

1. DEFINITIONS

- Company: ATV NV, insurance company authorised under code number 1015, represented by the BVBA PROTECTIONS (FSMA 067380 A). All correspondence relating to this policy must be sent to PROTECTIONS, Sleutelplas 6, 1700 Dilbeek, Belgium.
- Policyholder: the private individual or legal entity that enters into the agreement with the company.
- Insured: the private individual with the name specified in the special terms and conditions, domiciled in Belgium, an EC Member State or Switzerland.
- Travel contract: the contract relating to the transport to, the stay in or the rental of a holiday accommodation.
- Travelling companion: the person that reserves a joint trip together with the insured and whose presence is necessary for ensuring that the trip runs smoothly.
- Family member: every person that usually lives together with the insured as part of a family.
- Relatives up to the second degree of kinship: spouse, the person with whom the insured lives together permanently, in law or in fact, every other person being part of the family, (step)parents, children, (step)brothers, (step)sisters, grandparents and grandchildren.
- Illness: an impairment to the health, determined by a registered physician, that makes the performance of the travel contract which has been concluded impossible from a medical perspective.
- Accident: a sudden event whose cause falls outside the organism of the insured and that causes a physical injury, as determined by a registered physician, that makes the performance of the travel contract impossible from a medical perspective.

2. VALIDITY – COMMENCEMENT – DURATION

The cancellation insurance must be taken out within 24 hours after the booking or confirmation of the trip.

The warranty commences on the date specified in the special terms and conditions of the insurance contract and ceases as of the moment that the rental contract ends, in so far as the premiums were paid to the company or the insurance intermediary.

3. TERMINATION

The premium shall not be repaid, either in whole or in part, after the commencement date of the insurance contract.

4. INSURED AMOUNT

The insured amount represents the total maximum intervention per insured during the insured period.

5. INSURANCE TAKEN OUT PREVIOUSLY

If the same amount is insured by different insurers against the same risk, in case of damages, the insured can claim damages from each insurer within the limits of each insurer's obligations and up to the amount of the compensation to which he/she is entitled. Except in the case of fraud, the insurer will not be able to invoke the existence of other agreements that cover the same risk to refuse its guarantee.

If the same interest is insured with multiple insurers against the same risk, the insured will inform the company of this and report the identity of these insurer(s) and policy number(s).

6. SUBROGATION

Up to the amount of the disbursements, the company is substituted in the stead of the insured for the rights of the insured against liable third parties. If the subrogation cannot be carried out by the company due to actions of the insured or the beneficiary, the company can claim repayment of the compensation paid out.

7. MEDICAL EXPERTISE

In the event of an accident or illness, the company has the right to have a medical examination carried out of the insured or the person that is the cause of the cancellation.

As part of this, the examined person will grant the attending physician the authorisation to provide the company's attorney with all requested information, both in regard to the injuries and to the current or previous illnesses or physical infirmity. (See Art. 7 of the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data).

8. GUARANTEE

The insurance guarantees the repayment of the contractual cancellation or alteration expenses owed by the insured, as well as each co-insured family member, contractually owed cancellation or alteration costs, excluding all administrative and handling charges, in case of cancellation or alteration before the actual commencement of the trip for one of the following reasons:

- death, illness or accident involving the insured;
- death, illness or accident with threat of fatality or hospitalisation (minimum 48 hours) of a family member up to the second degree of kinship requiring the presence of the insured;
- death, illness or accident with threat of fatality or hospitalisation (minimum 48 hours) of the person (or a family member up to the second degree of kinship) with whom the holiday would be spent;

For the 3 above-mentioned guarantees, the company will cover the consequences of a chronic or pre-existing illness, because there was no contra-indication from a medical perspective for going on the trip at the time of booking of the trip and of the entry into the insurance contract.

- suicide of a family member up to the second degree of kinship;
- serious, unexpected complications during the pregnancy of the insured or the non-travelling spouse or the person with whom the insured lives together in law or in fact;
- pregnancy of the insured or the travelling companion, in so far as the trip was anticipated in the last 12 weeks of the pregnancy and this pregnancy was not known about at the time the trip was booked;
- if, for medical reasons, the insured cannot receive the vaccinations, on condition that this was not known at the time the reservation of the trip was made;
- dismissal of the insured for economic reasons;
- if the insured concludes an employment contract with a minimum term of 6 months, on the condition that he/she was unemployed at the time of the reservation;
- cancellation of the leave already granted by the employer due to the unavailability of the colleague that would replace the insured due to the death, illness or accident involving the colleague;
- cancellation of the leave already granted to a professional soldier relating to participation in foreign missions in the context of an international organisation of which Belgium is a member, or in the context of the repatriation of fellow countrymen from abroad. This guarantee applies in so far as the period of effective deployment coincides with the trip booked;
- necessary presence of the insured who practices a profession or is otherwise self-employed due to the unavailability of his/her replacement as a result of illness, death or an accident;
- significant material damage to the immovable property owned or rented by the insured within 30 days prior to the departure date, as a result of which the presence of the insured is required and cannot be delayed;

- the requirement to re-sit an exam at the end of the academic year (only valid for final-year secondary, university or higher non-university education) during the planned holiday period or within 15 days following the return date, provided that the trip was reserved prior to the month of June;
- divorce, if the proceedings were instituted before the district court after the trip was booked and on submission of an official document;
- de facto separation, if one of the partners changes their domicile after the trip was booked and on submission of an official document;
- home-jacking or car-jacking, of which the insured is the victim and which takes place in the 7 days prior to the departure date, on submission of the police report;
- theft or total immobilisation as a result of a traffic accident or fire involving the insured's private vehicle within 48 hours before the departure or en-route to the holiday destination;
- missing the embarkation, as stipulated in the travel contract, as a result of immobilisation of the (public) transport of more than 1 hour as a result of a traffic accident, fire or a wildcat strike;
- summons of the insured:
 - as a witness or jury member in court;
 - for the adoption of a child;
 - for an organ transplant;
- if a travel companion cancels for one of the above-mentioned reasons.

9. EXCLUSIONS

The insurance is not valid in case of cancellations that are:

- made in a state of inebriation, mental disorder or confusion under the influence of narcotics;
- caused by an intentional act on the part of the insured or with his/her complicity;
- caused by suicide or a voluntary suicide attempt by the insured him/herself;
- caused by natural disasters or epidemics;
- the result of terrorist acts, acts of war, civil war, unrest, insurrection and revolutions;
- caused by pre-existing illnesses at a terminal or very advanced stage;
- caused by depression, psychological, psychosomatic, mental or nervous disorder, except in the event of a hospitalisation of at least 7 days;
- caused by artificial insemination or by voluntary termination of pregnancy;
- caused by insolvency of the insured;
- due to not possessing the necessary travel documents and/or travel visa;
- due to any reason that was known at the time that the insurance contract was concluded.

10. DETERMINATION OF COMPENSATION

The repayment of the cancellation costs will never exceed the insured amount per person and will always be made based on the cancellation costs owed, in case of immediate cancellation after an event occurs that causes the cancellation. An exemption of € 50 per rental will be deducted from the compensation.

In case of a change to the trip, the administrative costs relating to this change will be covered without deduction of the exemption up to a maximum of the costs that a cancellation would involve.

If a holiday is interrupted in conformance with the guarantees specified in Article 8, the company will compensate the portion of the rental amount that cannot be recovered in proportion to the number of unused nights, to be calculated as of the day of the early return.

11. OBLIGATIONS OF THE INSURED

The insured or the rights holder expressly undertake:

- to notify the travel agent and the company within 24 hours, and in any event **before the starting date**, and to send the company a written claim notification within 5 days;
- to provide the company or its representatives all information, documents and supporting evidence that they deem necessary;
- to take all of the necessary and appropriate measures to minimise the cancellation costs, in other words, he/she will inform the travel agent immediately as of the moment that the insured becomes aware of an event that can cause the cancellation;
- to submit to an eventual medical examination and to do everything necessary to ensure that every other person whose medical condition is the cause of the cancellation submits to such an examination.

It is expressly agreed that, in the case of any shortcoming with regard to these obligations, the company will be entitled to a reduction of its performance equal to the damages suffered.

12. APPLICABLE LAW – STATUTE OF LIMITATIONS – DISPUTES

The insurance contract shall be governed by Belgian law.

The mandatory provisions of the Insurance Act of 04/04/2014 and its implementing decrees shall apply to this contract.

As these provisions come into force, they shall abrogate, replace or supplement the terms and conditions of the present contract that run contrary thereto.

Each claim arising out of this insurance contract shall be time-barred after 3 years from the date of the causal event underlying said claim.

A persistent dispute which cannot be resolved amicably can only be settled by the competent courts in Belgium.

13. INSURANCE OMBUDSMAN

Complaints regarding the contract can be lodged by post to Protections, 6 Sleutelplas, 1700 Dilbeek (Belgium) or by e-mail to claims@protections.be.

If the complaint is not dealt with satisfactorily, the Insurance Ombudsman, 35 Square de Meeùs, 1000 Brussels (Belgium) can be contacted, without prejudice to the policyholder's right to take legal action.

14. PERSONAL DATA

Your personal data are used for the performance of your contract.

Sensitive data, such as those pertaining to health, shall be processed only for the performance of a claim covered by a contract. Such data shall be processed by authorized and competent personnel.

Pursuant to the regulations in force, including the European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), you can always consult, rectify, limit the processing, request the portability or the deletion of the data concerning you in the file for which we are responsible. In order to be able to exercise these rights, the data subject concerned must send a written request duly dated and signed by post to Protections, Sleutelplas 6, 1700 Dilbeek (Belgium) or by e-mail to privacy@protections.be.

We reserve the right to contact the person making the request in order to verify his or her identity.

If no reply is forthcoming from us, you can lodge a complaint with the competent authority in Belgium: <https://www.autoriteprotectiondonnees.be>.

Our policy on the protection of privacy is set out fully in our Privacy Policy. This document is available free of charge on our website: www.protections.be.

CANCELLATION INSURANCE



Information document on the insurance product

PROTECTIONS BVBA

TEMPORARY POLICY

having its registered office at Sleutelplas 6, 1700 Dilbeek, Belgium. Brussels Legal Entities' Register 0881.262.717, accredited by the FSMA under number 067380 A.

The purpose of this document is to provide an overview of the main types of coverage and exclusions for this insurance. This document was not personalized on the basis of your specific needs and the information it contains is not exhaustive. For more information, please consult the general terms and conditions concerning this insurance product.

What sort of insurance is this?

This insurance provides a solution **temporarily** if you have to cancel your stay and/or if something goes awry during your holiday, depending on the policy and cover taken out.

Cancellation insurance is an insurance agreement under the terms of which the insurer undertakes to intervene financially if you have to cancel or terminate a holiday prematurely because of certain events.



What is insured?

For the **cancellation insurance**, cancellation or adjustment costs of up to €10.000 are reimbursed, for the following events:

- ✓ Death, illness or accident of the insured person, life companion or family member to the 2nd degree
- ✓ Serious, unexpected complications during pregnancy
- ✓ Dismissal, cancellation of leave, re-examination
- ✓ Divorce or effective separation
- ✓ Call up as professional soldier or reservist
- ✓ Serious material damage to immovable property
- ✓ Home or car jacking
- ✓ Call for the adoption of a child or for an organ transplant

If a **holiday is terminated prematurely** for one of the aforementioned reasons, the non-recoverable part of the rental price is reimbursed in proportion to the number of nights not taken as of the day of the early return.



What is not insured?

For the **cancellation insurance**:

- ✗ Pre-existing illnesses in a terminal stage
- ✗ Voluntary termination of pregnancy
- ✗ Natural disasters and epidemics
- ✗ Terrorism, war, civil war, insurrection and revolutions
- ✗ Not having the necessary travel documents
- ✗ Any known reason when taking out the insurance



Are there coverage limitations?

- ! The cancellation insurance must be taken out at the latest 24 hours after booking or confirming the stay.
- ! In case of cancellation, an excess of € 50 will be deducted.



Where am I covered?

- ✓ The insurance is valid throughout the world.



What are my obligations?

Upon taking out the policy:

- provide honest, accurate and complete information

During the term of the contract:

- report any change or increase of the risk

In case of an event of loss:

- report the precise circumstances, causes and scope as promptly as possible and take all measures to prevent and to limit the consequences
- submit the original evidence of the loss
- provide your data to social security or other insurers who cover the same risk



When and how should I pay?

You must pay the premium at the time that you take out the insurance. The coverage starts only upon receipt of said payment.



When does the coverage begin and end?

The "cancellation" coverage begins as of the entry into force of this contract and ends at the time of the foreseen start of the booked stay.

The coverage for the "premature termination of a holiday" applies from the start date to the end date of the holiday.



How do I terminate my contract?

For agreements with a term of more than 30 days, the policyholder may terminate the contract by means of a registered letter, bailiff's writ or termination letter with acknowledgement of receipt, effective as of the day of notice, within 14 days as of the date of the entry into force of the agreement.

This cancellation right shall not apply to insurance agreements for a term shorter than 30 days.