

# POLISVOORWAARDEN

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## **TRIAS** *Annulering* *(Short Term Cancellation)*

Assuria

**ZEKER**  
op **REIS**

**POLICY CONDITIONS TRAVEL INSURANCE ASSURIA (TRIAS)  
CANCELLATION *SHORT-TERM***

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# POLICY CONDITIONS TRAVEL INSURANCE ASSURIA (TRIAS) CANCELLATION SHORT TERM

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## Article 1 Definitions

- 1.1 Assuria/ Us/ Company**  
Assuria Schadeverzekering N.V., the insurer with whom this insurance has been taken out.
- 1.2 Interruption of the trip**  
Premature return to the country of origin.
- 1.3 Cancellation**  
Necessarily giving up the travel or rental agreement in connection with the accommodation and/or transport.
- 1.4 Family in the 1<sup>st</sup> or 2<sup>nd</sup> degree**  
The wife/husband or housemate, parents (including the parents of the housemate), parents-in-laws, stepparents, foster parents, children, stepchildren, foster children and grandchildren, grandparents, as well as the (grandparents of the housemate) brothers and sisters, brothers-in-law and sisters-in-law.
- 1.5 Serious illness or serious accidental injury**  
Illness or accident, such that it is a question of an alarming situation in the course of which there is fear for the life of the persons concerned.
- 1.6 Daily reimbursement**  
The total travel and/or rental costs divided by the number of days of the trip and/or total rental costs and then divided by the number of insured persons.
- 1.7 Fraud**  
Committing or attempting to commit forgery of documents, deceit, impairment of creditors or rightful claimants and/or embezzlement by the persons and/or organizations involved in the effectuation of the insurance, aimed at obtaining an insurance cover or performance one is not entitled to, and this under false pretences.
- 1.8 Occurrence**  
An incident the insured did not foresee upon taking out the insurance or a series of related incidents with the similar damaging cause. The incident or incidents must have taken place during the validity of the insurance.
- 1.9 Rental agreement**  
Agreement that you enter into, in connection with accommodation and/or transport during your trip.
- 1.10 Housemate**  
The partner of the insured and his or her children living at home, who are registered at the same address with the population register and who live as a family with the insured.
- 1.11 Country of origin, residing**
- Country of origin: the country where the insured resided prior to his departure to the policy territory.
  - Residing: assessed according to individual circumstances where someone lives. In general where someone has the centre of his social existence. This is determined on the basis of the actual circumstances in the concrete case in which on the one hand the judicial, economic and social ties with a country play a role and on the other hand the ties with the country of origin.
- 1.12 Transfer fee**  
The costs of transferring the trip to a later date, as a result of which total cancellation becomes redundant.
- 1.13 Travel**  
Booked transportation from the time of departure from the country of origin (Suriname) to one or multiple destinations in a single period up to the time of return in the country of origin.
- 1.14 Travelling companion**  
A person who travels along with the insured and who is not mentioned in the policy.
- 1.15 Total travel costs**  
The total of priorly indebted and/or paid amounts for reservations of the trip, transport and/or accommodation. Costs of among other things (sub)trips that are made on the place of destination, are not included in this respect.
- 1.16 You / your**  
(Of) the person who has taken out the insurance with us.
- 1.17 Insured persons**  
The persons mentioned on the insurance certificate, on the condition that they reside in Suriname and on the condition that the trip started in Suriname.
- 1.18 Policyholder**  
The person who has taken out the insurance and in whose name the insurance is drawn up.

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## Article 2 Basis of the insurance

2.1 The information provided by the policyholder or the insured with the application, shall apply as the basis of this insurance and shall be deemed to constitute an integral part of the policy.

## Article 3 Validity insurance

3.1 The insurance is effective for the period as mentioned on the policy schedule. The insurance is valid as of the effective date of the policy up to and including the end date of the trip according to the policy.

## Article 4 Policy territory

4.1 The insurance provides worldwide cover.

## Article 5 Premium payment and refund

5.1 The policyholder is obliged to pay the premium and costs due, prior to the inception of the insurance. As soon as the cover has become effective, the right to refund of premium ceases to exist, unless the trip is cancelled by the travel agency.

5.2 The premium is payable via the bank per giro, via an Assuria agent or at the Assuria offices.

5.3 Non-payment of the premium and fees results in the insurance ceasing to be in force, without a notice of default being required.

## Article 6 Description of the cover

### **6.1 Cancellation prior to the commencement of the trip**

In case of cancellation Assuria shall compensate the cancellation fee the insured is legally due to the travel agency and/or transport service and/or lessor of accommodation and/or transport. These costs comprise the fully or partially paid total travel costs / rental costs and/or the transfer fee, if any. In order to be eligible for such compensation, in case of cancellation it must be a question of one of the following occurrences, which is uncertain the moment

of making reservations for the travel / rental agreement and at the moment of taking out this insurance:

- a. death, illness or accidental injury of the insured of such nature that considering the physical and/or psychological state, on medical grounds the insured is not able to participate in the trip.
- b. death, serious illness or serious accidental injury as described in article 1, of family members in the 1<sup>st</sup> and 2<sup>nd</sup> degree or housemate of the insured, who does not accompany him/her on his/her trip.
- c. surgery is necessary for the insured or his housemate, on the condition that this surgery can only be done during the travel / rental period.
- d. pregnancy with medical complications, observed after taking out the insurance, of the insured or his housemate, which can be proven by means of a medical certificate. These medical complications must be of such grave nature that the person concerned due to her physical and/or psychological state, on medical grounds is not able to participate in the trip.
- e. there is material damage to the house and/or household effects in ownership of the insured, on the condition that the importance of such damage is so big that the presence of the insured is urgently necessary during the travel / rental period.
- f. there is material damage to the company the insured is the owner of or where the insured is employed with as an employee, on the condition that the importance of such damage is so big that the presence of the insured is urgently necessary during the travel / rental period.
- g. after an employer-employee relationship the insured involuntarily becomes unemployed for an indefinite period of time as a result of the full or partial closure of the company he is employed with.
- h. loss or theft of a travel document of the insured necessary for the trip and this 24 hours prior to the date of departure. The insured is obliged to forthwith report this to the police. The insured must submit to the company, a statement of such reporting.

### **6.2. Interruption of the trip**

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In case of interruption of the trip, per insured a daily reimbursement is granted for each period of 24 hours as of the date of interruption. Also the days of the return trip are eligible for such compensation.

This cover only applies in case of the following:

- a. death, illness or accidental injury of the insured of such nature that considering the physical and/or psychological state, on medical grounds the insured is not able to participate in the trip.
- b. death, serious illness or serious accidental injury as described in article 1, of family members in the 1<sup>st</sup> and 2<sup>nd</sup> degree or housemate of the insured, who does not accompany him/her on his/her trip.
- c. there is material damage to the house and/or household effects in ownership of the insured, on the condition that the importance of such damage is so big that the presence of the insured is urgently necessary during the travel / rental period.
- d. there is material damage to the company the insured is the owner of or is employed with as an employee, on the condition that the importance of such damage is so big that the presence of the insured is urgently necessary during the travel / rental period.
- e. after an employer-employee relationship the insured involuntarily becomes unemployed for an indefinite period of time as a result of the full or partial closure of the company he is employed with.

### 6.3. One or several travelling companions

A compensation of cancellation fee or for interruption of the travel / rental agreement is granted, if there is an occurrence, which happened to a travelling companion not mentioned on the policy. This cover shall only apply in case:

- the affected travelling companion has a personal valid cancellation insurance; and
- the occurrence of the affected travelling companion falls under the cover of his or her holiday cancellation insurance; and
- that holiday cancellation insurance does not provide compensation to our insured person; and
- the affected travelling companion and our insured person can prove that they would travel there and back.

### Article 7 Exclusions

The following are excluded from this insurance:

- a. the consequences of occurrences related to illness and /or defects that already existed three months prior to the effective date of this insurance or caused complaints. This applies to both the insured and to family in the 1<sup>st</sup> or 2<sup>nd</sup> degree or the housemate of the insured;
- b. all damage as regards to which the insured or the interested party regarding the payment, made incomplete or untrue statements concerning the origin, the nature or size of such damage. As a result the insured cannot derive any right from this insurance;
- c. all damage if it turns out the insured did not comply with or not timely complied with an obligation and as a result impaired our interests;
- d. damage created intentionally or through gross negligence on the part of an insured or of someone who has an interest in the payment;
- e. damage resulting from or pertaining to the participation of the insured in, or knowingly and willingly engaging in drugs trafficking, (aircraft) hijacking, strike, riot, rebellion or act or terrorism;
- f. damage resulting from or pertaining to (civil) war, unless the insured proves that the damage is not related thereto;
- g. damage created by or related to nuclear reactions in the process of which energy is released such as nuclear fusion, nuclear fission and radioactivity, irrespective of how these were created;
- h. damage created or made possible by excessive use of alcohol by the insured, and by the use by the insured of intoxicating, stimulating or similar substances, including soft drugs and hard drugs;
- i. damage that is (in)directly related to suicide or an attempt thereto;
- j. damage during or as a result of participating in a crime or an attempt thereto;
- k. damage as a result of reasons for cancellation other than those referred to in article 6.1.
- l. damage created during the practice of professional or (as the case may be), semi-professional sports;

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- m. damage resulting from the participation in or preparation of speed, record and reliability runs on land, water or in the air with motor vehicles or motor vessels or aircrafts.

No payment is made, when on the date of issue of the policy mentioned on the policy schedule, cancellation was to be expected.

## **Article 8 General obligation in case of damage**

The insured is obliged, as soon as he is aware of an occurrence that may lead to an obligation on our part:

- a. to notify to us such occurrence as soon as possible, yet no later than within 2 weeks following cancellation or interruption of the trip.
- b. within 1 month to furnish us all relevant particulars and to send to us all the necessary documents.
- c. to restrict the damage as far as possible and to follow our instructions to that effect.
- d. to render us his full cooperation and to leave the leadership of the damage settlement and the judicial proceedings to us. He is also obliged to omit everything that may impair our interests.
- e. if necessary, at our request and at our expense to have himself/herself be examined by a physician so designated by us and to provide such physician with all the desired information.
- f. to render cooperation in case of recourse from third parties, if necessary by transfer of claims and by providing the necessary authorizations.
- g. to render cooperation in furnishing all relevant information necessary for claim settlement.

## **Article 9 How is the indemnity determined?**

- a. Assuria will compensate the damage and costs covered under this insurance only upon submission of the original receipts and other evidence.
- b. Assuria is entitled to pay to the insured who has submitted the receipts to be compensated; payment to the insured serves as a discharge from us by all the insured persons.

- c. Restitutions by the hotel, the lessor, the travel agency / transport service shall be deducted from such payment.
- d. Upon determining the payment, Assuria will not invoke underinsurance, if any. Assuria will never pay more than the reserved travel costs / rental costs or the insured amount per insured person per trip as mentioned on the insurance certificate.
- e. In case the insured is entitled to compensation on account of cancellation or interruption of the trip, then also the co-insured persons who travel with him/her shall be entitled to the applicable compensation. For all insured persons jointly, no higher compensation shall be paid than for maximally nine insured persons and the compensation to be paid shall be distributed over all the insured persons, proportionally to their share in the insured sum.
- f. In total, payment shall never exceed 100% of each share in the total travel costs.

## **Article 10 When can the insured derive no more rights from the insurance**

- If with regard to a damage, Assuria has taken a final position, then Assuria shall notify the insured thereof in writing. Such a final position implies: rejecting a claim, a final payment or an offer to that effect. If the insured does not object to this in writing within one year following our notification, his right to cover of such damage shall cease to exist.
- There may be an occurrence in the course of which the insured knows or should reasonably know that he may possibly refer to the insurance. If the insured does not report to us such an occurrence within six months, he may not derive any rights anymore from the insurance with regard to such occurrence.

## **Article 11 Non-contribution**

In the event damage, costs or losses are covered by an other insurance, whether or not from an earlier date, we shall only be obliged to compensate insofar as there is no right to compensation under such other insurance.

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If the conditions of such other insurance contain a similar provision or if the other insurer refuses to compensate the damage within a reasonable period of time, then we will compensate the damage insofar as such damage is covered under this insurance. The insured, however, is then obliged – if so requested by us – to transfer to us the rights under the other insurer.

## **Article 12 Disputes and Complaints**

The insured may submit to the customer department of the company, complaints and disputes related to the mediation, effectuation and implementation of the insurance. The company shall deal with the complaint as properly as possible.

The insured may also submit to the court a dispute, if any, about the implementation of the insurance agreement.

## **Article 13 Applicable law**

The Suriname law shall apply to this insurance.

## **Article 14 Fraud**

Fraud (in full or in part) shall lead to the following:

- a. there is no insurance payment at all;
- b. the fraud is reported to the police;
- c. all insurance(s) in which the cheat is involved as policyholder and/or as insured, may be terminated by Assuria. This applies to the insurances taken out with Assuria;
- d. damages and investigation costs paid, if any, are reclaimed.