

## GENERAL PROVISIONS n° 0004091485

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code (Code des Assurances français). These rights and obligations are set forth in the following pages.

**The words "ALL CAUSES" relate exclusively to the CANCELLATION cover.**

### PROVISIONS COMMON TO ALL COVER PACKAGES

#### Definitions

##### UNCERTAIN EVENT

An unintentional, unforeseeable, unstoppable, and external event.

##### INSURED PARTY / INSURED PERSON

Persons duly insured under the present contract and hereinafter referred to as "you".

##### INSURER / ASSISTANCE PROVIDER

AIG Europe Limited, hereinafter referred to as "us", whose registered office is located at:

**AIG Europe Limited**, company with capital of 197,118,478 pounds sterling, registered in England and Wales under the number 01486260. Head office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. **Branch for France: Tour CB21-16 place de l'Iris 92400 Courbevoie.**

##### TERROR ATTACK / ACTS OF TERRORISM

This means any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously. Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français)

##### NATURAL DISASTERS

This means abnormal intensity of a natural element not arising from human intervention.

##### INSURANCE CODE

The French Insurance Code (Code des Assurances) is the collection of legislative and regulatory texts that govern the insurance contract.

##### HOME OR DOMICILE

Home or Domicile should be taken to mean your principle and usual place of residence; your Home or Domicile must be in Europe.

##### DROM POM COM

"DROM POM COM territories" are what the DOM TOM territories (French overseas possessions) are now called, since the Constitutional Reform of 17 March 2003 that changed the names and definitions of the DOM TOM territories.

##### TRANSPORT FIRM

The term "transport firm" means any company duly approved by the public authorities for carrying passengers.

##### EUROPE

"Europe" means the countries in the European Union, Switzerland, Norway, or the Principality of Monaco.

##### EXCESS

Portion of the compensation that remains to be borne by you.

##### METROPOLITAN FRANCE

The term "Metropolitan France" or "Home Country of France" means: mainland France and Corsica, not including [translator's note: the French says "including" ("y compris") here but I'm assuming it meant to say "excluding" ("hors")] the DROM POM COM territories (as the DOM TOM French overseas possessions have been called since the Constitutional Reform of 17 March 2003).

##### INSURANCE CLAIMS MANAGER

**AXELLIANCE BUSINESS SERVICES**

**61 rue du port**

**33260 LA TESTE DE BUCH**

##### STRIKE

Concerted collective action consisting in the employees of a firm, of an economic sector, or of a professional category ceasing to work in order to give weight to their claims.

##### CIVIL WAR

The term "Civil War" means armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or coup d'etat, and any application of martial law or border closure ordered by the authorities of the country in question.

##### WAR WITH A FOREIGN POWER

A "war with a foreign power" means declared or undeclared armed opposition between one State and another State, as well as any invasion or state of siege.

##### SICKNESS OR ILLNESS OR DISEASE / ACCIDENT

A degradation in health established by a medical authority, requiring medical treatment, and absolute interruption of any occupational or other activity.

##### MEMBER OF THE FAMILY

"Member of the family" means any person who can evidence they are related to the insured person in de jure or in de facto manner.

##### POLLUTION

Degradation of the environment by substances that are not naturally present in the medium in question being discharged into the air, the water, or the soil.

##### USUAL RESIDENCE

The "usual residence" of the subscriber means their residence for tax purposes; your main residence must be located in Europe.

##### (CLAIMABLE) LOSS OR LOSS EVENT OR CLAIM

Event liable to result in application of cover of the contract.

##### POLICYHOLDER

The natural or juristic person who takes out the insurance contract.

**UNE ASSURANCE D'AVANCE SUR [WWW.AXELLIANCE-CONSEIL.COM](http://WWW.AXELLIANCE-CONSEIL.COM)**

## SUBROGATION

The legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Policyholder for the purposes of proceedings against the opponent).

## THIRD PARTY

Any person other than the Insured Person who is responsible for the damage, injury or loss. Any Insured Person who is a victim of bodily injury, property damage or consequential loss caused by another Insured Person (the Insured Persons are considered to be third parties between themselves).

### What is the geographical scope of the contract?

The cover and/or services and benefits taken out under the present contract apply throughout the entire world.

### What is the term of the contract?

The term of validity corresponds to the duration of the services sold by the organiser of the trip/travel.

**Under no circumstances may the term of the cover exceed 3 months as from the day of departure on the trip.**

**The "CANCELLATION" cover takes effect as of taking out the present contract and it expires on the day of departure on the trip (outward journey).**

### What are the general exclusions applicable to all of our cover packages?

Losses resulting from the occurrence of events listed below are always excluded from all contractual cover:

- Accidents caused or intentionally provoked by the Insured Person or the Beneficiary of the contract.
- The consequences of suicide or attempted suicide by the Insured Person.
- The use of drugs, narcotics, similar substances and medication not prescribed by an authorised medical authority and the consequences thereof.
- The consequences of the Insured Person being under the influence of alcohol as characterised by the presence in the blood of a level of pure alcohol equal to or greater than that permitted for driving a vehicle in French law.
- Nervous or mental disorders, unless specified to the contrary herein.

Accidents arising in the following circumstances are also excluded:

- When the Insured Person practices a sport professionally, practices or participates in an amateur race requiring the use of a land-, air-, or water-based motorised vehicle.
- When the Insured Person uses, whether as a pilot or passenger, an ultra-light aircraft, hang-glider, flying wing aircraft, parachute or glider.
- When the Insured Person participates in brawls (except in the case of legitimate defence), crimes, wagers of any kind.
- The consequences and/or events resulting from Civil War or War with a Foreign Power, riots, popular movements, strikes, acts of piracy, acts of terrorism, from any impact due to a source of radioactivity, epidemics, pollution, climatic events and natural disasters except in the context of provisions relating to compensation of the victims of Natural Disasters resulting from the law 86-600 of 13/07/1986.

- All trips to, in or via the following countries are always excluded from the benefit of contractual cover: Afghanistan, Cuba, Liberia and Sudan.
- Any Insured Person or Beneficiary listed in any official, governmental or police database of known or suspected terrorists is always excluded from the benefit of contractual cover, as is any Insured Person or Beneficiary who is a member of a terrorist organisation, a drug dealer or who is involved as a supplier in the illegal trade of nuclear, chemical or biological weapons.

### How is your compensation calculated in the event of disagreement over its amount?

If the compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved.

Each of us chooses an appraiser. If the appraisers do not agree with each other, they call upon the services of a third appraiser, and all three of them operate jointly and by majority vote.

Should one of us fail to appoint an appraiser or should the two appraisers not agree on the choice of a third appraiser, the appointment is made by the Presiding Judge of the Regional Court (Tribunal de Grande Instance), ruling in summary proceedings. Each of the co-contracting parties bears the cost of the fees of its appraiser, and, where applicable, half of the fees of the third appraiser.

### Within what time limit will you receive the compensation?

The payment will be made within a time limit of fifteen days as of the agreement that is made between us, or as of the notification of the enforceable court decision.

### Declaration of risk

In accordance with the law, this contract is drawn up on the basis of the declarations by the Insured Person. As a consequence, they must respond to the questions put by the Insurer with a view to assessing the risks which the latter assumes.

### Penalties in the event of false declarations

**In accordance with the provisions of the Insurance Code, any reticence or intentional false declaration by the Policyholder or the Insured Person concerning the elements constituting the risk is sanctioned by the contract being rendered null and void.**

### Time bar

**In accordance with the provisions stipulated in articles L114-1 et seq. of the Insurance Code, all legal proceedings arising from an insurance contract are subject to a two-year time bar as of the occurrence of the event giving rise thereto.**

However, this time limit only starts running:

- In the event of any reticence, omission, false or inaccurate declaration concerning the risk incurred, on the day that the Insurer becomes aware thereof;
- In the event of a Loss, on the day that the parties concerned become aware thereof, if they can demonstrate their ignorance up until then.

UNE ASSURANCE D'AVANCE SUR [WWW.AXELLIANCE-CONSEIL.COM](http://WWW.AXELLIANCE-CONSEIL.COM)

- When the proceedings taken by the Insured Person against the Insurer stem from action by a Third Party, the time bar only runs from the day on which the said third party takes legal proceedings against the Insured Person or is compensated by the latter.

The time bar is interrupted by one of the ordinary cases for interrupting the time bar, particularly:

- any assignation, including for summary proceedings, any summons or seizure, served on the party one wishes to prevent from evoking the time bar;
- any unequivocal recognition by the Insurer of the Insured Person's right to cover, or any recognition of debt by the Insured Person towards the Insurer;

As well as in the following cases stipulated in article L114-2 of the Insurance Code :

- any appointment of an appraiser further to a Loss;
- any sending of a registered letter with acknowledgement of receipt by:
  - the Insurer to the Insured Person for non-payment of the premium;
  - the Insured Person to the Insurer for payment of compensation.

By way of derogation from article 2254 of the Civil Code, the parties to this insurance contract cannot, even through common agreement, modify the term of the time bar, nor add reasons for the suspension or interruption thereof.

## Inspection of the insurer

**AIG Europe Limited** has been approved and inspected by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom. The marketing of insurance contracts in France by the French subsidiary of AIG Europe Limited is subject to applicable French regulations.

## Claims, mediator

In the event of any dissatisfaction relating to the conclusion or performance of this contract, the Insured Person or the Beneficiary, may contact the Insurer via its usual interlocutor or "customer services" at the following address.

AIG  
Tour CB21  
92040 Paris La Défense Cedex

The request should indicate the number of the contract and state the purpose. The Insurer's policy regarding customer satisfaction is available on its website at the following address: <http://www.aig.com>

Once all internal procedures for recourse have been exhausted and if the Insurer's response has failed to resolve the dispute, the person concerned can make an application to the Mediator of the Fédération Française des Sociétés d'Assurances at the following address: 290 PARIS CEDEX 75425.

## Election of domicile

The Insurer elects domicile at the address of its branch in France:  
Tour CB 21-16 place de l'Iris - 92400 Courbevoie.

## Applicable law and languages

This contract is governed by French law. The contracting parties hereby agree to submit to the jurisdiction of French courts and waive the right to initiate any other procedures in any other country.

## Declaration of other insurance

Should the Policyholder take out, in the same insurance period as covered hereby, one or more other insurance contracts for identical risks, the Policyholder must declare such to the Insurer, on pain of the penalties provided for in the Insurance Code, namely, the contract being rendered null and void or a reduction in compensation.

## Request for information

It is hereby agreed that at any time, the Insurer reserves the right to request from the Policyholder, all information enabling the assesment at their fair value of changes in the risk related to the contract.

## Provision of the information notice

In accordance with article L.141-4 of the Insurance Code, the Policyholder undertakes to provide all Insured Persons signing up to this contract, with the information notice drafted for this purpose.

## Multiple insurance

Under no circumstances can an Insured Person be covered by more than one subscription hereto even if they have settled fees several times. Should this have been the case, the Insurer is limited, whatever the circumstances, to the cover and maximum limits of cover corresponding to subscription to this contract.

## Correspondence

All requests for information or additional details and all declarations of losses must be sent to:

Tour CB 21-16 place de l'Iris - 92040 Paris la Défense Cedex

All correspondence must be sent in the forms stipulated by the regulations in force.

Should the Insured Person forward its e-mail and/or mobile phone number, AIG reserves the right (unless the Insured Person exercises their right of opposition) to send them information by e-mail and/or by SMS.

## DATA PROTECTION (law N 7801 of 06/01/78))

Personal data are collected by the Insurer in order to permit the subscription as well as the management of contracts and losses by the Insurer's services. These data are liable to be communicated to the Insurer's agents, its partners, service providers and sub-contractors for these same end purposes and may be transferred outside of the European Union. In order to ensure the security and appropriate protection of personal data, these transfers have been authorised by the CNIL (French data protection commission) beforehand and are provided for by guarantees, particularly by the standard contractual clauses established by the European Commission.

In accordance with the law no. 78-17 of 6 January 1978 amended, the rights of access, rectification and opposition for legitimate reasons by the people concerned may be exercised by contacting the Insurer at the following address: AIG Service Clients Tour CB21-16 Place de l'Iris 92040 Paris La Défense Cedex with indication of their file reference as well as a

UNE ASSURANCE D'AVANCE SUR [WWW.AXELLIANCE-CONSEIL.COM](http://WWW.AXELLIANCE-CONSEIL.COM)

copy of their ID. They may also oppose their personal data being used for the purposes of commercial prospecting, merely by sending a letter as indicated above. The Insurer's policy in respect of protection of personal data is accessible at the following website: <http://www.aig.com/fr-protection-des-données-personnelles>

## Applicable law and jurisdiction

This contract is governed by French law. The contracting parties hereby agree to submit to the jurisdiction of French courts and renounce the right to initiate any other procedures in any other country.

## What limitations are applicable in cases of force majeure?

We cannot be held liable for defaulting on performance of Assistance services or benefits when such defaulting results from cases of force majeure or from the following events: civil war or war with a foreign power, well-known political instability, civil unrest, riots, acts of terrorism, reprisals, restriction on free movement of people and of goods, strikes, explosions, natural disasters, and disintegration of atomic nuclei, and nor can we be held liable for delays in performing services or benefits when such delays result from the same causes.

## TABLE OF THE AMOUNTS OF COVER n° 0004091485

COVER	AMOUNTS
CANCELLATION EXPENSES	Pursuant to the conditions of the cancellation expenses scale: Cancellation more than 30 days before the start of the let: 25% of the amount of the let Cancellation less than 30 days before the start of the let: 100% of the amount of the let <b>Maximum of €7,000 per claim</b>
	Refund of the unused land services on the basis of a pro rata of time, in the event of early return <b>Maximum of €7,000 per claim</b>
INTERRUPTION EXPENSES	Refund of the unused land services on the basis of a pro rata of time, in the event of early return <b>Maximum of €7,000 per claim</b>

TAKING OF EFFECT	EXPIRY OF THE COVER
Cancellation: on the day of subscription to the present contract	Cancellation: on the day of arrival at the place of the stay
Interruption: on the day of arrival at the place of the stay	Interruption: on the day of departure from the place of the stay

## TIME LIMIT FOR SUBSCRIPTION

In order for the Cancellation cover to be valid, the present contract **should be taken out simultaneously with the booking of the trip or stay, and the premium should be paid in full by the subscriber.**

## DETAILS OF THE COVER

### CANCELLATION FOR ALL CAUSES WITH NOTED EXCEPTIONS

TAKING OF EFFECT	EXPIRY OF THE COVER
Cancellation: On the day of subscription to the present contract	Cancellation: The day of the departure – place where the group is told to report (for the outward journey)

## What do we cover?

We reimburse the down payments or all of the sums that are kept by the travel or trip organiser (minus an excess indicated in the table of the amounts of cover) and that are invoiced pursuant to the general sales conditions of that organiser (to the exclusion of the file processing costs, visa expenses, insurance premium, and all taxes and duties), when you are obliged to cancel your trip before you leave (on the outward journey).

Reimbursement by loss, which cannot, in any circumstances, exceed the price of the let or service indicated on the registration form or on the let or service contract, is however limited:

- cancellation more than 30 days before the start of the let: 25% of the amount of the let,

- cancellation 30 or less before the start of the let: 100% of the amount of the let

## Under what circumstances do we intervene?

You enjoy cover in all of cases of cancellation, if your departure is prevented by an uncertain event or contingency that can be evidenced.

Uncertain event or "contingency" means any circumstance that is not caused intentionally by you or by a member of your family, that is not excluded under the present contract, that is unforeseeable on the day of the subscription, and that stems from the sudden action of an external cause, **except for:**

- **All circumstances merely impairing the enjoyment of the Stay,**
- **Defaulting of any kind, including financial, by the organiser of your trip, or by the carrier, rendering it impossible for it to honour its contractual obligations, the liability of the Service provider or carrier,**
- **Cancellations due to the Service provider or carrier,**
- **Any event for which liability might fall to the travel agent or tour operator pursuant to French Law 92-645 of 13 July 1992.**
- **Cancellations due to omission of a vaccination,**
- **diseases or accidents that are established for the first time, or that are the subject of relapse or worsening, or of hospitalisation**

UNE ASSURANCE D'AVANCE SUR [WWW.AXELLIANCE-CONSEIL.COM](http://WWW.AXELLIANCE-CONSEIL.COM)

between the date of purchase of your trip or travel and the date of subscription to the insurance contract;

- Any medical event whose diagnosis, or whose symptoms or the causes thereof are of a mental, psychological or psychiatric nature, and that has not resulted in hospitalisation for longer than 3 consecutive days.
- Any event occurring between the date of booking of your trip and the date of taking out the present contract
- Cancellations due to the non-presentation of a document indispensable to the stay.
- Earthquakes, volcanic eruptions, tidal waves, floods or natural disasters except in the context of provisions relating to compensation of victims of natural disasters resulting from law 86-600 of 13/07/1986.
- The mere fact that the destination of your trip or travel is advised against by the French Ministry of Foreign Affairs

Exclusions shown in the section " WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?" remain applicable to the "all causes" Cancellation cover,

Cancellation of any one of the people accompanying you (maximum of 8 people) enrolled at the same time as you and insured through this same contract, when the cancellation originates from one of the covered causes.

If the person wishes to travel alone, additional expenses are taken into account, without it being possible for our reimbursement to exceed the amount owed in the event of cancellation on the date of the event.

#### What we exclude

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES", we cannot intervene if the cancellation results from:

- Diseases or accidents that are established for the first time, or that are the subject of relapse or worsening, or of hospitalisation between the date of purchase of your trip or travel and the date of subscription to the insurance contract;
- Any medical event whose diagnosis, or whose symptoms or the causes thereof are of a mental, psychological or psychiatric nature, and that has not resulted in hospitalisation for longer than 3 consecutive days.
- Defaulting of any kind, including financial, by the organiser of your trip, or by the carrier, rendering it impossible for it to honour its contractual obligations.
- The mere fact that the destination of your trip or travel is advised against by the French Ministry of Foreign Affairs;
- Any event for which liability might fall to the travel agent or tour operator pursuant to French Law 92-645 of 13 July 1992.
- Any event occurring between the date of booking of your trip and the date of taking out the present contract.

#### For what amount do we intervene?

We intervene for the amount of the cancellation expenses incurred at the date of the event that can lead to application of the cover, pursuant to the General Sales Conditions of the travel organiser, with a maximum and an excess as indicated in the table of the amounts of cover.

The insurance premium is never reimbursable.

#### Within what time limit should you declare the loss?

Medical reasons: you should declare your loss as soon as a competent medical authority establishes that the seriousness of your state of health would contraindicate your trip.

If your cancellation is subsequent to such a contraindication to travel, our reimbursement will be limited to the cancellation expenses applicable at the date of the contraindication (calculated on the basis of the travel organiser's scale with which you acquainted yourself on enrolling on the trip).

#### For any other reason for cancellation:

You should declare your loss as soon as you become aware of the event that might lead to application of the cover. If your travel cancellation is subsequent to that date, our reimbursement will be limited to the cancellation expenses applicable at the date of the event (calculated on the basis of the travel organiser's scale with which you acquainted yourself on enrolling on the trip).

In addition, if the claimable loss has not been declared to us directly by the travel agent or by the organiser, you should inform us within five business days following the event leading to application of the cover. For that purpose, you should send us the declaration of loss (claim form) enclosed with the insurance contract that has been given to you.

#### What are your obligations in the event of a claimable loss?

Your declaration of loss (claim) should be accompanied by the following documents:

- in the event of sickness or accident, by a doctor's certificate and/or an administrative hospitalisation certificate specifying the origin, the nature, the seriousness, and the foreseeable consequences of the sickness or of the accident;
- in the event of death, by a certificate and by a civil status certificate (fiche d'état civil);
- in other cases, by any documentary evidence.

**You should let us have the medical details and documents necessary for your claim file to be examined, using the envelope pre-printed with the name and address of the medical examiner that we will send you as soon as we receive the declaration of loss.**

**If you do not have such documents or details, you should procure them from your doctor and send them to us using the above-mentioned pre-printed envelope.** You should discharge your doctor of their medical secrecy obligation. The same applies for the doctor of the person lying behind the cancellation, on pain of forfeiture of your rights to compensation.

**You should also, by using an envelope pre-printed with the name and address of the medical examiner, pass on to us any details or documents that might be requested of you in order to justify the reasons for your cancellation, and in particular:**

#### TRIP INTERRUPTION COSTS

PRISE D'EFFET	EXPIRATION DE LA GARANTIE
Frais d'interruption de séjour : Le jour du départ prévu – lieu de convocation de l'organisateur	Frais d'interruption de séjour : Le jour du retour prévu de voyage (lieu de dispersion du groupe)

UNE ASSURANCE D'AVANCE SUR [WWW.AXELLIANCE-CONSEIL.COM](http://WWW.AXELLIANCE-CONSEIL.COM)

## What do we cover?

Following your medical repatriation organised by the Assistance Provider or by any other assistance company, we shall refund to you and to the members of your family or to a person who is insured under the present contract and who is accompanying you, the trip expenses already paid and not used (not including transport) on the basis of a pro rata of time, as from the night after the event leading to the medical repatriation or hospitalisation at the trip location.

Similarly, if a member of your family who is not taking part in the trip suffers a serious illness, or an accident with serious bodily injury, or dies, and if, as a result, you need to interrupt your trip, and if we repatriate you, we reimburse to you and to the insured members of your family or to an insured person who is accompanying you, the trip expenses already paid and not used (not including transport) on the basis of a pro rata of time, as from the night after the date of the early return.

We also intervene in the event of theft or burglary, serious damage due to fire, explosion, water damage, or caused by forces of nature to your business or private premises, whenever it is absolutely necessary for you to be present to take the necessary protective measures, we reimburse to you and to the insured members of your family or to an insured person who is accompanying you, the trip expenses already paid and not used (not including transport) on the basis of a pro rata of time, as from the night after the date of the early return.

We also intervene in cases of epidemics, natural disasters or pollution affecting the location of your stay and rendering your presence impossible. In which case, we will reimburse you and the insured members of your family or a person accompanying your, on the basis of a pro rata of time for the trip expenses already settled and not used (not including transport), as from the night after the date of the early return.

## What we exclude

In addition to the exclusions provided for in the general terms and conditions, interruptions consequent upon the following are not covered:

- Cosmetic treatment, spa therapy, abortion, in-vitro fertilisation, and the consequences thereof;
- A psychological or mental or depressive illness without hospitalisation for less than three days;

## What are your obligations in the event of a claimable loss?

You should:

- Send to the insurer any documents necessary for compiling the claim file and thereby evidencing the good grounding and the amount of the claim.

In all cases, the originals of the itemised invoices of the travel agent or tour operator showing the land services and the transport services will be systematically requested of you.

If the medical details necessary for the claim to be examined are not disclosed to our medical examiner, the claim cannot be processed and settled.

You should send your declaration of loss (claim) to:

**AXELLIANCE BUSINESS SERVICES**  
**61 rue du port – BP 80063**  
**33260 LATESTE DE BUCH**

**UNE ASSURANCE D'AVANCE SUR [WWW.AXELLIANCE-CONSEIL.COM](http://WWW.AXELLIANCE-CONSEIL.COM)**