

## **CANCELLATION WITHOUT PROOF**

**Policy no. AX2019208**

### ***To declare your Cancellation insurance claims***

**Visit our website :**

**[www.gestion.presenceassistance.com](http://www.gestion.presenceassistance.com)**

- Complete the field "number of your travel file" with the reference number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your reference number and all the documents which must be supplied.
- AXA Assistance reserves the right, if applicable, to request additional documentation in order to assess the reality of the loss and the value of the compensation payment. AXA Assistance also reserves the right to require the Insured to undergo a medical inspection; the costs of such inspection would be payable by AXA Assistance. The request will be sent to the Insured by registered letter with acknowledgement of receipt.

***Through this website you will be able to send us your documentation and monitor the progress of your application in real time.***

## TABLE OF COVER

### Trip Cancellation Costs

	Maximum cover	Excess
Reimbursement of cancellation costs invoiced by your travel organiser due to any reason WITHOUT CAUSE WITHOUT PROOF	€10,000 per person/ €60,000 per event	30% of the value of the loss with a minimum of €100 per person per person

### GENERAL PROVISIONS

#### INSURANCE COMPANY CONTACT DETAILS

The insurance coverage is provided under the Contract by the Irish subsidiary of **Inter Partner Assistance SA**, a Belgian insurance company with capital of €11,702,613, accredited by the National Bank of Belgium under number 0487, entered on the Companies Register of Brussels under number 415 591 055, having its registered office at 166 boite 1 Avenue Louise, 1050, Brussels, Belgium.

Inter Partner Assistance, the Irish subsidiary of Inter Partner Assistance SA, is located at 10/11 Mary Street, Dublin 1, Ireland (company number 906006), and conducts its business under the authority of the Central Bank of Ireland. As an insurance company organised and existing under the laws of Belgium, Inter Partner Assistance is subject to the prudential control of the National Bank of Belgium (Boulevard de Berlaimont 14 –1000 Brussels – Belgium – VAT BE 0203.201.340 – RPM Brussels – [www.bnb.be](http://www.bnb.be)).

Some Contract guarantees, particularly data processing and data protection, are borne by **AXA Travel Insurance** (company number 426087), located at 10/11 Mary Street, Dublin 1, Ireland.

All these companies are part of the AXA Assistance Group.

Any **request for assistance** shall be made to the Assistance Centre of AXA ASSISTANCE on: +33 1 7077 0416.

**Claims** are declared on the website of the online declaration service provider PRESENCE ASSISTANCE TOURISME at: [www.gestion.presenceassistance.com](http://www.gestion.presenceassistance.com).

#### DEFINITIONS AND FIELD OF APPLICATION:

Terms in the Contract which are not defined under the Contract, whether used in the singular or in the plural, shall have the following meanings:

**Accident:** Every non-intentional bodily injury of the victim originating from the sudden action of an external cause.

**Serious Accident:** Every non-intentional bodily injury of the victim originating from the sudden and unforeseeable action of an external cause, recorded by a doctor and involving cessation of all professional or other activities, and preventing them from undertaking any movement by their own means.

**Act of War:** an act having the same characteristics as an act of terrorism, but perpetrated in relation with an international conflict.

**Act of Terrorism:** an act involving violence or the threat of violence or deliberate attacks on the life or integrity of persons or the environment which imperil human health or health of animals or the natural environment, when it is committed intentionally in relation with an individual or collective action intended to seriously disturb public order by intimidation or terror, pursuant to articles L.421-1 and following of the French Criminal Code, and qualified as acts of terrorism by the French Foreign Affairs Ministry or Ministry of the Interior.

**Insured:** The insured person or persons, residing in the European Union and Norway.

**Insurer:** The company providing the Contract's cover, namely:

- the company **Inter Partner Assistance SA**, through its Irish branch, located at 10/11 Mary Street, Dublin 1, Ireland (registration number 906006), under the authority of the Central Bank of Ireland. Inter Partner Assistance is a branch of Inter Partner Assistance SA, a Belgian company, located at 166 boite, 1 Avenue Louise, 1050, Brussels, under the authority of Banque Nationale de Belgique.
- the company **AXA Travel Insurance** (company number 426087), located at 10/11 Mary Street, Dublin 1, Ireland, for certain elements of the Contract's cover (data processing and protection).

All these companies belong to the AXA Assistance Group.

**Attack:** All acts of violence, constituting a criminal or illegal attack, made against persons and/or property in the country in which

the Insured is staying, intended to cause serious public disorder. This Attack must be identified by the French Foreign Ministry.

**Natural Catastrophe:** Abnormal intensity of a natural agent not caused by human intervention.

**Contract:** the insurance policy consisting of the present general and special provisions, and the Special Terms if applicable. The special provisions take precedence over the general provisions.

**Domicile:** The principal and habitual place of residence of the Insured located in a European country. In the event of a dispute the tax address shall be considered to be the Domicile.

**Bodily Injury:** Accidental bodily injury caused to Third Parties;

**Tangible and/or Intangible Loss:** Accidental damage or destruction of a material good, and all financial losses resulting from deprivation of enjoyment of a right.

**Inhabited DOM-ROM, COM and Communities with unique statuses:** Guadeloupe, Martinique, French Guiana, Réunion, French Polynesia, Saint Martin, Saint Barthelemy, New Caledonia.

**Term of Cover:** The cover is valid for the duration of the Trip mentioned in the sale contract or the invoice of purchase of the Trip, up to a maximum of 90 consecutive days, subject to any express clause to the contrary.

**Riot:** popular uprising which results in violence during a tense situation.

**Europe:** Albania, Germany, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic, Ukraine, Vatican (Holy See).

**Event:** Any event leading to prejudicial consequences, which may lead to the application of one or more forms of cover under the Contract.

**Excess:** Value which is payable by the Insured in the event of a Loss.

**Strike:** Collective action consisting of a concerted stoppage of work by the employees of a company, an economic sector or a professional category seeking to further claims.

**Hospitalisation:** a stay of more than 48 consecutive hours in a public or private hospital establishment

**Illness:** Any impairment of health or any bodily injury recorded by a doctor.

**Serious Illness:** Any impairment of health recorded by a doctor, implying cessation of all professional or other activities, and requiring appropriate care.

**Family Members:** Spouse or common-law partner, ascendants or descendants as far as the 2nd degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law of the Insured.

**Pollution:** Degradation of the environment by the introduction into air, water or soil of material which is not naturally present in the environment.

**Loss:** Occurrence of an Event stipulated in the Contract. All claims relating to a single Loss constitute a single, unique Event.

**Policy-holder:** The organisation or legal entity or natural person, domiciled in France or in the DOM ROM [French Overseas *Départements* and Regions], COM [French Overseas Communities] and Communities with unique statuses, which signed this Contract.

**Family Rate:** applies to all subscriptions for at least 3 persons, up to a maximum of 6 persons, from the same family, defined as follows: Parents and fiscally dependent children, or in place of parents, grandparents and grandchildren. All participants who must be included in the same registration form or the same service invoice of the organiser of the trip. Groups and GIRs (Joined Individuals Groups) cannot enjoy this rate.

**Organised Group Rate:** applies to all subscriptions of at least 3 persons and at most 9 persons (whether or not related to one another) included in the same registration form or the same service invoice of the travel organiser. Groups and GIRs (Joined Individuals Groups) cannot enjoy this rate.

**Territorial Coverage:** Whole world.

**Third Party:** All natural persons or legal entities, excluding the Policy-Holder, the Insured, Members of the Insured's Family and persons accompanying them and their employees.

**Established Theft:** A theft committed by a Third Party, with violence or involving a break-in, approved and recorded as such by a competent authority.

**Trip:** Transport and trip covered by the Contract.

#### **SUBSCRIPTION PERIOD**

**To be valid the present contract must without fail be signed at the same time as the trip is reserved. As an exception to this, the present contract may be signed within 7 days of the purchase of the trip, but in this case a 10-day claims waiting period shall be applied from the signature date.**

**However, if the trip cancellation is due to a modification or cancellation of paid leave by the employer, or to the theft of identity documents, the loss will be covered only if the purchase is SIMULTANEOUS with purchase of the trip.**

#### **LIMITATION OF THE INSURER'S UNDERTAKING**

The actions which **the Insurer** undertakes are performed in full compliance with national and international laws and regulations. They are therefore dependent on the necessary authorisations being obtained from the competent authorities.

**The Insurer** cannot be held liable for delays or difficulties in performing the agreed services in the event of Strikes, riots, popular movements, restriction of free circulation, sabotage, attacks, civil or foreign war, effect of radiation or any other accidental case or case of force majeure.

Services not requested during the course of the Trip or not organised by **the Insurer** do not give entitlement to any compensating indemnity.

**The Insurer** shall decide on the nature of the travel tickets given to the Insured, according firstly to the possibilities provided by carriers, and secondly the duration of the journey.

## **GENERAL EXCLUSIONS**

**The Insurer's coverage shall not apply in the following cases:**

- **Use of drugs, of any narcotics mentioned in the French Public Health Code, and of medicines and treatments not prescribed by a physician;**
- **The consequences of traffic accidents caused by the Insured when the latter is under the influence of alcohol proven by a blood alcohol concentration above the maximum level authorised by regulations in force in the country in which the accident occurs;**
- **The consequences of intoxicated conditions, intentional acts and faults of the Insured;**
- **The conscious non-observance by the Insured of laws and regulations in force in the country in which the Insured is staying;**
- **Suicide or attempted suicide by the Insured, self-inflicted injury;**
- **Participation in bets, crimes and fights (except cases of rightful defence);**
- **Damage intentionally caused by the Insured, on his/her instruction or with his/her aiding and abetting;**
- **Handling or possession of war machines and weapons, including those used for hunting;**
- **All force majeure events rendering performance of the Contract impossible, particularly bans decided by authorities in the country of departure, transfer or destination;**
- **Civil or foreign war, riots, public commotion, Strikes, acts of terrorism or sabotage;**
- **Accident caused by any nuclear fuel, radioactive product or waste, any apparatus designed to irradiate or explode by modification of the nucleus of an atom, and their decontamination, whether in the country of departure, transfer or destination;**
- **The consequences of infectious risk situations in the context of an epidemic involving quarantine or preventive measures or specific surveillance by local and/or national health authorities in the home country;**
- **An earthquake, a volcanic eruption, a tidal wave, a flood or a natural calamity except within the framework of the provisions of French law no. 86-600 of 13 July 1982 on the compensation of victims of Natural Disasters;**
- **Environmental damage sustained by the natural elements such as air, water, soil, fauna and flora, whose use is common to all, and related disfigurement or loss of amenity;**
- **Accidents caused by the Insured's participation in sports within the framework of an official competition organised by a sports federation and requiring a licence, and training for participation in competitions;**
- **Mountaineering beyond 3,000 metres, bobsleigh, hunting dangerous animals, aerial sports, skeleton sport, caving and off-piste skiing, solo sailing and/or sailing more than 60 nautical miles from the coast;**
- **Political problems creating a risk for personal safety;**
- **The driving of any vehicle if the Insured does not have the corresponding permit, licence or certificate;**
- **The absence of hazard;**
- **Negligence on the part of the Insured.**
- **Commercial gestures**
- **Identity documents necessary for the Trip that are not valid**
- **Events happening in Iran, Iraq, Afghanistan , North Korea, Syria , Crimea are excluded**

## **SANCTION AND EMBARGO CLAUSE**

Notwithstanding any other contrary term in this contract, the following applies :

If a law or regulation, applicable to Inter Partner Assistance at the effective date of this contract or at any time after the effective date, stipulates that cover offered to Insured under this Contract is or would be illegal because it infringes an embargo or sanction, Inter Partner Assistance will not be obliged to provide to the Insured this cover in any manner whatsoever, as far as it would infringe this law or regulation.

Where it is legal for Inter Partner Assistance to provide coverage under this Contract but the settlement of a claim may be in breach of an embargo or penalty, Inter Partner Assistance will take all necessary steps to obtain the authorization necessary to make this payment.

If the law or regulation becomes applicable during the Term of this Contract and limits the ability of Inter Partner Assistance to provide the coverage as specified in the first paragraph, the Subscriber and Inter Partner Assistance may terminate this Agreement in accordance with applicable regulations. In force, subject, for Inter Partner Assistance to a minimum notice of thirty (30) days. In the event of termination by both the Underwriter and Inter Partner Assistance, Inter Partner Assistance will retain its share of the premium in proportion to the period during which the Contract was in effect.

#### **PLURALITY OF INSURANCE**

In accordance with Article L112-10 of the Insurance Code, the Subscriber is invited to check that he is not already a Beneficiary of a contract covering one of the risks covered by the Contract. If this is the case, he / she will have the right to waive this Agreement for a period of fourteen (14) calendar days from its conclusion, without any fees or penalties, provided all the following conditions are met:

- the Subscriber has subscribed this Agreement for non-professional purposes;
- this Contract complements the purchase of a good or service sold by a supplier;
- the Subscriber warrants to be already covered for any of the risks covered by this Contract;
- this Contract is not fully executed;
- the Subscriber has declared no Claim covered by the Contract.

In this situation, the Subscriber may exercise his right to waive this Agreement by mail to the following address, together with a document justifying that he already has a cover for one of the risks covered by the new Contract:

Presence Assistance Tourism

TSA 16666

92308 LEVALLOIS PERRET Cedex - FRANCE

Tel: +33 (0) 1 55 90 47 51

The insurer is required to reimburse the Subscriber the premium paid, within thirty (30) days of its renunciation.

However, if the Subscriber has declared a Claim involving the cover, he can no longer exercise this right of withdrawal. If the Subscriber wishes to waive his Contract but does not meet all of the above conditions, he must check the waiver conditions in his contract.

#### **RIGHT OF WAIVER IN CASE OF DISTANCE SALE**

In case of distance selling, the Subscriber / the Insured may renounce his contract within fourteen (14) calendar days of the date of receipt of the General Conditions, which are presumed to be received by the Subscriber / the Insured two (2) business days after the closing date of the subscription. If the Subscriber / Insured has not received the documents within two (2) working days from the date of conclusion, he must contact Presence Assistance Tourism.

The sample waiver form is to be sent by letter to the mailing address:

Presence Assistance Tourism

TSA 16666

92308 LEVALLOIS PERRET Cedex - FRANCE

Sample form:

Please complete and return this form only if you wish to cancel the Agreement.

**RENUNCIATION FORM**

I hereby notify you that I wish to cancel the XXXX Contract, the subscription number of which is:

Subscriber's name Subscriber's first name

Date Signature of Subscriber

#### **SANCTIONS IN CASE OF FALSE INTENTIONAL OR NON-INTENTIONAL DECLARATION**

In accordance with the provisions of Article L. 113-8 of the Insurance Code, the Contract is void if there is reluctance or intentional misrepresentation on the part of the Insured, when this reluctance or misrepresentation changes the purpose of the Contract. risk or diminishes the opinion for the insurer, even though the risk omitted or misrepresented by the Insured has had no influence on the claim. The premiums paid then remain vested in the insurer who is entitled to the payment of all premiums due as damages.

In accordance with the provisions of Article L. 113-9 of the Insurance Code, in the event of omission or misrepresentation by the Insured whose bad faith is not established, ascertained before any loss, the insurer has the right to either maintain the contract, subject to an increase of premium accepted by the Insured, or to terminate the contract ten days after notification to the insured by registered letter, returning the portion of the premium paid for the time when the insurance no longer runs. In the event that the Insured's omission or misrepresentation of which the bad faith is not established is not established until after a loss, the indemnity is reduced in proportion to the rate of the premiums paid in relation to the rate premiums that would have been due if the risks had been fully and accurately reported.

#### **CESSATION OF SUBSCRIPTION**

Subscription and warranties cease:

- if exercised by the subscriber, his right to waiver, the date of sending the letter of renunciation, the postmark being authentic;
- in case of non-payment of the premium, pursuant to the provisions of article L 113-3 of the Insurance Code;
- in all other cases provided for by the Insurance Code.

#### **LOSS ADJUSTMENT**

Damage to insured goods shall be assessed by mutual agreement or, failing such agreement, by loss adjustment, subject to the parties' respective rights. Each of the parties shall choose an adjuster; if the adjusters thus appointed do not agree, they shall seek the opinion of a third adjuster; the three adjusters shall decide jointly by a majority of votes.

Should one of the parties fail to appoint an adjuster, or should the two adjusters fail to agree on the choice of the third adjuster, such appointment shall be made by the competent judicial authority. This appointment shall be made upon a simple petition signed by the two parties, or only one party, provided the other party has been given notice to sign by registered letter.

Each party shall pay the fees and expenses of their adjuster; where applicable the fees of the third-party adjuster and the costs of his appointment shall be borne in equal shares by **the Insurer** and the Insured.

#### **RECOURSE AGAINST LIABLE THIRD PARTIES**

Pursuant to the provisions of Article L.121-12 of the Insurance Code, an **Insurer** who has paid insurance compensation is assigned, up to the amount of this compensation, the rights and actions of the Insured against any Third Parties who caused the damage. However, this assignment shall not apply to lump-sum indemnities guaranteed in the event of death or permanent disability of the Insured.

#### **COMPLAINTS AND MEDIATION**

In the event of a complaint concerning application of the Cancellation, Baggage, Transport Delay, the Insured may write to:

Presence Assistance Tourisme  
55 bis rue Edouard Vaillant  
92300 LEVALLOIS PERRET - FRANCE  
Tel: +33 (0) 1 55 90 47 51

In the event of a complaint concerning application of the Repatriation, the Insured may write to:

AXA Assistance  
ATI France  
C/Tarragona N°161  
0814 Barcelona, España

AXA Travel Insurance agrees to acknowledge receipt within ten (10) business days of receipt of the claim, unless a response is provided within this time.

An answer will be sent within a maximum of two (2) months unless the complexity requires additional time.

If a disagreement subsists, they may contact the independent Ombudsman in writing :

La Médiation de l'Assurance  
TSA 50110  
75441 Paris Cedex 09

Or by completing the information form directly on the internet site :

[www.mediation-assurance.org](http://www.mediation-assurance.org)

This recourse is free of charge. The opinion of the Ombudsman is not binding and the Insured retains full freedom to bring action in the competent French court.

The Ombudsman produces his opinion within a period of 90 days from receipt of the full case file.

The Charter of Mediation in insurance is also available to view by using the following link :

[www.mediation-assurance.org/medias/mediation-assurance/Charte\\_V2.pdf](http://www.mediation-assurance.org/medias/mediation-assurance/Charte_V2.pdf)

### LIMITATION OF ACTIONS

In accordance with Article L. 114-1 of the Insurance Code, all actions arising in connection with the Contract shall be time-barred two years after the Event giving rise to them.

This period of time shall only commence:

- In the event of concealment, omission, misrepresentation or misstatement about the risk exposure, on the date on which the **Insurer** is aware thereof;
- In the event of a Claim, on the date on which the interested parties are aware thereof, if they can prove that they were not aware of it prior to that date.

When the Insured's action against the **Insurer** is due to a third-party action, the period of limitation shall only commence on the date on which such third party has brought a court action against the Insured or has been compensated by the latter.

The period of limitation is extended to ten years for insurance contracts covering personal accidents, where the beneficiaries are the assigns of the deceased Insured.

In accordance with Article L. 114-2 of the Insurance Code, the period of limitation shall be interrupted by one of the ordinary causes specified below:

- any legal action, even by summary proceedings or where it is brought before a court not having jurisdiction;
- any enforcement order, or any conservatory measure decided pursuant to the code of civil enforcement procedures;
- any acknowledgement by the **Insurer** of the Insured's right to coverage, or any recognition of a debt of the Insured to the **Insurer**;
- any recourse to mediation or conciliation;
- when the party is unable to take action further to an impediment resulting from any law, convention or force majeure.

The period of limitation shall also be interrupted by:

- the appointment of adjusters further to a Claim;
- a registered letter with acknowledgement of receipt sent by the **Insurer** to the Insured concerning action in payment of the premium or sent by the Insured to the **Insurer** concerning payment of compensation.

In accordance with Article L. 114-3 of the Insurance Code, the parties to the insurance contract may not, even by mutual agreement, modify the period of limitation or add any causes of suspension or interruption thereof.

### PROTECTION OF PERSONAL DATA

As joint data processor, the information concerning the Insured is collected, used and stored by Inter Partner Assistance and Presence Assistance Tourisme for the underwriting, execution, management and execution of this Agreement, in accordance with the provisions of the regulations applicable to the protection of personal data and in accordance with its policy of protection of personal data as published on its website.

As part of its activities, Inter Partner Assistance will be able to:

- a) Use the information of the Insured or those of the persons benefiting from the coverages, in order to provide the services described in these General Conditions. By using the services of Inter Partner Assistance, the Insured agrees that Inter Partner Assistance uses its data for this purpose;
- b) To transmit the Insured Person's personal data and the data relating to his Contract, to the entities of the AXA Group, to the service providers of Inter Partner Assistance, to the staff of Inter Partner Assistance, and to all persons likely to intervene within the limits of their respective powers, in order to manage the Insured's claim file, to provide him with the guarantees due to him under his Contract, to make payments, and to transmit such data in cases where the law requires or allows it;
- c) Listening to and / or recording telephone calls of the Insured as part of the improvement and monitoring of the quality of services rendered;
- d) Conduct statistical and actuarial studies as well as customer satisfaction analyzes in order to better adapt our products to the needs of the market;
- e) Obtain and keep any relevant and appropriate photographic document of the Insured's property, in order to provide the services offered as part of his assistance contract and validate his request; and
- f) Conducting quality surveys (in the form of requests to be returned or surveys) relating to the services of Inter Partner Assistance and other customer service communications.
- g) Use personal data as part of an anti-fraud treatment; this treatment may lead, if necessary, to a listing on a list of people at risk of fraud.

Inter Partner Assistance is subject to the legal obligations arising mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, Inter Partner Assistance implements a contract monitoring treatment that can lead to the drafting of a declaration of suspicion in accordance with the provisions of the Act in this regard.

The data collected may be communicated to other AXA Group companies or to a third party partner, including for commercial prospecting purposes. If the Insured does not want his data to be transmitted to AXA Group companies or to a third party for use for commercial prospecting purposes, he may object by writing to:

Data Protection Officer

AXA Travel Insurance Limited  
106-108 Station Road  
Redhill  
RH1 1PR  
United Kingdom

Some of the recipients of this data are located outside the European Union, and in particular the following recipients: AXA Business Services located in India and Axa Assistance Maroc Services located in Morocco.

For any use of the Insured Person's personal data for other purposes or where required by law, Inter Partner Assistance must seek its consent.

The Insured may withdraw at any time his consent.

By subscribing to this contract and using its services, the Insured acknowledges that Inter Partner Assistance may use its personal data and agrees that Inter Partner Assistance uses the sensitive data described above. In the event that the Insured provides Inter Partner Assistance with information about third parties, the Insured undertakes to inform them of the use of their data as defined above and in the confidentiality policy of Inter's website. Partner Assistance (see below).

The Insured may obtain, on simple request, a copy of the information concerning him. He has a right to information on the use made of his data (as stated in the privacy policy of the site Inter Partner Assistance - see below) and a right of rectification if he finds an error.

If the Insured wishes to know the information held by Inter Partner Assistance about him, or if he has other requests concerning the use of his data, he can write to the following address:

Data Protection Officer

AXA Travel Insurance Limited

106-108 Station Road

Redhill

RH1 1PR

United Kingdom

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

#### **GOVERNING LAW**

The Contract is governed by the laws of France.

#### **SUPERVISORY AUTHORITY**

Inter Partner Assistance is subject as an insurance company under Belgian law to the prudential supervision of the National Bank of Belgium located Boulevard de Berlaimont 14 - 1000 Brussels - Belgium - VAT BE 0203.201.340 - RPM Brussels - ([www.bnb.be](http://www.bnb.be)). The Irish branch of Inter Partner Assistance is under the control of Central Bank of Ireland, located at North Wall Quay, Dublin 1, D01 F7X3.

## **SPECIAL PROVISIONS**

### **TRIP CANCELLATION COSTS**

#### **ARTICLE 1 - NATURE OF THE COVER**

The Insurance Company covers, **up to a maximum amount and with an Excess of 30% of the price of the trip**, the refund of cancellation fees charged by the travel organiser under its terms and conditions of sale irrespective of the cause of the cancellation. Similarly, the Insurance Company covers the refund of cancellation fees charged by the travel organiser under its terms and conditions of sale in the event of cancellation by any person due to travel with the Policyholder (**maximum six people**) during the trip, registered at the same time as the Policyholder and insured under this Contract. However, if the Policyholder wishes to travel without the person or persons with whom s/he was due to travel, additional costs for a single hotel room or cabin will be covered. If the Policyholder chooses to be replaced by someone else rather than cancel the trip, the Insurance Company pays the name change fees charged by the supplier (tour operator, airline, etc.), insofar as the amount of this compensation is not greater than the amount of the cancellation fees payable on the date of occurrence of the Claim.

#### **ARTICLE 2 - EFFECTIVE DATE OF THE COVER**

Provided the insured has previously paid the corresponding premium the cover takes effect on signature of the present contract, and expires at the time of departure in the place of convocation stipulated by the organiser of the trip, or when the keys are transferred in the case of a lease.

#### **ARTICLE 3 - LIMITATION OF COVER**

The compensation payment due under the present cover cannot exceed the actual value of the penalties invoiced, up to the maximum limit of the table determined in the table of cover following the cancellation of the trip.



**Administrative costs, the insurance premium, charges repayable to the travel agency or to the insured by the carrier or any collection agency, and visa costs, are not reimbursable.**

#### **ARTICLE 4 - EXCESS**

In all cases **the Insurer** shall compensate the Insured after deducting an Excess the value of which is specified in the Table of Cover

#### **ARTICLE 5 - EXCLUSIONS**

**No exclusions apply as part of the insurance for cancellation without proof.**

#### **ARTICLE 6 - OBLIGATIONS IN THE EVENT OF A LOSS**

The Insured or their beneficiaries must:

- **Inform** the company from which the Insured purchased their service when the Loss occurs. If the Insured cancels belatedly, **PRESENCE ASSISTANCE TOURISME** can pay only for the costs of cancellation payable on the date of occurrence of the Event,
- **Inform PRESENCE ASSISTANCE TOURISME** in writing when the Loss occurs, and at the latest within **5 working days**. After this time the Insured will forfeit all rights to compensation if their delay has caused a prejudice to the Insurer,
- **Send PRESENCE ASSISTANCE TOURISME** all documents required to open the file to prove that the claim is justified and to prove its value.

Unless **the Insurer's** consulting doctor is sent the medical information required for the investigation the case cannot be managed. It is expressly agreed that the Insured accepts in advance the principle of a check-up by **the Insurer's** consulting doctor. Consequently, if the Insured objects to this without a legitimate reason they shall lose all entitlement to the cover

**PRESENCE ASSISTANCE TOURISME** reserves the right to be given the transport ticket initially provided and not used, or a copy of the reimbursement made by the air **Insurer**.