

**ALL CAUSES TRIP CANCELLATION – TRIP MODIFICATION + INTERRUPTION  
INDIVIDUALS  
POLICY N° 4.091.646**

**CHAPTER 1 – DEFINITIONS**

**THE DEFINITIONS BELOW ARE APPLICABLE TO ALL THE COVERAGE, EXCEPT FOR THE DEFINITIONS THAT ARE SPECIFIC TO EACH ONE.**

For the application of this contract, the terms below are defined as follows:

**Accident**

Any bodily injury, not inflicted intentionally by the Insured, caused by a sudden and unforeseeable external action suffered by the Insured after the contract's date of coming into effect.

**Assistance centre**

The assistance company mandated by the Insurer.

**Baggage**

Travel bags, suitcases, objects and personal effects required by the Insured for their personal use during the Trip, excluding any items of clothing worn by the Insured.

**Beneficiary**

For all coverage the beneficiary is the Insured themselves, unless otherwise stated in the contract.

**Claim**

The occurrence of an event defined in the contract. All the events attached to a single generating cause are considered to be the same claim.

**Claim declaration and management centre**

AVI INTERNATIONAL, mandated by the Insurer.

**Certificate of coverage**

A document to be printed by the Insured or their agent which contains their surname and first name, Trip start and end date and identification number.

**Child**

The legitimate, natural or adopted children of the Insured and/or their Partner.

**Civil war**

An armed conflict opposing two or more parties belonging to a same State of which the opposing parties belong to a different ethnic group, religion or have a different ideology. Are especially considered to be a civil war: armed rebellion, a revolution, a mutiny, a coup, the consequences of martial law or of the closure of borders ordered by a government or local authorities. The burden of proof that the claim is the result of a civil war is on the Insurer.

**Département et Région D'Outre-Mer**

Guadeloupe, Martinique, Guyana and Reunion.

**Epidemic**

The rapid spread of an infectious and contagious disease to a large number of people in a given place at a given time and which has reached at least level 5 according to WHO criteria.

**Europe**

The countries that are part of the European Economic Area (including the French "Départements et Régions d'Outre-Mer") as well as Switzerland, Monaco and Andorra.

**Excess**

A fixed amount defined by the contract which remains at the expense of the Insured in the event of compensation following a Claim.

An Excess can also be expressed in hours, days or as a percentage.

In these cases the guarantee becomes applicable on expiration of the fixed period or beyond the defined percentage.

**Foreign war**

An armed conflict, whether declared or not, between one State and another. An invasion or a state of siege are also considered to be foreign wars. If an Accident occurs, the burden of proof that the claim is the result of an action that is not caused by a foreign war is on the Insured.

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**Foreign country**

A country other than that in which the Insured has her/his home address.

**France**

Metropolitan France, Corsica, Monaco and the "Départements et Régions d'Outre-Mer".

**Home address**

The usual place of residence of the Insured on the date of their subscription in France (Metropolitan France, Corsica, "Département et région d'Outre-Mer", Mayotte, Saint Bathélémy and St Martin) or in one of the European Economic Area member states and Monaco.

In the event of a dispute, the tax address is considered to be the Home address.

**Hospitalisation**

The fact of receiving care in a Hospital establishment requiring a stay of a minimum of 24 consecutive hours. Are considered to be a Hospital establishment: a hospital or clinic authorised to carry out acts and treatments on sick or injured persons, that have the authorisations of the local public authorities to carry out these practises, and the staff required to do so.

**Illness**

Any alteration in health or any physical disorder certified by an authorised medical authority during the period the contract is applicable.

**Insured**

The customer of whom the surname and first name are written on the Subscription form and who has paid the corresponding premium.

**Insurer**

AIG Europe Limited, a company registered in England and Wales under the number 01486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom

**Head office for France: 16 place de l'Iris 92400 Courbevoie. Postal address: Tour CB 21-16 place de l'Iris 92040 Paris la Défense Cedex. RCS Nanterre 752 862 540 Telephone: +33 1.49.02.42.22 – Fax: +33 1.49.02.44.04.**

**Maximum per event**

If the insurance covers several Insured who are victims of a single event, the Insurer's coverage is limited to the maximum amount defined for this coverage whatever the number of victims. Going forward, the compensation is reduced and prorated proportionally to the number of victims.

**Natural Disaster**

A natural event, forest fire or pollution leading to the prohibition of Trips to the site by the authorities during all or part of the Trip period, as defined by French Act N° 86-600 of 13th July 1986.

**Partner**

The spouse of the Insured if not legally separated, the partner, or any person that has entered into a civil partnership with the Insured and living at the same Home address.

**Pre-existing accident or condition**

Any temporary or permanent physical injury to the Insured certified by a competent medical authority, prior to the registration for the Trip, which has not been the subject of a first diagnosis, a relapse, a worsening or Hospitalisation during the 30 days prior to the purchase of the Trip.

**Serious accident**

Any bodily injury, not inflicted intentionally by the Insured, inflicted by a sudden and unforeseeable external cause after the contract's date of coming into effect, certified by an authorised medical authority and making it impossible for the Insured to travel by their own means.

**Serious illness**

Any sudden change in state of health confirmed by an authorised medical authority and leading to the stopping of all professional or other activity, and which has an uncertain outcome or a long evolution requiring intensive medical treatment and usually admission to hospital for tests and treatment.

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**Service provider**

The Trip organiser or distributor (tour operator, travel agent, airline or transport company, real estate agency, tourist office, booking centre, spa treatment establishment, associations, works committees, etc.).

**Subscribing member**

An AVI partner company which has subscribed to this contract, acting on behalf of its customers.

**Subscription application**

A document correctly filled in by the Insured, on which are mentioned their surname and first name, date of birth, address, Trip dates, destination country, the coverage period, the option chosen if applicable, the date the document was drawn up and the amount of the corresponding insurance premium.

By extension, this document can also be the subscription form for the Trip completed by the Service provider and their customer.

In the event of a claim, only subscriptions for which the full corresponding premium has been paid will be taken into consideration by the Insurer.

**Territoriality**

Entire world

**The following are always excluded: any Trips to, in or through the following countries: Afghanistan, Cuba, Liberia, Crimea or Sudan.**

**Trip**

A period of twelve months maximum during which the Insured stays at the destination on the dates mentioned on the subscription application.

**Valuables**

Valuables are considered to be valuable objects, jewellery, objects made from precious metals, precious stones, pearls, wristwatches, furs, hunting guns, photographic equipment, cinema equipment, mobile computer and telephone equipment, sound and image recording and playing equipment, the accessories for this equipment and objects other than clothing having a unit value of more than **500 €**.

<b>CHAPTER 2 - TYPE, AMOUNT AND EXCLUSIONS FROM THE COVERAGE</b>
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This is a group insurance contract designed and negotiated by AVI INTERNATIONAL with the Insurer for its Member partners and governed by these General Terms and Conditions and the French Insurance Code. The scope of the coverage, its implementation and all other relevant terms and conditions are described in this document and in the summary of the coverage.

The subscription fee is indicated when subscribing with the Member partner.

The purpose of this Insurance policy, within the limits and conditions defined below, is to cover the Insured under this contract against cancellation of a Trip reserved with the Member before the departure date.

**Subscription to this contract is for a fixed term.**

Only these contractual terms and conditions and the information mentioned on the Insured's subscription application are applicable in the event of a claim or a dispute between the parties.

All terms beginning with a capital letter have been defined in Chapter 1.

The "Trip cancellation" coverage comes into effect as soon as the Insured subscribes to this contract in compliance with the information contained in the subscription application. It automatically ceases on the departure date indicated on the Subscription application.

The "Trip Interruption" coverage comes into effect on the departure date or the Trip start date and continues throughout the duration of the Trip in compliance with the dates and destination countries contained in the subscription application. It automatically ceases to have effect on the return date or the end of Trip date indicated on the Subscription request.

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**SCHEDULE OF BENEFITS:**

CANCELLATION INSURANCE “ALL CAUSE”		TRIP INTERRUPTION	
MAXIMUM COVERAGE AMOUNT PER PERSON	MAXIMUM COVERAGE AMOUNT PER EVENT	MAXIMUM COVERAGE AMOUNT PER PERSON	MAXIMUM COVERAGE AMOUNT PER EVENT
6,000.00 €	12,000.00 €	Max € 2,400	6,000.00 €

**TRIP CANCELLATION OR MODIFICATION COVERAGE**

For the application of this coverage, the terms below are defined as follows:

**Cancellation fees** are the amount contractually due to the Service provider by the customer as defined in the Service provider's special sales terms and conditions as approved by the Insured on signing the registration form for the Trip.

The cancellation coverage must be subscribed at the same time as the Trip is booked, or at the latest before the cancellation penalty scale becomes applicable.

The “ALL CAUSES” coverage provides for the refund of Trip Cancellation or modification fees up to the amounts and excesses indicated in the "Schedule of Benefits", which remain due by the Insured and invoiced by the Service provider via the application of its general sales terms and conditions, if the departure is impossible due to the occurrence of any unforeseeable, proven event outside the control of the Insured and not listed above including terrorist attacks acts in the destination country, **except**:

- Any circumstance that is only detrimental to the simple pleasure of the trip.
- The financial failure, liability of the Service provider or the transporter.
- Cancellations caused by the Service provider or the transporter.
- Cancellations following forgotten vaccinations.
- Cancellations caused by the failure to present one of the documents essential to the Trip.
- Earthquakes, volcanic eruptions, tsunamis, flooding or natural disasters except within the framework of the compensation of victims of natural disasters French Act n° 86-600 of 13/07/1986.

**CANCELLATION FEE CALCULATION:**

The Insurer shall refund the sums actually paid by the Insured and the cancellation or modification fees due under this contract, up to the amounts defined in the "Schedule of benefits" above, and the contractual hire amount, minus transport taxes (for example airport taxes), insurance premiums and administration fees.

**SPECIAL MEASURES TO TAKE IN THE EVENT OF A TRIP CANCELLATION OR MODIFICATION**

Besides the measures defined in the "WHAT TO DO IN THE EVENT OF A CLAIM" chapter, the Insured or their representative must:

- Immediately notify the Service provider of the impossibility of making the Trip, unless prevented from doing so by an act of God or force majeure.

Indeed, the Trip refund is calculated according to the applicable cancellation scale on the date the event leading to the claim was first discovered.

Any changes, even unforeseeable, in the Insured's case cannot be taken into consideration and may penalise them.

- Notify the Claim management centre by registered letter within the 5 days of the Insured having knowledge of the claim. After this deadline the Insurer reserves the right to forfeit the coverage.

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**EXCLUSIONS COMMON TO ALL COVERAGE**

Claims resulting from the occurrence of the following events are always excluded from the contractual insurance coverage:

- Accidents caused intentionally by the Insured or the Beneficiary of the contract.
- The consequences of the successful or attempted suicide of the Insured.
- The consumption of narcotics, drugs, analogous substances and medication not prescribed by a medical authority, and its consequences.
- The consequences of the Insured being under the influence of alcohol characterised by the presence in the blood of a level of pure alcohol equal to or greater than the level defined by French law covering driving.
- Nervous or mental disorders unless otherwise mentioned in this contract.

Are also excluded Accidents that occur in the following circumstances:

- When the Insured practises a professional sport, practises or takes part in an amateur race requiring the use of a motorised land, sea or air machine.
- When the Policy holder uses a ULM, hang glider, sailwing, parachute or paraglider either as the pilot or as a passenger.
- When the Insured participates in brawls (except in cases of self defence), crimes, and bets of all kinds.
- The consequences and/or events resulting from Civil war, Foreign war, riots, popular uprisings, strikes, acts of piracy, acts of terrorism (except for All causes cancellation benefit), the effects of any radioactive source, epidemics, pollution, weather events, and natural disasters except within the framework of the legislation covering the compensation of victims of Natural disasters defined by the French Act 86-600 of 13/07/1986.
- Are always excluded from the insurance coverage any Trip to or from, or carried out inside or across the following countries: Afghanistan, Cuba, Liberia, Crimea or Sudan.
- Are always excluded from the insurance coverage any Insured or Beneficiary of which the name is contained in any official, government or police database of known or suspected terrorists,

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any Insured or Beneficiary who is a member of a terrorist organisation, a drug dealer, involved as a supplier in the illegal trade of nuclear, chemical or biological weapons.

**WHAT TO DO IN THE EVENT OF A CLAIM**

In order to benefit from their compensation as quickly as possible, the Insured or their legal representative must declare any claim that could be covered by this contract by registered letter as soon as they have knowledge of it:

- Within 5 working days for all coverage.

**DOCUMENTS REQUIRED FOR THE CLAIM**

**IN ALL CASES THE INSURER WILL IMPERATIVELY REQUIRE THE FOLLOWING DOCUMENTS TO PROCESS THE CLAIM:**

- The Insured's identification number and the Contract N°.
- A copy of the Subscription application form for this contract

**[CONTACT DETAILS](#)**

**By post:  
AVI INTERNATIONAL  
40-44 Rue Washington  
75008 PARIS  
FRANCE**

**By email: [claims@avi-international.com](mailto:claims@avi-international.com)  
Telephone: +33 (0)1 44 63 51 85 during office hours**

In the event of a failure to respect the Claim declaration deadline, and if the Insurer can prove that the delay was the cause of a prejudice to it, the Policy holder loses the benefit of the insurance coverage for the Claim in question unless the delay was caused by an act of God or a case of force majeure.

Furthermore, depending on circumstances the Insurer may also require the following documents:

**FOR TRIP CANCELLATION, MODIFICATION COVERAGE:**

- the type of cancellation (Illness, professional issues), the name and address of the Service provider and the Insured.
- the Trip registration invoice or rental contract, medical certificates, National Insurance documents or documents certifying the refusal to cover, Court summons, and all information required to compile the file and making it possible to prove the validity and amount of the claim.
- spontaneously declare similar coverage that the Insured benefits from with other insurers.

**FOR THE TRIP INTERRUPTION COVERAGE:**

- The original invoice from the Service provider for the land-based services not used.
- All the original documents and information justifying the reasons for the Insured's claim

<b>CHAPTER 3 – MISCELLANEOUS</b>
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**RIGHT OF WITHDRAWAL FOR INSUREDS RESIDING IN FRANCE**

The Insured can withdraw their subscription to the contract within the 14 (fourteen) days following the date of their subscription to the insurance (if it was subscribed to at a later date), by notifying AVI by registered letter using the following model:

"For the attention of AVI, 40-44 rue Washington – 75008 Paris

I hereby notify you of my withdrawal from the CANCELLATION Insurance contract subscribed to on [subscription date]

Name of the Insured: Address of the Insured:

Signature of the Insured"

AVI will then refund the Insured the insurance subscription paid when the subscription was made.

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The above terms also apply if the Insured can prove the prior coverage of one of the risks covered by the contract and wishes to withdraw from their subscription for this reason (article L. 112-10 of the French Insurance Code).

**DECLARATION OF RISK**

In compliance with French law, this contract is drawn up using the declarations of the Insured. They must therefore answer any questions asked by the Insurer designed to assess the risks that are to be covered.

**SANCTIONS FOR FALSE DECLARATIONS**

In compliance with the French Insurance Code, any intentional non-disclosure or false declaration by the Subscriber or the Insured as to the elements constituting the risk are sanctioned by the invalidity of the contract.

**STATUTE OF LIMITATIONS**

In compliance with articles L114-1 and following of the French Insurance Code, any proceedings derived from an insurance contract are subject to a two year statute of limitations starting from the event that gave rise to the proceedings.

However this deadline only applies:

1° In the event of non-disclosure, omission, false or incorrect declaration about the risk, from the date the Insurer discovered it;

2° In the event of a Claim, only from the date the interested parties discovered it if they prove that they had no prior knowledge until that date.

When proceedings by the Insured against the Insurer are due to third party proceedings, the statute of limitations only begins to run starting on the date the third party initiated legal proceedings against the Insured or was compensated by them.

The statute of limitations is extended to ten years for insurance contracts covering personal accidents when the Beneficiaries are the legal beneficiaries of the deceased Insured.

The statute of limitations is interrupted by any of the ordinary causes of interruption, and notably:

- any court summons, including for emergency proceedings, any court order or writ notified to the person for which the statute of limitations is sought to be prevented from applying;
- any non-equivocal acknowledgement by the Insurer of the Insured's right to coverage, or any acknowledgement of debt by the Insured to the Insurer;

as well as in the following other cases defined by article L114-2 of the French Insurance Code:

- any appointment of an expert following a Claim;
- any registered letter with acknowledgement of receipt sent by:
  - the Insurer to the Insured for failure to pay the premium
  - the Insured to the Insurer for payment of the compensation.

By derogation to article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, either change the duration of the statute of limitations, or add to the terms of its suspension or interruption.

**INSURER CONTROL**

AIG Europe Limited is approved and controlled by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom. The sale of insurance contracts in France by the French branch of AIG Europe Limited is subject to applicable French regulations.

**COMPLAINTS, MEDIATION**

In the event of dissatisfaction relative to the signature or performance of this contract, the Insured or the Beneficiary can contact the Insurer through the usual contact or through the "customer service" at the following address.

AIG

Tour CB21

92040 Paris La Défense Cedex

The request must indicate the contract n° and indicate the subject. The Insurer's customer satisfaction policy is available on its web site at the following address: <http://www.aig.com>

After exhaustion of all internal claims mechanisms, if the disagreement persists following the answer given by the Insurer, the person in question can contact the Ombudsman for the Fédération Française des Sociétés d'Assurances at the following address: BP290, 75425 PARIS CEDEX 09.

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**DOMICILE**

The Insurer elects domicile at its French branch address:  
Tour CB 21-16 place de l'Iris - 92400 Courbevoie.

**APPLICABLE LAW AND LANGUAGE**

This contract is governed by French law. The contracting parties declare to submit to the jurisdiction of the French courts and renounce to take proceedings in any other country.

**DECLARATION OF OTHER INSURANCE POLICIES**

If, during the period covered by this insurance contract, the Subscriber takes out other insurance contracts covering identical risks, the Subscriber must declare the fact to the Insurer, failing which the sanctions defined by the French Insurance Code may apply, i.e. nullity of the contract or a reduction in compensation.

**REQUEST FOR INFORMATION**

It is agreed that the Insurer reserves the right to request any information allowing it to correctly assess the changes to risks covered by the contract from the Subscriber at any time.

**CHANGED SITUATION**

The Insured has a duty to inform the Insurer, within 15 days following the date they became aware of it, of any changes impacting at least one of the elements in the Special Terms and Conditions.

**Increased risk:** If the change represents an increased risk, the Insurer may either terminate the contract, or propose the Insured person a new premium. In the latter case, if the Insured does not follow up the proposal or if they explicitly reject the new premium, the Insurer may terminate the contract after a period of 30 days following the proposal. The termination becomes effective 10 days after expiry of the 30 day period.

**Decreased risk:** If the change is a decrease in the risk, the Insurer informs the Insured within 30 days of a reduction in the premium. If, on expiry of these 30 days, the Insurer has not informed the Insured, or if the premium has not been reduced, the Subscriber may terminate the contract.

**DELIVERY OF THE INFORMATION NOTICE**

In compliance with article L.141-4 of the French Insurance Code, the Subscriber undertakes to supply all Insureds under this contract with the information note drawn up to this effect.

**MULTIPLE INSURANCE**

An Insured cannot, under any circumstances, be covered by more than one subscription to this contract, even if they have paid the premiums several times. If this were to occur, in all cases the Insurer is limited to the coverage and compensation ceilings corresponding to one subscription to this contract.

**CORRESPONDENCE**

Any request for information or further information must be sent to: Tour CB 21-16 place de l'Iris - 92040 Paris la Défense Cedex

Any correspondence must be communicated in the forms provided for by applicable regulations.

If the Insured communicates their email address and/or mobile phone number, AIG reserves the right (unless the Insured exercises their right of opposition) to send them information by email and/or by SMS.

**DATA PRIVACY (French Act N° 7801 of 06/01/78)**

Personal data collected by the Insurer is collected to allow the subscription and management of contracts and Claims by the Insurer's departments. This data may be communicated to the Insurer's agents, to its partners, service providers and subcontractors for the same purpose, and may be transferred outside the European Union. In order to guarantee the security and suitable protection of personal data, these transfers are the subject of a prior authorisation by the CNIL (French data privacy control body) and are covered by guarantees, especially by standard contractual clauses drawn up by the European Commission. Furthermore, in the context of Assistance services, in order to control the quality of the provided services and to supply the said services, telephone conversations between Insured and the Assistance services may be recorded. Nominative data collected during this call is essential to providing the assistance services. This information is for the exclusive internal use of the Assistance as well as of persons involved in the management of the claim or in the performance of the contract, within the limits of their respective positions.

In compliance with French Act n° 78-17 of 6 January 1978 amended, the right of access, rectification and opposition for legitimate reasons by the persons concerned may be exercised by contacting the Insurer at the following address:



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AIG Service Clients Tour CB21-16 Place de l'Iris 92040 Paris La Défense Cedex indicating the file number and enclosing a copy of their identity documents. They may also oppose the use of their personal data for commercial prospecting purposes by sending an ordinary letter to the address above. The Insurer's personal data protection policy is available on its web site at the following address: <http://www.aig.com/fr-protection-des-données-personnelles>

**GOVERNING LAW AND JURISDICTION**

This contract is governed by French law. The contracting parties declare to submit to the jurisdiction of the French courts and renounce to take proceedings in any other country.