



GENERAL TERMS

1. DEFINITIONS

1.1 Insurer

In the present general conditions, the term "Touring" designates the S.A. ATV, whose registered office is established in Belgium, 44 rue de la Loi, 1040 Brussels, an insurance company authorised by the Royal Decree of 11/01/1991 and 24/02/1992 (Belgian Official Gazette of 13/02/1991 and 14/03/1992) to conduct insurance operations in the branches 9, 16, 17 and 18, and approved by the Banking, Finance and Insurance Commission under the number 1015, Register of Legal Entities 0441.208.161.

Any request for intervention must always be addressed to Touring at the time when the events which justify the intervention occur.

Touring remains debtor of the guaranteed benefits and remains fully responsible for their proper execution.

1.2 Policyholder and insured persons

The policyholder is the natural person who or legal entity which takes out the insurance contract via the direct sales reservation module of B-International (call centre or website), for his own account or for the account of another or several other person(s) designated in the contract.

The insured persons are the natural persons whose names are indicated on the reservation of the transport ticket of B-International. In the general conditions, the insured persons are designated by the terms "you" or "the beneficiaries".

1.3 Spouse

The person with whom the beneficiary forms a de jure or de facto life together and who is domiciled at the same address.

1.4 Travel contract

The contract concluded by the policyholder for himself or for the insured persons, provided that the travel was sold in Belgium or in the Grand Duchy of Luxembourg.

1.5 Domicile

The domicile shall be regarded as the address indicated in the policy by the physical person or persons or legal entity or entities who take(s) out the policy. These persons must be domiciled in a Member State of the European Union or in Switzerland.

1.6 Notice of loss

The notice of loss is the document which is addressed by the policyholder to the insurer in order to report the circumstances of the loss and to claim the guarantee due. This notice, as well as all of the other documents and proofs which are sent to the insurer, must be drafted in the language of the insurance contract, unless notified to the contrary by the insurer.

1.7 Illness

A sudden alteration in the state of health due to a cause other than an accident, as determined and diagnosed by a physician.

An illness is stable when there has been no hospitalisation, no change in treatment and no examination relating to this illness during one or several months, in accordance with the specifications particular to certain coverage.

1.8 Accident

A sudden event due to an external cause, beyond your control, having as its consequence a bodily injury determined and diagnosed by a physician.

2. CONDITIONS OF APPLICATION

2.1 Term and end of the contract

The contract must be taken out on the very same day as the reservation of the train ticket.

The contract commences upon the reservation of the train ticket and the taking out of the cancellation option from B-International by the policyholder, and ends at the time the travel begins.

2.2 Entry into effect and end of the guarantees

The guarantee commences on the date of reservation and payment of the train ticket and of the cancellation option with B-International, and ends at the time the travel begins.

2.3 Territoriality

Coverage throughout the world.

2.4 Termination after loss

The insurer and the policyholder may put an end to the contract after each notice of loss, at the latest 1 month after the payment of the indemnity or the notification of the refusal of intervention. The termination takes effect 3 months after the day following the termination notice by registered letter. However, it shall take effect 1 month after the day following its signing, if the policyholder or the insured person breached one of its obligations arising from the occurrence of a loss, with the intention of deceiving the insurer.

2.5 Premium

The premium, increased by taxes and contributions, is payable in advance at the request of the insurer or of the designated insurance intermediary.

2.6 Obligation to report an aggravation of the risk

The policyholder has an obligation, both at the time the contract is concluded and throughout the course of the contract, to report to Touring all existing or new circumstances and all changes in circumstances of which he has knowledge and which he should reasonably consider as being capable of modifying the risk assessment by the insurer.

If you benefit from other insurance policies for the same risk, you are obliged to communicate to Touring the guarantees given by these other insurance policies and the identity of the insurers.

2.7 Maximum legal interventions of Touring

Touring intervenes only within the framework of the guarantees taken out within the limits prescribed by the insurance law.

Thus if a Touring insurance policy was taken out at the same time as another insurance policy, against the same risks and for the benefit of the same beneficiaries, Touring will intervene only up to the amount of the insured sums as indicated in its general and special conditions.

2.8 Contractual indemnity

In the absence of payment of all sums owed to Touring, the dossier will be transferred to a specialised third-party organisation authorised for amicable recovery. This third party will be mandated to recover the amount owed, increased by an annual late-payment interest equal to the legal interest rate plus 5% and a lump-sum indemnity of 12% with a minimum of € 90, under reservation of being able to prove the damages actually suffered, if they are greater.

2.9 Fraudulent statement

If the policyholder or any beneficiary introduces an intentionally fraudulent request or statement, for example on amounts to be reimbursed or intervention requests, the requests will not be honoured and the guarantees will be cancelled.

2.10 Abuse or negligence

Touring reserves the right to suspend or cancel the execution of the guaranteed benefits in the event of determination of negligence, fraud or abuse on the part of the beneficiary.

Touring also reserves the right to suspend or cancel the execution of the guaranteed benefits if the beneficiary continues to fail to pay any debts that he might have vis-à-vis Touring and which relate to earlier events.

2.11 Medical and sensitive data

The policyholder, acting both in his own name and on behalf and for the account of the beneficiaries of the contract, authorises Touring to use the medical or sensitive data which concern both his person and that of the beneficiaries to the extent necessary for the execution of the guaranteed benefits.

2.12 Privacy protection

Touring uses the personal data of the beneficiaries in order to communicate to them information relating to the services offered by Touring.

Unless notified by them to the contrary in writing, Touring reserves the right to use these personal data to keep them informed of other services.

In conformity with the Law of 8 December 1992 on privacy protection, the beneficiaries may always consult and, if necessary, correct the data concerning them in the database managed by Touring.

2.13 Applicable law

The guaranteed benefits are governed by the Law of 25 June 1992 on non-marine insurance (Belgian Official Gazette of 20/08/1992). Any complaint regarding the guaranteed benefits may be addressed to the Insurance Ombudsman Department, Square de Meeûs 35, 1000 Brussels, Belgium, without prejudice to the policyholder's possibility to initiate a legal proceeding.

2.14 Subrogation

The beneficiaries undertake to subrogate Touring in all of their rights against any third party responsible for abuse, fraud or attempted fraud. The beneficiaries also subrogate Touring in their rights vis-à-vis their own insurer, within the framework of the risk coverage forming the object of the present contract.

2.15 Prescription

No action deriving from the present contract will be admissible after a period of 3 years from the event which shall have given rise to it, and this without prejudice to the provisions of article 3.4 of the present general conditions.

2.16 Correspondence

All correspondence referred to in the present general conditions must be addressed to Touring, Customer Service, rue de la Loi 44, 1040 Brussels, Belgium. All correspondence addressed to the policyholder is validly made to the address that he indicated in the special conditions or that he shall have notified later.

2.17 Application of the general and special conditions

The general conditions apply. The special conditions supplement the general conditions and take precedence over them as necessary.

2.18 Attribution of jurisdiction

Any dispute shall fall under the exclusive competence of the courts of Brussels, which will apply Belgian law.

2.19 Termination option

If the term of the contract established by the pre-signed policy or the insurance request is less than 30 days, neither the policyholder nor the insurer is entitled to terminate the contract. If this term is greater than 30 days, the policyholder has the option of terminating the contract by registered letter, with immediate effect at the time of the notification, and this within a period of 30 days counting from the receipt of the insurance request or of the pre-signed policy by the insurer. The insurer may also terminate the contract within the same period. In this case, the termination becomes effective 8 days after the notification.

3. CANCELLATION INSURANCE

3.1 Object

Touring guarantees, up to the amounts specified in the contract and with a maximum of € 750 per person and per trip, the reimbursement of the costs owed by the beneficiaries in the event of cancellation of the travel contract between the date of registration and the date of departure. Excepted:

- the part of the price of the transport ticket reimbursed by B-International (in conformity with the cancellation conditions of B-International);
- the other costs which are directly reimbursed by B-International (e.g. tax).

The cancellation must be motivated by one of the following events:

3.2 Insured events

a) In the event of death, serious illness or serious bodily accident preventing travel and affecting between the date of registration and the time the travel begins:

- the beneficiary or his spouse;
- their parents or their children;
- their grandchildren, their grandparents, their brothers and sisters, parents-in-law, brothers-in-law, their sisters-in-law, their sons-in-law and daughters-in-law, thus the family to the second degree, spouses included;
- the persons domiciled at the same address as the beneficiary and for whom he has custody or bears responsibility;
- the person responsible for the custody of a minor or handicapped child of the beneficiary.

b) In the event of serious complications of the pregnancy of the beneficiary, provided that she was not more than 3 months pregnant at the time of the reservation of the train ticket.

c) In the event of serious complications of the pregnancy or premature childbirth (occurring at least 1 month before term) of a member of the family of the insured

to the 2nd degree.

- d) In the event of pregnancy of the beneficiary, provided that the insurance contract and the travel contract were taken out before the beginning of the pregnancy and that the travel was planned to take place during the last 3 months of pregnancy.
- e) In the event of convocation of the beneficiary for an organ donation or for the adoption of a child, if the beneficiary was registered on the waiting list prior to the reservation of the train ticket.
- f) In the event of disappearance or abduction of a minor child or grandchild less than 16 years of age of the insured, provided that the child has been missing for more than 48 hours and an official report was made to the competent authorities (police and possibly Child Focus).
- g) In the event of dismissal of the beneficiary, other than for serious misconduct or for compelling reasons.
- h) In the event of conclusion by the beneficiary of an employment contract having a minimum period of 3 months, provided that the beneficiary was unemployed and registered as a job seeker with a competent administration.
- i) In the event that the beneficiary is obliged to be present as a witness in a trial or to serve as a member of a jury of the Court of Assizes.
- j) In the event of an end-of-year examination or second session examination for a student, provided that these examinations are held during the planned travel period or within the following 30 days, that it is not possible to postpone them, and that the student did not know at the time of registration for the travel that he would have to take them. Touring will intervene for the student alone, unless the date of examination of the minor student is situated between the date of departure on holiday and the date of return foreseen in the travel contract.
- k) If the beneficiary is called up as a professional serviceman for a military or humanitarian mission, provided that this had not been foreseen at the time of signing the travel contract.
- l) In the event of substantial material damage suffered by the beneficiary, i.e.: all accidental and exceptional harm to the immovable property of the beneficiary, occurring beyond his control within 30 days preceding the date of departure, as the result of a cause requiring the beneficiary's presence in order to protect his interests.
- m) If, for medical reasons, the beneficiary cannot be vaccinated, and this vaccination is explicitly declared to be necessary by the WHO.
- n) In the event of refusal of issuance of visa by the authorities of the country of destination.
- o) In the event of delay at the time of boarding foreseen in the travel contract, caused by a traffic accident, a fire or a breakdown, capable of being certified by the police or by a breakdown service company (with mention of the time of call) and if it occurred en route to the station, at least 2 hours before the scheduled time of boarding, and due to an event of force majeure proved by a statement from the police.
- p) In the event of pre-existing illness, provided that it was stable for at least 1 month before taking out the policy. This applies for any person whose medical condition is the reason for requesting cancellation.

3.3 Procedure to be followed and obligation in the event of loss:

The beneficiary must respect the following obligations:

- 1) Inform Touring or B-International as soon as possible once he has knowledge of the event preventing his departure or his stay, so as to limit the costs to a minimum.
- 2) Inform Touring within 12 hours following the loss (except in the event of force majeure), by fax to +32.2.233.25.97 or by e-mail to the address adm.sales@touring.be or, by telephone, from 8.30 a.m. to 5.30 p.m., Monday through Friday, to +32.2.286.31.78. Comply with the instructions of Touring and provide it with all of the information and/or documents that it should deem useful or necessary.
- 3) Send within 7 days to Touring the notice of loss document furnished by B-International, or at request by Touring, and accompanied by documents proving the

reason for the cancellation and/or requested by Touring.

- 4) Take the measures necessary to furnish to Touring the medical information relating to the person concerned, authorise the doctors of Touring to gather medical information relating to the person concerned and authorise the physician designated by Touring to examine the person concerned.
- 5) Inform Touring of any guarantees taken out from another insurer for the same risks.
- 6) Touring may verify if necessary the truth of the circumstances evoked before proceeding with the compensation.

In the event of failure to respect one of your obligations and the existence of a relationship between this non-respect and the loss, you will be deprived of your rights to any insurance benefits. In the case of the obligations of articles 1, 2 and 3, Touring may reduce its benefit by the value of the harm suffered. The failure to respect your obligations with fraudulent intent, voluntary dissimulation and the intentional communication of false information always entail the loss of any right to possible insurance benefits.

3.4 Exclusions

The guaranteed benefits provided in the present general conditions shall not be granted in the following circumstances:

- All of the grounds known at the time of reserving the train ticket and when taking out the insurance;
- Persons affected by injuries due to an illness or an accident whose causes or first symptoms precede the date of taking out the travel or lease contract and for which a medical treatment was in progress at that time, unless the illness was stable during the month prior to taking out the policy;
- Relapses and aggravations of pre-existing diseases, if no medical treatment, no hospitalisation and no examinations had been scheduled during the month prior to taking out the policy;
- Cases of oxygen dependence;
- Illnesses in terminal phase;
- The use of narcotics (unless with medical prescription), alcohol poisoning or the use of firearms;
- Depressive states, mental illnesses, psychological, neuropathic or psychosomatic problems, unless a hospitalisation of more than 7 days was necessary and only if this is a first appearance;
- Illnesses such as for example diabetes, epilepsy and progressive hereditary diseases unless no medical treatment, no hospitalisation and no examinations were scheduled during the month prior to taking out the policy;
- Childbirth and the related interventions, as well as voluntary termination of pregnancy;
- Accidents or incidents which result from the following activities:
 - mountain climbing off of well-established routes, big game hunting, spelunking, underwater fishing or combat sports;
 - races, speed trials or competitions;
 - practice of sports professionally or for compensation, including the related training.
- Poor or defective condition of the private vehicle foreseen for the trip;
- Insolvency of the beneficiary;
- Dismissal for compelling reasons or serious misconduct;
- Administrative costs, visa costs and other similar expenses;
- Terrorist attacks and their consequences;
- Wars, civil wars and riots;
- Events and circumstances linked directly or indirectly to the failure to respect the laws in force, or to a behaviour contrary to the principle of "prudent" management;
- Events occurring outside of the period of validity;
- Any damages which result directly or indirectly from the practice of aviation, in circumstances other than as a paying passenger of a multi-engine passenger transport aircraft, duly licensed and duly designed for such transport;
- Any damages which are, directly or indirectly, the fact or which fall within the

contractual liability or the responsibility vis-à-vis the members of the beneficiary's family;

- Any damages which result directly or indirectly from voluntary, malicious or illegal acts;
- Any damages which result directly or indirectly from the exploitation of a trade, the management of a company or the exercise of a profession;
- Any damages which result directly or indirectly from the ownership, the holding or the use of airplanes or boats;
- Any damages constituted directly or indirectly of costs resulting from judicial proceedings;
- The costs of stay cancellation, with the exception of the cases provided for in the general conditions;
- Strikes, wars and civil wars;
- And, in general, all costs not expressly provided for in the present clauses and conditions.
- Touring is not responsible for damages, delays, breaches or impediments which might arise in the execution of the benefits when they are not imputable to it or when they are the consequence of cases of force majeure, such as war, civil war, invasion, acts of foreign enemy forces, hostilities (whether or not there was a declaration of war), confiscation, nationalisation, strike, riot, unexpected roadblocks, insurrection, terrorism, sabotage, martial law, requisition, ground collapse or movement, flooding as well as any other natural cataclysm.
- The same applies for any damages resulting from the loss, destruction or damaging of goods or any losses or expenditures resulting therefrom or any loss which would be the direct or indirect consequence or which would be provoked in whole or part by:
 - an ionising radiation or a radioactive contamination due to a nuclear fuel or to wastes from the combustion of a nuclear fuel or
 - the toxic radioactive explosion or any other risky property of an explosive nuclear compound or of one of its components.

The above-mentioned exclusions apply not only to the beneficiary, but also to the persons whose medical condition is the cause of the intervention request.