



## General terms for cancellation insurance

### Art. 1. DEFINITIONS

**Insurer:** CIE EUROPEENNE D'ASSURANCE DES MARCHANDISES ET DES BAGAGES, plc, hereinafter referred to as "the European", company registered under code 0420.

**Insured:** the person having made a reservation for a holiday home from Ardennes-Etape and having taken out insurance.

**Policy holder:** Asteria srl ARDENNES-ETAPE Avenue Constant Grandprez 29, 4970 Stavelot.

**Contract for placing at disposal:** any reservation for the holiday home concluded by the insured with Ardennes-Etape.

**Date of departure:** the date, reasonable account being taken of the duration of the journey to arrive at the holiday home directly on the date of commencement of the holiday as provided for in the disposal contract. **Registration date:** the date on which the booking of the holiday home is made at Ardennes-Etape.

**Travelling companion:** the person or couple, including the members of the cohabiting family, having agreed jointly with the Insured to reserve a holiday home.

**Spouse:** the permanently cohabiting person with whom the Insured forms a legal or common-law life partnership or household.

**Illness:** worsening of health, certified by an accredited doctor, as being incompatible with the fulfilment of the disposal contract.

**Accident:** impairment of physical integrity by an external cause, certified by an accredited doctor as being incompatible with the fulfilment of the disposal contract.

**Major material damage to property/real estate:** unusual and accidental damage, including theft, occurring 30 days before departure, to property or real estate belonging to the Insured, or to professional premises occupied by the Insured in the capacity of owner or tenant.

### Art. 2. INSURED AMOUNT

The total price of the reservation, subject to a maximum of 10 000 € per insured person.

## Art. 3. GUARANTEE

### A. CANCELLATION COSTS

The purpose of the guarantee is the reimbursement of the cancellation and alteration costs charged to the Insured, under the conditions of the disposal contract, in case of cancellation or of alteration for any one of the following causes:

- illness, accident or death:
  - of the Insured, his/her spouse or a relative to the 2nd degree, including in-laws,
  - of the person cohabiting with the Insured and in his/her charge,
  - of the official fiancé(e) and his/her relatives to the 1st degree.
- strategic dismissal of the Insured or his/her spouse by his/her employer.
- cancellation of leave already granted to the Insured imposed by his/her Employer due to the non-availability of the colleague who would otherwise have replaced the Insured for reason of illness, accident or death.
- obligatory presence of the Insured provided for the new employment contract concluded for a minimum duration of 3 consecutive months.
- indispensable presence of the Insured exercising a liberal profession or self-employed due to the non-availability of the person named in the policy as the professional replacement of the Insured for reason of illness, accident or death.
- non-availability, for reason of illness, accident or death, of the person named in the policy as being the legal guardian of a minor or handicapped child of the Insured.
- major material damage to property of real estate belonging to or rented by the Insured, including theft, occurring 30 days before the date of departure.
- obligatory presence of the Insured as:
  - of witness or jury member in a court of law,
  - student taking a resit examination during the period between the day of departure and 30 days after the day of return from the journey.
- when the Insured, or a member of his/her family to the 1st degree, is called or summoned:
  - for legal proceedings of official agencies upon adoption of a child,
  - for the urgent transplantation of an organ (whether as donor or as recipient).
- in the event that the Insured, for medical reasons, is unable to receive the vaccinations necessary for the journey.
- complications or problems with the pregnancy of the Insured or a member of her family to the 1st degree, including premature childbirth supervening at least 1 month before term.
- the pregnancy of the Insured or of the travelling companion, provided always that the journey was planned 3 months before the pregnancy, and that the pregnancy was not known at the time of reservation of the journey.
- visa refusal by the destination country.
- theft or total immobilization of the private passenger motor vehicle of the Insured following a traffic accident or a fire 7 days before the date of departure or en route, during the outward leg of the journey to the holiday destination. However, mechanical failure or breakdown remains excluded from the guarantee.

**The guarantee is likewise acquired by any insured person in case of cancellation by the person in charge (of a group) for all the members of the group for any one of the causes mentioned below, provided always that the entirety of hire is insured by the MAPFRE.**

### B. INTERRUPTION OF HOLIDAYS

The purpose of the guarantee is to reimburse days lost from the holiday period if the Insured has to interrupt his/her holiday for any one of the reasons mentioned below.

- illness, accident or death:
  - of the Insured, his/her spouse, or a relative to the 2nd degree, including in-laws,
  - of the person cohabiting with the Insured and being in the charge of the Insured,
  - of the official fiancé(e) and his/her relatives to the 1st degree.
- Death or hospitalization of a member of the host family with whom the Insured planned to spend his/her holidays.
- Indispensable presence of the Insured, exercising a liberal profession or self-employed, for reason of illness, accident or death of the person named in the policy as being the professional replacement of the Insured.
- Non-availability, for reason of illness, accident or death, of the person named in the policy as being the legal guardian of the minor or handicapped child of the Insured.
- Major material damage to the property or to the real estate of the Insured, including theft, supervening during the journey.
- Obligatory presence of the Insured as a witness or jury member before a court of law.
- When the Insured is called or summoned:
  - for legal proceedings of official agencies upon adoption of a child,
  - for the urgent transplantation of an organ (whether as donor or as recipient).
- complications or problems with the pregnancy of the Insured or a member of her family to the 1st degree, including premature childbirth supervening at least 1 month before term
- theft or total immobilization of the private passenger motor vehicle of the Insured following a traffic accident or a fire 7 days before the date of departure or en route, during the outward leg of the journey to the holiday destination. However, mechanical failure or breakdown remains excluded from the guarantee.

**The guarantee is likewise acquired by any insured person in case of cancellation by the person in charge (of a group) for all the members of the group for any one of the causes mentioned below, provided always that the entirety of hire is insured by the MAPFRE.**

## Art. 4. EXCLUSIONS

- Medical conditions for which specific examinations and/or treatments were planned at the time of purchase of the policy and/or booking of the journey (with the exception of routine check-ups).
- Mental, nervous or affective disturbances, including panic attacks, depression, neuroses, psychosis or psychosomatic conditions, unless any of these conditions necessitates admission to hospital of a duration of at least one day.
- Voluntary termination of pregnancy.
- Accidents or episodes caused by:

- the pursuit of mountain climbing on uncharted tracks, or game hunting, speleology, underwater fishing or martial arts;
- participation in any racing event or speed trials or competitions;
- the pursuit of sports in a professional capacity or for useful consideration, including any training sessions involved for that purpose.
- Delay caused by traffic problems and other such everyday inconveniences.
- Insolvency of the insured.
- File, administration, visa and other similar costs.
- Acts committed by the insured with malicious intent;
- Suicide;
- Excessive consumption of alcohol or drugs, use of medicinal products or narcotics not prescribed by a doctor;
- Natural disasters such as landslide, rockfall, mudslide, subsidence, earthquake, snow load, hail, high water, forest or bush fire, flood, storm, hurricane and all other meteorological conditions;
- The consequences of nuclear or atomic incident or radiation;
- War, strike or civil unrest, including civil war, mass insurrection or rebellion, or the mere possibility of any one such circumstance, unless the insured is able to demonstrate the absence of any causal relation with the originating event.

The abovementioned exclusions apply not only in respect of the insured, but also in respect of those persons whose medical condition is the originating event of the request for assistance.

## Art. 5. PAYMENT OF COMPENSATION

### A. CANCELLATION COSTS

The MAPFRE compensates:

- in case of cancellation by the Insured before commencement of the holiday 100% of the costs of cancellation contractually due and payable by the Insured, including the costs demanded by the travel agent, subject to a limit of 10% of the total booking price.
- in case of cancellation by the travelling companion, and should the Insured decide to undertake the journey unaccompanied, the additional charges for the hotel and/or for modifications entailed by such cancellation.
- in case of immobilization of the private passenger vehicle, when the Insured is able to undertake the journey with a hired vehicle. In that case the MAPFRE contributes to the net hire price within the limits of the due and payable cancellation costs. The costs for road tolls, fuel or insurance are charged to the Insured.

The compensation paid by the MAPFRE shall in no case exceed the total price of the reservation mentioned in the disposal contract and will always be calculated on the basis of the cancellation costs contractually due and payable under the conditions of such disposal contract; in the case of cancellation, within 48 hours of the event necessitating cancellation being brought to the attention of the Insured. The proportional rule shall apply in the event that the total insured capital does not correspond to the total price of the reservation.

### B. INTERRUPTION OF HOLIDAYS

The MAPFRE compensates:

- the non-recuperable part of the total booking price pro rata the number of days lost from the holiday, calculated from the day of return to the place of residence or from the day of admission to hospital outside Belgium, the Insured having the choice between:
  - immediate payment of compensation for the lost days;
  - or a voucher, valid for 1 year, for another journey to be booked from the same tour operator. In this case the compensation is increased by 10%;
- In case of immobilization of the private passenger vehicle during the voyage, the Insured may continue the journey in a hired vehicle. In this case the MAPFRE contributes to the hire price within the limits of the amount normally due and payable for the compensation of the days lost from the holiday. The costs for road tolls, fuel or insurance are charged to the Insured.

## Art. 6. ENTRY INTO EFFECT AND DURATION OF THE INSURANCE CONTRACT

The insurance contract becomes effective on the date of signature of the hire contract and ceases upon expiry of said hire contract.

## Art. 7. OBLIGATIONS BINDING THE INSURED

The Insured shall respect the following contractual obligations:

- He/she shall inform ARDENNES-ETAPE of the incident immediately and send the company a written declaration within 7 days of his/her earliest convenience to [info@ardennes-etape.com](mailto:info@ardennes-etape.com) of per post ARDENNES-ETAPE Avenue Constant Grandprez 29, 4970 Stavelor Belgium
- He/she shall follow the instructions of ARDENNES-ETAPE and provide the company with all information and/or documents that it may deem necessary or useful.
- He/she shall take all necessary measures in order to contain the cancellation costs as far as possible, i.e., as soon as he/she becomes aware of the event causing the cancellation of the journey, the Insured is required to notify the travel agent or tour operator accordingly, without delay.
- He/she shall provide the medical certificate drawn up by the attending doctor in the foreign country in case of illness or accident supervening in a country other than Belgium.

## Art. 8. FINAL PROVISIONS

- The address for service is elected by right as that of the head office of the MAPFRE and that of the Insured, at the address mentioned in the policy.
- By the fact of payment of compensation, the MAPFRE automatically enters into the rights of Insured against any responsible third parties.
- Any cases of dispute arising from the present contract shall be referred for settlement to Belgian legislation.
- All actions concerning the adjustment of the loss, damage or injury issuing from the present insurance policy lapse after 3 years to be calculated from the date of the event giving rise to the matter.