

## Your Insurer

**EUROP ASSISTANCE S.A., IRISH BRANCH**

Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland



## PRE-CONTRACTUAL INFORMATION NOTICE

### Dear Client,

Considering the features set out, the protection that you are seeking, as well as the information that you have communicated, we recommend to you the coverage included in this insurance contract. Before you subscribe to this insurance contract, we invite you to read attentively this Information Notice, as well as the General Conditions and the Special Conditions.

### Information for exercising the right of cancellation stipulated in article L. 112-10 of the Insurance Code

You are asked to verify that you are not already the beneficiary of an insurance covering one of the risks insured by the new contract. If that is the case, you are entitled to a right of cancellation of this contract for a period of fourteen (calendar) days following its conclusion, without cost or penalties if all the following conditions are met:

- you have subscribed to this contract for non-work related reasons;
- this contract comes in addition to the purchase of goods or services sold by a supplier;
- you have supporting documents proving that you are already covered for one of the risks insured by this new contract;
- the contract which you wish to cancel has not been fully executed;
- you have not declared any insured event covered by this contract.

In this situation, you can exercise your right to cancel this contract by letter or by any other durable medium addressed to the insurer of the new contract, accompanied by a document proving that you already benefit from coverage for one of the risks insured by the new contract. The insurer shall refund the premium you paid within a period of thirty days starting from your cancellation notification.

If you wish to cancel your contract but do not meet all of the above-mentioned conditions, please check the cancellation terms in your contract.

### Points for attention

This contract is directed at all persons who are seeking protection from the events covered by the insurance contract.

Your general conditions carry exclusions and limitations about which you should be aware before subscribing.

This information notice, as well as the general conditions applicable to your insurance coverage are communicated to you before you subscribe to a policy and are subsequently sent to the contact address you have given us. The general conditions carry a notice on the processing of your personal data which summarises all of your rights in this matter.

In case of discrepancy between the various documents, the most favourable provision will be applied.

### Useful information in case of an insurance claim

Notify us as soon as possible in case of an Insured Event so that we can help you.

You must send all the documents necessary to support any claim (your special conditions list the documents for this purpose in the section relating to the coverage that you wish to invoke).

In order to notify us of a claim, you can contact us as follows:

-by E-mail : [claimsavailpro@roleurop.com](mailto:claimsavailpro@roleurop.com)

-Online : <https://availpro.eclaims.europ-assistance.com/>

You can also write to:

**Europ Assistance Service Indemnisation GCC**  
**P.O. Box 36347**  
**28020 Madrid, Spain**

### Complaints Procedure

We will do everything possible to offer you the best level of service. Nonetheless, if you are not satisfied, you must first send your complaint by letter to:

**INTERNATIONAL COMPLAINTS**  
**P. O. BOX 36009**  
**28020 Madrid, Spain**

If you are not satisfied with our response after you have contacted our complaints department, you have the right to contact a mediator at the following address:

**La Médiation de l'Assurance**  
**TSA 50110**  
**75441 Paris Cedex 09**  
<http://www.mediation-assurance.org/>

This recourse is free of charge. The Mediator will prepare an opinion within 90 days of receiving the full case file. His opinion is not binding. You remain free at any time to take your case to the competent French court.

## DEFINITIONS

**ACCIDENT:**

An external, sudden and fortuitous event causing in unintentional manner bodily harm to a private individual.

**ADHESION:**

The adhesion by the Policy Holder to this contract.

**POLICY HOLDER:**

A client or subscriber of the Underwriter who has opted for Adhesion.

**INSURED PERSON / YOU / YOUR:**

The Policy Holder, as well as the named person(s) traveling with the Policy Holder for whom a premium has been specifically paid.

**INSURER /WE /OUR:**

EUROP ASSISTANCE SA, a French stock corporation, regulated by the French Insurance Code, having its registered office at 1 promenade de la Bonnette – 92230 Gennevilliers, France, registered with the Nanterre Trade and Companies Register under No. 451 366 405, acting through its Irish branch EUROP ASSISTANCE S.A., IRISH BRANCH, having its registered office at Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland, registered with the Irish Companies Registration Office under No. 907 089.

Europ Assistance S.A. is supervised by the Prudential Supervision and Resolution Authority (ACPR) located at 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France. The Irish branch operates in accordance with the Code of Conduct of Insurance Companies (code of ethics of insurance companies) published by the Central Bank of Ireland. It is registered in the Republic of Ireland under number 907089 and operates in Your country under the scheme ensuring freedom to provide services.

**ATTACK/ ACT OF TERRORISM:**

Any act which comprises, without limitation, the use of force or violence or threat to use force and violence, committed by a person or group(s) of persons, acting alone or in the name of and in relation to all organisations or governments, for political, religious, ideological or similar motives, for the purpose of influencing a government or creating an atmosphere of fear in public opinion or in a part of public opinion. All attacks / acts of terrorism must be officially identified as such by an authority competent for this purpose in the location where the attack / act of terrorism was committed.

**SERIOUS INJURY:**

Injury caused by an Accident and ascertained by a medical doctor who has forbidden any movement by the victim on his own.

**TRAVEL COMPANION:**

Any person other than the Policy Holder included in the Booking.

**CONFIRMATION OF ADHESION:**

Written confirmation or document in electronic format addressed to the Policy Holder in order to confirm his Adhesion.

**SPOUSE:**

Marriage partner, cohabitee under Civil Solidarity (PACS) or known partner of an Insured Person whether of the opposite or of the same sex who lives under the same roof and has a relationship with the Insured Person that is recognised by law in the Country of Origin.

**DATE OF THE BOOKING:**

Day indicated on the Confirmation of Adhesion and corresponding to the first day of the Booking.

**DAMAGE TO THE PREMISES:**

Fire, explosion, water damage, house breaking which occurred on the premises of the Insured Person. The damage must have been the subject of a claim submitted to the insurance company of the Insured Person.

**RESIDENCE:**

Principal residence of a person, corresponding to his tax residence.

**STRIKE:**

Collective halt to work by employees with a view to pressing their workplace demands.

**ILLNESS:**

Any alteration of one's state of health which is sudden and unforeseeable, and has been duly ascertained by a medical doctor.

**SERIOUS ILLNESS:**

An illness diagnosed by a doctor of medicine who has forbidden all movement by the person on his own.

**FAMILY MEMBER:**

Spouse, PACS marriage partner or cohabitee living under the same roof, parents-in-law, children, stepchildren, brothers and sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents and grandchildren of an Insured Person.

**FAMILY MEMBER TO THE 3rd DEGREE:**

Uncles, aunts, nephews and nieces of an Insured Person.

**PROFESSIONAL REPLACEMENT:**

Person replacing an Insured Person at his workplace during the Trip.

**BOOKING:**

A service consisting of hotel nights booked with the Underwriter.

**STAY:**

Period between the date of arrival and date of departure of an Insured Person at a hotel corresponding to the Booking.

**INSURED EVENT:**

A sudden and unforeseeable event which may lead to application of the insurance coverage in the contract.

**UNDERWRITER:**

AVAILPRO, a Simplified Joint-stock Company, having its registered office at 14-16, Boulevard Poissonnière 75009 Paris, France, registered with the Paris Trade and Companies Register under number 435 318 985, registered with the ORIAS as Representative of the Insurance Intermediary of CHAPKA Assurances, an insurance broker, under number **130 047 90**.

**THEFT IN THE PREMISES:**

Theft which occurred in the premises of an Insured Person. The theft must have been the subject of a claim filed with the insurance company of the Insured Person.

# GENERAL CONDITIONS

## CANCELLATION INSURANCE

This insurance is a group insurance contract covering losses concluded by AVAILPRO for the benefit of its clients who have made a Booking on the AVAILPRO website and chosen to become member **to this contract**.

This insurance is not mandatory.

This insurance contract is made up of its General Conditions, its Special Conditions and the Confirmation of Adhesion. In case of contradictions or inconsistencies between these documents, the Special Conditions prevail over the General Conditions and the Confirmation of Adhesion prevails over the General Conditions and the Special Conditions.

### International Sanctions

**The Insurer will not provide cover nor pay a Claim nor provide any benefit or a service described in the Policy if this would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America. For further details please visit: <https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>.**

#### 1. ADHESION

The agreement of the Policy Holder to the purposes of Adhesion is expressed by electronic means on the internet site.

The Adhesion takes effect subject to payment of the premium by the Policy Holder.

#### 2. DURATION

##### Duration of the Adhesion

Subject to payment of the premium by the Policy Holder, the Adhesion takes effect **on the date of subscription to this contract and expires on the day of arrival of the Insured Person at the place of his Stay.**

##### Cancellation option

The Policy Holder can cancel the coverage of his Adhesion in the following cases:

- If the Adhesion was concluded remotely (for example: by telephone, e-mail or via the internet) and the duration of the Adhesion is greater than one month.
- If the Policy Holder is able to provide documentary proof that he or she was already covered by a pre-existing insurance contract for one of the risks covered by this insurance, on condition that the Policy Holder has not requested application of the insurance coverage for one of the insured risks.

In these cases, you can exercise your option of cancellation by using the addresses and forms provided in the section 'Contact us to exercise your option of cancellation'. We will reimburse You the total amount of insurance premiums paid within a maximum period of thirty (30) calendar days following receipt of Your cancellation request, subject to the condition that no request for benefits was presented or is in the process of being presented and that no occurrence which might give rise to an Insured Event has taken place.

You can also choose not to benefit from your cancellation option by requesting – as the case may be – performance of the coverage subscribed to in the context of Your Adhesion.

#### 3. PAYMENT OF THE PREMIUM

The Policy Holder is informed about the amount of the insurance premium (including all taxes) in good time prior to the Adhesion. The insurance premium is paid to the Insurer on the date of Adhesion and includes the applicable taxes and expenses.

#### 4. PAYMENT FOR INSURED EVENTS

In case of an Insured Event, You will be indemnified within a period of 30 days following the receipt of supporting documents relating to the Insured Event or following our agreement to bear the costs of the Insured Event.

The payment of the insurance benefit will be made in the currency in which the Policy Holder paid the insurance premium.

#### 5. FALSE INSURANCE DECLARATIONS

Voluntarily false or incorrect declarations or the intentional withholding of information by the Policy Holder will lead to voiding the Adhesion when these declarations or withholding modify the object of the risk or diminish its perception by the Insurer, even if the risk omitted or misrepresented by the Policy Holder had no influence on the Insured Event. In this case, the Insurer has the right to retain all the premiums paid and the right to payment of all the unpaid and failed premiums as well as damages and interest.

False or incorrect declarations or withholding of information by the Policy Holder for which bad faith is not proven will not lead to voiding the Adhesion. If they are discovered before an Insured Event, the decision on accepting the costs of an Insured Event or on a claim submitted will find a compromise: in effect, the Insurer has the right to reduce the benefits paid in proportion to the rates of the premiums paid versus the rates of premiums which would have been due if the risks had been completely and exactly declared.

#### 6. INCREASE OR REDUCTION OF THE RISK

The Policy Holder must declare to the Insurer by letter sent registered mail any increase of risk covered by this insurance within 15 days of the date when the Policy Holder became aware of such an event.

The Policy Holder must notify the Insurer in writing of any reduction of risk covered by this insurance.

#### 7. OBLIGATION TO MINIMISE THE LOSSES

An Insured Person must do everything possible to avoid or limit the losses caused by an insured event.

#### 8. SUBROGATION

After having paid you benefits, the Insurer will be subrogated in the rights and actions that the Policy Holder may have against Third Parties responsible for the losses incurred by the Policy Holder. Our subrogation will be limited to the amount of the indemnity we have paid to you or to the amount of the services performed.

We will provide you with the assistance necessary for the exercise of our subrogation.

#### 9. PLURALITY OF INSURANCE POLICIES

The Policy Holder must immediately notify the Insurer in writing if he or she has concluded several insurance contract(s) covering the same risk(s) and communicate to us the name(s) of the other Insurer(s).

#### 10. APPLICABLE LAW AND COMPETENT JURISDICTION

This contract and the Adhesion are subject to French law.

Any law suit relating to the Adhesion, whether regarding its execution or to its interpretation, shall be subject to the exclusive competence of the French courts.

#### 11. TIME LIMITATION

Pursuant to article L. 114-1 of the Insurance Code:

Any legal actions derived from this insurance are limited in time to two years starting from the event which gave rise to it. Nonetheless, this period begins:

- (i) in cases of withholding of information, omission, false or imprecise declarations on the risk incurred only from the day when the Insurer was made aware of them;
- (ii) in case of an Insured Event, only on the day when the interested parties become aware of it, if they prove that they did not know about it until then.

When the legal action of the Policy Holder against the Insurer has for a cause the recourse of a Third Party, the time limitation begins running only from the day when this Third Party has initiated a legal action in court against the Policy Holder or has been indemnified by the latter.

Pursuant to article L. 114-2 of the Insurance Code:

The time limitation is interrupted by ordinary causes of interruption of the time limitation and by the naming of experts following an Insured Event.

The interruption of the time limitation can also result from the dispatch of a letter by registered mail or in an electronic registered mailing with return receipt sent by the Insurer to the Policy Holder as regards an action over payment of the premium and by the Policy Holder to the Insurer as regards the settlement of the benefits.

Pursuant to article L. 114-3 of the Insurance Code:

By exception to article 2254 of the Civil Code, the parties to the insurance contract cannot, even by mutual agreement, modify the duration of the time limitation, nor add to the causes of a suspension or interruption of it.

The ordinary causes of interruption of the time limitation are defined in articles 2240 to 2246 of the Civil Code: recognition by the debtor that the party which he prescribed is right and the request that a court impose an act of forced execution.

## 12. CESSION OF THE CONTRACT

You do not have the right to transfer the Adhesion without our prior written consent.

## 13. PROTECTION OF PERSONAL DATA

The protection of your personal data is important to us. The purpose of this notice is to explain how we use your personal data and for what purposes.

Please read this document attentively.

### 1. What legal entity uses your personal data?

The party responsible for processing is the legal entity or private individual, the public authority, the department or other institution which, solely or jointly with others, determines the purposes and means of processing personal data.

Those responsible for processing your personal data is **the Irish branch office of Europ Assistance SA.**, situated on the Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland, a branch registered with the Irish Companies Registration Office under number 907089.

Europ Assistance SA is a company registered with the Insurance Code having its corporate headquarters at 1, Promenade de la Bonnette, 92230 Gennevilliers, France, a public limited liability company entered in the Register of Commerce and Companies of Nanterre under number 450 366 405.

AVAILPRO, as Underwriter of the collective insurance contract, collects Your personal data necessary for the Adhesion and management of the contract and transmits them, through CHAPKA Assurances, to the Insurer Europ Assistance SA Irish Branch.

If you have any questions regarding the processing of your personal data, please contact Our Representative to the Protection of Data at the following addresses:

✉ : Europ Assistance SA Irish Branch - DPO  
Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland

@: EAGlobalDPO@europ-assistance.com

### 2. How do We use Your personal data?

We use your personal data for:

- Subscription of insurance and risk management;
- Subscription and administration of the policies;
- Management of Insured Events and claims.

In the context of the aforementioned activities, We can use Your personal data because this processing of data is necessary for You to benefit from the insurance coverage or the performance of pre-contractual measures (processing necessary for the performance of a contract in accordance with article 6 e) of the European Regulations on the Protection of Personal Data).

### 3. Which personal data do we use?

Only the personal data strictly necessary for the purposes mentioned above will be processed. In particular, the processing manager will process:

- Your Last Name, addresses (postal and electronic), and ID documents;
- Your bank data necessary for payment of the premium.

### 4. With whom do we share your personal data?

We can share your personal data with other companies of the Europ Assistance Group or with companies of the Generali Group, with external organisations such as our auditors, reinsurers, and managers of Insured Events, agents, entities in charge of performing a service or payment of benefits within the context of your insurance.

### 5. Where do we transfer your personal data?

We can transfer your personal data to countries, territories or organisations situated outside the European Economic Area (EEA) and which are not recognised for offering a sufficient level of protection by the European Commission, such as the USA. This will particularly be the case if you request the implementation of risk coverage of the insurance when you are staying in one of these countries.

The transfer of personal data to non-European entities will be done on condition that appropriate security measures are put in place, in conformity with the applicable legislation and with the standards of clauses prepared by the European Commission. By contacting Our Representative to Data Protection You can obtain information about these measures and, as the case may be, a copy of these measures.

## 6. What are your rights relating to your personal data?

You can exercise the following rights with respect to your personal data:

- Right of access to your personal data
  - You can request access to your personal data
- Right to correction of your personal data
  - You can ask us to correct your personal data which are incorrect or incomplete.
- Right to deletion of your personal data
  - You can ask Us to delete your personal data if one of the following reasons applies:
    - a. The personal data are no longer necessary with regard to the purposes for which they were collected or processed;
    - b. You withdraw consent on the basis of which the processing is based and when there is no other legal reason for the processing;
    - c. You are opposed to having an automated decision concerning you made and there is no other legitimate imperious reason justifying the processing, or you are opposed to processing for purposes of direct marketing;
    - d. The personal data have been the object of illicit processing;
    - e. The personal data must be deleted to comply with a legal obligation.
- Right to the limitation of the processing of your personal data
  - You can ask Us to restrict Your personal data if one of the following reasons applies :
    - a. You challenge the accuracy of your personal data and request restriction for the time necessary for us to check on their accuracy;
    - b. The processing is illegal and you are opposed to the deletion of your personal data and request the restriction of their use in its place;
    - c. We no longer need your personal data in the context of the purposes of processing, but you still need them for the recognition or the defence of rights in the courts;
    - c. You are opposed to the use of an automated way of processing your personal data and we find that our legitimate bases for processing your personal data do not prevail over yours.
- Right to portability of your personal data
  - Personal data in a structured format, jointly used and machine readable.
- Right to determine directives on the disposition of your data after your death.

Your rights, including the right of opposition, can be exercised by contacting Our Representative to the Protection of Data by email: [EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

The request to exercise rights is free of charge unless it is manifestly unfounded or excessive.

## 7. How can you send a complaint to avail Yourself of Your rights relating to your personal data?

You have the right to submit a claim to control authorities.

The addresses of this control authority are provided below:

### Irish authority:

✉ : Office of the Data Protection Commissioner. Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23,  
@: Ireland. [info@dataprotection.ie](mailto:info@dataprotection.ie)

### French authority:

✉ Commission Nationale de l'Informatique et des Libertés. 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.  
@: You can reach the CNIL via its online complaints tool: <https://www.cnil.fr/plaintes>  
Tel: +33 (0)1 53 73 22 22

## 8. How long do we store your personal data?

We keep your personal data for 5 years after the end of the effective period of the Adhesion.

## 14. CONTACT US TO EXERCISE YOUR CANCELLATION OPTION

If the Adhesion was concluded remotely (for example: by telephone, e-mail or via the internet) and the duration of the Adhesion is greater than one month or if the Policy Holder can provide documentary proof that he or she was already covered by a pre-existing insurance contract for one of the risks covered by this insurance, on condition that the Policy Holder has not requested the application of coverage of one of the insured risks, You have a period of time for cancellation.

To exercise your cancellation option, You must, within a period of 14 days starting from the effective date of the Adhesion, send an e-mail to: [info@chapka.fr](mailto:info@chapka.fr)

For this purpose, you can use the following model: 'I, the undersigned), (Mr/ Mrs, Last name, First name, address) hereby renounce the benefits of my Adhesion per Certificate of Adhesion n°XXXX. Signature.'

#### 15. CONTACT US TO FILE AN INSURANCE CLAIM

If you wish to submit an insurance claim to Us, You can proceed by using our website:

<https://availpro.eclaims.europ-assistance.com/>

This is the most efficient way to reach us.

You can also write to us at the following address:

**Europ Assistance Service Indemnisations GCC**  
**P.O. Box 36347**  
**28020 Madrid, Spain**

In case of any question linked to the processing of your Insured Event dossier, you can contact us by telephone to: +34 917907034

This number is reachable from Monday to Friday from 9am to 6pm, except bank holidays.

**In case You are a United States person and You were travelling to Cuba, You will have to provide evidence that You travelled to Cuba in compliance with United States laws for Us to be able to provide a service or a payment.**

#### 16. PROCEDURE FOR MANAGING CLAIMS

We make every effort to offer you the highest level of service. However, in case you are not satisfied, you must first send your claim by mail to the following address:

**INTERNATIONAL COMPLAINTS**  
**P. O. BOX 36009**  
**28020 Madrid, Spain**  
[complaints\\_eaib\\_fr@roleurop.com](mailto:complaints_eaib_fr@roleurop.com)

We will acknowledge receipt of Your claim within a period of 10 days if we can provide you with a direct answer. We undertake to provide a final response within a period of 2 months.

If no solution is found to your claim, you can then contact the Mediator:

**La Médiation de l'Assurance**  
**TSA 50110**  
**75441 Paris Cedex 09**  
<http://www.mediation-assurance.org/>

The solution proposed by the Mediator is not binding on the parties to the contract. You can then at any time act by any other legal channels.

#### 17. CONTROL AUTHORITY

The Authority charged with control is:

**Autorité de Contrôle Prudentiel et de Résolution (ACPR)**  
**4 place de Budapest**  
**CS 92459**  
**75436 Paris Cedex 09**



# SPECIAL CONDITIONS

## CANCELLATION INSURANCE

### What risks are we covering?

The coverage has as its purpose to reimburse You for the costs of cancelling Your Booking incurred when the cancellation is rendered necessary by the occurrence of an insured event prior to the start of the Stay, subject to certain exclusions and within the limit of **€2,500 per Insured Person and €15,000 per Booking**.

The price of the Booking which is taken into account and which will be the object of a reimbursement arranged by us does not include: **AIRPORT TAXES, PORT TAXES, THE INSURANCE PREMIUM, THE APPLICATION FEE, THE COST OF SERVICES AND ACTIVITIES BOOKED DURING THE TRIP, AS WELL AS THE SHARED PORTION OF SUCH COSTS.**

The insured events are:

1. Cancellation for reason of Serious Illness, Serious Injury or death :
  - of an Insured Person;
  - of a Family Member;
  - of the person in charge of watching over minors or handicapped adults for whom You are legally responsible or the legal guardian;
  - of the Professional Replacement

This includes the relapse or aggravation of pre-existing illnesses and the aftereffects of an accident before subscription of this contract.
2. The death of a Family Member to the 3rd Degree;
3. Complications due to a pregnancy :
  - which result in absolute cessation of all professional or other activity and subject to the person not having been more than 6 months pregnant at the moment of departure,

Or

  - if the very nature of the trip is incompatible with your state of pregnancy subject to you not having been aware of your state at the time of your Booking;
4. Counter-indications and results of a vaccination ;
5. Economic lay-off of a salaried Insured Person, subject to this decision not having been known at the moment of Adhesion;
6. Hiring for a job or an offer of internship in a new company in which the Insured Person has not been employed during the six months prior to the conclusion of the new labour contract :
  - The various contracts concluded with temporary employment agencies will be considered as contracts concluded with the companies in which the temporary hire carries on his activity ;
  - The modification of the type of labour contract is not covered (example : transformation of a fixed-term or temporary contract into an open-ended contract)
7. Employer's decision to cancel the paid holiday or modify the dates versus those granted in writing before the Adhesion, excluding company directors, liberal professions, craftsmen, merchants and persons in the performing arts without steady employment;
8. Professional transfer imposed by Your employer and not known at the date of Adhesion, except for company directors, liberal professions, craftsmen, merchants and persons in the performing arts without steady employment;
9. Summons to a re-take exam following a failure in studies unknown at the moment of Adhesion (only pertains to higher education), on condition that the given exam will take place during the Stay;
10. Major damage to private premises (residence, secondary residence) or to the workplace premises of an Insured Person which occurred within the 48 hours preceding the date of the start of the Stay and requiring his presence on the spot;
11. Theft in private premises (residence, secondary residence) or in workplace premises of an Insured Person which occurred within 48 hours preceding the date of the start of the Stay and subject to the condition that this theft requires his presence on the spot.
12. Breakdown or accident of the vehicle belonging to an Insured Person which requires the assistance of a professional and which has occurred within the 48 hours preceding the date of the start of the Stay, and which prevents him from getting to the place of the Stay;
13. Summons or appointment of an Insured Person to appear before a court or public authority as a party, witness, member of a jury or expert, on condition that the date is fixed for the period of the Stay;
14. Summons of an Insured Person for proceedings related to the adoption of a child on condition that the date is fixed for the period of the Stay;

15. An unforeseeable and unjustified rejection of a visa request filed by an Insured Person;
16. Cancellation due to an Attack/act of terrorism which occurred in the 10 days preceding the date of the start of the Stay and within 50km of the place of your Stay, when the following conditions are met :
  - The event led to material loss and bodily harm in the destination town(s) or town(s) of the Stay;
  - The French Ministry of Foreign Affairs advises against traveling to the destination town(s) or town(s) of the Stay;

If the Insured Event relates to one of the Insured Persons, the other Insured Persons can be covered for the same Insured Event.

#### What do We exclude ?

We take action for the Insured Events listed and described in the paragraph "What risks are we covering".

#### **CANCELLATIONS MOTIVATED BY ONE OF THE EVENTS OR SITUATIONS DESCRIBED BELOW ARE EXCLUDED:**

1. ACCIDENTS OR ILLNESSES WHICH WERE THE OBJECT OF FIRST OBSERVATION, TREATMENT, RELAPSE, AGGRAVATION OR HOSPITALISATION BETWEEN THE DATE OF THE BOOKING AND THE DATE OF SUBSCRIPTION OF THIS CONTRACT.
2. PATHOLOGIES WHICH WERE THE OBJECT OF A HOSPITALISATION WITHIN THE 30 DAYS PRECEDING THE DATE OF ADHESION ;
3. LOSSES OR DAMAGE RESULTING FROM THE INTENTIONAL FAULT OR NEGLIGENCE OF THE INSURED PERSON, OF A FAMILY MEMBER OR TRAVEL COMPANION.
4. ILLNESSES OR ACCIDENTS CAUSED BY CONSUMING ALCOHOLIC BEVERAGES (LEVELS OF BLOOD ALCOHOL GREATER THAN OR EQUAL TO 0.5 GRAMMES PER LITRE OF BLOOD OR TO 0.25 MILLIGRAMMES PER LITRE OF AIR EXHALED, IN CASE OF AN ACCIDENT INVOLVING A VEHICLE) BY THE INSURED PERSON OR BY THE TRAVEL COMPANION.
5. THE CONSUMPTION OF NARCOTICS, DRUGS OR MEDICINES WHICH WERE NOT MEDICALLY PRESCRIBED.
6. SUICIDE, ATTEMPTED SUICIDE OR SELF-MUTILATION OF AN INSURED PERSON, OF A FAMILY MEMBER OR TRAVEL COMPANION.
7. EPIDEMICS OR INFECTIOUS DISEASES WHICH HAVE APPEARED SUDDENLY, AS WELL AS ILLNESSES CAUSED BY AIR POLLUTION OR CONTAMINATION OF THE ATMOSPHERE.
8. CIVIL OR FOREIGN WARS, RIOTS, INSURRECTIONS, POPULAR MOVEMENTS, ACTS OF SABOTAGE, STRIKES.
9. ATTACKS / ACTS OF TERRORISM OCCURRING AT MORE THAN 50KM FROM THE LOCATION OF THE STAY AND MORE THAN 10 DAYS BEFORE THE DATE OF START OF THE STAY.
10. THE IMPOSSIBILITY OR FAILURE TO REMEMBER ABOUT A VACCINATION OR ABOUT MONITORING A MEDICAL TREATMENT NECESSARY FOR THE TRAVELLER IN CERTAIN COUNTRIES.
11. THE CONSEQUENCES OF PSYCHOSIS, NEUROSIS, PERSONALITY PROBLEMS, PSYCHOSOMATIC PROBLEMS OR THE DEPRESSED STATE OF THE INSURED PERSON.
12. THE PRACTICE OF COMPETITION SPORTS OR AUTOMOTIVE COMPETITIONS (AUTOMOBILE RALLY AND RACES).
13. THE PRACTICE OF A DANGEROUS SPORT OR ACTIVITY LISTED AS FOLLOWS: BOXING, WEIGHTLIFTING, COMBAT, MARTIAL ARTS, ALPINISM, BOBSLEIGH, AQUALUNG DIVING, SPELEOLOGY, SKI JUMP, PARACHUTING, PARAGLIDER, FLIGHT IN AN ULM OR GLIDER, SPRINGBOARD DIVING, UNDERWATER DIVING, DELTAPLANE, SHEERFACE CLIMBING, HORSEBACK RIDING, HOT AIR BALLOONING, FENCING, TOBOGGANING, SPORTS AUTOMOBILES, DEFENCE SPORTS, ADVENTURE SPORTS LIKE RAFTING, BUNGEE JUMPING, KAYAKING, OR WHITE WATER RAFTING,
14. THE CONSEQUENCES OF THE TRANSMUTATION OF AN ATOM, AS WELL AS RADIATION CAUSED BY ARTIFICIAL ACCELERATION OF ATOMIC PARTICLES OR ANY IRRADIATION COMING FROM A SOURCE OF ENERGY HAVING A RADIOACTIVE NATURE.
15. EARTHQUAKES, VOLCANIC ERUPTIONS AND ANY OTHER PHENOMENON CAUSED BY THE FORCES OF NATURE.
16. THE CONSEQUENCES OF USING OR POSSESSING EXPLOSIVES OR FIREARMS.
17. CANCELLATION CAUSED BY A PERSON HOSPITALISED AT THE MOMENT OF THE BOOKING OR OF THE SUBSCRIPTION OF THE CONTRACT
18. THE FAILURE TO PRESENT DOCUMENTS ESSENTIAL TO THE TRIP SUCH AS PASSPORT, VISA, TRANSPORTATION TICKETS, VACCINATION BOOKLET, FOR WHATEVER REASON, EXCEPT IN CASES OF THEFT OF THE PASSPORT OR NATIONAL IDENTITY CARD ON THE DAY OF DEPARTURE DULY DECLARED TO THE COMPETENT AUTHORITIES.

#### Documents and information necessary to file a claim regarding an Insured Event causing the cancellation of Your Booking:

You must provide us with the following documents to enable an investigation of an Insured Event:

1. Documents proving the occurrence of an Insured Event covered by cancellation insurance (medical report, deed or certificate of death, hospital documents, police report, minutes of a complaint submitted to a police station...);
2. Form that we send for completion by the attending physician of the Insured Person or of any other person receiving medical treatment in connection with the cancellation. This document is necessary only in cases where we have received insufficient information on the medical condition of the person concerned.
3. Copy of the e-mail of confirmation or proofs of the purchase of the Booking.
4. Copy of the documents setting out the costs linked to the cancellation of the Booking issued by the Underwriter or the authorised distributor, with details of the amounts and respective services, as well as the copy of the general sales conditions of the Booking.
5. Copy of the document cancelling the Booking issued by the Underwriter or the authorised distributor, indicating the costs borne because of the cancellation of the Booking.
6. If the cancellation results from an Insured Event involving a Family Member or a Family Member to the 3rd Degree, a document which attests to the relationship between the Insured Person and the Family Member or Family Member to the 3rd Degree (for example: birth certificate or extract from the certificate, family record book of each person concerned), if such documents exist in the country in which the Insured Person has made the Booking.

We undertake to respect the confidentiality of all information communicated to us for the needs of the insurance contract or of an Insured Event. All medical information must be sent in a closed envelope on which is written 'confidential/ medical secret' for this medical information to be read only by Our Medical Board.



#### AVAILPRO

A Simplified Joint-stock Company with a share capital of € 126, 729, having its registered office at 14-16, Boulevard Poissonnière 75009 Paris, France, registered with the Paris Trade and Companies Register under number 435 318 985, registered with the ORIAS as Representative of the Insurance Intermediary of CHAPKA Assurances, an insurance broker, under number 130 047 90.



#### CHAPKA ASSURANCES

A Simplified Joint-stock Company with a share capital of € 80,000, an insurance broker, registered with the Paris Trade and Companies Register under number B 441 201 035, having its registered office at 56, rue Laffitte - 75009 Paris, France, Professional civil liability insurance and Financial guarantee in accordance with articles L. 530-1 and L. 530-2 of the Insurance Code - ORIAS n° 07002147



#### EUROP ASSISTANCE SA

A French stock corporation with a share capital of € 35,402,786, regulated by the French Insurance Code, having its registered office at 1 promenade de la Bonnette – 92230 Gennevilliers, France, registered with the Nanterre Trade and Companies Register under No. 451 366 405, acting through its Irish branch EUROP ASSISTANCE S.A., IRISH BRANCH, having its registered office at Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland, registered with the Irish Companies Registration Office under No. 907 089.