HanseMerkur
Verzekeringen

Insurance conditions for travel cancellation insurance

VB-RS 2023 (T-RRV-NL) Premium

The scope of the insurance cover is determined by the insurance policy, any separate written agreements, these insurance conditions and the statutory provisions of the Netherlands.

We are HanseMerkur Reiseversicherung AG, headquartered in Hamburg. You are our contractual partner, the so-called policyholder, when you conclude an insurance contract with us. The insured person is both you, if you have insured yourself, and other persons that you have (co-)insured. We also refer to persons you have (co)-insured as "you" in these insurance conditions. These insurance conditions apply to you as the policyholder and to you as the insured person.

Your insurance conditions consist of 4 sections.
Section I contains an overview of the types of benefit and the corresponding benefit rates.
Section II contains explanations about the group of insured persons, the deadlines for taking out insurance and the payment of premiums.
The scope of insurance cover is set out in section III.
Section IV contains explanations about travel insurance.

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Section I – Overview of benefits

This table provides a quick overview of the policy benefits. The exact wording of the insured benefits can be found under the clauses in section III.

Insured benefits in travel cancellation insurance (RRV)		
		Benefit rates
		Premium
Deductible		No deductible
Insured benefits		
1.1.1	Cancellation costs	✓
1.1.2	Additional costs incurred for the outward journey and unused travel services	✓
1.1.3	Rebooking costs	✓
1.1.4	Single room supplement	✓
1.1.5	Unused travel services	✓
Insured events		
2.1	Unexpected severe illness	✓
2.2	Death	✓
2.3	Accident	✓
2.4	Pregnancy or complications during pregnancy	✓
2.5	Unexpected and medically necessary surgery	✓
2.6	Vaccination intolerance	✓
2.7	Unvaccinated for medical reasons	✓
2.8	Damage to property	✓
2.9	Receipt of court summons	✓
2.10	Unexpected operational termination by the employer	✓
2.11	Unexpectedly starting a job or training programme of at least 15 hours per week	✓
2.12	Change of employer	✓
2.13	Retaking of a failed exam	✓
2.14	Vehicle breakdown	✓
2.15	Delay or cancellation of a mode of transport of more than two hours	✓
2.16	Illness, accident, death or vaccination intolerance of your dog or cat	✓
2.17	Death, serious illness or accident of the host of your accommodation abroad	✓
2.18	New rental property	✓
2.19	Unexpected and unavoidable refusal of a visa for the destination	✓
2.20	Dissolution of cohabitation	✓
2.21	Loss of travel documents on the day of departure	✓

Section II – General conditions

1 The insurance cover

1.1 Who is covered by the insurance?

1.1.1 Persons residing in the Netherlands are eligible for insurance.

1.1.2 The insurance covers the persons named in the insurance policy or the group of persons specified in the insurance policy.

1.1.3 Unless otherwise agreed:

- Couple's insurance covers two people.
- Family insurance covers
  - a maximum of two adults and
  - at least one accompanying child (maximum of 7 children) up to the age of 21.

The persons do not have to
- be related
- share a home.

1.2 When does the insurance cover begin?

Your insurance cover starts as soon as you conclude the insurance contract.

1.3 When does the insurance cover end?

Your insurance cover ends
- for the benefits listed in section III, clauses 1.1.1 to 1.1.4, as soon as you enter the booked and insured means of transport or property,
- for benefits listed in section III, clause 1.1.5, insurance cover ends on the day of the return journey,
- with the occurrence of the insured event or the cancellation of the trip.

1.4 Which trips are covered by the insurance?

1.4.1 Insurance cover applies to trips to the areas listed in the insurance policy.

1.4.2 We define a trip as a temporary absence from your permanent place of residence.

2 Insurance contract

2.1 Until when are you concluding the contract?

2.1.1 You must conclude the insurance contract up to 30 days before the start of the trip or no later than the third working day after booking the trip.

2.1.2 The contract and the insurance cover are deemed not to have come into effect if you do not comply with this deadline when concluding the contract, even if you have paid the premium.

2.2 For how long are you concluding the contract?

The contract must be taken out for the entire duration of the trip. It is not permitted to insure shorter periods or only parts of the journey. Please ensure that you correctly state the start and end of the trip when concluding the contract.
Please note: Incorrect information may result in the loss of your insurance cover.

2.3 What can you do if you do not wish to take out insurance cover.

2.3.1 Once you have received the insurance policy, you have the right to withdraw from the contract within 14 days. However, you do not have this right if the term of the insurance contract is less than 30 days.

2.3.2 We will refund any premium that has been paid, except where insurance cover already existed within the 14-day period. We will then refund the premium for the days for which no insurance cover existed.

2.4 Which law applies to the insurance contract?

In addition to these provisions, the applicable Dutch laws shall apply to this contract.
Data protection notice: We store your personal data for the purpose of fulfilling the contract. For further information on data protection and your rights in this regard, please refer to: www.hansemerkur.nl/privacyverklaring or request them from us.

2.5 What format should a declaration take that you send us?

Declarations of intent and notifications to us must be in writing (letter, fax, email, electronic data carrier, etc.). The contract language is Dutch.

3 Information on paying the insurance premium

3.1 When does the premium have to be paid and what are the legal consequences of late payment?

The premium must be paid within the specified period and no later than on the day before the start of the agreed insurance period. If payment is not received, insurance cover will not be provided. The obligation to pay the premium remains in force even if the deadline has been missed. The insurance cover does not commence until the premium has been paid.

If you have agreed to us collecting the premium from your account, we will do so immediately after you have issued your SEPA mandate. Payment is deemed to be on time
- if we are able to collect the premium and
- an authorised collection is not contested.

If the premium could not be collected through no fault of your own, the payment is still deemed to be on time if it is made immediately after our request for payment.

3.2 What happens to the premium if you withdraw from the contract?

If you cancel the contract within the period specified in clause 2.3, we will refund the premium for the days on which you were not covered by insurance. If the insurance cover had already begun, the premium for these days is used up.

4 Limitations of the insurance cover

4.1 We will not provide cover if you, an insured person or a person who has an interest in the compensation benefit
- causes the damage through gross negligence.
- deliberately misrepresents the circumstances that are material to the grounds for, or the amount of, the benefit.
- deliberately causes the damage.

4.2 We will not provide cover if the insured event is caused by
- molestation or
- nuclear power or
- seizure or
- confiscation or other interventions by authorities
- active participation in acts of violence during a public gathering or demonstration.

Molestation is defined as:
Armed conflicts:
An armed conflict is any case in which states or other organised parties fight each other or at least one party fights the other using military force. Armed conflicts include armed actions by United Nations peacekeeping forces.
Civil war:
A civil war is defined as an organised violent struggle between inhabitants of the same state, in which a significant proportion of the inhabitants of that state are involved.
Insurrection:
An insurrection is an organised violent revolt within a state that is directed against a governing authority.
Civil unrest:
Civil unrest is defined as organised violence that takes place in different places within a state.
Riot:
A riot is an organised local violent movement directed against the state.
Mutiny:
A mutiny is an organised violent movement by members of armed forces against the authority to which they are subordinate.

4.3 Without prejudice to the remaining contractual provisions, insurance cover shall only apply insofar as no economic, trade, or financial sanctions or embargoes imposed by the European Union or other competent national authorities that are directly applicable to the contractual parties prevent such cover.

This also applies for economic, trade, or financial sanctions or embargoes imposed by the United States of America, provided that these are not in contradiction with the legislation of the European Union (e.g. Blocking Regulation, Regulation (EC) No. 2271/96) or of the competent national authorities.

Please note: Please also note the insurance cover limits as shown in section III.

5 General information for the claim

5.1 Who can you report a claim to?

Our 24-hour emergency call service is there to help you in an emergency. You can reach us any time anywhere in the world. Please report claims informally to:
HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung,
Postfach, 20352 Hamburg,
Email: claim-service@hansemerkur.nl.

5.2 What are your general obligations in the event of a claim?

5.2.1 Keep the claim to a minimum and avoid anything that could lead to unnecessary extra costs.

5.2.2 You must be truthful and provide all information in full. You must provide us with all the information and evidence we need to be able to determine
- whether an insured event has taken place and
- whether and to what extent we will provide benefits.

Please note: Please also note the obligations in section III.

5.3 What are the legal consequences of a breach of obligations?

If you breach one of the aforementioned obligations or the obligations of the individual insurance policies in section III, we may be wholly or partially released from our obligation to pay benefits.

5.4 When do we pay for a claim?

5.4.1 We pay within 2 weeks, provided
- our obligation to perform has been established in terms of reason and amount and
- that we have the necessary evidence – which becomes our property.

The two-week period will not apply if we are unable to examine your claim due to fault on your part.

5.4.2 We convert your costs in foreign currency into EUR using the exchange rate of the day on which we receive the evidence. The official exchange rate applies, unless you have purchased the foreign currency to pay the invoices at a less favourable rate. We can deduct the following costs from your benefit:
- Costs for the transfer of services abroad, or
- for special types of transfer that you have instructed.

5.4.3 You may also have travel insurance cover with other insurers. If you have claims with other insurers, these take priority.

You are not entitled to more than the actual costs incurred. If you are entitled to benefits from several insurers, you can choose which insurer you report the claim to.
If you report the claim to us first, we will reimburse you for the costs insured under this policy. We will then clarify with the other insurers whether and how they will contribute to the costs.

6 What can you do if you have a complaint?

6.1 You can contact us at any time if you do not agree with a decision and request a review.

6.2 For out-of-court disputes, you have the option of contacting the German ombudsman. You can find all the information in the Arbitration Bodies section.

6.3 It is possible to submit a complaint to KIFID (Dutch institute for financial disputes):

KFID
Postbus 93257
2509 AG Den Haag
Tel: 070 333 8 999
Email: consumenten@kifid.nl
www.kifid.nl

6.4 Complaints against HanseMerkur can also be submitted to the supervisory authority:

Autoriteit Financiële Markten,
t.a.v. afdeling Meldpunt Financiële Markten,
Antwoordnummer 11090, 1000 PB Amsterdam.

6.5 You can, of course, also submit the case to the competent court.

Section III – Description of benefits

RRV – Travel cancellation insurance

1 General rules on insurance cover

The sum insured must be at least equal to the price of the trip. If you take out a lower insured sum, the amount of compensation will be reduced in proportion to the insured sum to the trip price (underinsurance).

1.1 Which benefits are insured?

Unless otherwise stipulated below, the following benefits are limited to the amount of the agreed insured sum in the event of an insured event.

1.1.1 Cancellation costs

If you do not take the trip, we will pay
- the contractually owed cancellation costs and
- agency fees, insofar as these were already charged to you at the time of booking and you have taken them into account in the insured sum.

1.1.2 Additional costs incurred for the outward journey and unused travel services

a) Are you travelling later than planned?
- We will reimburse you for the additional outward journey costs in accordance with the type and quality of travel originally booked.
- If, contrary to the booked journey, it is necessary to travel by another means of transport, we will reimburse the most cost-effective additional outward journey costs.

We will pay the additional outward journey costs up to the amount of the cancellation costs incurred in the event of the trip being cancelled.

b) Are you unable to take advantage of booked and insured travel services due to a late arrival? We will reimburse you for the costs of these travel services. If the amounts of the individual travel services cannot be objectively verified (e.g. in the case of package holidays), we will reimburse the unused travel days in proportion to the total duration of the trip. In this case, the compensation is calculated as follows:

$$Compensation = \frac{\begin{matrix}Travel\ days\\ not\ used\end{matrix}}{\begin{matrix}Original\\ trip\ duration\end{matrix}} \times Trip\ price$$

Arrival and departure days count as full travel days.
We will reimburse you for the additional costs of the outward journey and unused travel services up to the amount of the cancellation costs incurred in the event of the trip being cancelled.

1.1.3 Rebooking costs

If you rebook your trip, we will reimburse you for the rebooking costs incurred. We will reimburse you up to the amount of the cancellation costs incurred in the event of the trip being cancelled.

1.1.4 Single room supplement

Have you booked a double room together with another insured person and this person cancels the trip for an insured reason? We will then reimburse you

- the supplement for a single room and other rebooking fees or
- the pro rata costs of the cancelled person for the double room.

The compensation is limited to the amount of the cancellation costs incurred in the event of a complete cancellation.

1.1.5 Unused travel services

The following compensation benefits are limited to the agreed insured sum.

a) If the trip is cancelled within the first half of the insured trip, but no more than within the first 8 days of the trip, we will refund the trip price. If the trip is cancelled in the second half of the trip (no later than from the 9th day of the trip) or if the trip is interrupted, we will reimburse the unused travel services.

b) If the amounts of the individual travel services cannot be objectively verified (e.g. package holidays), we will reimburse the unused travel days in proportion to the total duration of the trip. In this case, the compensation is calculated as follows:

$$Compensation = \frac{\begin{matrix}Travel\ days\\ not\ used\end{matrix}}{\begin{matrix}Original\\ trip\ duration\end{matrix}} \times Trip\ price$$

Arrival and departure days count as full travel days.
If you have only insured travel or flight tickets for the outward and/or return journey, the travel services not used are not covered.

1.2 Who is a person at risk?

Persons at risk are:
- Persons who have booked a trip jointly with you and their relatives. This does not apply if more than six persons or, in the case of family policies, more than two families book a trip together.
- Your fellow occupants and relatives.

Relatives are:
- spouses or
- life partners or
- life companions,
- parents*, adoptive parents*, foster parents*, stepparents*, surrogate parents*,
- children, adopted children, foster children, stepchildren, sons-in-law* and daughters-in-law*.

- brothers, sisters,
- stepbrothers and stepsisters,
- grandparents*,
- grandchildren,
- brothers-in-law* and sisters-in-law*.

- nephews and nieces (only children of your brothers or sisters),
- uncles*, aunts* (only brothers or sisters of your father or mother).

*This also includes your spouse or life partner.

2 When is an insured event deemed to have occurred?

An insured event is deemed to have occurred if it takes place after the insurance cover has commenced. The insured event affects you or a person at risk and
- you therefore do not start the trip.
- You therefore do not start the trip on time.
- You therefore rebook the trip.

An insured event exists in the event of

2.1 unexpected severe illness. Please refer to our explanations in section IV.

2.2 death.

2.3 serious injury caused by an accident.

2.4 pregnancy or complications during pregnancy.

2.5 unexpected and medically necessary surgery.

2.6 a vaccination that you do not tolerate or cannot tolerate.

2.7 you not being able to be vaccinated for medical reasons and/or not being allowed to take medication, despite this being necessary for the trip. However, the medical reasons must have arisen after the trip was booked.

2.8 substantial damage of at least EUR 2,500 to property as a result of
- fire,
- water damage,
- natural events or
- criminal offences committed by third parties (e.g. burglary).

2.9 unexpected court summons. This applies if the competent court does not accept your travel booking as a reason for postponing the summons.

2.10 unexpected termination of employment by the employer for operational reasons.

2.11 unexpectedly starting a job or training programme subject to social insurance contributions of at least 15 hours per week.

2.12 change of employer. This applies if
- the travel period falls within the probationary period.
- the travel period falls within the first six months of the new professional activity.
- the insurance was taken out before the change of employer became known.

2.13 a failed examination taken
- at a school,
- at a university,
- at a university of applied sciences,
- at a college

that you wish to retake. This applies if the exam is retaken
- within the insured travel period or
- up to 14 days after the trip.

2.14 the motor vehicle that you used for the trip becoming unroadworthy due to an external cause or a mechanical/electrical defect within seven days before the start of the trip and after the start of the insurance cover and this cannot be repaired within two working days.

2.15 missing your insured means of transport due to
- delay or cancellation of a mode of transport in the Netherlands by more than 2 hours. Public means of transport are all aircraft, land or water vehicles authorised for the public transportation of passengers. The following do not constitute public transport
  - means of transport that operate as part of round trips/round flights,
  - rental cars,
  - taxis,
  - cruise ships.
- a traffic accident during your journey in which you are involved as the driver or passenger.

2.16 the dog or cat registered for the journey
- falling unexpectedly and seriously ill.
- suffering a serious injury caused by an accident.
- not tolerating a vaccination.
- dies.

2.17 the landlord of the accommodation abroad falling seriously ill, suffering an accident or dying, and as a result the accommodation is no longer available.

2.18 you being unexpectedly provided with rented accommodation for which the tenancy begins either during the trip or during a period within 30 days before the start of the trip.

2.19 you being unexpectedly refused a tourist visa for the country you are travelling to (this does not include late applications).

2.20 your partnership dissolving where the trip was planned with your partner

2.21 you losing your travel documents on the day of departure.

3 What are the limitations of the insurance cover?

3.1 Psychological reactions

We do not cover illnesses which, according to the circumstances, have arisen as a psychological reaction to the following events:
- terror attacks,
- aircraft or bus accidents,
- fear of civil unrest,
- molestation,
- natural events,
- diseases or epidemics.

4 What must you be aware of in the event of a claim (obligations)?

4.1 Immediate cancellation

Has an insured event occurred? To keep costs to a minimum, you must cancel your trip immediately with the booking office.

4.2 Evidence of the loss amount

You must submit the originals of all receipts relating to the loss amount, e.g. the invoice for cancellation costs.

4.3 Evidence for insured events

In order to prove the occurrence of an insured event during the insured period, please send us the originals of all applicable supporting documents relating to the event.
For events that require a medical certificate as proof, this must be obtained
- prior to cancellation and
- an examination must be confirmed prior to the cancellation, delayed arrival or rebooking and
- must include the diagnosis and dates of treatment.

If we consider it necessary, you must
- release the person treating you from the duty of confidentiality.
- have yourself examined by a doctor that we authorise.

4.4 Consequences of failure to comply with obligations

If you breach one of these obligations, the legal consequences are set out in section II, clause 5.3.

Section IV - Explanatory notes on the travel insurance

We want you to be able to clearly understand your insurance. We therefore wish to explain the technical term "unexpected serious illness" and give you examples. Please note that these examples are not exhaustive.

Unexpected serious illness is insured. The illness must be “unexpected” and “serious”. Firstly, we define the criterion “unexpected” and then give examples of “serious” illnesses.

Case 1:
Any illness that occurs for the first time after taking out the insurance and after booking the trip is considered unexpected.

Case 2:
An illness is also insured if it reoccurs and no treatment has been received for that illness in the two weeks prior to the insurance being taken out.

Case 3:
If no treatment has been received for an existing illness in the six months prior to the insurance being taken out, this illness is also insured if it gets unexpectedly worse.

Regular medical examinations to determine medical condition do not count as treatment. The examinations are not carried out for a specific reason and their purpose is not to treat the illness.

Examples of serious illnesses (not exhaustive):
- the attending physician has certified that the person is unfit to travel
- the medically certified health impairment is so severe that the insured person is unable to take part in the planned main trip due to the symptoms and ailments of the illness,
- the insured person has to be present because of the medically certified illness of an insured person.

Examples of an "unexpected serious illness" in travel cancellation insurance (not exhaustive):
- The insured person takes out insurance for a trip they have booked. Shortly before the start of the trip, the insured person suffers a heart attack for the first time.
- The insured person's mother is diagnosed with pneumonia after the insurance has been taken out and the trip has been booked. As a result of the illness, the mother is dependent on care from the insured person.
- The insured person has an allergy when the insurance is taken out. No treatment has been received for the allergy in the six months prior to the insurance being taken out. A severe allergic reaction occurs before travelling. The attending physician determines that the insured person is unfit to travel due to the severity of the allergic reaction.

Not all conceivable cases are insured. Example where an "unexpected serious illness" does not exist (not exhaustive):
- The insured person suffers from an illness in which relapses are a characteristic feature (e.g. multiple sclerosis, Crohn's disease). Treatment for the existing illness was received in the six months prior to the insurance being taken out and the trip being booked. This illness is therefore not insured.

Arbitration bodies

We would like to take this opportunity to draw your attention to the option of resolving disputes out-of-court.

Out-of-court arbitration and complaints procedures:

If you have any complaints, please contact HanseMerkur at the following address:

Siegfried-Wedells-Platz 1, DE-20354 Hamburg,

Tel +49 4119-1000, Fax +49 4119-3040, by email to the following

email address: claim-service@hansemerkur.nl

If no agreement can be reached with HanseMarkur, you can contact the following arbitration body:

Beschwerdeinstitut für Finanzdienstleistungen (Kifid),

PO Box 93257,

2509 AG, Den Haag,

Tel: 070 333 8 999.

Complaints against HanseMerkur can also be submitted to the supervisory authority:

Dutch Financial Markets Authority,

t.a.v. Abteilung Meldpunt Financiële Markten,

Antwoordnummer 11090,

1000 PB Amsterdam.

Participation in dispute resolution proceedings before a consumer arbitration board is based on our voluntary membership of Versicherungsombudsmann e.V.

Versicherungsombudsmann e.V.

Postfach 080 632

DE-10006 Berlin

Tel.: +49 800 3696000

Fax: +49 800 3699000

Email: Beschwerde@versicherungsombudsmann.de

Further information can be found on the internet:
www.versicherungsombudsmann.de.

We would also like to take this opportunity to draw your attention to the online option of resolving disputes out-of-court. The EU Commission has provided an online platform for this purpose, which you can access via the following link: www.ec.europa.eu/consumers/odr.

You can, of course, also contact the competent court.

We are obliged under German data protection law to inform you of the following:

Please note that in the event of a claim, the data will be stored and, if necessary, passed on to the competent bodies of the insurance industry and to the competent reinsurers as well as to authorised third parties, insofar as this is necessary for the proper execution of the contract. The provisions of the German Data Protection Act concerning the transmission of data remain unaffected by this. The address of the data recipient will be provided on request.