

SPECIAL TERMS AND CONDITIONS – CANCELLATION

A – DEFINITIONS

- 1) **MEDICAL AUTHORITY**
Any person holding, to the best of the insured's knowledge, a valid qualification as a doctor or surgeon in the country in which the insured is located.
- 2) **CLAIM**
The occurrence of an event liable to bring into play the cover provided by the insurer.
- 3) **BODILY INJURY**
Any physical harm suffered by a human being.
- 4) **DAMAGE TO PROPERTY**
Any damage to or destruction of an item or substance, and any physical harm suffered by an animal.
- 5) **ACCIDENT**
Any unintentional bodily injury suffered by the victim and arising from the sudden action of an external cause, where the victim is an insured party.
- 6) **ILLNESS**
Any deterioration in health diagnosed by a competent medical authority.

B – TYPE OF COVER

Notwithstanding any provisions to the contrary contained in the general terms and conditions to which they are appended, these special terms and conditions apply to insurance for the risks set out below, cover for which is set out in the schedule of cover.

The insured may be forced to cancel his or her trip as a result of one of the following events:

- 1) Serious accident, illness or death of the insured, his or her spouse or common law partner, their ascendants, descendants, sons-in-law or daughters-in law.

The severity of any accident or illness must be certified by a medical authority.

- 2) Material damage caused by accident, fire, explosion or a natural phenomenon entailing significant damage to personal property, business premises or the main residence occupied by the insured and requiring the insured's urgent and pressing presence in order to take necessary protective action.
- 3) Redundancy of the insured or his or her spouse or common law partner covered by the same policy, subject to the insured not having been aware of the date of the event at the time the policy was taken out.

4) Change to or removal of paid holiday entitlement dates initially agreed by the employer. The cover applies to salaried employees employed by the company for at least a year at the time the policy was taken out, and excludes independent professionals, company directors and legal representatives and entertainment industry workers.

5) Unforeseeable complications in pregnancy, including miscarriage, early childbirth, therapeutic abortion and the consequences of any of the above at less than seven months as at the date of commencement of travel.

6) While travelling to the accommodation:

- a traffic accident involving the insured
- theft of the insured's vehicle

7) In the 30 days immediately prior to the rental period:

a) A traffic accident or attempted theft of the insured's vehicle leading to its being immobilised, where repairs cannot be completed prior to the date of commencement of travel.

b) Total theft of the insured's vehicle.

In the event of:

- a traffic accident or attempted theft of the insured's vehicle leading to its being immobilised, where repairs cannot be completed before the date of commencement of travel;

- theft of the insured's vehicle.

The insured has a choice of compensation:

- Either 100% of the rental amount (for half board or full board)

- Or the cost of hiring a replacement vehicle to travel to the accommodation, up to a maximum of 80% of the total cost of renting the accommodation.

C – AMOUNT AND EFFECT OF COVER

The insured is covered with effect from his or her registration for the trip or holiday, and cover ceases when the insured leaves the Campsite, Residence or Holiday Village at the end of his or her holiday.

However, the amount reimbursed per claim, which may under no circumstances exceed the rental price or total cost of the service as stated on the registration form or rental or service agreement, is subject to the following limits:

a) Where the triggering event occurs more than 30 days before the start of the rental period: 25% of the total rental price

b) Where the triggering event occurs 30 days or less before the start of the rental period: 100% of the total rental price

c) Cancellation fees: the amount the insured would be contractually required to pay the service provider, up to the limits set out above

COVER EXCLUSIONS

- Accident, illness or death occurring before the effective date of the cover
- Accidents that had already occurred or illnesses that had already been diagnosed or treated or where the victim has suffered a relapse, deteriorated or been hospitalised
- Accident, illness or death of a person covered by Article 4 above who is over 80 years of age, except where death occurs less than five business days prior to the beginning of the rental period
- Any beauty treatment, course of treatment, voluntary abortion or in vitro fertilisation
- Pregnancy complications which are known or foreseeable as at the effective date of the cover
- Any contraindication for air travel
- Accident caused by a pre-existing disability
- Psychological illness not entailing hospitalisation at the time of the holiday
- Epidemics, pollution and natural disasters
- Cancellation of the holiday at the insured's initiative
- The consequences of any legal proceedings brought against the insured

D – CLAIMS

The insured must:

- notify management at the campsite, residence or holiday village within 24 hours of becoming aware of the claim, and notify the insurer within 48 hours of becoming aware of the claim;
- notify the insurer of the nature and circumstances of the claim, its causes and any known or presumed consequences.

E – INSURED'S OBLIGATIONS IN THE EVENT OF A CLAIM

The insured must provide certificates, invoices, prescriptions or other relevant documents to prove the validity of any claim to the insurer. Acceptable forms of proof include the following:

- a medical certificate detailing the nature, cause and severity of any illness or accident (if necessary, in an envelope marked "Confidential" for the attention of the insurer's medical expert)
- proof of repatriation on medical grounds or hospitalisation
- a death certificate
- an independent assessor's report on the extent of damage sustained by personal property or real estate (specifying the date of the claim)
- a copy of the accident report form in relation to a traffic accident or any document establishing the materiality of such an accident
- official confirmation from the employer that the insured has been made redundant

- official confirmation from the employer that the insured's paid holiday dates have been unavoidably changed or withdrawn, together with confirmation from the insured that he/she is not able to reschedule the holiday for a different date
- a copy of the police report in the event of the actual or attempted theft of the vehicle
- where the vehicle has been immobilised as a result of an accident: copies of the accident report form and assessor's report and a sworn statement from a mechanic or garage owner to the effect that the vehicle cannot be repaired prior to the date of commencement of travel

F – CONSEQUENCES OF FAILURE TO COMPLY WITH THESE OBLIGATIONS

1) The insured shall be stripped of any entitlement to cover for a claim if:

- that claim is not reported within the timescale laid down in Article 10, subject to the insurer establishing that the delay in reporting the claim was detrimental to its interests;
- the insured knowingly gives false information on the nature, causes or consequences of a claim;
- the insured knowingly provides fraudulent information or inaccurate documentation by way of proof.

However, the insurer reserves the right to initiate proceedings against the policyholder (or the insured) for reimbursement of any amounts paid out in the policyholder's (or the insured's) place.

2) Where the insured fails to comply with any other obligations under Articles 10 or 11, except in the event of exceptional circumstances or force majeure, the insurer shall be entitled to claim compensation from the insured in proportion to the loss sustained as a result of such failure.

SPECIAL TERMS AND CONDITIONS

CURTAILMENT FEES

Notwithstanding any provisions to the contrary contained in the general terms and conditions to which they are appended, these special terms and conditions apply to insurance for the risks set out below, cover for which is set out in the schedule of cover.

The insured may be forced to curtail a trip as a result of one of the following events:

- Illness, accident or death of the insured, his or her spouse or common law partner, their ascendants, descendants, sons-in-law or daughters-in law.
- Repatriation on medical grounds or hospitalisation lasting more than five days in the course of the holiday.

The severity of any accident or illness must be certified by one of the following:

- a medical authority at the holiday location for the insured
- a general practitioner or local doctor for a family member not taking part in the holiday
- Death of a brother, sister, brother-in-law or sister-in-law.
- Material damage caused by accident, fire, explosion or a natural phenomenon entailing significant damage to personal property, business premises or the main residence occupied by the insured and requiring the insured's urgent and pressing presence in order to take the necessary protective action.

A – AMOUNT AND EFFECT OF COVER

This policy covers the insured, together with any travel companions registered on the same registration form, if they so wish, for the reimbursement of any days charged and not reimbursed by the policyholder or the organisation responsible for the services.

In the event of repatriation on medical grounds or hospitalisation lasting more than five days in the course of the holiday, the insured will be offered a replacement holiday under the following terms:

- a holiday of the same type and duration to be taken at the same site within the 13 months following the occurrence of the insured event.

The insured is covered with effect from the day after the date on which the event occurs.

GENERAL EXCLUSIONS

Irrespective of any specific exclusions set out in the special terms and conditions, this policy under no circumstances covers damage or accidents caused by any of the following:

- claims caused by foreign or civil war or nuclear or radioactive effects
- claims caused intentionally by the insured or resulting from the insured's involvement in a fight (except in cases of legitimate defence), a crime or an intentional offence
- the insured's suicide or attempted suicide
- claims occurring while the insured's blood alcohol level is higher than 1.20 grammes
- claims resulting from the consumption of drugs, narcotics or tranquillisers not prescribed for medical reasons
- all cases where the policy cannot be fulfilled as a result of force majeure, including in particular bans imposed by local authorities
- earthquakes, volcanic eruptions, tidal waves, floods, typhoons, hurricanes, tornados and cyclones as well as epidemics, pollution and natural disasters
- Absence of hazard