

**TRIP CANCELLATION - TRIP MODIFICATION INSURANCE FOR
NAMED CAUSES
INDIVIDUAL TRIPS
POLICY N° IB1600283CN1**

TABLE OF COVERAGE

INSURANCE COVERAGE	Amounts per person including VAT*
<p><input checked="" type="checkbox"/> TRIP CANCELLATION AND MODIFICATION:</p> <ul style="list-style-type: none"> - Illness, accident, hospitalization or death - Pregnancy complications - Counter-indications and consequences of vaccination - Redundancy on economic grounds - Summons to court - Summons to an exam resit - Destruction of professional and/or private premises - Theft from professional and/or private premises - New job or training course - Professional transfer, modification or rejection of paid leave dates by the employer - Rejection of a tourist visa application - Theft of identity documents, passport - Serious damage to your vehicle - Cancellation by the person accompanying the Policy holder 	<p>Depending on the cancellation fee terms and conditions 4,000 € max./person and 8,000 € max./event</p>

* Rate defined by applicable legislation

INSURANCE GENERALITIES

1. PURPOSE OF THE CONTRACT

The purpose of these General terms and conditions applicable to insurance/assistance contract n° IB1600283CN1 signed between EUROP ASSISTANCE (a company governed by the French Insurance Code) and the Subscriber is to define the rights and duties of EUROP ASSISTANCE, the Subscriber, and the Beneficiaries defined below.

They determine the services covered and provided by EUROP ASSISTANCE to the Beneficiaries of contract n°IB1600283CN1.

It has previously been stated that the Policy-holding Beneficiary who signs up to this contract may have reason to stay in a foreign country other than their country of residence for a previously determined and limited period of time, for the purpose of undertaking language studies, training courses or working holidays.

Nevertheless, the Insurer does not have a duty to provide insurance cover if doing so exposes it to:

- a sanction, prohibition or restriction resulting from United Nations resolutions;
- to commercial or economic sanctions resulting from the application of European Union, United Kingdom or United States laws and/or regulations.

2. DEFINITIONS

For the application of this contract, the terms below are defined as follows:

Accident

A sudden and unexpected event caused by the sudden effects of an external factor suffered by the Policy holder, not intended by the Policy holder, and resulting in the impossibility of the Policy holder from travelling by their own means. .

ACT OF TERRORISM

Any violent, criminal or illegal act committed against people and/or property in the country in which you are travelling, the purpose of which is to seriously threaten public order through intimidation and terror, and which is the subject of media coverage.

This act of terrorism must be recognised as such by the French Ministry of foreign and European affairs.

CANCELLATION

The pure and simple withdrawal of the trip you have reserved consecutive to reasons and circumstances listed in the “trip cancellation and modification” section and leading to the application of the “trip cancellation and modification” cover.

CLAIM

A claim is any unexpected event of a type that is included in the cover provided by this contract.

CLAIM DECLARATION AND MANAGEMENT CENTRE

AVI INTERNATIONAL, mandated by the Insurer

EVENT

Any situation defined by these General terms and conditions to be a cause of a request to the Insurer to provide cover.

FOREIGN COUNTRY

The term foreign country covers all countries except your country of residence.

FRANCE

France refers to metropolitan France and Monaco.

Hospitalization

The fact of receiving care in a hospital establishment requiring a stay of a minimum of 24 consecutive hours.

Are considered to be a Hospital establishment: a hospital or clinic authorised to carry out acts and treatments on sick or injured persons, that has the authorisations from the local public authorities and the staff required to carry out these practises.

ILLNESS

A pathological condition diagnosed by a medical doctor that strictly prevents leaving the Residence and requiring medical care and the complete halt to all professional activity.

INSURER

The insurance cover and assistance services are provided by EUROP ASSISTANCE, a company governed by the French Insurance Code, a joint stock company with a share capital of 35,402,786 €, 451 366 405 RCS Nanterre, with its company headquarters at 1, promenade de la Bonnette, 92230 Gennevilliers also acting in the name and on behalf of its Irish branch of

which the trading name is EUROP ASSISTANCE SA IRISH BRANCH and of which the main establishment is at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland., registered in Ireland under certificate N° 907089.

In this contract, EUROP ASSISTANCE is referred to by “us” or “we”.

MAJOR EVENT AT THE DESTINATION

In the framework of this contract there are three causes that may constitute a Major event:

- major climatic events that fulfil all the following conditions: climatic events such as flooding caused by a river bursting its banks, flooding from run-off water, flooding and mechanical shocks caused by the action of waves, sea flooding, mud slides and lava flows, tidal waves, earthquakes, volcanic eruptions, cyclones and abnormally intense storms that, if they occurred in France, are the subject of a Natural Disaster order or, if they occurred in a Foreign country, caused severe material damage and/or human loss of life and injury,
- major health events in the destination country or zone listed by the World Health Organization and leading to an epidemic or a pandemic risk,
- major political events, both in terms of intensity and duration, causing either serious disturbances to public order within a State, or armed conflict between several States or within a single State between armed groups. These are the countries for which the French Ministry of foreign and European affairs has issued a formal travel warning.

Maximum per event

If the cover extends to several Policy holders who are all the victims of a single event, the Insurer's coverage is limited to the maximum amount defined for this coverage whatever the number of victims. Going forward, the compensation is reduced and prorated proportionally to the number of victims.

Modification

The postponement of the dates for the trip you have reserved consecutive to reasons and circumstances listed in the “trip cancellation and modification” section and leading to the application of the “trip cancellation and modification” cover.

NATURAL DISASTER

A natural phenomenon such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural disaster caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities in the country in which it occurs.

POLICY HOLDER

The Policy holder is considered to be a physical person staying in a foreign country who has signed this contract with the Subscriber, and whose surname and name feature on the subscription form or on the list of participants supplied by the tour operator and on the insurance card, and who has paid the corresponding premium, In this contract, Policy holders are also referred to as “you”.

Pre-existing conditions

Any event, the origin of which is a pre-existing illness and/or injury that has been diagnosed and/or treated by continuous hospitalization, day hospitalization or outpatient hospitalization during the 6 months prior to the trip start date cannot be covered, whether the event is the appearance or the deterioration of the said condition.

RESIDENCE

Your main and usual place of residence declared as such on your income tax returns filed before your departure abroad is considered to be your Residence.

SUBSCRIBER

REFERS TO AVI INTERNATIONAL

3. WHICH TYPES OF TRIP ARE COVERED?

The insurance coverage applies to trips:

- for leisure or professional reasons, fixed price trips, rentals, cruises, travel tickets (including flight only) reserved by the contract trip organizer and of which the dates, destination and price feature on the invoice issued by the trip organizer.

4. WHAT IS THE CONTRACT'S GEOGRAPHICAL COVERAGE?

The insurance coverage applies to the whole world.

5. HOW TO USE OUR SERVICES

A. YOU WISH TO MAKE A CLAIM COVERED BY THE INSURANCE COVERAGE:

Within 5 working days starting from the moment you became informed of the Claim event, You, or a person acting on your behalf, must notify your claim to the following address or contact details:

AVI INTERNATIONAL
40-44 Rue Washington
75008 PARIS
FRANCE

e-mail: claims@avi-international.com

If you do not meet this deadline, you will lose the benefits of your insurance coverage for this Claim if we can establish that the delay was prejudicial to us.

B. WHAT ARE THE CONDITIONS FOR THE COVERAGE TO APPLY?

We reserve the right to request any proof to support any insurance claims (death certificate, proof of family relationship, proof of Residence, proof of expenses and your tax due notice on condition that all information on it other than your name, address and persons living under your roof has been redacted).

We will take action on the strict condition that the Event concerned by the cover was uncertain at the time the policy was taken out.

C. MULTIPLE COVERAGE

If the risks covered by this contract are also covered by another insurance policy, you must inform us of the name of the insurance company with which the other policy was taken out (article L 121-4 of the French Insurance Code) as soon as your become aware of this information, and at the latest when making the Claim.

D. FALSE DECLARATIONS

When they change the subject of the risk or reduce our opinion of the risk:

- **if you withhold information or deliberately make false declarations your contract will be null and void. The premiums paid remain in our possession and we will be entitled to demand the payment of all due premiums as defined by article L 113-8 of the French Insurance Code,**
- **if you withhold information or make incorrect declarations but it cannot be proved that you did so intentionally, the contract will be terminated 10 days after notice sent to you by registered letter and/or the application of reduced compensation in compliance with article L 113-9 of the French Insurance Code.**

E. LOSS OF COVERAGE THROUGH FRAUDULENT DECLARATIONS

In the event of a Claim or a request for assistance using insurance coverage (as defined in these General terms and conditions), if you knowingly use incorrect documents as elements of proof or use fraudulent practices or make false declarations or withhold information, you will lose all entitlement to the insurance coverage defined in these General terms and conditions for which these declarations are required.

TRIP CANCELLATION AND MODIFICATION:

1. WHAT WE COVER

We will refund all deposits or any amounts kept by the trip organizer under the trip sale terms and conditions **(except for administration fees, the insurance premium and the airport taxes that are refunded by the transporter)** when you are forced to cancel your trip or to modify your trip dates before the departure date.

Please note that airport taxes included in the ticket price are fees linked to the actual boarding of passengers and that the airport operator has a duty to refund these amounts if you do not board a plane. You should read the general sale or transport terms and conditions to find out the procedure to obtain a refund of these taxes (article L 113-8 of the French Consumer Code).

2. WHEN DO WE PROVIDE COVER?

We provide cover exclusively for the reasons and circumstances listed below:

2.1 DEATH, ILLNESS, ACCIDENT (including the deterioration of anterior illnesses and the after effects of a previous accident) HOSPITALIZATION:

- of yourself, your spouse or partner, or the person accompanying you on condition that they feature on the same invoice for this insurance policy,
- of your ascendants or descendants and/or those of your spouse or partner or of the person accompanying you, on condition that they feature on the same invoice for this insurance policy,
- of your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,

2.2 DEATH or HOSPITALIZATION for over 48H:

- of one of your uncles, aunts, nephews and nieces.

We provide cover if the Policy holder is contacted for an organ transplant on condition that the date of the transplant was not known to the Policy holder when they subscribed to the insurance.

2.3 COMPLICATIONS in the Policy holder's **PREGNANCY**, pathological pregnancy, miscarriage, therapeutic abortion, childbirth and their effects if they occur before the 28th week of pregnancy.

We also provide cover in the event of a pregnancy **that was unknown at the time the trip was reserved resulting in the trip being contra-indicated by its very nature as validated by a medical authority.**

2.4 CONTRA-INDICATION AND CONSEQUENCES OF VACCINATION

We provide cover when the Policy holder cancels or modifies their trip following a vaccination contra-indication pronounced by a medical authority.

We also provide cover when, following a vaccination, the Policy holder's state of health duly confirmed by a medical authority forces them to cancel or modify their trip.

2.5 REDUNDANCY ON ECONOMIC GROUNDS

- of yourself,
- of your partner,

if the decision or the summons to the prior interview (mandatory under French labour law) were unknown when your trip was reserved or when this contract was subscribed to.

2.6 SUMMONS BEFORE A COURT ONLY IN THE FOLLOWING CASES:

- when you are summoned for jury duty,
- in the framework of child adoption proceedings,
- court summons in divorce proceedings on condition that the date the divorce was recorded by the court is after the date this contract was subscribed to,

The date of the summons must fall within your trip dates.

2.7 SUMMONS TO RESIT AN EXAM

Following the failure of an exam unknown at the time the trip was reserved (higher education only). The said exam date must fall within your trip dates.

2.8 DESTRUCTION OF PROFESSIONAL AND/OR PRIVATE PREMISES

This must occur after the date this contract was subscribed to and must be caused by a fire, an explosion or water damage on condition that the said premises are over 50% destroyed.

2.9 THEFT FROM PROFESSIONAL OR PRIVATE PREMISES

The importance of the theft must require your presence and occur within the 48 hours preceding your departure.

2.10 A NEW JOB OR A TRAINING COURSE THAT IS TO BEGIN BEFORE OR DURING THE TRIP IF THE POLICY HOLDER IS REGISTERED WITH THE UNEMPLOYMENT AGENCY

2.11 PROFESSIONAL TRANSFER, MODIFICATION OR REJECTION OF PAID LEAVE DATES BY THE EMPLOYER

The employer must have agreed to the paid leave before the trip was reserved.

The following socio-professional categories are excluded from this coverage: company directors, professions, tradesmen and part time entertainment workers.

You remain liable for **an excess which is indicated in the Coverage table.**

2.12 REJECTION OF A TOURIST VISA BY THE COUNTRY'S AUTHORITIES

No previous application must have been made and rejected by the authorities of the same country.

Proof from the Embassy will be required.

2.13 THEFT OF IDENTITY DOCUMENTS, PASSPORT

In the 48 hours prior to the departure if these documents are essential to your trip.

You remain liable for **an excess which is indicated in the Coverage table.**

2.14 SERIOUS DAMAGE TO YOUR VEHICLE

Occurring in the 48 hours prior to your departure, making it impossible to repair the vehicle within the time needed to allow you to travel to the meeting point set by the trip organizer, or to travel to your trip location on the date initially planned, and on condition that your vehicle is essential to your travel there.

2.15 CANCELLATION BY THE PERSON ACCOMPANYING THE POLICY HOLDER who registered at the same time as the Policy holder and is insured under this same contract, when the cause of the cancellation is one of those listed above. However, if the Policy holder wishes to travel without this person, the Insurer will refund additional hotel costs resulting from this cancellation, or single cabin charges on condition that the cancellation request has been the subject of a refund.

The "TRIP CANCELLATION" coverage does not cover the impossibility of leaving for the trip caused by the material organization of the trip by the organizer (tour operator, airline), including for flights only and/or their failure (strike, cancellation, postponement, delay), or the accommodation conditions and the safety of the destination.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract contained in the "WHAT ARE THE GENERAL EXCLUSIONS THAT APPLY TO THE CONTRACT?" SECTION in the "CONTRACT FRAMEWORK" chapter, the following are excluded:

- **cancellation caused by the hospitalization of a person when the trip is reserved or the contract subscribed,**
- **illness requiring medication-based psychic and/or psycho-therapeutic treatments (including for nervous breakdown) except when it has resulted in hospitalization in excess of 4 consecutive days on the date your trip was cancelled,**
- **forgotten vaccines,**
- **accidents resulting from the practise of the following sports: bob-sleigh, rock climbing, skeleton, mountain climbing, competitive sledge riding, all aerial sports, as well as those resulting from the participation in or training for matches or competitions,**
- **the failure, for any reason whatsoever, to present essential travel documents such as a passport, visa, travel tickets, vaccination certificates, except in the event of a theft of the passport or identity card on the date of departure correctly declared to the relevant authorities,**
- **illnesses and accidents that have already been diagnosed or declared, relapses, deterioration or a hospitalization between the your trip purchase date and the date this contract was subscribed to,**
- **administration fees, taxes, visa fees and insurance premiums relative to the trip.**
- **Cancellations and modifications by the transporter or trip organizer for whatever reason.**

4. WHAT IS THE AMOUNT OF OUR COVER?

We cover the trip cancellation or modification costs incurred on the date the Event that may trigger the cover occurs, in compliance with the trip organizer's general sales terms and conditions, **with the minimum indicated in the Table of Coverage.**

5. HOW LONG DO WE HAVE TO MAKE THE CLAIM?

You must notify your trip organizer immediately and notify us within the 5 working days following the Event that triggers the cover. To do this, you must send us the completed claim form that you will find at the end of these General terms and conditions.

In the event of the late cancellation, modification and/or notification, we will only pay the Cancellation fees payable on the date of the Claim event that triggered the trip Cancellation or modification.

COVER LIMITS

The compensation due under this cover cannot exceed the actual penalty amount invoiced consecutive to the trip cancellation. Administration fees, taxes, visa fees and insurance premiums are not refundable.

6. WHAT ARE YOUR DUTIES IN THE EVENT OF A CLAIM?

Your declaration must be accompanied by:

- for Illness or an Accident, a medical certificate indicating the origin, type, seriousness and foreseeable consequences of the Illnesses or Accident, as well as a copy of the sick leave certificate if you are an employee. For an accident, it is mandatory for the medical certificate to state that the Policy holder must not travel anywhere by their own means. For an illness, the medical certificate must mention the fact that the person is strictly prohibited from leaving their Residence as well as the need for medical care and the strict halt to any professional activity.
- for hospitalization, a hospitalization certificate,
- in the event of death, a death certificate and a certificate proving the family relationship,
- in the event of redundancy on economic grounds, a copy of the redundancy letter, a photocopy of the employment contract and a copy of a payslip indicating the balance,
- in all other cases, any documentary evidence.

It is mandatory to attach the medical certificate in a sealed envelope for the attention of the medical expert we indicate. To this effect you must release your doctor from any medical privilege relative to this medical expert. The policy holder claiming coverage must provide all the contractually required documents without the possibility of giving any reasons preventing them from doing so other than *force majeure*, failing which the cover will be voided. If you refuse without any valid reason, you will risk the loss of your entitlement to the cover.

You explicitly agree to our right to subject the cover to the compliance with this condition.

You must also send us any information or documents requested to prove the reason for your trip Cancellation or modification, especially:

- Social security statements or statements from any similar organization concerning the refund of treatment costs and the payment of daily compensation,
- the original copy of the cancellation invoice drawn up by the trip organizer who subscribed to the contract;
- your contract number,
- the subscription document issued by the travel agent or the trip organizer,
- for an Accident, you must give the causes and circumstances and provide the names and addresses of liable parties and, if possible, witnesses.

CONTRACT FRAMEWORK

This contract is governed by French law.

1. DATE OF EFFECT AND DURATION

The “TRIP CANCELLATION OR MODIFICATION” cover comes into effect on the day you subscribe to the contract and expires on your departure date.

2. RENOUNCEMENT FOR MULTIPLE COVERAGE

In compliance with article L112-10 of the French Insurance Code, the Policy holder who takes out an insurance policy for non professional purposes who can prove an earlier cover for one of the risks covered by this new contract may renounce this new contract without incurring any fees or penalties, as long as it has not been fully performed or if the policy holder has not made use of any cover, within a deadline of fourteen calendar days starting from the signature of the new contract.

This renouncement is notified by letter or email to the following addresses:

By letter: **AVI**
40-44 Rue Washington
75008 PARIS

By e-mail: Contact-fr@avi-international.com

The insurer will refund the premium paid by the policy holder within thirty days of the date the right to renouncement is exercised, unless a claim under the contract occurs during the renouncement period.

3. HOW IS PROPERTY DAMAGE COVERED BY THE INSURANCE POLICY ASSESSED?

If the damage cannot be determined privately between the parties, it is assessed using amiable and mandatory expertise, on condition of our respective rights.

Each party chooses their own expert. If these experts cannot come to an agreement, they will call on a third expert, all three coming to a majority decision between them.

In the event of the failure by ourselves or yourself to appoint an expert, or if the 2 experts fail to come to an agreement on the choice of a 3rd expert, the appointment is made by the President of the court of first instance of the place where the Claim event occurred. This appointment is made by a simple request signed by at least one of us, the party who has not signed is summoned to the expertise by registered letter.

Each party pays their expert's costs and fees and, when applicable, half of the third expert's fees.

4. WHEN WILL I RECEIVE MY COMPENSATION?

Payment will be made within 5 days of the agreement between us, or following an applicable court ruling.

5. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?

The contract's general exclusions are those common to all the insurance cover described in these General terms and conditions.

Are excluded:

- civil or foreign wars, riots, popular uprisings,
- the deliberate participation of a Policy holder in riots, strikes, brawls or assault and battery,
- the consequences of the disintegration of an atomic core or any radiation from a radioactive energy source,
- unless waived, an earthquake, volcanic eruption, tidal wave, flood or natural disaster except in the framework of the French N° 82-600 Act of 13th July 1982 covering the compensation of the victims of natural disasters (for insurance cover),
- the consequences of the use of medication, drugs, narcotics and assimilated products not available by prescription, and of the abuse of alcohol,
- any deliberate act by you that may trigger the coverage of this contract.

6. SUBROGATION

After having committed costs in the framework of our insurance coverage, we are subrogated in the rights and proceedings that you may be entitled to against third parties liable for the Claim, in compliance with article L 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of costs we have engaged in the performance of this contract.

7. WHAT ARE THE STATUTES OF LIMITATION?

Article L 114-1 of the French Insurance Code:

All proceedings resulting from an insurance contract have a statute of limitations of two years from the date of the event. However, this deadline only applies:

1° In the event of non-disclosure, omission, false or incorrect declaration about the risk, from the date the Insurer discovered it.

2° In the event of a Claim, only from the date the interested parties discovered it if they prove that they had no prior knowledge until that date. When proceedings by the policy holder against the Insurer are due to third party proceedings, the statute of limitations only begins to run starting on the date the third party initiated legal proceedings against the policy holder or was compensated by them.

Article L 114-2 of the French Insurance Code:

The statute of limitations is interrupted by any of the ordinary causes of interruption, and by the appointment of experts following a claim. The interruption of the statute of limitations for the proceedings can, amongst other things, result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the policy holder concerning premium payment proceedings, and by the policy holder to the insurer covering the payment of compensation.

Article L 114-3 of the French Insurance Code:

By derogation to article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, either change the duration of the statute of limitations, nor add to the terms to suspend or interrupt it.

The ordinary causes of the suspension of the statute of limitations are defined in articles 2440 to 2446 of the French Civil Code: the recognition by the debtor of the right they were claiming the statute of limitations against (article 2240 of the French Civil Code), legal proceedings (articles 2241 to 2243 of the French Civil Code), a forced performance (articles 2244 to 226 of the French Civil Code).

8. COMPLAINTS - DISPUTES

If you have a complaint or disagreement, you can contact:

**Europ Assistance
Service Remontées Clients
1 promenade de la Bonnette
92633 Gennevilliers Cedex.**

If the processing time is in excess of ten working days, a letter informing you of the delay will be sent to you within this period. You will be sent a written answer to your complaint within a maximum of two months from the date the initial complaint was received.

If the disagreement persists after the processing of your request by our Customer Feedback Department, You can apply to the Ombudsman by writing to:

**The Insurance Ombudsman
TSA 50110
75441 Paris Cedex 09**

You have the right to initiate proceedings in the competent jurisdiction at all times.

9. INSPECTION AUTHORITY

The authority in charge of inspection is the Autorité de Contrôle Prudentiel et de Résolution - A.C.P.R. – 61, rue Taitbout – 75436 Paris cedex 09.

10. DATA PRIVACY

All the data collected by EUROP ASSISTANCE FRANCE, 1 promenade de la Bonnette, 92633 Gennevilliers Cedex, when one of its services is subscribed to and/or when providing services, are required in order to be able to perform the duties we have to you. Failing the provision of the requested information, EUROP ASSISTANCE FRANCE will not be able to supply the services you have wished to subscribe to.

This data is reserved for use by EUROP ASSISTANCE FRANCE departments in charge of your contract and may be communicated to EUROP ASSISTANCE FRANCE service contractors or partners for the sole needs of performance of the service.

EUROP ASSISTANCE FRANCE also reserves the right to use your personal data for quality monitoring or statistical study purposes.

EUROP ASSISTANCE FRANCE may be led to communicate some of your personal data to the partners at the origin of this insurance cover.

You have a right to access, modify, correct and delete your data by writing to: EUROP ASSISTANCE FRANCE, Service Remontées Clients, 1 promenade de la Bonnette, 92633 Gennevilliers cedex.

If a transfer of your personal data is made outside the European Union in order to perform the requested service, EUROP ASSISTANCE FRANCE will take the contractual measures with the addressees to secure this transfer.

If you wish to be informed of other services and any other commercial information about the EUROP ASSISTANCE GROUP, please tick the box reserved to this effect on the data collection form.

Furthermore, Policy holders are informed that phone conversations between themselves and EUROP ASSISTANCE FRANCE may be recorded for quality monitoring and staff training purposes. These recordings will be kept for 2 months. Policy holders may object to this by making their refusal known to their contact.