

CONTENTS OF THESE GENERAL TERMS AND CONDITIONS

I. General provisions

II. Cancellation insurance and trip interruption

I. GENERAL PROVISIONS

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

1. Definition of the terms used

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.

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 Chapter II.

We

The insurer and the policyholder together.

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;
- In the single premium formula: the insured person is mentioned in the special conditions;
- In the family premium formula: the person who has concluded the contract, his partner, the unmarried children of both partners and ascendants insofar as these persons live together at the same legal residence. Students and the children of divorced parents residing elsewhere in Belgium are insured insofar as they are dependent. Minor grandchildren travelling with insured grandparents are also insured, insofar as the parents of the children are not travelling with them. In order to benefit from the guarantees of this insurance, all beneficiaries should be included in the special conditions;

If there are persons domiciled at the same address as the policyholder, but who are not mentioned on the policy 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 policy.

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 policy.

2. Duration of the policy

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

For the Cancellation Guarantee to take effect, the departure date must be 30 days after the commencement date of this insurance at the earliest. 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. If this insurance is a takeover of

a cancellation insurance policy with another insurance company, this condition does not apply.

Insurances with a term of one year are tacitly renewed for consecutive periods of one year, except when one of the parties cancels the contract at least 2 months (*3 months if cancellation by us*) before the expiry date of the insurance by registered letter delivered to the post office, by bailiff's writ or by delivery of the letter of cancellation against receipt.

Both we and the insured party have the right to terminate the contract after the occurrence of a claim. The termination must take place at the latest 1 month after payment or refusal of payment of the damages. The termination shall then take effect after the expiry of a period of 2 months (*3 months in case of cancellation by us*) counting from:

- the day following service;
- the day following the date of the receipt;
- ✓ in the case of registered post, starting from the day following its delivery.

If the insurance policy contract is established through a distance selling process (*online or by telephone*), you have the right to revoke the contract within 14 calendar days from the date of taking out said insurance contract. The policy must have a validity of more than 30 days and no intervention may yet have been provided with regard to this policy.

It can be revoked without giving any reason and is free of charge. We shall refund the premium paid in full. Where applicable, you will owe VAB nv that part of the premium that corresponds to the period of cover that has already lapsed. The termination shall take effect on the date of sending of the e-mail or on the date of posting.

Limitation period

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.

Payment by direct debit

In the event of payment of the contribution by direct debit, the underwriter may, in accordance with art. VII.37 and VII.38 of the Code of Economic Law of 28 February 2013, request reimbursement of his contribution within 8 weeks of debiting his account. In accordance with the Insurance Act of 7 April 2014, this reimbursement does not constitute a valid termination of the insurance. Where applicable, this contribution will therefore be invoiced to the underwriter after reimbursement. Pending payment, there is no coverage. However, if, prior to reimbursement, services have already been provided by the insurer as a result of an insured event, the actual costs of those services will be invoiced to the insured person.

3. Where is the insurance valid?

Worldwide, including Belgium, as long as there is at least 1 overnight stay away from home.

4. What happens in the event of complaints?

In the event of a complaint, you can contact the VAB complaints service *(klachtenbehandeling@vab.be or 03 253 61 40).* 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 Meeûsplantsoen 35, 1000 Brussels, info@ombudsman.as. However, you always retain the right to initiate legal proceedings before a Belgian court.

5. 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;
- 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. *Winter sports*: acrobatic skiing, bobsledding, firn ski extreme, glaciospeleology, heliskiing, ice climbing, parachuting, sledding, ski jumping, skeleton, ski-alpinism, off-piste skiing, ski jumping, skiifying, snorkelling, off-piste snowboarding, speed racing, speed skiing. *Water sports*: canyoning, cliff jumping, deep sea diving, free diving, cave diving, kayaking (*high difficulty level*), powerboat / offshore racing, rafting, ski racing, solo sailing at sea, sea canoeing without expert guidance. *Mountain sports*: mountain and rock climbing, bouldering, downhill racing / biking, spelunking, sports climbing, volcano surfing, yeti balling. *Air sports*: base jumping, hang gliding, paragliding, parasailing, paragliding, stunt flying, ULM flying, parachuting. *Other sports*: elastic jumping, horseball, racing with cars / motorcycles / vessels with outboard motor, big game hunting, combat sports. For any activities not listed, we do provide coverage provided that the necessary safety regulations have been observed. 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.

6. 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.

In the event of non-payment of the fees owed to VAB nv, the latter will charge a supplement of 10% per month started. In the event of non-payment including the surcharges within the imposed periods, VAB nv will take legal steps to recover these.

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;
- Hand over the unused transport tickets to VAB nv when we have paid for the repatriation or return;
- Provide the requested proof. If the insured person fails to do so, this will result in the refusal of intervention.

7. 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.

II. CANCELLATION AND TRIP INTERRUPTION 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 selfemployed 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;
 - \checkmark 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/pech-en-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/vabonline/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 policy is equal to:

- A maximum of € 2,500 per insured person per trip and a maximum of € 10,000 per trip for all family members combined.
- No exemption will be applied.

Subject to the payment of an additional premium, these amounts may be doubled up to a maximum of \notin 5,000 per insured person per trip and a maximum of \notin 20,000 per trip for all family members combined. 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.



VAB Cancellation Insurance

The purpose of this information document is to give you an overview of the main coverages and exclusions of this insurance. The document is not personalised according to your specific needs and the information it contains is not exhaustive. For any additional information on the insurance chosen and information regarding your obligations, please consult the pre-contractual and contractual conditions of this insurance.

What type of insurance is this?

The VAB Cancellation insurance is a collective insurance that VAB nv has taken out with KBC Insurance, which you can join at any time. This insurance offers year-round solutions if you have to cancel or interrupt your trip.

Cancellation insurance

What is not insured?

longer be considered unexpected;

The insolvency of the insured person.

the time the trip was booked;

Events that were known about when you booked the trip or took out

The complications or aggravations of an existing illness that can be

considered as a normal course of the illness and that were known at

this insurance and to such an extent that the cancellation can no



What is insured?

Cancellation insurance

We insured a maximum of € 2,500 per insured person per trip and a maximum of € 10,000 per trip for all family members combined. The following events qualify as valid reasons for cancelling your trip or returning early:

- Health reasons: illness, accident, death, etc;
- Studies and work: recertification, redundancy, etc;
- Government and travel formalities:
- ~ Missed departure of plane, boat or train:
- The reimbursement of the not-taken days of your trip because of a trip interruption by illness, accident or repatriation.

Optional insurances:

Extension Cancellation insurance

Double the ceiling of your Cancellation insurance.



Are there coverage restrictions?

You must take out the Cancellation insurance at least 30 days before the date of departure. 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;

- There is a standard reimbursement limit of € 2,500 per trip per person and € 10,000 per trip for all family members combined. You can increase the reimbursement limits subject to the payment of an additional premium;
- 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;
- Force majeure may be invoked as a valid reason for exclusion from the guarantees.



Where am I covered?

The insurance is valid worldwide, including in Belgium, as long as there is at least 1 overnight stay away from home.

What are my obligations?

- When concluding the contract, you must provide us with honest, accurate and complete information about the risk to be insured;
- If, during the term of the contract, there are any changes to the risk for which you are insured, you must notify us;
- You must take all necessary precautions to avoid the occurrence of a claim;
- In the event of a claim, you must report it within the period stipulated in the general terms and conditions and take all reasonable measures to limit the consequences of the claim.



When and how do I pay?

You must pay the premium annually. You will receive an invitation to pay.



When does the cover start and end?

The starting date and duration of the insurance are stated in the special terms and conditions. The agreement lasts for 1 year and is tacitly renewed.



How do I terminate my contract?

You can cancel the insurance contract no later than 2 months (*3 months if cancellation by us*) before the annual expiry date. You can do so by registered letter, by bailiff's writ or by issuing the termination letter against receipt.

Registered office of the company: KBC Insurance NV, Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, BTW 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