

# Travel Insurance

General Policy Terms and Conditions

CHUBB®

## CHUBB-WA-2017-General

---

The information provided to the insurer by the policyholder and the insured, in whatever form, is the basis of the insurance contract and is deemed to form an integral part thereof. These terms and conditions apply to all categories included in the policy, unless stated otherwise in these general terms and conditions and / or in the special terms and conditions.

### Table of Contents

---

1.	Definitions – Article 1	3
2.	Coverage – Article 2	5
	2.1 Definition of coverage	5
	2.2 Overview of coverage	5
	2.3 Acceptance criteria	6
	2.4 Coverage area	6
3.	Exclusions – Article 3	7
	3.1 General	7
4.	Loss – Article 4	8
	4.1 Obligations in case of loss	8
	4.2 Loss adjustment	8
	4.3 Damages	9
	4.4 Other insurance policies	9
	4.5 Payment of damages	9
	4.6 Chubb Assistance	9
	4.7 Loss report	9
	4.8 Expiry date	9
5.	Premium – Article 5	10
	5.1 Premium payment	10
6.	Duration and end of the insurance - Article 6	10
	6.1 Validity of cancellation cover	10
	6.2 Validity of all other covers	10
	6.3 Option to cancel	10
7.	Final provisions – Article 7	10
	7.1 Complaint procedure	10
	7.2 Privacy regulations	10
	7.3 Sanction clause	11
	7.4 Subrogation	11
	7.5 Fraud	11

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Netherlands Branch, Marten Meesweg 8-10, 3068 AV Rotterdam, is registered at the Dutch chamber of commerce under number 24353249. In the Netherlands, it falls under the conduct of business rules of the Authority Financial Markets (AFM).

## Belgian Law

---

This insurance is governed by Belgian law. The Belgian courts have jurisdiction.

## Complaint handling

---

For complaints relating to the insurance agreement you can write to:

- The Management of the Insurer, Terhulpesteenweg 166 Chuassée de la Hulpe, 1070 Brussels
- The Ombudsman of the Insurances, De Meeussquare 35, 1000 Brussel. [info@ombudsman.as](mailto:info@ombudsman.as) .
- This doesn't refrain the insured from starting a legal action, should the insured wish to do so.

## Important Information

---

### Important Phone Numbers

Please make a note of the following phone numbers or add them to Your mobile; You may need them in an emergency or if You need to make a Claim:

#### Chubb Assistance

For overseas medical emergencies please contact Chubb Assistance on +32 24 037 231 (24 hours a day, 365 days a year)

#### Chubb Customer Service

For questions about your policy we are available Monday to Friday between 9:00 and 16:30 via +32 24 037 230 or via email [travelinsurance@broadspire.eu](mailto:travelinsurance@broadspire.eu).

#### Chubb Claims

For reporting a claim for your travel policy we are available Monday to Friday between 9:00 and 16:30 on +32 24 037 230 or via email [travelinsurance@broadspire.eu](mailto:travelinsurance@broadspire.eu).

**Chubb. Insured.<sup>SM</sup>**

## 1. Definitions – Article 1

---

### 1.1 Trailer

Rented caravan, trailer tent, boat trailer or luggage trailer.

### 1.2 Nuclear reaction

Every nuclear reaction which releases energy, such as nuclear fusion, fission, artificial and natural radioactivity.

### 1.3 Car and motor vehicle accessories

Roof rack, roof luggage box, bicycle rack, car, bicycle and motor vehicle tools, snow chains, car audio and transmission equipment (whether or not built in) with only battery connection, music cassettes and compact disks present in the vehicle, as well as spare parts (limited to: Serpentine belts, spark plugs, distributor caps, contact breakers and light bulbs).

### 1.4 Luggage

The items which the insured has taken along for personal use and which, during the period of validity of the contract, have been dispatched to the destination before or after departure, as well as the goods which the insured buys during the trip.

The following items are not considered to be luggage:

- a. securities of whatever nature, manuscripts, computer software, notes and drafts;
- b. collections (such as stamp and coin collections);
- c. tools;
- d. objects which have an antique or artistic value;
- e. animals;
- f. vessels (except folding boats, inflatable boats and sailboards), aircraft (which includes gliders and gliding equipment), motor vehicles (including mopeds), campers and other vehicles (except bicycles, prams, pushchairs and wheelchairs) as well as the accessories and (spare) parts thereto (including tents).

### 1.5 Beneficiaries

The party or parties to whom damages and/or compensations are payable, excepting all and any authorities.

### 1.6 Damage prevention costs

The costs incurred by the insured, in case of immediate threatening danger and, before or after the origin of the event covered by the policy, to avoid or reduce any further damage.

### 1.7 Computer and camera equipment

The whole of electronic information processing equipment consisting of a central unit with direct memories attached thereto, power supplies, input and output devices and other peripherals including connection cables. This includes PDA's, tablet computers, laptops, notebooks, gaming consoles including games. Camera equipment includes telescopes, binoculars and digital cameras. Computer and camera equipment are considered to be part of the category valuables.

### 1.8 Current market value

The value of the item immediately prior to the event. To determine the current market value, account is taken of the original purchase price or taxable value and the depreciation. The depreciation takes place by deducting an amount due to ageing, wear and tear, the average useful life of the items or as a result of quick model changes and technical progress.

### 1.9 Event

Every event or series of events which are causally related to each other and which caused the damage/loss.

### 1.10 Money

Coins and banknotes used as a legal currency.

### 1.11 Personal jewellery

Jewellery, including watches, manufactured to be worn on or attached to the body and which wholly or partly consist of (precious) metal, stone, mineral, ivory, (red) coral or other similar materials, as well as pearls and fur. This definition also

**Chubb. Insured.<sup>SM</sup>**

covers personal jewellery which no longer has its original use, such as personal jewellery which is considered to be an investment. Personal jewellery is considered to be part of the category valuables.

(Fountain) pens, lighters and spectacles are not covered by this definition.

#### 1.12 **War risk**

The six types of war risk, as well as their definitions:

- a. *Armed conflict*: any situation in which states or other organised parties fight each other - using military force. Even armed interventions by a peacekeeping force of the United Nations are covered by this definition.
- b. *Civil war*: a more or less organised violent struggle between inhabitants of a state, in which a significant portion of the population is involved.
- c. *Insurrection*: organised violent resistance within a state directed against the public authorities.
- d. *Civil commotion*: more or less organised violent acts occurring in different places within a state.
- e. *Riots*: a more or less organised local violent movement directed against the public authorities.
- f. *Mutiny*: a more or less organised violent movement of members of an armed force, which is directed against the authority under which they are placed.

#### 1.13 **Motor vehicle**

A motor vehicle, insofar as:

- a. a driving licence A3, B, B+E is required;
- b. It is fitted with a Belgian number plate;
- c. an insured is the authorised driver.

#### 1.14 **Replacement value**

The amount required to purchase new items of the same type and quality.

#### 1.15 **Accident**

A sudden, external, violent event, independent of the will of the insured, which affects the insured immediately, which is directly and solely responsible for his/her death or physical disability, provided that the nature of the injury can be observed objectively by a medical professional.

#### 1.16 **Journey**

A trip to and/or from abroad with a duration of up to 30 days or a continuous period of travel, for which the outward journey and/or the return trip is done via a flight booked with Wizz Air.

#### 1.17 **Travel documents**

Passport, travel tickets, tickets, vouchers, driving licences, visa, identity papers and tourist cards.

#### 1.18 **Means of transport**

A motor vehicle, trailer or side-car.

#### 1.19 **Insurer**

Chubb European Group SE, Terhulpesteeweg 166 Chaussée de la Hulpe, 1070 Brussels. Company number BEO867.068.548.

#### 1.20 **Insured**

- a. You (the policyholder), with a maximum age of 64 years old
- b. Other insureds, as far as they are mentioned on the certificate of insurance, with a maximum age of 64 years old.

#### 1.21 **Policyholder**

The individual who concluded the insurance agreement with the insurer and stated as such on the certificate of insurance.

**Chubb. Insured.<sup>SM</sup>**

## 1.22 House mates

The individuals living with the insured in a long-term family relationship and who are registered at the same address at the Registry office.

## 1.23 Relatives

- Relatives by blood or marriage in the 1<sup>st</sup> degree, i.e.: spouses, parents(-in-law), (foster) children, sons and daughters(-in-law). Lawfully or factually partner that is living together is put on a par with marriage;
- Relatives by blood or marriage in the 2<sup>nd</sup> degree, i.e.: brothers and sisters(-in-law), grandparents and grandchildren.

## 1.24 Permanent home address and place of residence

The address in Belgium where you or the insured are registered in the population register.

# 2. Coverage – Article 2

## 2.1 Definition of coverage

The insurer provides cover for the categories covered according to the certificate of insurance.

The coverages are valid for the insured persons stated on the certificate of insurance and up to the maximum amounts indicated in the cover overview in article 2.2.

The coverage applies only to the insured whose name is on the certificate of insurance; this insurance is not transferable.

For a return trip the coverage ends when the insured period ends. For a one way trip the coverage ends 24 hours after leaving the home address in Belgium.

## 2.2 Overview of coverage

Package in euro: Coverages and sums insured apply as stated below in accordance with the plan type chosen and stated on the certificate of insurance.

Coverage	Sums insured*	Excess**
<b>Luggage and travel inconvenience</b>		
<b>Luggage</b>		
Total luggage (first loss)	Up to € 1,500	✓
Luggage per item	Up to € 250	✓
Valuables in total	Up to € 250	✓
Rented sports gear	Up to € 250	✓
<b>Travel inconvenience</b>		
Flight delay Amount per period of 12 hours	€ 75	✗
Flight delay Total amount	€ 300	✗
Luggage delay	Up to € 200	✗
Missed flights	Up to € 200	✓
Travel abandonment	Up to € 500	✓
Travel documents	Up to € 250	✗
Money	Up to € 300	✓
<b>Medical</b>		
<b>Repatriation and evacuation</b>		
Evacuation and transport and Medical repatriation	Maximum of € 250,000	✓
Travel expenses	€60 per day up to a maximum of €600	✓
Accompanying travel expenses	€60 per day up to a maximum of €600	✓
Burial and cremation costs and repatriation of the	Up to €5,000	✓

**Chubb. Insured.<sup>SM</sup>**

remains		
Emergency dental treatment	Up to €250	✓
Curtailement	Up to €500	✓
<b>Personal accidents</b>		
In case of death	€ 10,000	✗
Permanent disability	€ 10,000	✗
<b>Medical costs</b>		
Medical costs abroad	Maximum of € 250,000	✓
Hospitalisation	€15 per day up to a maximum of €750	✗
<b>Cancellation</b>		
Cancellation costs (maximum per trip) per person	Total flight costs as mentioned on the booking form	✗
Accommodation or excursion costs paid before departure	Up to €500 per person	✗
<b>Other</b>		
<b>Legal Assistance</b>		
Outside Belgium	Up to € 10,000	✗
<b>Liability</b>		
Maximum sum insured per event	Up to € 2,000,000	✓

\* Amounts per insured per event, unless stated otherwise on the certificate of insurance

\*\* A €50 excess applies to each benefit section per person as highlighted in the table above.

### 2.3 Acceptance criteria

Only persons who, during the period of insurance, are registered in a Belgian population register as residing at the address in Belgium are eligible for coverage under this policy. The policyholder needs to be in Belgium at the time of taking out the insurance policy.

- a. The insurance provides coverage in accordance with the plan type chosen and stated on the certificate of insurance.
- b. In Belgium the coverage will only take effect in the case of:
  - 1) a journey from and/or to a foreign country;
  - 2) a pre-booked flight with Wizz Air.
  - 3) The insurance is not valid if the insurer has already notified the insured that it no longer wishes to insure him/her.
  - 4) For the cancellation section the insurance is only valid if it is concluded immediately or at the latest within 7 days of booking the plane ticket with Wizz Air.

### 2.4 Coverage area

The certificate of insurance specifies the area in which the insurance applies. There are two options. Coverage for:

- Europe
- the whole world, except for travels to, from or in Cuba and/or transit in Cuba.

Europe is understood to refer to:

Europe, including the Azores, the Canary Islands, Madeira and the whole of Turkey.

Some European countries have regions located outside Europe. In these regions the insurance does not provide cover, except for the regions mentioned above.

**Chubb. Insured.<sup>SM</sup>**

### 3. Exclusions – Article 3

---

#### 3.1 General

This insurance does not provide entitlement to payment of damages for accidents, damage, loss or costs:

- a. which could reasonably have been foreseen before undertaking the journey;
- b. stemming from diseases or disorders which existed before the start of the journey. This exclusion does not apply to the section on medical repatriation and evacuation and personal accidents.
- c. originated or facilitated by the use of narcotics or stimulants (such as alcohol, soft drugs and hard drugs) ;
- d. originated as a criminal activity or participation in a criminal activity by the insured;
- e. caused intentionally or with the consent of the policyholder / insured or any person with an interest in the compensation under this insurance, other than damage prevention costs;
- f. caused or originated due to war risk;
- g. caused by, occurring with or resulting from thermal, mechanical, radioactive and other reactions resulting from a change in atomic particles or radiation of radio-isotopes, nuclear reactions, irrespective of how the reaction originated.

This exclusion does not apply to radioactive nuclides that are outside a nuclear facility and that are used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes;

- h. caused by an earthquake and/or volcanic eruption. In case of damage originating either during the time in which, or 24 hours after the effects of an earthquake or volcanic eruption revealed themselves in or near the building, the policyholder must prove that the damage is not attributable to those phenomena;
- i. caused by or in relation to flooding. This exclusion does not apply to damage caused by fire or explosion caused by flooding. This exclusion does not apply to the accident insurance;
- j. caused by non-compliance with the obligations in case of damage or loss. The insurance does not provide coverage if the insured or an individual with an interest in the benefit has not complied with one or more of the obligations and thereby harmed the interests of the insurer;
- k. caused by a false declaration. Any right to payment lapses if the insured or an individual with an interest in the benefit makes a false statement and/or misrepresents the events;
- l. for insured parties in the case of a stay as an au-pair or during travel and residence for study, work or internship purposes.
- m.
  - 1) resulting from the use of aircrafts and during the practice of air sports such as hang gliding, parachuting, ballooning, gliding, paragliding, hang-gliders and ultralight aviation and paragliding, except as a passenger in an airplane licensed to carry passengers.
  - 2) resulting from sailing other than on inland waterways, in case of solo sailing, races or using water scooters and/or vessels which are not suitable or equipped for use at sea
  - 3) resulting from practising martial arts, rugby, cycling races and horse races.
  - 4) resulting from practising all types of winter sports. If the policy states that the winter sports category is covered, this exemption will not apply.
  - 5) resulting from hiking in the mountains, unless this takes place on roads and sites which are also accessible without difficulty to inexperienced hikers, as well as for other high-risk sports
  - 6) bungee jumping, expeditions, fixed climbing routes as well as participating in or preparing speed, record and reliability rides/races with motor vehicles and vessels.
- n. suicide or attempted suicide.
- o. The insurer is not required to make any payment or provide any other benefit under this policy if the insured does not meet the acceptance criteria mentioned in article 2.3.
- p. Every loss or damage in case of winter sports, except if the insurance is concluded in combination with a winter sports trip and if the policy specifies that winter sports are also insured and the supplementary premium for winter sports has been calculated.

**Chubb. Insured.<sup>SM</sup>**



- q. Underwater sports and diving and you are:
- 1) not qualified to dive, unless you are assisted by an adequately qualified instructor or,
  - 2) diving to a depth of more than 30 metres, or
  - 3) diving alone, or
  - 4) diving on or in wrecks or at night.

Alternatively, seen as you are already a qualified diver, not diving under the guidance of an official diving marshal, instructor or guide, diving within the guidelines of the relevant diving or training agency or organisation and not diving alone, coverage applies subject to the following maximum depth according to your qualification:

- PADI Open Water - 18 metres.
  - PADI Advanced Open Water - 30 metres.
  - PADI Deep Dive Special - 30 metres.
  - BSAC Ocean Diver - 20 metres.
  - BSAC Sport Diver - 30 metres.
  - BSAC Dive Leader - 30 metres.
  - SSI Open Water Diver - 18 metres.
  - SSI Advanced Open Water - 30 metres.
  - SSAC Sport Diver - 30 metres.
- r. damage directly or indirectly related to a (possible) outbreak of an epidemic or pandemic, as defined by the World Health Organization (WHO), including:
- preventive and/or restrictive measures taken by the authorities, such as travel restrictions and/or bans and keeping the insured, his/her family members and/or travelling companions quarantined;
  - the cost of medical examinations and/or medical treatment of the insured by or on behalf of public authorities.
- s. terrorist attacks, wars, uprisings, revolts, strikes.

The special conditions cancellation, luggage and travel inconveniences, travel insurance, travel insurance and winter sports include additional exclusions per category that apply in addition to the above general exclusions.

## 4. Loss – Article 4

---

### 4.1 Obligations in case of loss

As soon as the insured has knowledge of an event which may result in an obligation to pay for the insurer, he/she must:

- a. report it to the insurer as soon as possible and submit all relevant information and documents without delay;
- b. make every endeavour to limit the damage;
- c. notify the insurer of any other policies which may offer full or partial cover for the damage;
- d. in case of (attempted) theft or any other criminal act, file a police report as soon as possible and present written proof thereof to the insurer;
- e. in case of death of an insured, the beneficiaries must allow the insurer to establish the cause of death and, if necessary, grant permission for an autopsy.

Insured and beneficiaries cannot derive any rights from the policy where the obligations, or in particular the obligations set out in the special terms and conditions, have not been met and insofar as the insurer's interests are harmed as a result thereof.

### 4.2 Loss adjustment

- a. The loss will be determined by mutual agreement or by an expert appointed by the insurer, unless it is agreed that two experts will determine the loss, in which case the policyholder and the insurer each appoint one expert.

**Chubb. Insured.<sup>SM</sup>**

- b. The statements provided and/or to be provided by the insured (oral and written) will serve to determine the extent of damage and the right to compensation.
- c. If it appears that the damage was not correctly assessed, either by incorrect data or by calculation error(s), the parties have the right to demand revision of the loss adjustment.

#### 4.3 Damages

- a. The insurer's obligation to pay damages shall be for a maximum of the amounts stated in the overview of coverage in article 2.2.
- b. In case of damage the policyholder shall hand over the insured luggage to the insurer only at the request of the insurer.

#### 4.4 Other insurance policies

If the damage which is covered by this insurance is also covered under one or more other policies, whether or not of an earlier date, or would have been covered if this insurance did not exist, then this insurance serves only an excess cover on top of the coverage granted or to be granted under the other policy/policies, whether or not the other policy/policies contains an overlap clause.

This does not apply to cancellation insurance taken out at Chubb.

#### 4.5 Payment of damages

If a right of compensation exists under this insurance policy, it will be paid within 30 days of receipt of all data required by the insurer.

#### 4.6 Chubb Assistance

- a. In all cases requiring assistance following a covered event, the insured shall immediately contact Chubb Assistance. Phone numbers are stated on the certificate of insurance.
- b. Costs incurred without consultation and approval of Chubb Assistance shall never be refunded, with the exception of damage prevention costs.
- c. Chubb Assistance is free to choose the parties it will deploy for the assistance.
- d. Chubb Assistance has the right to request the necessary financial guarantees to the extent that the costs associated with its services are not covered by this insurance.

If these guarantees are not obtained:

- Chubb Assistance will no longer be obliged to provide the services required;
  - any entitlement to a compensation which may exist in this context under a different heading.
- e. Chubb Assistance accepts, except in case of its own omissions and errors, no liability for damage resulting from errors or omissions of third parties, without prejudice to the liability of any such third parties.

#### 4.7 Loss report

When something happens which is covered by the insurance, the insured and/or beneficiary must report this event to the insurer as soon as reasonably possible. A reasonable term is:

- a. If the insured dies: within 24 hours (by phone or email)
- b. If the insured is admitted to the hospital for more than 24 hours: within 7 days of admission (in writing).
- c. In all other cases: within 28 days of the end of the validity of the policy (in writing).

#### 4.8 Expiry date

Any legal claims against the insurer expire 3 years after the day when the beneficiary became aware of the claimability of the compensation.

**Chubb. Insured.<sup>SM</sup>**

## 5. Premium – Article 5

---

### 5.1 Premium payment

- a. The policyholder shall pay the premium, costs and insurance tax by advance payment.
- b. Payment of the premium is necessary before the insurance can take effect. If the policyholder fails to pay the amount due within 30 days of the first payment request, the coverage will end on the first day of the period for which the amount due must be paid.
- c. Unless the insurer has cancelled the insurance in the meantime, the cover will take effect again on the day following the day when the insurer received the amount due.

## 6. Duration and end of the insurance - Article 6

---

### 6.1 Validity of cancellation cover

For the cancellation cover, coverage starts on the date specified on the certificate of insurance.

Coverage ends immediately after the end date mentioned on the certificate of insurance or immediately on the date when the trip is cancelled or interrupted, whichever comes first. In case of a return flight booked with Wizz Air and the insured has a return flight on a date after the date mentioned on the certificate of insurance, and that flight is not initiated by Wizz Air and/or the consequence of a covered cancellation event, the coverage will end on the end date mentioned on the certificate of insurance.

Notwithstanding the above, if a one-way flight is booked at Wizz Air the validity ends after the insured passes the security control, passport control and border control at the destination.

### 6.2 Validity of all other covers

For all coverage referred to in article 2.2 other than cancellation, the validity of the cover is the number of days the insurance is in effect (up to 30 days). The certificate of insurance shall state the duration. If the duration is exceeded because of an unforeseen delay not caused by the insured and/or because of an insured event (except where this event falls under the category Travel Luggage), the insurance will automatically remain valid until the earliest possible return of the insured. Where the insurer extends insurance, which has already begun, at the request of the insured, this insurance will be considered a new insurance.

### 6.3 Option to cancel

The insured has the possibility to cancel the insurance by phone or in writing within 14 days after the confirmation given by the insurer that the insurance quote has been accepted per the requested effective date. The insurance will then be cancelled per that date. The insurer has the same right, within the same term. Our cancellation takes effect 8 days after the notice.

## 7. Final provisions – Article 7

---

### 7.1 Complaint procedure

#### *Complaint to the management*

Complaints and disputes by the insured related to the establishment and implementation of this insurance policy can be presented to the insurer's management. To this end you can send a letter to: Chubb European Group SE, Terhulpesteeweg 166 Chaussée de la Hulpe, 1070, Brussels.

#### *Ombudsman of the Insurances*

If the decision of the insurer is not to the satisfaction of the insured, he/she can address the Ombudsman. The Ombudsman of the Insurances, de Meeussenquare 35, 1000 Brussels. If the insured does not want to use this complaint handling option, or if the treatment or outcome is not satisfactory, the dispute may be brought before the competent court.

### 7.2 Privacy regulations

#### *Processing personal data*

Chubb uses personal information which you supply to Chubb or, where applicable, to your insurance broker in order to write and administer this policy, including any claims arising from it.

**Chubb. Insured.<sup>SM</sup>**

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk Chubb is insuring or to a claim you are reporting.

Chubb is part of a global group, and your personal information may be shared with Chubb's group companies in other countries as required to provide your policy or to store your information. Chubb also uses a number of service providers, who will also have access to your personal information subject to Chubb's instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how Chubb uses your personal information. For more information, Chubb strongly recommends you read its user-friendly Master Privacy Policy, available here: [www2.chubb.com/benelux-en/footer/privacy-policy.aspx](http://www2.chubb.com/benelux-en/footer/privacy-policy.aspx). You can ask for a paper copy of the Master Privacy Policy at any time, by contacting Chubb at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

### 7.3 Sanction clause

The insurer cannot be held to provide coverage or pay claims as a result of this insurance, when this would violate the sanctions laws and legislations, which would prohibit the insurer from providing coverage or paying claims, as a result of this insurance.

In particular, the insurer will not provide any compensation or any other benefit to or with respect to an insured with a permanent establishment or residence in Cuba and/or if the claim relates to travel to, from, or in Cuba or to a journey which begins, ends or has a scheduled stopover in Cuba.

### 7.4 Subrogation

The insurer will be, as a result of paid claims and costs that are made because of coverages that non-monetary benefits result in, in accordance with the content of Article 95 of the Law of the Insurance of 4 April 2014, subrogated in the rights and legal claims of the underwriter and the insured opposed to everyone responsible for the damages.

This will not be different when the benefits that have been paid or delivered as a result of the contract, are fully or partially covered by another insurance contract of a health insurance organisation, social welfare or any other institution, the insurer will be subrogated in the rights and legal claims of the insured opposed to everyone responsible for the damages.

### 7.5 Fraud

Any form of fraud by the insured when completing the claim or completing the questionnaires results in the insured losing all his or her rights in relation to the insurer. Every document must be completed fully and with care. The insurer holds the right to have the fraudulent insured prosecuted by the judicial courts.

## Insurer

---

**Chubb European Group SE**  
**Terhulpesteenweg / Chaussée de la Hulpe 166**  
**1070 Brussel België**  
**Belgium**

**Chubb. Insured.<sup>SM</sup>**

# Cancellation Insurance

## Special Terms and Conditions of the Policy

### CHUBB-WA-2017-cancellation

---

The information provided to the insurer by the policyholder and the insured, in whatever form, is the basis of the insurance contract and is deemed to form an integral part thereof.

### Priority of terms and conditions

---

These special terms and conditions are an addition to and form an integral part of the applicable general terms and conditions referred to as 'Chubb HV-2015 general'. If these special provisions are inconsistent with the terms and conditions, these special conditions will prevail.

### Table of contents

---

1.	Coverage – Article 1	13
1.1	Definition of coverage	13
1.2	Insured causes of cancellation	13
1.3	Extent of coverage	14
1.4	People travelling together	14
1.5	Cancellation of the trip with an early return	14
2.	Additional exclusions – Article 2	14
2.1	Additional exclusions	14
3.	Loss – Article 3	14
3.1	Additional obligations in case of loss	14

### Belgian Law

---

This insurance is governed by Belgian law. The Belgian courts have jurisdiction.

### Complaint handling

---

For complaints relating to the insurance agreement you can write to:

- The Management of the Insurer, Terhulpssteenweg 166 Chuassée de la Hulpe, 1070 Brussels
- The Ombudsman of the Insurances, De Meeussquare 35, 1000 Brussel.  
[info@ombudsman.as](mailto:info@ombudsman.as).
- This doesn't refrain the insured from starting a legal action, should the insured wish to do so.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Netherlands Branch, Marten Meesweg 8-10, 3068 AV Rotterdam, is registered at the Dutch chamber of commerce under number 24353249. In the Netherlands, it falls under the conduct of business rules of the Authority Financial Markets (AFM).

# Cancellation

Coverage for a maximum sum as specified in the overview of coverage in article 2.2 of the general terms and conditions.

## 1. Coverage – Article 1

---

### 1.1 Definition of coverage

The insurance shall be valid only if it is concluded immediately after or at the latest within 7 days of booking the flight with Wizz Air.

In addition to the provisions concerning the validity in article 6.1 of the general terms and conditions, applies:

- If a cancelled trip does not qualify for compensation, the coverage for that trip will have definitively ended. In that case the right to compensation for events covered by the insurance will terminate entirely.

### 1.2 Insured causes of cancellation

The compensation for cancellation costs will be granted solely if the cancellation and/or premature termination of the trip is the result of one of the causes below:

- a. serious disease, serious accident or death of an insured, spouse, registered partner, the partner you are living with as a family, housemate, your unmarried children that are living and home and the children no longer living at home but studying and under 27 years old, as far as they are mentioned on the insurance policy. The insured shall, if the insurer so requests, present a medical statement attesting to the seriousness of the disease or the accident. This statement, among other elements, will be considered by the insurer when assessing whether or not the cancellation was necessary, or if there was a reasonable cause to cancel or prematurely end the trip;
- b. being unable, on medical advice, to undergo the vaccinations required for that country (those countries), if this could not have been foreseen at the time of booking the trip;
- c. in connection with a proposed stay on the part of an insured with a family abroad: a sudden serious illness, serious accidental injury or the death of one of the members of the family which makes it impossible to accommodate the insured;
- d. serious damage to one's own trip accommodation or trip accommodation which was made available for free, which causes the planned trip to be cancelled, provided that the insured can demonstrate that no comparable alternative is available for a similar price;
- e. serious damage to goods affecting the insured's or his employer's property and which urgently requires the insured's presence;
- f. unexpected recall for military service;
- g. involuntary unemployment of the insured wage earner following a full or partial closure of the company where the insured worked;
- h. the acceptance by an unemployed insured person of a job of minimum 20 hours per week, for a term of at least 1 year or for an indefinite period of time, whereby the signing of the contract of employment depends on the presence of the insured at the employer's company during the planned trip period;
- i. the unexpected availability of a rental home during the planned trip period, for which the insured had registered 6 months before the booking date of the travel/rental package;
- j. complications in the pregnancy of the insured or the partner living with him/her, provided that this was medically determined by the treating physician/specialist;
- k. insured is required to take an exam resit during the insured trip and postponement of the resit is not possible. The condition is, however, that the re-sit is required to complete a multiple-year study programme;
- l. irrevocable breakdown of the marriage, registered partnership or notarial cohabitation agreement for which a request for dissolution was made after booking the trip, provided that the partners are no longer registered together at the same address as of sometime after booking the trip.

**Chubb. Insured.<sup>SM</sup>**

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Netherlands Branch, Marten Meesweg 8-10, 3068 AV Rotterdam, is registered at the Dutch chamber of commerce under number 24353249. In the Netherlands, it falls under the conduct of business rules of the Authority Financial Markets (AFM).

### 1.3 Extent of coverage

Subject to the maximum extent of coverage as defined in article 2.2 of the general terms and conditions the following will be reimbursed:

- a. the costs payable in the case of total cancellation, for which Wizz Air will charge the insured;
- b. if the cost of the ticket is already (partly) paid by the insured: the costs already paid for the ticket insofar as it is not completely reimbursed to the insured by Wizz Air or can be recovered from third parties through Wizz Air, the by the airport and the authorities imposed passengers taxes will not be reimbursed;
- c. the costs charged by Wizz Air to transfer the booking to a later date, cancelling the need for a full cancellation;
- d. the supplement charged by Wizz Air on top of the initial fare for partial cancellation if not all insured persons cancel, provided that the payment never exceeds the full cancellation.

### 1.4 People travelling together

- a. If one of the insured is required to cancel the trip on the basis of a cause referred to in article 1.2 of this section, the other insured persons will also have the right to cancel.
- b. If a travel companion not named in the policy is required to cancel the trip for one of the grounds referred to in Article 2.1 of this section, as a result of which the insured person would have to travel alone, the insured person will have the right to cancel if:
  - the affected travel companion has valid cancellation cost insurance;
  - the event that happened to the affected travel companion is covered by his/her cancellation cost insurance and his/her cancellation cost insurance does not grant compensation for the insured companion;
  - the affected travel companion and the insured are supposed to travel there and back together.

### 1.5 Cancellation of the trip with an early return

You are entitled for compensation If the trip or stay is terminated prematurely due to an event in one of the articles 1.2 mentioned insured causes of cancellation.

The insurer will compensate unused accommodation costs (including excursions pre-booked and paid for before leaving Belgium, which You have paid or are contracted to pay and which cannot be recovered from any other source; and reasonable additional travel and accommodation (room only) costs necessarily incurred in Your returning to Your home in the Netherlands.

## 2. Additional exclusions – Article 2

---

### 2.1 Additional exclusions

In addition to the exclusions in article 3.1 of the general terms and conditions, the following applies to the cancellation cover:

- a. a claim as a result of a strike which had started or was announced before this policy was taken out or before you booked the trip;
- b. if the insured did not check in on time;
- c. every cancellation claim insofar as the costs are more than the costs of the trip originally booked, or the maximum amount specified in the coverage overview in Article 2.2 of the general terms and conditions, if that is lower.

## 3. Loss – Article 3

---

### 3.1 Additional obligations in case of loss

In addition to the obligations set out in article 4 of the general terms and conditions, the insured shall:

- a. as soon as possible, but at the latest within 72h(not counting Sundays and public holidays) inform Wizz Air of the event which can lead to cancellation;

**Chubb. Insured.<sup>SM</sup>**

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Netherlands Branch, Marten Meesweg 8-10, 3068 AV Rotterdam, is registered at the Dutch chamber of commerce under number 24353249. In the Netherlands, it falls under the conduct of business rules of the Authority Financial Markets (AFM).

- b. demonstrate by means of documents that a trip was booked;
- c. prove the claim for compensation vis-a-vis the insurer by means of documents and/or statements such as a medical certificate, a statement from the employer, a cancellation cost note;
- d. if requested, transfer all claims for compensation or refunds in respect of a damage or loss to the insurer.

## Insurer

---

**Chubb European Group SE**  
**Terhulpesteenweg / Chaussée de la Hulpe 166**  
**1070 Brussel België**  
**Company Number: BE0867.068.548**

**Chubb. Insured.<sup>SM</sup>**

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Netherlands Branch, Marten Meesweg 8-10, 3068 AV Rotterdam, is registered at the Dutch chamber of commerce under number 24353249. In the Netherlands, it falls under the conduct of business rules of the Authority Financial Markets (AFM).



