

## GENERAL TERMS AND CONDITIONS

As with any insurance policy, there are reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are explained in the pages that follow.

### PROVISIONS COMMON TO ALL COVERAGE

#### DEFINITIONS

**Risk:** unintentional, unforeseeable, unavoidable and external event.

#### **Insured**

The persons duly insured under this policy hereinafter referred to by the term "you".

#### **Insurer / Provider**

Allianz IARD hereafter referred to as "we", whose headquarters is located at:

**Allianz IARD**  
87, rue de Richelieu  
75002 PARIS

#### **Attack / Acts of terrorism**

Attack refers to any act of violence, constituting a criminal or illegal attack, made against persons and/or property, in the country in which you are staying, the purpose of which is to seriously disturb public order.

This attack will be recorded by the French Ministry of Foreign Affairs.

#### **Natural disasters**

The abnormal intensity of a natural agent not arising from human intervention.

#### **Insurance Code**

Collection of legislative and regulatory texts which govern the insurance policy.

#### **Home address**

Home address refers to your main and usual place of residence; your home address must be in Europe.

#### **DROM POM COM (FRENCH OVERSEAS TERRITORIES)**

DROM POM COM refers to the new designations of DOM TOM since the Constitutional Reform of 17 March 2003, arising from change in the DOM TOM names and their definitions.

#### **Transport company**

Transport company refers to any company duly approved by the public authorities for the transporting of passengers.

#### **Europe**

"Europe" refers to the countries of the European Union, Switzerland, Norway or the Principality of Monaco.

#### **Excess**

Part of the compensation that you are responsible for.

#### **Mainland France**

Mainland France refers to: mainland France and Corsica, including the DROM POM COM (new DOM TOM names since the constitutional reform of 17 March 2003).

#### **Insurance claims management agency**

#### **GRITCHEN AFFINITY**

Rue Charles Durand  
BP 66048  
18024 BOURGES,  
FRANCE Cedex

#### **Strike**

A collective action consisting in a concerted cessation of work by the employees of a company, an economic sector or a professional category aimed at support claims.

#### **Civil war**

Civil war refers to the armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup, application of martial law or closure of the borders controlled by the local authorities.

#### **Foreign war**

Foreign war refers to the armed opposition declared or not by one State to another State, as well as any invasion or state of siege.

#### **Illness / Accident**

Any deterioration in health detected by a medical authority, requiring medical care and the absolute cessation of any professional or other activities.

#### **Family member**

Family member is defined as any person that can prove a family relationship (by law or by fact) to the insured.

#### **Pollution:**

Environmental degradation by introducing substances not naturally present in the environment into the air, water or soil.

#### **Usual residence**

The policyholder's usual residence refers to their place of residence for tax purposes; your main residence must be located in Europe.

**Claim**

Event likely to lead to the application of the policy's cover.

**Subscriber**

The policyholder, natural or legal person who takes out the insurance policy.

**Subrogation**

The legal situation through which a person transfers the rights of any other person (including: substituting the Insurer for the Policyholder for prosecution purposes against the opposing party).

**Third party**

:

Any person other than the Insured liable for damage.

Any Insured who is a victim of consequential bodily, material or immaterial injury caused by another Insured (the Insured are regarded as third parties in respect of each other).

**WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?**

The coverage and/or benefits contained in this policy shall apply worldwide.

**WHAT IS THE POLICY TERM?**

The validity period corresponds to the duration of the services sold by the trip organiser.

**In any case the cover period may not exceed 3 months from the trip departure day.**

**The "CANCELLATION" coverage shall take effect on the date of subscription to this policy and shall expire on the trip departure day (outbound journey).**

**WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERAGE?**

We cannot intervene when your coverage or benefit requests are the result of damage resulting from:

- . **Epidemics, natural disasters and pollution;**
- . **Civil or foreign war, a riot, popular movement or strike;**
- . **The voluntary participation of an insured person in riots or strikes;**
- . **The release of nuclear radiation or any radiation from ionising radiation;**
- . **Alcoholism, drunkenness, drug use, narcotics, drugs not medically prescribed;**
- . **Any intentional act which may trigger the policy coverage and any consequences of a criminal procedure which you are involved in;**
- . **Fights, bets, crimes, brawls (except self-defence);**
- . **Engaging in the following sports: bob-sleigh, skeleton, mountaineering, luge competition, aviation sports with the exception of parasailing as well as those resulting from participation or training in official matches or competitions, organised by a sports federation;**
- . **Suicide and the consequences of suicide attempts;**
- . **Lack of uncertainty.**

**HOW IS YOUR COMPENSATION CALCULATED?**

If the compensation cannot be determined by mutual agreement, it is evaluated by an amicable expert, subject to our respective rights.

We each choose our own expert. If these experts do not agree, they will call on a third expert and all three will work together and by a majority of votes.

If one of us fails to appoint an expert or the two experts fail to agree on the choice of a third expert, the appointment shall be made by the President of the High Court, in summary proceedings. Each co-contracting party shall bear the costs and fees of their expert, and if applicable, half of those of the third expert.

## **HOW SOON WILL YOU BE COMPENSATED?**

The settlement will take place within a period of fifteen days from the agreement between us, or from the notification of the enforceable judicial decision.

## **WHAT PENALTIES APPLY IN THE EVENT OF AN INTENTIONAL FALSE DECLARATION MADE BY YOU AT THE TIME OF THE CLAIM?**

Any fraud, non-disclosure or intentional false declaration made by you about the circumstances or consequences of a claim will result in the loss of any entitlement to a benefit or compensation for this claim.

## **WHAT ARE THE CLAIM REVIEW PROCEDURES?**

In the event of difficulties, you must send your claim to:

Allianz  
Services des relations avec les consommateurs  
(Consumer Relations)  
Immeuble Elysées La Défense  
7 place du Dôme  
TSA 21017  
92099 La Défense, France  
Cedex

Lastly, if you are not satisfied by the answer provided, you may request the opinion of the Ombudsman under the terms which you will be notified of after sending a request to the above address.

## **AUTHORITY RESPONSIBLE FOR OVERSEEING THE INSURANCE COMPANY**

L'Autorité de Contrôle Prudentiel  
61 rue Taitbout  
75436 PARIS, FRANCE  
CEDEX 09

## **POLICYHOLDER'S INFORMATION ON THE PROVISIONS OF THE NATIONAL COMMISSION FOR COMPUTING AND FREEDOM-CNIL**

Personal information is processed in compliance with the law on computing and freedom of 6 January 1978, as amended. Its processing is necessary to manage the policy and its coverage. It is intended for the broker, the insurer, their agents and subcontractors, reinsurers as well as for professional bodies in the context of the legal provisions and regulations.

The policyholder has the right to access, amend and refuse by sending an email to [relationconsommateurs@allianz.fr](mailto:relationconsommateurs@allianz.fr) or a letter to Allianz - Service des relations avec les consommateurs - TSA 21017 - 92099 La Défense, France Cedex.

## **SUBROGATION**

After having paid you compensation, with the exception of that paid under the Travel Accidents cover, we are subrogated in the rights and actions that you can have against the third party responsible for the accident, as provided for in Art. L. 121-12 of the French Insurance Code.

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

## **WHAT IS THE LIMITATION PERIOD?**

Any action relating to this policy may only be exercised within a period of two years from the date of the event which caused it according to the conditions determined by Articles L.114-1 and L.114-2 of the French Insurance Code.

## **WHAT ARE THE LIMITS APPLICABLE IN CASES OF FORCE MAJEURE?**

We cannot be held responsible for shortcomings in the implementation of the Assistance benefits resulting from

**cases of force majeure or from the following events: civil or foreign wars, known political instability,**

popular movements, riots, acts of terrorism, retaliation, a restriction on the free movement of persons and goods, strikes, explosions, natural disasters, release of nuclear radiation, or from the delays in the implementation of benefits resulting from the same causes.

**SCHEDULE OF COVERAGE AMOUNTS**

COVERAGE	AMOUNTS
<b>CANCELLATION COSTS</b>	According to the conditions of the cancellation fee rates
	€5,000 per rental or pitch with a maximum of €30,000 per event
Excess	€45 per rental
COVERAGE	AMOUNTS
<b>TRIP INTERRUPTION COSTS</b>	Refund of unused on-the-ground services pro rata temporis, with a limit of €4,000 per rental or pitch and a maximum of €25,000 per event

EFFECTIVE	EXPIRATION OF THE COVER
Cancellation: The subscription date of this policy	Cancellation: The departure date - group meeting point (outbound journey)
Other coverage: The planned departure date - organiser meeting point	Other coverage: The planned trip return date (group separation point)

The other coverage listed above are applicable for the duration of the trip corresponding to the invoice issued by the organiser with a maximum of 90 days from the trip departure date.

**SUBSCRIPTION PERIOD**

For the Cancellation cover to be apply, this policy will have to be subscribed at the same time as booking the trip or prior to the commencement of the cancellation cost rates.

## CANCELLATION COSTS LISTED DANGERS

EFFECTIVE	EXPIRATION OF THE COVER
Cancellation: The subscription date of this policy	Cancellation: The departure date - group meeting point (outbound journey)

### WHAT DO WE COVER?

The cover provides for the reimbursement **to the insured tenant**: of the sums actually paid by the Insured and the cancellation or amendment charges due under this policy, to the extent of the amounts provided for in the "Schedule of coverage" below subject to the deduction of transport taxes (e.g. airline taxes) and tourist taxes, insurance premiums and administration fees, if the Insured tenant cannot leave for one of the reasons listed below.

### WHICH CASES DO WE INTERVENE IN?

We intervene on the grounds and circumstances listed below, with the exclusion of any other. **SERIOUS**

#### ILLNESS, SERIOUS ACCIDENT OR DEATH

(including a relapse, the worsening of a chronic or pre-existing disease, as well as any consequences and in the aftermath of an accident which occurred prior to the subscription of the policy):

- involving yourself, your spouse or common-law partner;
- involving your ascendants or descendants, grandchildren, and/or those of your spouse or common-law partner;
- involving your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law;
- in the event of the death of your uncle, aunt, nephews and nieces;
- involving your professional replacement, provided that his/her name is mentioned when taking out the policy;
- involving a legal guardian;
- involving a person usually living under your roof.
- involving the person in charge during your trip:
  - involving the carer of your minor children, provided that his/her name is mentioned when taking out the policy;
  - involving the carer of a disabled person, provided that they live under the same roof as you, that you are the legal guardian and that his/her name is mentioned when taking out the policy.

We only intervene if the illness or accident formally prevents the person from leaving home, requiring medical care and prevents them from exercising any professional or other activity.

COMPLICATIONS DUE TO PREGNANCY which results in the absolute cessation of all professional or other activity and provided that the person is not with more than 6 months pregnant at the time of departure.

Or

If the nature of the trip is incompatible with you being pregnant provided that you did not know about your condition when signing up for the trip.

Contraindication and following vaccination

#### REDUNDANCY / CONTRACTUAL TERMINATION

- involving yourself,
- involving your spouse or common-law partner;

provided that this decision was not known at the time of booking the trip or taking out this policy.

#### COURT SUMMONS, ONLY IN THE FOLLOWING CASES:

- juror or witness,
- appointment as an expert,

you being summoned on a date coinciding with the trip period.

#### SUMMONS IN PREPARATION OF ADOPTING A CHILD:

provided that you are summoned on a date coinciding with the trip period.

#### SUMMONS TO A RETAKE EXAM

following a failure not known at the time of booking or taking out the policy (graduate studies only), provided that the exam takes place during the trip.

#### DESTRUCTION OF BUSINESS OR PRIVATE PREMISES

as a result of fire, explosion, water damage, provided that the so-called premises are more than 50% destroyed.

#### THEFT FROM BUSINESS OR PRIVATE PREMISES

on the condition that the scale of this theft requires your presence and that the theft occurs in the 48 hours prior to departure.

#### SERIOUS DAMAGE TO YOUR VEHICLE

In the 48 hours prior to departure and to the extent that the latter can only be used to take you to the place where you are staying or to the meeting point established by the organiser.

Awarding of a job or an apprenticeship by an Employment Centre provided that the person is registered as a job seeker at the Employment Centre and that the job or apprenticeship begins before or during the trip.

A work contract type change is not covered (e.g. transformation from a fixed-term contract to an open-ended contract).

#### DELETION OR CHANGE OF DATES OF PAID LEAVE DUE TO THE EMPLOYER

Granted in writing prior to booking the trip, excluding company managers, professionals, artisans and people casually employed in the entertainment industry.

You will be charged an excess of 25%.

#### PROFESSIONAL TRANSFER

Imposed by your superiors and not the subject of a request by you, excluding company managers, professionals, artisans and people casually employed in the entertainment industry.

You will be charged an excess of 25%.

#### VISA DENIAL BY THE AUTHORITIES OF THE COUNTRY

provided that no request has been previously denied by these authorities for the same country. A supporting document from the embassy will be required.

Natural disasters (in accordance with Law No. 86-600 of 13 July 1986, as amended) occurring at the place where you are staying, resulting in you being unable to stay at the site (town, district, etc.) by the local or municipal authorities for all or part of the period contained in the booking contract, and occurring after this policy has been taken out.

Site access prohibited (town, district, etc.) within a radius of five miles around the place where you are staying, by the local or municipal authority, as a result of pollution of the sea or an epidemic.

#### Separation (civil partnership or marriage)

In the event of divorce or separation (civil partnership), provided that the procedure has been introduced by the courts after booking the trip and on presentation of an official document. 25% excess towards the amount of the claim.

#### CANCELLATION OF ONE OF THE PERSONS ACCOMPANYING YOU

(maximum 9 persons) registered at the same time as you and insured by the same policy, when the cancellation is due to one of the causes listed above.

If the person wishes to travel alone, the additional costs are taken into account, without our reimbursement being able to exceed the amount due in the case of cancellation on the date of the event.

If the Insured prefers to be replaced by another person for a covered event, rather than cancel their holiday, the Insurer will cover the expense of changing the name invoiced by the holiday organiser.

In the case of a last minute subscription (J-15), we cover any cancellation costs arising from the events below, excluding any others:

#### THE COVERAGE INCLUDES THE REFUND OF THE COSTS FOR CANCELLING OR CHANGING THE HOLIDAY TO

match the amounts provided for in the "Schedule of coverage" below, remaining to be borne by the Insured and billed by the Provider in application of the general conditions of sale, after deducting transport taxes (e.g. airline taxes), insurance premiums and administration fees, if the Insured cannot go for one of the following reasons:

Death, accident or serious illness, hospitalisation, including a relapse or worsening of an Accident or Illness Prior to booking the holiday or to this cancellation coverage (with the understanding that the date of the first medical confirmation of the complaint, development or relapse will be taken into account when calculating the refund):

- of the Insured
- of their Spouse
- of a member of the Insured's Family as well as any person who usually lives with the Insured.
- of the professional replacement of the Insured or of the person responsible for caring for the children whose names appear on the Application.
- of the person accompanying them during the holiday.

## WHAT WE EXCLUDE

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERAGE", we cannot intervene if the cancellation results from:

- illness requiring psychological or psychotherapeutic treatment including nervous breakdowns which did not require at least 4 days hospitalisation at the time of cancelling the trip;
- forgetting vaccination/s;
- non-presentation, for any cause whatsoever of identity card or passport;
- accidents or diseases which have been the subject of a first finding, a relapse, a worsening or a hospitalisation between the trip purchase date and the subscription date of the insurance policy,
- any kind of failure, including financial, of the organiser of your trip or the carrier making the execution of their contractual obligations impossible.

Furthermore, we never intervene if the person who caused the cancellation is hospitalised at the time of booking the trip or taking out the policy.

## TO WHAT AMOUNT DO WE INTERVENE?

We intervene for the amount of cancellation costs incurred on the day of the event which may be covered, in accordance with the travel organiser's General Conditions of Sale, with a limit and an excess shown in Schedule of Coverage amounts.

The insurance premium is never refundable.

## WHAT IS THE DEADLINE FOR FILING A CLAIM?

1/Medical grounds: you must make your claim as soon as a competent medical authority confirms that the severity of your state of health is such as to prevent you from taking your trip

If your cancellation is later than this contraindication for travel, our reimbursement will be limited to the cancellation fees in force on the contraindication date (calculated according to the rates of the organiser of the trip which you were aware of when booking)

For any other grounds for cancellation: you must make your claim as soon as you are AWARE OF THE EVENT WHICH MAY BE COVERED. IF YOUR TRIP CANCELLATION IS LATER THAN THIS DATE, OUR REIMBURSEMENT WILL BE LIMITED TO THE CANCELLATION FEES IN FORCE ON THE DATE OF THE EVENT (CALCULATED ACCORDING TO THE SCALE OF THE ORGANISER OF THE TRIP WHICH YOU WERE AWARE OF WHEN BOOKING)

2/ ON THE OTHER HAND, IF THE CLAIM HAS NOT BEEN DIRECTLY DECLARED BY THE TRAVEL AGENCY OR THE TRIP ORGANISER, YOU MUST NOTIFY US WITHIN FIVE WORKING DAYS FOLLOWING THE EVENT COVERED. TO DO THIS, YOU MUST SEND US THE CLAIM DECLARATION ATTACHED TO THE INSURANCE POLICY WHICH YOU HAVE RECEIVED.

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?



Your declaration must be accompanied by:

- In case of sickness or accident, a medical certificate specifying the origin, nature, severity, and any foreseeable consequences of the illness or injury,
- In case of death, a certificate and the civil status certificate,
- In all other cases, any supporting documents.

You must send us the documents and medical information necessary to process your file by means of the pre-printed envelope in the name of the medical officer which we will send you as soon as we receive the claim declaration, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must ask your doctor for them and send them to us using the pre-printed envelope referred to above.

You must also send us, the notification of these additional documents must be done using the pre-printed envelope in the name of the medical officer, any information or documents which you will be asked for in order to justify the reason for your cancellation, including:

- any photocopies of prescriptions prescribing drugs, analyses or examinations as well as any documents justifying their issuance or execution, and especially any illness forms including, for prescribed medicines, a copy of the corresponding labels.
- Social security statements or those of any other similar body, relating to the reimbursement of the treatment cost and the per diem payment allowances,
- The original of the receipted invoice of the debit that you are obliged to pay the trip organiser or that the latter retains,
- Your insurance policy number,
- The registration form issued by the travel agency or the organiser,
- In the event of an accident, you must specify the causes and circumstances and provide us with the name and address of those responsible, as well as any witnesses, if appropriate.

In addition, it is expressly agreed that you agree in advance to the principle of an examination by our medical officer. Therefore, if you object without a valid reason, you will lose your coverage rights.

You must send the claim declaration to as at:

Gritchen Affinity Rue  
Charles Durand BP  
66048  
18024 BOURGES,  
FRANCE CEDEX

### **TRIP INTERRUPTION COSTS**

<b>EFFECTIVE</b>	<b>EXPIRATION OF THE COVER</b>
Trip interruption costs: The planned departure date - organiser meeting point	Trip interruption costs: The planned trip return date (group separation point)

### **WHAT DO WE COVER?**

Following your medical repatriation organised by us or by any other support company, we will refund you as well as the members of your family insured or an insured person under this policy

accompanying you, the costs of accommodation already paid and unpaid (not including transport) pro rata temporis from the night following the event causing the medical repatriation.

Similarly, if a member of your family not participating in the trip is suffering from a serious illness, a serious injury or death, and because of that, you may need to interrupt your holiday and we proceed with your repatriation, we will refund you as well as the insured members of your family or a person accompanying you, pro rata temporis the accommodation costs already paid and unpaid (not including transport) from the night following the early return date.

We also intervene in the event of theft, serious damage from fire, explosion, water damage, or caused by the forces of nature to your business or private premises and which must involve your presence to take the necessary precautionary steps, we will refund you as well as the insured members of your family or a person accompanying you, pro rata temporis the accommodation costs already paid and unpaid (not including transport) from the night following the early return date.

Late arrival:

We guarantee the insured person the reimbursement on a pro-rata temporis basis of the unused period as a result of late possession of the rented accommodation or hotel room, as a consequence of one of the events listed in the Cancellation Coverage.

#### WHAT WE EXCLUDE

In addition to the exclusions set out in the general conditions, interruptions resulting from the following are not covered: A cosmetic treatment, a cure, a voluntary interruption to pregnancy, in vitro fertilisation and its consequences;

A physical or mental or depressive illness without hospitalisation of less than three days;  
Epidemics.

#### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A

CLAIM? You should:

Ask the insurer for all the documents necessary to compile the file and also substantiate the claim and the amount of the claim.

In all cases, you will be systematically asked to provide the originals of the tour operator's detailed invoices showing the on-the-ground services and the transport benefits.

The file cannot be processed if our medical officer is not provided with the medical information necessary for the investigation.

You must send us the claim declaration to:

Gritchen Affinity Rue  
Charles Durand BP  
66048  
18024 BOURGES,  
FRANCE CEDEX

## CIVIL LIABILITY

EFFECTIVE	EXPIRY OF THE COVERAGE
Civil liability: the planned departure day - organiser's meeting point	Civil liability: The planned trip return date (group separation point)

### WHAT DO WE COVER?

We cover the financial consequences of civil liability that you may incur as a result of, on the one hand, physical and/or property damage and, on the other hand, any resulting immaterial damage, accidentally caused to any person, other than an insured or a member of your family, by you or by persons, things or animals in your care, this corresponds to the amount and the deduction of an excess indicated in schedule of coverage amounts.

### WHAT WE EXCLUDE

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGE", our coverage does not apply:

- To damage that you have caused or produced intentionally,
- To damage resulting from the use of land motor vehicles, sailing and motor boats, and air navigation aircraft,
- To damage resulting from any professional activity,
- To consequences of all material and/or physical claims affecting you personally as well as members of your family or any other person insured under this policy,
- To immaterial damage, except when it is the direct result of covered accidental, material and/or physical damage.
- To damage resulting from the practice of aerial sports or from hunting.

### WHAT ARE THE LIMITS OF OUR COVERAGE?

#### TRANSACTION - ADMISSION OF LIABILITY

You must not accept any admission of liability, or any transaction without our prior written consent.

However, the simple recognition of the materiality of certain facts is not regarded as an admission of liability, any more than the sole fact of having provided a victim with urgent help when it is an act of assistance which everyone is morally obliged to perform.

You must notify us within 5 business days unless unforeseeable circumstances or force majeure of any event likely to subject you to civil liability; if this deadline is not respected and we suffer harm because of it, your cover will be forfeited.

#### LEGAL PROCEEDINGS

In the event of legal action directed against you, we ensure your defence and manage the trial for facts and damage covered under this policy.

However, you can join in our action as soon as you can justify a personal interest not covered by this policy.

The simple fact of providing your defence as a precautionary measure may in no case be interpreted in itself as recognition of coverage and does not imply that we agree to take responsibility for the harmful consequences of events which would not expressly be covered by this policy.

RECO  
URSE

Concerning avenues of recourse:

- In the civil, commercial or administrative courts, we may exercise it freely in the context of this policy's coverage,
- In the criminal courts, avenues of recourse can only be pursued with your agreement,
- If the dispute before a criminal court only affects civil interests, a refusal to give your agreement to exercise the avenue of recourse envisaged will result in us being entitled to claim compensation from you equal to the injury which we have suffered.

LEGAL  
COSTS

We take care of the legal, administration and other settlement costs. However, if you are convicted for an amount greater than that of the coverage, we shall each bear these costs in proportion to our respective share in the conviction.

You must send the claim declaration to us at:

GRITCHEN  
AFFINITY  
Rue Charles  
Durand  
BP 66048 - 18024 BOURGES,  
FRANCE Cedex