

CANCELLATION INSURANCE

For claims, please call us on:

Tél : +32 2 552 51 76

Email : claims-ip@axa-assistance.com

General Terms & Conditions of Cancellation Insurance

Article 1. DEFINITIONS

Insurer: AXA Assistance SA – Avenue Louise 166/1, 1050 Brussels, Belgium - Email. claims-ip@axa-assistance.com, insurance company registered under number BE0415.591.055 and approved by the National Bank of Belgium and FSMA under number 487.

Insured: the person who has booked the holiday home with CASAPILOT and who has subscribed to the insurance cover.

Policyholder: LA SA GREENBOX, CASAPILOT, 4a op der Haart, 9999 Wemperhardt, Luxembourg

Rental Contract: the contract to rent the holiday home entered into between the Insured and CASAPILOT.

Departure Date: the date on which the Insured is deemed to have left his/her place of residence, taking into account a reasonable duration of the journey required to arrive at the holiday home on the date of the first day of the stay stipulated in the Rental Contract.

Booking Date: the date on which the reservation for the holiday home was made with CASAPILOT.

Travelling Companion: the person or couple, including family members living under the same roof, with whom the Insured plans to travel and stay at the holiday home.

Partner: The Insured's spouse, civil-law or common-law partner who permanently resides under the same roof as the Insured.

Illness: Deterioration in the Insured's health, as certified by a registered doctor, that prevents the Insured from fulfilling the Rental Contract on medical grounds.

Accident: Physical harm caused by an external cause, as certified by a registered doctor, that prevents the Insured Person from fulfilling the Rental Contract on medical grounds.

Significant Material Damage to Property: Exceptional and accidental damage, including theft, occurring within 30 days prior to departure, to the insured's property, or to business premises occupied by the Insured as an owner or tenant.

Article 2. INSURED AMOUNT

The total price of the booking, up to a maximum of 10,000 EUR per Insured.

Article 3. COVER

A. CANCELLATION FEE

The Insured will be reimbursed for any booking cancellation fees or booking change fees payable by the Insured as per the Terms & Conditions of the Rental Contract in the event that the booking has to be cancelled or modified for any one of the following reasons:

- Illness, accident or death of:
 - the Insured, the Insured's partner, 1st or 2nd-degree relatives, including in-laws
 - any person living under the same roof as the Insured whom the Insured is responsible for or has custody of
 - the Insured's official fiancé(e) or that person's 1st-degree relatives.
- The Insured or the Insured's Partner is made redundant by his/her respective employer
- The Insured's leave is cancelled by his/her employer owing to the unavailability (death, accident or illness) of the colleague who was due to replace the Insured.
- The Insured has entered into a new employment contract requiring the Insured to be present at work for a period of at least three consecutive months.
- The Insured is required to be at work owing to the unavailability (death, accident or illness) of the person specified in the Policy to replace the Insured exercising a liberal or independent profession.

- The Insured cannot travel owing to the unavailability (death, accident or illness) of the person specified in the Policy to look after a child under the age of 18 or who is disabled.
- The property owned or rented by the Insured sustains significant damage, including theft, within 30 days of the Departure Date.
- The Insured is required to be present as:
 - a witness or jury member in court.
 - a student taking a resit exam during the period between the Departure Date and 30 days after the return date.
- The Insured or a 1st-degree relative is required or summoned to:
 - perform legal acts required by official bodies relating to the adoption of a child;
 - undergo an urgent organ transplant (as a donor or recipient)
- The Insured cannot have the vaccinations required for the trip for medical reasons.
- Complications or problems arise relating to the pregnancy of the Insured or of a 1st-degree relative, including premature delivery occurring at least 1 month before term.
- The Insured or the Travelling Companion becomes pregnant, provided that that person did not know she was pregnant at the time the trip was booked, and provided that the trip was scheduled to take place during the last 3 months of the pregnancy.
- The authorities of the destination country refuse to grant the necessary visa.
- The Insured's private vehicle is stolen or is completely immobilised following a traffic accident or fire that occurs within 7 days prior to the Departure Date or during the journey to the holiday destination. Please note that immobilisation due to a mechanical fault or breakdown is not covered.

The Insured is also entitled to cover if the Insured's reservation is part of a group booking that is cancelled or modified by the organiser for any one of the reasons listed above, provided that the whole of the group booking is insured with Inter Partner Assistance SA.

B. TRIPS CUT SHORT OR SHORTENED

The Insured will be reimbursed for any days of stay lost in the event that the Insured has to cut short the trip for any of the following reasons:

- Illness, accident or death of:
 - the Insured, the Insured's partner, 1st or 2nd-degree relatives, including in-laws
 - any person living under the same roof as the Insured whom the Insured is responsible for or has custody of
 - the Insured's official fiancé(e) or that person's 1st-degree relatives.
- Death or hospitalisation of a member of the host family with whom the Insured is spending the holidays.
- The Insured is required to be at work owing to the unavailability (death, accident or illness) of the person specified in the Policy to replace the Insured exercising a liberal or independent profession.
- The Insured cannot travel owing to the unavailability (death, accident or illness) of the person specified in the Policy to look after a child under the age of 18 or who is disabled.
- The property owned or rented by the Insured sustains significant damage, including theft, during the trip.
- The Insured is required to be present as a witness or jury member in court.
- The Insured is required or summoned to:
 - perform legal acts required by official bodies relating to the adoption of a child;
 - undergo an urgent organ transplant (as a donor or recipient)
- Complications or problems arise relating to the pregnancy of the Insured or of a 1st-degree relative, including premature delivery occurring at least 1 month before term.
- The Insured's private vehicle is stolen or is completely immobilised following a traffic accident or fire that occurs when the Insured is due to leave or during the journey to the holiday destination. Please note that immobilisation due to a mechanical fault or breakdown is not covered.

The Insured is also entitled to cover if the Insured's reservation is part of a group booking for a stay that is cut short by the organiser for any one of the reasons listed above, provided that the whole of the group booking is insured with Inter Partner Assistance SA.

Article 4. EXCLUSIONS

- Medical conditions for which specific examinations and/or treatments had already been scheduled before the policy was taken out and/or before the accommodation was booked (with the exception of routine examinations).
- Progressive innate disorders or diseases
- Accidents or disorders that are the result of following:

- Hiking on a mountain via uncleared routes, the hunting of large game birds, speleology, underwater fishing or combat sports.
- Participation in any type of speed race, trial or contest.
- Sports, including related training sessions, practiced on a purely professional basis or for which any form of remuneration is received.
- Psychological, psychosomatic, and neuropathic disorders, except where the Insured is hospitalised for at least a week.
- Acts of abortion.
- The Insured being declared insolvent.
- Delays caused by traffic jams and other commonplace incidents.
- Administration fees, costs in obtaining a visa, or other similar fees.
- Intentional acts committed by the Insured;
- Suicide of the Insured;
- The improper use of alcohol or of non-prescribed drugs or narcotics;
- Natural disasters, such as avalanches, rock falls, rock slides, landslides, pressure from a mass of snow, hail, high water, floods, hurricanes.
- The consequences of accidents or nuclear or atomic radiation;
- War, strikes, riots, civil war or any types of collective acts of violence, unless the Insured can prove that there is no direct or causal link between such an event and the reason for the cancellation or modification.
- Cancellations due to travel restrictions resulting directly from a declaration by the World Health Organization of an epidemic or pandemic. Please note cancellations are only covered if the illness occurs prior to the Departure Date. For claims involving illnesses or other medical conditions, a medical certificate is required.

The foregoing exclusions apply to the Insured as well as to any person whose health or medical condition is the reason for the claim.

Article 5. PAYMENT OF CLAIMS

A. CANCELLATION FEE

Amount reimbursed by INTER PARTNER ASSISTANCE SA:

- For bookings cancelled by the Insured prior to the start of the stay: 100 % of the cancellation fee payable by the Insured, including agency costs, up to 10 % of the total price of the booking.
- In the event the Travelling Companion cancels his/her own booking and the Insured decides to travel alone: the additional hotel costs and/or booking change fees resulting from the cancellation. However, the total amount reimbursed by Inter Partner Assistance SA cannot exceed the amount of the cancellation fee payable as per the Terms & Conditions of the Rental Contract.
- If the Insured's private vehicle is immobilised, the Insured will be entitled to a rental car. In this case, Inter Partner Assistance SA shall cover the net cost of the rental car, up to the amount of entitlement relating to the cancellation fee payable by the Insured. Ancillary costs such as petrol and motorway fees are to be borne by the Insured.

The cover provided by Inter Partner Assistance SA can under no circumstances exceed the total price of the booking, and is always calculated on the basis of the amount of the cancellation fee payable by the Insured as per the Terms & Conditions of the Rental Contract for cancellations made within 48 hours of the Insured becoming aware of the event giving rise to the cancellation.

If the total insured amount differs from the total price of the booking, the proportional rule will apply.

B. TRIPS CUT SHORT OR SHORTENED

Amount reimbursed by INTER PARTNER ASSISTANCE SA:

- The non-refundable part of the total price of the booking in proportion to the period of stay lost (i.e. the number of days between the date the Insured arrives back home or the first day the Insured is hospitalised abroad and the last day of the stay); the Insured can choose:
 - Either to receive payment straight away for the claim relating to the period of stay lost;
 - Or to receive a credit note, valid for one year, to be used for a future stay when reserved with the same agency and the same tour operator. With the second option, the amount of the pay-out is increased by 10%.
- In the event the Insured's private vehicle is immobilised during the trip, the Insured is entitled to a rental car. In this case, Inter Partner Assistance shall cover the net cost of the rental car up to the amount of entitlement relating to the period of stay lost. Ancillary costs such as petrol and motorway fees are to be borne by the Insured.

Article 6. START AND END DATE OF COVER

Cover shall take effect on the date of signature of the Rental Contract and shall cease to apply at the end of the Rental Contract.

Article 7. OBLIGATIONS OF THE INSURED

The Insured has the following obligations:

- To immediately inform AXA Assistance of the booking cancellation or change, and to submit a written claim within seven days (subject to being humanly possible) either by email to +32 2 552 51 76 or by mail to AXA Assistance – Service Remboursement (Refunds Dept.) CASAPILOT, Avenue Louise 166/1, 1050 Brussels, Belgium.
- To follow the instructions given by AXA Assistance and to provide all the information and/or documents deemed useful or necessary.
- To take all the necessary and useful measures to limit the amount of cancellation or change fees payable, i.e. to immediately notify the agency or tour operator as soon as possible upon becoming aware that the trip may need to be cancelled or changed.
- Provide the medical certificate, including when issued by the attending physician abroad in the event of an accident or illness occurring abroad.

Article 8. CONVENTIONAL STIPULATIONS

- The parties elect domicile as follows. For Inter Partner Assistance SA, at its registered office as indicated in the Policy.
- With respect to the payment of claims under the Policy, the insurer is automatically subrogated in the rights of the Insured against any liable third parties.
- Any disputes relating to the Policy shall be subject to Belgian law.
- Any legal action relating to the payment of a claim is subject to a time limitation period of three years from the event which gave rise to the same.

Article 9. PRIVACY AND PERSONAL DATA PROTECTION

Data Controller

Inter Partner Assistance, S.A., Public Limited Company with its registered office located at Avenue Louise, 1050, 166 Brussels, Belgium, and which is registered at the Crossroads Bank for Enterprises under no. 0415.591.055. (hereinafter referred to as "Inter Partner Assistance")

Purposes of Data Processing and Recipients of Data

Personal Data, either directly provided by the Data Subject, or legitimately received by Inter Partner Assistance via member companies of the AXA Group, via companies affiliated with member companies, via the Data Subject's employer or via third parties, may be processed by Inter Partner Assistance for the following purposes:

- managing the register of insured persons
- managing the Insurance Policy
- customer services
- managing the relationship between Inter Partner Assistance and the insurance intermediary
- detection, prevention and fight against fraud
- fight against money laundering and the financing of terrorism
- portfolio monitoring
- statistical studies

Given that the Data pertaining to the Data Subject needs to be processed to achieve the purposes listed above, that Data may be shared with other companies within the AXA Group, and with companies and/or persons working with the former. (These include lawyers, experts, medical advisors, reinsurers, co-insurers, insurance intermediaries, service providers, other insurance companies, representatives, the fee monitoring office, claims offices, Datassur).

This Data may also be shared in accordance with applicable legislation with supervisory authorities, relevant public services and with any other public or private body with which Inter Partner Assistance may be required to exchange Personal Data.

Data Processing for Direct Marketing Purposes

Personal data, either directly provided by the Data Subject or legitimately received by Inter Partner Assistance, may be shared with other companies of the AXA Group or with companies affiliated with Inter Partner Assistance and/or with the insurance intermediary for the purpose of their respective direct marketing operations or for joint direct marketing operations (e.g. sales actions, personalised advertisements, profiling, data matching, brand awareness, etc.), with a view to i) gaining a better understanding of the needs of current and potential customers, ii) notifying customers about their respective operations, products and services, and iii) sending customers commercial offers.

In order to be able to provide services as tailored as possible in terms of direct marketing, such Personal Data may be shared with sub-contracted companies and/or persons, service providers working on behalf of Inter Partner Assistance, with other companies of the AXA Group and/or with the insurance intermediary.

The processing of this Data is necessary for the legitimate interests of Inter Partner Assistance for the purpose of developing its business operations. Where appropriate, these processing operations may require the consent of the Data Subject.

Transfer of Data outside the European Union

The other companies within the AXA Group, partner companies, or third parties concerned may be located within or outside the European Union. In the event of data transfers to third parties located outside the European Union, Inter Partner Assistance shall comply with applicable legal and regulatory provisions regarding such transfers. It will notably ensure an adequate level of protection for any Personal Data transferred in accordance with the alternative mechanisms set up by the European Commission, such as standard contractual clauses, or with AXA Group's own binding corporate rules governing intra-group transfers (Mon. B. 6/10/2014, p.78547).

Data Subjects can obtain a copy of the measures implemented by Inter Partner Assistance enabling it to transfer personal data outside the European Union by sending a request to Inter Partner Assistance at the address indicated below ("Contacting Inter Partner Assistance").

Data Retention

Inter Partner Assistance shall retain the Personal Data collected in connection with the Policy throughout the length of the contractual relationship and the management of claim files. Said Data may also be updated whenever circumstances so require, and the data retention period may be extended beyond the statutory period or limitation period so as to be able to meet needs and any possible channels of recourse that might be taken after the end of the contractual relationship or the closure of the claim file.

Inter Partner Assistance shall retain Personal Data relating to an offer that have been rejected or not pursued by Inter Partner Assistance for up to five years after the issue of that offer or refusal to accept it.

Necessity to Provide Personal Data.

The Data Subject's Personal Data requested by Inter Partner Assistance is essential for the conclusion and performance of the Insurance Policy between the Data Subject and Inter Partner Assistance. Failure on the part of the Data Subject to provide such Data may render impossible the conclusion or proper performance of the Insurance Policy.

Confidentiality

Inter Partner Assistance has taken all the necessary measures to ensure the confidentiality of all Personal Data and to prevent any unauthorised access, misuse, modification or deletion of that Data.

To this end, Inter Partner Assistance always complies with standards relating to security, and continuity of service, and regularly assesses the level of security of its own processes, systems and applications, as well as those of its partners.

The Rights of the Data Subject

Data Subjects are entitled, upon request:

- to obtain confirmation from Inter Partner Assistance as to whether or not their Personal Data has been processed, and if yes, to access that Data;
- to modify or update their Data, and where appropriate, to rectify any inaccurate or incomplete Data;
- to delete their Personal Data in certain circumstances;
- to restrict the processing of their Personal Data in certain circumstances;
- to object, for reasons relating to their particular situation, to their Personal Data being processed by Inter Partner Assistance, even for legitimate interests. The data controller shall subsequently no longer process the Data Subject's Personal Data unless the data controller can demonstrate that there are legitimate and compelling grounds for doing so that prevail over the Data Subject's interests, rights and freedoms;
- to object to their Personal Data being processed for direct marketing purposes, including profiling for direct marketing purposes;
- not to be the subject of a decision based exclusively on automated processing, including profiling, which produces legal effects concerning them or which significantly affect them. However, if this automated processing is necessary for the conclusion or the performance of a policy, Data Subjects have the right to obtain a human intervention from Inter Partner Assistance, to express their point of view, or to contest the decision taken by Inter Partner Assistance;
- to receive the Personal Data that they provided to Inter Partner Assistance in a structured, commonly used and machine-readable format; to send that data to a different controller, where (i) their Personal Data was processed with their consent or for the purposes of performing a policy and where (ii) the Data was processed using automated processes; and to have their Personal Data sent directly from one controller to the other where technically possible;
- to withdraw their consent at any time, without prejudice to the processing of Personal Data performed - legally and with the Data Subject's consent - prior to the date of withdrawal of consent;

Contacting Inter Partner Assistance

To exercise their rights, Data Subjects can contact Inter Partner Assistance at either of the following addresses, making sure to attach or enclose a photocopy of both sides of their identity card:

- by post:
Inter Partner Assistance - Data Protection Officer, avenue Louise 166/1, 1050 Brussels, Belgium
- by e-mail:
dpo.BNL@axa-assistance.com

Inter Partner Assistance shall process all requests it receives within the deadlines provided for by law. Unless the request is manifestly unfounded or excessive, the processing of such requests is not subject to payment.

Filing a Complaint

If a Data Subject considers that Inter partner Assistance has not complied with data processing regulations, the Data Subject is encouraged to contact Inter partner Assistance first.

Data Subjects may also file a complaint with the Personal Data Protection Authority at the following address:

Rue de la Presse, 35
1000 Brussels, Belgium
Tel.: + 32 2 274 48 00
Fax.: + 32 2 274 48 35
commission@privacycommission.be

Data Subjects may also file a complaint with their local Court of First Instance.

Article 10. HANDLING COMPLAINTS

Inter Partner Assistance strives to provide you with the highest level of service, and constantly monitors the quality of all its products and services. However, if you are not satisfied for any reason, please feel free to send an e-mail to quality.brussels@axa-assistance.com. Inter Partner Assistance will do its utmost to find a solution as swiftly as possible.

You can also submit your complaint to the insurance ombudsman, either by mail at the following address: Square de Meeus 35, 1000 Brussels, or by phone: on +32 (0)2/547 58 71, or by fax: +32 (0)2/547.59.75 or by email: info@ombudsman.as, www.ombudsman.as

Article 11. APPLICABLE LAW

The Policy and any claims relating thereto are subject to Belgian law. The courts of Brussels shall have exclusion jurisdiction.