



A MEMBER OF THE AMERICAN INTERNATIONAL GROUP, INC.

INFORMATIONAL BULLETIN REGARDING TRAVEL INSURANCE AND ASSISTANCE POLICY  
AIG EUROPE N° 4.087.394

**CANCELLATION OF DELUXE TRAVEL**

**AIG EUROPE**

*A Limited Liability Company with capital of € 25,000,000*

*Governed by the Insurance Code*

*Registered in the Nanterre Registry of Commerce and Companies under number B 552 128 795 00135*

*A Member of the American International Group, Inc.*

**PURPOSE OF THE INSURANCE POLICY**

*AVA has subscribed to a travel insurance and assistance policy, number 4.087.394, with AIG EUROPE.*

*The purpose of this group insurance policy is to cover AVA customers, within the limits and conditions defined elsewhere, on the occasion of, and during, trips (flight only or rental) they take through tour operators.*

*This policy provides the following covers and benefits that are offered as an option pursuant to the formula below:*

- **Travel cancellation or modification**

**Only these contractual terms and conditions and the information contained in the Insured's application for insurance apply in the event of a claim or dispute between the parties.**

**SYNOPSIS OF COVERS**

COVERS	AMOUNTS AND LIMITATIONS
• <b>Travel cancellation or modification</b>	<i>Maximum per person : ..... € 7,622.45</i> <i>Maximum per event : .....€ 38,112.25</i> <i>Excess : ..... NONE</i>

**Tour AIG – 92079 Paris La Défense 2 Cedex**

*A Limited Liability Company with capital of 25,000,000 Euros, governed by the Insurance Code – Registered office: Tour AIG – 92079 Paris La Défense 2 Cedex*

*R.C.S. Nanterre B 552 128 795 00135 – VAT number CEE FR 41 552 128 795*



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## STANDARD DEFINITIONS

### **Subscriber**

*AVA acting on its own behalf as well as on behalf of its customers.*

### **Insured**

*AVA customers whose names appear in the insurance application, and who have paid their premiums.*

### **Tour operator**

*Trip organiser*

### **Insurance Company**

*AIG EUROPE.*

### **Membership and premium management agency**

*AVA, appointed by the Company.*

### **Claim declaration and management agency**

*AVA, appointed by the Company.*

### **Spouse**

*Officially married or common-law spouse of the Insured.*

### **Family**

*Spouse of the Insured, and the father, mother, grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters and brothers of the Insured and/or his/her spouse.*

### **Children**

*Legitimate, natural or adopted children of the Insured and/or his/her spouse.*

### **Beneficiary**

*For all covers, the beneficiary is the Insured himself, unless otherwise stipulated in the policy.*

### **Insurance application**

*A document duly filled out and signed by the Insured that contains the following information : his surname, given names, address, the travel dates, the country of destination, the cover period, the price of the trip with all taxes included, the date of issue of this document and the amount of the insurance premium.*

*This document may be a travel registration form filled out by the tour operator and its customer, or the « group » travel contact.*

*Only policies with respect to which the insurance premium has been paid are taken into account by the Company in the event of a claim.*

### **Informational bulletin**

*A document prepared by the Insurance Company, provided to each Insured, in which all of the terms and conditions of participation, the category and amount of covers and the contractual exclusions and limitations are specified, in accordance with article L. 140-4 of the Insurance Code.*

### **Travel**

*A trip reserved by the Insured with a tour operator, the dates, destination and cost of which are indicated in the insurance application or the travel registration form.*

### **Territory**

*Worldwide*

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**Domicile**

*Place of the Insured's usual residence (metropolitan France, Principalities of Andorra and Monaco, Corsica, overseas departments and territories, and the countries bordering on, or adjacent to, France).*

*In the event of litigation, the address that applies with respect to taxation is deemed to be the domicile.*

**Foreign country**

*Any country other than that in which the Insured is domiciled.*

**Accident**

*Any bodily injury incurred by the Insured that is not due to an intentional act on his part, which results from the sudden action of an external cause.*

**Illness**

*Any deterioration of health or physical affliction verified by a certified medical authority during the period in which the policy is in force.*

**Serious accident**

*Any bodily injury that is not due to an intentional act on the victim's part, resulting from the sudden action of an external cause, verified by a certified medical authority, which is of such a nature as to prevent the victim from moving unassisted on his own volition.*

**Serious illness**

*Any sudden deterioration in the state of health, verified by a certified medical authority, resulting in the cessation of any professional or other activity, for which a prognosis is given with reservation, or which develops in such a way that intensive medical treatment is usually required with hospitalisation for analysis and care.*

**Prior accident or illness**

*Any temporary or definitive condition injurious to the Insured's physical integrity, verified by a certified medical authority, that occurred prior to registration of the trip without having been verified at the time, which had not been subject to a relapse, had not worsened and had not required hospitalisation within a period of 30 days prior to purchasing the trip.*

**Hospitalisation**

*Care given in a hospital centre for at least 24 consecutive hours.*

*Deemed to be a hospital centre is a hospital or clinic that is authorised to perform therapeutic acts upon and give medical treatments to ill or injured persons, and has the local administrative approvals in that regard and the necessary personnel.*

**Incident**

*A covered event specified in the policy. All claims related to the same triggering event constitute a single incident.*

**Excess**

*A lump sum specified in the policy that is to be covered by the Insured when indemnification is due by virtue of a valid claim.*

**Maximum amount per event**

*If the cover is exercised for a number of insured persons who are injured by virtue of the same event, said cover is in all circumstances limited to the maximum amount specified with respect thereto regardless of the number of victims. The indemnities are thus reduced and paid in proportion to the number of victims.*

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**Civil war**

*An armed conflict between two or more groups belonging to the same country, whose partisans do not belong to the same ethnic group or have a different religion or ideology. In particular, armed rebellion, revolution, sedition, insurrection, coups against the government, the consequences of martial law, or closing of borders ordered by a government or by local authorities are deemed to be acts of civil war. It is the Company's responsibility to prove that the claim results from one of these acts of civil war.*

**Foreign war**

*An armed conflict, whether or not declared, between two or more states. An invasion and a state of siege are also deemed to be a foreign war. If an accident occurs, it is the Insured's responsibility to prove that the claim results from an event other than a foreign war.*

<b>COVER FOR CANCELLATION OR MODIFICATION OF TRAVEL</b>
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**Effect and duration of cover**

*The Insured must subscribe to this cover at least 24 hours prior to the date on which the scale for cancellation expenses takes effect, or subject to the provision of an instalment, or a payment, to the tour operator.*

*This cover takes effect as of the date on which the Insured becomes a policyholder, to which the Insurer is entitled 24 hours a day.*

*This cover terminates upon the Insured's registration with the transport company, or upon his arrival at his destination if a means of individual transport is used.*

**IN ANY EVENT, THIS COVER CAN BE PUT INTO PLAY ONLY WITHIN THE PERIOD OF 60 DAYS PRIOR TO THE DEPARTURE DATE.**

**Type of cover**

*The cover provides reimbursement, without limitation as to the age of the Insured, for expenses of travel cancellation or modification, within the limit of the amounts specified in the scope of covers, that were charged to the Insured and billed by the tour operator pursuant to the particular terms and conditions of sale, with all of the air taxes, insurance premiums and administrative expenses deducted therefrom, if the Insured cannot leave for any of the following reasons :*

- *Death, accident or illness, serious accident or illness, hospitalisation, including relapses or aggravation of an accident or illness incurred prior to registration of the trip or to subscription to this cancellation cover, it being understood that, to calculate reimbursement, the date of the first medical observation of the aggravation, development or relapse will be taken into account:*
  - *of the Insured, his/her common law or legal spouse, his/her ascendants or descendants or those of his/her spouse, and his father-in-law, mother-in-law, brothers, sisters, brothers-in-law, daughters-in-law,, sons-in-law, daughters-in-law, or legal guardian, as well as any person who lives with him regularly.*
  - *of the person who accompanies him/her during his/her trip, provided that his/her name and given name are indicated in the insurance application or the travel registration form.*

*If the Insured wants to depart without that person, the cover provides for reimbursement of additional hotel expenses incurred by this cancellation within the limit of the indemnities that would have been paid to him in the event of cancellation.*

- *of the professional replacing the Insured, or the person in charge of taking care of his/her minor children, provided that their names and given names are indicated in the insurance application or the travel registration form.*

*The Insured and his/her spouse are also covered in the following cases:*

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- Depression or psychological, nervous or mental illness that requires hospitalisation of more than 4 consecutive days.
- Pregnancy that was not known at the time of registration of the trip, with travel not recommended because of its nature, pathological pregnancy, miscarriage, therapeutic interruption of pregnancy, delivery and the effects thereof occurring before the 8<sup>th</sup> month.
- Contraindication and effect of vaccination.
- Significant property damage to their domicile or professional premises that they own, rent or occupy free of charge, which is/are destroyed by more than 50%, thus requiring their presence on the site in order to take the necessary protective measures.
- Serious damage to their vehicle occurring within 48 hours before departure, to the extent that it cannot be used to go to the destination of the trip.
- Economic redundancy if the procedure was not initiated before purchasing the trip.
- Employment contract or a remunerated training course obtained before departure while they were registered at the unemployment agency, **TO THE EXCLUSION OF AN EXTENDED OR RENEWED EMPLOYMENT CONTRACT OR TRAINING COURSE.**
- Professional transfer requiring them to move, provided that said transfer had not been initiated before purchasing the trip.
- Modification or elimination by the employer of the paid vacation period that was previously granted for the trip, **SUBJECT TO APPLICATION OF A MINIMUM EXCESS OF 25% OF THE INSURER'S INDEMNITY, TO THE EXCLUSION OF MEMBERS OF LIBERAL PROFESSIONS, AND MANAGERS AND LEGAL REPRESENTATIVES OF COMPANIES.**
- Summons to a university remedial examination on a date during the trip, provided that the failure to pass the examination was not known at the time of purchasing the trip.
- Summons to appear on a date during the trip that was not known at the time of purchasing the trip, which cannot be deferred and requires his presence for administrative purpose such as :
  - Summons for adoption of a child,
  - Summons to serve as a witness or juror in a legal proceeding,
  - Summons for an organ transplant.
- Refusal of a tourism visa by the authorities of the country selected for the trip, provided that no application had previously been filed and refused by the authorities for a previous trip.
- Incorporation under the flags before or during the period of the trip.

**Delayed trip**

If the Insured's departure is delayed for any of the grounds of cancellation under cover and his transport ticket is not adjustable, this cover provides him with the means for reaching his destination within the limit of expenses that would have been billed if he had cancelled his trip on the day he had knowledge of the impediment, provided that the initial transport tickets are handed over to the Insurer.

**Tour operator scale**

Costs of trip cancellation that are contractually due to the tour operator from its customer as specified in the particular terms and conditions of travel that the customer approved upon his signing of the travel registration form.

**Exclusions from the Cancellation cover**

**Incidents proximately caused by any of the following events or circumstances are not covered:**

- **Accidents caused or intentionally provoked by the Insured or the beneficiary of the policy.**
- **Consequences of the Insured's consummated or attempted suicide.**
- **Ingestion of drugs, narcotics, similar substances and medications that are not prescribed by a certified medical authority, and the consequences thereof.**

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- **Consequences of the Insured's consumption of alcohol, with the amount of pure alcohol in his blood being equal to or more than that which is prohibited by French law with regard to operation of a vehicle..**
- **When the Insured participates in a sport as a professional ; or, as an amateur, races or takes part in a race that requires the use of a terrestrial, air or aquatic vehicle powered by a motor.**
- **When the Insured, as a pilot or passenger, uses an ultra-light aircraft, hang-glider, flying wing, parachute or paraglider.**
- **When the insured participates in any fights (except in legitimate defence), crimes or gambles.**
- **Previously verified accidents or illnesses that have been treated, have relapsed or worsened, or have required hospitalisation between the reservation date of the trip and the date of subscription to this Cancellation cover.**
- **Nervous or mental illnesses resulting in hospitalisation for less than 4 consecutive days.**
- **Voluntary interruptions of pregnancy, and the effects and complications thereof.**
- **Cancellations resulting from periodic examinations for control and observation.**
- **Cancellations due to failure to get a vaccination.**
- **Cancellations resulting from a civil or foreign war, riots, mass demonstrations, acts of terrorism, any effect of a source of radioactivity, pollutions, natural disasters or weather events.**
- **Cancellations due to a failure to present for any reason whatsoever any of the documents required for the trip.**
- **Cancellations imputable to the transport company or the organiser for any reason whatsoever.**

#### **Procedures in the event of claims**

*The Insured or his successors-in-interest must:*

- **Immediately advise his travel agency of the impossibility of him making the trip, except in the event of an unforeseeable fortuity or a case of force majeure.**

**AVA's reimbursement is calculated by reference to the scale for cancellation expenses applicable on the date on which the event to be covered is established.**

**Any change in the Insured's situation, even if not foreseeable, shall not be taken into account, and risks penalisation of the Insured.**

- **Advise AVA in writing within 5 business days from the date on which the Insured has knowledge of the incident. Thereafter, AVA reserves the right to revoke the cover.**
- **Indicate the following information in his letter:  
His name and address, the policy number, the nature of the cancellation (illness, professional problems), and the name and address of his travel agency.**
- **Provide AVA with the invoice of the trip or the subscription form, certificates, Social Security accounts and all information necessary for preparing his file, and prove to the Insurer that the claim is for good cause and that the amount thereof is justified.**
- **Also provide AVA with any other information and with the original documents that are requested.**
- **Release his doctor from his obligation of medical confidentiality, or take all necessary measures to release the doctor of the person who cancels from his obligation of medical confidentiality, in order to enable AVA advisers/physicians to rule on the validity of the claim.**
- **Spontaneously declare to AVA the covers to which he is entitled with other Insurers.**

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## **STANDARD TERMS AND CONDITIONS APPLICABLE TO CLAIMS**

*In the absence of a declaration, or if a declaration is made after the deadline, the cover is not granted when the Insurer can prove that it is prejudiced by virtue thereof, unless the Insured or his representative demonstrates that he was unable to make the declaration on time because of an unforeseeable fortuity or an event of force majeure.*

*If the Insured or his representative intentionally employs inaccurate documents or fraudulent means, he is completely deprived of all of his rights to indemnification. Such is the case when misleading statements or omissions in the declaration are of such a nature as to exaggerate or distort the effects of the accident or illness, or to disguise the causes or prolong the consequences thereof.*

*If the Insured, without good cause, refuses to undergo a medical examination by the Company's physicians and/or experts and if, after a 48-hour advance notice sent by registered letter, he continues to refuse such examination, he loses all of his rights to indemnification for the incident involved.*

### **Identification of the claim declaration and management agency:**

Name : AVA  
Address 25 rue de Maubeuge  
75009 PARIS

Telephone: 01.53.20.44.23  
Fax: 01.42.85.33 69

### **Payment of the claim**

*When the risk is realised, the Company must execute the service specified in the insurance policy within the agreed time, and is not in any respect bound to provide any other services (Article L. 113-5 of the Insurance Code).*

*Payment of indemnification is made through the registered office of the Company in France or of its representative.*

*After agreement between the parties, indemnification is paid without interest within 10 days of its determination. In the absence of agreement, the payment is made within the same period pursuant to a court decision enforceable by execution. Said payment is definitive and releases the Company from any subsequent recourse related to a claim or its consequences.*

### **Expert appraisal**

*Damage is appraised by private agreement or, in the absence thereof, by a private expert appraisal, subject to the parties' respective rights. Each party designates an expert. If the designated experts do not agree, they appoint a third expert. The three experts work in mutual agreement and by majority vote. Should one of the parties fail to appoint an expert, or if the two experts fail to agree on the selection of a third, the designation is made by the Commercial Court sitting in the area where the incident occurred. This appointment is made at the request of the most diligent party within 15 days after the sending of a notice to the other party by registered letter with an acknowledgement of receipt. Each party pays for the expenses and fees of its own expert and, if applicable, half of the fees of the third expert and the expenses of his designation.*

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**Aggravation independent of the accidental or pathological event**

Whenever the consequences of an accident or illness are aggravated by an empiric treatment, or by the Insured's refusal or negligence with respect to the medical care required by his condition, the indemnification is calculated not by reference to the effective consequences of the situation, but to those that would have existed for someone in a normal state of health undergoing a rational and appropriate medical treatment.

<b>GENERAL PROVISIONS</b>
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**Sanction for intentional false declaration**

*Any intentional concealment, omission or inaccuracy in the declaration of risk is sanctioned, even though it did not have any effect on the claim, pursuant to the terms and conditions specified by articles L. 113-8 and L. 113-9 of the Insurance Code.*

**Statute of limitations**

*In accordance with articles L 114-1 and L 114-2 of the Insurance Code, all actions are subject to a limitation period of two years commencing to run as of the date of the event giving rise to a claim.*

**Multiple insurance policies**

*The Insured shall not under any circumstance subscribe to this policy more than once for the same period. Should such occur, the Company's commitment is in any event limited to a single coverage.*

**Designation of domicile**

*The Insurer and its representatives designate domicile at the Company's registered office.*

*TOUR AIG - 92079 - PARIS LA DEFENSE 2 CEDEX.*

*The contracting parties declare that they are subject to the jurisdiction of French courts, and waive the right to any proceedings in any other country.*

**Data processing and personal rights (Act n° 7801 of 6 January 1978)**

*The Insured may request communication or rectification of any personal data relating to him which is contained in any file used by the Company. The right of access and rectification may be exercised at the Insurer's registered office.*

**Type of insurance policy, and incontestability**

*This policy is a group insurance policy governed by French law and the Insurance Code. The Insurer is a company that is governed by the Insurance Code and is subject to the Insurance Regulatory Commission at 54 rue de Châteaudun - 75009 - Paris.*

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