



CAP CANCELLATION

CONTRACT N°21035

EFFECTIVE DATE AND DURATION OF COVERAGE

EFFECTIVE DATE

The date of taking out this insurance policy

EXPIRY OF COVERAGE

The departure date

Only the cover taken out and as specified in the Special Provisions is provided.

Cover must be taken out on the date of booking the trip or at the latest on the day preceding the date of application of the cancellation penalties specified in the travel operator's schedule.

GENERAL TERMS APPLICABLE TO INSURANCE

The purpose of this insurance and assistance policy is to insure the policyholder during his or her travel, subject to the terms and conditions set forth hereunder.

As with any insurance and assistance policy, it includes both rights and obligations for both you and ourselves. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

DEFINITIONS

ABROAD

"Abroad" refers to any country worldwide with the exception of the country of origin.

ACCIDENT

A sudden and unforeseeable event affecting a physical person, unintentional on the part of the victim, and originating from the sudden action of an exterior cause and preventing him from travelling by his or her own means.

ATTACK

Any act of violence considered as a criminal or illegal attack, affecting individuals and/or property, in the country where you are staying, occurring with the object of seriously disturbing public order through intimidation and terror, and being the object of media attention. This "attack" must be registered by the the Ministry of Foreign Affairs of the country of residence of the Insured person.

CANCELLATION

The full and unconditional cancellation of the trip booked by you, as a consequence of reasons and circumstances covered by us which are listed under the heading "Cancellation of Trip".

CLAIM

A random event which gives rise to cover under this policy.

COM

French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint-Barthelemy and San Marino.

COUNTRY OF ORIGIN

Country of origin refers to your country of residence.

DEDUCTIBLE / EXCESS

Portion of the indemnity remaining at your expense.

DEPARTURE

Date of arrival of the Insured at the meeting point set by the Tour Operator or, in case of using an individual means of transport, upon arrival at the place of stay.

DOMICILE

The Insured Person's domicile must be in France, in Monaco, in one of the member countries of the European Union, Switzerland, Norway, Andorra, Liechtenstein, San Marino or Gibraltar. Domicile means the Insured Person's habitual place of residence as appearing on his or her income tax declaration.

DROM

Guadeloupe, French Guyana, Martinique, Mayotte and Reunion Island.

FLIGHT CONFIRMATION

Formalities that validate purchase of the ticket and maintain seat reservations.

The terms are defined by the Sale Conditions of the organizer.

FRANCE

"France" refers to metropolitan France, Corsica, DROM and COM.

FREE MOVEMENT OF SERVICES (FMS)\$

The operation by means of which an insurance undertaking in one member state of the European Economic Community covers, from its registered office or from a place of business situated within a member state, a risk within the territory of another member state.

ILLNESS

Pathological state duly acknowledged by a physician and formally preventing from leaving the place of residence and requiring medical attention and fully ceasing any professional activity.

INSURED PERSON

The Insured Persons, hereafter designated by the term "You", are the natural persons travelling with the Policyholder who has taken out this policy on their behalf.

These persons must have booked their trip at a sales point located within the geographical area covered by the Free Movement of Services provisions.

These persons must not have reached the age of 75 on the day of subscribing the contract.

INSURER

AXERIA Assistance Limited, Progetta House, Level 2, Tower Road, Swatar, Malta. Registered in Malta No. C 55905.

MAXIMUM PER EVENT

In the case where the coverage applies in favor of several insured parties who are victims of the same event and insured under the same Special Conditions, the insurer's coverage is limited in any event to the maximum amount indicated under this coverage regardless of the number of victims. As a result, the indemnities are reduced and paid in proportion to the number of victims

MEMBER OF THE FAMILY

A spouse, co-habitee, civil partner, ascendant or descendant relative, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece of the Insured Person or of his or her spouse and the legal guardian of the Insured Person and his or her spouse.

NATURAL DISASTERS

A phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood, a typhoon, a hurricane, a cyclone or a natural cataclysm, having been caused by the abnormal intensity of a natural agent, and recognized as such by public authorities.

NON-REGULAR CHARTER TYPE FLIGHT

Flight chartered by a travel agency as part of a non-regular service.

POLICYHOLDER

The organiser of the trip, having his or her domicile within the geographical area covered by the Free Movement of Services provisions, who takes out this policy on behalf of other beneficiaries, hereafter referred to as the Insured Persons.

REGULAR FLIGHT

Programmed flight by a commercial plane, with precise schedule and frequency as published in the ABC World Airways Guide.

SPECIAL CONDITIONS

Document duly completed and signed by the Insured person in which are indicated his or her or her first and last name, address, travel dates, destination country, guarantee period, travel price including tax, signing date of this document, as well as the formula and corresponding insurance premium amount. Only subscriptions for which corresponding insurance premiums have been paid will be covered in case of incident.

SPOUSE

Spouse refers to:

- The person linked to the Insured person by marriage and not legally separated,
- The person living together with the Insured person and under the same roof, with the same community of interests as a married couple,
- The co-signer with the Insured person of a Civilian Solidarity Pact.

TRAIN TICKET

Tickets for travel by rail.

TRAVEL

Journey and/or stay, travel package, rental, cruise, travel ticket (including a flight on its own) reserved with the travel agency or any service booked with a professional on a trip, and for which dates, destination and cost are indicated under the Special Conditions.

TERRITORY OF COVERAGE

Cover applies worldwide.

Are excluded the countries listed by the Ministry of Foreign Affairs as being in a state of civil or foreign war, notorious political instability, subject to reprisals, restriction of free circulation of individuals and property, regardless of the reason, in particular for health or safety reasons, weather conditions, countries subject to acts of terrorism, having been subject to natural disasters or disintegration of the atomic nucleus as well as countries subject to any other event of force majeure.

HOW DO YOU USE OUR SERVICES?

Do you wish to declare a loss covered by the insurance guarantee?

In all cases, and within 5 days, you or a person acting on your behalf must contact Chapka Assurances, by email, phone or letter, at the following address :



CHAPKA ASSURANCES

Service Gestion Clients

56 rue Laffitte - 75009 PARIS

Phone : +33 74 85 50 50

(open Monday to Friday from 9 am to 7 pm)



Email: sinistres@chapka.fr

Insurance claim online : <https://www.chapkadirect.fr/index.php?action=sinistre>

CUMULATIVE COVERAGE

If the risks covered by the present contract are covered by another insurance policy, you must inform us of the name of the insurer from which you have taken out another insurance policy (article L121-4 of the Insurance Code) as soon as you are informed of this and at the latest when filing the claim.

FALSE STATEMENTS

When they affect the object of the risk or diminish our opinion:

- Any withheld or intentionally false declaration in your part renders the contract null and void. Premiums paid are considered as definitely acquired by us and we are entitled to request any premiums due as stipulated under article L113-8 of the Insurance Code,
- Any omission or inaccurate declaration on your behalf for which your bad faith is not established entails cancellation of the contract 10 days following notification sent to you by registered letter with acknowledgement of receipt and/or reduction of indemnities in accordance with article L1113-9 of the Insurance Code. Pérdida de derechos de cobertura y servicios por falsedad

Si se produce un siniestro o si usted solicita una intervención prevista en los servicios de asistencia y/o las garantías de la póliza (contempladas en estas Condiciones Generales) y de forma intencionada usted presenta documentos inexactos como justificantes, o utiliza medios fraudulentos

o realizar declaraciones inexactas o reticentes, perderá todos los derechos de asistencia y de seguro previstos en las presentes Condiciones Generales, para los que se requieren esas declaraciones.

DEPRIVATION OF SERVICES AND COVERAGE DUE TO FRAUDULENT STATEMENTS

In the event of Loss or simple request as part of the insurance coverage (as stipulated under the present Special Conditions), if you deliberately use as supporting data, documents that are inaccurate or if you use fraudulent means or making inaccurate or incomplete declarations, you will be deprived of your rights to insurance coverage provided under the present General Conditions for which said declarations are required.

EXCLUSIONS COMMON TO ALL COVERAGE

General exclusions of the contract are the exclusions common to all assistance services and insurance coverage described in the present General Conditions. Are excluded:

- Civil or foreign wars, riots, popular uprisings,
- Terrorism acts or attacks,
- Voluntary participation of an Insured to riots or strikes, brawls or assault,
- The consequences of disintegration of atomic nucleus, or any other irradiation from an energy source of a radioactive nature,
- Excepting derogation thereof, an earthquake, a volcanic eruption, tidal wave, flood, typhoon, hurricane, cyclone or other natural disaster except in the case of provisions of law N 82-600 of 13 July 1982 concerning indemnities provided to victims of natural disasters (for insurance coverage),
- The consequences of the use of medication, drugs, narcotics and similar products not available by prescription, and the abuse of alcoholic beverages,
- Any intentional act on your part to sustain coverage under the contract.

EXPERTISE OF DAMAGES

In the event of disagreement between the parties, each party must select an expert. If these experts are not in agreement, a third expert is appointed by the Presiding Judge of the Court of the domicile of the Insured person's jurisdiction. This appointment is made on simple request of the most diligent party made at the earliest 15 days after sending the other party a notification by registered letter with acknowledgment of receipt.

Each party is responsible for paying the fees of its expert and if necessary, half of the fees of the third expert and costs relating to its appointment.

No action may be taken against the Insurer until the expert has settled the dispute.

SUBROGATION

In accordance with provisions of article L.121-12 of the Insurance Code, the Insurer is subrogated to the rights and actions of the Insured person with regard to third parties, within the limit of the indemnities paid.

The Assistance Company is subrogated under the Insurance Code in the rights and actions of the Subscriber and the Insured person, against the party responsible for the Loss within the limits of the costs it has incurred.

Similarly, in the case where all or parts of the services provided

in accordance with the coverage of the contract are totally or partially covered by an insurance contract, a health insurance agency, the Social Security or any other institution, the Assistance Company is subrogated to the rights and actions of the Insured person with regard to the above-mentioned institutions and contracts.

WHAT ARE THE LIMITATION PERIODS?

In accordance with provisions of articles L114-1 and following of the Insurance Code, all actions pertaining to an insurance contract are time-barred for two years following the occurrence of the originating event.

However, this deadline only applies:

- 1° In the case of incomplete, omitted, false or inaccurate declaration on the risk incurred, as of the day the Insurer is informed of it,
- 2° In the event of Loss, as of the day when the interested parties were informed of it, if they can provide evidence of their ignorance of the fact up to this date.

In the case where proceedings of the Insured person against the Insurer are caused by third party proceedings, the limitation period only applies as of the day this third party engaged in legal proceedings against the Insured person or received indemnities from the latter. The limitation period is extended to ten years in the case of insurance contracts against accidents to individuals, when the Beneficiaries are the rightful claimants of the Insured person who is deceased.

The limitation period is interrupted by any of the ordinary causes for interruption of the limitation period, and in particular by:

- Any writ of summons, including interim proceedings, court order or seizure against the party that one wishes to prevent from prescribing,
- Any unambiguous acknowledgement on behalf of the Insurer of the Insured person's right to coverage, or any acknowledgement of debt of the Insured person with regard to the Insurer,

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

- Any appointment of an expert following a Loss:
- Any sending of registered letter with acknowledgment of receipt:
 - From the Insurer to the Insured person for non-payment of the insurance premium,
 - From the Insured person to the Insurer for payment of the indemnity.

By way of derogation from article 2254 of the Civil Code, the parties to the insurance contract are not authorized, even under joint agreement, to change the duration of the limitation period, or to add to the causes for interruption or suspension of it.

STATEMENTS OF COMMON INTERESTS

In accordance with provisions of Directive 2002/92/EC of the European Parliament and the Council on 9 December 2002 on insurance mediation, the Assistance Company, the Insurer and APRIL International Voyage hereby inform the Insurer that the Assistance Company and APRIL International Voyage hold at least 10% of voting rights of the Insurer through APRIL Group S.A., a company governed by French law, registered under number 377994553RCS located Immeuble Aprilium, 114 boulevard Vivier Merle, 69439 Lyon, France.

CLAIMS - DISPUTES

In the event of claims relating to the present contract, the Insured person may contact APRIL International Voyage at the following address :



APRIL International Voyage

STSA 30780 - 92679 COURBEVOIE CEDEX

Phone : + 33 1 73 03 41 01

Email : reclamation@aprilvoyage.com

A written reply will be sent to the Insured person with two working days. In the event processing time exceeds two working days, an interim reply will be sent to the Insured person within this same timeframe. In this case, a reply on the grounds of the claim will be brought to the Insured person within a maximum period of eight weeks as of the reception date of the initial claim.

In the event the reply is disputed, the Insured person may send the Claims Manager of APRIL International Voyage or the Claims Manager of the Insurer at the address indicated above.

The processing times are identical to the ones indicated previously.

If the disagreement persists following reply by the Claims Manager, the Insured person may request the advice of the Mediator of the Maltese Federation of Insurance Companies, whose address will be given by APRIL International Voyage on simple request and without prejudice to any other form of legal action.

CONTROL AUTHORITY

In the event of dispute concerning the present contract or if the Insured person is not satisfied with the processing of the dispute by the Insurer, it is entitled to refer the matter to the Maltese control authority, in this case Malta Financial Services Authority (MSFA) :



Malta Financial Services Authority

Notabile Road

Attard BKR3000

Malta

Phone : (+356) 25485313



Email : consumerinfo@mfsa.com.mt

www.mfsa.com.mt/Consumer

A document describing the missions of MSFA is available on simple request from the Insurer.

FRENCH DATA PROTECTION ACT

For the performance of the contract, APRIL International Voyage is required to request from the Insured person personal data that is protected by amended law 78-17 of 6 January 1978, relative to Computer Data, Files and Civil Liberties.

On this point, the Insured persons are hereby informed and accept the transmission of their personal data:

- To establishments and sub-contractors contractually linked to APRIL International Voyage for performance of tasks directly in connection with processing of requests;
- To public authorities in order to meet legal or regulatory requirements requested of APRIL International Voyage.

In application of amended law 78-17 of 6 January 1978, the Insured person has the right to access, modify, rectify and delete any personal data concerning him that is contained on any files used by APRIL International Voyage, its representatives and above-mentioned persons. For the exercise of these rights, the Insured person must contact APRIL International Voyage, TSA 30780 - 92679 COURBEVOIE Cedex (France).

APPLICABLE LAW AND JURISDICTION

The present contract is governed by French law. The contracting parties hereby declare that they agree to submit to the jurisdiction of French Courts and waive all rights to legal proceedings in any other country.

PREVENTION OF MONEY LAUNDERING

The controls that we are legally required to perform for the prevention of money-laundering and financing of terrorism, in particular, relating to cross-border financial transactions, may lead us at any time to request from you various explanations or supporting documents, including concerning the purchase of insured property. In accordance with the amended French Data Protection Act of 6 January 1978 and the Monetary and Finance Code, you benefit from a right of access to your personal data, by sending a letter to the French Data Protection Authority (CNIL).

CONTRACT

The insurance coverage and assistance services provided under the present document have been subscribed with AXERIA Assistance Limited under number **AIVPO21000**.

GENERAL INSURANCE PROVISIONS



CANCELLATION OF TRIP

OBJECT AND AMOUNT OF THE COVERAGE

The coverage will reimburse travel cancellation or change fees, up to the limit of the amounts invoiced by the tour operator, by applying the price list in the cancellation terms set out by the tour operator.

COVERAGE LIMITATIONS

Compensation by the insurer is limited to cancellation fees due as of the date of occurrence of the event invoking application of the coverage with a maximum of the amount set out in the special terms and conditions minus airport taxes, insurance premiums and administrative fees (retained by the tour operator and not reimbursable under the present policy).

DEDUCTIBLE

A fixed deductible per beneficiary or opposable third party, whose amount is listed in the special terms and conditions shall apply to each person, unless otherwise stated.

NATURE OF THE COVERAGE

You shall be covered:

1. In case of serious bodily accidents, serious illness (including an unforeseeable relapse, the unforeseeable aggravation of a chronic or preexisting illness, or consequences, following an accident that occurred prior to the subscription of the present policy) or death:
 - Of you, your legal or de facto spouse or any person bound to you by a Civil Solidarity Pact (PACS), your parents, or descendants, including those that are not your dependents, brothers or sisters, brothers-in-law or sisters-in-law, sons-in-law or daughters-in-law, fathers-in-law or mothers-in-law, your legal guardian, regardless of their

- country of domicile, or any person habitually living with you;
- the person accompanying you, subject to them being recorded in the same Special Provisions as you
2. In case of the death or of a hospitalization lasting more than 48 consecutive hours of one of your uncles, aunts, nephews, nieces, or those of your legal or de facto spouse;
 3. In cases of pregnancy not known at the time of your registration for the trip and contra indicating your trip by their nature;
 4. In case of clear and unforeseeable complications to your pregnancy, before entering the 28th week of amenorrhea, in case of miscarriage, medical interruption of pregnancy and their consequences;
 5. In cases of depression, emotional, mental, or nervous illness leading to your hospitalization for more than 3 consecutive days;
 6. In case of contra-indication or effects of vaccinations required for your travel;
 7. If you or your spouse would be laid off on economic grounds, on the condition that the proceedings have not been started by the date of subscription to the present policy;
 8. In case of obtaining a salaried position or paid internship through the Pôle Emploi that starts before your return from the trip, when you were registered with the Pôle Emploi on the date of subscription to the present policy; excluding the extension or renewal of your policy, your internship, or your temporary job assignments;
 9. In case of a job change requiring you to move before your return trip, on the condition that your change was not known at the time of subscription to the present policy;
 10. In case of an administrative summons, which must be supported by an official document, that was unforeseen and could not be deferred, for a date during your travel, on the condition that your summons was not known on the date of subscription to the present policy;
 11. If you must take a remedial examination on a date during your travel, on the condition that failure of the examination was not known on the date of subscription to the present policy;
 12. If you have been summoned for the adoption of a child or to obtain a residence permit or for an organ transplant on a date during your travel, on the condition that your summons was not known on the date of subscription to the present policy;
 13. In case of refusal of your tourist visa certified by the authorities of the country selected for the trip, on the condition that:
 - The request was made by the recommended deadline for the travel destination.
 - No prior request was made and refused by these authorities for a previous trip;
 14. In case of significant property damage occurring to your domicile or your place of business or your agricultural operation of which you are the owner, renter, or free occupant, more than 50% destroyed, and requiring your presence on site to carry out the necessary conservatory acts;
 15. In case of theft at your domicile, your place of business, or agricultural operation of which you are the owner, renter, or free occupant, within the 72 hours preceding your departure and requiring your presence on site on your departure date or during your trip to carry out the necessary conservatory acts;
 16. In case of serious damage occurring to your vehicle within

the 48 hours preceding your departure and rendering the vehicle unable to be repaired within the time frame necessary for you to reach the meeting point set by the tour operator or to your vacation destination on the date initially set out, and provided that your vehicle is indispensable for getting you there;

17. In case of modification or withdrawal by your employer of your paid holidays granted prior to the subscription to the present policy and on the condition that your travel reservation was made after the paid holiday period was granted.

The deductible shall be 20% of the amount of the compensation, with a minimum of € 30 per claim. The coverage shall only apply to salaried employees for whom a hierarchical superior is responsible for granting and withdrawal / modification of the aforementioned paid holidays.

The coverage shall not apply:

- To the legal representatives of a company, to the liberal professions,
 - Or to RWD;
18. In case of loss or theft of your identification papers or your transport documents, indispensable to your trip, within the 48 hours prior to your departure and preventing you from satisfying border control formalities;
 19. In case of an external sudden, unforeseeable, justified event independent of your will preventing you from traveling and occurring between the subscription date of the present insurance policy and your departure date
 20. If you decide to travel alone, despite the cancellation of the trip for the person who was to have shared a double hotel room reserved for your stay, the coverage shall reimburse you for your additional hotel expenses caused by this cancellation up to the limit of the amount of compensation that would have been paid to you for cancellation.

If you subscribed to the option "Attack", you are also guaranteed :

21. In the event of a terrorist attack occurring at your destination and within a radius of 100 km from your resort within the 15 days prior to your date of departure (by way of exception to the paragraph "EXCLUSIONS COMMON TO ALL COVERAGE").

EXCLUSIONS TO THE "CANCELLATION OF TRIP" COVER

The exclusions common to all coverages shall apply. Additionally, cancellations after any of the following events or circumstances shall be excluded:

- events occurring between the travel reservation date and the date of subscription to the present policy;
- accidents or illnesses that were first diagnosed, treated, or were a relapse or required hospitalization between the travel reservation date and the date of subscription to the present policy;
- depression, emotional, mental, or nervous illnesses leading to your hospitalization for 3 consecutive days or fewer;
- voluntary interruptions of pregnancy, their consequences and complications;
- cosmetic treatments, spa treatments, and in vitro fertilization;
- cancellations due to periodic inspection and observation examinations;
- delay in obtaining a visa;

- cancellations due to failure to submit for any reason whatsoever, of any document required for travel, except in the cases set out under the present coverage;
- mechanical breakdowns of your vehicle;
- cancellations by the carrier or tour operator, regardless of the reason;
- any circumstances detracting only from the enjoyment of your trip;
- any event for which the tour operator may be held liable under titles VI and VII of law no. 92-645 of July 13, 1992 setting the conditions for exercising the business of organizing and selling travel packages;
- lack or excess snow observed in the stations and preventing you from practicing your winter sports activities, purpose of your trip.

Administrative and visa fees, airport taxes and the insurance premium shall not be reimbursed.

IN CASE OF PROBLEMS WITH THIS CONTRACT, ONLY THE FRENCH VERSION WILL BE TAKEN INTO CONSIDERATION.

DECLARATION PROCEDURE

- You, or one of your claimants, must notify your travel agency of your cancellation upon the occurrence of the covered event that prevents your departure.

In fact, our reimbursement shall be calculated in relation to the price list for cancellation fees in force on the date of the first identification of the event invoking the coverage.

- You must notify Chapka Assurances in writing within 5 working days after declaring your cancellation to your travel agency, according to the declaration procedure as described in article "How do you use our services?"
- Your declaration must include the following information:
 - Your first name, last name, and address
 - The policy number
 - The precise reason for your cancellation (illness, accident, professional reason, etc.)
 - The name of your travel agency
- We will send the claim form to be completed to you, or your claimants or your travel agency.

All requested documents must be completed and returned to us to justify the reason for cancellation and to evaluate the amount of harm (registration form, original invoice for the cancellation fees, original transport documents).

- If the reasons for this illness is a serious illness or a serious bodily accident, you or your claimants must also send the initial medical certificate specifying the date and type of your illness or accident to our Consulting Physician in a confidential envelope within 10 days after your cancellation.

REIMBURSEMENT

The reimbursement of cancellation fees shall be sent directly to you, or to your claimants, your travel agency, any other person by express written request from you, or for cancellation of a rental, to the holder of the rental contract or his or her claimants.



Chapka Assurances

56 rue Laffitte - 75009 Paris
Tél. : 01 74 85 50 50

Société de courtage d'assurances
SAS au capital de 80 000 euros
N° de RCS : Paris B 441 201 035

Garantie financière et assurance RC conformes aux articles L530-1 et L530-2 du Code des assurances
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