

## General Assistance Provisions

**Policy No 58 626 493**

- **Trip cancellation**

# CAIRN

## COVERAGE LIMITS TABLE

INSURANCE COVERAGE	AMOUNTS INCLUDING VAT* PER PERSON
TRIP CANCELLATION	Depending on the conditions of the cancellation fee scale €8,000 max/person and €40,000 max/event
Illness, accident or death	No excess No excess
Other cancellation clauses	
Unless indicated otherwise: Excess:	
• Change of job or amendments to or refusal of paid holiday dates by your employer	20 %
• Stolen ID or passport	20 %

\*Applicable rate according to the legislation in force.

## DATES AND DURATION OF COVERAGE

COVERAGE	EFFECTIVE DATE	COVERAGE EXPIRATION
TRIP CANCELLATION	The day of signing this policy.	The day of departure (meeting place of the organiser).

## GENERAL INFORMATION

### 1. PURPOSE OF THE POLICY

The purpose of these General Provisions for the insurance policy concluded between EUROP ASSISTANCE, a company governed by the French Insurance Code, and the Underwriter is to lay down the mutual rights and obligations of EUROP ASSISTANCE and the Insured Parties as defined below. This policy is governed by the French Insurance Code.

### 2. DEFINITIONS

For the purposes of this policy, the following meanings shall apply:

#### SERIOUS ACCIDENT

A sudden, unforeseen event affecting any natural person, which was unintentional upon the victim's behalf, caused by a sudden external event and preventing any movement under this person's own power.

#### CANCELLATION

The outright cancellation of the trip you have booked, following any grounds and circumstances leading to a valid insurance claim and which are listed under the "TRIP CANCELLATION" chapter.

#### INSURED PARTY

In this policy, the Insured Parties shall be referred to as "you".

The following persons shall be considered Insured Parties:

- natural persons travelling through the Underwriter who took out this policy on their behalf;
  - natural persons who jointly took out a travel insurance policy with the Underwriter and selected the "ASSISTANCE" option;
  - the Underwriter's employees.
- These individuals must reside in Western Europe, the French overseas departments, New Caledonia or French Polynesia.

#### INSURER

In this policy, the EUROP ASSISTANCE company shall be replaced by "we". The assistance services shall be insured and implemented by EUROP ASSISTANCE, a company governed by the French Insurance Code

#### ATTACK

Attack shall mean any act of violence, constituting a criminal or illegal attack, against persons and/or property, in the country where you are travelling, aimed at seriously disrupting public order by intimidation and terror, and which is covered by the media.

This Attack must be acknowledged by the French Ministry of Foreign Affairs.

#### FRENCH OVERSEAS DEPARTMENTS (DOM)

DOM shall refer to: Guadeloupe, French Guyana, Martinique, Mayotte and the Island of Réunion

#### HOME

Home shall mean your principal and usual place of residence, appearing as such on your income tax statement. It must be located in:

- Western Europe;
- French overseas departments (DOM);
- New Caledonia;
- French Polynesia.

#### ABROAD

Abroad shall mean the whole world except for your Country of Residence and any excluded countries.

#### WESTERN EUROPE

Western Europe shall mean the following countries: Andorra, Austria, Belgium, Denmark, Finland, mainland France, Germany, Gibraltar, Greece, Ireland, Italy, Liechtenstein, Luxembourg, the Principality of Monaco, the Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and the United Kingdom

#### FRANCE

France shall mean mainland France and the Principality of Monaco.

#### EXCESS

The remaining amount of expenses that you shall have to pay.

#### SERIOUS ILLNESS

A medical condition duly certified by a medical doctor, strictly preventing you from leaving Home and requiring medical attention and fully stopping you from working.

#### COUNTRY OF RESIDENCE

Your Country of Residence is the country where your Home is located.

#### LOSS

Loss shall mean any random event that triggers the coverage in this policy.

#### UNDERWRITER

The organiser of the trip, with its head office in France, who has underwritten this policy on behalf of other beneficiaries, hereinafter referred to as the Insured Parties.

### 3. WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?

Coverage shall apply anywhere in the world outside your Home country.

### 4. HOW DO YOU USE OUR SERVICES?

#### A. IF YOU WISH TO REPORT A LOSS COVERED BY THE INSURANCE POLICY:

**Within 5 working days from when you find out about the Loss, you or anyone acting on your behalf must send your insurance claim to:**

EUROP ASSISTANCE  
Service Indemnisations  
1, Promenade de la Bonnette - 92633 Gennevilliers Cedex;  
Fax: 01 41 85 85 61 - Mail: [slv@europ-assistance.fr](mailto:slv@europ-assistance.fr)  
Tel: 01 41 85 90 72\* between 9:00 am and 6:00 pm Monday to Friday  
\*This number is **only** for compensation claims

**If you fail to meet these deadlines, you shall lose the benefit of any coverage from your policy for this Loss, if this delay has caused us any damage.**

#### B. WHAT ARE THE APPLICABLE CONDITIONS OF THE COVERAGE?

We reserve the right to request all the necessary supporting documents regarding any coverage claims (death certificate, proof of relationship, proof of Residence, proof of expenses, or income tax statement after you have blocked out all the details except for your name, address and the people in your household).

We shall assist you on the express condition that you did not know about the event which has led to the provision of coverage when the policy was underwritten and at the time of your departure.

#### C. DUPLICATE COVERAGE

**If the risks covered by this policy are covered by another insurance policy, you must tell us the name of the insurer with whom you have taken out the other insurance policy (Article 121-4 of the French Insurance Code) as soon as you are advised of this information and, at the latest, when you file an insurance claim.**

#### D. FALSE STATEMENTS

When these statements change the nature of the risk or reduce our opinion:

- any non-disclosure or intentionally false statement on your part shall render the policy null and void. Any premiums already paid shall be retained and we shall be entitled to demand payment of any premiums owed, as provided for by Article L 113-8 of the French Insurance Code;
- any omission or misrepresentation on your part where dishonesty has not been proven shall result in the termination of the policy 10 days after notification is sent to you by registered letter and/or the reduction of indemnities in accordance with Article L 113-9 of the French Insurance Code.

#### E. TERMINATION OF SERVICE DUE TO FRAUDULENT STATEMENTS

If in case of Loss or a claim for Insurance coverage (as part of the services under these General Provisions), you knowingly use inaccurate documents as supporting evidence or use fraudulent methods or make inaccurate or misleading statements, you shall lose all rights to Insurance coverage, as part of the services under these General Provisions, for which these statements are required.

## GENERAL ASSISTANCE PROVISIONS

## TRIP CANCELLATION

### 1. OUR COVERAGE

We shall refund you any deposits or sum held by the trip organiser, according to the conditions of sale of the trip (**excluding any handling fees**), if you have to cancel your trip before you leave.

### 2. WHEN DO WE PROVIDE ASSISTANCE?

We shall provide assistance for the grounds and circumstances listed below, excluding any other reason.

#### SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

including the aggravation of pre-existing illnesses and the after-effects of a previous accident:

- to you, your spouse or common-law partner or anyone accompanying you provided that this person is included on the same invoice;
- to your ascendants or descendants and/or those of your spouse or the person accompanying you provided that this person is included on the same invoice;
- to your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law;
- to your professional replacement provided that this person's name was mentioned when the policy was underwritten;
- to the person in charge of, during your trip:
  - looking after your children provided that this person's name was mentioned when the policy was underwritten;
  - looking after a handicapped person provided that this person lives under the same roof as you and you are the legal guardian and that this person's name was mentioned when the policy was underwritten.

#### CONTRAINDICATION TO VACCINATIONS

#### REDUNDANCY

- to you;
- to your spouse.

Providing that the decision was not known when you booked your trip or signed this policy.

#### SUMMONS BEFORE A COURT OF LAW SOLELY IN THE FOLLOWING CASES:

- when you are summoned for jury duty;
- for a child adoption process;
- for the appointment of an expert requiring your presence.

The date of the summons must coincide with the period of your trip.

#### CALL TO RE-SIT AN EXAM

provided that you did not know about the failed exam when booking your holiday (higher education only); this re-sit must take place during your trip.

#### DESTRUCTION OF BUSINESS AND/OR PRIVATE PREMISES

any fire, explosion or water damage occurring after this policy was underwritten, provided that over 50% of these premises was destroyed.

#### THEFT AT BUSINESS OR PRIVATE PREMISES

This theft must require your presence and occur 48 hours before your departure.

#### IF AN INSURED PARTY REGISTERED AS UNEMPLOYED GETS A JOB OR INTERNSHIP (WITH THE PÔLE EMPLOI, FRENCH UNEMPLOYMENT AGENCY)

starting before or during your trip.

#### CHANGE OF JOB OR AMENDMENTS TO OR REFUSAL OF PAID HOLIDAY DATES BY YOUR EMPLOYER

Holidays must have been agreed with your employer before your trip was booked.

The following socio-professional categories are excluded: company managers, liberal professions, craftspeople and entertainment workers.

**You shall be responsible for the Excess shown in the Coverage Limits Table.**

#### REFUSAL OF A TOURIST VISA BY THE COUNTRY'S AUTHORITIES

No prior application may have been filed and rejected by the authorities of this country. Supporting documents shall be required from the Embassy.

#### THE THEFT OF YOUR ID OR PASSPORT

within 48 hours before departure, if these documents are essential for your trip.

**You shall be responsible for the Excess shown in the Coverage Limits Table.**

#### SERIOUS DAMAGE TO YOUR VEHICLE

occurring 48 hours before your departure, to the extent that your vehicle cannot be repaired within the time required for you to get to the meeting point set by the trip organiser or to your holiday destination on the original scheduled date and insofar as your vehicle is essential to get to this destination.

#### ATTACK

This coverage shall be granted if an Attack occurs within a radius of 100 km of your holiday destination 48 hours before the start date of your trip.

### 3. OUR EXCLUSIONS

In addition to the general applicable exclusions to the policy set out under the paragraph "WHAT ARE THE GENERAL APPLICABLE EXCLUSIONS OF THE POLICY?" under the chapter "POLICY FRAMEWORK", we shall not provide assistance under the following circumstances:

- any cancellation due to a hospitalised person before you book your trip or sign the policy;
- any illness requiring psychological or psychotherapeutic treatment, including nervous breakdowns, leading to a stay in hospital of under 4 consecutive days before the cancellation date of your trip;
- forgotten vaccinations;
- accidents resulting from playing the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge and all aerial sports, as well as any accidents resulting from playing in or training for matches or competitions;
- the failure to submit, on any grounds whatsoever, the essential documents for your trip, such as your passport, visa, travel tickets or vaccination record.
- any illnesses or accidents detected for the first time or involving a relapse, aggravation or hospitalisation between the purchase date of your trip and the signing date of this policy.

The "TRIP CANCELLATION" coverage does not guarantee that the organiser shall not change certain organisational aspects of the trip or the destination accommodation or security conditions.

### 4. HOW MUCH COVERAGE DO WE PROVIDE?

We shall pay the cancellation costs incurred up to the day of the event triggering the coverage, in accordance with the trip organiser's general conditions of sale, **up to the maximum amount and with the Excess shown in the Coverage Limits Table.**

### 5. HOW LONG DO YOU HAVE TO REPORT A LOSS?

You must immediately notify the travel agency or organiser and tell us within 5 working days following the event triggering the coverage. To do so, you must send us your insurance claim.

**In the event of any late Cancellation and/or claims, we shall only cover the cancellation fees payable on the date the Loss occurred resulting in this Cancellation.**

### 6. WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

Your claim must be accompanied by:

- in the event of Illness or Accident, a medical certificate indicating the cause, nature, severity and foreseeable after-effects of the Illness or Accident, as well as a photocopy of your sick leave certificate and photocopies of your medical prescriptions or any tests and analysis run;
- in the event of redundancy, a photocopy of your redundancy letter, a photocopy of your employment contract and a photocopy of your final pay slip;
- in the event of death, a certificate and proof of relationship (civil status record);
- in any other cases, all necessary supporting documents.

Your medical certificate must be sent in a sealed envelope to the advising doctor we have appointed you.

You must therefore release your doctor from medical confidentiality with regard to this advising doctor. Under penalty of forfeiture of rights, the Insured Party filing a claim must submit all the documents required by the policy and may not provide grounds for failing to produce these documents, except in cases of force majeure. If you refuse without just cause, you could lose your rights to claim. It is expressly agreed that you acknowledge our right to make any insurance claims conditional upon compliance with this condition.

You must also send us any information or documents requested in order to justify the grounds for your Cancellation, and in particular:

- statements from the social security office, or from any other similar body, relating to the refund of processing fees and the payment of daily allowances;
- the original cancellation invoice sent by the trip organiser;
- your insurance policy number;
- the registration form issued by the travel agency or organiser;
- in the event of an Accident, you must specify the reasons and circumstances behind it and send us the names and addresses of the liable parties and, if possible, any witnesses.

## POLICY FRAMEWORK

This policy shall be governed by French law.

### 1. DATES AND DURATION

All our coverage shall be valid from the travel dates indicated on the invoice issued by the trip organiser for a maximum duration of 90 consecutive days, except for the "TRIP CANCELLATION" coverage which comes into effect on the day you book your trip and expires on the day you leave on holiday.

### 2. WITHDRAWAL IN CASE OF MULTIPLE INSURANCE POLICIES

In accordance with Article L 112-10 of the French Insurance Code, if an Insured Party, who signs an insurance policy for non-professional purposes, has prior coverage for one of the risks covered by this new policy, he/she may withdraw from this new policy, without any fees or penalties, provided that it has not fully come into effect or that the Insured Party has not made any claim, within 14 calendar days from the conclusion of this new policy. This withdrawal should be sent by post or e-mail to the following addresses:

By post: EUROP ASSISTANCE - Service Gestion Clients  
1, Promenade de la Bonnette - 92633 Gennevilliers Cedex;

By e-mail: [gestion-clients@europ-assistance.fr](mailto:gestion-clients@europ-assistance.fr)

The insurer shall reimburse the amount of the premium paid by the Insured Party within 30 days from the date the right to withdrawal is exercised, unless a loss involving coverage of the policy comes into effect during the withdrawal period.

### 3. HOW IS DAMAGE TO PROPERTY ASSESSED?

If the damage cannot be determined by mutual agreement, it shall be assessed by experts, subject to our respective rights.

We each choose our own expert. If these experts do not agree, then a 3rd expert shall be called in and all 3 shall work together with the decision by majority.

If one of us fails to appoint an expert or if the 2 experts cannot agree on the 3rd, the appointment shall be made by the President of the High Court where the Loss took place. This appointment is made upon a simple request signed by at least one of us, while the party which did not sign shall be summoned to the expert assessment by registered letter. Each party shall pay the fees and charges of their expert and, if necessary, half of the 3rd expert's costs.

### 4. HOW LONG DOES IT TAKE TO RECEIVE COMPENSATION?

Payment shall be made within 5 days from the agreement made between us or from the enforceable judicial decision.

### 5. WHAT ARE THE GENERAL APPLICABLE EXCLUSIONS OF THE POLICY?

The general exclusions of the policy are the common exclusions for all assistance services laid down under these General Provisions.

The following are excluded:

- civil or foreign wars, riots or popular movements;
- voluntary participation by an insured party in a riot, strike, altercation or assault;
- the consequences of nuclear accidents or any other radiation from a radioactive source of energy;
- unless an exception is granted, an earthquake, volcanic eruption, tidal wave, flood or natural catastrophe, except in accordance with the provisions of Law No 82-600 of 13 July 1982 on compensation for victims of natural disasters (for insurance coverage);
- the consequences of using medication, drugs, narcotics and similar products not prescribed medically, including alcohol abuse;
- any intentional act on your part leading to a claim under the policy.

## 6. SUBROGATION

Having incurred expenses covered by our assistance, we shall be subrogated to the rights and actions that you may have against any third parties liable for the Loss, as provided for under Article L 121-12 of the French Insurance Code.

Our subrogation shall be restricted to the amount of expenses we incurred in executing this policy.

## 7. WHAT ARE THE STATUTORY LIMITATIONS?

**Article L 114-1 of the French Insurance Code:**

Any actions deriving from an insurance policy are limited to a period of 2 years from the date of the event which gave rise to the claim. However, this period shall only run:

- 1 - In cases of non-disclosure, omission or false or inaccurate statements on the risk involved, from the date the insurer is made aware of it;
- 2 - In cases of loss, from the date the parties involved are made aware of it, provided that they can prove they did not know until that point. When the action of the insured party against the insurer is brought by a third party, the statutory period shall only run from the date when this third party launches a claim against the insured party or is compensated by the latter.

**Article L 114-2 of the French Insurance Code:**

The limitation period shall be interrupted by any of the ordinary grounds for interruption of the limitation period and by the appointment of experts following a loss. Moreover, the interruption of the limitation period may result in the insurer sending a registered letter with acknowledgement of receipt to the insured party regarding the claim for payment of the premium, or in the insured party sending a letter to the insurer regarding the payment of compensation.

**Article L 114-3 of the French Insurance Code:**

By way of derogation from Article 2254 of the French Civil Code, the parties under the insurance policy may not amend, even by common consent, the duration of the limitation period or add to the grounds for suspension or interruption of this period.

The ordinary grounds for interruption of the limitation period are defined under Articles 2240 to 2246 of the French Civil Code: recognition of the required right by the debtor (Article 2240 of the French Civil Code), legal proceedings (Articles 2241 to 2243 of the French Civil Code), and law enforcement (Articles 2244 to 2246 of the French Civil Code).

## 8. COMPLAINTS

EUROP ASSISTANCE elects residence at the address of its head office.

In case of complaint or dispute, you may contact the customer service team: Service Remontées Clients d'EUROP ASSISTANCE - 1, Promenade de la Bonnette - 92633 Gennevilliers Cedex.

If the processing time exceeds 10 working days, a letter of expectation will be sent to you within this period. A written response to the complaint will be sent within a maximum of 2 months from the date of receipt of the initial complaint.

## 9. SUPERVISORY AUTHORITY

The authority in charge of supervision shall be Autorité de Contrôle Prudentiel et de Résolution - A.C.P.R. - 61, Rue Taïbout - 75436 Paris Cedex 09.

## 10. DATA PROTECTION

All the information gathered by EUROP ASSISTANCE FRANCE - 1, Promenade de la Bonnette - 92633 Gennevilliers Cedex, during the subscription to one of its services and/or during the performance of its services, is necessary to fulfil our commitments to you. If you fail to provide the information requested, EUROP ASSISTANCE FRANCE shall not be able to provide the service you want.

This information is solely reserved for the services of EUROP ASSISTANCE FRANCE in charge of your policy and may only be disclosed to the EUROP ASSISTANCE Group's providers, subcontractors or partners in order to perform the services for this coverage.

Furthermore, EUROP ASSISTANCE FRANCE reserves the right to use your personal data for quality control or statistical purposes. You are also hereby informed that your personal data may be processed as part of measures to combat insurance fraud, which may lead to your inclusion on a list of people posing a risk of fraud.

Moreover, EUROP ASSISTANCE FRANCE may be obliged to disclose information to legally authorised administrative or judicial authorities in order to fulfil its legal and regulatory obligations.

You have the right, having proved your identity, to access, amend, correct or delete your personal data by writing to:

EUROP ASSISTANCE FRANCE - Service Remontées Clients  
1, Promenade de la Bonnette - 92633 Gennevilliers Cedex.

If your information needs to be transferred outside the European Union in order to provide a requested service, EUROP ASSISTANCE FRANCE shall arrange contractual measures with any recipients in order to make this transfer secure.

Moreover, you are hereby informed that any telephone conversations you have with EUROP ASSISTANCE FRANCE may be recorded for quality control and staff training purposes. These conversations are kept for 2 months after being recorded. You may refuse these recordings by telling the person you are talking to of your decision.



**Europ Assistance**

A public limited company with a capital of €35,402,786

A Company governed by the French Insurance Code - 451 366 405 RCS Nanterre

Head Office: 1, Promenade de la Bonnette - 92230 Gennevilliers

[www.europ-assistance.fr](http://www.europ-assistance.fr)

\* Vous vivez, nous veillons