

Your contract consists of 2 parts:

- The **"General Conditions"** describing the operation of your contract and the mutual obligations. These include the content of the guarantees as well as the exclusions.
- The **"Specific Conditions"** describe the personal information in regard to your contract, including the guarantees that you have concluded.

## GENERAL CONDITIONS SBAI-CAMPFED01 02/2007

### I. COMMON PROVISIONS

#### 1. Definitions:

Hereafter, the following are referred to as:

- 1.1. The insurer: SBAI-BVIH Mondial Assistance SA/NV (referred to in the text as Mondial Assistance) with its headquarters in Belgium, located at rue des Hirondelles 2 in 1000 Brussels, licensed under the code 0947 to practise insurance classes 1,2,7,16 and 18 – company identification number 0422.348.688.
- 1.2. The policyholder: the physical or legal person who has subscribed to the contract with the insurer.
- 1.3. The insured persons: The physical persons mentioned by name under the 'Insured Persons' heading of the Specific Conditions. They must be domiciled in a Member State of the European Union or in Switzerland, excluding territories which are not part of Europe's geographical mass, and reside there for at least 9 months a year.

In the General Conditions, the insured persons are designated by the terms 'you' and 'your'.

- 1.4. Place of residence – Residence: The place of residence has to be situated in the European Union or in Switzerland, with the exclusion of territories that are not part of Europe's geographical mass.
- 1.5. Travel companion: The person with whom you have reserved a joint journey and whose presence is necessary for the satisfactory accomplishment of the journey.
- 1.6. Travel contract: The contract with a professional camp site or a professional rental company, providing you with travel arrangements as a traveller and/or a renter. The contract has to meet the applicable legal provisions.
- 1.7. Illness: A change in the state of health, as a result of a cause other than an accident, and having been certified and diagnosed by a doctor.
- 1.8. Accident: a sudden and external event, which, independent of your will, causes illness or injuries that are certified and diagnosed by a doctor.

#### 2. What is the purpose of this contract?

Within the limits of the conditions and the capital specified in the General and Specific Conditions, this contract guarantees the payment of certain stipulated sums and the provision of certain stipulated services.

#### 3. What is the duration of this contract – of the guarantee?

- 3.1. This contract is valid from the date of agreement by the policyholder of a duly completed and signed policy, and expires at the scheduled start of the journey which has been reserved.
- 3.2. The guarantee:
  - a. The guarantee takes effect as soon as this contract enters into force, which has to coincide with the date of reservation of the travel contract, and expires at the scheduled start of the journey which has been reserved.

b. In addition to the provisions of the guarantees:

- in any event, the guarantee does not come into effect until the day after reception by Mondial Assistance of the signed policy which the policyholder has duly completed and counter-signed. At the earliest, the guarantee comes into effect when the policyholder has paid the total insurance premium, owed by the policyholder, to the insurance broker.

#### 4. Where does the guarantee apply?

"Worldwide" = the entire world.

#### 5. For what amount are you insured?

- 5.1. The insured amounts represent the maximum possible indemnity for the total duration of the insured period.
- 5.2. Irrespective of the number of contracts concluded with Mondial Assistance, the maximum insurable amount in the case of the 'Cancellation' guarantee is 10.000 EUR /insured person.

#### 6. Obligatory declaration – aggravation of risk:

- The policyholder is obliged, both when entering into this contract and during its period of application, to communicate all existing, new or modified circumstances, known to him/her, and can reasonably be considered as constituting increased elements of risk for Mondial Assistance.
- If you benefit from other insurance policies covering the same risk, you are required to communicate the guarantees and identity of the insurers to Mondial Assistance.

#### 7. Your obligations:

In addition to the obligations mentioned in the General Conditions of the guarantee in question, you also have to respect the following obligations:

- a. As soon as possible, and in any event within 7 calendar days, provide in writing to Mondial Assistance information concerning the circumstances surrounding any claim.
- b. Without delay, and in any event within 30 days, provide Mondial Assistance with all relevant details and respond to all demands made in order to determine the circumstances and to assess the extent of the claim.
- c. Take all reasonable measures to prevent and limit the extent of the claim.
- d. Transmit to Mondial Assistance the original of all documents concerning the circumstances, consequences and extent of your claim.
- e. Obtain a medical evaluation of the illness, or the injury in case of an accident.
- f. Take the necessary measures in order to provide Mondial Assistance with the medical information pertaining to the person in question. In addition, to authorise Mondial Assistance's doctors to gather medical information pertaining to the person in question and also to authorise the doctor designated by Mondial Assistance to examine the person concerned.

If you fail to respect any one of your obligations, and a causal relationship exists with the accident, you will lose all your rights to the benefits of your policy.

However, in the case of articles I.7.a, I.7.b, I.7.c, and II.4, and if this breach results in prejudice to Mondial Assistance, this can only reduce the benefit by the amount of the prejudice incurred.

Any breach of your obligations with fraudulent intent, intentional omission or intentional inaccuracy in the declaration always results in the loss of all rights to insurance benefits.

#### 8. Exclusions:

In addition to the exceptions listed under the General Conditions of the guarantee concerned, the following are excluded:

- a. Any illness or accident, existing at the time of the entry into force of the guarantee concerned.  
However, the following are not excluded: an unforeseeable relapse or complication, following the entry into force of the guarantee concerned, of a pre-existing illness or an accident that occurred prior to the date on which the guarantee enters into force, as long as the illness or the consequences of the accident has/have been stable for two months prior to the entry into force of the guarantee, and provided no treatment has been started or modified during the two months preceding the entry into force of the contract.
- b. Psychological, psychosomatic or nervous problems, except if at the time of the accident there is a permanent stay of more than 7 consecutive days in a health care institution.
- c. Any circumstances known or present at the time of entry into force of the guarantee concerned, that could be reasonably expected to have led to the incident.
- d. Abuse of medicines, drugs, narcotics or stimulants, drunkenness or alcoholism.
- e. Intentional or voluntary acts and impulsive acts.
- f. Involvement in gambling, crimes or brawls, except in the case of legitimate defence.
- g. Involvement, on a professional basis, or on the basis of a paid contract, in any sport or competition, including training. In addition, participation in a sports discipline or a competition and training involving motor vehicles (trials, competitions, rallies, raids), including training.
- h. Activities associated with specific work or occupational risks.
- i. Strikes, decisions of authorities, restrictions on free movement, exposure to radioactivity, or the wilful non-respect of legal or official provisions.
- j. Wars, civil wars, insurrections or riots.
- k. Acts of terrorism and their consequences.
- l. Delays or the non-respect of agreed services, cases of force majeure, unexpected events, strikes, wars or civil wars, revolts, riots, decisions of authorities, restrictions on free movement, exposure to radioactivity, explosions, sabotage, hijacking or terrorism.
- m. Epidemics and quarantine.
- n. All the consequences of exclusions mentioned in this contract.

## 9. Termination:

- a. If the contract has a duration of at least 30 days:
  - The policyholder may terminate this contract within 30 days of receipt by Mondial Assistance of the signed contract. The termination becomes effective at the moment of its notification.
  - Mondial Assistance can terminate this contract within 30 days of receipt of the signed contract. The termination becomes effective 8 days following its notification.
- b. Both Mondial Assistance and the policyholder can terminate this contract following a claim or a request for assistance, but no later than one month after the payment of the compensation, the provision of the assistance, or the refusal of compensation or assistance. The termination takes effect after the expiration of a period of one month from the day after mailing a registered letter of termination, of the notification of a writ or the date of the acknowledgement in the case of the delivery of a letter of termination. The premiums paid relating to the period following the entry into force of the termination will be reimbursed within fifteen days of the entry in force of the termination.

## 10. Subrogation:

Mondial Assistance is subrogated, to the limit of the compensation paid, in respect of your rights and actions against third parties. If, due to any action on your part, the subrogation falls short, Mondial Assistance can reclaim from you the compensation paid to the extent of the prejudice suffered.

## 11. Term of limitation:

Any action deriving from this contract is prescribed three years from date of the event that gave rise to the opening of the action.

## 12. Privacy:

Personal data is held by Mondial Assistance. The data is collected in order to ensure the management of this contract and any eventual claims. You have the right of access to, and rectification of, this data. You can also obtain additional information from the public register of the 'Commission pour la protection de la Vie Privée' (Commission for the Protection of Privacy) (identification numbers VT4003753 and VT4003754). To manage this contract and to process any eventual claims you authorise Mondial Assistance to process sensitive medical or legal information concerning your

person, and to communicate it to third parties (Law of 8.12.1992).

In the event of death, you also give your doctor the authority to transmit to Mondial Assistance the death certificate setting out the cause of death (Law of 25.6.1992).

## 13. Correspondence:

Mondial Assistance is domiciled in Belgium, rue des Hironnelles 2 in 1000 Brussels, and all communication should be made to this address. Written communications for your attention will be sent to the address mentioned in the Specific Conditions or to an address that you communicate subsequently to Mondial Assistance.

## 14. Jurisdiction – legal authority:

This contract is governed by its General and Specific Conditions, the provisions of the law on Terrestrial Insurance Contracts and Belgian legislation. All legal proceeding may only be dealt with by the competent courts in Brussels. In addition to recourse to legal proceedings, any claim relating to this contract may be addressed to the Commission Bancaire, Financière et des Assurances (Commission for Banking, Finance and Insurance), rue du Congrès 12-14 in 1000 Brussels.

# II. CANCELLATION

## 1. What does Mondial Assistance guarantee?

- 1.1. The reimbursement of cancellation charges due according to the travel contract, with the exclusion of administrative costs, when you cancel the travel contract before the actual beginning of your travel.
- 1.2. The reimbursement of costs associated with modifications, limited to the indemnity in the case of cancellation, if you change your journey before the actual beginning of your travel.
- 1.3. The reimbursement of your rental cost pro rata to the number of persons, limited to the indemnity in the case of cancellation of the rental, if you do not participate in the trip and your travel companions keep the rental. This compensation is also limited to additional costs incurred to exchange the reservation for an equivalent rental with a lower capacity in the same area and the same dates, if this exchange is possible.
- 1.4. If you begin the journey late, the reimbursement of the cost of the rental pro rata for the period for which you

are unable to benefit and limited to the indemnity in the event of cancellation.

## 2. For what amount are you insured?

The amount insured is the price of the trip or rental mentioned in the Specific Conditions. This must be identical to the price of the rental of the travel contract. If the amount insured is less than the price of the trip or the rental in the travel contract, Mondial Assistance only has to intervene according to the proportion between the amount insured and the price of the rental.

## 3. In what cases does the guarantee apply?

On condition that the reason put forward constitutes for you a serious obstacle making it impossible for you to undertake the reserved trip; you can cancel in the following cases:

### 3.1. Illness, accident, complications during pregnancy of:

- yourself;
- your de jure or de facto cohabiting spouse;
- any person who normally lives in your family home;
- any parent or relative up to and including the second degree.

### 3.2. Death of:

- yourself;
- your de jure or de facto cohabiting spouse;
- any person who normally lives in your family home;
- any parent or relative up to and including the second degree.

## 4. Your obligations:

In addition to the obligations mentioned in the Common Provisions in the General Conditions, you have to cancel your travel contract as soon as an event that could prevent your trip takes place, in order to limit the consequences of cancellation. Any illness, or an injury due to an accident, must be medically certified before cancellation.

## 5. Exclusions:

In addition to the exclusions mentioned in the Common Provisions in the General Conditions, the following are excluded from the guarantee:

- a. Administrative costs;
- b. Normal childbirth and related operations.

SBAI-CAMPFED01 02/2007



# MONDIAL ASSISTANCE

General number :

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Assistance 24hours/24

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**Fax +32 2 290 61 01**

In the event of litigation, only the conditions laid down in Dutch and in French shall be considered valid.

SBAI-BVIH Mondial Assistance SA/NV, rue des Hironnelles/Zwaluwenstraat 2 in 1000 Brussels.  
Licensed company under the code 0947 to practise insurance classes 1, 2, 7, 16 and 18 – Venture number 0422.348.688