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A. GENERAL

I. GENERAL PROVISIONS

These provisions shall apply to the entire insurance contract, unless otherwise stated.

1. Policyholder

VAB nv, with a registered office in Belgium, Pastoor Coplaan 100, 2070 Zwijndrecht, BE 0436.267.594 RPR Antwerpen, non-tied agent, FSMA 030232 A. The policyholder is responsible for the actual execution of the contract and is your first point of contact for questions and possible complaints. The insurance products are guaranteed by VAB nv.

2. Insurer

KBC Insurance NV, Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, VAT BE 0403.552.563, RPR Leuven, IBAN BE43 7300 0420 0601, BIC KREDBEBB. Authorised for all branches under code 0014 (R.D. 4 July 1979, B.S. 14 July 1979) by the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels, Belgium. The insurer shall guarantee the benefits listed in Part B and C.

3. We

The insurer and the policyholder together.

4. Insured person

- The individuals mentioned by name in the special terms and conditions under the title 'insured persons', provided that they are domiciled in Belgium, have their main residence there and that the full premium due has been paid. Payment must always be made prior to the commencement of the insurance coverage;
- Persons domiciled in an EU member state or Switzerland can also take out these temporary policies if the trip was organised by a tour operator or travel agency operating in Belgium or the Grand Duchy of Luxembourg or if they travel together with persons domiciled in Belgium and in a vehicle registered in Belgium.

5. Casual fellow travellers

If there are persons domiciled at the same address as the policyholder, but who are not mentioned on the contract as an entitled party, VAB nv has the right to adjust the premium after intervention. This does not apply if the information has been maliciously withheld. VAB nv reserves the right to refuse intervention for persons who are not domiciled at the same address as the subscriber, and are not insured with VAB nv via another contract.

6. Residence

For the insurer and the policyholder, the place of residence is their registered office. For the insured person, this is the address in Belgium indicated in the contract.

II. INSURANCE CONTRACT

1. Payment and commencement of the insurance contract

A VAB Cancellation Insurance temporary must be taken out at least 30 days before the date of departure, because of the cancellation guarantee. If the booking is made less than 30 days before the date of departure, the cancellation insurance may only be taken out on the date that the booking is made.

For the insurance contract to be valid, the first premium must be paid before the start date of the contract and before the departure date of the trip from Belgium. The demand for payment of the premium comes from VAB nv or from the broker.

VAB nv always reserves the right to refuse a subscription or extension for whatever reason.

What happens in the event of non-payment of the insurance premium?

Non-payment of an insurance premium may lead to suspension and termination of the insurance contract by the insurer.

What in case of non-payment?

- Without prejudice to its right to claim higher compensation subject to proof of higher damage actually suffered, is VAB nv, in the event of failure to pay one or more invoices in full and on time, entitled to:
 - a) if the customer is a consumer and has not proceeded to payment within a period of 14 calendar days following the sending of a first reminder: default interest at the legal interest rate, and this from the date of the second reminder and a fixed compensation as follows :
 - € 20 if the amount due is less than or equal to € 150
 - € 30 plus 10% of the amount due on the tranche between € 150.1 and € 500 if the balance due is between € 150.1 and € 500
 - € 65 plus 5% of the amount due on the tranche above € 500 with a maximum of € 2000 if the balance due is above € 500
 - b) if the customer is a company, automatically and without prior notice: (i) default interest equal to the interest rate provided for in the Law of 2 August 2002 on combating late payment in commercial transactions as from the due date of the invoice in question and (ii) liquidated damages equal to 10% of the amount owed, with a minimum of €75.
- VAB nv will provide the customer, upon request, with all documentary evidence of the debt and information on how to conduct a dispute.
- Non-payment on the due date renders all amounts still due immediately payable, irrespective of any payment terms already granted;
- In the event of non-payment, VAB nv also has the right to suspend any service until full payment of the bill and the costs referred to above;
- In the event of non-payment within 14 days of the breakdown, VAB nv shall be entitled to declare the application for connection as null and void and to charge the actual cost of the intervention.

Sums already paid will be considered as definitively acquired.

Disputes

An invoice protested by the customer must be notified to VAB by registered letter within 8 calendar days, under penalty of cancellation, stating the reason(s) for the protest. Any invoice that has not been protested in the aforementioned manner shall be irrevocably accepted.

If the invoice is not disputed within a period of 8 days after invoice date, VAB nv will not accept any further disputes. The insured is furthermore aware that if he/she does not settle outstanding invoices on the due date - or late - he/she will be obliged, without any formality or notice of default, to immediately pay all outstanding invoices in his/her name.

The parties expressly agree and acknowledge that the place of performance of the agreement is the registered office of the supplier and that all disputes relating to the invoice are subject to Belgian law and, in accordance with art. 624.2° Ger.Wb., must be submitted to the courts of the district of Antwerp.

2. How long is my contract valid?

The insurance policy is established at the time of writing and is accepted by payment of the full (1st) premium before the contract start date and before the departure date of the trip from Belgium. The insurance applies to unexpected events that occur during the insured period indicated in the contract.

The insured period is indicated in the contract with a time span equal to the duration of the trip and commencing at the earliest at midnight after the day of payment of the premium. The insurances will end at midnight on the date indicated in the policy as the end date of the trip.

Nevertheless, the Cancellation insurance starts at midnight following the day of payment of the premium.

The guarantee is limited to a maximum of 90 days of uninterrupted stay abroad. The duration must include the outward journey, the on-site stay and the return journey.



The policy is not renewed on the expiry date.

3. Prescription

The statutory limitation period is three years, after which you can no longer rely on this insurance. This period starts from the day of the claim.

If you only become aware of the claim at a later date, this period only starts from the date on which you discovered the claim. Any right to a possible intervention expires after five years.

4. How can I terminate my contract?

In accordance with the Insurance Act of 4 April 2014, VAB nv will not reimburse the premium.

5. Where is the insurance valid?

Cancellation Insurance

including in Belgium, as long as there is at least 1 booked overnight stay away from home

Cancellation Insurance Europe: geographical Europe*;

Cancellation Insurance with option "World": worldwide.

* *Geographical Europe includes the following countries:*

Europe means geographical Europe – excluding Belgium and the Asian part of Turkey - including: Albania, Andorra, Austria, Balearic Islands, Belarus, Bosnia and Herzegovina, Bulgaria, Cosovo, Croatia, Cyprus, Czech Republic, Denmark, Germany, Estonia, Faroe Islands, Finland, France (*excluding Overseas Territories*), Fyrom (*North Macedonia*), Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal (*excluding Madeira and the Azores*), Romania, Russian Federation (*European section: west of the Ural Mountains*), San Marino, Serbia, Slovakia, Slovenia, Spain (*excluding the Canary Islands*), Sweden, Switzerland, Turkey (*European section: west and north of the Bosphorus, the Sea of Marmara and the Dardanelles*), Ukraine, United Kingdom (*incl Northern Ireland*), Vatican City and Iceland.

**Worldwide includes the following countries:*

The Canary Islands (*Fuerteventura, Gran Canaria, ...*), the overseas Territories of France, Madeira and the Azores, Russian Federation east of the Ural Mountains and the Asian part of Turkey or other destinations anywhere in the world.

6. What is not insured?

- ▣ Services of any kind, which at the time of the event were not requested from the VAB Emergency Call Centre or which were not carried out by us or with our agreement, are not eligible for a refund. Failure to follow the established procedure and/or failure to provide the necessary proof will also lead to the refusal of a refund;
- ▣ Intentional and/or unlawful acts on your part, as well as the confiscation of the vehicle by the local authority as a result thereof;
- ▣ Air travel if you are part of the crew or if you are engaged in a professional activity related to the flight or aircraft during the flight;
- ▣ Sports/ Activities where necessary safety precautions are not observed. Participation in extreme outdoor activities. By this we mean outdoor activities in which the extreme conditions or the level of difficulty represent a potential danger to life. The practice of all sports/activities as a profession or for remuneration is excluded, including competitions and training sessions;
- ▣ Consequences of nuclear or atomic incidents or radiation;
- ▣ Excessive use of alcohol or the use of medicines or narcotics that have not been prescribed by a physician, unless there is no causal connection with the harmful event;
- ▣ Planned medical tourism;
- ▣ War, strike and insurrection as well as civil war, unless there is no causal link to the damaging event;
- ▣ Natural disasters, such as avalanches, rock falls, rock slides, landslides, earthquakes, pressure from snow, hail, high tide, flooding, forest fires, storms,

hurricanes and all other weather conditions, unless otherwise stated in the specific terms and conditions of the guarantees subscribed;

- ▣ Countries or cities where negative travel advice or a travel ban from Foreign Affairs applies or where a travel ban is in force in the destination country at the time of booking the trip and/or on departure. This applies as long as the travel ban is in force;
- ▣ Incidents while skiing off-piste, either with or without an escort;
- ▣ Suicide or attempted suicide;
- ▣ Costs of meals and restaurant outings;
- ▣ Request for reimbursement for events prior to the start date of the contract;
- ▣ Costs that are not explicitly mentioned as insured.

We cannot be held liable for:

- ▣ Late, incomplete or non-execution of the assistance, or for shortfalls in the execution of the assistance, in the event of circumstances independent of our will or in the event of force majeure, such as terrorism, war, popular uprising, insurrection, strike, retaliation measures, restriction of freedom of movement, radioactivity, (*binding*) provisions of Belgian or foreign authorities (*e.g. negative travel advice or travel ban, lockdown, quarantine measures*), natural disaster, and so on.

7. What are your obligations?

The financial services we provide are always limited to unforeseen and additional expenses, i.e. the costs you would not have incurred if the event for which assistance was requested had not occurred.

In the event of a physical accident or illness, we may require you to undergo a medical examination. By purchasing this insurance product, you agree that we are allowed access to your medical data via our own physician (with respect for your privacy, but with extensive medical knowledge) following your request for intervention.

Paid compensation and/or services rendered, for which VAB nv did not have to intervene, must be reimbursed within 30 days. These services will only be provided at the request of the insured person or his/her beneficiary.

The insured person undertakes to:

- ▣ Co-operate with the administrative formalities and obligations necessary to be able to carry out the assistance requested;
- ▣ Give VAB nv correct information about the insured claim as well as provide correct personal data, information about his/her family situation and contact details;
- ▣ Provide proof of the costs incurred on the basis of original invoices and/or certificates;
- ▣ Provide the requested proof. If the insured person fails to do so, this will result in the refusal of intervention.

8. Subrogation

By purchasing this insurance product you agree that we subrogate costs to third parties.

Every person who benefits from the guarantee and the assistance automatically subrogates VAB nv (in the name of KBC Insurance) in its rights and claims with regard to the health insurance fund and/or any liable third party, up to the duration of its intervention.

9. What happens in the event of complaints?

In the event of a complaint, you can contact the VAB complaints service (*klachtenbehandeling@vab.be*). If you do not reach an agreement, you can contact KBC Complaints Management, Brusselsesteenweg 100, 3000 Leuven, *klachten@kbc.be*, tel 0800 620 84 (*free of charge*). If you cannot find a suitable solution, you can turn to the Insurance Ombudsman, de Meeûsquare 35, 1000 Brussels, *info@ombudsman-insurance.be*. However, you always retain the right to initiate legal proceedings before a Belgian court.



B. BASIC GUARANTEE

I. CANCELLATION AND TRIP INTERRUPTION

The geographic coverage depends on the cover subscribed to when the contract was concluded. You can find this on your subscription certificate. The basic guarantee covers cancellation insurance in geographical Europe. Have you also taken out the 'world' option? Then this cancellation insurance also applies to your travel in other countries of the world. The geographic is including Belgium, as long as there is at least 1 booked overnight stay outside domicile.

A. The guarantee

This cover insures payment of costs you cannot recover if you are forced to cancel your trip or return prematurely due to one of the events described below if it occurs during the term of the cover. A trip is understood to be a domestic or foreign trip with at least one booked overnight stay or for which it can be demonstrated by the production of a return ticket that it concerns a stay of at least 2 consecutive days. The guarantee reimburses the cancellation or modification costs for one of the following reasons:

1. Health reasons

The health reason must be confirmed by a licensed physician and it must make the travel contract concluded impossible.

The illness or accident must be sufficiently serious and a reasonable impediment to your holiday. This will be determined by the nature of your holiday. A sprained wrist, for example, can be serious enough to cancel a sports-based holiday.

- Death, illness or accident of:
 - The insured, his live-in life partner, a blood relative or relative by marriage up to the 2nd degree level, including in-laws;
 - The person who is domiciled with the insured person at the same address and who is in his/her care or is a dependent of him/her;
 - The fiancée or the person with whom the insured person has already made wedding plans, as well as his/her family members up to the 1st degree level;
 - The person mentioned on the proof of subscription and charged with the care of the minor or handicapped child of the insured person;
 - The ex-spouse of the insured person, as a result of which the care of the children, who do not accompany the insured during the trip, becomes impossible;
 - One person designated by you in advance on the proof of subscription (*1 person per year of membership*).
- Urgent unforeseen medical treatment of the insured person or of a family member up to the 2nd degree level with a chronic or pre-existing illness;
- Death or hospitalisation of a member of the host family with whom the insured person had planned to spend his holiday;
- When the insured is not allowed to receive the necessary vaccinations for the trip for medical reasons;
- Complications or problems with the pregnancy of the insured person or a family member up to the 1st degree level, including premature childbirth at least 4 weeks prior to the due date;
- The pregnancy of the insured person or his/her life partner, provided that the trip is planned during the last 12 weeks of the pregnancy, and that the pregnancy was not known at the time that the trip was booked;
- If you or a family member up to the 1st degree level are called up for an urgent organ transplant (*as donor or as recipient*) within 7 days prior to departure or during the trip.

2. Work and studies

- Termination of the employment contract by the employer, for economic reasons, of the insured person, his life companion or one of the parents of an insured student who booked the trip;
- Withdrawal of the insured person's leave, which had already been granted by his employer, due to the unavailability of a colleague who was supposed to replace the insured person, as a result of illness, accident or death;
- Compulsory presence of the insured person resulting from the conclusion of a new employment contract with a minimum duration of three uninterrupted months;
- Necessary presence of the insured person exercising a liberal profession or self-employed due to the unavailability of the professional replacement of the insured person, indicated in the proof of subscription, as a result of illness, accident or death;
- The 2nd examination period of an insured student, provided that the examinations take place during the planned holiday period, or within 30 days after the planned holiday period. Provided that it was impossible to postpone the recertification and insofar as the negative results were not known before booking the trip. In the case of a student of legal age, the reimbursement is limited to the cancellation costs of this student;
- Withdrawal of the leave of a professional soldier as a result of a foreign assignment, provided that the order of service was given after booking the trip;
- A change in the profession of the insured, if this necessitates a move. The journey takes place within 30 days before the change of domicile.

3. Residence (*domicile of the insured in Belgium*)

- Serious material damage to the property owned or hired by the insured person within 30 days prior to the date of departure or during the trip;
- Termination of a rental home if the home is to be vacated within 30 days before departure or during the trip. The termination took place after booking and within 3 months before departure.

4. Legal grounds

- Compulsory presence of the insured person in court during the travel period, either as a witness or member of the jury;
- If you or a family member up to the 1st degree level are called up for legal action by official bodies in the event of the adoption of a child within 7 days prior to departure or during the trip;
- Refusal of the required visa by the authorities of the country of destination, provided that:
 - you have completed the application formalities in good time;
 - the refusal is not linked to a global entry ban, imposed by the authorities of the country of destination;
 - you have never previously been faced with a refusal.

- The ending of marriage, for which the divorce proceedings had not yet begun at the time of booking the journey. This is equivalent to the dissolution of a registered legal civil partnership. In order to do this, you must provide the necessary documentary evidence to prove the ending or dissolution of the partnership.

5. Crime

- If the insured person was the victim of a carjacking or burglary within 7 days prior to the departure date;
- If the insured person or a family member up to the 2nd degree level is kidnapped, including the disappearance or abduction of children by one of the parents;
- Robbery with violence or the theft of the identity documents or transport tickets necessary for the trip, within 5 days prior to the date of departure;



- Theft of, accident with or fire in the insured person's vehicle at the time of departure or during the journey to the holiday destination.

6. Other grounds

- Illness or accident that affects the physical condition in such a way that it does not make it impossible to undertake the journey itself, but does make it impossible to take part in the pre-booked activities, e.g. sporting or active holidays (*skiing, trekking, ...*);
- Delay at the time of embarking, provided for in the travel contract, at departure or during a leg of the journey, due to immobilisation of more than one hour due to a traffic accident of the insured person during the journey to the place of embarkation. The guarantee shall be extended to cover the delay in the event of mechanical breakdown, provided that a certificate from a breakdown service or approved assistance provider can be presented;
- An unannounced wildcat strike at the place of departure in Belgium, as a result of which the place of embarkation could not be reached in time.

These guarantees (A.1 to A.6) are also granted to the insured person in the event of cancellation by their travelling companion (*the unique person or the unique couple, including family members domiciled at the same address*) as a result of one of the aforementioned reasons, insofar as the insured person also subscribed to VAB Travel Insurance with the Cancellation cover and the insured person is obliged to undertake his trip alone due to the cancellation by the travelling companion.

B. What is not insured?

We do not intervene in the event of:

- Events that were known when you booked the trip or took out this insurance and to such an extent that the cancellation can no longer be considered unexpected;
- Physical injury resulting from an accident or illness for which there had already been a (*para*)medical treatment prescribed by the attending physician at the time of booking the trip or at the time of subscribing to the insurance contract;
- Trips booked during sick leave;
- Progressive congenital disease;
- In the case of pre-existing illnesses that were at a terminal or very advanced stage at the time of booking the journey, the guarantees are limited to death or an acute threat to life;
- Accidents or disorders resulting from:
 - Mountain climbing along remote areas, big game hunting, caving, underwater fishing or combat sports;
 - Participation in all races, speed trials or speed competitions;
 - The practice of sports in a professional capacity or for a fee, including related training.
- Psychological, psychosomatic, mental or neurological disorders, including anxiety, depression, neurosis and psychosis, unless urgent hospitalisation is required as a result of a first manifestation;
- Voluntary termination of pregnancy;
- The insolvency of the insured person;
- Delay due to traffic problems and other ordinary incidents;
- Administrative fees, visa fees and other similar costs;
- Weather conditions at the place of destination;
- Events due to the excessive consumption of alcohol, drugs or narcotics that have not been prescribed by a doctor;
- Epidemics and pandemics;
- Symposiums;
- Suicide or attempted suicide;

- Labour disputes and attacks, (*civil*) war or similar facts, riots or terrorism;
- Consequences of nuclear or atomic incidents or radiation.

The above exclusions apply not only to the insured person but also to the person whose medical condition is the cause of the request for intervention and to the extent that the insured person is aware of it.

C. How to ask for a reimbursement?

Reimbursement can be requested by completing the declaration via vab.be/nl/pechen-reisbijstand/terugbetaling-kosten/aangifte-annulatiekosten, and submitting it together with the supporting documents listed below. The declaration must contain all useful information about the circumstances, the nature and the extent of the damage.

- The order form and/or the invoice and cancellation invoice;
- In the event of medical reasons: a 'medical certificate' vab.be/-/media/vab-online/files/producten/terugbetaling-kosten/aangifte-medisch.pdf.
- If, in the case of a trip interruption, the illness or accident occurred during the stay abroad, the medical certificate must be drawn up by a doctor in situ.

For trip interruptions you must always inform us in advance so that – after consultation – we can give our consent. Upon returning home, you can send us the receipts for any costs incurred.

In the event of cancellation, all necessary and useful measures must be taken to limit the cancellation costs to a minimum, i.e. as soon as the insured person becomes aware of an event which may cause the cancellation of the trip, he/she will immediately inform the travel agency or tour operator. The intervention will always be calculated on the basis of the cancellation costs due based on the conditions of the travel contract, in the event of cancellation within 48 hours of the insured person becoming aware of the event causing the cancellation.

We reimburse:

In the event of cancellation:

- 100% of the cancellation compensation contractually due by the insured person. If the sum insured is not equal to the total cost of the trip, the proportional rule will apply. In this case, the compensation will be calculated on the basis of the ratio between the sum insured and the total cost price of the trip;
- The additional hotel costs and/or change fee incurred if the insured travel companion cancels and the other insured person decides to depart on the trip alone. Under no circumstances will our intervention exceed the contractual cancellation costs;
- In the event of the immobilisation of the private vehicle, the insured person may still begin their journey in a rental car. In this case, we will intervene in the net rental price of the vehicle up to an amount equal to the cancellation costs to be charged. Tolls, petrol costs or any insurance costs will not be assumed.

In the event of travel interruption:

- The non-recoverable part of the paid travel sum in proportion to the number of vacation days taken, counting from the moment of returning home or from the day of hospitalisation abroad. If the sum insured is not equal to the total cost of the trip, the proportional rule will apply. In this case, the compensation will be calculated on the basis of the ratio between the sum insured and the total cost price of the trip;
- If the travel contract includes transport costs, we provide for the reimbursement of the non-recoverable part of the transport price, to the extent that the return travel costs have not been settled under another guarantee (*e.g. assistance*).

In the event of a change of departure date (instead of cancellation):

- We will bear the administrative costs insofar as they do not exceed the amount of the cancellation fee. Under no circumstances will our intervention exceed the insured amount provided for.

The insured amount in this contract is equal to:

- The amount stated in the contract up to a maximum of € 10,000 per insured person per trip and a maximum of € 35,000 per family per trip.



- No exemption will be applied.



LEGALLY REQUIRED INFORMATION

Privacy

VAB nv respects the privacy of its members, clients and the users of its website. In order to be able to provide you, as a customer, with our services and products, we need to request some personal data. VAB nv strives to process these personal data in a legal, fair and transparent manner.

More information about these regulations can be obtained on the website gegevensbeschermingsautoriteit.be.

Clients who are dissatisfied because VAB nv has not complied with their privacy legislation always have the right to lodge a complaint with the Data Protection Authority via contact@apd-gba.be.

Each person whose data is processed by VAB nv (this is the data subject) has various rights:

- Right to information;
- Right of access;
- Right of rectification;
- Right of erasure;
- Right to restriction of processing;
- Right to transferability of data;
- Right to object.

These rights can be exercised in two ways:

- By e-mail for the attention of privacy@vab.be, or;
- By means of a written request for the attention of:

VAB nv, Risicobeheer-Gegevensbescherming,

Pastoor Coplaan 100, B-2070 Zwijndrecht.

You can consult our complete privacy statement on our website: vab.be/nl/over-vab/privacy

If you wish, you can also request this in writing at our VAB Customer Service department:

VAB nv, Customer Service, Pastoor Coplaan 100, B-2070 Zwijndrecht.

Fraud

In order to encourage solidarity between policyholders and to avoid unnecessary premium increases, we are taking active action against all forms of abuse and fraud. Insurance fraud is a criminal offence and can lead to criminal prosecution.

