



## **NEW PROTECTION FOR CANCELLATION COSTS**

The purpose of this document is to provide the Customer with all the necessary information in order to know the rights and obligations arising from the activation of the protection to cover the cancellation/holiday cancellation penalty.

In the contracts relating to some promotional offers, Blu includes in the amount of the practical opening fees an ancillary protection that avoids the Customer, but only upon the occurrence of certain conditions, the payment of penalties for cancellation/ travel interruption. The conditions of operation of this protection are set out below.

In case of cancellation of the stay before its beginning, the activation of the protection will determine the right of the Customer not to pay the penalties for the contractually provided cancellation, possibly also by refund in money of the amount already paid.

In case of interruption of the stay already started, the activation of the protection will allow the proportional refund of the nights not enjoyed through the issuance of a voucher of the same amount, can be spent at all accommodation facilities of the chain until 30 November of the year following the event.

Remember that, in any case, the registration fees are not refundable.

## **PROTECTION DATE AND DURATION**

The Protection is active from the day of purchase of the stay, subject to the payment of a deposit or the balance, or at the latest before the application of cancellation fees.

The Protection ceases upon check-out from the accommodation.

## **PROTECTED CASES**

The protection determines the right of the Customer not to pay the penalties for cancellation or interruption of the trip (are excluded from this protection any airport fees, the amounts paid for the registration fees; all these amounts, therefore, will be retained by Blu and not returned to the Customer), in the event that the Customer is unable to leave, or must interrupt the stay already started, for one of the following reasons:

1. death, accident or serious illness (with a prognosis of more than 10 days), hospitalization:

- of the customer himself, of the legal or de facto spouse, of his relatives, descendants or those of his spouse, of in-laws, mothers-in-law, brothers, sisters, brothers-in-law or sister-in-law, sons-in-law or daughter-in-law or of the legal guardian of the customer, as well as any person habitually living with the Customer;
- of the persons accompanying the Customer during the trip; if the Customer wishes to leave for the stay (or not to interrupt the same if it had already begun) the protection implies the non-debency of the additional costs of the hotel or the reimbursement of the same, by issuing a voucher, if already paid;
- of the Client's professional substitute or of the person in custody of the Client's minor or disabled children.



The Customer and his spouse also benefit from this protection in the case of:

2. material damage caused to their dwellings or to business premises owned or rented or occupied by them free of charge, more than 50% are destroyed and require their presence on site in order to carry out the necessary conservation measures;
3. dismissal for economic reasons, provided that the procedure was not initiated before the purchase of the journey;
4. depressive state, mental, nervous or mental illness leading to hospitalization lasting more than four consecutive days;
5. pregnancy status not known at the time of registration for travel and constituting in itself a contraindication to travel, pathological pregnancy, miscarriage, therapeutic abortion, childbirth and its aftereffects, which occurred within the 8 months of pregnancy;
6. obtaining a paid employment or admission to a paid internship before departure while the Client and the Spouse were registered as unemployed, excluding the extension or renewal of an employment contract or internship;
7. professional change which forces them to move, provided that the procedure was not initiated before the purchase of the journey;
8. summoning to a university examination for recovery on a date falling within the travel period, provided that failure to pass the examination is not known at the time of purchase of the trip;
9. convening on a date falling within the period envisaged for the journey and not known at the time of purchase of the journey, which cannot be postponed and which requires its presence for one of the following administrative reasons:
  - notice of adoption of a minor,
  - summons as witness or juror of the Court of Assizes,
  - call for an organ transplant;
10. serious damage to their vehicle occurred 48 hours before departure, where the vehicle can no longer be used to reach the place of stay.

## **SPECIAL MEASURES TO BE TAKEN IN THE EVENT OF CANCELLATION, MODIFICATION OF THE JOURNEY OR INTERRUPTION**

The full rules are described in the chapter "activation procedure protection" to which you refer. In any case, in order to limit the harmful consequences, the Customer must inform Blu Hotels immediately, except for unforeseeable circumstances or force majeure, about the impossibility of making the Trip. In case of interruption of the stay, the Customer will inform the Management of the accommodation where he is staying.

## **PROTECTION EXCLUSIONS**

The following are always excluded from all contractual guarantees:

- the acts caused or caused intentionally by the Customer or the beneficiary of the contract, the consequences of the Customer's suicide or attempted suicide,
- riots, popular unrest, effects resulting from a source of radioactivity, epidemics, pollution, natural disasters, climatic events,
- terrorist acts,
- exposure or contamination due to nuclear, chemical or biological substances, irrespective of the causes which have contributed thereto,



- the taking of drugs, narcotics, similar substances and medicinal products not prescribed by an approved medical authority and the consequences thereof,
- the consequences of the Customer's state of intoxication, characterized by the presence in the blood of an alcohol content equal to or higher than that laid down by the law governing motor traffic.

Accidents occurring in the following circumstances are also excluded:

- while the Customer is practising a professional sport, practising a sport or participating in an amateur race involving the use of a land, air or water powered vehicle,
- while the Customer uses, as a pilot or passenger, an ultralight, hang glider, glider, parachute or paraglider,
- when the Customer participates in fights (except in cases of self-defence), criminal acts, betting of any kind.

Protection is also excluded, in case the failure to leave (or the interruption of the stay) is due, in whole or in part:

- laws, regulations or decrees published or issued by any government or public authority,
- delays or changes to the booked itinerary, or to a service relating to the booked journey,
- the delay or modification of the booked itinerary due to the temporary or permanent cancellation of a public service or means of transport following the instructions or recommendations of any pilot, government or public authority, including in particular the instructions or recommendations of any ministry of transport, port authority, airline or equivalent.
- any interruption in payment, error or omission of a tour operator, transport undertaking or travel agent,
- any riot, strike (lock-out), blockade, government action of any country or threat relating to the above events,
- any strike or threat of strike which has been made public more than 24 hours before the scheduled departure.

The protection granted to the Customer in the following cases is also excluded:

- accident or previous illness(a);
- nervous or mental illness leading to hospitalization lasting not more than four consecutive days;
- voluntary interruptions of pregnancy, its consequences and complications;
- cancellations resulting from periodic monitoring and observation visits,
- cancellations resulting from non-vaccination due to omission;
- cancellations by the transport undertaking or the organizer, whatever the cause.



## **ACTIVATION OF PROTECTION PROCEDURE**

If the Customer has to cancel the stay before its beginning, the Customer will contact immediately, and in any case within 5 days of the event and in any case no later than the day of the beginning of the stay, the cancellation service of Blu Hotels by sending an email to the address cancellation. If the Customer has to interrupt the stay already started, he must immediately inform the Management of the accommodation where he is exposing his needs. If, for justified reasons, you are unable to talk with the Management of the Structure will send, no later than the next 30 days, an email to [annullamento@bluhotels.it](mailto:annullamento@bluhotels.it).

Unless otherwise agreed, a Blu Hotels operator will contact the Customer within the next two working days and assign him a "cancellation/interruption number".

The operator of Blu Hotels will send the customer an email concerning the cancellation/interruption number in which he will request a description of the reasons that justify the operation of the protection under this regulation complete with all the relevant documentation.

## **LAW REFERENCE**

For everything not expressly regulated by this sheet, the rules of Italian law apply.