

## **PROTECTION IN CASE OF CANCELLATION**

The present document aims to give the Client all the necessary information about his rights and duties deriving from the activation of the protection that covers the cancellation fee. On the contracts concerning some promotional offers, Blu includes in the processing fees a protection that, in some specific cases, prevents the client from paying the cancellation penalties.

The conditions of this protection are written here below.

In case of stays shorter than 7 nights, this protection is optional and has to be requested by the client at the moment of the reservation. In this case he can stipulate autonomously an alternative global insurance policy covering all the negative consequences that can derive from a cancellation or variation of the reservation. In any case we remind that the processing fees and the charge paid for the optional protection are not refundable.

### **EFFECTIVE DATE AND DURATION OF THE PROTECTION**

The protection is valid from the purchase of the stay, after the payment of the deposit or of the balance, or not later than the beginning of the application of the cancellation penalties. The protection ends when the client registers at the desk of the transport company or, if the client use an individual means of transport, at the arrival to the hotel.

### **PROTECTED CASES**

The protection implicates the right of the client not to pay the penalties foreseen for the cancellation of the stay (airport taxes, processing fees and the charge paid for the optional protection are not refundable), in case the client cannot leave because of one of the following reasons:

1. Death, injury or serious disease (with a prognosis of more than 10 days), hospitalization:
  - of the client himself, of the spouse, of his relatives, parents in law, brothers, sisters, brothers in law, sisters in law, children in law, legal tutor or someone usually living with the client;
  - of the people that accompany the client during the trip; if the client decides to leave anyway the protection implies that he doesn't have to pay the supplementary charges on spot;
  - of the professional substitute of the client or of the person whom the custody of his minors or disabled children has been given to.

The client and the spouse can benefit from the protection also in case of:

2. relevant material damages caused to their home or their professional places, rent or used for free, that are destroyed for more than the half and need their presence on spot for the necessary interventions;
3. job dismissal for economic reasons, if the procedure has not started before the purchase of the stay;

4. depression, psychic, mental or nervous disease that causes a hospitalisation of more than 4 consecutive days; prima dell'acquisto del viaggio;
5. pregnancy that the client was not aware of at the moment of the purchase and that can be a contraindication to the travel, pathologic pregnancy, miscarriage, abortion, birth and its consequences, within the 8<sup>th</sup> month of pregnancy;
6. obtainment of a job or admission to a paid internship before the trip, when the client and the spouse were subscribed to the unemployment register, with the exception of an extension or renewal of a job or internship contract;
7. professional change that forces them to move, if the procedure has not started before the purchase of the stay;
8. recovering of a university exam, if the client were not aware of the failure of the exam before the purchase of the stay;
9. convocation that the client was not aware of at the moment of the reservation, that cannot be postponed and that requires his presence for one of the following administrative reasons:
  - convocation for the adoption of a minor
  - convocation as a witness or juror of the Assize Court
  - convocation for an organ transplantation
10. serious damages to their vehicle, caused 48 hours before leaving, in case the vehicle cannot be used anymore to reach the stay place.

## **MEASURES TO ADOPT IN CASE OF CANCELLATION OR MODIFICATION OF THE STAY**

The complete description can be found in the paragraph "procedure for the activation of the protection". By the way, to reduce the damaging consequences, the Client has to inform immediately Blu Hotels about the impossibility to leave, except for causes of force majeure.

## **EXCLUSIONS FROM THE PROTECTION**

The following cases are all excluded from all the contractual guarantees:

- the facts caused or provoked intentionally by the client or the beneficiary of the contract, the consequences of the suicide or the suicide attempt of the Client
- uprisings, revolts, effects deriving from radioactive sources, epidemics, pollution, natural catastrophes, climatic events,
- terroristic attacks,
- an exposition or contamination due to nuclear, chemical or biological substances independently from the causes that contributed to its development
- the consumption of drugs, narcotic substances, medicines not prescribed by a medical authority and its consequences,
- the consequences of being in a state of drunkenness, marked by a blood alcohol level higher than the one fixed by the highway code.

Also the accidents taking place in the following circumstances are excluded:

- while the client is practicing a sport at a professional level, is practicing a sport or taking part in an amateur race requesting the use of a land, air or water vehicle,

- while the client is using, as a pilot or as a passenger, an ultralight aircraft, a hang-glider, a glider, a parachutes or paraglide,
- when the client takes part in a fight (except for cases of self defence), criminal acts, bets.  
The protection is also excluded in case the absence is due, entirely or partially to:
  - laws, regulations or decrees published or issued by the government or a public authority,
  - delay or modification of the booked itinerary because of the cancellation of a service or a public means of transport following the instructions or recommendations of a pilot, government or public authority, especially the recommendations or instructions of the Ministry of Transport, port authority or airline company.
  - a payment interruption, mistake or omission of a tour operator, of a transport company or a travel agent.
  - strike, lock out, blocks, government actions or threat regarding the above mentioned events,
  - strike or strike threat made public more than 24 hours before the stay.  
The protection is always excluded in the following cases as well:
    - previous injury or disease;
    - mental or nervous disease that causes a hospitalisation of more than 4 consecutive days;
    - voluntary interruption of pregnancy, its consequences and complications;
    - the cancellations deriving from periodical follow up visits;
    - the cancellations following a missed vaccination caused by forgetfulness;
    - the cancellations caused by the transport company or by the organiser, whatever the cause.

## **PROCEDURE FOR THE ACTIVATION OF THE PROTECTION**

The client will contact immediately, or within 5 days from the moment when the event has taken place and in any case not later than the moment of beginning of the stay, Blu Hotels at the the email address [annullamento@bluhotels.it](mailto:annullamento@bluhotels.it). In this case the client will be contacted back within the 2 following working days.

If there are no different arrangements between the client and Blu Hotels, the client will be given a "cancellation number".

Blu Hotels will send the client an email containing the cancellation number in the subject, in which the reasons justifying the protection according to this regulation and all the useful documents are requested.

## **LAW REFERENCE**

As regards anything not expressly regulated in this document, refer to the Italian Law.