

Unigarant Short-Term Travel and Cancellation Insurance Terms and Conditions KRA UGJ
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How can you contact the ANWB Emergency Centre?

If you are in The Netherlands:
Tel. 070 314 56 56

If you are abroad:
Tel. +31 (0) 70 314 56 56

General and special terms and conditions

These policy conditions consist of:

- The general terms and conditions, applicable to all types of cover.
- The special terms and conditions, which apply to specific types of cover.

You can see which cover you have in your policy schedule or booking confirmation.

General terms and conditions

Article 1. What do we mean by the following terms?

Reference to the following terms is made (sometimes frequently) in the terms and conditions. We therefore explain them here.

1. Policyholder

The person who takes out the insurance.

2. Insured person(s)

The persons referred to in the policy schedule or booking confirmation. These may be:

- a. You.
- b. Your spouse, partner or housemate.
- c. The unmarried children residing with you or your former partner.
- d. Any of your children residing outside the home due to their studies.

3. You, your

The insured person or the policyholder.

4. We, us

Unigarant N.V., PO Box 50000, 7900 RP Hoogeveen (AFM licence number 12011826). Unigarant N.V. is an authorised underwriting agent of UVM Verzekeringsmaatschappij N.V. in Hoogeveen, the risk-bearing insurer (AFM licence number 12000595).

5. Loss event

An incident or series of incidents connected with one another, having a sole cause and resulting in damage to persons and/or property. Damage is only insured if the loss event occurs suddenly during the term of the insurance.

6. Expert

A competent person who is registered as an expert with the Dutch Institute of Loss Adjusters (NIVRE) or who has been approved by us.

7. Authorised agent

The person who looks after your home or manages your business affairs while you are travelling.

8. Compensation

The amount we pay after a loss event.

9. Fixed place of residence

The residence at the address at which you are registered in the Dutch population register.

10. Travelling companion(s)

One or more persons travelling with you who are not referred to in the policy schedule or booking confirmation.

11. Unaccompanied traveller

If your travelling companion cancels his journey and you travel unaccompanied as a result.

12. Travel party

The insured persons travelling together.

13. Travel sum

The total amounts for bookings and reservations of transport and/or accommodation owed and/or paid in advance.

14. Family members in the 1st, 2nd and 3rd degree

- e. 1st degree: your spouse, life partner, parents or parent-in-law, children, children by marriage or stepchildren.
- f. 2nd degree: brothers/sisters, brothers/sisters-in-law or stepbrothers/stepsisters, grandparents and grandchildren.
- g. 3rd degree: great-grandparents, uncles, aunts, children of brothers and/or sisters, great-grandchildren.

15. Cancellation costs

The costs of or increase in the travel sum that you have to pay because you cancel a trip or composite trip either fully or partially.

16. Daily reimbursement

A compensation for an untaken day's holiday. The compensation is proportionate to the travel sum.

17. Untaken day's holiday

A consecutive period of 24 hours which falls within the holiday period booked.

18. Trip

A trip and/or stay:

- a. of a recreational nature, or
- b. for study or internship abroad, or for
- c. work as an au pair or volunteer abroad.

19. Business trip

A trip and/or stay of a business nature. We do not include travelling to and from work here.

20. Composite trip

A trip which consists of individual components booked prior to commencement of the trip, such as a flight, accommodation or transportation (or the means thereof). You have booked one or more of the components through a travel agency or directly from the provider/rental company/landlord in question. Trips or parts of trips booked with or through a tour operator (an organisation which provides trips organised in advance under its own name) are not included.

21. Current value

An object's current value is determined by us on the basis of the purchase price and its depreciation. Depreciation is based on age and average useful life. In determining current value, we also take into account decrease in value as a consequence of quick changes in model and technical progress.

22. Accident

An event with an immediate and sudden violent effect on the body, as a result of which you become permanently disabled or die.

23. Premium

The amount you pay for the insurance.

24. Fraud

Intentionally causing disadvantage by, for example:

- a. Not honestly reporting what has happened.
- b. Providing incorrect information or withholding information during submission of an application for or a change to the insurance, or a compensation claim.
- c. Unjustly claiming damage or compensation.

25. In writing

By post, fax or email. When we send you a message, we send it to the last postal and/or email address known to us.

26. Luggage

All items which you have in your possession, rent or purchase during the trip.

Motorised vessels or vehicles, caravans, tent trailers and other trailers are not counted as luggage and are therefore not insured. This also applies to their standard equipment, parts, accessories and fuel.

27. Hobby and sports equipment

We define hobby and sports equipment as follows:

- a. Audio-visual, audio and computer equipment.
- b. Photographic, film and video equipment and accessories.
- c. Electronically controllable objects.
- d. Golf, tennis and fishing gear.
- e. Underwater sports equipment.
- f. Skiing (including cross country skiing) and mountaineering equipment.
- g. Musical instruments and optical instruments, such as binoculars or microscopes.
- h. Parachute, parasail, hang glider, kite, surfing and kite surfing equipment.
- i. Canoes, sailboards and inflatable or collapsible boats (only where these cannot be equipped with outboard motors).
- j. Bicycles, e-bikes and bicycle trailers.

Article 2. What is the insurance based on?

1. On the details you provided us with when taking out or changing the insurance.
2. On the details in the policy schedule or booking confirmation.
3. On the general and special terms and conditions.
4. On the arrangements (additional conditions) we have agreed with you. You can find these on the policy schedule or booking confirmation.

Article 3. When does the insurance take effect and what cooling-off period are you given?

1. Your insurance commences on the date stated in your policy schedule or booking confirmation.
2. This is never earlier than the time at which you took out the insurance.

Article 4. When does the premium have to be paid?

1. You always pay this premium in advance. Have you failed to pay the premium within fourteen days of the deadline for payment? Then there is no cover from the inception date of the insurance. In such cases, we are not obliged to send you a payment reminder.
2. If we are obliged to collect the premium by legal means or by means of another external procedure, then all additional costs will be charged to you.
3. You will remain obliged to pay the premium and additional costs. The cover is reinstated one day after receipt of all overdue amounts, if the insurance has not yet been terminated by us. Any damage which occurs in the period in which the cover was cancelled is not insured.

Article 5. What do we expect of you in case of a claim?

We expect you to be able to demonstrate the damage or at least to demonstrate its plausibility. In case of burglary, theft, robbery, vandalism, rioting or other criminal offence, we ask you to report the incident to the police.

We also expect you to limit the damage as much as possible, and expect you not to perform any acts which might damage our interests. This includes in any case:

- Having the damage repaired, or destroying or relinquishing damaged items, without our consent.
- Making commitments or statements, or performing acts, without consulting us.

In order to settle claims quickly, we ask you to:

- Report the damage to us as quickly as possible.
- Provide us with all relevant information in a timely manner.
- Inform us whether the damage is also insured under other insurance, or may be recovered elsewhere.
- Provide your full cooperation and follow our instructions.
- Transfer the damaged items to us should we so request.

Article 6. How do we assess the damage?

1. The extent of the damage is determined in consultation between you and us. The damage may also be determined by:

- a. An expert appointed by us.
- b. An expert appointed by us and an expert appointed by you. In that case, these experts will together appoint an arbitrator (a third expert) in advance. In cases where both experts differ in opinion, this arbitrator will deliver a binding decision. This decision will lie within the limits of the extent of the damage, or cause of damage, as determined by the two experts.

2. We pay the survey fees of the expert appointed by us. Where you appoint an expert yourself, we pay the costs, provided these are reasonable. The costs of an arbitrator are paid by us. This regulation applies to material damage only.

3. The extent of damage determined by the expert(s) may only be reviewed if it is demonstrated that:

- a. incorrect data was used in the determination.
- b. errors were made in calculation.

Are we having the amount of the claim determined by an expert? If so, this does not amount to an acknowledgement that we have to compensate you for the loss.

Article 7. When do we pay the compensation?

Within ten working days, if:

1. We have received all of the information we require.
2. You are entitled to receive compensation under these terms and conditions.

Article 8. Can a claim expire?

The statutory rules concerning prescription apply. If we deny your request for compensation in writing, you must respond within three years. If you fail to do so, we will no longer handle your claim.

Article 9. What happens if you can also claim compensation for the damage elsewhere?

1. You do not receive any compensation if the damage is already being compensated under a law or other insurance, or would be compensated under either of these were you not insured with us.
2. If the claim amount is greater, then under our terms and conditions, we compensate up to the amount insured with us.

Article 10. What do we expect of you?

We expect you to take good care of your property. Damage arising from insufficient care and attention will not be compensated. You must therefore take measures to prevent damage, theft and burglary, and limit any damage which does occur as much as possible. As with any insurance, there are rules. You are required to abide by them.

We expect you to:

1. Comply with the law.
2. Take good care of your property.
3. Be sufficiently careful at all times.

Article 11. When do we not pay compensation?

1. In case of damage arising from and/or worsened by:
 - a. Your consent and/or that of any other interested party.
 - b. Your intentional act or omission, intentional or unintentional recklessness or intentional or unintentional evident negligence or that of another person who has a direct interest in the insurance.
 - c. Acts of war, such as armed conflict, civil war, insurrection, civil commotion, uprising or mutiny.
 - d. Nuclear reactions, earthquake or volcanic eruption.
 - e. Fraud (or attempted fraud).
2. In case of damage whereby:
 - a. You were under the influence of alcohol, medicines or intoxicating substances, stimulants or similar substances.
 - b. It is related to a crime you have committed.
3. You damage our interests as a result of your failure to meet your obligations under this agreement.

Article 12. How do we deal with damage resulting from terrorism?

We compensate damage according to the Claims Settlement Protocol (Protocol afwikkeling Claims) of the Dutch Terrorism Risk Reinsurance Company (Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. or NHT). It is stated therein that we may limit compensation, for example in case of terrorism or malicious contamination. The full text of this protocol can be found at www.terrorismeverzekerder.nl.

Article 13. What do we do in case of fraud?

We arrange insurance with each other on the basis of trust. Sometimes, this trust is betrayed, with other insured persons becoming the victims thereof. That is why we do our utmost to track down and investigate fraud. Where there is evidence of fraud, the measures we may take include the following:

1. Not compensating a loss.
2. Recovery from you of compensation you have received.
3. Charging for any additional costs incurred.
4. Cancellation of all of your insurance with us.
5. Making a report to the police and registering the fraud with the Central Information System Foundation (Stichting CIS). By doing so, we warn other insurers about fraudulent persons.

6. Reporting of the personal data in question to the Dutch Association of Insurers's Centre for Fighting Insurance Crime.
7. Recording the personal data in question in the internal Incident Register. This register is accessible only to employees of the Special Affairs department.
8. Recovery of the costs of the internal investigation via SODA, the Direct Liability Service Organisation. A standard compensation of € 532 applies here.

Article 14. What should you do if you have a complaint about us?

Do you have a complaint, or do you disagree with a decision taken on our behalf by an employee? And are you unable to reach a compromise with our employee? Then please fill out the contact form provided at www.unigarant.nl.

Or send your complaint to:
Unigarant N.V.
Complaint Management Department
PO Box 50000
7900 RP Hoogeveen

Should we fail to resolve your complaint to your satisfaction, you may submit it to the competent court or to:

the Financial Services Complaints Tribunal (Kifid)
PO Box 93257
2509 AG The Hague
Tel.: +31 (0)70 333 8999
www.kifid.nl

Article 15. Which law applies?

Dutch law applies to this insurance.

Article 16. How do we handle your personal data?

If you have contact with us or take out insurance with us, we register your details. We handle your details with the utmost care. Privacy legislation applies to this data. Would you like more information about your privacy? Go to www.unigarant.nl/privacy.

We process your personal data in compliance with the Dutch Code of Conduct for the Processing of Personal Data by Insurers. This code may be found on the website of the Dutch Association of Insurers.

Article 17. Who is insured?

The insured persons stated on the policy schedule or booking confirmation.

Article 18. When are you insured?

1. From the time you leave your fixed place of residence until the time you return.
2. Are you in transit for longer than the maximum travel time stated in the policy schedule or booking confirmation as a result of an insured loss? Then you continue to be insured. You do not pay any additional premium for this.

Article 19. In which countries are you insured?

The policy schedule or booking confirmation states where you are insured.

1. Travel insurance
 - a) Europe, defined here as:
 1. The Netherlands. This must involve a stay of at least one night in a hotel, at a campsite or in other holiday accommodation. You need to be able to demonstrate this with an invoice, a proof of booking or by other means.
 2. The other European countries, Russia to the Urals and the Caucasus, Iceland, Madeira, the Azores, the Canary Islands.

3. The non-European countries or parts of these countries adjacent to the Mediterranean Sea: The Asian part of Turkey, Morocco, Tunisia, Algeria, Egypt, Israel, Libya, Syria, Lebanon, Georgia, Armenia and Azerbaijan.

Are you making excursions to other countries during your trip? You are also insured for these.

N.B.: These excursions may not have a duration of longer than 48 hours and must commence from within the insured territory covered.

b) World:

Europe and the rest of the world.

2. Cancellation insurance

The entire world.

Please note:

The countries in which you are insured are stated in each of the following cover types: Replacement Transport and Accommodation, ANWB Vehicle Assistance insurance, Travel Legal Assistance and Transport Legal Assistance.

Special Terms and Conditions

These special terms and conditions apply to the specific types of insurance cover. The policy schedule or booking confirmation states which cover you are insured for.

Article 20. Assistance and unforeseen expenses

What is insured?	<p>1. Assistance</p> <p>If something happens to you when you are travelling, it is important to be able to fall back on your travel insurance. The ANWB Emergency Centre is there for you, day and night. Is your return journey not going as planned, or do you require a medical escort en route? Perhaps you need help in finding replacement transport? The Emergency Centre provides advice, thinks constructively with you and, in collaboration with you, will seek a tailor-made solution. The costs of this assistance are at our expense.</p> <p>2. Unforeseen expenses</p> <p>We compensate the following expenses, where these are unforeseen and necessary, and have been incurred by agreement with ANWB Emergency Centre:</p> <ol style="list-style-type: none"> Additional expenses due to: <ul style="list-style-type: none"> Illness, accident or death of: <ul style="list-style-type: none"> An insured person, travelling companion or accompanying pet. A non-accompanying 1st or 2nd degree family member *). An authorised agent *). Death of a non-accompanying loved one *). No longer being able to use your own means of conveyance (maximum seven days). Delay during the outward and return journey due to strike action or natural disaster. Loss or theft of travel documents. A rescue operation. An emergency at the holiday destination, such as a natural disaster, infectious disease outbreak or serious conflict. Serious material damage to an insured person's home, household effects or business *). An event affecting a travelling companion, as a consequence of which the insured person becomes an unaccompanied traveller (only where this event is also insured under this insurance). The costs of search and rescue operations. Funeral or cremation costs abroad. The costs of transferring a body to The Netherlands. The costs of travel and accommodation of up to 2 people in support of an insured person in case of illness, accident or death. Telephone and internet costs. <p><i>*) In these situations, we also compensate the costs of return to the holiday destination up to 21 days after the original end date of the trip.</i></p>
What is not insured?	<ol style="list-style-type: none"> Medical expenses. (These costs are insured under Medical Expenses cover.) Unforeseen expenses as a consequence of an accident in the practice of a winter sport or (other) niche sport are not insured, unless the insurance includes Winter Sports and Niche Sports cover. You can see on the policy schedule or booking confirmation which types of cover you are insured for.

What do we compensate?	A maximum compensation applies to certain expenses. See the Compensation Overview in relation to this.
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Article 21. Holiday accommodation liability

What is insured?	<ol style="list-style-type: none"> 1. Damage you cause to rented holiday accommodation and the furniture, equipment, fixtures and fittings pertaining thereto. 2. Consequential damage caused directly due to your loss of the key to rented holiday accommodation or a locker.
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What is not insured?	<p>The following damage caused by you is not insured:</p> <ol style="list-style-type: none"> 1. Structural damage (to body, hull, shell) and/or damage to furniture, equipment, fixtures and fittings due to driving or sailing with a rented motor vehicle or vessel. 2. Damage to any object which would also have broken down as a result of normal use due to, for example, wear and tear or inherent defect. This applies even where you feel responsible for the breakage or defect.
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What do we compensate?	There is an upper limit to compensation for certain expenses. See the Compensation Overview in relation to this.
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Article 22. Medical expenses (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

What is insured?	<p>Should you unexpectedly require medical treatment during your trip, you are insured for all necessary medical expenses. It must be clear that the expenses have been incurred on a doctor's orders.</p> <p>Please note:</p> <ul style="list-style-type: none"> • Always contact ANWB Emergency Centre before you incur medical expenses. • This cover only applies if you have a Dutch health insurance. • Medical expenses as a consequence of an accident in the practice of a winter sport or (other) niche sport are not insured, unless the insurance includes Winter Sports and Niche Sports cover. You can see on the policy schedule or booking confirmation which types of cover you are insured for.
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What is not insured?	<ol style="list-style-type: none"> 1. When the treatment could have been postponed until after returning to The Netherlands. 2. The voluntary excess on your health insurance. 3. The costs of transport you incur for aftercare in The Netherlands. 4. When attempted suicide or self-mutilation takes place. 5. Under Basic cover: medical expenses in The Netherlands
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What do we compensate?	<p>Are you travelling abroad? Then we compensate the costs from the start of the medical treatment until the first possible date on which you can return to The Netherlands. We also compensate the statutory excess pertaining to your health insurance.</p> <p>Have you had an accident abroad for which you will need further treatment in The Netherlands? Then we compensate these treatments for up to half a year after the accident.</p> <p>When you have suffered damage to your teeth due to accident, you may also have your dentist in The Netherlands repair this. This treatment must take place within three months of the accident.</p> <p>A maximum compensation applies to certain expenses. See the Compensation Overview in relation to this.</p>
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Article 23. Luggage, Money, Additional hobby and sports equipment (these types of cover only apply where such is explicitly stated in the policy schedule or booking confirmation)

What is insured?	<ol style="list-style-type: none"> 1. Your luggage is insured for loss due to theft, loss or damage. 2. Does your insurance also cover money and/or additional hobby and sports equipment in addition to your luggage? Then the terms and conditions for luggage also apply to these. 3. The costs of sending back luggage after an insured event and of replacement clothing and toiletries if the luggage was missing or delayed for longer than 24 hours. 4. Following the theft/loss of keys: the costs of acquiring or sending on new keys and/or new locks.
What is not insured?	<p>The following damage is not insured:</p> <ul style="list-style-type: none"> • Damage due to failure on your part to handle your luggage with due care and attention. See also: What are your obligations? • Damage consisting solely of scratches, stains and suchlike, unless you can no longer use the items affected.
What is your excess?	The excess is stated on the policy schedule or booking confirmation.
What are your obligations?	<p>Take good care of your luggage! Theft or loss of your luggage is most upsetting. Therefore, leave as little as possible to chance and always take the best possible measures. Wherever you are and wherever you are going. We devote much attention on our website to the prevention of luggage theft. Please read it carefully!</p> <p>What you definitely must do Treat your luggage with due care and attention. What this means depends on the situation you find yourself in. In any case, remember to:</p> <ol style="list-style-type: none"> 1. Store your luggage out of sight. Use a roof box or boot which can be securely locked. But do not leave your luggage there for too long. 2. Always keep your luggage close to you. Do this especially when it contains expensive items. And always do this when you have your luggage with you at any airport, train station, parking space, beach or other busy place. 3. Ensure that you do not leave your luggage anywhere without direct supervision. 4. Where possible, use lockers or other secure storage facilities. <p>What you should avoid doing This also depends on the situation you find yourself in. In any case, remember to:</p> <ol style="list-style-type: none"> 1. Cover up luggage in the car with a sheet or blanket when you could also place the object out of view in the boot. In order to prevent theft, it is important that thieves not be able to see your luggage or its outlines. 2. Leave valuable items unattended under a beach towel if, for example, you briefly go swimming. Ensure that someone keeps a watch on your valuable luggage at all times. 3. Have your valuables transported as hold luggage when you travel by aeroplane or public transport.

	<p>4. Leave luggage unattended in your car. Where possible, always choose supervised parking facilities.</p> <p>We find it important that you continue to think carefully about what you can do in order to minimise the chance of damage to or theft of your luggage. Should something still happen to you, in our evaluation, we always assess the damage according to your individual situation.</p>
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What do we compensate?	<p>In case of damage (including total loss) or theft, we compensate the current value.</p> <p>If your items can be repaired, then we compensate the costs of repair up to a maximum of the current value.</p> <p>See the Compensation Overview for the maximum compensation amounts.</p>
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Article 24. Winter Sports and Niche Sports (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

What is insured?	<p>You are insured for the practice of winter sports and niche sports.</p> <p>At unigarant.nl, you can find a list of winter sports and niche sports. This list states the sports for which the costs of Unforeseen Expenses and Medical Expenses are compensated and/or whether you receive a benefit in case of accident.</p>
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What do we compensate?	<p>We compensate the costs below where these relate to the practising of winter sports and niche sports:</p> <ol style="list-style-type: none"> 1. Unforeseen expenses. See under Unforeseen expenses for details of cover. 2. Costs of skiing lessons and/or ski pass paid by you in advance. We compensate costs for the days you were unable to avail of due to illness, accident or condition. 3. The hire of replacement sports equipment if your own equipment is damaged, stolen or lost during the trip. This cover also applies if your sports equipment is lost at the airport following an aeroplane journey. 4. Damaged, lost or stolen sports equipment. See under Luggage for details of cover. 5. Cover for medical expenses if you have taken out the additional Medical expenses insurance. See under Medical expenses for details of cover. 6. Benefit in case of permanent disability or death if you have taken out additional Accidents cover. See under Accidents for details of cover.
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Article 25. Accidents (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

What is insured?	<p>If, during a trip, you or another insured person die or become permanently disabled as a result of an accident, we pay out a sum.</p> <p>Please note:</p> <ul style="list-style-type: none"> • Accidents during the practising of winter sports are only insured if you have Winter Sports insurance cover.
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What is not insured?	<ol style="list-style-type: none"> 1. Any accident while driving a motor vehicle for which you did not have a valid driving licence. 2. When suicide or self-mutilation (or any attempt to either thereof) takes place.
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What do we compensate?	<p>We compensate:</p> <ol style="list-style-type: none"> 1. In case of permanent disability: an amount based on the percentage of permanent disability determined. See also the Compensation Overview 2. In case of death: see the Compensation Overview
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How do we determine the extent of permanent disability?	<p>The extent of permanent disability is determined on the basis of the information gathered by us and the medical adviser. We may engage a medical specialist if we do not have sufficient information. We will pay the cost of the examination.</p> <p>Were you already permanently disabled before the accident, and was this made worse by the accident? In such cases, we assess the extent of the permanent disability before and after the accident.</p> <p>Has no final medical situation been reached on completion of our medical examination? And, in either our view or yours, can the extent of disability still change? Then we will examine your medical situation again, no more than three years after the accident. The extent of disability determined at that time is then taken to be the final medical situation. This is the case even where the medical specialist states that there is as yet no final medical situation.</p> <p>We base the amount of the compensation on the percentage referred to in the most recent edition of the American Medical Association (AMA) Guides to the Evaluation of Permanent Impairment. Neither your profession nor your hobby are taken into account in this regard.</p>
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What are your obligations?	<p>You are obliged to inform us as quickly as possible that an accident has taken place. We require your assistance in order to properly determine what the consequences of the accident are. It is therefore necessary that you do the following after any accident:</p> <ul style="list-style-type: none"> • You submit to medical treatment as soon as possible and cooperate fully on your recovery. • You provide us or a medical adviser designated by us with all of the information we desire. • You cooperate with any investigation we conduct. <p>Have you failed to report the accident within three years? Then you may no longer claim under this insurance policy.</p> <p>In case of death The beneficiary is obliged to grant approval and render assistance in respect of all measures that we deem necessary in determining the cause of death.</p>
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Article 26. Travel legal assistance (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

Who is insured?	<p>The following persons are insured:</p> <ol style="list-style-type: none"> 1. The insured person. 2. The insured person's surviving relative(s), to the extent that this person himself or herself/these persons themselves has/have suffered damage as defined in Section 108 of Book 6 of the Dutch Civil Code.
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Who handles your case?	<p>The legal assistance is provided by the legal assistance foundation Stichting MRT Rechtsbijstand, trading under the name of ANWB Legal Assistance, PO Box 739, 7900 AS, Hogeveen (www.anwbrechtsbijstand.nl, email: info@anwbrechtsbijstand.nl).</p>
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	<p>ANWB Legal Assistance deals with the insured person's case as follows:</p> <ol style="list-style-type: none"> 1. If ANWB Legal Assistance deems that legal assistance has a reasonable chance of success, legal assistance will be provided. Should ANWB Legal Assistance deem that there is no reasonable chance of success, ANWB Legal Assistance will provide a substantiated explanation as to why it will not (or will no longer) take up the case. 2. If ANWB Legal Assistance does take up a case, it will first attempt to reach an amicable settlement in consultation with the insured person. 3. An assignment given to a lawyer or other expert may only be given by ANWB Legal Assistance. 4. ANWB Legal Assistance has the option of settling the claim in respect of the insured person to which the legal assistance cover applies, if the costs of legal assistance exceed the insured person's financial interest. 5. Should direct legal assistance be required in case of accident abroad, the insured person may independently assign a lawyer to provide him with legal assistance. He must first receive the consent of ANWB Legal Assistance for this.
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What is insured?	<p>The insured person is insured as a private individual for the costs of legal assistance in relation to the events stated below. These events must relate to a trip insured under this travel insurance. The insured person made, or will make, this trip in the period in which legal assistance was/is covered under the insurance.</p> <p>No rights may be derived from this travel legal assistance if:</p> <ul style="list-style-type: none"> - The event took place before the inception date. - The event was foreseeable at the time this additional insurance was taken out. <p>The following are insured:</p> <ol style="list-style-type: none"> 1. Recovery assistance Legal assistance in the recovery of damage caused to the insured person or his property by someone else. 2. Legal assistance for consumer contract disputes Legal assistance in case of disputes concerning contracts entered into by the insured person in relation to the trip. This also includes the rental of a vessel and/or motor vehicle. 3. Legal assistance for criminal cases Legal assistance in criminal proceedings brought against the insured person. If criminal prosecution can be avoided through the payment of a penalty or redemption sum, there is no cover. 4. Deposit The advance of a deposit of up to € 12,500 for the insured person: <ol style="list-style-type: none"> a. For his release. b. For the lifting of attachment on his property.
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In which countries are you insured?	Europe (see article 26.1.a) and Australia, Canada, Indonesia, New Zealand, the United States, Sint Maarten, Curaçao, Aruba and the Dutch municipalities of Saba, Bonaire and Sint Eustatius.
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What is not insured?	<p>There is no cover in the following situations:</p> <ol style="list-style-type: none"> 1. The insured person lives at a fixed address or place of residence outside of The Netherlands though within the territory covered for more than two months per year. 2. Without consulting ANWB Legal Assistance, the insured person has engaged a lawyer or other representative. 3. The insured person reports the case more than a year after the event in relation to which ANWB Legal Assistance is being requested. 4. There is a dispute with the government in relation to import regulations and levies.
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	<ol style="list-style-type: none"> 5. There is a legal dispute in relation to a vessel or motor vehicle personally owned or borrowed by the insured person. 6. The insured person has intentionally broken the law or failed to comply with tax provisions (including customs regulations). 7. The insured person has a dispute with us regarding the interpretation and implementation of this insurance agreement. 8. The interest in the case is less than € 150. 9. A violent offence has occurred.
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What are your obligations?	<p>As soon as you are aware of any event in relation to which you wish to avail of legal assistance, you must:</p> <ol style="list-style-type: none"> 1. Notify Unigarant N.V. in writing of all relevant facts as soon as possible, and in any case within one year of the event. Unigarant will ensure that ANWB Legal Assistance receives your notification. 2. Send all correspondence and documents received to ANWB Legal Assistance as soon as possible, without responding to these yourself. 3. Provide your fullest cooperation to ANWB Legal Assistance or its lawyer or expert. 4. Refrain from doing anything which might damage the interests of ANWB Legal Assistance. 5. In case of prosecution by a foreign government, contact ANWB Legal Assistance immediately, submitting all documents.
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What do we compensate?	<p>Per event, we compensate:</p> <ol style="list-style-type: none"> 1. ANWB Legal Assistance's handling costs. 2. The costs of a lawyer, bailiff or any other expert engaged by ANWB Legal Assistance, where you cannot be reimbursed for these costs under statutory provisions. 3. Legal and enforcement costs, and the costs of any binding decision or arbitration. Redemption sums, fines and other penalty measures imposed are not insured. 4. The costs of witnesses, where awarded by the court. 5. Any reasonably incurred travel and accommodation costs agreed to by ANWB Legal Assistance, if you have to appear before a foreign court in person. <p>There is an upper limit to compensation for certain events. See the Compensation Overview in relation to this.</p> <p>Compensation if the other party cannot pay If the liable party cannot pay, and the damage cannot be recovered by any other means, ANWB Legal Assistance will compensate all insured persons collectively for up to € 500 per event.</p>
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What if I do not agree with ANWB Legal Assistance's position?	<ol style="list-style-type: none"> 1. If you do not agree with ANWB Legal Assistance's opinion that there is no reasonable chance of success, then you must notify ANWB Legal Assistance of this in writing, stating your reasons. Then, after consulting with ANWB Legal Assistance, you may seek the advice of a lawyer of your own choice at ANWB Legal Assistance's expense. Only ANWB Legal Assistance may give the lawyer the assignment. If the lawyer agrees with you, ANWB Legal Assistance will proceed with the case according to the lawyer's opinion. 2. If the lawyer does not agree with you (or does not do so entirely), you may then take on the case at your own expense. If the outcome you had intended to reach is ultimately achieved, ANWB Legal Assistance will compensate any costs you have incurred.
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Article 27. Transport legal assistance (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

Who is insured?	<p>The following persons are insured:</p> <ol style="list-style-type: none"> 1. The insured person. 2. The insured person's surviving relative(s), to the extent that this person himself or herself/these persons themselves has/have suffered damage as defined in Section 108 of Book 6 of the Dutch Civil Code.
Who handles your case?	<p>The legal assistance is provided by the legal assistance foundation Stichting MRT Rechtsbijstand, trading under the name of ANWB Legal Assistance, PO Box 739, 7900 AS, Hogeveen (www.anwbrechtsbijstand.nl, email: info@anwbrechtsbijstand.nl).</p> <p>ANWB Legal Assistance deals with the insured person's case as follows:</p> <ol style="list-style-type: none"> 1. If ANWB Legal Assistance deems that legal assistance has a reasonable chance of success, legal assistance will be provided. Should ANWB Legal Assistance deem that there is no reasonable chance of success, ANWB Legal Assistance will provide a substantiated explanation as to why it will not (or will no longer) take up the case. 2. If ANWB Legal Assistance does take up a case, it will first attempt to reach an amicable settlement in consultation with the insured person. 3. An assignment given to a lawyer or other expert may only be given by ANWB Legal Assistance. 4. ANWB Legal Assistance has the option of settling the claim in respect of the insured person to which the legal assistance cover applies, if the costs of legal assistance exceed the interest. 5. Should direct legal assistance be required in case of accident abroad, the insured person may independently assign a lawyer to provide him with legal assistance. He must first receive the consent of ANWB Legal Assistance for this.
What is insured?	<p>The insured person is insured as a private individual for the costs of legal assistance in relation to the events stated below. These events must relate to a trip insured under this travel insurance. The insured person made, or will make, this trip in the period in which legal assistance was/is covered under the insurance.</p> <p>No rights may be derived from this travel legal assistance if:</p> <ul style="list-style-type: none"> - The event took place before the inception date. - The event was foreseeable at the time this additional insurance was taken out. <p>The following are insured:</p> <ol style="list-style-type: none"> 1. Recovery assistance. Legal assistance in the recovery of damage you have suffered due to a road accident in which the insured motor vehicle was involved. 2. Legal assistance for criminal cases. Legal assistance if you have to face trial in connection with a minor or serious offence committed with the motor vehicle. If criminal prosecution can be avoided through the payment of a penalty or redemption sum, there is no cover. 3. Legal assistance in connection with the seizure of your driving licence, vehicle registration certificate or motor vehicle in relation to the use of the insured motor vehicle. 4. Deposit The advance of a deposit of up to € 12,500 for the insured person: <ol style="list-style-type: none"> a. For his release. b. In order to lift any attachment on his motor vehicle.

In which countries are you insured?	Europe (see article 26.1.a) with the exception of Russia to the Urals and the Caucasus, Iceland, Madeira, the Azores, the Canary Islands and non-European countries or parts of countries adjacent to the Mediterranean Sea.
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What is not insured?	<p>There is no cover in the following situations:</p> <ol style="list-style-type: none"> 1. The insured person lives at a fixed address or place of residence outside of The Netherlands though within the territory covered for more than two months per year. 2. Without consulting ANWB Legal Assistance, the insured person has engaged a lawyer or other representative. 3. The insured person reports the case more than a year after the event in relation to which ANWB Legal Assistance is being requested. 4. There is a dispute with the government in relation to import regulations and levies. 5. The insured person has intentionally broken the law or failed to comply with tax provisions (including customs regulations). 6. The insured person has a dispute with us regarding the interpretation and implementation of this insurance agreement. 7. The interest in the case is less than € 150. 8. A violent offence has occurred.
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What are your obligations?	<p>As soon as you are aware of any event in relation to which you wish to avail of legal assistance, you must:</p> <ol style="list-style-type: none"> 1. Notify Unigarant N.V. in writing of all relevant facts as soon as possible, and in any case within one year of the event. Unigarant will ensure that ANWB Legal Assistance receives your notification. 2. Send all correspondence and documents received to ANWB Legal Assistance as soon as possible, without responding to these yourself. 3. Provide your fullest cooperation to ANWB Legal Assistance or its lawyer or expert. 4. Refrain from doing anything which might damage the interests of ANWB Legal Assistance. 5. In case of prosecution by a foreign government, contact ANWB Legal Assistance immediately, submitting all documents.
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What do we compensate?	<p>Per event, we compensate:</p> <ol style="list-style-type: none"> 1. ANWB Legal Assistance's handling costs. 2. The costs of a lawyer, bailiff or any other expert engaged by ANWB Legal Assistance, where you cannot be reimbursed for these costs under statutory provisions. 3. Legal and enforcement costs, and the costs of any binding decision or arbitration. Redemption sums, fines and other penalty measures imposed are not insured. 4. The costs of witnesses, where awarded by the court. 5. Any reasonably incurred travel and accommodation costs agreed to by ANWB Legal Assistance, if you have to appear before a foreign court in person. <p>There is an upper limit to compensation for certain events. See the Compensation Overview in relation to this.</p> <p><u>Compensation if the other party cannot pay</u> If the liable party cannot pay, and the damage cannot be recovered by any other means, ANWB Legal Assistance will compensate all insured persons collectively for up to € 500 per event.</p>
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What if I do not agree with ANWB	<ol style="list-style-type: none"> 1. If you do not agree with ANWB Legal Assistance's opinion that there is no reasonable chance of success, then you must notify ANWB Legal
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Legal Assistance's position?	<p>Assistance of this in writing, stating your reasons. Then, after consulting with ANWB Legal Assistance, you may seek the advice of a lawyer of your own choice at ANWB Legal Assistance's expense. Only ANWB Legal Assistance may give the lawyer the assignment. If the lawyer agrees with you, ANWB Legal Assistance will proceed with the case according to the lawyer's opinion.</p> <p>2. If the lawyer does not agree with you (or does not do so entirely), you may then take on the case at your own expense. If the outcome you had intended to reach is ultimately achieved, ANWB Legal Assistance will compensate any costs you have reasonably incurred.</p>
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Article 28. Replacement transport and accommodation (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

What is insured?	<p>You are insured for replacement transport and accommodation if you can no longer use your motor vehicle, bicycle, caravan, tent trailer or tent during your trip, as a result of:</p> <ol style="list-style-type: none"> 1. A cause of damage which occurred no more than thirty days prior to, or during, the trip. 2. A mechanical failure which occurred no more than two days prior to, or during, the trip. And which cannot be remedied within one working day.
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In which countries are you insured?	All European countries, with the exception of Iceland, Madeira, the Azores, the Canary Islands and Russia to the Urals and the Caucasus.
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What do we compensate?	<p>We compensate the following expenses, where these are unforeseen and necessary.</p> <p>In case of replacement transport:</p> <ol style="list-style-type: none"> 1. Up to € 75 per day, to a maximum of € 2,000 per trip. This compensation ceases on the first working day after your return home. 2. The costs of commuting the excess on the replacement transport insurance. 3. The additional costs of transporting luggage up to € 250, if transporting it with the replacement transport is not possible. <p><i>Please note: We do not compensate the costs of insurance, repairs and fuel.</i></p> <p>In case of replacement accommodation:</p> <ol style="list-style-type: none"> 1. Rental of replacement accommodation, for a period of up to thirty days. 2. A maximum of € 125 per day, for a period of up to thirty days, if you do not wish to, or cannot, make use of the replacement accommodation.
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Article 29. Vehicle Assistance (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

What is insured?	<p>You receive assistance if the motor vehicle referred to in the policy schedule unexpectedly ceases to function during the trip due to breakdown or accident. We assist you in finding a repair garage. What if you encounter language problems? Then ANWB Emergency Centre will help you. Have you also insured your trailer? Then the assistance also applies to this trailer.</p> <p>We arrange a replacement driver if:</p> <ol style="list-style-type: none"> 1. Due to an unforeseen event, you or another passenger are no longer capable of driving the vehicle back to The Netherlands. 2. You suddenly need to return home due to serious circumstances (including those involving your family).
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In which countries are you insured?	All European countries, with the exception of Iceland, Madeira, the Azores, the Canary Islands and Russia to the Urals and the Caucasus.
What do we compensate?	<p>We compensate:</p> <ol style="list-style-type: none"> 1. The costs of wages for roadside assistance providers. 2. The costs required to recover the motor vehicle and/or trailer or to transport it/them to the nearest garage. 3. The costs of ordering and shipping non-available parts required in order to make the motor vehicle and/or trailer roadworthy once more. The costs of parts are at your own expense. If necessary, we will advance these costs and bill you for them in arrears. What happens if you incur costs in the collection of the sent parts? Then we will also compensate these costs. <p>If the vehicle and/or the trailer cannot be repaired within two working days, then we will arrange the return of the motor vehicle and/or trailer and luggage from abroad to an address in The Netherlands.</p> <p>If the motor vehicle and/or trailer and luggage need to be garaged/stored in anticipation of transport or import, we will also compensate these garage/storage charges.</p> <p>Please note: <i>We and ANWB Emergency Centre are not liable in case of damage to or loss of the motor vehicle and/or trailer and luggage during garaging/storage.</i></p> <p>Are the motor vehicle and/or trailer not considered eligible for transport? Because, for example, the costs of their transport are higher than the current value of the motor vehicle and/or trailer? Then we arrange for the import and/or destruction of the motor vehicle and/or trailer in the country in which it is located. Alternatively, we sell the motor vehicle and/or trailer. In both situations, we help you with the transportation of the luggage.</p>

Article 30. Business trip

What is insured?	You are insured for a trip and/or stay with a business purpose for the types of cover referred to in the policy schedule or booking confirmation.
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Article 31. Cancellation (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)

What is insured?	<p>You are insured for:</p> <ol style="list-style-type: none"> 1. The costs of cancelling a trip, accommodation or airline ticket. 2. A daily reimbursement in case your trip is terminated early.
In which situations are your cancellation charges compensated?	<p>You will receive compensation for the cancellation charges in the following situations:</p> <p>Medical and death</p> <ol style="list-style-type: none"> 1. Illness, medically necessary treatment, accident or death of: <ul style="list-style-type: none"> • An insured person. • A family member in the 1st or 2nd degree • A housemate

	<ul style="list-style-type: none"> • The person with whom you would have resided during your holiday. <ol style="list-style-type: none"> 2. Death of a family member in the 3rd degree 3. Death of a loved one during the trip 4. Having to provide informal care. 5. Pregnancy (and complications during pregnancy). 6. Complications while obtaining a mandatory vaccination for the trip. <p>Work</p> <ol style="list-style-type: none"> 7. You have involuntarily become unemployed or you get another job. <p>Home</p> <ol style="list-style-type: none"> 8. You buy or sell your own home, in the course of which the handover or transfer takes place before or during the planned holiday period. 9. You are allocated a rental home before or during the planned holiday period. <p>Relationship</p> <ol style="list-style-type: none"> 10. You and your partner separate. <p>Course/training</p> <ol style="list-style-type: none"> 11. You have to retake an examination or test unexpectedly. <p>Adoption</p> <ol style="list-style-type: none"> 12. You are assigned an adopted child or foster child, or there are complications around the process. <p>Travel documents</p> <ol style="list-style-type: none"> 13. Your visa application is not granted (or not granted in a timely manner). 14. Your travel documents are stolen or lost. <p>Other circumstances</p> <ol style="list-style-type: none"> 15. Your means of conveyance and/or the trailer with which you were to undertake your trip or are travelling can no longer be used due to an external reason, such as a collision, theft or fire, and can no longer be repaired prior to departure. 16. Your accommodation is no longer available because it has been damaged or is no longer accessible. 17. You cannot depart or must return sooner because your property, such as your home, household effects or business premises have been seriously damaged. 18. A travelling companion who is not co-insured on this policy cancels the trip or needs to return earlier, as a result of which you would become an unaccompanied traveller.
	<p>Composite trip (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)</p> <ol style="list-style-type: none"> 19. A component of a self-composed composite trip is cancelled unexpectedly. N.B.: this is not insured if the cancellation of this component is the consequence of the liquidation of the provider in question.
	<p>Group cancellation (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)</p> <ol style="list-style-type: none"> 20. The costs for the cancellation or compensation for the breaking off of the trip are insured for all insured persons if one of the insured persons has to cancel the trip or break it off early as a result of illness, accident or the death of a loved one of this insured person.
	<p>Pets (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)</p> <ol style="list-style-type: none"> 21. You are additionally insured for the costs of cancellation of the trip and the stay of a pet in an animal shelter, in connection with the illness, accident or death of your pet.
	<p>Authorised agent (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)</p> <ol style="list-style-type: none"> 22. You are additionally insured if you must cancel in connection with the illness, accident or death of your authorised agent.

	<p>Emergencies (this insurance cover only applies where such is explicitly stated in the policy schedule or booking confirmation)</p> <p>23. You are additionally insured if you cancel because there is an emergency situation at your travel destination involving serious risks to health and safety.</p> <p>Emergency is here defined as:</p> <ol style="list-style-type: none"> Terrorist attacks Outbreak of an infectious disease Natural disasters such as earthquake, fire (including forest fire), volcanic eruption or tsunami Civil commotion or riot Strikes which seriously disrupt public life Any other event for which the Dutch Ministry of Foreign Affairs has issued a dissuasive travel advice. <p>N.B.: you are sometimes dependent on a tour operator or airline as to whether the trip/flight will proceed. If a dissuasive travel advice has been issued for your destination, the trip/flight will in most cases not proceed. You often receive your money back or are given the opportunity to rebook your trip free of charge. In such cases, there are no cancellation charges, and you cannot claim on this insurance.</p> <p>If the trip/flight does proceed, but you cancel yourself, then you will be faced with cancellation charges. You will be compensated for the cancellation charges if it is reasonably established that the emergency is still ongoing fourteen days prior to the planned date of departure or less, or on the departure date itself.</p> <p>In order to avoid unnecessary cancellation charges, please consult with the tour operator, airline or other agent(s) in a timely manner.</p>
What is not insured?	The cancellation of a trip due to an event which was known of, or could reasonably have been anticipated, at the time the trip, accommodation or ticket was booked, is not insured.
What is your excess?	The excess is stated on the policy schedule or booking confirmation.
What do we compensate?	<p>We compensate the following up to the maximum insured sum referred to in the policy schedule or booking confirmation:</p> <ol style="list-style-type: none"> The cancellation charges in case of the cancellation of any trip. A daily reimbursement for untaken days' holiday: <ol style="list-style-type: none"> If you have to break off your trip earlier than planned. In the event of an insured person's hospitalisation. In the event of the delay of a means of public transport during the outward journey: <ol style="list-style-type: none"> Of 8 – 20 hours: 1 day. Of 20 – 32 hours: 2 days. More than 32 hours: 3 days. The costs of rebooking the trip: <ol style="list-style-type: none"> If cancellation of the entire trip can be avoided as a result. To another means of conveyance, following a medical recommendation. The increase in the original travel sum per person in case of partial cancellation. In the event of cancellation of a concert or theatre ticket: the cost of the ticket.

	Maximum compensation on tickets (this insurance cover only applies where such is explicitly stated in your policy schedule or booking confirmation)
Insured	This cover also applies to theatre tickets
Compensation	For non-refundable airline tickets (100% of the value in case of cancellation) a maximum of 70% of the ticket price is compensated (including airport taxes)

Article 32. Compensation overview

The maximum compensation amounts referred to below apply per loss event unless otherwise stated. These only apply where your policy schedule or booking confirmation states you are insured for the cover in question.

Unforeseen expenses	Basic	Comprehensive
• Additional costs of hospital visit of travelling companions	€ 15 per day up to a maximum of € 300 per travel party	€ 15 per day up to a maximum of € 300 per travel party
• Additional transport costs with ANWB Emergency Centre consent	cost price	cost price
• Travel expenses for private transport per kilometer	€ 0.25	€ 0.25
• Accommodation expenses per insured person per day	€ 75	€ 75
• Costs of necessary accommodation of up to 2 assistants per day	€ 75 per person per day	€ 75 per person per day
• Funeral/cremation costs abroad per insured person. This includes the travel of any family members and other loved ones.	€ 3,500	€ 3,500
• Additional costs due to loss or theft of travel documents	€ 600 per travel party	€ 600 per travel party
• Additional telephone and internet costs per travel party	€ 250	€ 250
• Additional telecommunication costs in relation to contact with the ANWB Emergency Centre	cost price	Cost price
• Medical expenses for an accompanying pet	not applicable	€ 150
• Costs of transporting a pet in case of the repatriation of an insured person	€ 450	€ 450
Holiday accommodation liability	€ 1,100	€ 1,100
Medical expenses per insured person		
• Medical expenses abroad (excluding dental expenses)	cost price	cost price
• Medical expenses in The Netherlands (excluding dental expenses)	not applicable	€ 1,600
• Dental expenses	not applicable	€ 600
Travel legal assistance		
• Per event	not applicable	€ 25,000
Transport legal assistance		
• Per event	not applicable	€ 25,000
Luggage, per insured person per trip	€ 2,000	€ 4,100
- Digital/electronic equipment, including accessories, such as camera, photographic, film and video equipment, laptop, tablet, computer (including gaming computers)	€ 300	€ 3,100
- Prosthetic devices, hearing aids, braces	€ 300	€ 2,600
- Glasses and contact lenses	€ 300	€ 1,100
- Bicycle (including rental bicycles), e-bike and bicycle trailer	€ 300	€ 1,100
- Mobile telephone	€ 300	€ 1,100

- Jewellery, watches, fur, silver and gold, gemstones and pearls	€ 300	€ 1,100
- Hobby and sports equipment per item	€ 300	€ 1,100
- Articles which are intended as gifts	€ 300	€ 1,100
- Drone	€ 300	€ 600
- Articles purchased during the trip, such as presents and souvenirs	€ 300	€ 600
- Money	not applicable	€ 350 (€ 600 per travel party)
Replacement/sending on of keys/locks	€ 150	€ 150
Replacement clothing and toiletries	€ 600	€ 600
Per travel party per trip:		
- Car radio and non-inbuilt navigation system	€ 300	€ 1,600
- Tools and spare parts	€ 300	€ 600
- Additional hobby and sports equipment	not applicable	€ 3,500
Accidents per insured person		
• Benefit in case of death	€ 25,000	€ 35,000
• Benefit in case of 100% permanent disability	€ 75,000	€ 100,000
Cancellation per insured person per trip	To a maximum of the insured sum (see the policy schedule or booking confirmation)	To a maximum of the insured sum (see the policy schedule or booking confirmation)