# Cancellation Guarantee Terms and conditions

(only applicable if taken out when booking)



# Terms and conditions

The tenant and his/her fellow travelers, hereinafter referred to as guest(s), are guaranteed up to a maximum of the agreed amount - as stated on the reservation form/invoice - in the event of:

# A. Cancellation up to and including the rental start date

The cancellation costs owed to the lessor, including the registration fees paid, the fully or partially paid rental amount and/or any transfer costs.

# B. Termination with early return

A pro-rata compensation on the rental amount for each day of travel not enjoyed due to early return, up to a maximum of forty days.

# Article 1 | Coverage

### 1.1 Cancellation

The right to compensation for cancellation costs as mentioned above only exists if the rental agreement has to be cancelled as a result of one of the following uncertain events:

- 1.1.1 Death, serious illness or serious accident injury of the registered guest(s);
- 1.1.2 Death, serious illness or serious accident injury of non-travelling housemates or family members of the guest(s) in the first or second degree;
- 1.1.3 A medically necessary procedure that the insured, his partner or a child living with him may unexpectedly undergo;
- 1.1.4 (Worsening of an existing) illness or accident injury of a first-degree family member, who therefore urgently needs care from the insured and no one other than the insured can provide this care;
- 1.1.5 Pregnancy of insured person or partner;
- 1.1.6 Significant property damage to the home or the business where the guest is employed due to fire, explosion, lightning, burglary, storm or flooding, which makes the presence of the guest(s) urgently necessary during the period of stay;
- 1.1.7 Involuntary unemployment of the guest(s) after a permanent employment contract as a result of complete or partial closure of the company, as well as dismissal as a result of internal reorganization;
- 1.1.8 After unemployment of the insured, for which a benefit was received, accepting an employment contract of at least 20 hours per week, for a period of at least six months or for an indefinite period, which makes his presence necessary for the fulfillment thereof during the booked period of stay;
- 1.1.9 Definitive breakdown of the insured's marriage, for which divorce proceedings have been initiated. Definitive breakdown of the marriage is considered equivalent to the dissolution of a notarially recorded cohabitation contract.
- 1.1.10 The breakdown of the private means of transport or caravan (max. 8 years old) to be used by the guest(s) for the trip due to theft, fire, explosion or any external disaster within 30 days before the intended date of arrival at the destination. Breakdowns, mechanical failures and the like are not included;
- 1.1.11 The unexpected provision by the guest(s) of a rental property or unexpected delivery of a purchased property, but not earlier than 30 days before the start and not later than 30 days after the end of the booked stay period.

# 1.2 Termination

The right to compensation for the termination as mentioned above only exists if:

- 1.2.1 The stay is terminated prematurely as a result of one of the events listed in Article 1.1;
- 1.2.2 Due to serious damage to the rented property, it can no longer be used.

Pro-rata compensation means compensation for the number of days not enjoyed up to the number of days of rental. In the event of termination, the place/accommodation must be vacated and the reception of the park must be notified immediately. The costs of any extras such as linen packages and other surcharges will not be reimbursed in the event of premature termination of the stay.

# Article 2 | Family clause

If a guest is entitled to compensation due to cancellation or termination, this only applies to his own family. Guest(s) living outside this family are considered to belong to a separate family. In the event of cancellation by multiple guests, the compensation to be granted will be divided among all the guests concerned, in proportion to each guest's share in the amount participated.

# Article 3 | Agreed rental price, validity of the guarantee and premium refund

The guaranteed amount (rental sum) must be set at the full price of the rental arrangement. The guarantee begins after payment and ends on the expiry date of the rental arrangement stated on the reservation form/invoice. The cancellation guarantee is only valid if it is taken out within 5 days after booking. Premiums already paid for invalid guarantees will be fully refunded upon request. Furthermore, no refund of paid premiums will be granted, other than in the event of cancellation of the rental agreement by the landlord.

# Article 4 | Exclusions

# 4.1 No benefit will be paid if the insured or interested party:

4.1.1 makes an untrue statement and/or gives an incorrect representation of the facts. In that case, the right to payment for the entire claim lapses, including for those parts where no untrue statement and/or incorrect representation of the facts has been given;

4.1.2 has failed to comply with one or more policy obligations and has thereby harmed the interests of De Achterste Hoef. Any right to payment shall also lapse if the insured or interested party has failed to comply with the obligations referred to in Article 5 with the intention of misleading De Achterste Hoef, unless the misleading does not justify the lapse of rights.

# 4.2 No benefit will be paid for a claim arising out of an event:

- 4.2.1 which is directly or immediately related to or caused by war and/or civil war in the area, unless he is entitled to compensation, proves that the damage is not related ther to;
- 4.2.3 which is directly or immediately related to or caused by the guest(s) participating in or knowingly attending a hijacking, strike, riot, uprising or act of terrorism;
- 4.2.4 caused or made possible by intent, conscious or unconscious recklessness or conscious or unconscious negligence;
- 4.2.5 in or as a result of participating in or committing a crime or attempting to commit a crime;
- 4.2.6 caused by, occurring in or resulting from nuclear reactions, regardless of how and where the reaction originated.

# Article 5 | Obligation of the guest(s)

The guest(s) - or interested party in this guarantee - is/are obliged to inform the landlord immediately but no later than within three times 24 hours (excluding Sundays and public holidays) of circumstances that could lead to a claim for compensation under the agreement. The guest(s) is/are also obliged to provide all cooperation and to truthfully inform De Achterste Hoef of all matters. The right to compensation lapses if a guest fails to fulfil any obligation incumbent on him. In the event of compensation for the cancellation costs, no refund will be made of the premium of the cancellation guarantee. Furthermore, a deductible of  $\leq$  12.50 per event applies. The rented property will be cancelled immediately after the order to do so has been received. Revocation is then no longer possible.

# Article 6 | Cancellation steps

If you unexpectedly have to cancel your holiday and you think you are entitled to a payment from the cancellation guarantee after reading the above conditions, follow the steps below to be able to claim this.

# 6.1 Report the cancellation

Send an email to the reception (info@achterstehoef.nl) and state the reservation number of the booking, your bank account number and the reason for cancellation.

### 6.2 You will receive a response from reception

After we have received your email, we will determine whether we can provide you with a cancellation guarantee payment based on the above conditions.

### 6.3 Payout

If your cancellation meets the right conditions, we will proceed to a payment from the cancellation guarantee. The amount will be transferred to the bank account number you provided. If the cancellation does not meet the above conditions, we will handle it in accordance with the Recron Conditions.

