



Interpolis



## RCN HOLIDAY PARKS

### Conditions

#### Short-term RCN Cancellation Insurance

*If the first letter of a word is underlined, it is described in the glossary.*

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### Clause 1

#### **Glossary**

##### **Cutting short the trip**

Hospital admission during the trip and/or premature return to the Netherlands.

##### **Cancellation**

Backing out of the travel or rental agreement

##### **Day compensation**

The travel/rental fee divided by the number of days of the travel/rental agreement and then divided by the number of insured persons.

##### **Once or twice removed**

By this term we mean the spouse, parents, parents in law, step-parents, foster parents, children, step-children, foster children and grandchildren, grandparents, also the grandparents of the resident partner, brothers and sisters, brothers in law and sisters in law.

##### **Serious illness or serious accident injury**

Illness or accident such that there is a worrying situation whereby the life of the person involved is threatened.

##### **Event**

An event or a series of events associated with each other having the same cause of the resultant loss, which event(s) was (were) unforeseen by the insured when he took out the insurance. The event or the events must have taken place during the period of validity of the insurance.

##### **Household member**

The partner of the insured and his or her children living at home who are recorded in the municipal register as living at the same address as the insured and who live together with the insured as a family.

##### **Malicious contagion**

Spreading germs or substances that by their effect can cause harm, or having these spread. In this connection it is plausible that spreading these has been plotted or carried out with the aim of realising political and/or religious and/or ideological purposes.

By the term 'effect of germs or substances' we mean: the direct or indirect physical, biological, radioactive or chemical impact on humans, animals or goods.

By the term 'loss' we mean:

- injury and/or damage to the health of humans or animals, whether or not with fatal consequences;
- damage to goods;
- damage to economic interests.

### **Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (NHT)**

This is the reinsurance company where we have reinsured our obligations that may arise directly or indirectly from the terrorism risk.

### **Transfer costs**

The costs of a transfer to a later date so that total cancellation becomes superfluous.

### **Preventive measures**

Measures taken by the authorities, insured persons or third parties to avoid the immediate threat of terrorism or malicious contagion or if the danger has already occurred to restrict the consequences of this.

### **Terrorism**

Violent acts or behaviour in the form of an attack or a series of attacks causing loss. In this connection it is plausible that this/these attack(s) has/have been plotted or carried out with the aim of realising political and/or religious and/or ideological purposes. Attacks form a series of attacks if they are associated with each other in time as well as in objective.

By the term 'loss' we mean:

- injury and/or damage to health, whether or not with fatal consequences;
- damage to goods;
- damage to economic interests.

### **Terrorism risk**

Terrorism, malicious contagion or preventive measures or acts or behaviour as a preparation for these.

### **You/your**

The person, or of the person, who has taken out the insurance with us.

### **Delay of departure/arrival**

- Delay of the trip so that the departure to the holiday destination takes place later than planned;
- Delay of the boat, coach, train or aeroplane due to causes beyond the control of the insured or of the travel or transport organisation. This must involve departing too late to the holiday destination and/or arriving too late at the holiday destination.

### **Insured persons**

The persons mentioned on the insurance certificate.

### **We/Our**

The insurance company with which you entered into an insurance agreement is Achmea Schadeverzekeringen N.V., based in Apeldoorn. This company trades under the name of Interpolis.

## **Clause 2**

### **What is insured**

#### **1 Cancellation**

In the event of a cancellation, we will reimburse the cancellation costs that the insured legally owes to the travel/transport organisation and/or the landlord/lessor. These cancellation costs include the registration fees deposited, the full or partial travel/rental fee paid and/or any transfer costs. In order to become eligible for reimbursement in connection with a cancellation one of the following events must have taken place that were uncertain at the moment of booking the travel/rental agreement and at the moment that this insurance was taken out:

- a** death, illness or accident injury of the insured that is of such a nature that - considering the physical and/or psychological condition - the insured cannot travel on medical grounds;
- b** death, serious illness or serious accident injury as described in Clause 1, of family members once or twice removed or household members of the insured not travelling with the insured;
- c** death, serious illness or serious accident injury of family members or acquaintances living abroad and where the insured was to be accommodated during the trip. A condition is that the trip cannot continue for this reason;

**d** treatment of the insured or a household member is necessary on medical grounds. This is on the condition that this treatment can only take place during the travel/rental period;

**e** pregnancy detected after having taken out the insurance that can be demonstrated by a pregnancy statement and/or medical complications as a result of the pregnancy of the insured or of the partner cohabiting with the insured. These complications must be so serious that the person involved cannot travel on medical grounds due to her physical and/or psychological condition;

**f** on medical advice the insured cannot be given an inoculation while this inoculation is mandatory for the trip or the stay;

**g** material damage is inflicted on the home and/or household contents owned by the insured. The condition for this is that the importance of the loss is so great that the presence of the insured during the travel/rental period is urgently required;

**h** there is material damage to the home and/or household contents owned by the family members or acquaintances living abroad and where the insured was going to be accommodated during his trip. The condition for this is that this damage is so great that the accommodation of the insured in the planned travel period is no longer possible;

**i** there is material damage in the business owned by the insured or where the insured works as an employee. The condition for this is that the importance of the loss is so great that the presence of the insured during the travel/rental period is urgently required;

**j** the private means of transport to be used by the insured for the trip, is no longer available due to theft, fire, explosion or any other extraneous peril. The conditions for this are:

- that this unavailability takes place within thirty days before the commencement date of the travel/rental period;
- and the private means of transport could not be repaired or replaced before the beginning of the travel/rental period;

**k** the insured accepts employment for an indefinite period of time or for the duration of at least one year.  
The conditions for this are:

- that his presence at work during the travel/rental period is necessary;
- that the employment involved is of not less than twenty working hours per week;
- that before accepting the employment the insured was involuntarily unemployed after a previous employment;
- that the insured received benefit during the unemployment period pursuant to a Dutch Social Act;

**l** after employment for an indefinite period of time the insured has become involuntarily unemployed as a result of a full or partial close-down of the business where he was working;

**m** the insured has sat final exams and has received an unexpected call for a resit in order to complete a multi-year educational course. The condition for this is that the time of the resit was not known at the time of booking the trip and that this resit can only take place during the travel/rental period;

**n** divorce of the insured on the condition that legal divorce proceedings have been instigated. In this respect the dissolution of a cohabitation contract laid down in a notarial deed is considered equivalent to a divorce;

**o** the insured has been unexpectedly allocated a rented home. Condition for this is that the rent of the home commences during the travel/rental period or in the period of thirty days prior to the commencement date of the travel/rental period;

**p** the insured unexpectedly does not receive a required visa and he is not to blame;

**q** unexpectedly being given a child for adoption so that the travel/rental agreement already booked can no longer be complied with. Or the adoption for which the trip was booked could unexpectedly not be effected and the insured was not to blame.

### **Deputy**

If it appears on the insurance certificate that the deputy is included on the policy, the cancellation costs due to not being able to deputise will be eligible for reimbursement if they are the consequence of the uncertain events referred to above under a, b, d, e, g, i, k, m and n. The condition is that no replacement deputy can be arranged before departure.

### **2. Delay of departure/arrival**

**a** In the event of a delay of departure or arrival of a boat, coach, train or aeroplane, for each insured, day compensation is granted for every period of 24 hours or a part thereof up to a maximum of five days. A delay of less than eight hours will not be eligible for compensation.

**b** In the event of postponement of the trip as a result of events referred to under Clause 2 subclause 1, for each insured, day compensation is granted for each period of 24 hours up to a maximum of five days.

### **3 Cutting short the trip**

In the event that the trip is cut short as a consequence of events referred to in Clause 2 subclause 1, with the exception of what is described in Clause 2 subclause 1 under j, for each insured, day compensation is granted for every period of 24 hours.

The return journey days are also eligible for compensation. Trips cut short by less than eight hours will not be eligible for compensation. In the event of a premature return to the Netherlands, the medical ground for this must have been established by a physician.

In the following events 100% of the travel fee will be reimbursed:

- unforeseen hospitalisation of an insured during the trip and this insured cannot be repatriated within the original travel duration;
- the events specified in Clauses 2.b up to and including e.

#### **4 Two or more travel companions**

Reimbursement of cancellation costs or compensation for cutting short or interrupting the travel or rental agreement is granted if an event occurs that affects a travel companion not included in the policy.

This cover is only effective if:

**a** the affected travel companion has his own valid cancellation insurance, and

**b** the event of the affected travel companion is covered by his or her cancellation insurance, and

**c** that cancellation insurance does not grant compensation to our insured, and

**d** the affected travel companion and our insured can demonstrate that they were to travel there and back together.

#### **Clause 3 What is excluded**

Excluded from the insurance is:

**1** all loss in connection with which the insured or the person having an interest in the insurance payment has made incomplete or false statements with regard to the origin, nature or extent of the loss. By doing this the insured cannot derive any right from this insurance;

**2** all loss when it becomes apparent that the insured has not or not within due time fulfilled any obligation under this insurance and thereby has prejudiced our interests;

**3** loss caused intentionally by or due to gross negligence of an insured or of someone having an interest in the insurance payment;

**4** loss that is the consequence of or that is associated with the insured participating in or knowingly attending (aeroplane) hijacking, strike, riot, insurrection or act of terrorism;

**5** loss that is the consequence of or that is associated with (civil) war, unless the insured proves that the loss is not connected to this;

**6** loss caused by or associated with nuclear reactions releasing energy such as nuclear fusion, nuclear fission and radioactivity, regardless of how they arose;

**7** loss caused or that has become possible due to excessive consumption of alcohol by the insured, and by the insured using intoxicating, stimulating or similar substances including soft and hard drugs;

**8** the consequences of events associated with illness and/or defects that already existed or that caused complaints before the commencement date of this cancellation insurance. This applies to the insured as well as to his family once or twice removed or members of the insured's household.

This exclusion ceases:

- if the insurance has been taken out within ten days after the booked trip has been confirmed by the organisation with which the trip was booked;

- if in relation to the illness and/or defects referred to no medical or paramedical treatment, examination or use of medicines has taken place during the last three months before the commencement date of this cancellation insurance.

#### **Clause 4 What are the insured's obligations in the event of loss**

The insured is obliged, as soon as he becomes aware of an event that can lead to an obligation for us:

**1** to report this event to us as soon as possible. In any event no rights can be derived if the loss has not been reported within six months after the event;

**2** to restrict the loss as much as possible and to follow our instructions to this end;

**3** to render his full assistance to us and to leave the management of the claim and the legal proceedings to us. He is also obliged to refrain from doing anything that could harm our interests;

**4** to have himself examined at our request and at our expense by a physician appointed by us and to provide the latter with all information required.

#### **Clause 5 How is compensation arranged**

**1** We reimburse loss and costs covered by this insurance exclusively against submission of the original invoices and other documentary evidence.

**2** We are entitled to pay to the insured who has submitted the invoices to be reimbursed; payment to this insured constitutes a discharge for us by all insured persons.

**3** Refunds by hotel, landlord/lessor, travel/transport organisation are deducted from the insurance payment.

**4** On determination of the insurance payment we will not invoke any underinsurance. We never pay more than the booked travel fee/rent or the insured sum stated on the insurance certificate per insured

per trip.

**5** If the insured is entitled to compensation due to cancellation, delay in departure/arrival or premature return to the Netherlands, the insured persons travelling with him/her will also be entitled to the applicable compensation. For all insured persons jointly no higher compensation will be paid than for the insured persons belonging to four families. If an insured person is admitted to hospital the co-insured family members of the insured or one co-insured travel companion will also be entitled to the compensation for cutting short the trip.

**6** Insured persons not living as a family are each deemed to belong to a different family. The term 'family' is understood to mean the joint members of the household.

**7** In the event of cancellation, delay in departure/arrival or premature return to the Netherlands by insured persons belonging to more than four families, the compensation to be paid will be divided between all insured persons in proportion to each insured's share in the sum insured.

#### **Clause 6 When can the insured no longer derive any rights from the insurance**

**1** If with regard to the loss we have taken a definitive position, we will inform the insured of this in writing. Such a definitive position entails:

- rejection of a claim
- a final payment or
- a final payment offer.

If the insured has not objected to us in writing within one year after our notification, his right to cover of that loss will cease.

**2** An event might occur whereby the insured knows or reasonably ought to know that he might be able to invoke the insurance. If the insured does not report such an event to us within one year, he no longer can derive any rights from the insurance with regard to the event.

#### **Clause 7 Premium**

You must pay the premium, costs and insurance tax in advance not later than on the fourteenth day after the commencement date of this insurance and in any event before the commencement of the trip. If the latter is impossible due to the short period between the application of this insurance and the commencement of the trip, you have to ensure that we have in any event received the amount within seven days after the commencement of the trip.

If you don't pay on time the amount you have to pay or if you refuse to pay, we will not provide any cover from the commencement date of this insurance. To this end we do not first have to send you a written demand granting a reasonable period for fulfilment of your payment obligation. You continue to be obliged to pay the amount. The cover will then only become effective on the date after the amount plus any external collection costs incurred have been paid to us. In that event the exception referred to in Clause 3 under 8 will not be applicable.

In the event of a cancellation by the travel/transport organisation or by the landlord/lessor we will reimburse the premium paid for this insurance. In any other case there is no right to a refund of premiums paid.

#### **Clause 8 Commencement, duration and termination of insurance**

The insurance commences - after payment of the premium, costs and insurance tax - with the issue of the insurance certificate and it terminates after the period of the trip/rental stated on the certificate has expired.

#### **Clause 9 Concurrence of insurances**

If this insurance would not exist and if compensation of loss or costs can be claimed under any other insurance, whether or not from an older date, or under any Act or under any other provision, this insurance will only be effective as a last resort; in such a case only the loss that exceeds the amount that the insured could claim elsewhere, namely up to the maximum of the sums insured, will be eligible for compensation.

#### **Clause 10 Terrorism cover**

##### **1 Restriction of cover for the terrorism risk**

**a** If an insured event or a series of insured events has occurred, and if, according to the applicable policy conditions, you are covered for this event or series of events, there is a restriction of cover if that event or that series of events is directly or indirectly associated with the terrorism risk.

Our obligation to make insurance payments on your claim for compensation or payment will in that event be restricted to the amount that we will receive for your claim for compensation or payment from the NHT (Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.).

**b** The NHT offers reinsurance cover for the terrorism risk up to a maximum of 1 billion euros per calendar year. This amount applies to all the claims by all the insurers who joined the NHT. The amount can be adjusted every year. An adjustment will be announced in three national newspapers.

##### **2 Payment protocol NHT**

**a** A Claims Processing Protocol applies to our reinsurance with the NHT. You may request a copy of

this Protocol from the NHT. It is, among other things, important for you to know that the NHT is entitled to:

1 decide whether an event is directly or indirectly associated with the terrorism risk. A decision on this by the NHT is binding on us, on you, on the insured persons and on the persons entitled to insurance payments;

2 allocate the claims arising from the terrorism risk to one calendar year;

3 postpone payment to the participating insurers until the moment at which it can determine whether and to what extent it has sufficient financial resources to cover all the claims as a whole. If the NHT does not have sufficient resources, it is entitled to make a partial payment. In that case we will also pay you partly (see above under subclause 1a).

**b** Only after the NHT has informed us of the amount that might be paid to us for your claim for compensation or payment, possibly by means of an advance, can you (or the insured being entitled or the person entitled to the payment) claim your right or payment from us.

**c** A claim for compensation and/or payment must be reported by you within two years after the NHT has established that a certain event or circumstance is the consequence of the terrorism risk. Our reinsurance cover with the NHT only applies to claims that are reported within two years. Reporting a claim too late will result in the NHT not paying compensation to us for your claim for compensation. Consequently, our payment obligation to you lapses (see above under subclause 1a).

#### **Clause 11 Registration of personal data**

Interpolis is a member of the Achmea Group, and Achmea B.V. is the party responsible for processing your personal data. You are considered to be a customer of the Group.

When you apply for an insurance or a financial service we will ask you for your personal data. We use them in the Achmea Group for entering into and executing agreements, for informing you about relevant products and/or services, for safeguarding the safety and integrity of the financial sector, for statistical analysis, customer relationship management and for compliance with legal obligations. The 'Verwerking Persoonsgegevens Financiële Instellingen' [Processing Personal Data by Financial Institutions] Code of Conduct is applicable to the use of your personal data.

You can request this Code of Conduct from the Verbond van Verzekeraars [Dutch Association of Insurers], PO Box 93450,

2509 AL The Hague, telephone +31 (0)70 3338777.

You can also find the Code of Conduct on the Association's website: [www.verzekeraars.nl](http://www.verzekeraars.nl).

#### **Clause 12 Complaints and disputes**

Not satisfied with our services? We would appreciate it if you would let us know. We will take your complaint seriously into consideration. You can submit complaints and disputes relating to the mediation, formation and execution of the insurance to: Interpolis Klachtenservice, PO Box 90106, 5000 LA TILBURG, [klachten@interpolis.nl](mailto:klachten@interpolis.nl). Interpolis will deal with your complaint to the best of its abilities. If you believe that we have not succeeded sufficiently in removing your dissatisfaction, you may then apply to: Stichting Klachteninstituut Financiële Dienstverlening (Financial Services Complaints Board), PO Box 93257, 2509 AN THE HAGUE, [www.kifid.nl](http://www.kifid.nl).

Any dispute can also be referred to the competent court.

#### **Clause 13 Applicable law**

This insurance is governed by Dutch law.