



**ENNIA  
GENERAL TERMS AND CONDITIONS  
SHORT-TERM TRAVEL AND CANCELLATION INSURANCE**

**SHORT-TERM TRAVEL INSURANCE NO. RC-003\*  
SHORT-TERM CANCELLATION INSURANCE NO. AC-001\***

*\*These Terms and Conditions have been translated for your convenience. Reasonable efforts have been made to provide an accurate translation, however, no translation is perfect nor is it intended to replace the original Terms and Conditions. If any questions arise related to the accuracy of the Terms and Conditions contained in this translated English version, please refer to the Dutch version, which is the original version. In case of discrepancies or differences between the English version and the Dutch version, the original Dutch Terms and Conditions will apply.*



## **PREFACE**

The terms and conditions mentioned and listed hereafter are all related to the ENNIA Travel and Cancellation Insurance. With travel insurance we refer to insurance covering the trip booked transport and/or accommodation of a recreational or business administrative nature and/or for study purposes. On the travel certificate is stated what type of insurance and conditions apply. Only the conditions and coverage as stated on the travel certificate are applicable to the insurance agreement.

In addition to the general conditions also special terms and conditions could apply. The special terms and conditions shall prevail over the general conditions. That is, if stipulation differs in the special conditions from that in the general conditions, the special terms and conditions shall be applicable.



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## GENERAL TERMS AND CONDITIONS OF ENNIA SHORT-TERM TRAVEL INSURANCE NO. RC-003

These terms and conditions are filed with the Registry of the Court of First Instance of Curacao [met cedille] under registration number 183/2012; of Bonaire under registration number 3/2012 and of Aruba on March 13, 2012.

### General Provisions

Article

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#### Article 1. Definitions

**Acute illness:** a sudden illness with violent symptoms, which the insured does not suffer or suffered from prior to the insurance inception date, or whose symptoms did not show up upon inception of the insurance.

**Mountaineering:** any sport practiced on roads or terrains that are accessible only to or under the supervision of experienced mountaineers.

**Current market value:** the new-for-old value, minus a sum for depreciation due to ageing and wear and tear.

**Summary of cover:** registered overview of the scope of cover of the different sections in accordance with the terms and conditions of insurance, per combination of cover.

**Incident:** an event that is reason for the insured to submit a claim to the Company.

**Family member:** the spouse or a person with whom the insured cohabits long term as well as blood relatives in the first (1st) and second (2nd) degree from both the insured and his spouse or a person with whom the insured cohabits long term.

**Event:** an event or a series of connected events with a single cause and which is a reason to invoke this insurance for assistance or any monetary payment.

**Money and monetary instruments:** standard coins, banknotes and checks.

**Malicious contamination:** distributing germs and/or substances which, as a result of their indirect physical, biological, radioactive or chemical effects may lead to injury and/or impairment of health, whether or not resulting in death, in people or animals and/or damage to property or which may harm economic interests, in the process of which it can be assumed that this distribution - whether or not in any organized context - has been planned and/or carried out with the objective of realizing certain political and/or religious and/or ideological objectives.





**Air sport:** any sport practiced in the air.

**Company:** for Aruba, ENNIA Caribe Schade (Aruba) N.V., for all other areas, ENNIA Caribe Schade N.V.

**New-for-old value:** the sum needed to acquire new objects of the same type and quality.

**War:** war, enemy invasion, acts of foreign enemies, hostilities or acts of war (under a declaration of war or otherwise), civil war, rebellion, mutiny, revolution, uprising, civil unrests the scope of which take on the proportions of or is equal to popular revolt, military or unlawful seizure of power.

**Premium:** the premium, costs and tax.

**Preventive action:** measures taken by the government and/or the insured and/or third parties in order to avert the immediate imminent danger of terrorism and/or malicious contamination or - if this danger has manifested itself - to reduce its consequences.

**Trip:** booked transport and/or accommodation of a recreational or business nature and/or for study purposes.

**Dental expenses:** the medically required costs, including dentist's fees for the dental treatment of the natural teeth, medication prescribed by a dentist and the costs of X-rays required for treatment.

**Terrorism:** violent acts and/or conduct in the form of an attack or a series of attacks linked in terms of time and objective, which lead to injury and/or impairment of health, whether or not resulting in death, and/or damage to property or which harm economic interests, in the process of which it can be assumed that this attack or series of attacks - whether or not in any organized context - has been planned and/or carried out with the objective of realizing certain political and/or religious and/or ideological objectives.

**Terrorist act:** a terrorist act is understood to mean an act, including, but not limited to, the use of power or violence and/or the threat thereof by any person or group(s) of persons, committed alone or on behalf or in connection with any organization(s) or government(s) for political, ideological or similar purposes, including the intention of influencing any government and/or intimidating the community, or any part thereof.

**Insured:** anyone listed as such on the policy schedule.

**Policyholder:** the person who has concluded an insurance contract with the Company.

**Water sport:** any sport practiced on, in or below the water, which involves an above-ordinary risk.

**Winter sport:** any sport that depends on snow and ice.

## Article 2. Insurance basis

1. The insurance is taken out on the basis of a fully and truthfully completed and signed proposal form and any additional details provided. The policyholder is responsible for the correctness and completeness of the information provided, including that of the (other) insured.
2. The Company is not obliged to reimburse costs if it is not given the opportunity to assess the correct scope of the risk to be insured. This risk cannot be assessed if the questions asked by or on behalf of the Company are not answered in full or not truthfully, or if an attempt is made to mislead the Company.
3. Announcements and promises are binding only if they have been confirmed in writing by the Company.

## Article 3. Territory

The insurance is valid for trips around the world, provided the insured has his habitual residence on Aruba, Bonaire, Curacao or St. Maarten, Saba or St. Eustatius at the time the insurance is taken out. The insured who has his habitual residence in one of the aforesaid areas prior to commencement of the trip undertaken for emigration purposes, will be deemed to have his place of residence in one of those areas, subject to a maximum of 10 working days after commencement of the trip.



#### **Article 4. Term, extension of period of cover**

1. The insurance is taken out for the period listed on the policy schedule.  
The cover incept the moment the insured leaves his home in connection with a trip abroad, and ends the moment he returns to his home.
2. If the travel time is extended as a result of an event or circumstance - which has arisen beyond the control of the insured and which he could not prevent - the cover for the particular insured remains in full force without premium being payable for this, until the first opportunity of returning home. Extension of cover for personal reasons of an insured other than those that are beyond his control is excluded.
3. If a trip is undertaken for emigration purposes, cover ceases 10 working days after commencement of the trip, regardless of the provisions in the previous paragraphs.

#### **Article 5. Including children under the policy**

The inclusion of children under the policy is subject to the following provisions.

1. Children up to the age of 4 inclusive are included under combination D of the policy, free of charge, provided they are listed on the application form.
2. Children older than 4 are included under the policy subject to an additional premium and provided they are listed on the application form.
3. Children younger than 4 without a travelling escort will be insured in accordance with the chosen combination, subject to a premium and provided they are listed on the application form. The minimum premium is payable for inclusion under combination D of the policy.

#### **Article 6. Obligations of the insured**

1. The policyholder or the benefit recipient is obliged:
  - a. to do all that is reasonably possible to prevent, reduce or limit accidents, damage and costs;
  - b. to ensure that the damage is documented by the appropriately authorized persons (tour leader, station master, airline company staff, conductor, hotel management, shipmaster, etc.);
  - c. to immediately report the theft or loss of luggage to the local police or other official authorities;
  - d. to immediately submit a detailed claim for compensation to the transport provider if, upon arrival, luggage - as described in article 11 - is damaged, lost or missing (also if the loss or damage remains undiscovered until arriving home), the cause of which probably or positively lies with the transport provider, yet which could also lead to an obligation of compensation by the Company, and to submit the written evidence thereof, together with the response of the transport provider, to the Company;
  - e. for each event, from which an obligation to pay may ensue for the Company:
    - to submit all relevant documents and details to the Company;
    - to generally render all assistance required by the Company;
    - to refrain from anything that may harm the interests of the Company;
    - to notify the Company in the event of the death of an insured, within 24 hours of death;
  - f. to render all assistance to the Company in the event of recourse against third parties;
  - g. to follow all the instructions of the Company in the event of the death of an insured and to render his assistance in order to establish the cause of death;
  - h. to render his assistance in order for the Company to assess whether the cancellation, interruption or extension of the trip was supported by urgent reasons.

## **Article 7. Payment**

1. The Company is legally discharged if the payments payable under this insurance are made as follows:
  - a. the costs (repatriation) upon death, to the person(s) who incurred the costs
  - b. other payments to the policyholder, or the person(s) who incurred these costs or who suffered the damage.
2. Payments by virtue of the accident insurance are made:
  - a. in the event of death, to the beneficiary or heirs appointed by the policyholder, subject to the heir producing a certificate of inheritance, at his expense;
  - b. in the event of permanent disability, to the insured person affected by the accident or to his authorized representative.
3. In the case of lost or missing luggage, the insured will be able to claim compensation only after ten days have lapsed since he brought a claim for compensation against the transport provider and the lost or missing luggage has not yet been recovered or there are no indications that point to a speedy recovery thereof.
4. The insured is obliged to immediately notify the Company as soon as he finds out that the lost or missing luggage has been recovered. If the luggage is recovered within 3 months of the claim date, the insured is obliged to repay any compensation already paid to him.
5. At the request of the Company, the insured or the benefit recipient is obliged to transfer his claims for compensation which he may enforce against third parties, up to the sum of the payment - and in the case of theft or loss - his rights to the stolen or missing goods to the Company.
6. All payments are made in legal tender, at the exchange rate applied by the banks established in the habitual residence on the day on which ENNIA receives the bills submitted;

## **Article 8. Exclusions**

The Company is not obliged to reimburse if:

1. the incident is caused during the fulfillment of professional activities abroad, except for professional activities of an administrative (or similar) nature;
2. it concerns an incident or event, including preventive measures, directly or indirectly related to acts or circumstances such as armed conflict, uprising, (civil) war, terrorism, domestic unrest, riots or mutiny, malicious contamination;
3. the incident is due to or related to a nuclear reaction;
4. the event is the result of intent or gross negligence by the insured or by someone who benefits from payment, or due to the insured intentionally ignoring a ban or warning;
5. the event is directly or indirectly connected to the insured's suicide or attempted suicide;
6. the incident is due to the insured committing or taking part in a crime, hijack or attempted hijack;
7. the incident is due to a fight or risky venture other than for legal (self) defense, rescue or recovery of persons, animals or goods;
8. the incident is due to being under the influence of alcohol or the use of medication, intoxicants, psychedelics, drugs and/or stimulants;
9. the incident is due to preparing for or participating in all types of matches, speed tests and speed races;
10. the incident is due to practicing winter, golf and water sport activities, unless the policy states that the aforesaid activities are included under the policy;
11. the Extra medical expenses and/or the costs of Extra air-ambulance are not included under the policy;
12. the insured fails to fulfill one of the obligations referred to in the terms and conditions;
13. the damage is caused in relation to or comprises imposed fines;
14. the incident or damage is the result of or comprises:
  - a. an attachment or confiscation;



- b. being in an aircraft of any nature, also when the insured is a passenger in an aircraft designated to carry passengers and the aircraft is being used for civil air traffic;
  - c. the costs of repairs to and/or maintenance of vehicles.
15. and insofar as the damage is covered by another insurance contract, of an older date or otherwise, or by virtue of any law or provision, or would have been if this insurance had not been in place;
16. the request for reimbursement is made 3 years after the benefit recipient has become aware of the payment being due, or 3 years after the written recognition or rejection of the claim for compensation by the insurer, if a subsequent legal action for compensation has not been brought within this term.

## SPECIAL PROVISIONS

### Article 9. Scope of the insurance

With due observance of the provisions in these terms and conditions, the Company undertakes to make one or more payments and/or reimbursements in accordance with the sections referred to in article 10, up to the sums insured in accordance with the chosen combination per insured. The right to reimbursement lapses if the insured has failed to exercise normal care in order to prevent damage.

### Article 10. Sections

The insurance comprises the following sections, which are described in articles 11 to 16.

#### Sections:

1. Luggage.
2. Medical expenses.
3. Dental expenses.
4. Repatriation of mortal remains.
5. Extraordinary expenses.
6. Accidents.

The cover under section I is subject to an excess as listed on the policy schedule.

### Article 11. Luggage

1. In the event of damage to, loss or theft of the luggage brought by the insured during the outbound and return trip, including the delayed arrival of the luggage, the Company reimburses up to the sum listed under the chosen combination, per event, per insured.
2. The insured must exercise due care and attention when handling his luggage and use the safest place for storage in order to prevent theft, loss or damage:
  - valuables, if not used or worn, must be locked away in a safe-deposit box, if available in the hotel, guesthouses etc.
  - rooms in hotels and guesthouses must be locked when leaving; in the event of damage, all means must be used and everything possible must be done or omitted so as to reduce that damage.
3. **Luggage:** under luggage, damage to, loss or theft of the following is insured:
  - a. ***luggage taken:*** which is taken to mean the luggage and hand luggage, clothing, shoes, cosmetics, fur, leather and suede clothing, goods purchased during the trip (insofar as these purchases can be demonstrated by means of invoices or receipts), existing prostheses including dentures, but not contact lenses;

- b. **valuables:** which is taken to mean jewelry, real pearls, watches and other objects made of precious metal or stone, platinum, gold, silver or other precious metal, up to the sum insured listed under the chosen combination;
  - c. **instruments/equipment:** which is taken to mean audio and visual equipment (such as portable televisions, radios, photo cameras, film cameras, video cameras, video games, portable electronic games, including accessories), telecommunication equipment (such as cell phones), viewers and other optical items and aids (such as glasses, CPAP equipment), computer equipment (including software) and musical instruments, up to the sum insured listed under the chosen combination;
  - d. **bicycles:** which is taken to mean pedal cycles, invalid vehicles, rollators, walking aids, wheelchairs and prams, car and motor vehicle tools, insofar as they do not form part of the standard kit of the vehicle, up to the sum insured listed under the chosen combination;
  - e. **travel documents:** which is taken to mean passports, ID cards, tourist cards, driver's licenses, vehicle registration certificates and license plates, travel tickets, carnets to be used during the trip for which this insurance has been taken out, green cards and visas. Payments for travel documents will be made at cost price, in excess of the sum insured listed under the chosen combination for luggage;
  - f. **sports kit:** (hired) equipment for winter, golf or water sport activities, provided the policy shows it is included under the insurance, up to the sum insured listed under the chosen combination.
4. **Delayed arrival:** in the event of a temporary or permanent loss of registered luggage during the outbound trip, the Company reimburses up to the sum insured listed under the chosen combination for luggage, the purchasing costs of:
- a. replacement clothing;
  - b. toiletries.
5. The Company is not obliged to reimburse in the event of damage to, theft or loss of the luggage:
- a. if the insured has failed to exercise normal care in order to prevent damage;
  - b. in the event of leaving behind luggage in a motor vehicle, tent, caravan or summer house, in full view and unattended: including separate equipment such as a navigation system, car radio and detachable front of car radio which the insured is entrusted with;
  - c. particularly valuables, instruments and equipment on top of or attached to the vehicle. This also applies if stored away in a luggage box on the roof of the vehicle;
  - d. that includes valuables, instruments/equipment and travel documents if transported other than in the form of hand luggage during the outbound and return trip;
  - e. due to careless handling of and leaving behind unattended or forgetting about valuables, mobile (smart) phones, audio and photo/video equipment, electronic games, optical items and aids and computer equipment in public spaces and transport;
  - f. if the theft or loss of luggage items has not been reported to the local police or other official body;
  - g. that includes valuables, instruments and equipment if not explicitly listed and described on the application form and;
  - h. until after ten days have lapsed since a claim for compensation was brought against the transport provider, as referred to in article 6;
  - i. which is the personal luggage of the insured, as from the 10<sup>th</sup> working day following arrival in the foreign country, which trip has been undertaken for emigration purposes;
  - j. in the event of damage to objects which do not affect their normal operation and purpose. This includes disfigurements, such as scratches and dents;
  - k. in the event of damage to audio, photo/video, telecommunications and computer equipment and their files due to the effects of magnetic fields, programming errors, operating errors disruptions in the power supply or power failures;
  - l. if it was purchased for commercial purposes;
  - m. due to an inherent defect or decay of the insured objects, or directly ensuing from the character and nature of these objects, including wear and tear;
  - n. moths or other vermin or harmful influences gradually affecting the insured objects.
6. The following are not regarded as luggage:

- a. drinks, medication and food;
  - b. campers, other vehicles and vessels and/or camping equipment, other than referred to in paragraph 3 of this article;
  - c. valuable papers, insofar as not listed under paragraph 3 of this article, including stamp and coin collections, money, monetary instruments, credit/debit cards and bankcards, merchandise, sample collections, manuscripts, notes and drafts;
  - d. subscriptions, season/admission tickets and passes etc. which you do not need during your trip;
  - e. animals;
  - f. luggage sent in advance, or subsequently, by air or sea, from the residential address and/or from the holiday resort of the insured;
  - g. luggage that is intended for or the property of travelling persons not included under the policy;
  - h. antiques, artifacts and paintings;
  - i. (household) goods not intended for use during the trip.
7. In the event of damage, loss or theft, the Company is entitled to have the luggage repaired or replaced.
  8. Only one insured person is entitled to payment with regard to one object and its accessories.
  9. Theft of luggage and travel documents from a vehicle is reimbursed up to the amount listed under the chosen combination.
  10. In the event of damage, the current market value of the item in question will be reimbursed. The starting point is the new-for-old value of the insured item, after deduction of a sum for depreciation. A deduction for depreciation will not be applied to items of which it can be demonstrated that they are not yet a year old.
  11. A policy excess as listed on the policy schedule applies per insured, per incident.

## Article 12. Medical expenses

1. Medical expenses are taken to mean:
  - a. the fees of physicians for first aid and the medication, bandages and aids prescribed by them;
  - b. the nursing and operation costs;
  - c. the costs of inpatient and outpatient specialist treatment;
  - d. the costs of patient transport to the holiday accommodation of the insured or the nearest hospital;
2. In the event of an acute illness or accident during the trip, the Company reimburses the costs of medically required treatment abroad during the insured period, up to the sum insured listed under the chosen combination, per insured.
3. In addition to the sum insured by virtue of paragraph 2 of this article, under the chosen combination, the Company further reimburses for persons aged 69 and younger, per insured:
  - a. **Extra medical expenses (1) or (2):** if covered by means of inclusion on the policy schedule and provided the (basic) cover for medical expenses is not sufficient, up to the sum insured listed under the chosen combination, subject to a maximum of 200% of the medical expenses, which would have been payable in the event of similar treatment in the lowest class of the hospitals established in the place of residence;
  - b. **Air-ambulance:** the costs of transport by air ambulance, up to the sum insured listed under the chosen combination, per insured, if the transport aims to save the insured's life and/or prevent or reduce the insured's anticipated disability;
  - c. **Extra air-ambulance:** if covered by means of inclusion on the policy schedule, the Company reimburses in excess of the sum insured listed under b of this article, up to the sum insured listed under the chosen combination, per insured, if the transport aims to save the insured's life and/or prevent or reduce the insured's anticipated disability;
  - d. **Winter, golf and water sports:** if covered by means of inclusion on the policy schedule and provided the (basic) cover for medical expenses is not sufficient, up to the sum insured listed under the chosen combination, subject to a maximum of 200% of the medical expenses, which would have been payable in the event of similar treatment in the lowest class of the hospitals established in the place of residence;

4. In the event of an accident or acute illness, the insured must immediately seek medical treatment and act in a manner that is conducive to a speedy recovery. He must enable a physician appointed by the Company to examine him.
5. The Company is not obliged to reimburse:
  - a. treatment in relation to pregnancy, childbirth and medical symptoms that existed prior to commencement of the trip;
  - b. medical treatments scheduled to be provided prior to commencement of the trip or anticipated to be provided needs to be provided or completed during the trip;
  - c. if the trip of the insured is (also) undertaken to undergo (para)medical treatment;
  - d. if the treatment or operation could have been postponed until after return to the place of residence;
  - e. medical expenses incurred in relation to practicing winter, golf and water sport activities, unless covered by means of inclusion on the policy schedule. Persons older than 69 are excluded;
  - f. the costs incurred for transport by air-ambulance and the supplementary medical expenses referred to in paragraphs 3a, 3b and 3c of this article, for persons older than 69;
  - g. medical expenses incurred in the insured's country of residence do not qualify for reimbursement, unless the insured suffers an accident after his trip has started, within the insurance's term of validity, in which instance the medical expenses incurred within one (1) month of the day of the accident will be reimbursed in accordance with article 12 (medical expenses);
  - h. the costs for a cure in a seaside resort, bathing establishments, drug rehabilitation clinic, psychological clinic, sanatorium and suchlike.

### **Article 13. Dental expenses**

1. The Company reimburses the costs of medically required dental treatment received abroad during the insured period, up to the sum insured listed under the chosen combination, per insured.
2. The following are reimbursed:
  - a. the dental expenses for dental care provided in the event of damage to the natural teeth due to an accident suffered by the patient during a trip, up to the sum listed under the chosen combination;
  - b. the costs for emergency treatment from a dentist if it does not concern an accident suffered by the insured, up to the sum insured listed under the chosen combination, per element treated. Treatment of all elements together will never exceed the sum insured listed under the chosen combination.
3. The company is not obliged to reimburse costs if the dental expenses are the result of an accident suffered by the insured while practicing winter, golf and water sport activities, unless this risk is covered for insured not older than 69 by means of inclusion on the policy schedule.

### **Article 14. Repatriation of mortal remains**

1. The Company reimburses the necessary costs for assistance and transport of the insured's mortal remains to the place of residence on Aruba, Bonaire, Curacao, St. Maarten, Saba or St. Eustasius, up to the sum insured listed under the chosen combination, per insured.
2. Reimbursement for persons older than 69 is subject to the sum insured listed under the chosen combination.
3. The following are reimbursed:
  - a. repatriation of the mortal remains to the place of residence:
    - in the event of transport of the insured's mortal remains to the place of residence, the Company reimburses the costs for transport, the costs of an inner casket, the costs for documents required for transport and handling, up to the sum insured listed under the chosen combination;
    - if no insured member of the family is present, the Company will reimburse the travel expenses (return flight) from the place of residence and the subsistence expenses of a single person in connection with fulfilling all

formalities for transport of the mortal remains to the place of residence of the insured, up to the sum insured listed under the chosen combination;

- b. local funeral or cremation:  
if there is a right to the reimbursement of repatriation and this is not exercised, there is a right to reimbursement of the local funeral or cremations costs and of the costs of transport for the presence (and return trip) of family members in the 1<sup>st</sup> and 2<sup>nd</sup> degree, or the person with whom the insured cohabits long term, up to the sum that would have been reimbursed for transport of the mortal remains to the place of residence, subject to the sum insured listed under the chosen combination.
  - c. repatriation of the mortal remains to an alternative location:  
if the mortal remains are taken to a location other than the place of residence, these costs are reimbursed up to the sum of the transport costs to the place of residence, subject to the sum insured listed under the chosen combination.
4. The costs for air travel are reimbursed in accordance with the lowest rates of a flight ticket.  
Subsistence expenses are reimbursed per day, as described in article 15 under subsistence expenses abroad.
  5. The Company is not obliged to reimburse, if the repatriation costs are the consequences of:
    - a. a trip (undertaken for medical reasons) to undergo (para)medical treatment;
    - b. treatment in relation to pregnancy and childbirth or deviations that existed prior to commencement of the trip;
    - c. an accident involving the incurred while practicing winter, golf and water sport activities, unless covered by means of inclusion on the policy schedule.

## Article 15. Extraordinary expenses

1. The Company reimburses the necessary and reasonably incurred costs for assistance and unforeseen expenses during the term of the insurance, the necessity of which costs must be demonstrated, as a result of an event and/or circumstance beyond the control of the insured, and the prevention of which he could not have influenced, up to the sum insured under the chosen combination, per insured.
2. The costs of interrupting a trip are taken to mean the extra costs or the additional costs incurred due to the surcharges and rates of flight, subsistence and travel expenses to the place of residence.
3. The costs for air travel are reimbursed in accordance with the lowest rates of a flight ticket.  
Subsistence expenses are reimbursed per day, as described in this article under subsistence expenses abroad.
4. Reimbursement is subject to the sum insured listed under the chosen combination:
  - a. **Costs of interrupting a trip to the place of residence of the insured:**
    - if the premature return is urgently required in the event of the death of an insured or in the event of, according to medical insights, acute illness or accident, the Company reimburses the costs of interrupting the trip;
    - in the event of the death of a non-travelling family member of the insured, making the return an urgent requirement, the Company reimburses the costs of interrupting the trip;
    - if a return is urgently required since a non-travelling family member is admitted to hospital due to an emergency or life-threatening circumstance, during the time that the insured resides abroad and provided this could not have reasonably been foreseen with a view to the health status, the Company reimburses the costs of interrupting the trip;
    - In connection with major damage to the property of the insured in his place of residence, as a result of fire, explosion or a natural force, making his return an urgent requirement.
  - b. **Rescue and recovery costs:** the Company reimburses the costs incurred on account of the rescue, recovery, search and transport of the insured by a competent authority.

- c. **Telecommunication costs:** the Company reimburses the telecommunication costs, if this insurance gives a right to payment.
  - d. **Subsidence expenses abroad:** the Company reimburses the additional subsidence costs, per insured per day, subject to a maximum period of 14 calendar days.
  - e. **Necessary travel expenses not listed:** these are the extraordinary costs not explicitly listed in this article and which are directly connected to the trip for which the insurance was taken out.
5. The Company is not obliged to reimburse:
    - a. if the costs incurred are not reasonable and fair;
    - b. any extraordinary costs listed in this article and for insured who emigrate for study purposes: the costs the insured would also have incurred without an insured event occurring;
    - c. the costs that are the result or that relate to an event that is not covered under the policy.
  6. Damage to temporary accommodation: by the insured to the furnishings and fittings of the structures of hotels, bungalows or other types of accommodation where the insured is staying is reimbursed up to the sum insured listed under the chosen combination.
  7. Reimbursement for all extraordinary expenses together will never exceed the sum listed under the chosen combination.

#### Article 16. Accidents

1. In the event of death or permanent disability as a result of an accident reimburses up to the sum insured listed under the chosen combination.
2. An accident is taken to mean: a sudden, external, involuntary violent impact on the insured's body that, directly and without other causes contributing, leading to an injury that can be medically diagnosed, or death, also if the accident is the result of an illness, ailment or disease which the insured suffered from at that moment.
3. In the event of an accident, the insured must immediately seek medical treatment and act in a manner that is conducive to a speedy recovery. The insured making a claim under the insurance is obliged to render his assistance to an examination carried out by a medical practitioner appointed by the Company.
4. The following are regarded accidents:
  - a. freezing, burning, drowning, being hit by lightning or other electric discharge, cauterization as a result of corrosive liquids, asphyxiation and sunstroke;
  - b. sunburn, exhaustion, malnutrition, dehydration as a result of involuntary isolation caused by, for instance, being shipwrecked, an emergency landing, collapse or a natural disaster;
  - c. the involuntary penetration of external substances or objects in the airways, the digestive tract, the auditory ducts or the eyes, causing internal injuries;
  - d. spraining, dislocation, torn muscles, even if this happened as a result of the insured's own sudden efforts, provided they are accompanied by externally visible symptoms;
  - e. acute poisoning following the ingestion of gases, fumes, solid or liquid substances, with the exception of medication and drugs;
  - f. being infected by germs as a result of an involuntary fall into the water or other substance;
  - g. infection and blood poisoning caused by the penetration of germs as a result of injuries sustained during the accident.
5. The following are not regarded accidents:
  - a. displacement of an intervertebral disk (hernia nuclei pulposi) and rupture (hernia);
  - b. the adverse consequences of an operation or other medical treatment;
  - c. serving as host to germs due to bites or stings from insects;
  - d. (attempted) suicide or self-mutilation.
6. Death benefit:
  - payment is subject to the sum insured listed under the chosen combination;

- for persons younger than 16 and older than 69, payment is maximized up to the sum listed under the chosen combination;
  - If, within 3 years of the accident as defined within the meaning of this agreement, the insured dies as a sole and direct consequence of the injuries sustained, payment upon death is effected after deduction of any sums paid out previously on account of permanent invalidity due to the same accident.
7. Permanent disability benefit:
- permanent disability is understood to mean the permanent full or partial loss of the function of any body part or organ of the insured, irrespective of the insured's profession;
  - payment is subject to the sum insured listed under the chosen combination;
  - for insured older than 69, payment is maximized for the combinations A, B and C, whereas combination D does not issue payment for insured older than 69;
  - if the consequences of an accident are exacerbated as a result of illness, deficiency or an abnormal physical or mental state of the insured, payments are based on the consequences which the accident would have had if the insured had been fully able and healthy;
  - if said circumstances of the insured are the result of another accident for which the Company has made or will make a payment by virtue of this insurance, these circumstances will not be taken into account;
  - the payment will be set as soon as the extent of the permanent disability can be medically determined, yet no later than two years after the day of the accident;
  - all permanent disability benefits together, either for one accident or for several accidents, will never exceed the sum insured for permanent disability under the chosen combination.
8. The payment in the event of permanent disability amounts to a percentage of the sum listed under the chosen combination, as indicated below:
- |  |       |
|--|-------|
| • In the event of incurable paralysis  | 100 % |
| • In the event of an incurable mental disorder   | 100 % |
| • In the event of the full loss of:  |       |
| • Vision in both eyes  | 100 % |
| • Vision in one eye  | 30 %  |
| • and, if the Company has made full payment for the vision in one eye, for the vision in the other eye   | 70 %  |
| • speech   | 100 % |
| • hearing in both ears   | 100 % |
| • hearing in one ear   | 30 %  |
| • and, if the Company has made full payment for the hearing in one ear, for the hearing in the other ear | 70 %  |
| • smell and taste  | 10 %  |
- In the event of the full functional loss of:
- |   |      |
|---|------|
| • the arm, up to the shoulder joint                                       | 75 % |
| • the arm, up to the elbow joint or between elbow and the shoulder joint  | 75 % |
| • the hand, up to the wrist joint or an arm between wrist and elbow joint | 60 % |
| • the leg, up to the hip joint  | 75 % |
| • the leg, up to the knee joint or between knee and the hip joint         | 75 % |
| • the foot, up to the ankle joint or a leg between ankle and knee joint   | 50 % |
| • the thumb   | 25 % |
| • the index finger  | 20 % |
| • the middle finger   | 15 % |
| • the ring finger   | 10 % |
| • the little finger   | 10 % |
| • the big toe   | 10 % |
| • another toe   | 5 %  |

- the lung 30 %
  - the kidney 20 %
  - the spleen 10 %
- a. a proportional share of the aforementioned percentages will be paid out in the event of partial loss or partial functional loss;
- b. in the event of permanent disability in different fingers on the same hand, no more is paid out than in the case of the full functional loss of that hand;
- c. in all cases of permanent disability other than those listed under a. of this article, the extent thereof is determined by a medical practitioner appointed by the Company;
- d. if an accident aggravates an existing permanent disability, payment is calculated on the basis of the difference between the percentages before and after the latest accident;
- e. if it can be medically established that an accident would have led to permanent disability, there will be a right to payment upon death other than as a direct result of this accident;  
In such cases, the benefit percentage is set at the percentage that would probably have been determined on the basis of the medical reports available to the Company if the insured had not died.
9. In the event of an accident, the insured must immediately seek medical treatment and act in a manner that is conducive to a speedy recovery. The insured must render his cooperation to the necessary medical examinations carried out by a medical practitioner appointed by the Company.
10. Payment after 12 months:  
If the final extent of the permanent disability benefit cannot be set within 12 months of the day of the accident, the Company will pay statutory interest on the permanent disability benefit to be determined later, as from the 13<sup>th</sup> month of the accident having been reported to the Company.
11. The Company is not obliged to reimburse:
- a. if the accident was caused when riding a motorcycle with a cylinder capacity of more than 50 cc;
  - b. if the insured had the accident when practicing all types of winter sports, with the exception of tobogganing (provided he was being pulled) and ice-skating, unless the premium calculation shows that the risk of winter sport is included under the policy. Skiing and Nordic skiing outside the publically accessible or demarcated pistes, tracks and runs, ski-jumping, ski-bobbing, bobsleighing, skeleton, luge running, ice hockey, as well as the preparation and taking part in winter sport games are in any case excluded under the policy;
  - c. if the insured had the accident when playing golf, unless the premium calculation shows that the (hired) golf equipment is included under the policy;
  - d. if the insured had the accident when practicing a water sport, martial arts and strength sports, any sport other than as an amateur, hunting for big game, parachute jumping, parasailing, hang gliding, "klettern" and glacier and mountain treks, provided this is practiced on beaten tracks or on roads or paths that are easily passable for anyone. If the premium calculation shows that the risk of water sport is included under the policy, the Company is obliged to pay compensation, with due observance of the provisions in these terms and conditions;
  - e. if the insured had the accident while practicing winter, golf and water sport activities, at the age of 69 or older.

## Article 17. Complaints procedure

Disputes and/or complaints ensuing from this agreement must be submitted to the Customer Service department of the Company, attn. of the Board, at J.B. Gorsiraweg 6, P.O. Box 581, klantenservice@ennia.com.





#### **Article 18. Registration of personal data**

When you apply for insurance, you are asked to provide personal data. The Company processes such data in order to conclude and execute agreements, for marketing activities, to prevent and combat fraud towards financial institutions, for statistical analyses and in order to be able to fulfill statutory obligations.

The Company may consult your data at other (ENNIA) companies in connection with a responsible acceptance policy. Within that framework, the ENNIA companies, ENNIA Caribe Schade N.V., ENNIA Caribe Leven N.V., ENNIA Caribe Holding N.V., ENNIA Caribe Zorg N.V. , ENNIA Caribe Schade (Aruba) N.V. and ENNIA Caribe Leven (Aruba) N.V. may exchange data between them. The objective is to control risks and prevent fraud.

The privacy regulations are available on the Company's website, [www.ennia.com](http://www.ennia.com).

*These Terms and Conditions have been translated for your convenience. Reasonable efforts have been made to provide an accurate translation, however, no translation is perfect nor is it intended to replace the original Terms and Conditions. If any questions arise related to the accuracy of the Terms and Conditions contained in this translated English version, please refer to the Dutch version, which is the original version. In case of discrepancies or differences between the English version and the Dutch version, the original Dutch Terms and Conditions will apply.*



## COVERAGE SUMMARY ENNIA SHORT TERM TRAVEL INSURANCE

### ARUBA (AWG) | CURACAO (ANG)

| Coverage headings:                         |   | Combination A                    | Combination B                  | Combination C                  | Combination D                  |
|--|---|----------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>I</b>                                   | <b>Luggage</b>  |                                  |                                |                                |                                |
|  | A: Carried on luggage: by the insured person on return travel taken suitcase, hand luggage, clothing, shoes, toilet preparations, fur, leather and suede clothes, goods bought during travel, existing prostheses including dentures, but no contact lenses.<br>- Theft out of the vehicle of goods bought during travel. | 1.500,-<br>500,-                 | 1.000,-<br>400,-               | 750,-<br>300,-                 | 500,-<br>100,-                 |
|  | B: Valuables: which includes jewelry, real pearls, watches and other items such as precious stones or metals, platinum, gold, silver or other.<br>- Theft out of the vehicle of valuables during travel.  | 1.500,-<br>500,-                 | 800,-<br>400,-                 | 700,-<br>300,-                 | 350,-<br>100,-                 |
|  | C: Instruments/equipment: which includes audio and video equipment, telecommunications equipment, viewers and other optical instruments, computer equipment and musical instruments.<br>- Theft out of the vehicle of instruments/equipment during travel.  | 2.000,-<br>500,-                 | 1.500,-<br>400,-               | 500,-<br>200,-                 | 100,-<br>50,-                  |
|  | D: Bicycles, wheelchairs and strollers, car and bicycle tools if not belonging to the standard equipment of the vehicle.  | 750,-                            | 500,-                          | 350,-                          | 250,-                          |
|  | E: Travel documents: such as passport, driving license, vehicle registration, travel tickets, etc. to the maximum insured amount.<br>- Theft out of the vehicle of travel documents during travel.  | At cost<br>500,-                 | At cost<br>500,-               | At cost<br>500,-               | At cost<br>500,-               |
|  | *F: Winter/Golf /Watersports: (hired) equipment for winter sports, golf or watersports, if insured .  | 2.500,-                          | 1.500,-                        | 500,-                          | 500,-                          |
|  | G: Delayed arrival of luggage   | 100,-                            | 75,-                           | 50,-                           | 50,-                           |
| <b>II</b>                                  | <b>Medical costs</b>  |                                  |                                |                                |                                |
|  | A: Acute disease  | 10.000,-                         | 7.500,-                        | 2.500,-                        | 2.500,-                        |
|  | B: Accident   | 17.500,-                         | 12.500,-                       | 7.500,-                        | 5.000,-                        |
|  | C: Air-ambulance, for persons up to and including 69 years  | 3.000,-                          | Not applicable                 | Not applicable                 | Not applicable                 |
|  | *D: Extra Air-ambulance, if insured   | 15.000,-                         | 15.000,-                       | 15.000,-                       | 15.000,-                       |
|  | *E: Extra Medical costs (1), if insured   | 15.000,-                         | 15.000,-                       | 15.000,-                       | 15.000,-                       |
|  | *F: Extra Medical costs (2), if insured   | 30.000,-                         | 30.000,-                       | 30.000,-                       | 30.000,-                       |
| <b>III</b>                                 | <b>Dentistry costs total maximum</b>  | <b>750,-</b>                     | <b>500,-</b>                   | <b>300,-</b>                   | <b>200,-</b>                   |
|  | A: Damage to natural teeth due to an accident   | 500,-                            | 400,-                          | 200,-                          | 100,-                          |
|  | B: Emergency dental care, per element   | 150,-                            | 100,-                          | 100,-                          | 100,-                          |
| <b>IV</b>                                  | <b>Repatriation of mortal remains total maximum</b>   | <b>20.000,-</b>                  | <b>15.000,-</b>                | <b>10.000,-</b>                | <b>10.000,-</b>                |
|  | Transport of remains to the residence in Aruba, Bonaire, Curaçao, Saba, St. Eustatius or St. Maarten.<br>- Persons over 69 years  | 20.000,-<br>7.500,-              | 15.000,-<br>5.000,-            | 10.000,-<br>2.500,-            | 10.000,-<br>2.500,-            |
| <b>V</b>                                   | <b>Extraordinary expenses total maximum</b>   | <b>40.000,-</b>                  | <b>35.000,-</b>                | <b>20.000,-</b>                | <b>15.000,-</b>                |
|  | A: Cost of travel disruption  | At cost                          | At cost                        | At cost                        | At cost                        |
|  | B: Cost of rescue and recovery actions for insured person   | 17.500,-                         | 7.500,-                        | 5.000,-                        | 5.000,-                        |
|  | C: Telecommunication costs  | 400,-                            | 150,-                          | 150,-                          | 100,-                          |
|  | D: Necessary additional accommodation expenses per insured per day (max. period 14 days)  | 200,-                            | 150,-                          | 150,-                          | 100,-                          |
|  | E: Not mentioned other necessary travel expenses  | At cost                          | At cost                        | At cost                        | At cost                        |
|  | F: Damage to accommodation  | 1.000,-                          | 500,-                          | 250,-                          | 250,-                          |
| <b>VI</b>                                  | <b>Accidents total maximum</b>  | <b>150.000,-</b>                 | <b>125.000,-</b>               | <b>50.000,-</b>                | <b>25.000,-</b>                |
|  | A: - Death due to an accident<br>- Persons up to 16 years<br>- Persons over 69 years  | 75.000,-<br>10.000,-<br>10.000,- | 50.000,-<br>5.000,-<br>5.000,- | 20.000,-<br>5.000,-<br>5.000,- | 10.000,-<br>2.500,-<br>2.500,- |
|  | B: - Permanent disability due to an accident<br>- Persons over 69 years   | 150.000,-<br>5.000,-             | 125.000,-<br>5.000,-           | 50.000,-<br>2.500,-            | 25.000,-<br>Not applicable     |
| <b>Premium per insured person per day:</b> |   | <b>7,-</b>                       | <b>5,-</b>                     | <b>2,25</b>                    | <b>1,75</b>                    |
| <i>For residents of Aruba and Curaçao</i>  |   |                                  |                                |                                |                                |

|   |             |             |             |             |
|---|-------------|-------------|-------------|-------------|
| <b>Premium for additional coverage per insured person (up to and including 69 years) per day:</b>                     |             |             |             |             |
| * Winter sports, golf and watersports   | 3,-         | 2,75        | 2,50        | 2,50        |
| * Extra Air-ambulance   | 3,-         | 3,-         | 3,-         | 3,-         |
| * Extra Medical costs (1)   | 2,-         | 2,-         | 2,-         | 2,-         |
| * Extra Medical costs (2)   | 3,-         | 3,-         | 3,-         | 3,-         |
| <b>Minimum premium</b>  | <b>25,-</b> | <b>25,-</b> | <b>25,-</b> | <b>25,-</b> |
| Children up to 4 years are insured, free of charge in Combination D. Please give notice of the names of the children. |             |             |             |             |
| Deductible of 100,- guilders per insured person applies in case of luggage claim.                                     |             |             |             |             |
| <b>General conditions number: RC-003</b>  |             |             |             |             |
| All amounts are in <b>AWG for Aruba</b>   All amounts are in <b>ANG for Curaçao</b>                                   |             |             |             |             |



## General terms and Conditions of ENNIA Short-Term Cancellation Insurance no. AC-001

### General Provisions

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## ARTICLE 1 DEFINITIONS

**Company:** the company named in the policy schedule: ENNIA Caribe Schade (Aruba) N.V., a public limited liability company, or ENNIA Caribe Schade N.V., a public limited liability company.

**Policyholder:** the party that has entered into the insurance agreement with the Company.

**Insured:** the Policyholder, also the insured, as well as anyone who is named as such in the policy schedule or the persons named in these Conditions.

**Late Arrival:** late departure or, due to unforeseen delays, late arrival at the destination, beyond the Insured's control.

**Cancellation:** the unavoidable abandonment of the Trip or commencement of the Trip one or more days late, within the policy period, as a result of an unexpected and unforeseen covered Event.

**Cancellation Costs:** the costs due by the Insured on the grounds of Cancellation of the Trip and/or the costs due, such as administrative costs, related to the accommodation/rental package, insofar as the costs consist of payments already made, payments yet to be made on the grounds of obligations under the agreement in question, or any Rebooking Costs and Ticket Costs.

**Serious Sickness or Serious Injury:** a sickness or injury of a nature that gives rise to an alarming condition in which the life of the person involved is at risk.

**Event:** an uncertain event or a series of directly related events that is/are reason for the Insured to request the Company to make payment.

**Family Member:** the spouse or a person with whom the Insured cohabits on a long-term basis, as well as blood relatives once and twice removed, of either the Insured or his or her spouse or the person with whom the Insured cohabits on a long-term basis.

**Fraud:** deliberately obtaining or attempting to obtain reimbursement of loss in kind and/or assistance to which the Insured is not entitled, on the basis of false information.

**Malicious Contamination:** the spreading of germs and/or substances that, due to their indirect physical, biological, radioactive or chemical impact, can cause injuries and/or damage to health, possibly resulting in death, in humans or animals, and/or damage to property, or that can otherwise harm economic interests, whereby it is plausible that the spreading was planned and/or performed, in an organisational context or otherwise, with a view to realising certain political and/or religious and/or ideological objectives.

**Medical Advisor:** the physician who advises the Company on medical affairs.

**War and Associated Risks:** war, armed conflict, a hostile invasion, acts by foreign enemies, hostilities or acts of war (irrespective of whether a declaration of war has been issued), civil war, rebellion, riots and mutiny, revolution, uprising, sabotage, strikes, civil unrest of the nature of or equivalent to a popular revolt, or a military or unlawful seizure of power.

**Unused Travel Days:** Travel Days that have not been used for an unexpected or unforeseen reason, during an uninterrupted period of at least 24 hours, which the Insured has not spent during the policy period at the Travel Destination or at the accommodation for which the travel and/or accommodation/rental package was taken out.

**Accident:** a sudden, external, involuntary impact of violence on the body of the Insured that has given rise to injuries that can be medically established, directly and without any other causes being involved, or that has resulted in death. This also includes:

- a. freezing, burning, drowning, a lightning stroke or other electrical discharge, irritation caused by caustic liquids, suffocation and sunstroke;
- b. sunburn, exhaustion, starvation and dehydration, caused by involuntary isolation, for instance due to a shipwreck, emergency landing, collapse or natural disaster;
- c. substances or objects involuntarily entering the airways, the digestive system, the auditory ducts or the eyes from the outside, resulting in internal injuries;
- d. spraining, dislocation and torn muscles, also if caused by a sudden exertion of the Insured himself/herself, provided that it is accompanied by externally visible symptoms;
- e. acute poisoning caused by the ingestion of gases, vapours or solid or fluid substances, with the exception of medicines and stimulants;
- f. infection by germs caused by an involuntary fall into water or another substance; and
- g. infection and blood poisoning caused by the entry of germs as a result of an injury caused by an Accident;

**Rebooking Costs:** the costs of rebooking the Trip to a later date, which makes overall Cancellation unnecessary.

**Premium:** the amount paid for the insurance, including administrative costs and turnover tax.

**Preventive Measures:** measures taken by the authorities and/or an Insured and/or third parties to ward off the immediately imminent risk of terrorism or Malicious Contamination or, if that risk has materialised, to limit the consequences.

**Trip:** booked transport and/or accommodation outside the Insured's own place of residence, of a recreational or business nature, or for emigration purposes.

**Travel Destination:** the planned or other place(s) to which the Insured travels during the policy period.

**Travel Day(s):** any and all days on which the Insured stays or planned to stay abroad during the policy period.

**Travel Companion:** the person named in the booking/reservation form of the same Trip, who will be travelling together with the Insured and who is not named in the policy schedule.

**Trip Interruption:** the unavoidable termination of the Trip during the policy period, as a result of an unexpected and unforeseen covered Event.

**Travel Organisation:** an organisation that organises holiday trips.

**Total Travel Costs:** the total costs payable and/or paid before the start of the Trip for bookings and reservations of transportation and accommodation for which the insurance is taken out. This term does not include costs incurred at the destination, e.g. the costs of trips/sub-trips, excursions, etc.

**Travel Amount per Day:** the personal or other Total Travel Costs divided by the total number of Travel Days.

**Terrorism:** violent acts and/or conduct in the form of an attack or a series of attacks that are related in terms of time and objective, that give rise to injuries and/or damage to health, possibly resulting in death, and/or causing damage to property or otherwise harming economic interests, whereby it is plausible that that attack or that series of attacks was planned and/or performed, in an organisational context or otherwise, with a view to realising certain political and/or religious and/or ideological objectives.

**Terrorist Act:** an act including but not limited to the use of power or violence and/or the threat of violence by any person or group(s) of persons, committed individually or on behalf of or in the context of any organisation(s) or authority/authorities for political, religious, ideological or similar purposes, including the intention to influence any authority and/or the community, or to strike terror into any part of the community.

**Ticket Costs:** costs incurred before the start of the Trip for transportation to the Travel Destination.

**Natural Disasters:** disasters caused by natural forces, including but not limited to earthquakes and seaquakes, a hurricane, flooding, a volcanic eruption, an avalanche, forest fire or landslide.

**Habitual Place of Residence:** the address at which the Insured is registered in the population register, usually the place from which the Trip is commenced and to which the Insured returns.

**Late Departure:** unexpected, unforeseen late departure to the Travel Destination beyond the Insured's control.

**Policy Period:** the term of the insurance agreement.

**Agent:** a person who does not take part in the Trip and who acts as the Insured's replacement or agent/business manager during his or her absence. The Company must be informed of his or her name before the start of the Trip.

## ARTICLE 2 BASIS OF THE INSURANCE

1. The insurance is taken out on the basis of a fully and truthfully completed and signed application form, as well as any additional information provided. The Policyholder is responsible for the correctness and completeness of the information provided.
2. The Company is not required to reimburse any costs if it has not been given the opportunity to assess the correct scope of the risk to be insured. That assessment will not be possible if no complete or truthful answers have been given to the questions presented by or on behalf of the Company, or in the event of a deliberate act aimed at misleading the Company.
3. In a case as referred to in the preceding sentence the Company may furthermore terminate the insurance agreement as from a date determined by the Company, without observing any notice period. Statements and undertakings are binding only if they have been confirmed in writing by the Company.

4. Unless the parties have otherwise expressly agreed, this agreement is in accordance with the statutory requirement of uncertainty if and insofar as the loss whose compensation is claimed is due to an Event in respect of which it was uncertain to the parties when the insurance agreement was concluded that it would give rise to loss for the Insured or would normally give rise to such loss. Loss that does not meet this uncertainty requirement is not covered.
5. A request for compensation must be made within a period of three years after the person entitled to compensation became aware that the compensation was due.
6. Statements and undertakings are binding only if they have been confirmed in writing by the Company. In that regard the Company will use the addressee's address most recently known to it.

### ARTICLE 3 TERRITORY

This insurance applies to Trips worldwide, provided that on the date on which the insurance is taken out the Insured:

- a. has his or her habitual place of residence on Aruba, Bonaire, Curaçao, Sint Maarten, Saba or Sint Eustatius; or
- b. had his or her habitual place of residence in one of those areas before the start of the Trip for the purpose of emigration.

### ARTICLE 4 DURATION AND COVER OF THE INSURANCE

The insurance is valid:

1. for the period and cover stated in the policy schedule in the event of Cancellation and/or Trip Interruption;
2. during an uninterrupted period of no more than 90 days; or
3. in accordance with the policy schedule during an uninterrupted period of no more than 180 days per Trip.

The cover commences after payment of the Premium and ends on the end date of the Trip. The cover is valid during the following periods:

**Cancellation:** from the moment the insurance is taken out until the moment at which the first booked transportation and/or accommodation is scheduled.

**Trip Interruption:** from the moment the Trip commences until the moment the Trip ends.

**Late Departure:** from the moment of departure from the Insured's dwelling with a view to the Trip abroad or from the moment the Insured's late arrival at the first Travel Destination due to an unforeseen delay.

### ARTICLE 5 PREMIUM PAYMENT AND REFUND

1. The Policyholder must pay the Premium, including the costs and turnover tax, in advance.
2. The Policyholder must pay the Premium at all times. All judicial and extrajudicial costs incurred by the Company in collecting the outstanding instalments and the statutory interest due, if any, are payable by the Policyholder.
3. Except in the event of termination on the grounds of intent to mislead the Company, the current premium is reduced in an equitable fashion in the event of premature termination. The administrative costs are not refunded.

### ARTICLE 6 OBLIGATIONS OF THE INSURED

If the Insured fails to perform his or her obligations or to do so in a timely manner, the Company may deduct from the benefits the loss that it consequently incurs, or the entitlement to benefits lapses.

The Insured must:

1. provide the correct information when taking out the insurance and pass on any changes in a timely manner. If it later becomes apparent that incorrect information has been provided, that may result in loss of the entitlement to damages or in termination of the policy.

- The Insured is then informed accordingly in writing. Any changes that may be relevant to the amount of the benefits must be passed on to the Company within 14 days after the insurance is taken out;
2. within reasonable limits take all measures to prevent, reduce or mitigate loss and costs;
  3. in respect of any Event that may give rise to an obligation to pay benefits for the Company:
    - immediately (no later than within three working days) after an insured Event report that Event to the Company;
    - send the fully completed and signed claim form to the Company within seven days after a Cancellation or Trip Interruption;
    - send all relevant documents and information to the Company, including but not limited to the police report in the event of theft, for instance;
    - provide all the cooperation required by the Company;
    - refrain from any actions that might harm the Company's interests;
    - submit a statement by the local physician in attendance who advised early return if the Trip has been interrupted for medical reasons. It must be apparent from that statement that the early return or late departure was necessary for medical reasons;
    - in the event of late departure for which the transport provider is probably or definitely to blame and that may give rise to an obligation to pay compensation for the Company, immediately file a specified claim for damages with the transport provider and send the Company written evidence of that claim together with the reply received from the transport provider.
  4. visit medical officer to be engaged by the Company if the Company considers that necessary; and
  5. fully cooperate in the claim settlement in order to recover the loss from third parties.

#### **ARTICLE 7 BENEFITS**

The Company is lawfully discharged if the payments due under this insurance are made in the following manner:

1. payment is made to the Policyholder or the Insured or his or her heirs;
2. payment is made only on presentation of the original invoices and other evidence;
3. any refund of costs incurred by the Insured paid by a hotel, landlord, travel/transport organisation are deducted from the benefits paid under this insurance;
4. benefits will in no event exceed the booked travel/rental costs or the Total Travel Costs per day per Insured;
5. all benefits are paid in the legal tender at the exchange rate that applies at the banks located in the habitual place of residence on the date on which the Company receives the invoices submitted;
6. notification by the Company to the Policyholder is sent to his or her address most recently known to the Company or to the address of the insurance broker through whose agency this insurance was taken out. The Policyholder must inform the Company in writing of any change in his or her address.

#### **ARTICLE 8 EXCLUSIONS**

The Company is not required to pay any benefits in the event of loss (that has arisen and/or increased) if:

1. assessment of the loss is impossible due to an untruthful statement or because a situation has been misrepresented;
2. such circumstances were known or existed when the insurance was taken out that it was to be expected that the Trip would have to be cancelled or interrupted;
3. the Event, including Preventive Measures, is directly or indirectly related to acts or circumstances such as Malicious Contamination, Terrorism and Acts of War;
4. the Event was caused by or related to a nuclear reaction;
5. the Event was caused by intent or gross recklessness of the Insured or of a party that has an interest in the benefits;
6. the Event took place with the permission of the Insured and/or another interested party or was due to the deliberate ignoring of a prohibition;



7. the Event is related to theft, robbery or riots in which firearms or other weapons were used;
8. the Event is directly or indirectly related to suicide or attempted suicide of the Insured;
9. the Event occurred during the committing of or participation in a crime, hijack or attempted crime or hijack, fights or daredevilry other than aimed at lawful defence or self-defence, or saving or protecting persons, animals or goods;
10. the Event was caused by the Insured being under the influence of alcohol and/or any intoxicants or stimulants or by illegal use of medicines or substances;
11. the Event is due to a Natural Disaster or its consequences before the start of the Trip;
12. the Event is due to Late Arrival on returned to the Insured's habitual place of residence;
13. the Insured fails to perform one or more of the obligations recorded in these Conditions;
14. the loss is covered by other insurance, possibly of an older date, or on the grounds of any act or arrangement, or would be covered in that manner if this insurance had not existed;
15. the Cancellation is due to failure to perform the payment obligations under the travel and/or accommodation/rental agreement concluded;
16. the Event is due to Fraud at the travel organisation or at the accommodation of the Insured; or
17. insofar as the loss is covered by other insurance, possibly of an older date, or on the grounds of any act or arrangement, or would be covered in that manner if this insurance had not existed.

#### **ARTICLE 9 SCOPE OF THE INSURANCE**

The Company guarantees each Insured reimbursement of the costs of cancelling or interrupting the Trip. The Company reimburses Total Travel Costs per day, or the Insured Total Travel Costs, in the event of:

- a. Cancellation of the Trip;
- b. Trip Interruption;
- c. Late Arrival/Late Departure

#### **ARTICLE 10 COVERED EVENTS**

In the event of loss that is directly due to the following uncertain Events that have occurred, the Company reimburses the following:

1. **Death, sickness and Accident:**
  - a. if the Insured, a resident partner, an accompanying or non-accompanying Family Member once or twice removed, or the Agent dies, falls seriously ill or incurs a serious injury, provided that that Event has been medically ascertained within 24 hours after Cancellation or Trip Interruption by the physician/specialist in attendance;
  - b. if a Family Member of the Insured once or twice removed urgently requires care from the Insured due to an Accident or sudden sickness (or deterioration of an existing sickness) and no one other than the Insured can provide that care; and
  - c. in the event of death, Serious Sickness or a serious injury of family or friends of the Insured who reside abroad, as a result of which the intended stay of the Insured at those persons is impossible.
2. **Unforeseen medically necessary operation:**
  - a. of the Insured, co-Insured, resident partner, non-accompanying Family Member once or twice removed or the Agent, as a result of which the Insured must cancel or interrupt the Trip;
  - b. an operation related to transplantation of a donor organ, among other things, is put on a par with a medically necessary operation;
  - c. the medically necessary operation must be confirmed (in arrears) in the opinion of the Company's Medical Advisor. A medically necessary operation is in any event **not** involved if the Insured, co-Insured, resident partner or non-accompanying Family Member once or twice removed was on a waiting list or other list for the operation before the start of the insurance already, or the medically necessary operation was scheduled to be performed during the Trip;

3. **Damage to property:** the insurance covers Cancellation Costs or Trip Interruption if property (real property, furniture, household effects or merchandise) of the Insured or co-Insured in the place of residence or business in which the Insured or co-Insured works has been seriously damaged by fire, theft, explosion, storm, lightning or flooding, as a result of which the presence of the Insured, co-Insured is urgently required;
4. **Damage to the travel accommodation:** in the event of damage to the travel accommodation of the Insured caused by fire, explosion, storm, lightning or flooding, as a result of which the accommodation of the Insured there or temporary elsewhere in the direct vicinity and in similar circumstances has become impossible. This is subject to the condition that reimbursement of reservation/rental already paid by the owner/landlord or travel organisation to the Insured is impossible under the reservation/rental/Travel agreement;
5. **Pregnancy:** in the event of a complication during pregnancy of the Insured or co-Insured, the wife or the person with whom the Insured or co-Insured cohabitates on a long-term basis, provided that the complication has been medically ascertained by the physician/specialist in attendance;
6. **Unemployment:**
  - a. reimbursement of Cancellation Costs if the Insured has involuntarily become unemployed after permanent employment and the Insured can submit proof of dismissal;
  - b. the acceptance of a new job by the Insured, after unemployment, involving an employment relationship of at least 20 hours a week for a period of at least six months, whereby it is not possible to take sufficient days' leave for the Trip and during the travel period under the employment conditions. Reimbursement of Cancellation Costs and Trip Interruption costs is subject to the condition that the date of employment falls within the policy period;
7. **Vaccination/inoculation:** reimbursement of Cancellation Costs if the Insured or co-Insured cannot be vaccinated/inoculated for medical reasons while vaccination/inoculation is obligatory for the Trip;
8. **New dwelling:**
  - a. reimbursement of Cancellation Costs and Trip Interruption costs if the Insured is given a dwelling whose contract commences during the Trip or within a period of 30 days before the start of the Trip. This is subject to the condition that the Insured can submit a lease or other agreement signed by the parties from which this is clearly apparent;
  - b. reimbursement of Cancellation Costs if the Insured purchases a new dwelling that is delivered or transferred within 30 days before the start of the Trip.
9. **Divorce:** in the event of irretrievable breakdown of the marriage of the Insured as a result of which divorce proceedings are commenced after the Trip has been booked. Dissolution of a notarial cohabitation agreement that was valid at the time at which the insurance was taken out is put on a par with irretrievable breakdown of the marriage. The divorce or dissolution petition must be filed no later than 30 days after the Cancellation;
10. **Lack of a visa:** reimbursement of Cancellation Costs if the Insured unexpectedly cannot obtain a visa that he or she needs or if that visa is unexpectedly withdrawn. The Insured may not be to blame for the withholding or withdrawing of the visa;
11. **Travel documents:** reimbursement of Cancellation Costs in the event of theft, loss or misplacement of travel documents required for the Trip of the Insured 48 hours before the date of departure. This is subject to the condition that the Insured immediately files a report with the local police immediately after the Event. Proof of the report filed must be submitted to the Company;
12. **Cancellation by the travel organisation:** reimbursement of Cancellation Costs if the Trip is not continued by the travel organisation and the Insured cannot obtain reimbursement of the Total Travel Costs already paid from the travel organisation.
13. **Re-examination:** reimbursement of Cancellation Costs or Trip Interruption costs in the event of an unexpected re-examination of resit after the final examination of the Insured in a multi-year course that cannot be postponed until after the Trip;
14. **Cancellation or Trip Interruption by an travelling companion:** if a travelling companion of the Insured suddenly cancels or interrupts the Trip, as a result of which the Insured can no longer travel alone:
  - a. if the reason for the Cancellation or Trip Interruption is a covered Event under this insurance policy;
  - b. only if the travelling companion has a cancellation insurance of his/her own under which the travelling companion has received reimbursement for Cancellation or Trip Interruption.

15. **Adoption or guardianship:** reimbursement of the Cancellation Costs or Trip Interruption costs if the Insured is suddenly given an adoption child or guardianship as a result of which the Trip cannot go ahead;
16. **Concert, theatre performances or final matches:** the Company reimburses the cost, including the administrative or reservation costs, of theatre performances or final match tickets if the Cancellation or Trip Interruption is directly due to:
  1. a serious Accident, Serious Sickness or death of the Insured, a resident partner or a Family Member once or twice removed; or
  2. complications during pregnancy of the Insured, the wife or resident partner of the Insured that occur after the booking of the concert, performance or match.

#### ARTICLE 11 CANCELLATION OF THE TRIP

The Company reimburses Cancellation Costs of a covered Event, but in no event in excess of the costs charged on the Cancellation. If the Event is unexpected and unforeseen and takes place during the policy period, only the following costs are reimbursed:

- the Cancellation Costs or Rebooking Costs payable to the travel organisation that the Insured must pay after Cancellation;
- the costs of rebooking the Trip to a later date in order to prevent Cancellation of the entire Trip;
- the extra travel costs because the Insured travels using a different means of transport than planned to arrive at his or her holiday destination on the grounds of medical advice;
- the loss incurred by any required travelling companion (1) if it is medically irresponsible to continue the Trip that has been booked before departure;
- the Cancellation Costs at the transportation rental company insofar as rent to third parties was impossible in full or in part; in other words, only the administrative costs and any penalties qualify for reimbursement; and
- any increase of the original Total Travel Costs in the event of partial Cancellation of hotel or apartment reservations, also if not all the Insured cancel the Trip.

#### ARTICLE 12 TRIP INTERRUPTION

If the Trip is interrupted whereby the Insured returns to his or her place of residence due to a covered Event before the originally scheduled return date. Reimbursement is paid only if the Event is unexpected and unforeseen and takes place during the policy period. The Company reimburses the Total Travel Costs per day up to the insured Total Travel Costs, with the exception of the return travel day(s).

- If part of the insured Total Travel Costs has been reimbursed to the Insured by the rental company, travel organisation and/or transportation company, the Company reimburses no more than the remaining insured Total Travel Costs.
- The Company will pay the Insured and the accompanying Family Members personal Total Travel Costs or Total Travel Costs per day, up to the insured Total Travel Costs in the event of admission to hospital. An unused travel day is involved if the Insured has been admitted to or has had to stay in hospital for an uninterrupted period of **at least eight hours**.
- After interruption of the Trip, no new travel period is taken into account with regard to measures to continue a Trip already commenced, despite a short stay for that period in the Insured's own country and/or at his or her habitual place of residence.



### ARTICLE 13 LATE DEPARTURE

1. Reimbursement for Late Departure is paid in the case of a Trip of more than three days and in the case of delays of more than eight hours on departure from the place of residence of the Insured or on arrival at the first travel destination.
2. If the Insured has been paid part of the insured Total Travel Costs by the travel organisation or transportation company, the Company reimburses an amount up to the remaining insured Total Travel Costs.
3. The Insured is not entitled to any reimbursement if the package is a world trip, with the exception of Late Departure from the Insured's place of residence to the first travel destination.
4. The Company reimburses the following maximum amounts on the basis of the Insured Total Travel Costs:
  - a. 8 to 20 hours delay: the Total Travel Costs per day
  - b. 20 to 32 hours delay: 2 x the Total Travel Costs per day
  - c. 32 hours delay or more: 3 x the Total Travel Costs per day

### ARTICLE 14 ENTITLED PARTY

1. Only the Insured is entitled to reimbursement. If the Insured dies, the natural persons who are his or her heirs are entitled to benefits. An heir must submit a attestation of admissibility to the estate at the Company's request.
2. Reimbursement is paid only to an Insured or to the Policyholder.
3. If the Company has taken a final position in respect of a claim of an entitled party under the policy, either by rejecting the claim or by making payment or a payment offer by way of final settlement, any entitlement to reimbursement regarding the Event on which the claim was based expires after a period of three years, commencing on the day following that on which the Company has either acknowledged the claim or has clearly stated that it rejects the claim, unless the Insured has legally challenged the Company's position within that period.

### ARTICLE 15 PRIVACY

The personal data provided on the application for insurance and any further personal data to be provided may be included in the personal data records kept by the Company. Privacy rules apply to those records.

### ARTICLE 16 DISPUTES/COMPLAINTS PROCEDURE

1. Complaints arising from this agreement must be submitted to the management board of:  
Ennia Caribe Schade N.V., at J.B. Gorsiraweg 6, P.O. Box 581, Curacao, [klantenservice@ennia.com](mailto:klantenservice@ennia.com)  
Ennia Caribe Schade N.V., at Centrumgebied z/n, P.O. Box 349, Bonaire, [bonaire@ennia.com](mailto:bonaire@ennia.com)  
Ennia Caribe Schade N.V., at W.J.A. Nisbeth Road 97, P.O. Box 394, Sint Maarten, [sintmaarten@ennia.com](mailto:sintmaarten@ennia.com)  
Ennia Caribe Schade (Aruba) n.v., at Caya G.F. (Betico) Croes 85, P.O. Box 38, Aruba, [aruba@ennia.com](mailto:aruba@ennia.com)
2. Unless otherwise agreed, only the court in the territory of the Joint Court of Justice of Aruba, Curaçao, Sint Maarten and of Bonaire, Sint Eustatius en Saba has exclusive jurisdiction.

### ARTICLE 17 PERSONAL DATA REGISTRATION

Personal data are requested at the start of an insurance policy. The Company will process those data in the context of the conclusion and performance of agreements; for the performance of marketing activities; to avoid and control Fraud in relation to financial institutions; for statistical analysis; and in order to comply with statutory obligations. With a view to a sound acceptance policy, the Company may consult the Insured's data at other companies of ENNIA. In this context the ENNIA companies ENNIA Caribe Schade N.V., ENNIA Caribe Leven N.V., ENNIA Caribe Holding N.V. and ENNIA Caribe Zorg N.V. may exchange data among themselves. The purpose of doing so is to control risks and prevent Fraud.



## COVERAGE HEADINGS ENNIA CANCELLATION INSURANCE

**Insured sections:**

| I  | Coverage and premiums   |
|----|---|
| A. | Cancellation prior to travelling: 2.5% of the cost of travel. |
| B. | Cancellation after departure: 2.0% of the cost of travel.     |
| C. | Both options (A + B): 4% of the cost of travel.               |

**General conditions number: AC-001**