip was booked;
- c. prove the claim for compensation vis-a-vis the insurer by means of documents and/or statements such as a medical certificate, a statement from the employer, a cancellation cost note;
- d. if requested, transfer all claims for compensation or refunds in respect of a damage or loss to the insurer.

## Insurer

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**Chubb European Group SE**  
**Marten Meesweg 8-10**  
**3068 AV Rotterdam**  
**the Netherlands**  
**PO Box 8664**  
**3009 AR Rotterdam**

**Rotterdam Chamber of Commerce 24353249**

**Head office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France.**

**Company Number: BE0867.068.548**

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# Travel insurance

## Special Policy Terms and Conditions

### CHUBB-WA-2017-Travel insurance

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The information provided to the insurer by the policyholder and the insured, in whatever form, is the basis of the insurance contract and is deemed to form an integral part thereof.

### Cohesion of terms and conditions

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The special terms and conditions are an addition to and form an integral part of the applicable general terms and conditions 'CHUBB-WA-2017-General' If these special provisions are inconsistent with the terms and conditions, these special conditions will prevail.

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## Dutch Law

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This insurance is governed by Dutch law. The Dutch courts have jurisdiction.

## Complaint handling

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For complaints relating to the insurance agreement you can write to:

- The Management of the Insurer;
- The Dutch Financial Services Complaints Authority (KiFid), PO Box 93257, 2509 AG The Hague.

# Conditions of coverage for the category CHUBB-WA-2017-Travel insurance

## 1. Luggage and travel inconvenience – Section 1

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### 1.1 Luggage - Section 1.1

Coverage to a maximum as described in article 2.2 of the general terms and conditions.

#### 1.1.1 Coverage – Article 1.1.1

##### 1.1.1.1 Definition of coverage

- a. During the coverage period, as described in article 6.2 of the general conditions, unexpected material damage due to loss, theft, damage or missing luggage will be covered.
- b. For the categories mentioned in article 2.2 of the general terms and conditions the maximums specified will apply.
- c. The costs for the required purchase of replacement clothes and toiletries shall only be compensated if the luggage does not arrive or arrives with at least 12 hours of delay.

##### 1.1.1.2 Extent of coverage

The compensation granted for unexpected material damage due to loss, theft, damage or missing luggage will amount to maximum the sums insured referred to in article 2.2 of the general terms and conditions, unless otherwise agreed on the certificate of insurance.

#### 1.1.2 Additional exclusions – Article 1.1.2

##### 1.1.2.1 Additional exclusions

Any damage is excluded:

- a. where the insured has not taken normal care or safety measures.  
“Normal care” has not been exercised when video, computer, photographic, film and sound appliances, ornaments, clocks, fur and other valuable objects, as well as cash and securities are left unattended (i.e. without direct supervision by an insured) otherwise than in an appropriate locked space (which does not include a motor vehicle).  
  
For the remaining goods, where they are left in a motor vehicle, the right to compensation exists solely if:
  - 1) the goods are placed in an appropriate locked compartment;
  - 2) moreover, these goods are not visible from the outside.
- b. as a result of normal use of the insured object;
- c. caused by wear and tear, own fault, own deterioration and slow acting atmospheric influences;
- d. to antiquities and objects of artistic or collection value (including coins and stamps);
- e. to vessels with accessories;
- f. which consists solely of damage to recording appliances, video and audio heads of audio and video appliances;
- g. to suitcases, unless they are rendered useless, as well as sample collections and tools;
- h. to aircraft (including parachutes, hang gliders and gliding equipment);
- i. to motor vehicles, motorcycles, mopeds, scooters, wheelchairs and similar vehicles;
- j. caused by seizure or forfeiture other than due to an accident;

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- k. due to moths or other pests;
- l. for insured parties in the event of a stay as an au-pair or during travel and residence for study, work or internship purposes;
- m. consisting of scratches, bumps, stains and other deterioration, unless the damaged object has thereby become unfit for the use for which it was intended;
- n. caused by an exclusion referred to under article 3 of the General Terms and Conditions;
- o. winter sports equipment: own or rented skis including bindings, poles and boots;
- p. to or loss of vehicles and/or trailers, including bicycles, caravans (including tent parts), aircraft, (inflatable and folding) boats, surfboards and all other means of transport or parts or accessories thereof.
- q. Music instruments, pictures, household articles, contact lenses and hearing aids.

### 1.1.3 Loss – Article 1.1.3

#### 1.1.3.1 Obligations in case of damage to luggage

The Insured must:

- a. in case of damage to luggage give the insurer the opportunity of examining the item(s) before repair takes place;
- b. establish the ownership, the value and the age of the insured object(s), or the circumstances which have given rise to the request to the insurer for compensation or benefits and to present the receipt for any items sent either before or after departure;
- c. check the luggage when it is received in terms of good condition and/or loss, if the damage occurred during the transport of the insured goods by train, boat, airplane or other means of transport. If something is missing and/or is in poor condition, he/she will be required to file a statement with the transport company and to demand that this transport company make a report on this declaration. In case of a claim, this original report must be presented to the insurer.

#### 1.1.3.2 Determining the extent of damage (luggage)

- a. Damage shall be understood as the difference between the value of the insured items immediately before and immediately after the event or, at the insurer's discretion, the repair costs of the items which in the opinion of the experts can be repaired, as determined immediately after the event. Furthermore, damage also includes the amount of the depreciation caused by the event and not remedied by the repair, if so determined by the experts.
- b. Basis for the calculation of the compensation to be granted:
  - *replacement value*: for insured items not older than one year and if original documentary evidence is presented;
  - *current market value*: for insured items older than one year and if no original documentary evidence is presented;
  - *repair costs up to the current market value*: for damaged insured items *which cannot reasonably be repaired*. However, the compensation will not be higher in the case of irreparable damage.
- c. If the insurer pays the Insured damages for lost, stolen or missing goods, the Insured shall transfer the title of ownership of these items to the insurer upon request.
- d. If the items are recovered within three months of the day when they disappeared, the insured must take them back and return the compensation he/she received to the insurer. If the recovered items are damaged, the compensation will be set in accordance with paragraphs a and b of Article 3.2.
- e. Costs incurred will be compensated subject to deduction of savings, restitutions, etc.

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## 1.2 Travel inconvenience - Section 1.2

Coverage to a maximum as described in article 2.2 of the general terms and conditions.

### 1.2.1 Coverage – Article 1.2.1

#### 1.2.1.1 Definition of coverage

- a. The unexpected damage resulting from delays in flights, missed flights, delayed luggage, loss or theft of money and travel documents will be compensated.
- b. For the categories mentioned in the coverage overview the maximum amounts specified shall apply.
- c. *Delayed flights*

Compensation will be paid for the additional accommodation costs up to the maximum amount payable in relation to delays of flights caused by weather conditions, strikes, work-to-rule, protest, solidarity actions, bad weather conditions or breakdown of such a nature and scope that the normal operations of flight operators are delayed for more than 12 hours after the original departure time. These costs shall not be covered if they can be recovered from other parties such as airline companies.

Should you choose not to continue your trip after a delay of the trip scheduled to depart from the Netherlands, and that delay is a minimum of 24 hours, then the insurer will refund unused travel and accommodation costs that you have paid or are held to paying and that you cannot recover in any other way.

- d. *Missed flight*

This cover applies if the insured arrives at the airport too late because:

- 1) the public transport used by the insured to travel to the airport was affected by a strike, work-to-rule, protest or solidarity action, bad weather conditions or breakdown. In case of strike or other action the cover will apply only if at the time of leaving for the airport it was not known that this was taking place or was going to take place;
- 2) the motor vehicle in which the insured was travelling to the airport was damaged in an accident or broke down. In case of breakdown no cover will apply if the motor vehicle was not in a good mechanical condition or not reliable due to neglect;
- 3) the insured was delayed for longer than 1 hour due to an unexpected congestion. In this case, the insured must also have taken into account the check-in times recommended by the airline company.

If a claim is filed following an event described under 1, the insured must be able to present a statement from the public transport company which specifies the nature and the reasons of the late arrival. For a cause of damage referred to under 2, the insured must be able to present, at the time when the claim is filed, a statement by the road assistance service or the garage specifying the nature of the damage or the reason for the breakdown. If a claim is filed following an event described under 3, the insured must be able to present a statement from the airline company which specifies the reason for the late arrival.

- e. *Luggage delay*

Insurer reimburses replacement of clothing and toiletries, insofar as they have to be purchased during the period of coverage because the luggage went missing or arrived with a delay. This reimbursement will never be higher than the amount specified on the overview of coverage under the insurance taken out, which applies besides the sum insured for Luggage. The costs of essential purchases of replacement clothes and toiletries shall only be reimbursed if the luggage does not arrive or arrives with at least 12 hours of delay.

- f. Travel documents: Passports, travel tickets, tickets, vouchers, driving licences, visa, identity papers and tourist cards.
- g. Coins and banknotes used as a legal currency.

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### 1.2.1.2 **Extent of coverage**

The compensation granted under this section amount to a maximum of the sums insured specified under Article 2.2 of the general terms and conditions, unless otherwise agreed on the certificate of insurance.

## 1.2.2 **Additional exclusions – Article 1.2.2**

### 1.2.2.1 **Additional exclusions**

In addition to the exclusions mentioned in article 3.1 of the general conditions, the following is excluded:

Loss or theft of money or securities, when the insured did not take normal precautionary measures. Thus there will be no entitlement to compensation if (amongst others):

- 1) money was transported by boat, train, bus or plane as hand luggage.
- 2) money was left unattended in a tent, including the (awning) tent of a caravan or camper.
- 3) money is left unattended in a trailer/(luggage) trailer, folding camper, caravan, motor vehicle or vessel.
- 4) damage is the result of misuse by third parties of debit or credit cards.
- 5) damage was caused by changes in money rates, exchange rates and depreciation of currencies or securities.
- 6) damage is the result of a strike that already started or was announced before you had this insurance or booked the trip.

## 1.2.3 **Loss – Article 1.2.3**

### 1.2.3.1 **Special obligations in the event of travel inconvenience**

#### **Additional obligations in case of loss or theft of money**

In case of loss or theft of money the Insured must meet the following additional obligations. If these requirements are not met, Chubb will not be required to pay any compensation.

- a. The event must immediately be reported to the local police department. If no report can be made on the spot, it must be made at the earliest opportunity;
- b. In case of loss or theft during transport by third parties a report must be made to the carrier responsible (personnel of the airline company, train conductor, captain of the ship), the hotel management and the tour operator;
- c. Documentary evidence must be presented, including:
  - (a copy of) the proof of the report;
  - original proof of ATM transaction or bank withdrawal.

## 2. **Medical - Section 2**

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Coverage to a maximum as described in article 2.2 of the general terms and conditions.

### 2.1 **Repatriation and evacuation – Section 2.1**

#### 2.1.1 **Coverage – Article 2.1.1**

##### 2.1.1.1 **Definition of coverage**

The costs referred to in this article will be compensated provided these had to be demonstrably and reasonably incurred as an extra during a trip as a result of an event or circumstances independent of the will of the insured and the occurrence of which was entirely beyond his/her control.

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a. *Death of the insured*

1) Death during a trip abroad

The next of kin can choose between two options:

- The costs incurred for the transportation of the mortal remains to the place of burial or cremation in the Netherlands, including the cost of the coffin and the documents;
- the costs of the burial or the cremation on the spot, up to a maximum amount as referred to in the overview of coverage in article 2.2 of the general terms and conditions under the heading 'funeral costs'. The maximum amount also includes the travel costs for family members (1st and 2nd degree) and the co-habiting partner, for maximum 3 days.

2) Death during a trip in the Netherlands

The costs incurred for the transportation of the mortal remains to the place of burial or cremation in the Netherlands.

Besides the aforementioned costs, extra travel and accommodation costs of co-insured persons for the extended stay at the travel destination will also be compensated.

b. *Transport on medical grounds*

The following cost will be compensated:

- 1) transport to and within the Netherlands;
- 2) the necessary medical assistance.

c. *Interruption of or early return from the trip*

The additional travel and accommodation costs of the insured and the co-insured travel companion for returning to the Netherlands are compensated where the trip must be interrupted or ended as a result of:

- 1) the death or a situation of mortal danger of a member of the family (1st or 2nd degree) or a cohabiting partner;
- 2) an event which caused serious damage to the property of the insured or the company where he/she works and which requires his/her urgent return.

The travel and accommodation costs of the insured and the co-insured travel companion to the original destination, provided these costs are incurred during the period of validity of the contract.

d. *Other costs in the case of sickness or accident*

Costs stemming from an accident or sickness of the insured which will be compensated include:

- 1) the additional cost of the return journey - including accommodation - of the insured by the public means of transport by which the trip is made;
- 2) the costs of an extended stay of the insured past the validity period of the insurance, and the extra accommodation costs incurred during the validity period;
- 3) the costs referred to under 1 and 2 of all insured persons travelling together, i.e. family members, members of the same household or another travel companion if necessary for nursing and assistance of the injured or sick insured person;
- 4) the travel expenses for travelling to and from the destination, including accommodation costs of maximum two persons for assistance of an insured person who is travelling alone, on the basis of the cheapest option by public transport;
- 5) the additional costs up to EUR 225 per policy for unexpected expenses which are reasonably the result of or related to the admission to a hospital or the death of an insured.

e. *Additional travel and accommodation costs in case of forced delay*

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If an insured is forced to stay abroad during the return journey as a result of a strike by transport companies, an avalanche, being snowed-in, flooding or other natural disaster, the insurer will compensate the additional travel and accommodation costs for two days. The accommodation costs shall be reduced by 10% due to the savings on normal living expenses. Are also compensated, in the event of medical unfitness of the driver, the extra costs for the return journey (including accommodation) of an insured by public transport, made in consultation with Chubb Assistance, if the driver of the vehicle by which the journey was made can, after an accident or sickness, on medical advice, no longer drive the vehicle and will not be able to do so even after 3 travel days, while none of the travel companions can take over his or her task.

f. *Family members*

The visit and return travel costs, as well as the accommodation costs of a maximum of 2 family members (1st or 2nd degree) and/or of the co-habiting partner, to attend in a case of mortal danger of the insured if there are no family members on location who can visit. The return travel costs to the Netherlands are also compensated.

g. *Dispatching of medicines, and medical devices*

In case of accident or sickness the cost of dispatching medicines, artificial devices and aids which cannot be found on the spot will be compensated. The purchase costs of the medicines are payable by the insured.

h. *Search and rescue costs*

In the event that an insured goes missing or has an accident, the costs of the search, rescue and salvage will be compensated if this is done under the supervision of a competent authority. These costs are also compensated where the competent authorities suspect that an accident occurred.

i. *Telecommunication*

If entitlement to damages, compensation or aid exists under the present contract, compensation shall be granted for the necessary telecommunication costs made to:

- 1) contact Chubb Assistance;
- 2) contact others up to the amount per insured as specified under the insured package.

j. *Administrative support*

In case of problems as a consequence of the loss of documents, passport or airplane ticket, Chubb Assistance will assist the insured locally by advising and intervening at embassies, consulates and other official bodies.

k. *Arranging advance payments*

Chubb Assistance will pay the service fees (including the transfer fees) for the money required in emergency situations. Advances will be granted if there is sufficient guarantee, at the discretion of Chubb Assistance, that these will be repaid.

l. *Messages*

Chubb Assistance will take care of passing on urgent messages relating to the events for which this section provides cover.

#### 2.1.1.2 **Extent of coverage**

The compensation granted under this section amount to a maximum of the insured sums specified in the overview of coverage under Article 2.2 of the general terms and conditions, unless otherwise agreed on the certificate of insurance.

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## 2.1.2 Additional exclusions – Article 2.1.2

### 2.1.2.1 Additional exclusions

**In addition to the exclusions in article 3.1 of the general terms and conditions, the following exclusions apply:**

- a. No entitlement to compensation exists where the insured undertook the trip in order to undergo a (para)medical treatment, insofar as the costs relate to the disease to be treated.
- b. In the event of one of the exclusions specified in the ‘personal accidents’ section 2.2, article 2.2.2.1 through 2.2.2.11, the following exceptional costs will not be covered:
  - 1) cost of special transport for sick and injured persons as referred to under section 2 (Medical) article 2.1.1.1 sub b and search, rescue and salvage article 2.1.1.1 sub h;
  - 2) other costs in case of sickness or accident as specified in article 2.1 sub d.

## 2.1.3 Loss – Article 2.1.3

### 2.1.3.1 Obligations

With regard to the transport of a sick or injured insured person, a written declaration by the treating physician is required, which states:

- a. that transport to a hospital in the Netherlands or the place of residence is justified;
- b. what method of transportation is required;
- c. or what type of medical care is required during the transport.

## 2.2 Personal accident - Section 2.2

Coverage to a maximum as described in article 2.2 of the general terms and conditions.

### 2.2.1 Coverage – Article 2.2.1

#### 2.2.1.1 Definition of coverage

- a. The insurance will pay compensation if the insured, due to an accident described in article 1.15 of the general terms and conditions CHUBB-WA-2017-General:
  - 1) dies within 12 months after the accident or;
  - 2) becomes permanently disabled within 12 months of the accident.
- b. An accident as described in article 1.15 of the general terms and conditions CHUBB-WA-2017-General is also understood to be:
  - 1) sudden acute and unintentional ingestion of harmful gases, vapours or substances (not viruses and bacterial germs), unless these are usual waste and/or discharge products which form part of the open air at the place of the accident;
  - 2) internal injury to the eyes, if inflicted suddenly and unintentionally by external objects or substances;
  - 3) contagion or intoxication by germs, as a result of involuntary fall in water or another (fluid) substance;
  - 4) the onset of complications and aggravations as a result of a treatment, administered by or on prescription of a competent physician, insofar as this treatment became necessary due to an event covered by this insurance;
  - 5) the onset of a wound infection and the resulting consequences such as blood poisoning due to an event covered under this policy;
  - 6) freezing, sunstroke, drowning or suffocation;

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- 7) injury, death or impairment of health, caused intentionally and against the will of the insured by a third party, with the exception of self-mutilation, suicide or attempted suicide, regardless of whether the insured is or is not legally accountable at the time of the event;
- 8) starvation, dehydration, exhaustion and sunburn, caused by flooding, collapse, snowing in, freezing in, emergency landing, shipwreck or any other form of unintentional isolation;
- 9) straining or rupture of muscles and tissue, dislocation or sprain;  
The following is not considered to be an accident: dislocation as a result of existing joint abnormalities and/or overstrained ligaments.
- 10) anthrax, cowpox, foot-and-mouth disease, trichophytosis (verticilliosis), brucellosis or sarcoptic mange.

#### 2.2.1.2 **Extent of coverage**

The compensation granted under this section amount to a maximum of the sums insured specified in the overview of coverage under Article 2.2 of the general terms and conditions CHUBB-WA-2017-General, unless otherwise agreed on the certificate of insurance.

### 2.2.2 **Additional exclusions – Article 2.2.2**

#### 2.2.2.1 **Additional exclusions**

In addition to the exclusions in Article 3.1 of the general terms and conditions, the following exclusions apply if an accident:

#### 2.2.2.2 **Hazardous undertaking**

occurs where the insured undertakes a risky venture in which life or limb is recklessly jeopardised unless such a risky venture was reasonably necessary or occurred during lawful self-defence, attempt to save a person, animal or items or to avert imminent danger.

#### 2.2.2.3 **Fight**

occurs where the insured takes part in a fight other than for purposes of self-defence;

#### 2.2.2.4 **Hazardous works**

occurs during works performed by the Insured, insofar as special risks are involved in the undertaking;

#### 2.2.2.5 **Sports**

occurs when participating in sports as (secondary) occupation;

#### 2.2.2.6 **Medicines and stimulants**

occurs as the result of use by the Insured of medicines or any stimulant or narcotic substance other than on medical prescription;

#### 2.2.2.7 **Being under the influence as a driver of a motor vehicle**

is caused by and results in death or permanent disability because the insured as driver of a motor vehicle is under the influence of any intoxicating, narcotic, stimulant or similar substance, including alcoholic drink provided that the percentage of alcohol in his/her blood is higher than permitted according to the law of the country in which the accident has taken place.

#### 2.2.2.8 **(Para)medical treatment**

occurs during a trip which was (partly) undertaken to undergo a (para)medical treatment. In such case, the following are not covered:

- a. costs relating to the death of the insured;
- b. costs for the special transport of sick and injured persons;
- c. other costs in case of sickness or accident.

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The exclusion mentioned herein does not apply if it can be demonstrated that these costs are not related to the disease or disorder for which the journey was (partly) undertaken.

#### 2.2.2.9 **Medical treatment**

Injury or death caused by a medical treatment undergone by the insured, unless this is directly linked with an accident incurred previously by the insured.

#### 2.2.2.10 **Impact of existing disability or sickness**

Caused (partly) by a sick or abnormal physical or mental state of the insured, unless it is the result of an accident covered under this insurance.

#### 2.2.2.11 **Several insurance policies**

If several travel policies were concluded for the insured with the insurer, the liability of the insurer will be limited as indicated in the overview of coverage. If a higher sum is insured, a proportional part of the premium will be returned on request.

### 2.2.3 **Loss – Article 2.2.3**

#### 2.2.3.1 **Obligations in case of loss**

##### a. *Notification period after an accident*

If the Insured suffers an accident, the policyholder, the Insured or the beneficiary or beneficiaries shall report this:

- 1) in the case of death within 48 hours of death as a result of an accident, but in any case before the cremation or burial;
- 2) in the event of permanent disablement within 28 days of the end of the validity period. If notification occurs later, depending on the judgement of the insurer, a right to compensation may nevertheless arise if it can be demonstrated by the Insured that:
  - the Insured has suffered an accident that is covered;
  - the permanent disablement is the direct result of this accident;
  - the consequences of this accident have not been aggravated by illness, ailment or infirmity or an abnormal physical or mental condition;
  - the Insured has complied with the instructions of the attending physician in all respects.

The notification shall be made in writing, by telephone, by fax or by email.

A claim form to be provided by the Insurer shall be completed, signed and returned as soon as possible

##### b. *Obligations after an accident.*

- 1) If the Insured dies, the beneficiaries are obliged to cooperate in establishing the cause of death.
- 2) In the case of (permanent) disablement of the Insured he/she shall:
  - immediately place himself/herself under medical treatment;
  - do everything possible to promote his/her recovery by at least following the directions of the treating physician;
  - provide full cooperation in determining the degree of disablement, such as collaborating in a medical examination.

The Insurer reserves the right to examine the policyholder's and/or insured's and/or beneficiary's records, in order to verify the information provided. The Insured may not derive any rights from the policy if they have failed to comply with one or more of these obligations and insofar as this has damaged the interests of the insurer.

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### 2.2.3.2 **Special obligation in case of admission to a hospital**

In case of admission to a hospital, it is necessary to telephone Chubb Assistance within a week of the admission, so that the latter in agreement with the insured or with his/her representative, together with the treating physician and possibly also with the family physician, can take the measures which best ensure the interests of the insured involved. The insured shall not be treated in a higher class facility than the class corresponding to his/her healthcare insurance in the Netherlands, or in the absence thereof, the lowest class.

### 2.2.3.3 **Determination of the level of compensation**

In the case of total permanent disablement:

- a. the degree of permanent disablement will need to be confirmed by a physician appointed by the insurer's medical advisor;
- b. in respect of an accident, in the case of permanent disablement the maximum total amount disbursed is the Insured amount;
- c. determination of the compensation for permanent disablement takes place no later than 2 years after the reporting of the accident or as soon as a permanent condition of disablement has been established. However, if two years after reporting of the accident no compensation on account of permanent disablement has been paid, the insurer will pay the statutory interest, starting two years after reporting of the accident, on the amount ultimately due in respect of permanent disablement.

The interest will be paid simultaneously with the compensation. However, the above-mentioned interest is no longer due once the insurer has paid an advance on the compensation in respect of permanent disablement;

- d. in determining the degree of permanent disablement no account is ever taken of the psychological reaction to the accident or to the bodily injury or permanent disablement that it causes, even if said psychological reaction could in itself result in some degree of permanent disablement;
- e. if the Insured dies within 2 years of the accident (but not as a result of said accident or as a result of another accident for which compensation will be provided by the insurer) while the compensation for permanent disablement has not yet been determined, compensation will be granted on the basis of the degree of disablement which, taking into account 2 years after the occurrence of the accident, could reasonably have been expected, had the Insured remained alive;
- f. the degree of permanent disablement will be determined in The Netherlands, even if an Insured has moved abroad after the accident or was abroad at the time of the accident. In that case the Insured will have to travel or return to The Netherlands at his/her own expense for purposes of determining the final degree of permanent disablement. If the Insured does not comply with this, his/her right to compensation shall lapse, unless it has been agreed otherwise.

### 2.2.3.4 **Payment of the compensation**

- a. In case of death

If the insured dies within 2 years of the accident, the insured will pay the amount for which he/she was insured. If the insurer has already provided compensation on account of permanent disablement in respect of the same accident, the latter compensation will be deducted from the compensation on death. However, if the compensation already provided on account of permanent disablement is higher than the compensation on death, the insurer will not reclaim the difference.

- b. In the case of permanent disablement

The degree of permanent disablement is determined as soon as medical assessment determines that the situation is unchanging, but not more than 2 years after reporting of the accident. After this period the degree of permanent disablement will be determined on the basis of the then existing disablement, whereby it is expressly determined that changes occurring afterwards cannot constitute cause to claim supplementary compensation.

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#### 2.2.3.5 **No obligation of the insurer to pay the state**

If it turns out that in the absence of beneficiaries the state may be entitled to compensation, the insurer shall not have an obligation to pay.

#### 2.2.3.6 **Limitation period**

In addition to Article 4.8 of the general terms and conditions, section 2.2 (Medical sub Personal Accidents) will not lapse until 5 years after the accident.

### 2.3 **Medical costs - Section 2.3**

Coverage to a maximum as described in article 2.2 of the general terms and conditions.

#### 2.3.1 **Coverage – Article 2.3.1**

##### 2.3.1.1 **Definition of coverage**

- a. In the event of a medical treatment of an insured which is medically required as a result of the accident and/or disease that occurred during the journey within the period of the insurance, the insurer shall compensate only costs incurred with regard to:
  - 1) an admission to hospital;
  - 2) an operation;
  - 3) the tests prescribed by the physician;
  - 4) the medicines, dressings and massages prescribed by the dentist or physician;
  - 5) transport of the insured from and to doctors and hospitals;
- b. After-treatment costs

Medical and dental costs incurred as the result of an insured accident, as described in article 1.15 of the general terms and conditions CHUBB-WA-2017-General, are reimbursed if and insofar as they are made in the Netherlands after the period during which the insurance was effective, but not later than 365 days after departure.
- c. If, due to the medical treatment, the journey lasts longer than the maximum travel period as indicated on the policy scheme, the costs shall only be compensated if transport to the Netherlands cannot be defended on medical grounds. The compensation will be stopped on the 365th day after departure.
- d. Insured class

In the event of admission to hospital the compensation will be based on the same class that the insured is entitled to in the Netherlands by virtue of his or her healthcare insurance. If the insured does not have healthcare insurance in the Netherlands, the compensation will be based on the lowest class.
- e. Existing coverage in the Netherlands

The cover insured under this section shall apply only if a valid primary cover or any other public or private scheme exists in the Netherlands for medical costs (for example private healthcare insurance, standard package policy and similar).
- f. If, during the validity period of this insurance, the primary cover disappears, the present cover shall, on the expiry date of the primary cover, also lapse. The insurer must immediately be notified of such circumstances. The premium will be adjusted accordingly.
- g. Emergency dental treatment

All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only, outside of the Netherlands.
- h. Emergency dental treatment

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All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only, outside of the Netherlands.

Hospitalisation - If You are admitted to a hospital as an in-patient during a Trip Due To injury or illness for which You have a valid Claim under Section 2.3.1.1a, We will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that You remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits. We will only pay for time You spend in an institution recognised as a hospital in the country of treatment.

#### 2.3.1.2 **Extent of coverage**

The compensations granted under this section amount to a maximum of the sums insured specified in the overview of coverage under article 2.2 of the general terms and conditions CHUBB-WA-2017-General, unless otherwise agreed on the certificate of insurance.

### 2.3.2 **Additional exclusions – Article 2.3.2**

#### 2.3.2.1 **Additional exclusions**

**In addition to the exclusions in article 3.1 of the general terms and conditions, the following exclusions apply:**

Any damage is excluded:

- a. if it relates to treatments which, without medical risk, can be postponed until the insured returns to the Netherlands;
- b. where the treatment is performed by a non-accredited physician;
- c. where one of the reasons why the insured undertook the trip was to undergo a (para) medical treatment, insofar as the costs relate to the disease to be treated.
- d. If it relates to a treatment of which it was known before the start of the trip that it would have to take place during the trip;
- e. if the insured has no primary valid medical healthcare insurance/provision in the Netherlands.
- f. If the insurance is concluded and/or took effect while the insured was already under medical treatment, the costs of this continued or prescribed treatment shall not be compensated.

### 2.3.3 **Loss – Article 2.3.3**

#### 2.3.3.1 **Special obligations in case of admission to a hospital**

In the event of admission to a hospital, it is necessary to telephone Chubb Assistance within a week of the admission, so that the latter in agreement with the insured or with his/her representative, together with the treating physician and possibly also with the family physician, can take the measures which ensure best the interests of the insured involved. The insured shall not be treated in a higher class facility than the class corresponding to his/her healthcare insurance in the Netherlands, or in the absence thereof, the lowest class.

## 3. **Other - Section 3**

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Coverage to a maximum as described in article 2.2 of the general terms and conditions.

### 3.1 **Legal assistance – Section 3.1**

#### 3.1.1 **General – Article 3.1.1**

##### 3.1.1.1 **Expenses**

Expenses refer to the costs incurred for legal assistance or by Chubb Assistance, insofar as they cannot be recovered from any third parties, the costs relating to tests and treatments.

#### 3.1.2 **Coverage – Article 3.1.2**

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### 3.1.2.1 Definition of coverage

The insured is entitled to legal assistance and reimbursement of costs up to the maximum amount mentioned on the overview of coverage, insofar as:

- a. the private rights or interests of the insured are directly compromised, except for damage resulting from the possession, custody or use of a means of transport;
- b. without however exceeding the amount stipulated in the overview of coverage, per claim;
- c. the claim refers to:
  - 1) the recovery of the material and immaterial damages sustained by the insured as a consequence of a physical injury received by him /her for which a third party is liable on the basis of a legal provision;
  - 2) the legal defence of the insured in the event that the insured as a private person is sued in court for his/her civil liability, under the laws of the country where he/she is, for damages inflicted on third parties or after involuntary infringement of local laws.

### 3.1.2.2 Advances

The insurer provides advances against adequate guarantee up to the maximum amount for legal assistance mentioned on the overview of coverage:

- a. payment of the trial costs due with the exception of the security deposits required in respect of third-party liability, fines or personal compensation to be paid by the insured;
- b. releasing the insured in the unlikely event of his/her being taken into custody after a traffic accident.

Such advance or security deposit will be regarded as a loan from the insurer to the insured, who will repay it in full as soon as the security deposit has been repaid to him/her in the event of discontinuation of criminal proceedings, acquittal, or otherwise within 15 days of the date on which the competent court has pronounced judgment. Repayment to the insurer shall follow in all cases no later than 60 days after the advance was made or the security deposit was provided.

### 3.1.2.3 Extent of coverage

For the extent of the coverage article 2.2 of the general terms and conditions takes full effect.

## 3.1.3 Additional exclusions – Article 3.1.3

### 3.1.3.1 Additional exclusions

**In addition to the exclusions in article 3.1 of the general terms and conditions, the following exclusions apply:**

- a. he/she could have reasonably predicted the need for legal assistance at the policy effective date;
- b. in case of conditional intent, gross misconduct or negligence.

## 3.1.4 Loss – Article 3.1.4

### 3.1.4.1 Special lost adjustments

If the insured wants to make use of legal assistance, he/she should notify Chubb Assistance thereof as soon as possible.

The insured may, as soon as he/she is entitled to legal assistance under this policy, entrust the defence of his/her interests to a lawyer or other legal expert of his choice.

### 3.1.4.2 Costs payable by the insured

The costs will be payable by the insured if:

- a. made without prior consultation with Chubb Assistance;

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- b. if the costs are the result of negligence or errors on the part of the insured with regard to handling the case;
- c. From the moment when Chubb Assistance has communicated to the insured that further pursuit of the case has no reasonable chance of success, the insured may no longer make any claim for coverage except for the settlement of the dispute.

In the case of a difference of opinion between the insured and Chubb Assistance as to the result to be expected or on the way to handle the case, the insured may, after agreement with Chubb Assistance to charge this to the insurer's account, submit the case to a lawyer of his /her choice who is expert in the field in question; this has to be done as quickly as possible and in any case within one month after Chubb Assistance has communicated to the insured its opinion, on the result to be expected or on the way of handling the case, which is contested by the insured. Should that lawyer share Chubb Assistance's point of view, then the insured can only proceed with the case at his/her own expense. Should the result show that the insured is wholly or partially vindicated, then the costs will be reimbursed to a maximum of the insured sum. If the case is already being handled by a lawyer and the insured loses confidence in him or her, then the insured may, at the insurer's expense, transfer the case to another lawyer, insofar as Chubb Assistance can reasonably share the point of view of the insured.

## 3.2 Liability section – Section 3.2

### 3.2.1 Coverage – Article 3.2.1

#### 3.2.1.1 Definition of coverage

The policy compensates personal and material damage and/or consequential damage inflicted by the Insured on a third party he/she is responsible for, in accordance with the laws applicable in the country in question and with regard to non-contractual liability.

Damage to accommodation:

The damage to the accommodation (hotel or rented accommodation) and the fixtures which the insured rents or uses and which is not the property of the insured, for which the insured is responsible.

#### 3.2.1.2 Extent of coverage

For the extent of coverage we refer to the overview of coverage in article 2.2 of the general terms and conditions.

### 3.2.2 Additional exclusions – Article 3.2.2

#### 3.2.2.1 Additional exclusions

**In addition to the exclusions in article 3.1 of the general terms and conditions, the following exclusions apply:**

In case of conditional intent, gross misconduct or negligence.

### 3.2.3 Loss – Article 3.2.3

#### 3.2.3.1 Special loss adjustments

Professional civil liability is explicitly excluded from this cover, as well as liability for the use, application or ownership, the possession or use of vehicles, aircraft and vessels, or the use or possession of explosive devices or firearms of any kind or nature. The compensation for the consequences of economic damage which is the result of personal or material damage covered under this policy is also excluded.

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## Insurer

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