What kind of insurance is this?

Cancellation insurance is an insurance policy where the insurer undertakes to intervene financially for the benefit of the insured when the latter has to cancel a trip because of certain events.

What is insured?

The cancellation insurance covers inter alia:

- In case of death, serious illness, chronic serious illness and/or terminal illness in case of first appearance or serious bodily injury, whereby the beneficiary can no longer travel, between the date the policy was taken out and the return date of the following persons:
  - The beneficiary (or his life partner);
  - A family member to the 2nd degree, including partners, persons who are domiciled at the same address and who are under his care;
  - The person who has a minor or disabled child of the beneficiary as a dependent;
- Serious complications as a result of a pregnancy, on condition that the woman in question was not more than three months pregnant at the time the policy was taken out before the trip;
- Convocation of the beneficiary for a transplant or adoption of a child;
- In the event of cancellation by the travel companion, provided s/he had taken out this insurance policy also and this cancellation by the travel companion required the beneficiary to begin the trip alone;
- The dismissal of the beneficiary;
- The conclusion of an employment contract of at least 3 months;
- The interim examination or second sitting of the beneficiary student;
- Call up of the beneficiary as a professional soldier or reservist;
- Considerable material damage to the place of residence;
- In the event a visa is refused;
- In the event of delay at the time of embarkation as a result of a traffic accident, fire, or breakdown;
- Any pre-existing illness of the beneficiary or a family member to the 2nd degree, on condition that there was no medical counterindication according to the attending physician to travel on the date that the trip was booked and/or the policy was taken out;

What is not insured:

The cancellation insurance does not cover, inter alia:

In general:

- Every event that was known at the time that the insurance policy was taken out or at the time that the trip was booked;
- Cases which occurred outside the period of validity;
- The insolvency of the liable third party;
- Disorders and events as a result of drugs, alcohol or use of non-prescribed products insofar as such use is above the legal limits;

Specifically:

- Cancellation due to poor weather conditions at the place of destination;
- Cancellation without specifying the reason;
- Depressive conditions, mental illness, psychological, nervous or psychosomatic disorders, except in the case of first appearance with hospitalization of 7 days;
- Births and interventions related therewith;
- Terrorist attacks and all the consequences that arise out of them;
- Wars, civil wars, revolts.
Are there coverage limits?

- Maximum €750 per person and per trip;

Where am I covered?

The insurance coverage for cancellation applies worldwide.

What are my obligations?

- Inform NMBS International [Belgian Rail International] as soon as you find out about an event that hinders the departure or stay.

When and how must I pay?

The policy must be taken out and paid for on the day you book the train ticket.

When does the coverage begin and end?

- The coverage begins when the policy is taken out and the premium is paid and ends when the travel arrangement concerned begins, if the customer has taken out said insurance coverage for a round-trip ticket.

How can I terminate my contract?

- If the policy has a term of less than 30 days: it is not possible to terminate the contract.
1. DEFINITIONS

1.1 Insurer
In the present general conditions, the term “Touring” designates the S.A.T.V., whose registered office is established in Belgium, 44 rue de la Loi, 1040 Brussels, Register of Legal Entities B 4474 208 581, an insurance company authorised by the Royal Decree of 15/01/1991 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 National Bank of Belgium under the number 1015. 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 person who takes out the insurance contract via the direct sales reservation module of SNCB International [call centre, station or website], for his own account or for the account of another or several other persons designated in the contract. The insured persons are the natural persons whose names are indicated on the reservation of the transport ticket of SNCB International. In case of reservation via a travel agency or via the “group” or “business” service of the SNCB, the insured person is the person in the possession of the train ticket which was booked. In the general conditions, the insured persons are designated by the terms “you” or “the beneficiaries”.

1.3 Life companion
The person with whom the beneficiary forms a legal or actual community and who is registered 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 that take(s) out the policy. These persons must be domiciled in a Member State of the European Union or in Switzerland.

1.6 Claim
The claim is the document that the policyholder sends to the insurer in order to report and clarify the circumstances in which the loss was incurred and to request payment of the guaranteed intervention. The claim, as well as any other document or evidence given to the insurer, must be written in the language of the insurance policy, unless agreed otherwise.

1.7 Illness
A sudden health disturbance, not caused by an accident and that is established and diagnosed by a physician.

1.8 Pre-existing illness and stable illness
a) A pre-existing illness is a change in health confirmed and certified by a doctor which requires regular medical supervision and appropriate care.
b) An illness or disease is considered stable when the medical or paramedical treatment associated with the illness remains unchanged, when there has been no admission to hospital, no relapse and the treating doctor has not advised against travelling. These three conditions must exist at the same time and require substantiation by a medical report from the attending physician confirming this stability.

1.9 Accident
A sudden and external event due to circumstances beyond the control of the victim, resulting in bodily injury that is established and diagnosed by a physician.

1.10 Travelling companion
One unique person with whom the insured person has decided to book a train ticket, for which they have registered simultaneously and whose presence is necessary for the accomplishment of the travel.

2. CONDITIONS OF APPLICATION

2.1 Duration and termination of the contract
The contract has to be concluded on the very same day as the reservation of the train ticket.

The contract exists from the moment of the reservation of the train ticket and the taking out or the cancellation option from SNCB International by the policyholder, and terminates at the time the travel begins or at the time of return if the client has subscribed this insurance for a return ticket.

2.2 Coming into force and termination of the guarantee
The guarantee commences on the day of reservation and payment of the train ticket and of the cancellation option with SNCB International, and terminates at the time the travel begins or at the time of return if the client has subscribed this insurance for a return ticket.

2.3 Territoriality
Coverage worldwide.

2.4 Termination after a claim
The insurer and the policyholder can terminate the contract after every claim, at the latest at one month after the payment of the compensation or the notification of the refusal to intervene. The notice goes into effect after the lapse of three months starting on the day after the signing of the notice by registered mail, by wire or by letter with acknowledgment of receipt. Nonetheless it comes into force one month after the day it has been signed if the policyholder, the insured or the beneficiary has failed to fulfil one of his obligations when the loss situation occurred, with the intention of misleading the insurer. In the condition that the latest has lodged a complaint against one of these persons before an investigating magistrate and applied to be joined to the proceedings as a civil party or has summoned them to court before the jurisdictions for trial according to articles 183, 186, 187, 496 or 510 to 512 of the Penal Code. The insurer must provide a notice resulting from this termination if he discontinued his action or if the legal action has resulted in a drop of charges or an acquittal. The premium associated with the period after the enforcement date of the termination which has already been paid by the policyholder is reimbursed to the latter except in the case of attempted fraud. In all events, Touring retains the premium by way of compensation.

2.5 Premium
The premium plus taxes is payable in advance upon request by the insurer or the insurance intermediary.

2.6 Obligation to provide information - increase of risk
The policyholder is obliged, both upon the establishment of, and during the course of the contract, to inform Touring of all existing, new or changed circumstances of which he is aware and that he must reasonably consider to be information that might have an influence upon the evaluation of the risk by the insurer. If there is a change in beneficiary during the year or a change in the family structure due to a separation, new partnership or birth of a child, the policyholder must inform Touring so that the names of the beneficiaries can be amended. If beneficiaries are added, a waiting period of 30 days will apply for the coverage of the new beneficiaries as soon as Touring is notified of the addition.

2.7 Legal maximal intervention payment by Touring
Touring only pays intervention within the context of the under-written guarantees and the limitations of insurance established by law.

If insurance is purchased simultaneously with Touring and another insurer that covers the same risks and has the same beneficiaries, Touring will allocate the payments in the same amounts as stated in the general and special conditions.

2.8 Standard damages
In the absence of the payment of all amounts [except the premium] owed to Touring the file shall be transferred to a specialised third party who is recognised as exercising the activity of amicable collection. This person shall be given a mandate to collect the amount due, plus annual late payment interest at 0.5% per annum and a standard amount of damages of 12% with a minimum of €30, undiminished to the right to prove loss actually incurred should this be greater.

2.9 Fraudulent statement
If the policyholder or another beneficiary intentionally commits fraud, attempted fraud, concealment or misrepresentation in order to mislead Touring about the circumstances or consequences surrounding a claim, the right to benefits or compensation for this claim will be waived. If the policyholder has acted with fraudulent intent, Touring reserves the right to refuse the guarantee. The premiums owed up until the point at which Touring was made aware of the fraud will be payable by way of compensation.

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 fraud or abuse on the part of the beneficiary. Touring also reserves the right to suspend or cancel the execution of the guaranteed intervention if the beneficiary fails to pay possible debts that he has to Touring and that applies to past incidents.

2.11 Medical and personal data
The policyholder, who acts both on his own behalf and on the behalf of the beneficiaries of the contract, gives permission to Touring to use the medical or personal data that apply both to his person and that of the beneficiaries, to the extent that this is necessary for the execution of the guaranteed intervention. Data related to health and/or personal data will always be used in accordance with the regulations in force including the [EU] regulation 2016/679 of the European Parliament and Council of 27 April 2016 relating to the protection of physical entities with regard to the processing of personal data and the free movement of this data (GDPR regulation), any individual concerned may consult, correct, limit the processing and request the portability or deletion of data concerning them in the file managed by Touring.

In order to benefit from these rights, the individual concerned must send a written, dated and signed request together with proof of identity by email or by post to the address provided in these general conditions. If no response is received, the individual concerned may issue a complaint with the competent authorities in Belgium: https://www.autoriteprotectiondonnees.be. Touring’s policy relating to the protection of privacy is set forth in full in its Privacy Policy. This document can be obtained free of charge from www.touring.be.

2.12 Protection of personal data
Touring uses personal data for the execution of the contract. Sensitive data, such as information relating to health, will only be processed within the context of a legitimate cause. Personal data will be stored in a computerised file, which is protected by the Policy which can be consulted on request. This file is the property of Touring and is subject to the provisions of the law of 8 December 1992 relative to the protection of private life and the files managed by the latter. The individual concerned may request access to this file and to the personal data that concern him (Article L123-1 of the French Act of 6 January 1978). The data processed by Touring is subject to the provisions of the Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 relating to the protection of physical entities with regard to the processing of personal data and the free movement of this data [GDPR regulation], any individual concerned may consult, correct, limit the processing and request the portability or deletion of data concerning them in the file managed by Touring.

In order to benefit from these rights, the individual concerned must send a written, dated and signed request together with proof of identity by email or by post to the address provided in these general conditions. If no response is received, the individual concerned may issue a complaint with the competent authorities in Belgium: https://www.autoriteprotectiondonnees.be. Touring’s policy relating to the protection of privacy is set forth in full in its Privacy Policy. This document can be obtained free of charge from www.touring.be.

2.13 Governing law
The policy and interventions guaranteed for individuals abroad are governed by the law of 4 April 2014 related to insurances [Government Gazette of 30/04/2014].

2.14 Subrogation
The beneficiaries pledge to relinquish all their rights to Touring toward all responsible third parties should it prove that there has been abuse, fraud or attempted fraud. The beneficiaries also relinquish their rights to Touring with regard to their own insurer in the context of the coverage of the risks that are the object of the present contract.

2.15 Statute-barring
No action whatsoever that stems from the present contract shall be admissible after 3 years calculated from the date of the event with which it was associated.

2.16 Correspondence
All correspondence to which reference is made in the present general conditions should be addressed to Touring, Customer Service, Rue de la Loi 44, 1040 Brussels. All correspondence that is addressed to the policyholder shall be duly sent to the address that he has specified in the special conditions or provided later in writing.

2.17 Application of general and special conditions
The general conditions are applicable. The special conditions supplement the general conditions and take precedence if necessary.
2.18 Assignment of jurisdiction
Any dispute shall fall under the exclusive jurisdiction of Belgium courts, and exclusively Belgian law.

2.19 Termination
If the pre-signed policy or request for insurance has a duration of less than 30 days, neither the policyholder nor the insurer has the right to terminate the agreement. If the duration is longer than 30 days, the policyholder can terminate the contract by registered mail, by wire or by letter of termination with immediate effect, effective immediately on the day of the notification, and this within a period of 14 days after the reception of the pre-signed policy or request for insurance by the insurer. The insurer can in this case also terminate the contract within the same period. In this case the termination is effective 8 days after the notification.

2.20 Complaints
All complaints relating to interventions guaranteed for insurance cases abroad must be sent by post to: Touring Service Plaintes, 44 rue de la Loi, 1040 Brussels, Belgium or by email to complaint@touring.be. In the absence of a satisfactory outcome, the complaint concerned may be presented to the Insurance Disputes Commission of Brussels, Square de Meeus 35, 1000 Brussels without prejudice to the possibility for the policyholder to take legal action.

3. CANCELLATION INSURANCE

3.1 Object
Terminating guarantees, in the amounts mentioned in the contract and with a maximum of € 750 per person and per trip, the reimbursement of the costs contractually incurred by the beneficiary or policyholder as a consequence of the cancellation of the contract relative to the departure date and the date of departure, excepted:
• the cost of the travel and transportation ticket reimbursed by SNCB International [in conformity with the cancellation conditions of SNCB International].
• the other costs which are directly reimbursed by SNCB 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, serious chronic illness and/or terminal illness manifesting for the first time or serious bodily injury preventing travel and occurring between the registration date and the time the travel begins and affecting the following individuals:
• the beneficiary or his life companion;
• family members to the second degree including spouses;
• 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 the legal successor of a minor (if applicable);

b) in the event of serious complications of the pregnancy or premature childbirth occurring at least 1 month before the date of departure or of the beneficiary or a member of the family of the insured for the 2nd degree;

c) in the event of an insurable cause for the adoption of a child or for him/her to obtain a organ of the body, if the beneficiary was registered on the waiting list before the registration of the train ticket.

d) in case of the disappearance or kidnapping of a child or a grandchild or of a child between 16 years of age of the insured, if the child has been missing for more than 48 hours and an official report has been filed with the relevant organizations (police and possibly Child Focus).

e) if his employer terminates the employment contract of the beneficiary. Termination due to compelling reasons or serious error is not insured. This does not apply to fixed-term contracts or temporary work contracts, however;

f) if the employer establishes an employment contract for a minimum of 3 months;

In the event that the policy beneficiary is under 18 years of age, he/she is the cause of the intervention request.

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

a) an accident, or an illness or any bodily damage, or any bodily trauma of the policyholder, due to an event or a cause, or a consequence of one of the reasons mentioned under this paragraph, to the extent that the injured person has also submitted a complaint and that the cancellation by the travelling companion obliges the insured beneficiary to commence the trip alone.

b) the pre-existing illness, provided that it was stable on the day of taking out the policy. This applies for any person whose medical condition is the reason for requesting cancellation.

3.3 Procedure to follow and obligation in case of loss
Under penalty of annulment the beneficiary must fulfill the following conditions:

1) Inform SNCB International as soon as possible once he is aware of the pre-existing illness or the departure impossible, so that the costs can be kept to a minimum.

2) Inform Touring within 12 hours following the loss (except in cases of force majeure), by telephone (tél. 02 2 233 22 44 [from Monday to Friday from 9 a.m. to 5 p.m.]), by fax +32 2 268 35 09 or by email to the address cancellation@touring.be. Follow the instructions of Touring and provide Touring with all of the information and/or documents that it considers useful or necessary.

3) Send within 7 days to Touring the claim document furnished by SNCB International, or at request by Touring, and accompanied by documents proving the reason for the cancellation of the contract and for which medical treatment was underway already present before the registration date of the train ticket.

4) Take the necessary steps to provide Touring with medical information relating to the individual concerned, authorize the Touring physicians to collect medical information relating to the individual concerned and authorize the physician appointed by Touring to examine said individual.

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 preceding 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 provide truthful information, 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 reasons for cancellation of which the beneficiary was aware when the train ticket was booked or when this contract was subscribed;

• Events directly or indirectly to epidemics, pandemics and quarantine;

• Persons who request the intervention and who have suffered injuries as a consequence of illness or an accident of which the cause or first symptoms were already present before the registration date of the contract and for which medical treatment was underway [this guarantee is covered if the treating doctor has not advised against travelling at the moment of the issue of the policy];

• Relapses and aggravations of pre-existing diseases [this guarantee is covered if the treating doctor has not advised against travelling at the moment of the issue of the policy];

• Cases of oxygen dependence;

• All accidents or illnesses stemming from the use above the legal limits or caused by the use of alcohol, drugs or narcotics;

• All damage stemming directly or indirectly from the use of firearms;

• The use of narcotics (unless with medical prescription);

• Alcohol poisoning or the use of firearms;

• Depressive conditions, mental illness, psychic, neurological or psychosomatic disturbances, unless hospitalisation of longer than 7 days is necessary and they are manifesting for the first time;

• Illnesses such as diabetes, epilepsy and hereditary evolutionary illnesses [this guarantee is covered if the

treating doctor has not advised against travelling at the moment of the issue of 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, rock climbing, spelunking, underwater fishing or combat sports;

• Racing, speed competitions or contests;

• Professional or remunerated sports, including the training associated with these;

• Poor or defective condition of the private vehicle foreseen for the journey;

• Insolvency of the beneficiary;

• Termination for compelling reasons or serious error;

• Administrative, visa and any similar expenses;

• Military or humanitarian mission with law enforcement agencies during periods of attack to the extent that this was not known at the time the travel contract was signed;

• If the beneficiary or policyholder dealt with considerable material damage to his home, specifically: every case of damage caused by fire, lightning strike, explosion, the
How to call upon our services?

Claims Department:
T: 02 233 22 49 (From 8.30 am till 5.00 pm from Monday till Friday)
F: 02 286 35 06
e: cancellation@touring.be

Touring, Claims Department, rue de la Loi 44, 1040 Brussels

www.touring.be