



ANKER
TRAVEL INSURANCE

Insurance arrangements
Damage to lodging accommodation
va-ati-slv mei 2019

Anker Insurance Company n.v.

General information on Damage to Lodging Accommodation

Getting to know your cover.

You have taken out an insurance with Anker. These insurance arrangements provide you with information on who we are and about what is included in the policy and what is not included in the policy, and also what you can expect from us and what we expect from you. It is important, for you as well as for us, that you are informed about these arrangements. We recommend that you read this information carefully.

Insurance arrangements

The period of cover of the insurance is specified on your policy schedule. This insurance is an individual liability insurance for you as tenant of a holiday accommodation booked for a temporary stay, which we call lodging accommodation. You are insured for damage to the lodging accommodation itself or the property of the landlord belonging to or around the lodging accommodation. In arrangement 2 (What is insured?), we explain this in more detail.

- You can read what happens if you suffer damage. When you will receive compensation and when you will not receive compensation. And what you have to do when you suffer damage.
- A glossary forms an integral part of this insurance. In this glossary we give an explanation of the terms used in the arrangements. The first time that a term is used, which we wish to explain to you, the word is underlined. You can find the glossary at the bottom of these insurance arrangements.
- If in these arrangements we use the word “you”, we refer to all the persons who are covered on the basis of this insurance.

Do you have any questions about the insurance?

You are requested to contact your insurance adviser. They will be pleased to help you.

How do you report a damage?

Do you want to report a damage? You can submit your claim your insurance adviser.

Index

| | |
|------------------------------------------------------------|----------|
| 1 General | 4 |
| 1.1 Who are we? | 4 |
| 1.2 Who are insured? | 4 |
| 1.3 Where are you insured? | 4 |
| 1.4 Commencement, end and duration of your insurance | 4 |
| 2 What is insured? | 4 |
| 2.1 Cover for Damage to Lodging Accommodation | 4 |
| 2.2 Your liability | 5 |
| 2.3 What do we reimburse?..... | 5 |
| 3 When do you not receive compensation? | 5 |
| 4 General obligations | 6 |
| 4.1 Obligations ensuing from the insurance | 6 |
| 4.2 Report damage as soon as possible | 6 |
| 4.3 Report damage to the landlord | 6 |
| 5 Premium | 6 |
| 5.1 Payment..... | 6 |
| 5.2 Return of premium..... | 6 |
| 6 How we handle your claim? | 7 |
| 6.1 Assessment and handling of the claim | 7 |
| 6.2 Payment..... | 7 |
| 6.3 Time limit for a right to payment | 7 |
| 6.4 Double insurance..... | 7 |
| 6.5 Revendication of non-insured services and costs | 7 |
| 7 Do you have a complaint? | 7 |
| 7.1 Are you not satisfied? | 7 |
| 7.2 Which law applies to your insurance? | 8 |
| 8 How do we use your data? | 8 |
| 8.1 Privacy and the use of your personal data | 8 |
| 8.2 Which address do we use to inform you? | 8 |
| 9 Glossary | 9 |

1 General

1.1 Who are we?

We are Anker Insurance Company n.v. We are the insurer.

1.2 Who are insured?

Insured is the tenant of the lodging accommodation and the lodging companions of the tenant named on the booking form of the rented accommodation. They all must have their habitual residence in the Netherlands and must be recorded in the Dutch population register.

If in these insurance arrangements, we use the term 'you', we refer to *all the* persons who are insured on the basis of this insurance

1.3 Where are you insured?

You are insured in the whole world.

1.4 Commencement, end and duration of your insurance

The commencement and end of the cover of your insurance is specified on your policy schedule. The insurance is not valid if the full duration of the stay has not been insured.

Effective date of the insurance

The cover becomes effective as soon as you and/or your luggage have occupied the lodging accommodation (including an hotel room or a boat) at the commencement of the agreed rental period.

Termination of the insurance

The cover of your insurance terminates as soon as you and/or your luggage leave the lodging accommodation at the end of the rental period.

The cover also ends at the expiry date specified on your policy schedule. If the damage has arisen after the expiry date, we will not compensate for any damage. Except if your stay in the lodging accommodation lasts longer due to an unforeseen delay outside your control, for example, due to extreme weather conditions or a serious and immediate medical condition of a lodging companion. In that case the cover continues to be valid until the first possible time of departure from the lodging accommodation.

Extending your cover

If you wish to extend your insurance and if there is an unforeseen delay against your wishes, as a result of which you must stay longer in the lodging accommodation, we will consider your request as a new Damage to Lodging Accommodation insurance.

2 What is insured?

This insurance provides cover for material damage to the lodging accommodation. In this insurance arrangement you can read when we pay compensation

The situations referred to below must have taken place during the term of your insurance.

2.1 Cover for Damage to Lodging Accommodation

Compensation will be paid for:

- Damage to the lodging accommodation, the inventory belonging to the lodging accommodation including playground equipment items and private swimming pool in the garden of the lodging accommodation forming part of the accommodation rented by you.
- Damage to a safe-deposit box hired during the stay as a result of its key being lost.
- Damage to the front door if it has to be broken open as a result of the key of the lodging accommodation getting lost.
- The retention of the deposit paid in advance in the event of damage to the hired boat.

2.2 Your liability

We pay the damage if you are liable for the damage to the lodging accommodation or damage to the inventory and objects referred to hereinabove (arrangement 2.1 Cover for Damage to Lodging Accommodation).

2.3 What do we reimburse?

The claim must exceed € 25.00. The maximum payment of claims amounts to € 2,500.00 per rental agreement. This amount is the sum insured, which means that in the event of damage we will never pay an amount higher than this amount.

3 When do you not receive compensation?

In certain situations you will not receive compensation from us. Hereinafter you can read which situations are concerned.

No compensation is paid for damage if the damage involves:

- deceit and/or fraud. If you make a false statement and/or gives an incorrect version of events. For instance, if you lie about the cause of the damage with a view to obtaining compensation. In that case we will not pay any compensation. If damage is caused to several items and/or by different causes of the damage and you make a false statement in respect of one of the damages, we will pay no compensation at all for any of the damages. The right to payment shall then cease for all the claims, even in respect of the claim(s) for which no false statements were made;
- negligence. If you fail to fulfil any of the obligations resting on you under this insurance policy;
- intent or gross negligence. You must make every effort to prevent, or to limit damage as far as possible;
- acts of war. Including: armed conflict, civil war, insurrection, internal civil commotion, riots and mutiny. The six forms of acts of war, as well as the definitions of such, from part of the text filed in the register of 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.
- terrorist attacks. Is the damage or the conflict caused by an terrorist action? Then you will probably receive less or no compensation. Terrorist attacks is insured with the Dutch Terrorism Risk Reinsurance Company (*Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.*). More information can be found in the clauses sheet on Terrorism Cover and the Claims Settlement Protocol of the Dutch Terrorism Risk Reinsurance Company. These documents can be consulted on www.terrorisneverzekerd.nl;
- knowingly and wilfully participating in skyjacks, hijacks, strikes or acts of terrorism;
- seizure or forfeiture;
- damage which is directly or indirectly associated with your suicide, or suicide attempt;
- damage arisen while you commit a crime or participates in a crime or attempt to commit a crime;
- damage arisen by you being under the influence of alcohol, drugs, intoxicating, stimulating or similar substances;
- damage arisen during activities which, according to generally accepted standards and prevailing opinions, are labelled as being dangerous and/or in violation of the terms of the rental agreement forming part of the booking of the lodging accommodation, or in violation of the applicable (house) rules of the landlord;
- damage arisen due to driving or sailing with the lodging accommodation, with the exception of the deposit paid in advance in the event of damage to the hired boat.

And no cover is provided in the following situation:

- the insurance is not valid if not the entire duration of stay has been insured. This means that this insurance must be exactly in line with the booking period as described in the booking form of the landlord of the lodging accommodation.

4 General obligations

We expect that you handle the possessions of another person with care. And we also expect that you comply with the law. You can read what we expect from you hereinafter. These are obligations you must comply with.

4.1 Obligations ensuing from the insurance

You are obliged:

- to do everything possible to prevent, minimise or limit damage.
- to render your full cooperation and to provide all the information to be able to assess and settle the damage as well as possible.
- to provide all the information truthfully and fully.
- to provide us with all the original documentary evidence, if at your disposal. For example, if you receive an invoice relating to the damaged thing and/or a written notice of liability of the landlord showing that you are held liable for a damage, we wish to receive all the correspondence and/or the documents received by you.
- to cooperate with the recovery from another party and/or parties of a claim paid by us. It may be possible that, pursuant to the law, you are held liable for the full claim, while a damage has been also caused by a person/persons not included under your insurance policy. In that case, in accordance with the law, the full compensation of the damage must be paid to the landlord. If we pay you more than the part for which you are liable in accordance with the law, we can then recover the claim in proportion from the other person/persons not included under your insurance policy, who are jointly liable. We hereby also take the maximum insured amount into consideration.

4.2 Report damage as soon as possible

You are obliged to report your damage as soon as possible, stating your insurance data and all other information relevant for the damage. You must do so no later than 1 month after the expiry date of the cover, as is specified on your policy schedule. You report the damage by sending a fully completed and signed claim form, including other relevant file documents to your insurance adviser. The term 'other relevant documents' means, for instance, an invoice of the damaged thing, an invoice or offer for repair and the written proof of your report to the landlord. All the information supplied by you to us is also used to assess the damage and the cover and to determine whether there is an entitlement to compensation.

4.3 Report damage to the landlord

In the event of damage to the lodging accommodation, you must:

- report this immediately to the landlord. By this we mean the direction or the manager of your lodging accommodation. If this is not possible on the day on which the damage is caused, you must still do so on the day following the day on which the damage was caused or at the next possibility you have. Always ask the direction or manager for written proof of your report. You must send the written proof of your report to us.

If you fail to comply with these obligations and if we are harmed as a result, it can be a ground for us to compensate less or nothing in the event of damage.

5 Premium

5.1 Payment

You are obliged to pay the premium before the commencement of the insurance.

5.2 Return of premium

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

We pay the premium back to you if you cancel the lodging accommodation prior to the full term of the booking. However, in that case the condition is that you have not yet entered the lodging accommodation or that the cover of this insurance has not become effective yet. No repayment will take place for unused days booked for the lodging accommodation if it constitutes an early departure and/or partial interruption of your vacation during the period booked for your lodging accommodation.

6 How we handle your claim?

6.1 Assessment and handling of the claim

After a damage has been reported, we look whether you are insured and we establish the liability for the damage which has occurred. We assess the amount of the claim of the landlord and settle the claim with you, which we do on the basis of the data and information provided by you, but (if necessary) also on the basis of the data we request from the landlord. However, a condition is that you must be liable for the damage which has arisen.

To assess the damage, your insurance adviser can engage an external loss adjuster (We pay these costs). The loss adjuster then assesses the level of the damage and also investigates how the damage was caused.

6.2 Payment

The insurance adviser pays the claim as soon as possible after they have received all the data from you (and if necessary from the landlord) which are required to assess the damage and which show your liability. The insurance adviser pays the compensation to one insured person on your policy, unless other insured persons have raised objections against this to the insurance adviser in writing before payment of the compensation. In the event of payment of the claim we take account of a deposit, if any, which was withheld and the maximum sum insured.

6.3 Time limit for a right to payment

If, with respect to a claim, the insurance adviser has made its definitive position known, any and all rights with respect to the insurance adviser will lapse relating to the relevant claim on the expiry of 3 years. This term commences on the day on which we have sent our definitive position.

6.4 Double insurance

If the claim is also insured on the basis of another insurance, we will provide additional cover. This means that we only pay if the amount of the claim exceeds the compensation you receive from the other insurance. We then pay the difference, which we also do if the other insurance would pay your claim if you did have taken out our insurance. In insurance jargon this condition is referred to as '*harder na u clause*' (non-contribution clause).

6.5 Revendication of non-insured services and costs

If you have claimed a damage which does not fall under the cover of this insurance and if costs have been paid already relating to this claim, you are obliged to repay these costs within 30 days of the date of the invoices in question to your insurance adviser. If these invoices are not settled, we may proceed to a debt collection procedure. Any associated costs will be entirely at your expense.

7 Do you have a complaint?

7.1 Are you not satisfied?

Are you not satisfied with your insurance or with us? We will be pleased to get into contact with you to try and find a solution together with you. To that end you can contact the staff member who has handled your application, report or claim.

Do you have a complaint about the execution of your insurance? If you and the claim handler are not able to find a solution, you can submit a complaint to the attention of the direction.

If your complaint is not solved by us to your satisfaction, you can send your complaint to the independent Financial Services Complaints Tribunal (*Kifid*) within three months after our final response to your complaint.

Kifid

Postbus 93257

2509 AG The Hague

The Netherlands

Telephone: 070 333 8 999

www.kifid.nl

You may also submit the disagreement to the court.

7.2 Which law applies to your insurance?

Your contract of insurance is subject to Dutch law. If you disagree with us and you submit the matter to the court, this dispute will always be settled by a court in the Netherlands.

The Dutch insurance arrangements (Verzekeringsafspraken Schade Logiesverblijf) take precedence over these English translated insurance arrangements.

8 How do we use your data?

8.1 Privacy and the use of your personal data

When applying for the insurance, personal data are requested by your insurance adviser. We use your personal data with due care and only for the execution of your contract of insurance. Personal data which are not necessary for the execution of the contract of insurance will not be used. The Code of Conduct for the Processing of Personal Data has been drawn up for the use of personal data. This code of conduct can be found at www.verzekeraars.nl

If electronic means of communication are used, such as Internet, email and telephone, these communications may be recorded (in digital form). As evidence or for the purpose of improving the service. You can request or inspect this information.

Your personal data are used to:

- process the application for your insurance proposal and changes to your insurance;
- execute the agreement with you;
- maintain the business relationship with you;
- comply with the law;
- prevent and combat insurance fraud;
- determine a general policy;
- provide you with specific information about products and services which can be important for you;
- search and/or report in FISH, the fraud registration system of *Stichting CIS*, which is a central information system for all the Dutch insurance companies. We can look up and register your personal data in the database of *Stichting CIS*. We do so to be able to acquire more information about the insured risk, or to combat fraud. For more information about *Stichting CIS* go to www.stingtingcis.nl

8.2 Which address do we use to inform you?

We have informed you in a correct manner, according to the law, if we send our information to:

- your most recent (email) address known to us;
- or to the address of the person through whose brokerage activities the insurance was effected.

9 Glossary

The glossary forms an integral part of the insurance arrangements. Certain words in the insurance arrangements are underlined. The meaning of these words is given hereinafter.

Anker Insurance Company n.v.

Anker Insurance company n.v. has its registered office at Paterswoldseweg 812, 9728 in Groningen. We are registered with the Netherlands Authority for the Financial Markets under number 12000661 and we hold a licence of *The Nederlandsche Bank*. You can find more information about us at www.afm.nl and www.dnb.nl

Deliberate intent

The term 'deliberate intent' means that you have done or not done something deliberately, on purpose or wilfully. For example, that you have deliberately, on purpose and wilfully caused damage to a person. Or that you have committed a minor offence knowing that it implied a violation of the law.

Forfeiture

A court decision as a result of which the properties or certain goods which are connected with the crime are confiscated. Forfeiture may relate to the object of the crime, originating from the crime.

Gross negligence

The term 'gross negligence' means that you have failed to act with due care and attention, and for which you can be blamed to such an extent that it seems as if you have done so deliberately, on purpose or wilfully.

Inventory

The fitting out of the lodging accommodation. These are the movable things (not fixed) belonging to the lodging accommodation, such as a sofas, chairs, mattresses and television.

Landlord

The term 'landlord' is taken to mean the injured party. The landlord is the owner of the lodging accommodation. He is the party who suffers damage and as a result his rights (property) are infringed.

Lodging accommodation

A facility for a stay for recreational purposes. It must concern a temporary stay where you can stay overnight against payment. By booking the lodging accommodation you have entered into a tenancy contract and you are able to provide us with the booking form and the relevant general terms and conditions.

Lodging companion

A person for whom the lodging accommodation was also booked. This person is not specified in your policy, but is named in the booking or reservation form. Or the tenant can show in another way that it is someone who, as you, is covered on the basis of this insurance policy. Another word for lodging companion is: co-insured under your policy.

Payment

Compensation for damage

Premium

Premiums, costs and insurance premium tax.

Tenant

The person who has booked the lodging accommodation and has also taken out this insurance as an additional cover. The tenant's personal data are shown on the policy schedule.