

GENERAL TERMS & CONDITIONS temporary cancellation insurance ALL RISK
Valid from 01/11/2023

1. Purpose of the insurance

The purpose of the **ALL RISK** cancellation insurance is to reimburse the traveller for well-defined harmful consequences of the cancellation or modification of a trip or a rental agreement for a holiday accommodation booked under a travel contract due to well-defined events occurring after the insurance agreement and the travel contract (or the rental agreement for a holiday accommodation) were signed and result in full or part of the trip having to be cancelled.

2. Parties

- a) Insurer: Advent Insurance PCC Limited - Absolut Cell, company under Maltese law, with registered office at The Landmark, Level 1, Suite 2, Triq L-Iljun, Qormi, QRM3800, Malta, approved by the MFSA (number C 52394). Authorised claim handler in Belgium: Pats NV, with registered office at Gistelsesteenweg 1, 8400 Oostende (Belgium) and company number 0436.072.606.
- b) Insurance policyholder: a natural person who concludes the travel contract and the corresponding **ALL RISK** cancellation insurance policy and is domiciled in a member state of the European Union or in Switzerland, Norway and Iceland.
- c) The insured parties: the persons whose name is mentioned under “the insured parties” in the specific terms and conditions of the agreement and who are domiciled in a member state of the European Union or in Switzerland, Norway and Iceland . The insured parties shall also be referred to in this contract as “you”.

3. Terms

- a) Travel contract: any transport, stay or holiday accommodation rental, or combination thereof, booked by the Insurance policyholder in the capacity of traveller and/or renter;
- b) Departure date: the date of departure specified in the travel contract;
- c) Registration date: the date when the Insurance policyholder concluded the travel contract and the corresponding cancellation insurance with the tour operator and the insurer;
- d) Travel companion: the person who is mentioned together with the insurance policyholder in the registration and with whom the insurance policyholder decided to undertake the scheduled trip and whose presence is essential for a successful holiday;
- e) Life partner: the person with whom the insurance policyholder is engaged in registered or unregistered cohabitation and who lives together with the insurance policyholder at the same address in a long-lasting manner;
- f) Illness: any deterioration of the health or medical condition not caused by an accident, whose cause and symptoms have been objectively and medically determined by a certified physician before or on the date of cancellation and at the latest at the departure date and which makes the performance of the travel contract impossible for medical reasons;
- g) Accident: any harm to the physical integrity as diagnosed by a certified doctor that is attributable to a sudden cause beyond the insurance policyholder’s control and renders the further performance of the concluded travel contract impossible from a medical point of view;
- h) Significant material damage to immovable property: exceptional and accidental damage of at least 2.500 EUR to immovable property of the insured party (regardless of the purpose of the property) beyond the insured party's will or the persons he should vouch for, that is attributable to an accidental cause and that requires cancellation of the

travel contract to enable the insured party to protect the material interests of the insured;

i) Natural disaster: an extreme event of natural origin with large-scale devastating effects. Natural disasters are events caused by the atmosphere, water mass or the soil affecting a country, in particular (non-exhaustive list) floods, tidal waves, dike ruptures, hurricanes, drying out or expansion of soils (extreme drought), earthquakes, landslides, volcanic eruptions, mudslides and subsidence.

4. Definition of the coverage and right to compensation

The insurer reimburses any cancellation or modification costs to be paid to the tour operator in accordance with the travel terms and conditions if any of the following situations occur after the date of subscription. There is no coverage for events that have already occurred or that can be reasonably expected to occur (increased risk) at the time of the subscription date.

a) An accident, death or illness dating from the period after the subscription date, including the medically necessary treatment as a result of this accident or illness, of:

- the insured party;
- the insurance party's life partner;
- a relative of the insured party up to the third degree;
- the minor children from the insured party's reconstituted family;
- the person who would look after your minor children or disabled family members during your trip;

in case it turns out prior to departure that it is impossible for the insured party to undertake the trip for this reason. "Impossible" is understood to mean: it is not possible for a normally careful insured party to organise the treatment in such a manner that the trip can nevertheless go ahead. If the trip is cancelled more than 30 days after the determination of the accident, death or illness, the insured is deemed, subject to proof to the contrary, to have been able to organise in such a way that the trip could go ahead and the insured is therefore not covered. Infection with Covid-19 virus is considered a disease and can be demonstrated through a copy of the laboratory report of the official PCR or antigen test dating not later than the departure date of the trip.

An illness dates from the period after the registration date, in case no symptoms or medical complaints had manifested themselves at that time which could be linked to the illness, regardless of the date of the diagnosis. Any intervening factors (such as the progress of the treatment, the development of the complaints, a fault committed by a third party, etc.) do not prejudice the causal link between the medical complaints and the illness.

There is no coverage when the insured party has booked the trip contrary to the recommendations of the doctor in attendance;

b) An unexpected medically necessary treatment as a result of an accident or illness, in case this accident or illness date from the period prior to the subscription date (in accordance with the definition in art. 4 a), of:

- the insured party;
- the insurance party's life partner;
- a relative of the insured party up to the third degree;
- the minor children from the insured party's reconstituted family;
- the person who would look after your minor children or disabled family members during your trip;

in case it turns out prior to departure that it is impossible for the insured party to undertake the trip for this reason. "Impossible" is understood to mean: it is not possible for a normally careful patient to organise the treatment in such a manner that the trip can nevertheless go ahead. If the trip is cancelled more than 30 days after the determination of the aforementioned unexpected medically necessary treatment, the insured is deemed, subject to

evidence to the contrary, to have been able to organise himself in such a way that the trip could go ahead and the insured is therefore not covered.

“Unexpected” is understood to mean: the treatment could not be reasonably foreseen on the registration date by a normally careful patient and a normally careful physician.

There is no coverage when the insured party has booked the trip contrary to the recommendations of the doctor in attendance;

- c) Death of the dog, cat or horse of the insured party within two days before the departure date, subject to presentation of a death certificate from the veterinarian, a certificate of good health of the animal on the day on which the travel contract and the insurance policy was signed and proof of ownership;
- d) Pregnancy if the insured party was not yet pregnant on the registration date and the departure date falls within the last 3 months of the pregnancy;
- e) Unexpected pregnancy complications - including premature birth at least one month prior to the expected date of childbirth - for the pregnant insured party or a family member of the insured party up to the 2nd degree , provided that these complications make the performance of the travel contract medically impossible; “Unexpected” complications are understood to mean: deviating from the medical development normally expected on the registration date;
- f) Involuntary, and not attributable to the insured person, termination of the insured party’s employment contract by the employer for economic reasons after the subscription date and within two months before departure date;
- g) Conclusion of a new employment contract by the insured party for at least 3 consecutive months after the registration date if this time period fully or partially coincides with the duration of the trip and if the holiday period was not approved by the new employer;
- h) Significant material damage to immovable property of the insured party, beyond your control and with regard to which the necessary findings and reports have been made by a public authority (e.g. the police) and/or an expert, which requires your presence, with clear traces of tampering being found in the event of a burglary, provided that the damage occurred within one month prior to the date of departure or during the trip;
- i) Summons of the by the insured party or their life partner after the registration date:
 - for organ transplantation, both as donor and as recipient, provided that a medical certificate is submitted, confirming the impossibility to travel; the compensation also applies to organ transplantation, both as donor and as recipient, for family members up to the 2nd degree;
 - for the arrival of an adopted child if this arrival takes place between one month before and one month after the departure date;
 - for an unexpected military mission during the trip;
 - for jury service at the Assize Court or for witness service in a court of law at the time of the trip and of which the insured themselves is not an involved party;
- j) Disappearance or kidnapping, at the hands of a third party, of the policyholder, their life partner or a relative by blood or affinity up to the second degree;
- k) Suicide of
 - the insured party or their life partner;
 - any individual related to the insured party by blood or affinity up to the second degree (i.e. parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, children, grandchildren and grandparents);
 - the underage children from the reconstituted family of the insured party;
 - the person who would look after your minor children or disabled family members during your trip;
- l) Divorce or separation between the insured party and the travel companion, if the proceedings were initiated on court level or the dissolution of a cohabitation agreement took place after the registration, subject to presentation of an official document proving that the official address of the insured party or the former partner has changed after the registration date;
- m) Cancellation of a planned marriage by the insured party, provided that it concerns a trip with the intended

- spouse that would normally have taken place after the wedding;
- n) Resits by the insured party as a regular student (excluding work students or students in evening classes) during or within one month after the trip, on condition that the insured was not aware of the resit or the unsatisfactory grade on the subscription date and that the resit cannot be rescheduled;
- o) Total loss of the private vehicle of the insured party or their life partner due to an accident, a fire or a theft within the week before the date of departure of the holiday by car and subject to presentation of an official document issued by a public authority (e.g. the police) and/or by an expert.;
- p) Immobilisation of the private vehicle (i.e. not a vehicle for organised paid transport) that was supposed to take the insured party to the port or airport of departure due to an accident, theft, fire or technical breakdown to such extent that the port or airport of departure cannot be reached in time, subject to presentation of adequate proof by a public authority (e.g. the police, towing service,...) and/or expert and subject to proof that the cause of the immobilisation takes place less than one hour before boarding;
- q) Home invasion or carjacking against the insured party, at the hands of a third party, in the week before departure, subject to presentation of the police report;
- r) Termination of the rental contract for the principal place of residence of the insured party by the landlord after the registration date and within three months prior to departure if the insured party needs to move out of the property within 1 month prior to departure or during the trip;
- s) Cancellation of leave granted to the insured party by the employer because of unavailability of a colleague substituting the insured due to illness, accident or death. The insured party must provide a certificate from the employer indicating that their substitute had been designated before the trip was booked as well as a medical certificate of incapacity to work or, if applicable, a death certificate of the insured party's substitute;
- t) Necessary presence of the insured party exercising a liberal or independent profession due to unavailability of the insured party's substitute due to illness, accident or death. The insured party must provide a certificate indicating that their substitute had been designated before the registration date as well as a medical certificate of incapacity to work or, if applicable, a death certificate of the insured party's substitute;
- u) Theft with violence or burglary in the insured party's home within five days before departure, with theft of the identity, travel or other documents required for the trip, subject to presentation of the police report;
- v) Impossibility to vaccinate the insured party due to medical reasons even though this vaccination is explicitly required according to the World Health Organisation (WHO);
- w) Refusal by the authorities (including those of the country of destination) to issue a visa for the insured party (in time), provided that this refusal is not due to a late request from the insured party or due to a request for which incorrect or incomplete information was provided and that it was impossible to know on the registration date that the visa could not be issued in time or could not be issued at all;
- y) If a family member up to the first degree has to move to a retirement home or senior citizens' centre within 30 days prior to the departure date of the trip or during the trip on medical demand and the insured was not aware of this on the subscription date;
- z) The unforeseen closure after the subscription date of the day care of your child which is registered at the same address, as a result of which the child must necessarily be taken care of by the insured person as the child's parent;
- aa) Significant material damage to the insured's own company or business, through no fault of your own, and where the necessary findings have been made by the appropriate authorities (such as police forces) and/or by an expert, necessitating your presence and where, in the case of burglary, clear traces of break-in can be found; provided the damage is dated within 30 days prior to the departure date of the trip or during the trip;
- ab) A liquidation or bankruptcy of the own company or business of the insured, beyond the control of the insured and provided the trip was booked before the knowledge thereof, given the liquidation or bankruptcy is dated within 30 days prior to the departure date of the trip;
- ac) In case of a cancellation for a different (personal) and verifiable reason than those listed in art. 4, point a) – ab), subject to presentation of supporting documents;
- ad) In case of an outbreak of an official (inter)national recognized epidemic/pandemic:
- if the insured person tests positive at the body temperature checkpoints at the airport on the relevant disease causing the pandemic/epidemic;

- if the negative result of the test taken within the context of the trip is received too late, i.e. after the date of departure, due to a lack of capacity in the lab to process the tests;
- if the insured is not allowed to depart for the destination because no proof of vaccination against the disease causing the pandemic/epidemic can be presented and the insured was not informed on the subscription date;
- if the insured person is laid off, if his leave is cancelled or if he goes bankrupt due to the epidemic/pandemic.

ae) If the insured is subject to mandatory quarantine in the country of destination due to an actual or suspected infection with the coronavirus (Covid-19) or any disease causing the pandemic/epidemic and can therefore not return to the country of residence at the scheduled time. The following expenses are covered:

- a) The cost of a PCR test not ordered by a physician as well as the extra costs of transport, e.g. public transport or taxi in the country of destination, for an amount of up to 250 EUR;
- b) The surcharge for the change in the originally booked return flight or the cost of a new return flight, for an amount of up to 1.500 EUR;
- c) The extra accommodation expenses, inclusive of meals, resulting from the mandatory quarantine, for an amount of up to 250 EUR per night and up to 10 nights;
- d) The total cost of all services listed in a) to c) is limited to 3.600 EUR per trip.

Coverage under the policy can only be provided after full payment of the insurance premium. As long as the premium has not been paid in full, there is no coverage.

5. Extent of the Guarantee

If the right to compensation according to article 4 has been demonstrated and acquired on the basis of the required corroborating documents, the **ALL RISK** cancellation insurance plan covers:

- a) full reimbursement of the cancellation or modification costs payable to the tour operator or the share of the cancelled persons in the rental price in application of the travel contract; taking into account the exclusions referred to in art. 6.;
- b) the non-recoverable costs of lost overnight stays or nights during a stay in a foreign hospital as well as non-recoverable additional services as mentioned in the travel contract in case of cancellation during the trip (the return flight does not qualify for payment);
- c) the non-recoverable costs of lost overnight stays as mentioned in the travel contract if the insured party can only depart at a later time than the scheduled date of departure for one of the reasons for cancellation as set out in article 4 as well as the cost of the new outbound flight with a maximum value of the initial outbound flight.

The insurance policy holder does not have to pay a deductible nor an administration fee. The insurance premium and the administration fee in the travel contract are not reimbursed.

6. Exclusions

The reasons for cancellation listed in this article exclude the insurer from coverage and therefore no compensation will be due, regardless of whether the cancellation is made for a reason stated under art. 4.

- a) Any reasons directly or indirectly leading to the cancellation of the trip and known to the insured party or which a normally careful insured party should have reasonably known on the subscription date;
- b) Any damage directly or indirectly resulting from intentional acts of the insured party;

- c) The insured no longer wants to go ahead with the trip;
- d) The weather conditions at the destination do not meet the expectations of the insured (excess or lack of sunshine, rain etc.);
- e) Any claim arising from the tour operator, airline or any other travel organization being unable to fulfil any part of their obligation to the insured becoming insolvent or for any other reason.
- f) Cancellations in case the tour operator does not charge any costs or is not allowed to charge any costs or the tour operator offers an appropriate alternative free of charge;
- g) All events caused by excessive use (beyond the “at risk” and legal threshold) of alcohol, drugs or medication not prescribed by a physician or when problems occur associated with the use hereof;
- h) Cancellations due to non-specified, materially intangible or non-verifiable reasons not substantiated by supporting documents;
- i) Cancellation due to an illness that is only diagnosed by the physician after the trip has already been cancelled;
- j) Cancellation due to illnesses or the consequences of accidents which cannot be diagnosed with a medical examination or which do not involve any objective and perceptible symptoms on the basis of which an indisputable diagnosis can be made;
- k) If the insured party leaves on holiday against the advice of the attending physician;
- l) If the insured party leaves on holiday anyway in the same period (= 1 month before departure date until 1 month after departure date) as the cancelled original travel contract;
- m) Failure by the insured to comply with the obligations with fraudulent intent stipulated in art. 9;
- n) Costs already covered by third parties (e.g. public authorities, tour operator, ...);
- o) Cancellation due to war, strikes, riots, civil war or acts, terrorism or acts of violence with a collective motive and their consequences, unless proof is provided that there is no causal link between the cancellation and the event;
- p) Cancellation due to natural disasters: earthquakes, tidal waves, volcanic eruption, floods or other natural disasters corresponding to the definition under 3 l);
- q) Cancellation due to the effects of nuclear or atomic accidents, attacks, explosions and/or radiation;
- r) Cancellation due to the financial insolvency of the insured party;
- s) The costs relating to quarantine if the country of destination imposes a quarantine on all people entering the country and the insured was not informed of this on the registration date.

The guarantees and the exclusions of cancellation insurance ALL RISK apply to the insured party as well as to any person whose medical condition is the cause of the request for compensation.

7. Term of the cancellation insurance

The insurance contract takes effect upon signing the insurance and travel contract and:

- 1) is terminated upon the start of the trip in case of cancelling the trip
- 2) until the end of the return trip in the travel contract in case of early interruption during the trip.

8. Up-/downgrading the cancellation insurance plan

8.1 Upgrading

It is possible to take out the additional temporary ALL RISK cancellation insurance or to upgrade from a Platinum cancellation insurance already booked to an All Risk insurance up at least 57 days before departure. The coverage obtained by the upgrade is only applicable to reasons dating from the period after the upgrade.

8.2 Downgrading

Downgrading or cancelling the temporary cancellation insurance is not possible

9. Obligations of the insured party

a) the insured shall make all reasonable efforts to minimise cancellation or modification costs; more specifically they will inform the tour operator as soon as something happens that may be a reason to cancel, modify or interrupt the trip. If the insured party fails to do so, the insurer will reduce the compensation by the prejudice suffered by the insurer;

b) the insured party shall report the incident to the insurer as soon as possible:

- either online by downloading the medical questionnaire via the website <https://claims.tui.be>, by completing the declaration form online and by uploading the completed medical documents and/or other corroborating documents.
- or with the intermediary with whom the trip was booked. The questionnaire and the declaration form can be obtained from this intermediary and must be returned to them

in any case not later than 30 calendar days from the cancellation date or the date of departure in case of a no show (i.e. the traveller does not show up on the departure date and therefore does not take part in the trip without cancelling the travel contract in advance), which corresponds with the issue date of the cost invoice. If the insured party fails to do so, the insurer will reduce the compensation by the prejudice suffered by the insurer;

c) the insured party shall without delay provide Pats NV with all useful information and/or documents and answer the questions asked in order to determine the circumstances and the extent of the damage. If the insured party fails to do so, the insurer will reduce the compensation by the prejudice suffered by the insurer;

d) the insured party shall prove that the cause of the cancellation of the trip falls under the insurance cover. For instance, if you cancel your trip for a medical reason, you need to submit our medical questionnaire, completed by the attending physician or, in case of interruption of your trip, a medical certificate of the local doctor and proof of your early return.

Pats NV and the insurer reserves the right to appoint an advising physician who has the right to request additional medical information or access to the medical file of the patient whose illness is the reason for the cancellation or modification of the travel contract. The final decision will always lie with the insurer.

By subscribing this policy, the insured accepts that the insurer or their authorised representatives and, in case of medical information, the competent authorised physicians, may proceed to an examination and gain access to and consult the medical file in case of an illness or an accident of the person whose medical condition is the reason of the claim for compensation. If no verification is possible of the reason for cancellation of the trip or of the reason for exclusion invoked by the insurer, no insurance coverage is provided.

10. General conditions

10.1 Policies previously taken out

When the same interest has been insured by different insurers for the same risk, the insured party of the beneficiary of the compensation can, in the event of losses, claim a compensation from each insurer within the limits of each one's obligations and for the amount that they are entitled to. In that case, the insurer cannot invoke the existence of other contracts covering the same risks to refuse to provide coverage, except in the case of fraud. The claim will be settled pursuant to Article 99 §2 of the Belgian Law of 1 April 2014.

10.2 Subrogation

Advent Insurance PCC Limited - Absolut Cell automatically takes over the beneficiary's rights versus any liable third party to the amount of its contribution.

Advent Insurance PCC Limited - Absolut Cell respects the privacy of its customers and of the users of its website. The collection of personal data and their use by Advent Insurance PCC Limited - Absolut Cell are subject to the General Data Protection Regulation. If you affiliate yourself with Advent Insurance PCC Limited - Absolut Cell, your personal data will be stored in a data file. The controller of that file and of the personal data contained in that file is Advent Insurance PCC Limited - Absolut Cell.

Your personal data and contact details are in order to conclude, manage and implement the insurance contract. In addition, Advent Insurance PCC Limited - Absolut Cell can, on the basis of its legitimate commercial interests, use your personal data and contact details to meet requests from you, to keep you-informed of the activities of Advent Insurance PCC Limited - Absolut Cell as well as for marketing purposes, such as the provision of services or products, membership benefits and promotional actions with partners, data file management, (direct) marketing, public relations and activities in the capacity as intermediary. Furthermore, it is possible that Advent Insurance PCC Limited - Absolut Cell is also required to process information relating to your health in order to conclude or implement the agreement and/or process your claim. We are required by law to ask your explicit consent to process your health data or those of the person represented by you. You are at all times entitled to withdraw this consent. In case of withdrawal of your consent, Advent Insurance PCC Limited - Absolut Cell is authorised to further process the data without your consent, if it concerns the processing of personal data which you publicly disclosed yourself and their processing is necessary to institute or corroborate a legal action.

Advent Insurance PCC Limited - Absolut Cell secures your personal data by means of far-reaching technical measures. Only duly authorised individuals process your personal data and observe the highest degree of confidentiality in this respect.

Advent Insurance PCC Limited - Absolut Cell only shares data with the organisations with which Advent Insurance PCC Limited - Absolut Cell has a contractual relationship. For instance Advent Insurance PCC Limited - Absolut Cell calls upon the services of a sub-processor, Pats NV (with registered office at 8400 Oostende, Gistelsteeweg 1, registered with the CBE under company number 0436.072.606)

You have a right of disclosure, consultation, access and rectification of your personal data. You can also object to the processing of your personal data for direct marketing purposes or to the forwarding of your data to an organisation with which Advent Insurance PCC Limited - Absolut Cell has a contractual relationship. You can exert these rights by sending a simple letter, with a copy of your ID card, to Advent Insurance at its registered office. If you are of the opinion that the data processing does not take place in compliance with the applicable laws and regulations, you can file a claim with the Data Protection Authority.

More information about the use of your data by the insurer and about your rights can be found in the insurer's privacy statement, which is available via the website of the insurer (<http://www.adventpcc.com/data-protection>). It is also possible to obtain a paper copy free of charge from the insurer.

10.3 Applicable law and limitation

The ALL RISK insurance contract is governed by Belgian law. The court of the legal district where the policyholder is domiciled shall be competent in case of disputes. Any action resulting from the existence, the implementation or the termination of these insurance contracts is time-barred three years from the date of the event giving cause for this action.

10.4 Domicile

The domicile of the contracting parties is elected by operation of law:

- in the case of Advent Insurance PCC Limited - Absolut Cell, the registered office of its loss adjuster;
- in the case of the beneficiary, their official domicile.

10.5 Complaints handling

Although the insurer Advent Insurance PCC Limited – Absolut Cell goes to great lengths to treat your file correctly, it

might happen that you are dissatisfied with our service. If this is the case, please first address the claims handler Pats NV, whose details you can find in the correspondence. If this does not suffice, you can contact the insurer's complaints service which is provided in Belgium by the claims handler Pats NV on behalf of the insurer by Advent Insurance PCC Limited - Absolut Cell. The contact details are: Pats NV, Complaints Handling division, Gistelsesteenweg 1, 8400 Oostende (Belgium). Phone: +32 (0) 02/586.24.68 or e-mail: travel_insurance@tui.be. Always mention your reservation and file number so as to ensure smooth handling. The complaints handling division will examine your complaint as soon as they have received it and you will receive their answer within two weeks of receipt. If they are unable to answer you in this time period, they will inform you when you can expect an answer. If you are eventually not satisfied with the handling of your complaint, you can contact the Ombudsman for Insurances, de Meeûsquare 35, 1000 Brussel (Belgium). Always mention your reservation and file number. This complaints procedure does not exclude the possibility to take legal action.