



# GENERAL CONDITIONS

CAP CANCELLATION  
AXA ASSISTANCE CONVENTION N°2243704



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# WHAT TO DO IN CASE OF CANCELLATION?

## CAP CANCELLATION

AXA ASSISTANCE CONVENTION N°2243704

### WHAT TO DO IN CASE OF CANCELLATION?

- 1- You must notify your travel agency about your cancellation as soon as the covered event preventing your departure occurs.
- 2- You must notify your claim to Chapka online within 5 business days.  
Go to: <http://www.chapkadirect.fr/sinistre>

### DOCUMENTS REQUESTED TO JUSTIFY:

#### FOR EVERY REASON LEADING TO THE CANCELLATION YOU MUST PROVIDE:

- The Travel booking certificate
- Terms and conditions of the trip
- The invoice of the trip booked
- The invoice for the travel cancellation
- A copy of the plane tickets
- Your bank details

According to the reason of the cancellation other documents can be requested.

#### CANCELLATION IN CASE OF SERIOUS ILLNESS OR DEATH OF THE INSURED:

- The medical certificate indicating the date of the first apparition and the type of the pathology, or a death certificate,
- The medical report,
- Any statement from the social security and/or topup health insurance or similar body.

#### CANCELLATION IN CASE OF SERIOUS ILLNESS OR DEATH OF A FAMILY MEMBER:

- The medical certificate indicating the date of the first apparition and the type of the pathology, or a death certificate,
- The family record book (only in case of death),
- The medical report.

#### In case of hospitalization:

- The certificate of hospitalization,
- The medical results.

#### CANCELLATION IN CASE OF ELIMINATION OF PAID LEAVE:

- A certificate from your manager indicating the date of approval of your leave and the date when they were cancelled,
- A copy of your pay slip.

#### CANCELLATION IN CASE OF OBTAINING A JOB:

- The statement of your registration to your unemployment agency,
- A copy of the work contract.

#### CANCELLATION IN CASE OF BEING LAID OFF:

- The copy the notification to your preliminary interview,
- The copy of the notice of dismissal.

#### CANCELLATION FOR OTHER CAUSES:

- Any element allowing to justify the situation.

This list is not exhaustive, the Insurer reserves itself the right to ask any other justifying document if necessary.



# TABLE OF BENEFITS

## CAP CANCELLATION

AXA ASSISTANCE CONVENTION N°2243704

GUARANTEES	LIMITS AND DEDUCTIBLE
Cancellation Insurance	Maximum per person: €8,000 Maximum per event: €40,000
<b>REASONS FOR CANCELLATION WITH A DEDUCTIBLE OF €50 PER PERSON</b>	
In case of serious bodily harm following an accident, serious illness (including infectious diseases) or death: of you, your spouse, of one of your ascendants or descendants, brothers or sisters, brothers-in-law or sisters-in-law, sons or daughters-in-law, fathers or mothers-in-law, of your legal guardian, as well as any person normally living with you; of a handicapped person living under your roof; of your professional replacement or the person charged with keeping your minor-age children,	
In case of the death or hospitalization for more than 48 consecutive hours of one of your uncles or aunts, nephews or nieces or of those of your legal or common-law spouse;	
<b>REASONS FOR CANCELLATION WITH A DEDUCTIBLE OF €75 PER PERSON</b>	
Contra-indication of vaccinations and/or following the obligatory vaccinations for your trip	
Serious property damage including consecutive to a natural disaster, occurring at your domicile or at your professional premises	
Serious accident, serious illness or death of the person with whom you were going to stay or in case of serious property damage occurring at the domicile of this same person	
Dismissal for economic reasons	
Clear and unforeseeable complications with your pregnancy, in case of miscarriage, therapeutic interruption of pregnancy and their aftermath	
Pregnancy that was unknown at the time of registration for the trip and contraindicating the trip for you due to the very nature of this	
Administrative notice-to-appear	
In case of hospitalization of more than 3 consecutive days for depression or a psychiatric, nervous or mental illness	
Notice-to-appear for make-up examination	
Notice-to-appear for the adoption of a child or for the purpose of obtaining a residence permit or for an organ transplant	
Divorce or separation recorded at the registry of the Court	
Obtaining salaried employment or training with compensation through Pôle emploi	

## GUARANTEES

### REASONS FOR CANCELLATION WITH A DEDUCTIBLE OF €75 PER PERSON

Refusal of your tourist visa attested to by the authorities of the country chosen for your trip, provided

Theft at your domicile, at your professional premises or at the agricultural establishment of which you are the owner, tenant or occupant free-of-charge, in the 72 hours preceding your departure

If an accident in the public transport for passengers which you are using causes you to miss the flight or boat reserved for your departure

Modification or elimination by your employer of your paid vacation

Theft of your identity papers or your transport ticket, in the 48 hours preceding your departure

In case of serious damage to your vehicle in the 48 hours preceding

In case of cancellation granted under the present guarantee to one or several persons who are beneficiaries of the present guarantee subscribed under the same particular conditions as you and, due to this cancellation you are left to travel alone or with another person

If you decide to leave alone, inasmuch as the cancellation of the trip of the person having to share the double hotel room reserved for your stay is covered by the present guarantee

If it is impossible for you to leave, if you may transfer your trip to another person

Professional transfer

Cancellation where destination is subject to travel restrictions by FCO or Ministry of foreign affairs of your country or the World Health Organization (WHO) or denial of entry by local authorities where the insurance contract and holiday booking were made before FCO travel restrictions

Cancellation due to quarantine before the trip

Cancellation at departure due to denial of access to transportation following a temperature control (or other sanitary control) set by local authorities or the transport company

### REASONS FOR CANCELLATION WITH DEDUCTIBLE OF 20% OF THE CLAIM AMOUNT WITH A MINIMUM OF €75 PER PERSON

Any justified reason: for any external event that is sudden, unforeseeable, justified, and independent of your will, preventing you from travelling and occurring between the date of subscription of the insurance convention and the date of your departure.

## EN OPTION

Cancellation in case of **ATTACK, RIOTING, ACT OF TERRORISM AND NATURAL DISASTER** on the location of your stay.

## LIMITS OF THE GUARANTEE

Maximum per person: €8,000  
Maximum per event: €40,000

Deductible: 20% of the amount of the claim with a minimum of €75 per person.



**Aon France**  
trading under the trademark **Chapka Assurances**.  
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aon.fr

ORIAS N°07 001 560  
Simplified joint-stock company with a capital of 46 027 140 euros  
Paris Trade and Companies Register N°: 414 572 248  
European Union VAT N°: FR 22 414 572 248  
Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.



# GENERAL CONDITIONS

## CAP CANCELLATION

AXA ASSISTANCE CONVENTION N°2243704

## GENERAL PROVISIONS FOR INSURANCE

### WHAT SHOULD YOU DO WHEN YOU NEED US?

In case of cancellation of your trip, you or your beneficiaries must notify your travel agency about your cancellation as soon as the covered event preventing your departure occurs and notify us within 5 business days following declaration of your cancellation to your travel agency.

You may contact us:



#### CHAPKA ASSURANCES Claims department

31-35 rue de la Fédération  
75717 Paris Cedex 15 - France

By telephone: 33(0)1 74 84 50 50

Online:

<https://www.chapkadirect.com/sinistre>

- Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.
- Any declaration that does not conform to the provisions specified in the insurance guarantees results in the forfeiture of any right to reimbursement.
- If necessary, the case manager reserves the right to subject you, at his expense, to a medical assessment. This request is sent by registered letter with confirmation of receipt.
- We reserve the option, if necessary, of requesting additional items.

## GENERAL INFORMATION ON INSURANCE

### ARTICLE 1. PURPOSE

The present conventions regarding insurance, composed of and governed by the special conditions, the terms and conditions and the information stated in the particular conditions serve to guarantee, within the defined limits and conditions, the insured for and during his travel.

### ARTICLE 2. SUBSCRIPTION

The subscription must be done on the day of signing up for the trip or, at the latest, the day before the first day of application of the penalties specified in the scale of the trip organizer.

### ARTICLE 3. DEFINITIONS

#### 3.1. ABOUT US



#### INTER PARTNER ASSISTANCE

Inter Partner Assistance SA (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland

#### 3.2. PARTICULAR CONDITIONS

Document duly completed and signed by the insured on which appear the last and first names, address, travel dates, country of destination, period of guarantee, price of the trip including tax, option chosen, the date of establishment of this document and the amount of the corresponding insurance premium.

In case of an incident, only subscriptions for which the premium has been paid are honored.

The family price applies for the ascendants and descendants signed up under the same particular conditions and having paid the insurance premium (4 persons minimum).

#### 3.3. BENEFICIARY / INSURED

Natural person, designated hereafter by the term "you", declared by name in the particular conditions and having paid his insurance premium.

#### 3.4. FAMILY MEMBERS

Your legal or common-law spouse or any person bound to you by a Pacs (civil solidarity pact), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces or those of your spouse.

They must be domiciled in the same country as you unless there is a contractual stipulation to the contrary.

For the "trip cancellation guarantee", only family members listed for causal event 1 may be covered by the guarantee.

### 3.5. CLOSE RELATION

Any natural person whom you designate or one of your beneficiaries. This person must be domiciled in the same country as you.

### 3.6. DOMICILE

Your principal and usual place of residence.

It is located in France, in another country of the European Union, Switzerland, Liechtenstein or in Norway

### 3.7. FRANCE

Continental France, the Principality of Monaco and the Overseas Departments.

### 3.8. ABROAD

Any country outside of the country of your domicile. For the insurance guarantee for medical expenses abroad, the Overseas Territories are assimilated to being abroad when your domicile is located in France.

### 3.9. TRIP

Stay / package, cruise, ticket for transport (including flight only) reserved with the trip organizer and for which the dates, the destination and the cost appear in the particular conditions.

### 3.10. TERRITORIALITY

The guarantees are granted all over the entire world, with the exception of insurance guarantees, **for which it is strictly restricted to travel by Ministry of foreign affairs of your home country or the World health Organization.**

### 3.11. ACCIDENT WITH SERIOUS BODILY HARM

Serious change in health resulting from a sudden action involving an external cause that was unintentional on the part of the victim, observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

### 3.12. SERIOUS ILLNESS

Sudden and unforeseeable change in health observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person and involving the cessation of any professional or other activities (COVID-19 included).

### 3.13. SERIOUS BODILY HARM

Accident or illness that is unforeseeable, whose nature could lead to, in very short order, significant aggravation of the condition of the victim if adequate care is not administered quickly.

Accident refers to: Serious alteration of health caused by an external event that was sudden, unforeseeable, violent and independent of the will of the victim.

Illness refers to: Sudden and unforeseeable alteration of health observed by a competent medical authority.

### 3.14. MEDICAL AUTHORITY

Any person holding a valid diploma in medicine or surgery in the country where the causal event occurs.

### 3.15. HOSPITALIZATION

Unforeseen stay, lasting more than 24 hours, in a public or private care establishment, prescribed medically, for medical or surgical treatment following serious bodily harm.

### 3.16. IMMOBILIZATION AT THE DOMICILE

Obligation to remain at home following serious bodily harm, upon doctor's orders and for a duration of greater than 5 days.

### 3.17. SERIOUS PROPERTY DAMAGE AT HOME, BUSINESS SPACE, AGRICULTURAL OPERATION

Premises that has become materially damaged and uninhabitable, including in case of natural disaster within the framework of the provisions resulting from Law no. 86-600 of 13th July 1986 relative to the indemnification of victims of natural disasters.

### 3.18. NATURAL CATASTROPHE

Flood, earthquake, tsunami, landslide, avalanche, hurricane, storm, tornado, fire and volcanic activity caused by any naturally occurring event, excluded any event caused as a direct result of human and/or malicious intervention.

### 3.19. PUBLIC TRANSPORT OF TRAVELERS

Service issuing transport tickets for a fee, remitted by a certified agent or by a travel organizer whose hours, availability and prices are announced publicly.

### 3.20. DEDUCTIBLE

Fixed amount stated in the table of special conditions based on the formulas retained and remaining the responsibility of the insured in case of indemnification occurring following an incident. The deductible may also be expressed in days, hours or as a percentage.

### 3.21. MAXIMUM PER EVENT

In case the guarantee is exercised in favor of several insured victims for the same event and appearing in the same particular conditions, the guarantee of the insurer is, in any event, limited to the maximum amount specified for this guarantee regardless of the number of victims.

Afterwards, the indemnities are reduced and settled in proportion to the number of victims.

### 3.22. CAUSAL EVENTS

Serious bodily harm, death or any event justifying our intervention as stipulated in the guarantees of assistance and assurance.

### 3.23. ACT OF TERRORISM

An act including but not limited to the use of force or violence and/or threat thereof, by any person or group of people acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar reasons, including the intention to influence any government and/or put the public, or part of the population, in fear.

## ARTICLE 4. EFFECT AND DURATION OF GUARANTEES

### 4.1. THE "TRIP CANCELLATION" INSURANCE GUARANTEE

The "Trip Cancellation" insurance guarantee takes effect as of the date of subscription to the present convention and automatically ceases to be in effect at the time of departure once the Insured has been registered or for rentals, at the time of remittance of the keys.

## INSURANCE GUARANTEES

### ARTICLE 5. DEFINITION OF GUARANTEES

#### "TRIP CANCELLATION" INSURANCE

#### (1) PURPOSE AND AMOUNT OF THE GUARANTEE

The guarantee provides for the reimbursement of the expenses for cancellation or modification of a trip, to the limit of the amounts billed by the trip organizer in application of the scale appearing in the conditions of cancellation set by the trip organizer.

#### (2) LIMITATION OF GUARANTEE

The indemnity under the responsibility of the insurer is limited solely to the expenses for cancellation or modification of a trip owed as of the date of occurrence of the event resulting in application of the guarantee with the maximum set as the amount specified in the special conditions with deduction of the port and air taxes related to embarkation of the passenger, insurance premiums, visa expenses and administrative charges (retained by the tour operator and not reimbursed under the present convention).

#### (3) DEDUCTIBLE

A deductible is applicable, according to the reason of the cancellation, report to the table of benefits.

#### (4) NATURE OF THE GUARANTEE

1. In case of serious bodily harm, serious illness (including relapse, aggravation of a chronic or pre-existing condition, the aftermath and consequences of an accident having occurred prior to subscription to the present convention, as well as any infectious disease) or death:

1.1. of yourself, your spouse or your common-law spouse to whom you are bound by a Pacs (civil solidarity pact), of one of your ascendants or descendants, brothers or sisters, brothers-in-law or sisters-in-law, sons or daughters-in-law, fathers or mother-in-law, of your legal guardian, regardless of their country of domicile, as well as any person habitually living with you;

1.2. of a handicapped person living under your roof;

1.3. of your professional replacement or the person charged with keeping your minor-age children, designated under particular conditions (a single name of professional replacement or childcare provider may be designated under the particular conditions).

2. In case of the death or hospitalization for more than 48 consecutive hours of one of your uncles or aunts, nephews or nieces or of those of your legal or common-law spouse;

3. In case of contra-indications of vaccinations and/or following the obligatory vaccinations for your travel;

4. In case of serious property damage, including that following a natural disaster, occurring at your home or at your professional premises or at the agricultural establishment of which you are the owner, tenant or occupant free-of-charge and imperatively necessitating your presence at the premises to carry out the necessary conservatory activities;

5. In case of a serious accident, serious illness or death of the person with whom you were going to stay or in case of serious property damage occurring at the domicile of this same person;

6. If you or your spouse were to be laid off for economic reasons, provided that the procedure was not undertaken as of the day of your subscription to the present convention;

7. In case of clear and unforeseeable complications with your pregnancy, in case of miscarriage, therapeutic interruption of pregnancy and its aftermath;

8. In case of pregnancy that was unknown at the time of registration for the trip and contraindicating the trip for you due to the very nature of this;

**9. In case of hospitalization of more than 3 consecutive days for depression or a psychiatric, nervous or mental illness;**

10. In case of an administrative notice-to-appear imperatively attested to by an official document, that is unforeseeable and unchangeable from a date that falls on the date of your trip, provided that you were not aware of the notice-to-appear on the date of subscription of the present convention;

11. If you must be present at a make-up examination for a date which is on a date that falls during your travel, provided that failure of the examination was not known on the day of subscription to the present convention;

12. In case of a notice-to-appear regarding the adoption of a child or for the purpose of obtaining a residence permit or for the purpose of obtaining a residence permit or for an organ transplant for a date occurring during your trip, provided that the notice-to-appear had not been received on the date of subscription of the present convention;

13. In case you obtain a salaried job or an internship with compensation from Pôle emploi which has to start before the return from your trip, although you were registered with Pôle emploi as of the date of subscription of the present contract, to the exclusion of the prolongation or renewal of your employment contract or your internship.

**The guarantee does not apply to assignments (obtaining, extension, renewal) given by temporary companies;**

14. In case of your divorce or separation recorded at the registry of the court, provided that the date of recording is after the date of subscription of the present convention;

15. In case of refusal of your tourist visa attested to by the authorities of the country chosen for your trip, provided:

- that the request was filed within the timeframes recommended for the trip destination,
- that no request had been filed before and refused by these authorities for a previous trip;

16. In case of a job transfer obligating you to move before the return from your trip, provided that you were not aware of the transfer at the time that you subscribed the present convention and it was not the result of a request from you;

17. In case of a theft at your domicile, at your professional premises or at the agricultural establishment of which you are the owner, tenant or occupant free-of-charge, in the 72 hours preceding your departure and imperatively necessitating your presence at the premises to carry out the necessary conservatory activities;

18. If an accident in the public transport for passengers which you are using causes you to miss the flight or boat reserved for your departure; provided that you have made arrangements to arrive at least two hours before the deadline for embarkation;

19. In case of modification or elimination by your employer of the paid leave granted prior to subscription of the present convention, provided that your reservation for the trip was made after the granting of the period of paid leave.

**The guarantee only applies to salaried employees for whom the granting and elimination/modification of said vacation is authorized by a hierarchy.**

**The guarantee is not applicable to the legal representatives of a company, in the self-employed professions;**

20. In case of the theft of your identity papers or your transport ticket, which are indispensable to your trip, in the 48 hours preceding your departure and preventing you from carrying out the formalities with the border authorities;

21. In case of serious damage to your vehicle in the 48 hours preceding your departure and rendering the vehicle irreparable within the timeframes necessary for you to arrive at the rendezvous location stated by the trip organizer or to the location of your stay by the date initially specified and to the extent that your vehicle is indispensable for getting you there;

22. In case of cancellation granted under the present guarantee to one or several persons who are beneficiaries of the present guarantee subscribed under the same particular conditions as you and, due to this cancellation you are left to travel alone or with another person. In case of the event specified in article 1 of the present guarantee, this provision is extended to 9 persons maximum included in the same particular conditions as you and having paid the insurance premium. Meanwhile, for persons included in the same tax household, all persons insured from the tax household are covered under the "Cancellation" guarantee.

23. If you decide to leave alone, inasmuch as the cancellation of the trip of the person having to share the double hotel room reserved for your stay is covered by the present guarantee, the guarantee provides for the reimbursement of your additional hotel expenses incurred by this cancellation to the limit of the amount of the indemnities that you have paid in case of cancellation;

24. If it is impossible for you to leave, if you may transfer your trip to another person, we take responsibility for the charges for the change of name of the beneficiary with the trip organizer when this latter party provides for this in its terms and conditions of sale.

25. Cancellation where destination is subject to travel restrictions by FCO or Ministry of foreign affairs of your country or the World Health Organization (WHO) or denial of entry by local authorities where the insurance contract and holiday booking were made before FCO travel restrictions

26. Cancellation due to quarantine before the trip

27. Cancellation at departure due to denial of access to transportation following a temperature control (or other sanitary control) set by local authorities or the transport company. We will refund the non-refundable services up to the fixed amount stated in the table of benefits (excluding the transport ticket to which the access was denied).

## (5) EXCLUSIONS

The exclusions common to all guarantees of the present convention are applicable.

In addition, cancellations following one of the following events or circumstances are excluded:

- Events occurring between the date of reservation of the trip and the date of subscription of the present convention.
- Accidents or illnesses having already been observed or treated or involving a relapse or hospitalization between the date of reservation of the trip and the date of subscription of the present convention.
- Pathologies having resulted in hospitalization in the 30 days preceding the travel reservation.
- Cancellations due to the transporter or trip organizer.
- Depression, psychiatric, nervous or mental illness leading to no hospitalization or hospitalization of less than or equal to 3 consecutive days.
- Voluntary interruption of pregnancy, its aftermath and complications.
- Aesthetic treatments, therapy, in vitro fertilization.
- Cancellations resulting from periodic examinations of control and observation.
- Cancellations resulting from the non-presentation, for any reason at all, of one of the documents that are indispensable to travel, except in the cases specified under the present guarantee.
- Delay in obtaining a visa.
- Mechanical breakdowns involving your vehicle.
- Any claim due to a natural disaster or terrorist act that occurred more than 30 days before the planned trip or if the station, the city that has suffered from a natural disaster or an act of terrorism is not located 30 km from trip destination.
- Any act not declared as an act of terrorism or any act of declared as an act of war, whether it has been declared or not by the French Ministry of Foreign Affairs.

## (6) CANCELLATION FOR OTHER CAUSES

The guarantee is extended if you cancel:

- due to an **external event** that is sudden, unforeseeable, justified, and independent of your will, prevents you from travelling and occurs between the date of subscription of the insurance convention and the date of your departure.
- in case of the absence or excess of snowfall, only in resorts located at altitudes greater than 1,500 meters, between 15th December and 15th April and resulting in the closing of more than 2/3 of the mechanical lifts, normally in service at the site of your stay, for at least 2 consecutive days in the 5 days preceding your departure.



## (7) EXCLUSIONS FOR CANCELLATION FOR OTHER CAUSES

The exclusions common to all guarantees of the present convention are applicable. Other exclusions include:

- Any circumstance representing only a simple inconvenience to your trip.
- Any event whose responsibility could be incumbent upon the trip organizer in application of headings VI and VII of law No. 92-645 of 13th July 1992 setting the conditions of exercising the activities of organizing and selling travel stays.
- Any claim due to a natural disaster or terrorist act that occurred more than 30 days before the planned trip or if the station, the city that has suffered from a natural disaster or an act of terrorism is not located 30 km from trip destination.
- Any act not declared as an act of terrorism or any act of declared as an act of war, whether it has been declared or not by the French Ministry of Foreign Affairs.

## (8) WHAT MUST YOU DO IN CASE OF CANCELLATION?

- You, or one of your beneficiaries, must notify your travel agency about your cancellation as soon as the covered event preventing your departure occurs.

In fact, our reimbursement is calculated according to the scale for cancellation expenses in effect as of the date on which the event is first recognized for application of the guarantee.

- You must notify us in the 5 business days following the declaration of your cancellation to your travel agency by conforming to the procedure of declaration as described in the Article "Terms and Conditions of application".
- Your declaration must include the following information:
  - your last name, first name and address
  - convention number 2243704
  - precise reason for your cancellation (illness, accident, professional reason, etc.)
  - name of your travel agency
- We will send you or your beneficiaries the necessary information to be provided.

It must be returned to us completed, along with a copy of the convention and all the documents requested to justify the reason for the cancellation and to estimate the amount of prejudice (subscription form, original of the invoice for the expenses of cancellation, originals of the transport documents).

- If the reason for this cancellation is an illness or bodily harm, you or your beneficiaries must also provide, in the 10 days following your cancellation, in a confidential envelope to the attention of our Medical Director, the initial medical certificate specifying the date and nature of your illness or accident.
- Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.
- Any declaration that does not conform to the provisions specified in the present guarantee results in the forfeiture of any right to reimbursement.

- If necessary, the case manager reserves the right to subject you, at his expense, to a medical assessment. This request is sent by registered letter with confirmation of receipt.
- We reserve the option, if necessary, of requesting additional items.

## (9) REIMBURSEMENT

The reimbursement of expenses for cancellation is sent directly to your attention, or to that of your beneficiaries, or to your travel agency or to any other person upon express and written request from you.

The administrative charges, charges for visa, port and airline taxes related to the embarkation of the passenger, as well as the insurance premium, may not be reimbursed.

### OPTION: TRIP CANCELLATION GUARANTEE IN CASE OF TERRORIST ATTACK AND NATURAL DISASTER

#### (1) PURPOSE

The guarantee is granted in case of rioting, attacks or an act of terrorism or in case of a natural disaster occurring abroad, within a radius of 30 km of the location of your vacation or in the city or destination of your stay. The guarantee is extended to you in case of rioting, attacks or an act of terrorism, or in case of a natural disaster when the following conditions are satisfied:

- The event resulted in property damage and bodily harm in the city or destination of your stay,
- The French ministry of foreign affairs advises that people avoid travel to the cities or destination of your stay,
- The impossibility for the organization or authorized intermediary for your travel to offer you another location of destination or stay in replacement,
- The date of your departure is planned less than 30 days after the date of occurrence of the event,
- No similar event has occurred in the city or destination of your stay in the 30 days preceding the reservation of your package.

#### (2) LIMITS AND CONDITIONS

The compensation payable by the insurer is limited to the costs of cancellation or modification of the trip due on the date of occurrence of the event resulting in the application of the guarantee with the maximum amount provided for in the special conditions under deduction of port and air taxes related to passenger boarding, insurance premiums, visa fees and handling fees (retained by the tour operator and not reimbursed under this agreement).

#### (3) DEDUCTIBLE

An excess of 20% of the amount of the claim with a minimum of €75 per person is applied.

#### (4) WHAT TO DO IN CASE OF CLAIMS

- You or your claimants must inform your travel agency of your cancellation as soon as the insured event preventing your departure occurs; Indeed, our reimbursement is calculated based on the schedule of cancellation fees in place at the date of the first finding of the event giving rise to the benefit.
- You must notify us within 5 business days following the notification of your cancellation to your travel agency, complying with the claim notification procedure as described in Article "General terms of application".
- Your claim notification must include the following information - your name(s), surname and address - the policy number - the specific reason motivating your cancellation (e.g. illness, accident, business reason) - the name of your travel agency
- We will send the application file to you or your claimants. This must be returned completed enclosing a copy of the policy and all the documents requested to justify the reason for cancellation and to assess the amount of damages (travel booking form, original invoice of the cancellation fees, the original travel documents receipts).
- If the reason for cancellation is illness or a bodily injury, you or your claimants will also be asked to communicate within the 10 days following your cancellation, under confidential cover to our Medical Director, the initial medical certificate specifying the date and the nature of your illness or your injury.
- Once the deadline has expired, if we suffer any damage due to your late declaration, you will lose all rights to compensation.
- **Any declaration that does not comply with the provisions laid down in this policy will result in the lapse of any right to compensation.**
- If necessary, the claim manager reserves the right to send you and bear the costs of a medical examination by a registered letter with acknowledgement of receipt.
- We reserve the right to request additional documents if necessary

#### (5) EXCLUSIONS

The exclusions common to all guarantees of the present convention are applicable. Other exclusions included:

- Any circumstance representing only a simple inconvenience to your trip.
- Any event whose responsibility could be incumbent upon the trip organizer in application of headings VI and VII of law No. 92-645 of 13th July 1992 setting the conditions of exercising the activities of organizing and selling travel stays.
- Any claim due to a natural disaster or terrorist act that occurred more than 30 days before the planned trip or if the station, the city that has suffered from a natural disaster or an act of terrorism is not located 30 km from trip destination.
- Any act not declared as an act of terrorism or any act of declared as an act of war, whether it has been declared or not by the French Ministry of Foreign Affairs.

## CONTRACT FRAMEWORK

### ARTICLE 6. EXCLUSIONS COMMON TO ALL COVERS

Consequences and/or events resulting from the following are excluded and may lead to no intervention on our part or indemnification of any kind:

- The abusive use of alcohol (blood/alcohol level higher than that established by regulations in effect), the use or absorption of medications, drugs or narcotics not prescribed medically.
- An intentional or fraudulent act on your part.
- Participation as a competitor in a competition sport or rally granting the right to national or international ranking.
- Practice of any sport on a professional level.
- Participation in competitions of contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air.
- Practice of high-mountain climbing, bobsleigh, skeleton, hunting of dangerous animals.
- Speleology or aerial sports including hang glider, paraglider, parachute, microlight aircraft, hot-air balloon, airship, gliding, power kite, paramotor.
- The consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity.
- Voluntary non-observance of the regulations of the country visited or the practice of activities not authorized by the local authorities.
- Official interdictions, seizures or obligations by the public authorities.
- Civil or foreign war, rioting or popular movements, lockout, strikes, attacks or acts of terrorism, piracy, storms, hurricanes, earthquakes, cyclone, volcanic eruptions or other cataclysms, disintegration of an atomic nucleus, explosion of devices and radioactive nuclear effects.
- Effects of pollution and natural disasters, as well as their consequences.
- Any intervention initiated and/or organized at a state or inter-state level by any authority or government or non-governmental body.
- Cancellation due to travel restrictions as a direct result of the World Health Organization declaring a pandemic or any known event at the time of the holiday purchase.
- Cancellation due to illness without a medical certificate from the treating medical practitioner.
- The refund of all or part of the trip which was totally or partially refunded by the travel organizer or by the transport company however the type of refund (transfer, cash, advance, voucher...).

## ARTICLE 7. RESTRICTIVE CONDITIONS OF APPLICATION

### 7.1. RESPONSIBILITY

We cannot be held responsible

- for any loss of a professional or commercial nature that you incur following an event having necessitated our intervention.
- for the consequences of eventual delays, hindrance or professional fault of the service provider contacted.

We cannot replace local or national organizations for emergency response or research, and we do not accept responsibility for expenses incurred due to their intervention, unless otherwise contractually stipulated.

### 7.2. EXCEPTIONAL CIRCUMSTANCES

We agree to mobilize all means of action at our disposal to implement all of the guarantees specified in the convention.

However, it is understood by common accord between the parties, that our commitment is based on an obligation of means and not of results, taking into account the context in which we could be required to provide our services.

As such, we cannot be held responsible for non-execution or delays caused by civil or foreign war, declared or not, general mobilization, the requisition of persons and equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strikes, rioting, popular movement, the restriction of free circulation of property and persons regardless of the competent authority that imposes it, natural disasters, the effects of radioactivity, epidemics, and infectious or chemical risk, all cases of force majeure rendering execution of the convention impossible.

## ARTICLE 8. LEGAL FRAMEWORK

### 8.1. DATA PROTECTION CLAUSE TO BE INCLUDED IN T&C'S

Details of you, your insurance cover under this policy and claims will be held by us (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your assistance guarantees, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

d. technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;

e. obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim;

and

f. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance Limited, or have other requests or concerns relating to our use of your data, please write to us at:



#### INTER PARTNER ASSISTANCE AXA Travel Insurance Limited

106-108 Station Road  
Redhill  
RH1 1PR

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

Our full privacy notice is available at: [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy)  
Alternatively, a hard copy is available from us on request.

## 8.2. SUBROGATION

AXA Assistance is subrogated in the rights and actions of any natural person or company, beneficiary of all or a portion of the guarantees appearing in the present convention, against any third party responsible for the event having triggered its intervention, to the limit of the incurred by it in execution of the present convention.

## 8.3. STATUTE OF LIMITATIONS

All actions resulting from the present convention are timebarred by two years starting from the causal event, under the conditions defined by Articles L 114-1 and L 114-2 of the Insurance Code.

The time limitation may be interrupted by one of the ordinary causes of interruption of the time limitation and by the designation of an expert following an incident. The interruption of the time limitation may, in addition, result from the mailing of a registered letter with confirmation of receipt by Insurer to the insured concerning the action for payment of the premium and by the insured to the Insurer as concerns payment of the indemnity.

## 8.4. COMPLAINTS AND MEDIATION

In case of difficulties relative to the conditions of application of his contract, the Beneficiary must contact: AXA Assistance, ATI FRANCE C/Tarragona n°161, 08014 - Barcelona, España.

If a disagreement remains, the Beneficiary has the option of calling upon a mediator whose contact information shall then be provided by AXA Assistance, without prejudice to other means of legal action.

## 8.5. SETTLEMENT OF DISPUTES

Any dispute related to the present convention which has not resulted in amicable resolution between the parties or, if applicable, a settlement by the mediator, shall be brought before the competent jurisdiction.

## 8.6. INSPECTION AUTHORITY

INTER PARTNER Assistance is subject, in its capacity as an insurance company under Belgian law, to regulation by the Banque Nationale de Belgique (Boulevard de Berlaimont 14 - 1000 Bruxelles - Belgique - TVA BE 0203.201.340 - RPM Bruxelles - [www.bnb.be](http://www.bnb.be)) as well as control in matters of protection of investors and consumers of the Autorité des services et marchés financiers (FSMA - Rue du Congrès 10-16 - 1000 Bruxelles - Belgique - [www.fmsa.be](http://www.fmsa.be)).



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ORIAS N°07 001 560  
Simplified joint-stock company with a capital of 46 027 140 euros  
Paris Trade and Companies Register N°: 414 572 248  
European Union VAT N°: FR 22 414 572 248  
Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.