



Trip Cancellation

General Terms and Conditions

This English translation has been provided as a convenience and should be used for reference purposes only.
In the event of a dispute, the French and Dutch versions remain the authoritative texts.

INTRODUCTION

Policy Structure

This policy is divided into two parts:

1. The general terms and conditions describe the mutual duties and obligations as well as the content of the covers and exclusions.
2. The confirmation document [see Glossary of Terms]. It supplements the applicable general terms and conditions and supersedes any conflicting provisions contained therein.

How Are the General Terms and Conditions of the Policy Organised?

The table of contents gives an overview of the general terms and conditions of the policy, making it easy to find a specific article.

Information or Claim

If you have any questions, comments or problems relating to your policy or a claim, feel free to contact Protections, which will do everything in its power to provide the best possible service.

Correspondence

Unless otherwise stated, communications to us must be addressed to: Protections, Sleutelplasstraat 6, 1700 Dilbeek [Belgium] in order to be valid.

All communication and notices sent to the insured will be considered legally binding, even for the heirs or rightful claimants, if sent to the address indicate in the confirmation document or to any other address, including e-mail addresses, that we have in our records.

Complaints

Without prejudice to his/her right to take legal action, the insured may submit a complaint in writing to:

Protections

Sleutelplasstraat 6

1700 Dilbeek [Belgium]

E-mail: claims@protections.be

If you remain dissatisfied with the company's final response to your complaint, you can ask the Insurance Ombudsman to formally review your case:

Insurance Ombudsman

35 square de Meeûs

1000 Brussels [Belgium]

Website: www.ombudsman-insurance.be

Governing Law and Statute of Limitations

This policy will be governed and construed in accordance with the laws of Belgium, particularly the Law of 4 April 2014 on insurance which specifies, among other stipulations, that the statute of limitations for any legal action deriving from the insurance contract is three years [Articles 88 and 89]. The limitation period for minor-age children, banned persons and other beneficiaries rated as legally incompetent does not run until the day they come of age or the day their incapacity is lifted

The benefits described in this document only apply if the policy has been validly taken out and is in force at the time of the claim.

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1. Glossary of Terms

1.1. Touring

Touring SA/NV, 4 boulevard Roi Albert II, box 12, 1000 Brussels, RPM/RPR Brussels VAT BE 0403.471.401, referred to as "Touring" in these general terms and conditions.

For this Trip Cancellation coverage, it acts as the service provider on behalf of the Insurer. It receives calls and refunds the costs covered by the policy.

All communications relating to a claim under one of the above covers must be addressed to Touring, whose contact details are given above.

The Insurer reserves the right to switch to a different Assistance Provider during the lifetime of the policy.

1.2. The Insurer

AG Insurance [a.k.a. AG] SA/NV - 53 boulevard E. Jacqmain, 1000 Brussels - RPM/RPR Brussels VAT BE 0404.494.849 - Belgian insurance company licensed under code 0079, under the supervision of the National Bank of Belgium, 14 boulevard de Berlaimont 1000 Brussels referred to as "the Insurer" or "we" in the general terms and conditions. It takes financial responsibility for the benefits stipulated in this policy within the limits and conditions provided for therein.

1.3. The Agent

The Insurer is represented by Protections SRL/BV, headquartered at 6 Sleutelplasstraat, 1700 Dilbeek, Belgium [RPM/RPR Brussels 0881.262.717]. Protections SRL/BV is an insurance intermediary [agent] accredited by the Financial Services and Markets Authority [FSMA - located at 12-14 rue du Congrès, 1000 Brussels, Belgium].

In the general terms and conditions, Protections is referred to as the "agent".

1.4. The Policyholder

Protections SRL/BV, headquartered at 6 Sleutelplasstraat, 1700 Dilbeek, Belgium [RPM/RPR Brussels 0881.262.717]. In the general terms and conditions, the policyholder is referred to as "the policyholder".

1.5. The Insured

The insured persons are the natural persons named in the confirmation document, and who live in the same household, provided that this home is located in a Member State of the European Economic Area [EEA].

1.6. The Confirmation Document

E-mail or other document [e.g. the travel contract] issued by the tour operator or the travel agent which includes the main details of the trip and the insurance policies taken out [contact details of the insured, the coverage taken out, a reference to the general terms and conditions and Insurance Product Information Documents [IPIDs] for the risks covered, the premium, the start and end dates of the trip].

1.7. Accident

A sudden event whose cause is external to the insured's body and which causes bodily injury, certified by a licensed physician, which makes it impossible to carry out the travel contract concluded for medical reasons.

1.8. Travel Companion

The single person or couple, including relatives living at the same address, with whom the insured or insured couple has decided to travel or book a holiday rental for which they simultaneously registered, and whose presence is essential to the completion of the trip.

1.9. Travel Contract

The contract for the transport, stay or rental of holiday accommodation.

1.10. Illness

A deterioration in health, certified by a licensed physician, which makes it impossible to perform the travel contract concluded for medical reasons.

1.11. Family Member

Any person who officially lives in the same household as the insured.

1.12. Relative up to 2nd Degree

Husband/wife, the person with whom the insured, de facto or de jure, is officially residing, any other person who is part of the family, parents [-in-law], children, brothers [-in-law], sisters [-in-law], grandparents and grandchildren.

2. Validity - Effect - Term

Cancellation insurance must be taken out within 24 hours of booking or confirmation of travel.

Coverage takes effect on the date indicated in the confirmation document and ends at the end of the travel contract, provided the premium has been paid.

3. Payment of Premium

3.1. Amount Due

The insured must pay the amount mentioned on the payment request, which includes taxes, contributions and costs.

3.2. Payment Due Date

The premium must be paid when the travel contract/insurance policy is concluded/taken out.

3.3. Non-Payment of Premium

If the premium is not paid, the policy will not take effect.

4. Termination

Unearned premiums are not refundable, in whole or in part, after the policy effective date.

5. Insured Amount

The insured amount (max €10,000 per insured person) represents the maximum total contribution per insured person during the coverage period.

6. Multiple Insurance Policies

The insured may claim compensation for damage from each insurer within the limits of each insurer's obligations and up to the compensation amount to which the insured is entitled.

Touring may not invoke the existence of other contracts covering the same risk to reject the claim, except in the event of fraud.

If the same interest is insured with several insurers against the same risk, the insured must inform Touring and provide the identity of the insurer[s] and the policy number[s].

7. Subrogation

Touring is subrogated to the rights of the insured against liable third parties up to the compensation amount. If subrogation by Touring is not possible due to the fault of the insured or the beneficiary, Touring may claim reimbursement of the compensation paid to the extent of the loss incurred.

8. Medical Assessment

Touring may appoint an advisory physician to carry out a physical examination, verify the diagnosis and its medical consequences.

9. Object

The insurance covers the reimbursement of the cancellation or modification costs incurred by the insured and each of his/her relatives, excluding all administrative and handling costs, in the event of cancellation or modification before the actual start of the trip for one of the following reasons:

- death, illness or accident of the insured;
- death, life-threatening illness or accident or hospitalisation (48 hours minimum) of a relative up to the 2nd degree making the insured's presence essential;
- death, life-threatening illness or accident or hospitalisation (48 hours minimum) of the person (or a relative up to the 2nd degree) at whose home the holiday was to take place.

For the three aforementioned reasons, Touring covers the consequences of chronic or pre-existing illness if, at the time of booking the trip and taking out the insurance policy, there was no medical contraindication to taking the trip.

- suicide or attempted suicide of a relative up to the 2nd degree;
- serious and unexpected complications during the pregnancy of the insured or of the insured's spouse who is not travelling with him/her or of the person who is de facto or de jure residing with the insured;
- pregnancy of the insured or her travel companion, provided that the trip was planned during the last 12 weeks of pregnancy and that the pregnancy was not known at the time of booking the trip;
- when the insured cannot receive the vaccinations required for the trip for medical reasons, provided that this was not known at the time of booking the trip;
- dismissal of the insured for economic reasons;
- if the insured has entered into an employment contract of at least 6 months, provided that s/he was unemployed at the time of booking the trip;
- the cancellation of the leave already granted by the employer due to the unavailability of the colleague who should have replaced the insured, following the death, illness or accident of that person;
- the abolition of leave already granted to career military personnel in order to take part in missions abroad within the framework of an international organisation of which Belgium is a member, or for the repatriation of compatriots from abroad. This coverage is applicable insofar as the effective period of the mission coincides with the trip booked;
- the essential presence of the insured who is self-employed or a member of a profession due to the unavailability of his/her planned replacement following the death, illness or accident of that person;
- serious material damage to property owned by the insured or rented by him/her during the 30 days preceding the date of departure, as a result of which the insured's presence is required and cannot be postponed;
- having to take repeat exams at the end of the academic year [only valid for students in their final year of secondary, university or higher non-university education] during the holiday period booked or within 15 days of the return date, provided that the trip was booked before June;
- divorce, provided that the procedure was introduced after the trip was booked and upon presentation of an official document;
- de facto separation, if one of the partners has left the home after booking the trip and upon presentation of an official document;
- a home invasion or carjacking of which the insured is the victim and which occurs within 7 days of the date of departure, upon presentation of the police report;
- the theft or total immobilisation of the vehicle following a traffic accident or fire of the insured's private vehicle within 48 hours of departure or on the way to the holiday destination;
- missing boarding, as stipulated in the travel contract, as a result of the [public] means of transport being immobilised for more than 1 hour because of a traffic accident, fire or wildcat strike;
- the insured being summoned:
 - as a witness or juror in a court of law;
 - due to child adoption proceedings;
 - because of an organ transplant;
- if a travel companion cancels the trip for one of the above reasons.

10. Exclusions

The following causes of cancellation are excluded from the insurance coverage:

- a state of intoxication, mental disorder or confusion under the influence of narcotics;
- the wilful act of the insured or with his or her complicity;
- the suicide or attempted suicide of the insured by his/her own hand;
- natural disasters and epidemics;
- terrorist acts, war, civil war, revolt, insurrection and revolution;
- pre-existing conditions in terminal or very advanced stages;
- depression, psychological, psychosomatic, mental or nervous disorders, unless hospitalised for at least 7 days;
- artificial insemination or voluntary termination of pregnancy;
- insolvency of the insured;
- the absence of travel documents and/or travel visa;
- any reason that was known at the time the insurance policy was taken out.

11. Reimbursement Rules

The reimbursement of cancellation costs will never exceed the insured amount and will always be based on the cancellation costs due in the event of immediate cancellation after the occurrence of an event that gives rise to said cancellation.

Where the trip is modified, the administrative costs relating to this modification are covered up to the costs that would be due in the event of cancellation.

In the event of curtailment in accordance with the coverage listed under Article 9, Touring will refund the non-recoverable part of the rental price in proportion to the nights lost, from the day of the early return.

12. Obligations of the Insured

The insured or the beneficiary expressly agrees:

- to notify the travel agent and the agent [Protections Customer Service] within 24 hours and in any case before the start date, and to send a written claim form to Touring within 5 days;
- to provide Touring or its agents with any documents, information and supporting evidence that Touring or its agents deem necessary;
- to take all necessary and useful measures to limit cancellation costs to the strict minimum, which means that as soon as the insured is aware of an event that could give rise to cancellation, s/he will immediately inform the travel agent;
- to undergo any medical check-up and to do everything necessary to ensure that any other person whose medical condition is the cause of the cancellation undergoes such a check-up.

Agent contact details [Protections Customer Service]

- By telephone: +32 2 463 50 00
- By e-mail: claims@protections.be

If the insured does not fulfil one of the aforementioned obligations and this results in damage to Touring, the Insurer or the Agent, the latter is entitled to claim a reduction in the benefit up to the damage suffered.

If the insured's failure to fulfil one of the above obligations is the result of fraudulent intent, Touring may refuse to provide any services or may recover compensation already paid.

13. Personal Data

Personal data relating to an AG Insurance SA/NV insurance policy taken out with Protections SRL/BV may be processed by AG Insurance SA/NV as the data controller and/or by Protections SRL/BV as the data processor or subcontractor of AG Insurance SA/NV.

1] With regard to personal data processed by AG

When AG Insurance, headquartered at 53 boulevard Emile Jacqmain, 1000 Brussels and with company number 0404.494.849 [hereinafter "AG"] acts as the data controller, it does so in accordance with the 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, as well as the Privacy Notice of AG [accessible via the "Privacy" button on the website www.ag.be, in French and Dutch only].

AG processes this personal data for the following purposes in particular:

- the management and performance of insurance services, including the management of relations with mutual customers of the two entities, based on the execution of the policy;
- the achievement of all the purposes imposed on AG by a legal, regulatory or administrative provision, and this on the basis of said provision;
- data analysis, compilation of statistics, models and profiles, abuse and fraud detection and prevention, compilation of evidence, security of AG's networks and IT systems, security of property and people, process optimisation (e.g. risk assessment and acceptance, internal processes, etc.), new product development, as well as, where appropriate, profiling and decision-making on the basis of a profile for the purposes mentioned above, and this on the basis of AG's legitimate interest.

In certain cases, your data may also be processed subject to your consent.

If necessary, this data may be communicated to your insurance intermediary (Protections SRL/BV), to other intervening insurance companies, to their representatives in Belgium, to their correspondents abroad, to the reinsurance companies concerned, to claims offices, an adjuster, a lawyer, a technical adviser or other person or body acting purely as a processor of AG and in accordance with its instructions. Moreover, this data may be forwarded to any other person or body by virtue of a statutory obligation or an administrative or judicial decision.

AG is likely to transmit your data outside the European Economic Area (EEA), to a country which does not ensure an adequate level of protection of personal data. In such a case, AG offers appropriate guarantees by reinforcing IT security and by contractually requiring an increased level of security from its international counterparts. Specifically in relation to assistance outside the EEA, if AG is unable to provide such appropriate safeguards, the necessary personal data will occasionally be provided to our partners in the relevant country where you require assistance on a need-to-know basis for the performance of your policy.

The data processed is kept for the entire duration of the insurance policy, the statute of limitations and any other retention period that may be imposed by applicable legislation and regulations.

Within the limits set by applicable regulations, you have the right to view your data and, if necessary, to have it rectified or to request that it be communicated to third parties. You have the right to oppose the processing of your data, the right to request the limitation of the processing of this data, as well as the right to its erasure. In these cases, AG may find it impossible to maintain the contractual relationship.

You can exercise your rights by means of a dated and signed request, accompanied by an identification document or other means of identification, to be sent by post to AG, Data Protection Officer, 53 boulevard Emile Jacqmain, 1000 Brussels (Belgium) or by e-mail to: AG_DPO@aginsurance.be.

You can obtain more information from the same address, as well as in [AG's Privacy Notice](#), available via the "Privacy" button on the www.ag.be website, in French and Dutch only.

A complaint may be lodged with the Data Protection Authority.

2] With regard to personal data processed by Protections

Personal data is also processed by Protections SRL/BV, headquartered at Sleutelplasstraat 6, 1700 Dilbeek (Belgium) and with company number 0881.262.717 [hereinafter "Protections"] as a subcontractor when acting as insurance intermediary for AG. In this case, Protections acts exclusively in accordance with AG's instructions.

In addition, Protections processes your personal data as data controller for its own processing purposes as insurance intermediaries. To this end, Protections processes each of your personal data in accordance with 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, as well as in accordance with its Privacy Policy [available via the "Privacy policy" button at the bottom of the www.protections.be website, in French and Dutch only].

As indicated in this [Protections Privacy Policy](#), you may exercise the rights listed therein by sending a dated and signed request, together with a copy of your identity document, by post to: Protections, Sleutelplasstraat 6, 1700 Dilbeek (Belgium); or by e-mail to privacy@protections.be.

A complaint may be lodged with the Data Protection Authority.