



## GENERAL CONDITIONS

Cancellation insurance for train ticket  
purchased at SNCB Europe

### 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, Register of Legal Entities 0441.208.161, 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 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 Europe (call centre, station or website) or via his travel agency, 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 SNCB Europe. 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 who 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.

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. This coverage requires substantiation by a medical report from the attending physician confirming this stability.

#### 1.8 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.

#### 1.9 Travelling companion

One unique person with whom the insured person has decided to book a train ticket, for which they have registered simultaneously and whom 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 of the cancellation option from SNCB Europe 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 guarantees

The guarantees commence on the date of reservation and payment of the train ticket and of the cancellation option with SNCB Europe, 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 one month after the payment of the compensation or the notification of the refusal to intervene. The notice goes into effect after the elapse of three months starting on the day after the signing of the notice by registered mail, by writ or by letter of termination 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, to 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 193, 196, 197, 496 or 510 to 520 of the Penal Code.

The insurer must provide redress resulting from this termination if he discontinued his action or if the legal action has resulted in a drop of charges or an acquittal.

#### 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 you have other insurance for the same risk, you must inform Touring of the guarantees and the identity of the insurer(s).

#### 2.7 Legal maximal intervention payment by Touring

Touring only pays intervention within the context of the underwritten 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 shall at most pay such 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 equal to the legal interest threshold plus 5 %, and a standard amount of damages of 12 % with a minimum of €90, undiminished to the right to prove loss actually incurred should this be greater.

#### 2.9 Fraudulent statement

If the policyholder or another beneficiary intentionally makes a fraudulent statement or files a fraudulent application, for example with regard to amounts to be repaid or requests for payment, the requests will not be honoured and the guarantees will be declared null and void.

#### 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 the beneficiaries' health or other personal data

will always be used under supervision of a health specialist. A list of the categories of persons allowed to access personal or medical data can be consulted on demand.

#### 2.12 Protection of personal data

Touring uses the personal data on beneficiaries in order to provide them with information about the services that Touring offers. Unless there is a request to the contrary from the beneficiaries, Touring reserves the right to use personal data in order to also inform them of other services. In accordance with the law of 8 December 1992 on the protection of personal data the beneficiaries may always consult and possibly revise the data in the databank that Touring maintains.

#### 2.13 Governing law

The guaranteed interventions are governed by the law of 4 April 2014 related to insurances (Government Gazette of 30/04/2014).

Any complaints concerning guaranteed intervention may be sent to

- Touring, Complaint Service, Rue de la Loi, 44, 1040 Brussels, Belgium;
- The Mediation Service "Ombudsman" Insurance, Square de Meeûs 35 in 1000 Brussels, Belgium, without prejudice to the possibility of the policyholder to commence legal proceedings.

#### 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 on 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, in any capacity whatever, even in case of lis pendens and related actions, shall be under the exclusive jurisdiction of Belgian 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 writ or by letter of termination with acknowledgment of receipt, 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.

### 3. CANCELLATION INSURANCE

#### 3.1 Object

Touring guarantees, in the amounts as mentioned in the contract and with a maximum of € 750 per person and per trip, the reimbursement of the costs contractually incurred by the beneficiaries because of the cancellation of the travel contract between the registration date and the date of departure, excepted:

- the part of the price of the transport ticket reimbursed by SNCB Europe (in conformity with the cancellation conditions of SNCB Europe);
  - the other costs which are directly reimbursed by SNCB Europe (e.g. tax).
- The cancellation must be motivated by one of the following events:

3.2 Insured events

- a) In case of death, serious illness or serious bodily injury preventing to travel and occurring between the registration date and the time the travel begins:
  - the beneficiary or his life companion;
  - 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 disabled child of the beneficiary;
- b) In the event of serious complications of the pregnancy or premature childbirth [occurring at least 1 month before term] of the beneficiary or a member of the family of the insured to the 2nd degree.
- c) In case of an invitation to the beneficiary for the adoption of a child or for him/her to donate an organ of the body, if the beneficiary was registered on the waiting list before the reservation of the train ticket.
- d) In case of the disappearance or kidnapping of a child or grandchild less than 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 beneficiary establishes an employment contract for a minimum of 3 months.
- g) If the beneficiary must be present as a witness in a court case or as a jury member before the Court of Assize.
- h) If the beneficiary, as a student, must take an re-examination or second term examination, on the condition that the examinations take place during the trip or within 30 days after the anticipated travel period and to the extent that the negative results were not known at the time at which the ticket was booked and that a re-examination cannot possibly be postponed. Touring will pay for the student alone if the student is 18 or more. If the student is minor aged and if the re-examination takes place between the departure date and the return date of the trip foreseen in the travel contract, Touring shall pay for the cancellation of all members of the insured family.
- i) If the beneficiary is called up, as a professional soldier, for a military or humanitarian mission to the extent that this was not known at the time the travel contract was signed.
- j) If the beneficiary or policyholder must deal with considerable material damage to its home, specifically: every case of damage caused by fire, lightning strike, explosion, the crash of or being hit by aircrafts or by objects falling off or out of it, collisions with animals, water damage, storm, pressure from snow or ice and theft, incurred within 30 days before the departure date and beyond his control.
- k) In the event that a person authorized by the competent authorities of the destination country refuses to grant a visa, on the condition that the request was submitted within the time periods specified by the destination country.
- l) In case of delay at the time of boarding as specified in the travel contract, caused by a traffic accident, a fire, or a breakdown, with police declaration or proof from a breakdown company (quoting the time of the call) and if it happened on the way of the beneficiaries to the airport, the station or the harbour at least 2 hours before boarding time and by force majeure proved by the police declaration.
- m) In case of cancellation of the travelling companion as a consequence of one of the reasons mentioned under this paragraph, to the extent that that person has also subscribed this insurance and that the cancellation by the travelling companion obliges the insured beneficiary to commence the trip alone.
- n) In the event of 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 a loss:

Under penalty of annulment the beneficiary must fulfill the following conditions:

- 1) Inform Touring or SNCB Europe as soon as possible once he is aware of the situation that is making his 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 fax at the number +32 2 233 25 97 or by email to the address [cancellation@touring.be](mailto:cancellation@touring.be) or, by telephone, from 8.30 a.m. to 5.30 p.m., Monday through Friday, at the number +32 2 286 3178. 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 Europe, or at request by Touring, and accompanied by documents proving the reason for the cancellation and/or requested by Touring.
- 4) The beneficiary must release his physician from his obligations in terms of medical confidentiality with respect to Touring or take the necessary measures so that the treating physician of the ill or injured person that is the basis of the cancellation or interruption is released from the obligation in terms of medical confidentiality. He must agree to be examined by the authorized physicians of Touring. A refusal to undergo such an examination releases Touring from its obligations. Touring reserves the right to confirm the veracity of the events to which reference is made before issuing reimbursement.
- 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 reasons of which the beneficiary was aware when the trip 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;
- Illnesses in terminal phase except if it is the first occurrence;
- Serious chronic illnesses except if it is the first occurrence;
- 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, hunting for large game, speleology, undersea 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 trip;
- Insolvency of the beneficiary;
- Termination for compelling reasons or serious error;
- Administrative, visa and other similar expenses;
- Terrorist attacks and all the consequences;
- Wars, civil wars and riots;
- Events and circumstances linked directly or indirectly to the failure to respect the laws in force;
- Events occurring outside of the period of coverage;
- 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;
- Operations that can be postponed until after the return date.
- 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 legal proceedings;
- The costs of stay cancellation, with the exception of the cases provided for in the general conditions;
- Strikes, wars and civil wars;
- And all costs not expressly described for in the present clauses and conditions.

Touring is not liable for loss, delays, defects or obstructions that may occur during the execution of the intervention if these are not linked to Touring or if they are the consequence of force majeure, such as war, civil war, enemy invasion, actions of hostile foreign powers, hostilities (irrespective of the fact of whether or not there has been a declaration of war) confiscation, nationalization, strike, demonstration, unexpected roadblocks, riot, terrorism, sabotage, martial law, claims, epidemics, pandemics, quarantine, sinking or shifting of land, flooding or any other natural catastrophe; The same applies to all loss that is the consequence of the loss, the destruction or the damaging of goods or all losses or expenditures that are the consequence of this, or every loss that is the direct or indirect consequence of or could be partially or entirely caused by:

- Ionising radiation or radioactive contamination as a consequence of nuclear fuel or waste from the incineration of nuclear fuel or
- Toxic radioactive explosion or any uncertain characteristic of an explosive nuclear composition or one of the components thereof.

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.



## 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](mailto:cancellation@touring.be)**

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

**[www.touring.be](http://www.touring.be)**