



**INFORMATION NOTE SETTING OUT THE GENERAL TERMS AND CONDITIONS NO. N° 9890804  
AVI CANCELLATION & CURTAILMENT**

---

The coverage described in this insurance policy is provided by INTER PARTNER ASSISTANCE (hereinafter “AXA Assistance”), a Belgian public limited company (SA) with capital of €130,702,613, a non-life insurance company authorised by the National Bank of Belgium (0487), registered with the Brussels Trade Register under number 415 591 055, having its registered office located at 166 Avenue Louise - 1050 Ixelles - Brussels-Capital - Belgium.

Inter Partner Assistance (AXA Assistance), as an insurance company incorporated under Belgian law, is subject to the prudential supervision of the National Bank of Belgium, located at Boulevard de Berlaimont 14, 1000 Brussels - Belgium - VAT BE 0203.201.340 - Brussels Trade Register ([www.bnb.be](http://www.bnb.be)).

This policy is distributed and managed by AVI INTERNATIONAL, AVI International - Les Assurances de Paris, a French simplified joint stock company (SAS) with share capital of €100,000, Registered with the Nanterre Trade and Companies Register (RCS) under no. 323 234 575, Registered with ORIAS under no. 07 000 002 as an insurance broker ([www.orias.fr](http://www.orias.fr)) and having its registered office at 10, avenue de l’Arche – CS 70126 - 92419 Courbevoie Cedex.

## Table of contents

Table of Benefits .....	3
Article I. Purpose of the policy .....	5
Article II. General definitions.....	5
Article III. Where am I covered? .....	7
Article IV. Effect and duration .....	7
Article V. Payment of the premium.....	9
Article VI. General Terms and Conditions .....	9
Article VII. Insurance Cover .....	11
7.1. Cancellation or modification of Travel .....	11
7.1.1. What we cover.....	11
7.1.2. What do we cover? .....	11
7.1.3. What we exclude.....	13
7.1.4. What amounts do we compensate?.....	14
7.1.5. Within what time frame must a claim be declared? .....	14
7.1.6. What are your obligations in the event of a claim?.....	14
7.2. Curtailment of the Trip.....	15
7.2.1. What we cover .....	15
7.2.2. What do we cover? .....	15



7.2.3.	What we exclude.....	16
7.2.4.	What amounts do we compensate?.....	16
7.2.5.	Claims Procedure.....	16
Article VIII.	General exclusions to the insurance cover .....	18
Article IX.	Restrictions .....	19
9.1.	Penalty in the event of misrepresentation.....	19
9.2.	Limitation of liability.....	19
9.3.	Exceptional circumstances .....	19
Article X.	Legal framework .....	20
10.1.	Personal data protection .....	20
10.2.	Evidence agreement .....	21
10.3.	Subrogation.....	21
10.4.	Sanctions and embargoes.....	22
10.5.	Limitation period.....	22
10.6.	Complaints and Mediation .....	23
10.7.	Applicable law and court with jurisdiction .....	24
10.8.	Supervisory authority .....	24



## Table of Benefits

ASSISTANCE COVERAGE	Operative events	Amounts and limits
<b>Costs of curtailment</b>	Reimbursement of ground services not used in the event of medical repatriation or early return	On a pro rata basis and according to the limits indicated below
<b>Travel cancellation insurance</b>	<p>Subject to the conditions and exclusions set forth herein, the following triggering events are covered:</p> <ul style="list-style-type: none"> <li>• Illness, accident, hospitalisation or death</li> <li>• Pregnancy complications</li> <li>• Contraindication and follow-up of vaccination</li> <li>• Economic redundancy</li> <li>• Court summons</li> <li>• Call to re-sit a university exam</li> <li>• Grade repetition or school failure</li> <li>• Urgent medical visit</li> <li>• Destruction of business and/or private premises</li> <li>• Theft on business and/or private premises</li> <li>• A job or internship offer</li> <li>• Professional transfer, modification or refusal of the dates of paid leave by the employer</li> <li>• Refusal of an application for a tourist or student visa</li> <li>• Theft of identity card or passport</li> <li>• Serious damage to your vehicle</li> <li>• Cancellation of the person accompanying the Insured Person</li> </ul>	According to the terms and conditions of the cancellation scale and limits indicated below



Coverage limits				
Price of the trip	Cancellation of the Trip		Curtailment of the Stay	
	Maximum amount per person	Maximum amount per event	Maximum amount per person	Maximum amount per event
< €500	€500	€1,000	€375	€750
From €501 to €1,000	€1,000	€2,000	€750	€1,500
From €1,001 to €3,000	€3,000	€6,000	€2,250	€4,500
From €3,001 to €6,000	€6,000	€12,000	€4,500	€9,000
From €6,001 to €9,000	€9,000	€18,000	€6,750	€13,500
From €9,001 to €12,000	€12,000	€24,000	€9,000	€18,000
From €12,001 to €15,000	€15,000	€30,000	€11,250	€22,500
From €15,001 to €18,000	€18,000	€36,000	€13,500	€27,000
From €18,001 to €25,000	€25,000	€50,000	€18,750	€37,500

**Maximum limit per policy and per event: if several Insured Persons are compensated for the same event, the total amount of benefits paid by AXA Assistance may not exceed €20,000,000 incl. tax per event for all benefits and Insured Persons combined. If the total amount of the benefits exceeds this overall limit, the benefits will be paid to the Insured Persons up to this limit, with each Insured Person being compensated in proportion to the amount that his/her loss represents of the total amount of the losses incurred due to this event by the other Insured Persons on this policy.**



## Article I. Purpose of the policy

The purpose of this policy is to provide coverage to the Insured Person, within the limits and conditions defined below, of their Stay Abroad, whether a language stay, as part of a school exchange programme, internship, or study travel.

## Article II. General definitions

**SERIOUS BODILY INJURY:** Sudden deterioration in health resulting from the sudden action of an external cause not intended by the victim, recorded by a competent MEDICAL AUTHORITY, leading to a prescription for medication being issued for the patient and involving the cessation of all professional or other activity.

**INSURED PERSON/YOU:** Any natural person who has purchased this Policy and whose name is designated in the special terms and conditions.

**INSURER/WE/US:** AXA Assistance

**BODILY INJURY:** Injury or illness of a nature likely to threaten your life or cause an impending significant deterioration in your state of health if proper care is not provided immediately.

- **Accident** means: Sudden deterioration in health caused by an external, sudden, unforeseeable, violent event beyond the victim's control.
- **Illness** means: Sudden, unforeseeable deterioration in health confirmed by a competent MEDICAL AUTHORITY.

**MEDICAL AUTHORITY:** A person who holds a degree in medicine or surgery currently valid in the country where You are located.

**CANCELLATION COSTS SCALE:** Amount of fees retained by the tour operator in the event of cancellation of your Stay before departure. This amount is set either as a percentage of the price of the Stay or as a fixed amount, depending on the number of days remaining between the day of cancellation and the day of departure.

**NATURAL CATASTROPHE:** A natural event such as an earthquake, volcanic eruption, tidal wave, flood or other natural disaster caused by the abnormal intensity of a natural agent and acknowledged as such by the public authorities

**POLICY/NOTE:** Your assistance and insurance policy listing your coverage.

**TRAVEL:** any trip as part of a covered Stay, in and outside of your country of Stay. To benefit from the coverage, **your Stay may not exceed 18 consecutive months.**

**SERIOUS DAMAGE:** Property damage occurring at your Domicile, business premises or farm, damaged as a result of an insured incident, including in the event of a natural Catastrophe within the meaning of Law N 86-600 of 13 July 1986 relating to the compensation of victims of natural disasters.



**DOMICILE:** Your primary and usual place of residence appearing as your domicile on your income tax declaration before your departure date abroad.

**DROM:** DROM refers to Guadeloupe, Guyana, Martinique, Mayotte and Reunion.

**EPIDEMIC:** Rapid spread of an infectious and contagious Disease affecting a large number of people in a given place or time, declared as such by the World Health Organisation or a competent Public Authority of your PLACE OF STAY or your COUNTRY OF DOMICILE.

**ABROAD:** Any country outside your COUNTRY OF DOMICILE.

**TRIGGERING EVENTS:** Your policy covers triggering events as defined under the benefits.

**CANCELLATION COSTS:** Means the fees charged by the organiser of the Stay in the event of cancellation or modification of the Stay, in accordance with the scale indicated in the general terms and conditions of sale.

**FRANCE:** Mainland France, Principality of Monaco and French Overseas Departments.

**DEDUCTIBLE:** The contribution you are required to pay towards your claim.

**HOSPITALISATION:** An unplanned, medically prescribed stay, of at least 24 hours, in a public or private healthcare establishment for the purposes of receiving medical or surgical treatment for **BODILY INJURY**. The stay is considered unexpected only when it has not been scheduled for more than five (5) days before the start of hospitalisation.

**STRIKE OR SOCIAL MOVEMENT:** Any form of collective action undertaken with the intention to stop, restrict or hinder the exercise of a professional activity, the production of goods or the provision of services.

**PLACE OF STAY:** Your main and usual place of residence during the STAY.

**SERIOUS ILLNESS:** Sudden and unforeseeable change in health recorded by a competent **MEDICAL AUTHORITY** leading to a prescription for medication being issued for the patient and involving the cessation of all professional or other activity.

**FAMILY MEMBERS:** Your spouse, partner or any person with whom you are bound by a civil union (PACS) living under the same roof, your children, father, mother, one of your grandparents, one of your parents-in-law, your brothers and sisters.

**PANDEMIC:** Large-scale epidemic that develops over a vast area crossing State borders and declared as such by the World Health Organisation.

**CLOSE CONTACT:** Natural person designated by You or one of your beneficiaries. This person must have the same country of residence as you.

**COUNTRY OF STAY:** The destination country of your Stay.

**COUNTRY OF DOMICILE:** Country in which Your Domicile is located before your departure date abroad. It is located in one of the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.



**PERSONAL QUARANTINE:** the period during which you are suspected of being infected or of having been exposed to infection and have therefore been confined or isolated on the order of a health professional or public health board to prevent the spread of the disease.

**REGIONAL QUARANTINE:** Any period of restriction of movement or isolation, including national lockdown measures, in your COUNTRY OF DOMICILE or in the COUNTRY OF STAY imposed on a municipality or geographical location, such as a department or region, by a government or a Public Authority.

**STAY/TRIP:** expenses incurred in the course of a language STAY, internships or study trips abroad. These are transport, accommodation or tuition expenses, as well as the cost of a language stay reserved with the tour operator or school establishment of which the dates and destination and price appear in the special terms and conditions.

**TERRORISM:** Individual or collective enterprise intended to seriously disrupt public order through intimidation or terror.

**THEFT/ROBBERY:** object fraudulently taken by a third Person (person who is not a FAMILY MEMBER, a CLOSE CONTACT or a travel companion).

**TABLE OF BENEFITS:** The table listing the benefits on page 2.

**TABLE OF LIMITS:** the table showing the maximum coverage limits per benefit, according to the stated travel price.

## Article III. Where am I covered?

You are covered worldwide **with the exception of countries and regions to which the Ministry of Foreign Affairs of Your COUNTRY OF DOMICILE and/or PLACE OF STAY and/or the World Health Organisation has advised against travel.**

## Article IV. Effect and duration

### **COVERAGE PERIOD:**

Subject to receipt of the premium (see Clause 5 "Payment of the premium" below), your Policy takes effect on the date and for the duration indicated in the special terms and conditions.

The dates of the Stay showing in the special terms and conditions are the same as those on the travel registration form.



## RIGHT TO CANCEL

- **Distance purchase of a policy lasting more than one month**

Pursuant to Article L112-2-1 of the French Insurance Code, in the event of distance selling, You have a cooling-off period of fourteen full calendar days to cancel your policy, without having to give any reason or pay any penalty, if the policy is for a period of more than 1 (one) month and for purposes that are not related to your commercial or professional activity.

In this case, the cooling-off period runs from the date you receive the Special Terms and Conditions and this information note, which are presumed to have been received two (2) working days after the date on which you took out the policy. If You have not received the documents within two (2) working days of the date you took out the policy, please contact AXA Assistance.

- **Multiple insurance policies**

In accordance with article L112-10 of the French Insurance Code, You are asked to check that You are not already covered for one of the risks covered by this new policy. If this is the case, You have the right to cancel this policy within fourteen (14) calendar days from when You took it out, with no costs or penalties, provided all the following conditions are met:

- You took out this Policy for non-business reasons;
- This Policy came in addition to the purchase of an item or service sold by a supplier;
- You can prove that You are already covered for one of the risks covered by this new Policy;
- The policy that You want to cancel has not been fully performed;
- You have not made any claim under this Policy.

In this case, You can exercise your right to cancel this policy by sending a letter or any other durable medium to the insurer issuing the new policy, attaching a document substantiating the fact that You are already covered for one of the risks covered by the new policy.

The insurer is obliged to reimburse the premium You have paid within thirty (30) days of the cancellation.

If You want to cancel your policy, but do not fulfil all the conditions above, check the cancellation conditions set out in your policy.

## EFFECTIVE DATE OF COVER

**Subject to receipt of the premium, the cover takes effect in accordance with the following rules:**

The cover starts on the departure date or start date of the trip, and ends automatically on the return date or end date as stated in the special terms and conditions.





The "Trip Cancellation" insurance coverage takes effect on the date of purchase of your policy and automatically ends on departure or at the start of the stay.

The Travel departure (00:00) and return (24:00) dates and the start (00:00) and end (24:00) dates of your stay for rentals are those indicated in the special terms and conditions.

Departure corresponds to your arrival at the meeting point set by the Tour Operator, or, if you use a personal means of transport, on arrival at the PLACE OF STAY.

## Article V. Payment of the premium

YOU undertake to pay the insurance premium due in return for the coverage of the Insured Person(s).

The cover comes into effect only when the premium has been received.

### **PAYMENT OF THE PREMIUM**

The insurance premium, the amount of which is specified in the special terms and conditions, is paid by bank card on the date indicated in the special terms and conditions.

### **NON-PAYMENT**

If the premium or a premium instalment is not paid within ten (10) calendar days of its due date, a reminder will be sent to YOU by registered post. If, within thirty (30) calendar days of this reminder being sent, the premium or premium instalment due has still not been paid, the cover will be suspended, and if the premium has still not been paid within ten (10) calendar days of the date that the cover is suspended, AXA Assistance can terminate the Policy.

## Article VI. General Terms and Conditions

For the "Cancellation cover", You or one of your beneficiaries must notify your travel agent of the cancellation as soon as the covered event occurs preventing your departure and notify us **within five (5) working days of your notification of the cancellation to your Travel agent.**

To obtain the compensation provided for under the insurance cover and after immediately informing the tour operator organising Your stay, You or one of your beneficiaries must report your claim to us by one of the following means:

- [Via the online declaration at https://www.avi-international.info](https://www.avi-international.info)
- By registered mail with acknowledgement of receipt to:

AVI INTERNATIONAL

Le Colisée Gardens

10 avenue de l'Arche

CS 70126, 92419 Courbevoie Cedex, France.



After this deadline, if we suffer any harm due to your late claim, You will lose any right to compensation.

**Any claim that does not comply with the provisions of the insurance cover entails forfeiture of any right to reimbursement.**

If necessary, we reserve the right to submit You, at our expense, for a medical examination. This request will be sent to You by registered letter with acknowledgement of receipt.

We reserve the right, where applicable, to ask for additional documents in order to assess the genuineness of the claim and the amount of compensation.



## Article VII. Insurance Cover

### 7.1. Cancellation or modification of Travel

#### 7.1.1. What we cover

We will reimburse any cancellation costs or costs for making changes to a TRIP, **up to the amount invoiced by the tour operator or rental agency** (if the rental is fully cancelled) in accordance with the schedule in the tour operator's cancellation conditions.

The cancellation fees will be reimbursed directly to either the Insured Person or his/her assigns, or in case of cancellation of a rental, to the holder of the rental agreement or his/her assigns, to the exclusion of any other individual or entity.

**Administrative and visa fees, port and airport taxes and the insurance premium are not reimbursed.**

#### 7.1.2. What do we cover?

The triggering events described below (following paragraphs) are covered under this insurance.

- (a) In the event of SERIOUS BODILY INJURY, SERIOUS ILLNESS (including relapse, worsening of a chronic or existing illness, the consequences or complications of an Accident occurring prior to taking out this Policy, as well as any infectious illness) or in the event of death of the Insured Person, a FAMILY MEMBER, or any person who usually lives with the Insured Person;
- (b) In the event of death or Hospitalisation for more than 48 consecutive hours of an uncle or aunt, nephew or niece of the Insured Person or those of his/her Spouse;
- (c) In the event of depression or nervous disorder resulting in the Insured Person being hospitalised for more than 3 consecutive days;
- (d) When the Insured Party or his/her travel companion is also insured is subject to a PERSONAL QUARANTINE obligation before the departure;
- (e) In the event of travel restrictions issued by the Ministry of Foreign Affairs of your COUNTRY OF DOMICILE or when the local authorities of your PLACE OF STAY refuse entry into the territory, provided that the Stay was reserved before the announcement of these restrictions, **unless these restrictions are caused by a pandemic or a REGIONAL QUARANTINE measure.**
- (f) If the Insured Party cannot travel because he/she has been called to an urgent medical examination or surgery, for which he/she was on a waiting list for the purpose of undergoing this examination or surgery, the postponement of which would be counter-indicated by a MEDICAL AUTHORITY. Only examinations and surgery related to a medical transplant will give rise to the application of this guarantee.
- (g) In the event of an unexpected complication in the Insured Person's pregnancy, miscarriage, medical termination of pregnancy and their consequences;
- (h) In the event of pregnancy contraindicating travel for the Insured Party, provided that this condition was not known on the date that this Policy was taken out;
- (i) In the event of contraindications or mandatory vaccinations for the Trip, provided that this medical indication was not known on the date that this Policy was taken out;



- (j) If the Insured Person or his/her Spouse, one of his parents or the partner of a parent is made redundant for economic purpose, provided the redundancy process had not begun by the date that this Policy was taken out;
- (k) If the Insured Person receives an unexpected summons to appear before a court as a witness or juror, for which official documentary proof must be provided, for a date that falls during the Trip and which cannot be postponed, provided the Insured Person was not aware of the summons on the date that this Policy was taken out;
- (l) In the event of your divorce or separation or of the parents of a minor Insured Person, registered in the court registry, provided that the date of registration comes after the date that this Policy was taken out;
- (m) If the Insured Person is called to resit a university examination on a date that falls during the Trip, provided the Insured Person was not aware of the failure of the initial examination on the date that this Policy was taken out;
- (n) In the event of repetition of your school year or school failure strictly preventing you from participating in the school programme connected to the Trip or obliging you to attend examinations or catch-up courses during the dates of the Trip, provided that the repetition or failure to review was not known on the date that this Policy was taken out;
- (o) In the event of SERIOUS DAMAGE to the Insured Person's Domicile or business premises or farm that he/she owns, rents or occupies for free, which requires his/her physical presence at the location on the departure date in order to take the necessary precautionary measures;
- (p) In the event of THEFT at the Insured Person's Domicile, business premises or farm that he/she owns, rents or occupies for free, within the 48 hours prior to his/her departure and which requires his/her physical presence at the location on the departure date or during the Trip in order to take the necessary protective measures;
- (q) If an offer has been received for a salaried job or paid internship through the employment agency of your COUNTRY OF DOMICILE that must begin before the Insured Person returns from the TRIP, when the latter was registered with the employment agency of your COUNTRY OF DOMICILE on the date that this Policy was taken out, excluding the extension or renewal of his/her employment contract or internship. **The cover does not apply to assignments (new job, extensions, renewals) provided by a temporary recruitment agency;**
- (r) In the event of a job transfer, requiring the Insured Person, or one of his/her parents if the Insured Person is a minor, to move before he/she returns from the TRIP, provided the transfer was not known at the time this Policy was taken out and that it is not the outcome of a request made by the Insured Person;
- (s) If the employer of the Insured Person, or one of his/her parents if the Insured Person is a minor, modifies or cancels his/her paid leave granted prior to taking out this policy, provided that the TRIP was booked after the period of paid leave was granted. The cover applies only to Insured Persons, or their parents if the Insured Person is a minor, who are salaried employees and whose leave is granted and cancelled/modified by a superior. **Cover does not apply to company directors and legal representatives;**
- (t) If the Insured Person is refused a tourist or student visa, certified by the authorities of the PLACE OF STAY, provided that:
  - (i) *the application was submitted within the recommended time frame for the destination of the TRIP,*



- (ii) *no previous application has been submitted and refused by these authorities for a previous TRIP.*
- (u) In the event of theft of the Insured Person's identity documents or ticket, which are essential for his/her TRIP, within the 48 hours prior to his/her departure and which prevent the Insured Person from complying with border control formalities.
- (v) In the event of SERIOUS DAMAGE to the Insured Person's vehicle occurring within the 48 hours prior to his/her departure and making the vehicle unrepairable within the time needed to enable him/her to travel to the meeting place set by the TRIP operator or to the PLACE OF STAY on the date initially specified and insofar as the Insured Person needs the vehicle to travel there.
- (w) If the cancellation cover is granted to one or more Insured persons who are named in the same Special Terms and Conditions as the Insured Person, forcing the Insured Person to travel alone or as a couple.
- (x) If the Insured Person decides to travel alone, provided the cancellation cover is granted to the person due to share the double room booked at the hotel for the Trip, we will reimburse any additional hotel charges incurred as a result of this cancellation, up to the limit of the amount the Insured Person would be paid in the event of cancellation.
- (y) If the cancellation cover is granted and if the Insured Person is able to assign his/her Trip to another person, AXA Assistance will bear the costs of changing the Beneficiary's name with the TRIP operator.

### 7.1.3. What we exclude

**The general exclusions to all types of cover apply. Cancellations caused by any of the following events or circumstances are also excluded:**

- ✗ events that occur between the date on which the Trip is booked and the date of this Policy;**
- ✗ accidents or illnesses that are first recorded, are treated, are subject to a relapse or require Hospitalisation between the date on which the Trip is booked and the date this policy is taken out;**
- ✗ cancellations by the Trip operator or carrier, irrespective of the cause;**
- ✗ depression or nervous disorders that do not result in Hospitalisation or result in Hospitalisation of the Insured Person of 3 or fewer consecutive days;**
- ✗ cosmetic treatments, therapies and in vitro fertilisation;**
- ✗ cancellations caused by routine audits and inspections;**
- ✗ cancellations caused by the failure, irrespective of the reason, to present any essential travel documents, other than in the cases specifically eligible for cover;**
- ✗ delays in obtaining a visa;**
- ✗ the impossibility to TRAVEL or make a TRIP, or the decision to cancel TRAVEL or a TRIP, to one of the regions or countries not recommended by the Ministry of Foreign Affairs of your PLACE OF STAY or of DOMICILE due to a pandemic;**
- ✗ cancellation due to travel restrictions resulting directly from the World Health Organisation declaring a pandemic or from an event known at the time of purchase of the stay;**

- ✗ cancellation linked to a REGIONAL QUARANTINE;
- ✗ cancellation related to an Illness with no medical certificate issued by a MEDICAL AUTHORITY;
- ✗ reimbursement of all or part of the trip having been or that can be reimbursed in full or in part by the tour operator, transport company or bank institution with which You hold a credit card, regardless of the reimbursement method (bank transfer, cash, on account, voucher, etc.);
- ✗ any circumstances that You become aware of before you register for the Trip or purchase your insurance Policy, for which You could reasonably expect to cancel your TRIP;
- ✗ all circumstances other than those listed under what is covered by the policy.

#### 7.1.4. What amounts do we compensate?

AXA Assistance will only pay the CANCELLATION COSTS owing on the date of the event that activated the cover, less port and airport taxes, insurance premiums and administrative fees (retained by the tour operator and not reimbursed under this Policy).

The amount of the compensation **may not exceed the limit mentioned in the Table of limits.**

#### 7.1.5. Within what time frame must a claim be declared?

**You or your beneficiaries must notify the Travel operator of the cancellation immediately, as soon as the event preventing departure has occurred.**

The compensation paid by AVI INTERNATIONAL will be calculated based on the scale of cancellation costs applicable on the date of detection of the event triggering the cover.

You must notify AVI INTERNATIONAL **within 5 working days of detection of the incident** by complying with the procedure for reporting a claim as described in Clause VI General Terms and Conditions of Application.

#### 7.1.6. What are your obligations in the event of a claim?

The claim must contain the following information:

- the Insured Person's full name and address;
- the Policy number;
- the precise reason for cancellation (illness, accident, work-related issue, etc.);
- the name of your Travel agent.

We will then send You or Your beneficiaries the necessary forms.

They must be completed and sent to AVI INTERNATIONAL along with:

- the Trip registration form;
- the paid original invoice for the cancellation fees;
- the original tickets;



all documents requested to justify the reason for cancellation and to assess the amount of the loss:

- in the event of illness or accident, a medical certificate specifying the origin, nature, severity and foreseeable consequences of the illness or accident contraindicating the practice of any activity, and/or a copy of the medical leave form and photocopies of prescriptions containing the labels of prescribed medicines, as well as any analyses or examinations done. You or Your beneficiaries must also submit to **the Medical Director of AVI INTERNATIONAL, marked confidential**, the original medical certificate specifying the date and nature of the illness or accident;
- in the case of economic redundancy, a copy of the letter of dismissal and a copy of the employment contract;
- in the case of pregnancy complications, copy of the prenatal examination form and medical certificate contraindicating the practice of any activity or copy of the medical leave form,
- in the event of death, a certificate and proof of family relation;
- in other cases, any supporting documents.

## 7.2. Curtailment of the Trip

### 7.2.1. What we cover

We will compensate You, MEMBERS OF YOUR FAMILY or an unrelated person travelling with You and named in the Special Terms and Conditions, for material loss caused by the curtailment of Your Trip due to one of the triggering events listed below occurring during the Trip.

**You are compensated if the triggering events defined in paragraph 8.2.2. of this policy have resulted in services being provided by the departments of AXA Assistance or by another assistance company.**

### 7.2.2. What do we cover?

The cover is only valid in the case of one of the following events occurring during the STAY (once the You have arrived at the destination of Your TRIP or for rentals, once You have possession of the premises) included in the same Special Terms and Conditions:

- Your medical repatriation following a BODILY INJURY;
- Your early return to your COUNTRY OF DOMICILE made necessary due to the occurrence of one of the following events:
  - ✓ if a close relative (your spouse, partner or partner, cohabitee, ascendant, descendant of yourself or your spouse) is hospitalised (unplanned hospitalisation) for more than 48 hours or dies, or if one of your brothers or sisters, including the children of the spouse, partner or partner of a direct ascendant of the beneficiary dies and, as a result, you had to curtail your stay in the COUNTRY OF DOMICILE of the Insured Party;
  - ✓ SERIOUS DAMAGE requiring the presence of the Insured Party to carry out the necessary formalities on the premises where Your main residence or Your farm or Your business premises are located.





### 7.2.3. What we exclude

The exclusions common to all cover apply. The following exclusions also apply:

- ✘ Mild conditions or injuries that can be treated locally and do not prevent the Insured Person from continuing his/her TRAVEL;
- ✘ Convalescence, conditions being treated or not yet stabilised and/or requiring further scheduled treatment;
- ✘ Pre-existing illnesses diagnosed and/or treated unless there is an unpredictable complication or clear worsening;
- ✘ Trips undertaken for diagnostic and/or treatment purposes, medical evaluations, check-ups or preventive screening;
- ✘ Taking part in any aerial, defence or combat sports as an amateur;
- ✘ Consequences of failing to have or the impossibility of having vaccinations;
- ✘ Transport costs;
- ✘ Curtailment due to travel restrictions resulting directly from the World Health Organisation declaring a pandemic or from an event known at the time of purchasing the stay;
- ✘ Reimbursement of all or part of the trip having been or that can be reimbursed in full or in part by the tour operator, transport company or bank institution with which You hold a credit card, regardless of the reimbursement method (bank transfer, cash, on account, voucher, etc.);
- ✘ The consequences of a REGIONAL QUARANTINE;
- ✘ The circumstances known to the Insured Party prior to registering for the trip or purchasing the insurance policy for which he/her could reasonably expect to curtail the trip;
- ✘ All circumstances other than those listed under what is covered by the policy.

### 7.2.4. What amounts do we compensate?

The Insured Person is compensated for the services purchased and not used due to the curtailment of Your TRIP excluding transport costs.

This compensation is calculated from the day after the full discharge of the insured services and proportionately to the number of unused days of the TRIP.

The Insured Person is compensated **up to the amount indicated in the Table of limits.**

### 7.2.5. Claims Procedure

**In the case of failure to comply with the conditions mentioned below, WE reserve the right to refuse our cover.**

**You or one of Your beneficiaries must submit to AVI INTERNATIONAL within 5 working days of the end of Your TRIP your curtailment claim and the reasons for the claim in accordance with the procedure as described in Clause VI of the General Terms and Conditions of application.**





The claim must contain the following information:

- the Insured Party's full name and address;
- the Policy number;
- the exact reason for the curtailment;
- the name of his/her Travel agent;
- an initial medical certificate stating the date and nature of the BODILY INJURY, marked confidential and sent to the Medical Director of AXA Assistance or, if applicable, the death certificate, a report from the police, or the expert report.

You or one of Your beneficiaries must then send AVI INTERNATIONAL, directly or through Your travel agent: the original of the initial invoice paid when the Trip was booked.



## Article VIII. General exclusions to the insurance cover

### GENERAL EXCLUSIONS TO ALL COVER:

In addition to the specific exclusions above, the following are excluded:

- \* Any circumstances other than those listed in this Agreement;
- \* Any circumstances that You become aware of before you register for the Trip or purchase your insurance policy, for which You could reasonably expect to report a Claim;
- \* expenses without original supporting documents;
- \* the cost of telephone calls.

In addition, the following will not trigger our coverage, or be the subject of compensation for any reason whatsoever:

- \* travel undertaken when the Ministry of Foreign Affairs of Your COUNTRY OF DOMICILE and/or your PLACE OF STAY does not recommend TRAVEL to the destination or town(s) of destination or stay;
- \* alcohol abuse (blood alcohol level higher than the regulatory limit), the use or absorption of medicines, drugs or narcotics not prescribed by a doctor;
- \* any intentional or wilful negligence on your part;
- \* search and rescue costs resulting from not observing the rules of caution issued by the site operators and/or the regulations governing the activity that the you practice;
- \* damage you have caused or suffered when practicing the following sports: bobsleigh, mountaineering or rock-climbing;
- \* your participation in any competitive sports event or in endurance or speed events and their preparatory practice sessions, on board any land or air vehicle (with or without an engine), as well as the practice of snow or ice sports other than as an amateur;
- \* damage caused by hunting and damage resulting from participation in attempts to achieve a record;
- \* failure to comply with the acknowledged safety rules related to any leisure sports activity;
- \* the explosion of machinery and nuclear and radioactive effects;
- \* official bans, seizures or constraints by the law enforcement authorities;
- \* effects of pollution and NATURAL CATASTROPHES, as well as their consequences, unless contractually stipulated otherwise;
- \* civil or foreign war whether declared or not;
- \* general mobilisation;
- \* any requisition of persons and/or equipment by the authorities;
- \* any act of sabotage or TERRORISM;
- \* any social conflict such as a strike, a riot, a popular uprising;
- \* any restriction on the free movement of goods and persons;
- \* storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of the atomic nucleus;
- \* epidemics and/or pandemics, infection risks, unless contractually stipulated otherwise;



- ✘ all chemical risks;
- ✘ any virtual currency, including, but not limited to, cryptocurrency, including fluctuations in value;
- ✘ all cases of force majeure.

## Article IX. Restrictions

### 9.1. Penalty in the event of misrepresentation

#### 9.1.1. *Misrepresentation of risk components*

Any non-disclosure or misrepresentation of the risk components known to the Policyholder exposes him/her to the penalties provided by the French Insurance Code, namely: reduction of compensation or voiding of the Policy (articles L.113-8 and L.113-9 of the French Insurance Code).

#### 9.1.2. *Misrepresentation of claim components*

Any non-disclosure or misrepresentation relating to claim components (date, nature, cause, circumstances or consequences) known to the Beneficiary exposes him/her, in the event of bad faith, to forfeiture of cover.

### 9.2. Limitation of liability

AXA Assistance's obligation is based on a best-efforts obligation and not a performance obligation. AXA Assistance cannot be held liable for any business or commercial damage that a Beneficiary suffers as a result of an incident requiring AXA Assistance's services.

AXA Assistance may not replace any local or national emergency or search and rescue services and will not pay for any costs incurred as a result of their intervention, unless stated otherwise in the policy.

### 9.3. Exceptional circumstances

AXA Assistance cannot therefore be held liable for any non-implementation of, or delays in implementing, the cover, caused by civil or foreign war (declared or otherwise), general mobilisation, the requisition of people and equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strike, uprising or civil unrest, restrictions on the free circulation of goods and people, natural disasters, the effects of radioactivity, epidemic, any infectious or chemical risk, and any cases of force majeure.



## Article X. Legal framework

### 10.1. Personal data protection

By providing your personal information in connection with the purchase of a contract and using our services, you acknowledge that we can process your personal data. You also agree to our use of your sensitive information. If you give us information about other persons, you agree to inform them of the use of their data as described herein and in our website's confidentiality notice available at [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy).

The processing of your personal data is necessary to provide you with this insurance policy and other services. We also use your data to comply with our legal obligations, or where this is in our legitimate interest in the management of our company. If you do not provide this information, we will not be able to offer you a policy or process your claims.

We use your information for a number of legitimate reasons, including

- Underwriting, policy management, claims handling, travel assistance, complaints handling, sanctions monitoring and prevention of fraud.
- The use of sensitive information about your health or vulnerability or that of other persons, when this is relevant for a claim for compensation or assistance, in order to provide the services described in this policy. By using our services, you agree that we use this information for this purpose.
- Monitoring and/or recording your telephone calls related to the cover, for purposes of keeping logs, training and quality control.
- Technical studies to analyse claims and premiums, adjust pricing, support the underwriting process and consolidate financial reports (including regulatory ones). Detailed analysis of claims in order to better monitor service providers and operations. Customer satisfaction analysis and construction of client segments to better adapt products to market needs.
- Obtaining and retaining all relevant and appropriate supporting documents for your claim, in order to provide services under this policy and validate your claim.
- Sending you feedback requests or surveys about our services, and other customer service communications.

We may disclose information about you and your insurance coverage to AXA Group companies, service providers and agents to manage and maintain your insurance coverage, provide travel assistance, prevent fraud, collect payments, and for other reasons, as required or permitted by applicable law.

We will ask for your consent separately before we use your personal data or disclose it to a third party for the purpose of contacting you regarding other products and services (direct marketing). You may withdraw your consent to marketing at any time, or refuse requests for feedback, by contacting the Data Protection Officer (see contact details below).

In connection with these activities, we may be required to send your personal data outside the United Kingdom or the European Economic Area (EEA). In this case, we will ensure that appropriate safeguards have been put in place to protect your personal data. This includes ensuring that standards similar to those of the UK and the EEA are in force and that the party to



whom we transfer the personal data under is contractual obligations to protect it according to appropriate standards.

We retain your personal information for as long as it is reasonably necessary to achieve the relevant objectives set out in this notice and to comply with our legal and regulatory obligations.

You are entitled to request a copy of the information we hold about you. You also have other rights regarding how we use your data, as indicated in our privacy policy on the website. Please notify us if you believe that any information we hold about you is inaccurate so that we can correct it.

If you have any questions or concerns about the use we make of your data, including to obtain a printed copy of the privacy policy on the website, or exercise your rights under the General Data Protection Regulation, please write to us at the following address:

Délégué à la Protection des Données (Data Protection Officer)

AXA

106-108 road station

Redhill

RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

You also have the right to refer the matter to the Commission Nationale Informatique et Liberté, particularly for any complaints, at the following address: <https://www.cnil.fr/fr/cnil-direct> or by letter to 3 place de Fontenoy, TSA 80715 - 75334 Paris cedex 07

## 10.2. Evidence agreement

The Policyholder accepts the dematerialisation of the relationship upon signature of the Insurance Policy by means of a dematerialised procedure and subject to the collection of the first insurance premium. This acceptance is valid for all subsequent insurance transactions and in relation to the Policy. AXA Assistance and the Policyholder expressly agree that any electronically signed document processed via the electronic procedure in place constitutes (i) the original of said document, (ii) documentary evidence within the meaning of Article 1316-1 of the French Civil Code having the same probative value as a handwritten paper document, and may validly be enforced against the Parties and be used as evidence in court in the event of a dispute, (iii) constitutes proof of the content of said document, of the identity of the Policyholder and of the Policyholder's consent vis-à-vis the obligations and consequences of the facts and rights arising from the electronically-signed document.

## 10.3. Subrogation

Unless otherwise stipulated, AXA Assistance is subrogated to the rights and actions of any individual or legal entity who is a Beneficiary of all or part of the cover under this agreement, against any third party responsible for the proximate cause of the claim, up to the amount of the costs incurred by it under this Policy.



#### 10.4. Sanctions and embargoes

AXA Assistance will not be required to provide cover, settle a claim or provide a service hereunder if the provision of such cover, the settlement of such a claim or the provision of such a service would expose AXA Assistance to any sanction or restriction under a United Nations resolution or pursuant to the sanctions, laws or trade and economic embargoes of the European Union, the United Kingdom or the United States of America.

#### 10.5. Limitation period

The limitation period is the period on the expiry of which action can no longer be taken.

Any action arising from this Policy is time-barred after two years from the date of the Qualifying Event (Art. L 114-1 and L. 114-2 of the French Insurance Code).

The limitation period may be interrupted by one of the ordinary causes of interruption as well as in the following cases:

- appointment of an expert after a claim;
- registered letter with acknowledgement of receipt (for payment of your premium\* or payment of the compensation);
- a court summons (even urgent interim proceedings), order to pay or seizure;
- any cause of interruption under ordinary law to the limitation period, as stipulated below. The provisions related to the limitation period for action arising from the insurance Policy are laid down in Articles L.114-1 to L.114-3 of the French Insurance Code and Articles 2240 to 2246 of the French Civil Code reproduced below:

Article 2240 of the French Civil Code: “The acknowledgement by the debtor of the right of the person against whom he is claiming interrupts the limitation period.”

Article 2241 of the French Civil Code: “Legal action, even urgent interim proceedings, interrupts the limitation period and the peremptory time limit.

The same applies when the claim is brought before a court without jurisdiction or when the act of referral to the court is quashed due to a procedural defect.”

Article 2242 of the French Civil Code: “Interruption resulting from the legal action has continuous effect until the proceedings end.”

Article 2243 of the French Civil Code: “The interruption is void if the claimant abandons his/her claim or allows the proceedings to lapse, or if the claim is definitively rejected.”

Article 2244 of the French Civil Code: “The limitation period or the peremptory time limit is also interrupted by a protective measure taken in application of the French Code of Civil Enforcement Procedures or of an act of enforced performance.”

Article 2245 of the French Civil Code: “Formal notice given to one of the joint and several debtors in legal action or an act of enforced performance or the acknowledgement by the debtor of the



right of the person against whom he is claiming interrupts the limitation period against all the others, even against their heirs.

However, formal notice given to one of the heirs of a joint and several debtor, or the acknowledgement by that heir does not interrupt the limitation period with regard to other joint-heirs, even in case of mortgage debt, if the obligation is divisible. This formal notice or this acknowledgement only interrupts the limitation period, with regard to other joint debtors, for the share by which this heir is bound.

To interrupt the limitation period for all, with regard to the other joint debtors, the formal notice must be addressed to all the heirs of the deceased debtor or the acknowledgement of all these heirs is necessary.”

Article 2246 of the French Civil Code: “Formal notice addressed to the principal debtor or his/her acknowledgement interrupts the limitation period against surety.”

Article L.114-3 of the French Insurance Code: In addition, the limitation period is interrupted or suspended against the party which is unable to act due to an impediment resulting from the law, the agreement or force majeure.

In accordance with Article 2254 of the French Civil Code, the parties to the insurance Policy may not, even by joint agreement, amend the duration of the limitation period or add causes for suspending or interrupting it.

## 10.6. Complaints and Mediation

In the event of a complaint concerning the implementation of the cover of the Policy, the Beneficiary can contact AXA Assistance at:

AXA Assistance

C/Tarragona n° 161,

08014- Barcelona, Spain

AXA Assistance undertakes to acknowledge receipt within ten (10) working days of receiving the complaint, unless a response is provided within this period. A response will be sent within a maximum of two (2) months unless the complexity of the complaint requires additional time.

If a disagreement persists, the Beneficiary can appeal to the Insurance Ombudsman, an independent personality, by writing to the following address:

La Médiation de l'Assurance

TSA 50110, 75441 Paris Cedex 09, France

Or by completing the referral form directly on the website [www.mediation-assurance.org](http://www.mediation-assurance.org).

There is no charge for this recourse. The Ombudsman's opinion is not binding and leaves the Beneficiary free to refer the matter to the competent French court. The Ombudsman will provide



an opinion within the time limit set in the Charter of ninety (90) days from receiving the complete file.

#### 10.7. Applicable law and court with jurisdiction

The Policy is drawn up in French. The law applicable to the Policy for its interpretation and performance is French law.

Any dispute relating to this Policy, which cannot be settled amicably by the parties or, if applicable, by the ombudsman, will be referred to the competent French court.

#### 10.8. Supervisory authority

Inter Partner Assistance (AXA Assistance), as an insurance company incorporated under Belgian law, is subject to the prudential supervision of the National Bank of Belgium, located at Boulevard de Berlaimont 14, 1000 Brussels, Belgium, VAT BE 0203.201.340, Brussels Trade Register ([www.bnb.be](http://www.bnb.be)).

\*\*\*\*\*