



# **Trip cancellation and curtailment**

Insurance Policy no. IVB 777

## INSURANCE COVER TABLE

INSURANCE COVER BY:	TYPE OF BASIC COVER	TOTAL
	Trip cancellation  • Illness, accident or death, redundancy,  • Any justified reason  and curtailment • In the event of repatriation or early return home	Depending on the terms and conditions of sale with a maximum of €3000 per pers. and €40,000 per event  €30 excess / Rent  20% excess on the total rent (€50 minimum)
		Unused proportion of the trip not exceeding €5000 per person and €25,000 per event

## TITLE I - GENERAL PROVISIONS

### • DEFINITIONS

#### ACCIDENT

Any unintentional personal injury to the Insured Person, resulting from a sudden and unexpected incident of external origin, and any pathological manifestations which can be directly attributed to this personal injury, which prevent the Insured Person from travelling unaided.

#### YEAR OF INSURANCE COVER

The term between the two renewal dates. However:

- If the effective date of the contract is different to the main renewal date, the first year of the cover is the period between the effective date and the first renewal date.
- If the policy expires or ends between two renewal dates, the final year of the cover is the period between the last renewal date and the date on which the policy expires or terminates.

#### INSURED PERSONS

All the People named as Insured Persons in the Special Terms and Conditions of the policy

The tax domiciles of these people must be in **one of the member countries of the European Economic Area or Switzerland.**

#### INSURER and POLICYHOLDER

**I VALUE Limited**, whose policyholder for France is: VALEURS ASSURANCES 155 Boulevard de la Liberté 59000 LILLE. The cover is underwritten by LLOYDS SYNDICATES.

### **BENEFICIARY**

The person(s) who receive(s) the indemnity from the Insurer as a result of an incident. In the event of the death of the Insured Person, unless another person has been named as Beneficiary when the policy is taken out with the Insurer or after this date, the indemnity goes to:

- The spouse, unless judicially separated or divorced on the date of the death.
- Failing this, the living or represented children, born or to be born.
- Failing this, to the heirs.

### **SPOUSE**

Spouse, in this case, refers to:

- The person who is joined to the Insured by the bond of marriage and not judicially separated.
- The Partner: this is the person who has been living together with the Insured as husband and wife for at least the last **Six Months** in an equivalent community of interest to that of a married couple.
- The Co-signatory of a French PACS (Civil Solidarity Pact) with the Insured.

### **FORFEITURE**

Exclusion from the right to receive the indemnity or services specified in the policy because of an infringement by the Insured of certain obligations incumbent upon him/her.

### **OVERSEAS DEPENDENCIES**

Overseas dependencies refer to the Guadeloupe, French Guiana, Martinique and Reunion.

### **DOMICILE**

Domicile refers to the regularly used main dwelling, which is specified as the domicile in the tax return. It must be located in one of the member countries of the European Economic Area or Switzerland.

### **BODILY INJURY**

Any physical injury to a person.

### CONSEQUENTIAL NON-MATERIAL LOSS

Any non-material loss resulting from bodily injury or material damage, which is not covered, any non-material loss which occurs in the absence of a bodily or material injury and, generally, any non-material loss, other than the consequential non-material loss as specified herein.

### MATERIAL LOSS

Any degradation, deterioration, loss and destruction of a thing or substance including any physical injury to animals.

### DEPENDENT CHILDREN

Legitimate and natural children, which are recognised or taken in, are considered to be dependent children in the following cases only:

- If they are aged less than **Twenty-One years**.
- If they are aged over **Twenty-One Years** and less than **Twenty-Five Years** and they are pursuing their studies (certificate of attendance at school required). Any income or remuneration received annually by the latter must be less than the minimum taxable amount with regards income tax.
- If they are disabled (unable to provide for their needs, regardless of their age).
- If they are conceived, born and viable within **Three Hundred Days** of the accident leading to the death of the Insured.

### FOREIGN

The term foreign refers to the whole world except for the country of domicile of the Insured and excluded countries.

### EUROPEAN ECONOMIC AREA

The countries of the European Economic Area are as follows:

Member states of the European Union, Iceland, Lichtenstein and Norway.

### PROXIMATE CAUSE

The proximate cause is the event which is at the origin of the loss.

A set of proximate causes with the same technical cause is considered to be a unique proximate cause.

### EXCESS

This refers to the following:

- Either a fixed amount set by the Insurer, which must be paid by the Policyholder or the Insured in the event of a settlement.
- Or a percentage, above which indemnities are granted for claims.
- Or a number of days or months, at the end of which the indemnities are granted.

### CIVIL WAR

Civil War refers to two factions of a single nation, which are opposed, or a part of the population, which is opposed, to the established order. These forces control part of the country and are in possession of regular armed forces.

### FOREIGN WAR

Foreign war refers to an armed conflict between two or several states with or without a declaration of war.

### ILLNESS

Any degradation of health, certified by a qualified medical authority, requiring medical care and which is of a sudden and unforeseeable nature.

### MEMBER OF THE FAMILY

Member of the family refers to the spouse, the civil partner or partner living under the same roof, child (legitimate, natural or adopted), a brother or a sister, father, mother, one of the parents-in-law, one of the grandchildren or one of the grandparents, the legal guardian, the brothers-in-law and sisters-in-law, the sons-in-law and daughters-in-law, uncles and aunts, nephews and nieces.

### FOREIGN COUNTRIES

Any country, territory or possession outside of mainland France. **By convention, the French overseas dependencies and regions (DOM-ROM), French overseas countries and territories (PTOM) and French overseas communities (COM) are included as foreign countries with regards the Medical Expenses cover.**

### CLAIM

A claim refers to any amicable or disputed request for compensation, made by a third party or its Rights Holders, addressed to the Insured or the Insurer.

### INCIDENT

The incident for the third-party victim, the loss of which is likely to lead to the application of some insurance cover included in the policy. All of the losses resulting from a single initial cause are deemed to constitute a single incident.

An incident also includes any loss or set of losses caused to third parties, incurring the Insured's liability, resulting from a proximate cause and giving rise to one or more claims.

### POLICYHOLDER

The legal entity or natural person who takes out the policy, signs it and agrees to pay the premiums.

### THIRD PARTIES

Any natural person or legal entity excluding the following:

- The Insured Person, the members of his/her family, as well as the forebears and descendants coming with the Insured.
- The Insured Person's attendants (employed or not) and his/her colleagues in the exercise of their functions as well as any other person accompanying the Insured.

### • EXCLUSIONS COMMON TO ALL THE ITEMS COVERED

The policy does not cover the following incidents:

- Caused or intentionally brought about by the Insured.
- When driving any type of vehicle under the influence of alcohol with a blood alcohol level equal to or greater than the legal limit in the country where the Accident takes place.
- In the event of the Insured using drugs, narcotics or tranquillisers, which are not prescribed for medical reasons, or when driving any type of vehicle when the Insured is under the influence of these drugs, narcotics or tranquillisers, prescribed for medical reasons, when the medical instructions prohibit their use while driving.
- Caused by the suicide or attempted suicide of the Insured.
- Resulting from the involvement of the Insured in any kind of bet (excluding sporting competitions), affray (except in the case of self-defence) or crimes.
- Resulting from practising a sport professionally, as well as participating in motorsports, even as an amateur.
- Resulting from the use, as a pilot, of an aircraft.
- Resulting from practising the following aerial sports: hang gliding, parachuting, paragliding, flying microlights.
- Resulting from practising any other aerial sports.
- Occurring when the Insured is a passenger in an aircraft, which is not operated by a business operating in the public transport sector.
- Caused by a foreign war, civil war or hostage taking.
- Resulting from the thermal, mechanical, radioactive or other defects originating from any modification of the atomic structure of a material or the artificial acceleration of atomic particles or radiation coming from radio-isotopes.

- **TERMINATION OF THE COVER**

In any case and for every Insured person, the cover terminates:

- On the contract's termination date.
- On the date, the Insured Person ceases to be part of the closed group of insured persons.
- 

## **TITLE II - COVER**

---

- **TRIP CANCELLATION COVER**

When the Insured is obliged to cancel a trip before departure, we refund the cancellation expenses incurred up to the date of the Incident, not exceeding the maximum indemnities and in respect of the excess payments specified in the Insurance Cover Table, in accordance with the terms and conditions of sale of the organiser of the trip, and/or the different service providers, from which the travel services have been purchased, excluding any administrative costs, insurance premiums and transport taxes.

Our cover only applies for the following reasons and in the following circumstances.

**SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH including the worsening of pre-existing illnesses and the after-effects of a previous accident:**

- of the Insured, your spouse or de facto partner or person accompanying the Insured, provided that they are mentioned on the same invoice;
- complication with a pregnancy
- of the forebears or descendants of the Insured and/or the spouse or de facto partner or the person accompanying the Insured, provided that they are mentioned on the same invoice;
- the brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the Insured;
- The professional replacement of the Insured, provided that the person is named on the insurance policy;
- certifying the final balance of the person responsible, during your travel:
  - for taking care of the children under the age of 18, provided that the person is named on the insurance policy;
  - for taking care of a disabled person, provided that the person is living in the same accommodation as the Insured and that the person is the legal guardian and named when the insurance policy is taken out.

- **REDUNDANCY**

In the event of redundancy, a photocopy of the redundancy letter, a photocopy of the employment contract and a photocopy of the payslip must be provided

## **CANCELLATION FOR ANY JUSTIFIED REASONS**

The cover is valid, **net of the excess payment and a minimum amount specified in the Insurance Cover Table:**

- in every case of a cancellation that is unforeseeable on the day, on which this policy is taken out, beyond your control and justified;
- as well as any cancellation, for a justified reason, of one or more people specified at the same time as the Insured and insured under this policy (maximum 9 people).
- The indemnity is paid net of the specific insurance excess set out in **the insurance cover table\***:
  - \* **€30 / trip or rent in the event of SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH and REDUNDANCY.**
  - \* **20% with a minimum of €50 / holiday or rent for a CANCELLATION FOR ANY JUSTIFIED REASON**

**The CANCELLATION insurance does not cover the inability to leave associated with the practical organisation of the holiday by the organiser or the accommodation conditions or conditions of safety of the destination.**

All of the tourist services covered by this policy, whether they are complementary or successive, are part of a single trip, for which a single departure date is retained: the date, specified by the organisation or intermediary authorised to organise the trip, as the start date of the insured services.

## **EXCLUSIONS:**

**Exclusions, other than those which are common to all the cover options, apply in the following cases:**

- **cancellation resulting because of a person who is hospitalised when your trip is being booked or the policy is being taken out;**
- **complications with a pregnancy when the person concerned is over 7 months pregnant at the time of departure;**
- **sickness requiring psychological or psychotherapeutic treatment, including nervous depressions, which have led to a hospitalisation of less than 4 consecutive days at the time of the cancellation date of your trip;**
- **forgetting to take a vaccination;**
- **accidents resulting from playing the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge, all aerial sports, as well as those resulting from participating in or training for matches or competitions;**
- **failure to provide, for whatever reason, the documents required for the trip, such as the passport, visa, tickets, vaccination logbook;**
- **previously reported sicknesses and accidents, which have relapsed, worsened or led to the hospitalisation of the patient between the purchase date of the trip and the date, on which this policy is taken out.**



- TRIP CURTAILMENT COVER

#### TERMINATION OF THE TRIP

Within the limits specified in the **Insurance Cover Table**, we refund the unused proportion of the prepaid travel costs paid to the travel organiser (including transport), from the day following the event leading to the early return of the Insured, in the following cases:

- following medical repatriation;
- if a next of kin (partner, forebear, descendant of the Insured or the Insured Person's partner) needs to be hospitalised or dies, or if one of the brothers or sisters dies and the Insured Person must curtail the trip as a result;
- if an incident (burglary, fire, flood) occurs at the Domicile of the Insured, requiring the presence of the Insured Person, and the corresponding curtailment of the trip;

The indemnity is for the unused proportion of the trip in number of days. The indemnity is calculated net of the administrative, visa and insurance costs and tips as well as any refunds or compensation granted by the travel organiser.

## TITLE III - REQUIRED DECLARATION AND DOCUMENTS AND REFUNDING OF INCIDENTS

---

### 1. FOR ALL THE OTHER INSURANCE COVER

- DECLARATIONS OF INCIDENTS TO BE SENT TO VALEURS ASSURANCES GESTION

By email: [gestion@valeurs-assurances.com](mailto:gestion@valeurs-assurances.com) or

By post: Valeurs Assurances Plate-forme Gestion Technique 12, allée des Pres BL 303 78180 Montigny-le-Bretonneux

Telephone: +33 (0)9 82 23 15 53

#### 1.1 FOR THE CANCELLATION COVER

You must immediately notify the travel agency or organiser and notify us within five working days following the event leading to the claim.

**In the event of a late Cancellation and/or declaration, we will only indemnify the Cancellation expenses payable on the date on which the incident, at the origin of the Cancellation, occurred.**

Your declaration must be accompanied by the following:

- In the event of an Illness or Accident, a doctor's certificate stating the origin, nature, seriousness and foreseeable consequences of the Illness or Accident, as well as the photocopy of the sick leave certificate and the photocopies of the prescriptions with the labels of the prescribed medicines or any blood tests and checkups conducted;
- in the event of redundancy, a photocopy of the redundancy letter, a photocopy of the employment contract and a photocopy of the payslip indicating the final balance;
- in the case of pregnancy complications, a photocopy of the pre-natal examination and a photocopy of the doctor's certificate for the maternity leave;
- in the event of death, a certificate and proof of the family connection (civil status statement);
- in the other cases, any required evidence.

**The doctor's certificate must be enclosed in a sealed envelope for the attention of the Specialist Doctor, which we will appoint.**

**To this end, you must allow your doctor to disclose information of a medical nature to this Specialist Doctor. Under penalty of forfeiture, the Insured Person making the claim, must provide all of the contractually required documents without putting forward any pretext for not providing them, except in the case of force majeure. If you lodge an objection without a valid reason, you may lose your rights in respect of the insurance cover.**

**You expressly agree to recognise our right to make this a condition precedent to the application of the insurance cover.**

**You must also provide us with any information or documents requested in order to provide grounds for your Cancellation, including the following in particular:**

- the deductions of the French social security system or any other similar organisation, pertaining to the refund of processing costs and the payment of daily allowances;
- the original of the cancellation invoice established by the travel organiser;
- the number of your policy;
- the registration form issued by the travel agency or organiser;
- in the event of an Accident, you must specify the causes and circumstances and provide us with the names and addresses of the people responsible and, if possible, any witnesses.

#### TITLE IV - MISCELLANEOUS CLAUSES

---

- **SPECIALIST EXAMINATION IN THE EVENT OF A DISPUTE**

In the event of a dispute of a medical nature, both parties shall appoint a doctor.

If the doctors cannot come to an agreement, a third doctor shall be consulted in order to take a final decision.

If either party does not appoint a doctor or if the doctors representing the parties cannot agree on the choice of third doctor, the appointment shall be done by the presiding judge of the French court of first instance in civil and criminal matters, of the domicile of the Insured.

Both parties shall bear the doctor's fees and checkup costs of their appointed doctor, with those of the third doctor being shared equally between both parties.

When the consequences of the incident are aggravated by the existence of an illness, a physiological condition or by the refusal or failure of the Insured person to undergo the medical care required by the condition, the indemnity is set in accordance with the consequences that the same incident would have had on a person of normal health, without invalidity and who would have followed the required medical treatment.

- **TIME LIMITATION**

In accordance with articles L. 114-1 and L. 114-2 of the French insurance code, any legal action arising from this policy is subject to a time limitation period of **Two Years** from the event, which gives rise to it.

However, this period only begins:

- In the event of a non-disclosure, omission, false or erroneous declaration regarding the risk incurred, on the day, on which the Insurer is made aware of such an event;
- In the event of an incident, on the day, on which the Beneficiaries are made aware of such an event, if they can prove that they were unaware of it before then.

The time limitation is extended to **Ten Years** in the event of insurance cover against accidents affecting the people, when the Beneficiaries are the rights owners of the deceased Insured person.

- **SUBROGATION**

Within the limits of the expenses incurred, the Insurer has the right to pursue all those responsible for the incident, which has caused an insurance loss to the Insured, in accordance with the terms of article L 121.12 of the French insurance code, with regards the rights and actions of the Policyholder and the Insured persons.

Similarly, when all or part of the services provided as part of the insurance policy are covered, in whole or in part by an insurance policy, health insurance, French social security or any other institution, the Insurer assumes the rights and actions of the Insured with the aforementioned organisations and policies.

- **CLAIMS**

The Insured Person may make claims with regards this policy, by writing to the policyholder at the following address: **Valeurs Assurances** Plate-forme Gestion Technique 12, allée des Pres BL 303 78180 Montigny-le-Bretonneux.

## TITLE V - PERSONAL DATA OF THE INSURED PERSON – DATA PROTECTION AND PRIVACY LEGISLATION

---

**In accordance with the French law of the 06/01/1978, the Policyholder and the Insured have the right to access, correct and object to the use of their personal data. This right may be exercised by contacting Valeurs Assurances Plate-forme Gestion Technique 12, allée des Pres BL 303 78180 Montigny-le-Bretonneux**

**VALEURS ASSURANCES** specifies the different information media provided by the Policyholder and the Insured regarding the insurance policy.

The Policyholder and the Insured may write to the **Customer Department** of **VALEURS ASSURANCES** (the policy number must be provided): 155 Boulevard de la Liberté 59000 LILLE, which will examine the request and reply as quickly as possible.

If the response provided by **VALEURS ASSURANCES** is unacceptable to the Policyholder or the Insured, **VALEURS ASSURANCES** shall put them in contact with the Insurance Mediator.

The authority responsible for monitoring **I VALUE**'s operations is the monitoring authority in the United Kingdom, namely: **Financial Services Authority 25 The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom.**

**The policy is governed by French law and regulations of the French insurance code.**