

Special terms
and conditions
Cancellation Insurance

ANN2019



Explanation Special terms and conditions Cancellation Insurance

If the policy sheet states that you have taken out Cancellation Insurance and the premium payable for this insurance has been paid on time, then you are entitled to the coverage described in the clauses of these special terms and conditions.

These clauses must be read in conjunction with the general terms and conditions. In the event of any conflict, the special terms and conditions shall prevail over the general terms and conditions.

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What do we mean by?

Cancellation

If you are forced to abandon a pre-booked trip and/or accommodation due to an unforeseen event or calamity. Or where that event or calamity forces you to return home before your pre-booked trip ends.

Cancellation costs

The trip costs and booking alteration charges that you have already paid or are required to pay on cancellation of your trip or accommodation.

Daily payment

This refers to a payment for a missed holiday day. The payment is proportionate to the trip costs.

First or second degree family member

- **First degree:** husband/wife/partner, parents (including parents-in-law and step-parents), children (including children by marriage and step-children).
- **Second degree:** sisters/brothers (including sisters-in-law, brothers-in-law, step-sisters and step-brothers), grandparents and grandchildren.

Housemate

A person registered in the civil registry at the same address as you.

Trip

A pre-booked journey and/or accommodation, which has not yet started when your insurance started.

Travelling companion

The person with whom you are travelling (or will travel) to and from your destination.

Trip costs

The total costs, including booking charges, for transportation and accommodation that you were required to pay in advance or have already paid. This does not include the costs of any cancelled journeys (or parts of journeys) and excursions that you have booked at the destination.

1. Where is your Cancellation Insurance valid?

The insurance is valid for bookings anywhere in the world.

2. In what circumstances will we compensate your loss?

The cancellation insurance reimburses your cancellation costs or pays you a daily payment in the event of early termination of a trip. The start of your trip and the event that causes the cancellation must occur during the term of the insurance.

We will reimburse your cancellation costs if:

- you, a first or second degree family member or one of your housemates suffers a serious accident or serious illness or dies suddenly;
- you need to have a medically necessary procedure for which you are on a waiting list, with the result that the trip cannot go ahead or has to be terminated early;
- you unexpectedly have to provide urgent care (informal care) to first-degree family members;
- you are forced to abandon a stay with family or friends in a country other than the country in which you are resident due to the sudden serious illness, serious accident or death of the person you were intending to stay with, which leaves you with nowhere to stay;
- the accommodation booked suffers damage and is no longer suitable to stay in;
- after booking your trip you discover that you are pregnant and provide us with a doctor's certificate as evidence. If you were already pregnant at the time of booking, then we will only reimburse cancellation costs if complications arise;
- due to medical reasons you are unable to have vaccinations compulsory for your travel destination;
- you unexpectedly fail to obtain a visa for your travel destination. The failure to obtain a visa must not be your own fault;
- your property, home or business premises are so severely damaged as to require your presence in your capacity as owner, tenant or manager;
- you are allocated a rental property before the trip is due to commence and you are able to produce an official rental agreement to prove this;
- you purchase or sell a home and the property is delivered or transferred before or during your trip;
- you become unemployed against your will and through no fault of your own. The date of dismissal must be less than a month following the end of your trip;
- you were unemployed and receiving benefits and you accept new employment with a permanent contract or a contract for at least 1 year. A further requirement is that you will be working for at least 20 hours per week and you commence your new employment within 10 weeks prior to departure or during your planned trip;
- you and your partner separate in a situation where you previously had a joint household. You must be able to produce evidence of registration in the civil registry (BRP) to prove this;
- you are unexpectedly required to resit an examination or preliminary examination following your final examinations for a course with a duration of more than one year and it is not possible to postpone this until after your trip.

Extra cancellation reasons

If your policy sheet states that you have taken out the Extra cancellation reasons module, we will reimburse your cancellation costs if any of the following situations apply to your destination:

- the Dutch Ministry of Foreign Affairs has issued travel advice with an orange or red colour code;
- an outbreak of an infectious disease (with demonstrable health risks for travellers);
- a natural disaster (earthquake, fire (including forest fires), storm, hurricane, tsunami, volcanic eruption);
- terrorism;
- civil disturbance or riots;
- a sudden, unannounced strike.

3. What should you do if you incur damage or loss?

Inform us of any events eligible for reimbursement as soon as possible after you become aware of the event. You should contact us at:

OOM Verzekeringen

P.O. Box 50.000

7900 RP Hoogeveen

The Netherlands

Telephone: +31 (0)70 353 21 25

Fax: +31 (0)70 353 21 26

Website: www.oomverzekeringen.nl

Email: claims@oomverzekeringen.nl

The general terms and conditions set out your other obligations, such as your obligation to cooperate with the investigation to assess any damage or loss, and the consequences if you fail to comply with your obligations.

4. How do we process claims?

If you send us a claim, we first assess whether it is eligible for reimbursement. We then determine the amount to be reimbursed and transfer this amount to you.

5. What costs are covered by your Cancellation Insurance?

The maximum amount we will pay out is as stated on your policy sheet: €2,000 or €5,000 per person per trip.

Cancellation costs

We will reimburse:

- the cancellation costs for cancelling the trip;
- the costs for altering your booking:
 - to a later date to avoid having to cancel the whole trip;
 - to a different means of transport due to medical advice.
- the increase in the original trip costs per person on partial cancellation of the trip.

Daily payment

You will receive a daily payment if:

- you are forced to end your trip early;
- during the outward journey you experience a delay to an aeroplane, boat, bus or train. Or your arrival at your travel destination is delayed. In addition, the delay must not have occurred due to deliberate action on your part or on the part of the travel or transportation organisation. For example, due to a strike by airport staff. You will receive:
 - 1 x the daily payment for a delay between 8 and 20 hours;
 - 2 x the daily payment for a delay between 20 and 32 hours;
 - 3 x the daily payment for a delay exceeding 32 hours.

This payment is conditional on the lessor or travel organisation not reimbursing the costs or arranging for a replacement, with the result that you are unable to take or continue the trip.

If an insured person is unexpectedly admitted to hospital for at least one night during the trip, we will also reimburse cancellation costs. Not just for the insured person who is admitted to hospital, but also for the other insured persons travelling with that person who are listed on the policy sheet or have their own cancellation insurance with OOM. We will reimburse this loss proportionally.

6. What costs are not covered by your Cancellation Insurance?

We will not reimburse cancellation costs in situations that are not mentioned under the header 'In what circumstances will we compensate your loss.'

- **Loss of income.** Losses to income as a result of cancellation.
- **Existing ailments.** Cancellation costs as a result of ailments, symptoms or physical defects that you or your family members, housemates or friends already had on the commencement date of the insurance. If you took out the cancellation insurance within 7 days after making a booking then these cancellation costs are eligible for reimbursement.

The following situations are **not** covered by this insurance:

- **Nuclear reaction.** If the damage or loss is caused by a nuclear reaction.
- **War and kindred risks.** If the damage or loss is caused by war and kindred risks: armed conflict, civil war, uprising, civil disturbance, riot or mutiny.
- **Other insurance.** If you had not taken out this insurance, would you be able to make a claim for compensation, payment or assistance under another insurance policy, legislation or other provision? In that case, this insurance with OOM shall be the 'payer of last resort'. In any event, we will only reimburse you for costs incurred in excess of the amount that you are entitled to claim under such other insurance, legislation or provision. Or the amount that you would have been entitled to claim had you not entered into this insurance with OOM. Article 7:961 part 1 of the Dutch Civil Code (BW) does not apply.
- **Misleading information.** If you or another person entitled to payment under this insurance deliberately misleads us by failing to inform us or misinforming us regarding any fact or circumstance, except in cases where the misleading information does not justify this exclusion.
- **Incorrect representation of events.** If you represent events incorrectly or give an account that is damaging to our interests, unless this incorrect representation is not sufficiently essential to justify the exclusion. However, we will restrict your right to payment under this insurance. If a payment has already been made, we will claim our losses from you. If you deliberately represent events incorrectly in order to mislead us, under no circumstances will you be entitled to any reimbursement of costs.
- **Hijacking, strike, uprising or terrorism.** If the damage is associated with or caused by your participation in a hijacking, strike, uprising or act of terrorism.

- **Crime.** If the damage is associated with or caused by your committing (or assisting in) a crime.
- **Recklessness.** Costs resulting from deliberate, conscious or unintentional recklessness by you or anyone else with an interest in a payment under this insurance.

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation. In the case of any dispute, the original Dutch text shall prevail.

The trade name OOM Verzekeringen is used by OOM Holding N.V. (The Hague Chamber of Commerce registration number 27194193), OOM Global Care N.V. (Netherlands Authority for Financial Markets (AFM) registration number 12000623, The Hague Chamber of Commerce registration number 27111654), OOM Schadeverzekering N.V. (Netherlands Authority for Financial Markets (AFM) registration number 12000624, The Hague Chamber of Commerce registration number 27155593) and "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. (The Hague Chamber of Commerce registration number 27117235). These businesses all have their registered office in The Hague and have a common operational office in Rijswijk.



OOM Insurance
P.O. Box 3036
2280 GA Rijswijk
The Netherlands

T +31 (0)70 353 21 00
F +31 (0)70 360 18 73
E info@oominsurance.com
I www.oominsurance.com