

General Conditions
Damage to lodging accommodation

311.592
09-08

Organisation of the conditions per clause

- 1 Definitions
- 2 Period of validity
- 3 Premium
- 4 Territorial scope of the insurance
- 5 General exclusions
- 6 General obligations
- 7 Settlement of claims
- 8 Revendication of non-insured services
- 9 Double insurance
- 10 Entitled party
- 11 Limitation period for the right to claim payment
- 12 Address
- 13 Complaints procedure
- 14 Registration of persons
- 15 Cover for damage to lodging accommodation

Cover of terrorism risks clause

1 Definitions

The words or phrases below have the following meaning wherever they appear in this policy and the conditions:

- 1.1 **Europesche:** Europesche Verzekering Maatschappij N.V.;
- 1.2 **The insured:** the person named in the policy. Persons who were informed by the Europesche that cover for them would no longer be accepted shall not be regarded as an insured;
- 1.3 **Lodging accommodation:** a facility for a temporary stay;
- 1.4 **Premium:** the premium, costs and insurance premium tax;
- 1.5 **Payment:** compensation for damage.

2 Period of validity

2.1 The insurance is valid for the period specified in the policy. The insurance is not valid if the full duration of the stay has not been insured.

2.2 Within the period of validity of the insurance, the cover becomes effective as soon as the insured and/or his baggage have occupied the lodging accommodation at the commencement of the agreed rental period (including a hotel room or a boat) and it terminates as soon as the insured and/or his baggage leave the lodging accommodation at the end of the rental period.

2.3 If the expiry date specified in the policy is unexpectedly exceeded and this is beyond the power of the insured, the insurance will remain effective until such time as it first becomes possible for the insured to return to his home in the Netherlands.

2.4 Any extension of the insurance, other than that referred to in 2.3, shall be deemed to be a new insurance.

3 Premium

3.1 Payment

The insured is obliged to pay the premium before the commencement of the insurance.

3.2 Return of premium

As soon as the cover has become effective, there is no right to repayment of the premium.

4 Territorial scope of the insurance

The insurance is valid in the whole world.

5 General exclusions

5.1 No payments or assistance shall be made or provided for claims:

5.1.1 if the insured or interested party makes a false statement and/or gives an incorrect version of events. In such situations, the right to payment shall cease to be effective in respect of the entire claim, even in respect of those parts of the claim for which no

false statements were made and/or incorrect versions of events given;

5.1.2 if the insured or interested party fails to fulfil any of the obligations resting on him under this insurance policy

5.1.3 which are directly or indirectly associated with:

- war risk, including armed conflict, civil war, insurrection, internal civil commotion, riots and mutiny. The six forms of war risk described, as well as the definitions of such, form part of the text filed in the register at the Office of the District Court in The Hague on 2 November 1981 by the Dutch Association of Insurers;

- nuclear reactions, including any nuclear reaction whereby energy is released;

- seizure and forfeiture;

- knowingly and wilfully participating in skyjacks, hijacks, strikes or acts of terrorism;

5.1.4 caused or having become possible by the gross negligence or intention or with the aim of the insured or interested party, or an attempt to this end;

5.1.5 which are directly or indirectly associated with the suicide of the insured, or an attempt to such an end;

5.1.6 in connection with or as a consequence of participating in or committing a crime, or an attempt to such an end;

5.1.7 caused or having become possible by the insured drinking alcohol, or taking intoxicating, stimulating or similar substances;

5.2 No payment will be made for claims caused whilst carrying out activities in connection with which a prohibition has knowingly and wilfully been ignored.

5.3 No payment will be made for damage caused by driving or sailing with the lodging accommodation.

6 General obligations

6.1 The insured or interested party shall be obliged:

6.1.1 to do everything reasonably possible to prevent, minimise or limit damage;

6.1.2 to give to the Europesche all the co-operation reasonably required and to supply information truthfully;

6.1.3 to demonstrate the circumstances leading to a request for payment;

6.1.4 to submit original documentary evidence;

6.1.5 to co-operate with the recovery from third parties, possibly by a transfer of rights.

6.2 The insured and the interested party are obliged to submit to the Europesche applications for payment and/or assistance stating the policy details together with the invoices as soon as possible but not later than within 1 month after the period of validity of the insurance has expired, by means of sending a fully completed and signed claims form. Notices given together with this serve also to assess the claim and the right to payment.

7 Claim settlement

The Europesche is charged with the settlement of claims (or having them settled) including on the basis of the details and information provided by the insured.

8 Revendication of non-insured services

The insured shall be obliged to settle in full any invoices from the Europesche in respect of services, costs and such like for which there is no cover under this insurance, within 30 days of the date on these invoices. If these invoices are not settled in full, a debt collection procedure shall, without further notice, be set in motion. Any associated costs shall be entirely at the expense of the insured.

9 Double insurance

If, were this insurance not to exist, a claim could be made for payment pursuant to any other insurance, whether or not of an earlier date, or on the grounds of any legislation or other provision, the present insurance will only be effective in the last resort. In such cases, the only claims eligible for payment will be those in excess of the amounts which the insured would be able to claim elsewhere.

10 Entitled party

10.1 The right to payment only accrues to the insured.

10.2 Payments may be made to one insured person (unless other insured persons have objected to this in writing to the Europeesche before payment of the compensation) or to the party by whose mediation the insurance was taken out.

11 Limitation period for the right to claim payment

If, in respect of any claim, the Europeesche has made its final position known in writing, then any right on the Europeesche relating to the respective claim shall expire after 6 months. This period shall commence on the day on which the Europeesche sends this notice.

12 Address

Notifications from the Europeesche to the insured shall be sent in a legally valid way to the address most recently known by the Europeesche or to the address of the party by whose mediation the insurance was taken out.

13 Complaints procedure

Disputes and/or complaints arising from this contract of insurance can be submitted to:

- the management of Europeesche Verzekeringen, PO Box 12920, 1100 AX Amsterdam-ZO;
- Stichting KiFiD (the Netherlands Financial Services Complaints Institute), PO Box 93257, 2509 AG The Hague;
- the competent court in the Netherlands, at the choice of the insured or interested party.

Dutch law shall apply to this contract.

14 Registration of persons

When applying for insurance or a financial service, personal details are requested. These details will be processed by the Europeesche in order to conclude and perform contracts; undertake marketing activities; prevent and combat fraud to financial institutions; make statistical analyses and satisfy legal requirements. In connection with a sound acceptance policy the Europeesche can consult your details at the Central Information System (Stichting CIS) in Zeist. In this regard participants of Stichting CIS can also exchange details amongst each other. The objective of this is to control the risks and to combat fraud. The privacy regulations of Stichting CIS are applicable, see www.stichtingcis.nl. The Code of Conduct "Processing of Personal Data by Financial Institutions" applies to the processing of personal details. A consumer brochure about this Code of Conduct can be obtained on request from the Europeesche or can be viewed on www.europeesche.nl. The complete text of the Code of Conduct can be viewed via the website of the Dutch Association of Insurers", www.verzekeraars.nl. You can also obtain the Code of Conduct from the Dutch Association of Insurers (*Verbond van Verzekeraars*; PO Box 93450, 2509 AL The Hague). For more information, please contact your insurance adviser.

15 Cover for damage to lodging accommodation

15.1 Compensation will be paid for:

15.1.1 damage to lodging accommodation, the fixtures and fittings and playground equipment items and private swimming pool in the garden of the lodging accommodation the rental or use of which have been made available to the insured;

15.1.2 damage to the safe-deposit box hired during the stay as a result of its key being lost

15.1.3 damage to the front door if it has to be broken open as a result of the key of the lodging accommodation getting lost;

15.1.4 the retention of the deposit paid in advance in the event of damage to the hired boat.

15.2 Payment will be made if the insured is liable for the damage and this exceeds €25.

15.3 The maximum payment amounts to €2,500 per rental agreement.

Cover of terrorism risks clause

The "Clauses Sheet on Terrorism Cover of the Dutch Terrorism Risk Reinsurance Company" (*Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.*) applies to this insurance.