

# GLOBAL CANCELLATION INSURANCE

## General conditions



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The present contract is governed by the 25 June 1992 Act on Non-Marine Insurance and by the General Conditions, the Schedule and the Special Agreements attached to the contract.

## 1. DEFINITIONS

For the application of the provisions laid down in this contract, the following words should be understood as:

### 1. Abandonment:

The impossibility to achieve the insured event under normal circumstances once started.

### 2. Accident:

Any non-intentional physical impairment by the insured resulting from the sudden action of an external cause. By way of extension, the Insurer also guarantees any losses due to sickness directly caused by an accident.

### 3. Postponement:

The inevitable deferral of the insured event until a later date.

### 4. Cancellation:

The absolute and final impossibility to pursue the insured event.

### 5. « Good health » clause:

Declaration made by the Party Insuring, stating that on the effective date of the certificate he is not aware of any medical or health problem affecting the insured person during the past 30 days.

**6. Interruption:** The necessary interruption of the insured event in progress.

### 7. Non-recoverable expenses:

Expenses already made or that the Insured undertook to make before the cancellation, the postponement or the interruption of the event and that he can neither recover nor refuse in spite of the cancellation, the postponement or the total and permanent interruption of the event.

### 8. Supplementary expenses:

Any expenses made with the Insurer's agreement in order to avoid the cancellation or the interruption of the event, and more generally, in order to reduce the amount of the net loss.

### 9. Sickness:

Any change in the health situation assessed by a competent medical authority.

### 10. Receipts:

The total amount of money received by the Insured Person in the context of the event, subsidies included.

## 2. PURPOSE AND SCOPE OF THE INSURANCE

The purpose of this contract is to indemnify the Insured Person for his justified net loss corresponding to the costs, expenses, irrevocable

financial engagements and/or stamps and/or net benefits and/or commission fees and/or sponsoring income and/or subsidies and/or

merchandising income he will have sustained if the insured event is cancelled, postponed, abandoned or totally interrupted during the covered period, due to a cause beyond the Insured's and/or the insured persons' control.

### The Insurer shall also cover:

- 20 % of the supplementary expenses reasonably and necessarily made by the Insured without the Insurer's approval, in order to reduce the consequences of a loss, but only in as far as it is clearly evidenced that the loss was actually reduced,
- 100 % of the supplementary expenses for remedial action specifically agreed upon with the Insurer as being reasonable expenses in order to attempt to prevent or reduce the consequences of a loss to a minimum.
- The penalties laid down by the owners or the managers for failure to vacate the venue. This includes any actions for damages, expenses or compensation resulting from obligations in the context of the rental agreement, that can be evidenced against the Insured by the owners or the management of the venue because of the latter's failure to vacate the venue upon expiration of the rental period.

**It is explicitly stipulated that cover is only granted in the cases specified in the schedule, pursuant to the terms and conditions laid down in the special agreements.**

## 3. EXCLUSIONS

Cover is never granted for damage resulting directly or indirectly from:

- 1) Foreign war. The Insured has to provide evidence that the loss was caused by another fact than a foreign war.
- 2) Civil war. The Insured has to provide evidence that the loss was caused by any other fact than civil war.
- 3) Confiscation, expropriation, nationalisation or requisition.
- 4) Deliberate or fraudulent act by the Insured.
- 5) Direct or indirect action of an explosion, heat propagation, irradiation caused by a change of the atom nucleus or of radioactivity, including damage due to the action of radiation caused by artificial particle acceleration.

6) Damage or loss caused by a dysfunction resulting from or affecting electronic or information material and/or programmes, operating system, development tools or computer data, if such dysfunction is directly or indirectly attributable to data encoding or data treatment.

#### 4. DECLARATION AND CHANGES IN THE RISKS

##### 1. Explicit cover conditions

The validity of the insurance cover is subject to the explicit condition that the Insured:

a) Exactly declares all elements likely to clarify the Insurer. He shall more specifically answer in writing all questions of any form submitted by the Insurer or the Broker.

b) Takes all the necessary steps to ensure in a careful and opportune way that the insured event can be held without problems and makes sure that all the necessary arrangements have been made, including a sufficient lapse of time for travel, build-up and rehearsals, without this provision being restrictive.

c) Has made sure that all the necessary authorisations, visas and permits have been obtained and are valid throughout the period of cover and that all contractual agreements have been confirmed in writing.

d) Has no knowledge whatsoever, upon inception of the contract, of any information regarding the event or of facts or circumstances likely to trigger a claim pursuant to the present contract.

e) Has paid the premium within the period specified in the schedule.

**Failure of the Insured to abide by the above provisions shall entail the application of the provisions of articles 6 and 7 of the 25 June 1992 Act on Non-Marine Insurance.**

##### 2. Clause of due diligence

The Insured shall act with due diligence, see to and agree with any reasonably applicable actions or requests aimed at avoiding cancellation of the insured event or at reducing the consequences of such cancellation

##### 3. Cession / Postponement

No postponement shall be decided upon without the Insurer's prior written agreement, laid down in an addendum to the present contract.

#### 5. DECLARATION AND HANDLING OF CLAIMS

##### 1. Insured's obligations

In case of any event or circumstances likely to trigger a claim in pursuance of the present agreement, the Insured shall:

a) Immediately and as soon as possible declare the occurrence of such event or such

circumstances to the person(s) specified in the Schedule,

b) Confirm the facts in writing as soon as possible, with all known details,

c) Admit no liability whatsoever without the Insurer's prior consent,

d) Make all necessary arrangements in order to avoid a loss or reduce its costs to a minimum.

**Failure of the Insured to abide by the above provisions shall deprive him of any entitlement to indemnification.**

##### 2. Medical control

The Insured undertakes to submit the insured persons to the control of the doctors appointed by the Insurer. **He shall lose any entitlement to indemnification in case of refusal by the insured person(s) to go through such medical control** without duly justified imperative reason. Still, the Insured shall have the right to challenge the first appointed doctor without any justification.

##### 3. Availability of evidence

In case of a loss the Insured shall give all necessary assistance to the Insurer and make available all his books, documents, accounts and information required by the latter or provide him with a copy of these documents if need be, for the examination of the loss and its evaluation.

##### 4. Exclusion of the premium

The premium paid for the present contract, shall never be considered as part of the costs, expenses or financial engagement for the evaluation of any loss likely to trigger an intervention by the present contract.

##### 5. Average condition

In case of under-insurance, being an under-estimation by the Insured of the non-recoverable expenses, the Insured shall remain his own insurer for the surplus and bear a proportionate part of the damage, except for a stipulation to the contrary in the schedule.

The indemnity is in that case reduced in proportion to the ratio between the amount of the declared expenses and the actual expenses that should have been declared, pursuant to article 44 of the Non-Marine Insurance Act.

These provisions only apply if the actual expenses exceed the amount of the insured expenses by more than 10 %.

##### 6. Claim settlement

The indemnity will be calculated on the basis of the surveyor's report, taking into account the following specifications:

- If only the expenses are covered, they shall be reimbursed without taking into account the

amount of the estimated and/or realised receipts.

- Still, the indemnity shall be paid under deduction of the receipts that remain the Insured's property.
- If the Insured insures his net receipts, they shall be reimbursed on the basis of evidencing elements and with reference to the ticket sales on the date of the claim.
- If the receipts do not exceed the expenses, the Insurer shall subtract this difference from the non-recoverable expenses. The indemnity will never exceed the sum insured specified in the Schedule.

The indemnity shall be payable in the course of the month following the agreement of the parties upon the surveyor's conclusions.

### **7. Subrogation**

The Insurer is subrogated in the rights and actions of the Insured against a responsible third party up to the indemnity paid by the former, safe stipulation to the contrary in the Schedule and with the precision that in case of a waiver of recourse clause, the Insured never renounces to a recourse against the Insurer of the responsible party.

Still, the Insurer shall never have recourse against the Insured's agents/employees or against persons the latter is publicly liable for, save in case of malicious acts.

## **6. DURATION AND TERMINATION OF THE CONTRACT**

### **1. Duration of the contract**

The contract is taken out for a fixed duration specified in the schedule and takes effect on the date specified there.

### **2. Termination of the contract**

The contract can be terminated:

- **By the Insurer:**
  - In case of an increase in risk (Article 26 of the 25 June 1992 act on Non-Marine Insurance).
  - In case of non-disclosure or inexact risk declaration when taking out the contract or in the course of it (Articles 5 and 26 of the 25 June 1992 Act on Non-Marine Insurance).
- **By the Insured:**
  - In case of decrease in risk if the Insurer refuses to reduce the premium (Article 25 of the 25 June 1992 Act on Non-Marine Insurance).
- **By both parties:**
  - In case of the Insured's winding up by court decision (Article 33 of the 25 June 1992 Act on Non-Marine Insurance).
  - It is herewith reminded that in case of non-payment of the premium by the Insured within

the period laid down in the schedule, the contract will ipso jure be terminated without further notification, the premium and the recovery costs remaining fully payable by the Insured.

### **Termination modalities:**

Termination by the Insurer has to be notified to the Insured by means of a registered letter sent to his latest known residence.

If the Insured also has the possibility to terminate the contract, he can choose between a registered letter, a declaration at the Insurer's office with acknowledgement of receipt, or an extra-judicial deed.

In case of termination during an insurance period, the remaining portion of any premium paid in advance shall be reimbursed to the Insured.

## **7. PRESCRIPTION**

Any action arising from the present contract becomes prescribed after a period of three years starting on the date of the event triggering it (Article 34 of the 25 June 1992 Act on Non-Marine Insurance)

## **8. CONTRACT LAW AND DEFINITIONS**

The contract is governed by the Belgian Law on Insurance Activities and by the General Conditions and the Schedule.

For all information on the contract and its application, the Insured shall first and foremost turn to the Insurer.

### **1. Definitions**

#### **Insured:**

The natural or legal person taking out the contract and who, save stipulation to the contrary, will benefit from the insurance indemnity,

#### **Insurer:**

VANDER HAEGHEN & C° s.a.  
Rue des Deux Eglises 20,  
1000 Brussels (Belgium)  
Authorised representative of the Insurance Company(ies) specified on the certificate.

## **9. PRIVATE LIFE PROTECTION AND RIGHTS OF REGISTERED PERSONS.**

(8 December 1992 Act)

The insured has the right to ask the communication and rectification of any information about him contained in a file used by the Insurer. Such access and rectification right can be exercised at the Insurer's office