

## GENERAL PROVISIONS N° 78 820 793

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code (Code des Assurance 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

Allianz Eurocourtage, hereinafter referred to as "us", whose registered office is located at:

**Allianz Eurocourtage**  
Immeuble Elysées La Défense  
7 place du Dôme  
TSA 21017 – 92099 La Défense Cedex

#### 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

The term "home" or "domicile" means your place of main and usual residence; your home or domicile must be located 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 – BP 80063  
33260 LATESTE 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.

#### 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?

We cannot intervene when your cover, service, or benefit claims are consequences of damage, injury, or loss resulting from:

- civil war or war with a foreign power, a riot or civil unrest, or a strike;
- intentional participation of an insured person in riots or strikes;
- disintegration of atomic nuclei or any irradiation coming from ionising radiation;
- alcohol abuse, drunkenness, and use of drugs, narcotics, or medicines that are not medically prescribed;
- any intentional act, including suicide, that might lead to application of the cover of the contract, and any consequences of criminal proceedings that might be taken against you;
- duels, bets, crimes, and brawls (except in cases of legitimate defence);
- doing the following sports: bobsleigh, skeleton, mountaineering, competitive sledging, air sports except for parascending, sports resulting from taking part in or training for official matches or competitions organised by a sports federation/association;
- absence of uncertainty.

### HOW IS YOUR COMPENSATION CALCULATED IN THE EVENT OF A CONTESTED SETTLEMENT?

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.

## WHAT PENALTIES ARE APPLICABLE IN THE EVENT YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS?

Any fraud, reticence, or intentional false declaration by you about the circumstances or the consequences of a loss shall result in loss of any right to benefit or compensation for that loss.

## WHAT IS THE PROCEDURE FOR EXAMINATION OF COMPLAINTS?

In the event of difficulties, you should send your complaint to:

### Allianz Eurocourtage

Service des relations avec les consommateurs (Customer Relations Department)  
Immeuble Elysées La Défense  
7 place du Dôme  
TSA 21017 – 92099 La Défense Cedex

Finally, if you still disagree after the reply has been given, you may ask for the opinion of the Mediator under the conditions that shall be disclosed to you merely at your request to the following address.

## AUTHORITY IN CHARGE OF OVERSEEING THE INSURANCE COMPANY

### L'Autorité de Contrôle Prudentiel (Prudential Oversight Authority)

61 rue Taitbout  
75436 PARIS CEDEX 09

## INFORMING THE POLICYHOLDER ABOUT THE PROVISIONS OF THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTES-CNIL (French Data Protection Commission)

Named data is processed in compliance with the French data protection law (loi informatique et libertés of 6 January 1978) as amended. Processing of such data is necessary for managing the contract and the cover thereof. Such data is intended for the broker, for the insurer, and for the insurer's representatives, agents, and subcontractors, for the reinsurers, and for professional organisations within the framework of the legal and regulatory provisions.

The subscriber has the right to access, to rectify, and to object by email to [relationsconsommateurs@allianz.fr](mailto:relationsconsommateurs@allianz.fr) or by mail to Allianz Eurocourtage - Service des relations avec les consommateurs – Immeuble Elysées La Défense - 7 place du Dôme – TSA 21017 – 92099 La Défense Cedex - email: [relationsconsommateurs@allianz.fr](mailto:relationsconsommateurs@allianz.fr)

That data may be used for commercial prospecting purposes by the firms of the Allianz Group.

## SUBROGATION

After paying compensation to you, apart from compensation paid under the travel Accidents cover, we are subrogated to the rights and actions that you may have against the third parties responsible for the loss, as provided for by Article L.121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the compensation that we have paid or of the services that we have provided.

## WHAT IS THE TIME LIMIT FOR TAKING ACTION?

Any action concerning this contract may be taken only for a time limit of two years as from the event from which the action stems under the conditions determined by Articles L. 114-1 and L. 114-2 of the French Insurance Code.

## 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°78 820 793

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

| 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

### I. CANCELLATION FOR ALL CAUSES WITH NOTED EXCEPTIONS

| TAKING OF EFFECT  | EXPIRY OF THE COVER  |
|---|--|
| Cancellation: 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 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).

## 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.

**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 invoiced 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?

1. 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:**

- all of the photocopies of the prescriptions prescribing medicines, analyses, or examinations, and any documents evidencing dispensing of such medicines or performance of such analyses or examinations, and in particular the state health insurance fund reimbursement forms bearing copies of the corresponding stickers for the prescribed medicines.
- the reimbursement statements from Social Security or from any other similar body, relating to reimbursement of the costs of treatment and to payment of daily sickness benefit;
- the original of the paid invoice for the amount you were bound to pay to the organiser or that the organiser is keeping;
- the number of your insurance contract;
- the enrolment slip issued by the travel agent or the organiser;
- in the event of accident, you should specify the causes and circumstances and provide us with the names and addresses of those who are liable, and, where applicable, of witnesses.

Furthermore, it is expressly agreed that you accept in advance the principle of examination by our medical examiner. Therefore, if you oppose such examination without legitimate reason, you lose your rights to the cover.

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

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

#### II. TRIP INTERRUPTION COSTS

| TAKING OF EFFECT   | EXPIRY OF THE COVER  |
|--|--|
| Trip Interruption Expenses: On the scheduled day of departure – at the place to report to that is indicated by the organiser | Trip Interruption Expenses: On the scheduled day of return – (at the place from which the group disperses) |

#### WHAT DO WE COVER?

Following your medical repatriation organised by Allianz Eurocourtage or by any other assistance company, we shall refund to you and to the members of your family or to a person who is/are insured under the present contract and who is/are 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 on site hospitalisation.

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.

#### 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

