

Terms and Conditions Cancellation Insurance Fletcher Hotel Group | 7 March 2005

Overview of terms and conditions per article

- 1 Definitions
- 2 Period of validity of the policy
- 3 Premium
- 4 Territorial scope of the policy

CANCELLATION COSTS

- 5 Cover

LOST TRIP DAYS

- 6 Cover

PREMATURE RETURN

- 7 Cover
- 8 Payout
- 9 Exclusions
- 10 Obligations in the event of damage
- 11 Claim settlement
- 12 Entitlement
- 13 Term of forfeiture of entitlement to payout
- 14 Address
- 15 Disputes/complaints
- 16 Registration of persons

1 Definitions

The following definitions apply to the policy:

- 1.1 Fletcher: Fletcher Hotel Group B.V.
- 1.2 insured: the person named in the policy.
- 1.3 trip price: the total amount due and/or paid in advance for accommodation bookings and reservations.
- 1.4 cancellation costs: legally due percentage of the trip price and payment-transfer costs in the event of cancellation.
- 1.5 family: travelling companions residing at the same address. An insured person travelling alone is also defined as a family.
- 1.6 premium: premium, costs and insurance tax.

2 Period of validity

- 2.1 the insurance is valid from the date of issue up to and including the end date of the trip as stated in the policy.
- 2.2 cover commences after the premium has been paid and ends on the end date of the trip as stated in the policy.

3 Premium

- 3.1 The insured is obliged to pay the premium before the insurance commences.

4 Territorial scope

The insurance policy to a reservation made at a Fletcher hotel.

CANCELLATION COSTS

5 Cover

- 5.1 Cancellation costs will be paid out as a result of contingencies as set out in 5.1.1 to 5.1.10.
 - 5.1.1 The death, serious illness or severe injury of the insured.
 - 5.1.2 The death or a life-threatening situation of first or second-degree family members or persons living at the same address as the insured.
 - 5.1.3 Complications arising from the pregnancy of the insured or the insured's partner.
 - 5.1.4 Material damage to property or effects owned by the insured or damage to his rented home or the company for which he works whereby his presence is urgently required.
 - 5.1.5 A rented home unexpectedly becoming available to the insured but not more than 14 days before the commencement of the trip.

5.1.6 An unexpected emergency medical procedure to be undergone by the insured, his partner or a child residing at the same address.

5.1.7 The forced unemployment (from a permanent job) of the insured.

5.1.8 The acceptance by an unemployed insured of a job for at least 20 hours per week for a duration of at least six months or under a permanent contract, for which his presence is required during the trip.

5.1.9 The unexpected call-up of the insured for a resit after his final high school exams that cannot be sat at a time other than during the trip.

5.1.10 The final breakdown of the insured's marriage resulting in divorce proceedings being initiated. The final breakdown of a marriage is equivalent to the dissolving of notarial partnership contract.

5.2 When the insured cancels a trip pursuant to circumstances affecting a travelling companion as described under 5.1.1 to 5.1.10, entitlement to payout applies.

LOST TRIP DAYS

6 Cover

Hospital admission

6.1 When the insured is unexpectedly admitted to hospital (for a minimum of 1 night) a payout will be made for lost trip days. All admission days during the trip period count as lost trip days. The maximum payout is for 40 days.

PREMATURE RETURN

7 Cover

A payout for lost trip days will be made in the event of premature return to the place of residence as a result of unforeseen circumstances as set out under 7.1 to 7.5. The maximum payout is for 40 days.

7.1 The death, serious illness or severe accidental injury of the insured.

7.2 The death or life-threatening situation of first or second-degree family members or persons living at the same address as the insured.

7.3 Complications arising during the pregnancy of the insured or his partner.

7.4 Material damage to property or effects owned by the insured or damage to his rented home or the company for which he works whereby his presence is urgently required.

7.5 An unexpected emergency medical procedure to be undergone by the insured, his partner or a child residing at the same address.

7.6 When the insured interrupts the trip pursuant to circumstances affecting a travelling companion as described under 7.1 to 7.5, entitlement to payout applies.

8 Payout

8.1 The maximum payout for all insured parties may not exceed the payout for four families, divided proportionately (according to the personal trip price) among all the insured.

8.2 The payout will be made after the deduction of any refunds.

9 Exclusions

9.1 No payout will be made when the insured or party concerned:

9.1.1 makes an untrue declaration and/or depicts the situation inaccurately. In such instances, the entitlement to payout for the entire claim is forfeited, including for parts of the claim for which a true declaration and or accurate depiction of the situation was made.

9.1.2 is negligent in the performance of any obligations he should fulfil in accordance with the terms of this insurance policy.

9.2 No payout will be made for a claim arising from an event:

9.2.1 that is directly related to:

- war and/or civil unrest including armed conflict, civil war, civil disturbance, riots, revolts and rebellion. The six aforementioned types of unrest together with their definitions form part of the text deposited by the Verbond van Verzekeraars [Association of Insurers] on 2 November 1981 at the court registry of the District Court of The Hague.

- nuclear reaction including any nuclear reaction whereby energy is released;

- seizure and confiscation;

- knowing and willing participation in a hijacking, strike or terrorist act;

9.2.2 arising from or made possible by the design, gross negligence or the will of the insured or the party concerned;

9.2.3 directly or indirectly related to the (attempted) suicide of the insured;

9.2.4 by participation in or as a result of participation in committing or attempting to commit a crime;

9.2.5 that are related to an illness, disorder or abnormality of the insured, persons living at the same address or members of his family in the first or second degree that existed or was causing complaints 3 months before the date

on which the insurance was taken out. This exclusion only applies when the insurance was taken out more than 7 days after the date of booking.

10 Obligations in the event of damage

10.1 The insured or party concerned is obliged:

10.1.1 to do all that can reasonably be expected to avoid, reduce and limit any damage;

10.1.2 to seek medical attention immediately in the event of accident or illness, and do everything possible to assist in recovery. On the request and at the expense of Fletcher, the insured is also obliged to allow an examination to be carried out by a physician and to provide all necessary information;

10.1.3 to lend Fletcher all reasonable requested cooperation and to provide true and accurate information;

10.1.4 to show the circumstances that led to a request for a payout;

10.1.5 to submit original documentary evidence;

10.1.6 to lend cooperation in recovering costs from third parties, if necessary by transferring rights and by issuing the required authorisations.

10.1.7 to submit the cancellation in writing to the hotel.

METHOD OF REPORTING

10.2 the insured or party concerned is obliged:

10.2.1 to immediately report and no later than 3 working days after the event, any event whereby the trip may be or is cancelled, to the office at which the trip was booked;

10.2.2 to submit a request for a payout to Fletcher as soon as possible and no later than 2 weeks after the lapse of the period of validity of the insurance by means of filling in and sending a signed claim form.

10.3 Reports made as set out under 10.2.1 and 10.2.2 are used, among other things, to determine the damages and entitlement to a payout.

11 Claim settlement

Fletcher is responsible for settling claims (or having them having settled) using, among other things, the information and explanations submitted by the insured.

12 Entitlement

12.1 Only the insured is entitled to a payout. When the insured is entitled to a payout pursuant to the terms of this policy, the other insured parties are also entitled to a payout under the proviso that they also cancel the trip or interrupt it prematurely, with the exception of that set out under 6.2.

12.2 The payout will be made to one insured or to the person through whose mediation the insurance was taken out.

13 Term of forfeiture of entitlement to payout

Once Fletcher has made known in writing a final decision concerning a claim then all entitlement to a payout towards Fletcher concerning the claim in question is forfeited after 6 months have passed. This term commences on the day on which Fletcher sends its written notification.

14 Address

Fletcher will notify the insured in a legally valid manner and will send its notification to the last address of the insured known to Fletcher or to the address of the person through whose mediation the insurance was taken out.

15 Disputes/complaints

Disputes and/or complaints arising from this insurance policy can be submitted to:

15.1 The Management Fletcher Hotel Group BV,

P.O. Box 474, 4130 EL Vianen

The Netherlands

15.2 the choice of competent court in the Netherlands will be left to the insured or the party concerned. This agreement is governed by Dutch law.

16 Registration of persons

Fletcher will process the personal data provided in the application for or amendment of this insurance policy in order to accept and perform insurance agreements and/or financial services and to administer relations arising from the same including preventing and combating fraud. The code of behaviour for the "Verwerking Persoonsgegevens Verzekeringsbedrijf" [the processing of personal data by insurance companies] applies. This code of behaviour sets out the rights and obligations of the parties regarding the processing of data. You can request the complete text of the code of behaviour from the

Informatiecentrum of the Verbond van Verzekeraars, PO Box 93450, 2509 AL The Hague, www.verzekeraars.nl.