

## General Insurance Provisions

Contract n° 58 224 398

- Trip cancellation coverage
- Personal liability insurance while abroad
- Impossible departure
- Impossible return
- Missed boarding or departure
- Personal effects and luggage
- Accidental damage and theft of sports equipment
- Cruise interruption expenses

## GENERAL PROVISIONS OF GROUP CONTRACT N° 58 224 398 INSURANCE ALSACE CROISIÈRES

This group insurance contract is taken out by Alsace Croisières with Europ Assistance, also acting in the name and on behalf of its Irish subsidiary, Europ Assistance SA Irish Branch, in the presence of Draber Neff Assurances.

Alsace Croisières SA is a French limited liability company (*Société Anonyme*) with capital of €2,000,000, registered with the Strasbourg Trade and Commerce Register under number 998 348 601 and with its registered office at 12 rue de la Division Leclerc - 67000 STRASBOURG.

Represented by Mr Christian Schmitter acting in his capacity of Chairman and Managing Director.

Europ Assistance, a French limited liability company (*Société Anonyme*) with capital of €35,402,786, registered with the Trade and Commerce Register of Nanterre under number 451 366 405, company governed by the Insurance Code and with its registered office at 1 Promenade de la Bonnette – 92230 GENNEVILLIERS.

Also acting in the name and on behalf of its Irish subsidiary, under the business name of Europ Assistance SA Irish Branch, with its registered office at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 NSW8, Ireland, registered in Ireland under certificate N° 907089.

Represented by Ms Béatrice Ogée acting in her capacity of Managing Director.

## EFFECTIVE DATE AND DURATION OF COVERAGE

| COVERAGE                          | EFFECT DATE  | EXPIRATION OF COVERAGE   |
|-----------------------------------|--|--|
| <b>TRIP CANCELLATION COVERAGE</b> | <b>The date of signature of this contract</b>                          | <b>The departure date</b> (the operator's meeting place at departure).   |
| <b>OTHER COVERAGE</b>             | <b>The departure date</b> (the operator's meeting place at departure). | <b>The return date</b> (place of dispersal of the group).<br><b>NOTE: In any event, our coverage shall automatically cease 90 days after the departure date.</b> |

## INSURANCE – GENERAL CONSIDERATIONS

### 1. OBJECT OF THE CONTRACT

The object of these General Provisions of insurance contract n° 58 224 398 entered into between Europ Assistance, Company governed by the Insurance Code, and the Policyholder, is to set forth the reciprocal rights and obligations of Europ Assistance and the Insured parties as set out below. They shall determine the benefits that shall be guaranteed and provided by Europ Assistance to the Insured under insurance contract n° 58 224 398. This notice shall apply to travel contracts entered into for which the departure date falls after 31/10/2016 and until release of a new agreement. This contract is governed by the Insurance Code.

### 2. DEFINITIONS

For the purposes of this contract, the following terms shall have the following meanings:

#### • SERIOUS ACCIDENT

A sudden and fortuitous event affecting any natural person, unintentional on the part of the victim, resulting from a sudden and action cause external and preventing the person from travelling by their own means.

#### • CANCELLATION

The pure and simple elimination of the trip that you reserved resulting from the reasons and circumstances leading to application of "TRIP CANCELLATION COVERAGE", as listed in the chapter on "TRIP CANCELLATION COVERAGE".

#### • INSURED

Natural persons having jointly become parties to the purchase of a travel contract at the "INSURANCE" option are considered Insured. The Insured are also referred to as "you" hereunder.

#### • INSURER

The insurance coverage is guaranteed and implemented by Europ Assistance, a Company governed by the Insurance Code and a French limited liability company (*Société Anonyme*) with capital of €35,402,786, registered with the Nanterre Trade and Companies Register under number 451 366 405, with its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, also acting in the name and on behalf of its Irish subsidiary under the business name Europ Assistance SA Irish Branch, with its main establishment at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 NSW8, Ireland, registered in Ireland under certificate N° 907089. Europ Assistance is referred to hereunder as "we".

#### • ATTACK

Any act of violence that is a criminal or illegal attack against persons and/or property, in the country where you are travelling, the purpose of which it to seriously disturb public order by intimidation and terror with substantial media coverage. Said Attack must be identified by the French Ministry of Foreign and European Affairs.

#### • NATURAL DISASTER

A natural phenomenon such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a nature agent, and recognised as such by the public authorities in the country of occurrence.

#### • DOMICILE

Your main and usual place of residence figuring as domicile on your income tax assessment notice is considered the Domicile.

#### • ABROAD

Abroad means worldwide, except for your country of Domicile and excluded countries.

#### • EVENT

Any situation provided for by these General Provisions giving rise to an action request with the Insurer.

#### • MAJOR EVENT AT THE DESTINATION

3 causes may constitute a major Event within the meaning of this contract:  
- major climatic events with an intensity corresponding to the following cumulative conditions: climatic events such as floods from overflowing rivers, run-off flooding, flooding and mechanical shocks linked to wave action, flooding due to marine submersion, mudflows and debris flows,

## COVER AMOUNTS TABLE

| INSURANCE COVERAGE   | Maximum amount, tax included <sup>®</sup> /person   |
|--|---|
| <b>• TRIP CANCELLATION COVERAGE</b><br><br><i>Excess:</i>  | According to the terms of the cancellation fee schedule €25,000 max./person and €65,000 max./event<br><br>No excess for cruises for an amount less than or equal to €200<br>Excess 75 €/person for cruises > €200 |
| <b>• PERSONAL LIABILITY INSURANCE WHILE ABROAD</b><br>Total coverage limit, including<br>- bodily injury and immaterial losses resulting from bodily injury covered<br>- material losses and immaterial losses resulting from covered material losses  | €5,000,000/event<br><br>€5,000,000/event<br><br>€45,000/event   |
| <b>• IMPOSSIBLE DEPARTURE</b><br>- Transport costs (airport/domicile journey)<br>- Costs consecutive on postponing the trip<br><br>- Cancellation costs of the trip (if is organised around an exceptional event and limited to the length of the stay and cannot be postponed)  | €100 max./person<br>5 % of the price of the journey with a max. of €150/person<br>Refund of the trip to supplement all or some of the tour operator's reimbursement   |
| <b>• IMPOSSIBLE RETURN</b><br>- Coverage provided with supporting documentation of accommodation expenses, meals and basic necessities in case of impossible return after the return date initially scheduled<br>- Extension of coverage for assistance, personal effects and luggage and RC                                 | Max. 10% of the price of the trip insured per additional night following the first night with a max. of 10 consecutive nights<br><br>6 days maximum   |
| <b>• MISSED BOARDING OR DEPARTURE</b><br>- Payment of an air, train or boat ticket for boarding the cruise ship at its next port of call   | 50% of the total amount of the trip   |
| <b>• PERSONAL EFFECTS AND LUGGAGE</b><br>- Theft, total or partial destruction, or loss during transit by a transportation company<br><br><i>Excess</i><br>Valuables: limited to 50% of the amount of the guarantee<br>- Compensation for delay in delivery of the luggage<br>- Replacement costs for stolen identity papers | €3,500<br>No excess<br><br>€300<br>€300   |
| <b>• ACCIDENTAL DAMAGE AND THEFT OF SPORTS EQUIPMENT</b><br>- Theft, total or partial destruction, loss during transit by a transportation company<br><br><i>Excess</i>  | 1,500 € max. for the insurance period<br>10% (50 € min.)  |
| <b>• CRUISE INTERRUPTION EXPENSES</b><br>- Reimbursement of nights of your stay<br>- Reimbursement of leisure activity services  | Prorata temporis with a max. of €5,000<br>Prorata temporis limited to 3 days and limited to €300/person   |

tidal wave, earthquakes, volcanic eruptions, cyclonic winds, storms displaying an abnormal intensity and having given rise to a decree of Natural Catastrophe if it occurred in France, or having given rise to large-scale damage to life and/or property if it occurred Abroad;

- major events threatening health in the country or area of destination identified by the World Health Organization and carrying a risk of pandemic or epidemic consequences;
- major political events of an intensity and duration giving rise to either serious disruptions of the established domestic order within a State, or armed conflicts between several States or armed groups within a given State. The zones or countries where the French Ministry of Foreign and European Affairs formally advises against travelling are particularly concerned.

#### • FRANCE

The term France means Metropolitan France and the Principality of Monaco.

#### • EXCESS

Part of the amount of costs remaining for which you are responsible.

#### • SERIOUS ILLNESS

A diseased condition duly recorded by a medical doctor expressly prohibiting the person to leave their Domicile and requiring medical care and the absolute cessation of any professional activity.

#### • SECONDARY RESIDENCE

Home that you own, located in your country of Domicile, other than your Domicile and that you occupy for your leisure and holidays.

#### • LOSS

Loss means any random event triggering coverage under this contract.

#### • POLICYHOLDER

The tour operator having its registered office in France and who has taken out this policy on behalf of other beneficiaries, referred to hereinafter as the Insured.

#### • WEAR AND TEAR

Depreciation of the value of property caused by usage or maintenance conditions, at the date of the Loss.

#### • OBSOLESCENCE

Depreciation of the value of property over time at the date of Loss.

### 3. WHAT TYPE OF TRAVEL IS COVERED?

The insurance coverage applies to:

- business and leisure travel booked with the tour operator Policyholder, the dates, destination and cost of which figure on the invoice delivered by the tour operator Policyholder,
- the duration of which shall not exceed 90 consecutive days.

### 4. WHAT IS THE GEOGRAPHIC SCOPE OF COVERAGE UNDER THE CONTRACT?

The insurance coverage is valid worldwide.

### 5. HOW TO USE OUR SERVICES

#### A. SHOULD YOU WISH TO DECLARE A LOSS COVERED BY THE INSURANCE COVERAGE:

Within 5 business days from the moment you become aware of the Loss, you or any person acting on your behalf, you must declare your claim online at:

[www.roleurop.com/alsace](http://www.roleurop.com/alsace)

or send it to the following address:

**EUROP ASSISTANCE** - Service Indemnisations GCC

1, promenade de la Bonnette - 92633 Gennevilliers cedex - France

e-mail: [claimsalsace@roleurop.com](mailto:claimsalsace@roleurop.com)

Should you fail to respect this time limit, you shall lose your coverage under the contract if we can prove that such delay has caused us damage.

#### B. WHAT ARE THE CONDITIONS OF APPLICATION OF THE GUARANTEES?

We reserve the right to demand any necessary supporting documents for insurance coverage (death certificate, proof of family ties, proof of Domicile, supporting documents of expenses, tax assessment notice subject to having masked all items figuring thereon beforehand except for your name, address and the number of persons in your taxable household).

Our coverage is provided on the express condition that the event that triggered our coverage was uncertain at the time of signature and at the time of departure.

#### C. ACCUMULATION OF COVERAGE

If the risks covered under this contract are covered by another insurance policy, you must inform us of the name of the insurer with whom another insurance policy was taken out (Article L 121-4 of the Insurance Code) as soon as such information is brought to your attention and no later than at the time of reporting the claim.

#### D. FALSE DECLARATIONS

**If they change the assessment of the risk or lower our opinion of it:**

- any concealment or wilfully false statement on your part shall render the contract void. The premiums paid shall be forfeited to us and we may demand payment of premiums due as provided under Article L 113-8 of the Insurance Code;

- any omission or misstatement on your part for which bad faith is not proven shall lead to termination of the contract 10 days after the notification that shall be sent to you by registered letter and/or the application of the reduction of compensation in accordance with Article L 113-9 of the Insurance Code.

#### E. LAPSE OF COVERAGE FOR FRAUDULENT DECLARATION

**In case of Loss or action request under the insurance coverage (provided under these General Provisions), if you knowingly use inexact documents as supporting documents, use fraudulent means or make false statements or make statements from which you wilfully omit relevant information, any claim you may make to insurance coverage as provided in these General Provisions, for which such declarations are required, shall be invalidated.**

## GENERAL PROVISIONS

### TRIP CANCELLATION COVERAGE

#### 1. WHAT WE COVER

We shall reimburse to you the advances or any sum retained by the tour operator, and according to the sales conditions of the trip (**excluding booking expenses, the insurance premium and less airport taxes that are reimbursed to you by the transporter**), when you are obliged to cancel your trip prior to departure.

It is recalled that the airport taxes, included in the ticket price, are costs that are payable according to the passenger's effective boarding call and that the airport company is obliged to reimburse these amounts to you if do not board. You must refer to the general terms and conditions of sale or transport in order for an explanation of the terms and conditions of reimbursement of said taxes (Art. L 113-8 of the Consumer Code).

#### 2. WHEN DO WE PROVIDE COVERAGE?

We provide coverage for the reasons and circumstances listed hereafter, to the exclusion of all others.

#### SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

**(Including the aggravation of previous diseases and sequels of a prior accident):**

- involving yourself, your spouse or domestic partner or of the person accompanying you, provided that the person is the same as the one figuring on the same invoice of this insurance contract;
- of your ascendants or descendants and/or those of your spouse or those of the person accompanying you, provided that the person is the same as the one figuring on the same invoice of this insurance contract;
- of your brothers, sisters, including the spouse's children, partner or domestic spouse of a direct ascendant of the beneficiary, brothers in-law, sisters in-law, sons in law, daughters in-law;
- of your professional replacement provided that his/her name is mentioned at the time of registering for the trip:
- of the person in charge, during your trip;
- of the custody of your minor children provided their name(s) is/are mentioned when taking out the contract;
- of the custody of a handicapped person provided they live in the same household as you and that you are their legal guardian and that their name is mentioned when taking out the contract.

#### CANCELLATION FOR ANY DULY JUSTIFIED REASON

You are covered:

- in all cases of Cancellation unforeseeable on the date of signature of this contract, beyond your control and justified, as well as in
- the case of Cancellation for cause, of one or several persons registered at the same time as yourself and qualified as Insured hereunder; as well as in
- the case of Attack or Major Event occurring within a 100km radius of your holiday destination within 8 days prior to the departure date, by way of derogation from the paragraph, "WHAT ARE THE LIMITATIONS IN THE EVENT OF FORCE MAJEURE OR OTHER ASSIMILATED EVENTS?" in the chapter "CONTRACTUAL FRAMEWORK".

**"TRIP CANCELLATION COVERAGE" does not cover impossible departure due to the material organisation of the trip by the operator (tour operator, airline) including in the event of seat-only flight service and/or by this latter's fault (strike, cancellation, postponement, retard) or accommodation conditions or security of the destination.**

#### 3. WHAT WE EXCLUDE

**In addition to the general exclusions applicable to the contract that figure in paragraph "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?" in the chapter "CONTRACTUAL FRAMEWORK", the following are excluded:**

- **cancellation caused by a person hospitalised at the time of reservation of your trip or of signature of the contract;**
- **illness requiring medico-psychological and/or psychotherapeutic treatment (including nervous breakdown) except for when it has led to hospitalisation exceeding 4 consecutive days at the time of the cancellation date of your trip;**
- **forgetting a vaccination,**
- **accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive sledding, any air sport or any sport resulting from participation or training for matches or competitions;**
- **failure to present, for whatever reason, travel documents such as passport, visa, transport tickets, vaccination record, except in the event of theft on the departure date of a passport or identity card duly declared with the competent authorities;**
- **diseases, accidents having been observed for the first time, a relapse, aggravation or hospitalisation between the date of purchasing your trip and the date of signature of this contract;**
- **booking expenses, taxes, visa fees and insurance premium related to the trip.**

#### 4. HOW MUCH DO WE COVER?

We cover the amount of cancellation fees incurred at the date of the Event triggering the coverage, in accordance with the general terms and conditions of sale of the tour operator Policyholder, with a maximum and an Excess indicated in the Cover Amounts Table.

#### 5. WHAT IS THE DEADLINE FOR REPORTING YOUR CLAIM TO US?

You must immediately notify the tour operator Policyholder and notify us within 5 business days following the event triggering the claim. To do so, you must send us your declaration of loss (claim form).

**In the event of Cancellation and/or late declarations, we shall only assume the Cancellation fees payable at the date of occurrence of the Claim having given rise to the Cancellation.**

#### LIMITATION OF COVERAGE

The compensation due hereunder shall not exceed the actual amount of the penalties invoiced following the cancellation of the trip. Booking expenses, taxes, visa fees and the insurance premium are not refundable.

#### 6. WHAT ARE YOUR OBLIGATIONS IN CASE OF A LOSS?

Your declaration must contain:

- in case of Illness or Accident, a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the Illness or Accident, as well as the photocopy of the medical leave if you are an employee, and the photocopies of the prescriptions containing the labels of the medication prescribed or any analyses and examinations performed;
- in the event of death, a certificate and proof of family relationship;
- any supporting documents in other cases.

**The medical certificate must be attached in a sealed envelope to the attention of the advising doctor we shall appoint for you.**

**For this purpose, you must release your physician from his/her duty of professional confidentiality towards said advising doctor. Under penalty of loss of rights, when making a claim, the Insured must give all documents required by the contract without being able to invoke, barring force majeure, any grounds for not presenting them. If you refuse to do so without just cause, you may lose your rights to coverage.**

**It is expressly agreed that you acknowledge our right to subordinate the activation of the guarantee to compliance with said condition.**

**You must also send us any information or document that will be requested of you for justifying the reasons for your Cancellation, and in particular:**

- deductions made by Social Security or any other from any other similar body related to the reimbursement of fees for processing payment of sick pay;
- the original of the cancellation invoice prepared by the tour operator Policyholder;
- the number of your contract;
- the registration form delivered by the travel agency or tour operator Policyholder;
- In the event of Accident, you must specify the causes and circumstances and provide us with the names and addresses of responsible parties and, if possible, witnesses.

## PERSONAL LIABILITY INSURANCE WHILE ABROAD

### 1. WHAT WE COVER

The pecuniary consequences that you may incur and following an amicable or legal claim brought against you by the aggrieved third party, as a result of any material damage or

personal injury caused to this latter by accident, fire or explosion occurring during your trip, **up to the limit of the amounts indicated in the Cover Amounts Table.**

Coverage is activated in the following conditions:

- when you have caused damage to a third party giving rise to a civil liability claim against you; and
- when the harmful event occurred between the initial effective date of the coverage and its date of termination or expiration, regardless of the date of the other constituent parts of the Loss.

### 2. WHAT WE EXCLUDE

**In addition to the general exclusions applicable to the contract that figure in the paragraph, "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?" in the chapter, "CONTRACTUAL FRAMEWORK", the following are excluded:**

- **damage that you intentionally caused or induced as a natural person or as an ipso jure or ipso facto director of the company if you are a legal entity;**
- **damage resulting from the use of motor vehicles or any device for navigation in the air, on inland waterways or on the sea, or from the practice of air sports;**
- **material damage to any motorised road vehicle or any device for navigation in the air, on inland waterways or on the sea;**
- **damage resulting from the practice of hunting;**
- **damage resulting from any professional activity;**
- **the consequences of any loss or injury affecting you as well as your spouse, your ascendants or descendant;**
- **immaterial damage unless it results from covered material damage or personal injury, in which case they shall be covered up to the ceiling provided in the Cover Amounts Table;**
- **any arrangements made at your initiative without our prior agreement;**
- **accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive sledding, any air sport or any sport resulting from participation or training for matches or competitions.**

### 3. TRANSACTION - ADMISSION OF LIABILITY

No admission of liability, no transaction that you may have accepted without our accord may be invoked against us. However, acceptance of the materiality of the facts is not considered an admission of liability, no more than the mere fact of having provided urgent relief, when it is a matter of an act of assistance that any person has the right to perform.

### 4. PROCEEDINGS

Should an action be brought against you, we will cover defence costs and handle the proceedings for the events and damage within the framework of the coverage provided hereunder.

However, you may join our action provided you can justify an interest on your behalf that is not assumed hereunder.

The fact of providing for your defence on a precautionary basis shall not be interpreted as an acknowledgement of coverage and shall in no way imply that we accept to cover damage not covered hereunder.

**In such case, we nevertheless retain the right to right to bring action against you for reimbursement of all sums that we shall have paid or set aside for you.**

### 5. LEGAL REMEDIES

With regard to legal remedies:

- as part of the coverage hereunder, we shall be free to exercise before the civil, commercial or administrative, courts;
- the means of legal remedies can only be exercised with your consent before the criminal courts;
- if the dispute no longer concerns anything other than civil interests, refusing to give your consent to exercise the legal remedies planned shall entitle us to claim compensation from you equal to the harm having thus resulted for us.

**You cannot refuse the exercise of our legal remedies against a liable third party if this latter is covered by another insurance contract.**

### 6. ACTION TO CHALLENGE THE ENFORCEABILITY OF LAPSES

Even if you fail to perform your obligations following the Loss, we are obliged to compensate the persons to whom you are liable. We retain nevertheless, in this case, the right to bring action against you for reimbursement of all sums that we shall have paid or set aside for you.

## 7. LEGAL EXPENSES

We shall assume costs for litigation, and other costs for discharge and settlement. However, if you are ordered to pay an amount greater than the amount covered, each one of us shall bear the said costs in proportion to their shares under the order.

## IMPOSSIBLE DEPARTURE

### 1. OBJECT OF THE COVERAGE

This coverage does not apply to impossible departure due to fault by the operator (tour operator, travel agency, airline, etc., and/or the Insured company) in the material organisation of the trip.

“IMPOSSIBLE DEPARTURE” coverage covers you if it is impossible for you to catch the departure flight planned to the destination of your stay due to total or partial closure of the departure or arrival airport as a result of a case of force majeure.

It is recalled that, with the exception of the aforementioned derogations, all provisions of the main contract, in particular the exclusions, continue to apply in accordance with the terms of the General Provisions.

### 2. HOW MUCH DO WE COVER?

#### Transport costs (from the airport to your Domicile):

Upon presentation of original supporting documents and **up to the amounts provided in the Cover Amounts Table**, we will reimburse your transport costs for return from the airport to your Domicile after the official announcement of the cancellation of your flight.

Transport expenses refer to the amounts paid by you to take one of the following means of transport: taxi, bus, RER, subway or train.

#### Expenses resulting from postponement of the trip:

If you are obliged to postpone your trip and the sales agency of your trip offers you this option, we will reimburse you for the variation in price between the price of the new trip and that of the initial trip without **being able to exceed the amounts provided in the Cover Amounts Table**.

Variation of prices means: the price differential between the new trip and the trip postponed **except for visa and registration fees**.

This coverage is only granted to you if the new trip is identical to the one postponed namely: the number of persons, service provider, duration, destination, identical services for a tour operator, identical booking class for an airline.

In any event, you must justify the variation between these 2 trips by providing the itemised invoicing of the services provided by each one of them.

**Cancellation fees for the special case of a trip organised around an exceptional event, with a stay of limited duration and specified at the time of booking that cannot be postponed, in particular in the following cases:**

- attendance at a wedding,
- a stay for attending an exceptional event (e.g. World Cup soccer match, Olympic Games, single concert, etc.).

We reimburse fees for cancelling your trip cancellation for supplementing all or part of the tour operator's reimbursement. No other expenses shall be covered.

You must justify the event planned, its exceptional nature, and the fact that it cannot be postponed outside of the dates of the stay.

## IMPOSSIBLE RETURN

### 1. NATURE OF THE COVERAGE

This coverage compensates your accommodation expenses, meals and basic necessities, **within the limits indicated in the Cover Amounts Table**, for which you are responsible in the situations fulfilling the conditions described hereafter.

### 2. CONDITIONS OF THE COVERAGE

“IMPOSSIBLE RETURN” coverage covers against you being absolutely incapable of leaving your place of stay at your return date initially scheduled due to reasons of force majeure and meeting the following cumulative conditions:

- beyond your control, unknown and unforeseeable at the time of your departure;
- external to you, in particular, not related to your health status, such as illness or injury of the Insured;
- not due to fault by the bodies in charge of performing your return trip (tour operator, travel agency, airline, etc.) and/or service providers on whom these bodies rely, in the material organisation of the trip or in accordance with their legal obligations towards you;
- not due to strike of the aforementioned bodies in charge of performing the trip of the Insured.

This coverage provides protection against stays extended directly or indirectly due to a Natural Disaster or an act of terrorism, and by way of derogation from the general exclusions hereunder.

When making the claim, you must provide supporting documents that all the above conditions are met.

## 3. SCOPE OF COVERAGE

We reimburse your actual accommodation costs (expenses for hotel, meals and basic necessities) within the following limits:

- **the amount indicated in the Cover Amounts Table;**
- as long as it is absolutely impossible for you to leave your place of stay;
- up to a maximum of 5 consecutive nights.

The amounts are reimbursed upon presentation, by yourself, of a part of the original supporting documents (invoices) of the expenses incurred, together with a return transport ticket initially scheduled as well as the original invoice for the trip.

## MISSED BOARDING OR DEPARTURE

If you miss the boarding call your boarding call at departure of your cruise for cause beyond your control and justified, except for a change of schedule made by the cruise operator, we will cover the purchase for you of an air, train or boat ticket for boarding the cruise ship at its next port of call **up to the amount indicated in the Cover Amounts Table**.

## PERSONAL EFFECTS AND LUGGAGE

### 1. WHAT WE COVER

We cover, within the limits indicated in the Cover Amounts Table, your luggage, personal objects and effects, outside of your Domicile or your Secondary Residence against:

- theft;
- total or partial destruction, including damage resulting from getting wet or sinking;
- loss during transit by a transportation company.

### 2. REIMBURSEMENT LIMIT FOR CERTAIN OBJECTS

**For valuables, pearls, jewellery and watches worn, furs, as well as for any device use for the reproduction of sound and/or images and their accessories, hunting rifles, shotguns, portable computing devices, the reimbursement value shall in no event exceed 50% of the amount guaranteed as indicated in the Cover Amounts Table.**

**Further, the above listed objects are only covered against theft.**

**If you use a private car, the risks of theft are covered provided that the personal effects and luggage are kept in the trunk of the locked vehicle and not visible by the public. Only burglary is covered.**

**If the vehicle parks on a public road, coverage shall only apply between 7.00am and 10.00pm.**

### 3. WHAT WE EXCLUDE

**In addition to the general exclusions applicable to the contract that figure in paragraph “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?” in the chapter “CONTRACTUAL FRAMEWORK”, the following are excluded:**

- **theft of luggage, personal effects and objects left unattended in a public place or on premises used by several persons,**
- **oversight, loss (except by a transportation company), exchange;**
- **theft without forced entry duly recorded and formalised by an authority (police, police station, transportation company, steward, etc.);**
- **theft committed by your personnel during the exercise of their duties;**
- **accidental damage due to the spill of liquids, oils and fat, dyes or corrosives and contained in your luggage;**
- **confiscation of the property by the authorities (customs, police);**
- **damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source;**
- **theft committed in a convertible car and/or station wagon or other vehicle with no trunk; coverage is however retained provided the luggage cover delivered with the vehicle is used;**
- **collections or samples of sales representatives;**
- **theft, loss, oversight or deterioration of cash, documents, books, passports, identity documents, transportation tickets and credit cards;**
- **theft of jewellery not left in a safe or that are not worn;**

- breakage of fragile objects such as objects in porcelain, glass, ivory, pottery, marble;
- indirect damage such as depreciation and loss of amenity;
- the following objects: any prosthesis, any type of equipment, bicycles, trailers, securities titles, paintings, eyeglasses, contact lenses, keys of any kind (except those of the Domicile), documents recorded on tapes or films as well as professional equipment, mobile phones, CDs, DVDs, any multimedia equipment (MP3, MP4, PDA, etc.), GPS, sporting goods, musical instruments, food products, lighters, pens, cigarettes, alcoholic beverages, art works, fishing rods, beauty products, photographic film and objects purchased during your trip.

#### 4. LATE LUGGAGE DELIVERY

In the event your personal luggage, registered with the company that transported you, is not returned to you at the airport destination of your outward trip and if they are returned to you more than 48 hours late, you will receive a lump-sum compensation as set in the **Cover Amounts Table**, in order to share the reimbursement of expenses you incur when buying basic necessities.

**This allowance cannot be cumulated with the main coverage indicated in the Cover Amounts Table.**

#### 5. THEFT OF YOUR IDENTITY DOCUMENTS

During your trip, should your passports, identity or residence card, vehicle registration document or driver's licence be stolen, we will reimburse the costs of replacing such documents, on presentation of supporting documents, **up to the limit indicated in the Cover Amounts Table.**

#### 6. HOW MUCH DO WE COVER?

The amount indicated in the **Cover Amounts Table** is the maximum reimbursement for losses occurring during the coverage period.

#### 7. HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated based on the replacement value by equivalent objects of the same quality, less Wear and Tear and Obsolescence.

There shall in no event be any compensation on a proportional basis as set forth in Article L 121-5 of the Insurance Code.

#### 8. WHAT DOCUMENTS MUST YOU PROVIDE IN THE EVENT OF A CLAIM?

Your insurance claim must contain the following elements:

- the acknowledgement of receipt of a complaint or report of theft filed within 48 hours with an authority (police, police station, transportation company, steward, etc.) when it involves theft or loss;
- the irregularity reports with the carrier (sea, air, rail, overland) if your luggage or objects are lost in the period during which they were in the legal custody of the carrier
- the luggage registration ticket delivered late by the transportation company and the supporting document for the late delivery.

**Failure to present these documents shall entitle us to claim compensation from you of an amount equal to the harm that we would have incurred.**

**The covered amounts cannot be considered proof of the value of the property on which your claim is based, nor as proof of the existence of such property.**

**You must justify, by any means at your disposal and by any document in your possession, the existence and value of said property at the time of the Loss, as well as the extent of the damage.**

#### 9. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE ITEMS STOLEN COVERED BY A LOST BAGGAGE BENEFIT?

**You must immediately inform us by registered letter as soon as you are informed thereof.**

- If we have not yet settled your claim, you must reclaim possession of the items after which we shall only be responsible for paying any deteriorations or missing items.
- If we have already compensated your loss, you may, within 15 days, choose either:
  - abandonment; or
  - recovery of the objects by way of return of the compensation that you have received less deteriorations or missing items.

If you have not decided within 15 days, we shall consider that you opt for abandonment.

## ACCIDENTAL DAMAGE AND THEFT OF SPORTS EQUIPMENT

### IN CASE OF THEFT OR TOTAL OR PARTIAL DESTRUCTION OF SPORTS EQUIPMENT

#### 1. WHAT WE COVER

We cover, **up to the amount indicated in the Cover Amounts Table**, the property (equipment, special equipment and clothing) exclusively intended for practicing a sport, that belong to you or are rented to you and that are outside of your Domicile or your Secondary Residence against:

- theft;
- total or partial destruction;
- loss during transit by a transportation company.

#### REIMBURSEMENT LIMIT FOR CERTAIN OBJECTS

**If you use a private car, the risks of theft are covered provided that the sports equipment is kept in the trunk of the locked vehicle and not visible by the public. Only burglary duly reported with the competent authorities is covered.**

**If the vehicle parks on a public road, coverage against theft shall only apply between 7.00am and 10.00pm.**

#### 2. WHAT WE EXCLUDE

**In addition to the general exclusions applicable to the contract that figure in the paragraph, "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?" in the chapter "CONTRACTUAL FRAMEWORK", the following are excluded:**

- theft of property left unattended in a public place or on premises used by several persons;
- destruction of equipment contained in the vehicle and its trunk;
- oversight, loss (except by a transportation company) or exchange;
- theft without forced entry duly recorded and formalised by an authority (police, police station, transportation company, steward, etc.);
- theft committed by your personnel during the exercise of their duties;
- accidental damage due to the spill of liquids, oils and fat, dyes or corrosives and contained in your luggage;
- confiscation of property by the authorities (customs, police);
- damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source;
- theft committed in a convertible car and/or station wagon or other vehicle with no trunk;
- collections or samples of sales representatives;
- breakage of fragile objects such as objects in porcelain, glass, ivory, pottery, marble;
- indirect damage such as depreciation and loss of amenity;
- damage resulting from earthquake, volcanic eruption, tidal wave or other cataclysm, flood, unless such events are declared a natural disaster by the public authorities (by ministerial decree in France);
- consequences resulting from use that is non-compliant with the manufacturer's requirements;
- damage caused to insured equipment during repair, maintenance or refurbishment;
- damage resulting from an inherent defect of the equipment insured or from normal wear and tear;
- damage resulting from your gross negligence;
- deterioration resulting from scratches, scrapes, tears or stains;
- thefts committed by the persons insured or by members of your family (ascendants, descendants, spouse);
- damage due to smokers' accidents;
- road motor vehicles and their accessories, caravans and trailers;
- recreational sailing or motor craft, including jet skis;
- aircraft (including hang gliders, delta planes, gliders) whether approved or not;
- holders, casings, bags, pouches or covers containing sports equipment;
- mobile phones;
- eyeglasses (lenses and frames), contact lenses, prostheses and appliances of any kind;
- computer equipment.

## CONTRACTUAL FRAMEWORK

This contract is governed by French law.

### 3. WHAT IS THE AMOUNT WE COVER?

The amount indicated in the Cover Amounts Table constitutes the maximum reimbursement for all Losses occurring during the coverage period.

An Excess indicated in the Cover Amounts Table shall be accepted per claim.

### 4. HOW IS THE AMOUNT OF YOUR CLAIM CALCULATED?

You shall be compensated based on the replacement value by equivalent objects of the same quality, less Wear and Tear and Obsolescence.

There shall in no event be any compensation on a proportional basis as set forth in Article L 121-5 of the Insurance Code.

### 5. WHAT DOCUMENTS MUST BE PROVIDED IN THE EVENT OF LOSS?

Your insurance claim must contain the following items:

- the acknowledgement of receipt of a complaint or report of theft with an authority (police, police station, transportation company, steward, etc.) in the case of theft or loss of equipment;
- the irregularity reports with the carrier (sea, air, rail, overland) if your sports equipment are stolen in the period during which they were in the legal custody of the carrier, as well as the luggage registration ticket.

**Failure to present these documents shall entitle us to claim compensation from you of an amount equal to the harm that we would have incurred.**

**The covered amounts cannot be considered proof of the value of the property on which your claim is based, nor as proof of the existence of such property.**

**You must justify, by any means at your disposal and by any document in your possession, the existence and value of said property at the time of the Loss, as well as the extent of the damage.**

### 6. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE ITEMS STOLEN COVERED AGAINST THEFT OF SPORTS EQUIPMENT?

**You must immediately inform us by registered letter as soon as you are informed thereof.**

- If we have not yet settled your claim, you must reclaim possession of the items after which we shall only be responsible for paying any deteriorations or missing items.
- If we have already compensated your loss, you may, within 15 days, choose either:
  - abandonment; or
  - recovery of the objects by way of return of the compensation that you have received less deteriorations or missing items.

If you have not decided within 15 days, we shall consider that you opt for abandonment.

## CRUISE INTERRUPTION EXPENSES

### 1. WHAT WE COVER

Your claim is adjusted pro rata, **up to the amounts indicated in the Cover Amounts Table**, for the costs of the stay agreed with a cruise operator, already paid and not used (**transport not included**), from the date following the event leading to your scheduled return, in the following cases:

- following your transport/medical repatriation under our supervision, in the conditions set forth above in the paragraph on "TRANSPORT/REPATRIATION";
- if a close relative (your spouse, an ascendant, a descendant of yours or of your spouse) is hospitalised (unplanned hospitalisation) or dies, or if one of your siblings dies and you must thus interrupt your stay;
- if a Loss (burglary, fire, water damage) occurs at your Domicile that absolutely requires your presence, and you must thus interrupt your stay;
- if an Attack or Natural Disaster occurs at the destination during your stay within a 100km radius of your holiday destination, and you must thus interrupt your stay.

### 2. HOW MUCH DO WE COVER?

Compensation is proportional to the number of unused days of the stay. To determine the compensation, expenses for booking, visa, insurance and tips shall be deducted as well as any reimbursements or compensation granted by the cruise operator.

### 3. REIMBURSEMENT OF UNUSED LEISURE ACTIVITIES DE IN THE EVENT OF INTERRUPTION OF STAY

In addition to "CRUISE INTERRUPTION", your claim is adjusted pro rata, with the costs of leisure activities linked to the cruise (excursions, activities, etc.) being already settled prior to departure of your cruise and not used (**transport not included**), **up to the limit of 3 days and up to the amount indicated in the Cover Amounts Table**, if you must interrupt your cruise for one of the reasons motifs referred to in the "CRUISE INTERRUPTION" coverage.

The compensation is calculated based on the total price per person of the package of activities, as justified by the original invoices.

Expenses for booking, visa, insurance, tips, as well as reimbursements or compensation granted by the organisation from which you bought your activities package are not taken into consideration in calculating the compensation payable.

### 1. ENTRY INTO EFFECT AND DURATION

**The period of validity for all coverage corresponds to the trip dates indicated on the invoice delivered by the tour operator Policyholder with a maximum duration of 90 consecutive days, except for the "TRIP CANCELLATION COVERAGE" that takes effect on the date you take out the contract and shall expire on the date of departure of your trip.**

### 2. CANCELLATION IN CASE OF MULTIASSURANCE

In accordance with Article L 112-10 of the Insurance Code, Insured taking out an insurance contract for non-professional purposes, if he/she justifies one of the risks covered prior by this new contract, he/she may cancel this new contract, at no cost and without penalty, as long as it has not been fully put into effect or that the Insured has not made any claim, and within 14 calendar days from entering into the new contract.

Such cancellation must be made by post or by email to the following addresses:

By post: EUROP ASSISTANCE - Service Gestion Clients  
1, promenade de la Bonnette - 92633 Gennevilliers cedex - France  
By e-mail: gestion-clients@europ-assistance.fr

The insurer shall reimburse the amount of the premium paid by the Insured within 30 days from the date of exercise of the right to cancel, unless a claim triggering coverage under the contract is made during the withdrawal period.

### 3. HOW IS MATERIAL DAMAGE COVERED BY THE INSURANCE POLICY ASSESSED?

If damage cannot be determined by mutual agreement, it is evaluated using an amicable and obligatory expert evaluation, subject to our respective rights.

Each one of us shall choose their expert. Should such experts not agree between them, they shall call upon a 3rd and all 3 shall work together according to majority vote.

Should one of us fail to appoint an expert or should 2 experts fail to agree on the choice of a 3rd, the appointment shall be made by the President of the Tribunal de Grande Instance of the place where the Loss occurred. Said appointment shall be made at the simple request signed by at least one of us, with the party not having signed being called to attend the expert appraisal by registered letter.

Each party shall assume the costs and fees of their expert and half of those of the 3rd as the case requires.

### 4. HOW LONG DOES IT TAKE TO BE COMPENSATED?

Settlement shall take place within 5 days from coming to an agreement that between us or from the enforceable court decision.

### 5. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?

**The general exclusions of the contract are the exclusions common to the overall insurance coverage as described herein.**

**General Provisions. The following are excluded:**

- **civil or foreign wars, riots, popular movements;**
- **voluntary participation of an Insured in riots or strikes, brawls or aggravated assault;**
- **the consequences of the disintegration of the atomic nucleus or any radiation emanating from a radioactive energy source;**
- **save as otherwise provided, an earthquake, volcanic eruption, tidal wave, flood or natural disaster unless such is part of the provisions resulting from Law n° 82-600 of 13 July 1982 pertaining to the compensation of victims of Natural Catastrophe (for insurance coverage);**
- **the consequences of the use of medication, drugs, narcotics and similar products not medically prescribed, and alcohol abuse;**
- **any intentional act on your part that may trigger coverage under the contract.**

### 6. SUBROGATION

After having incurred expenses as part of our insurance coverage, we are subrogated to the rights and actions that you may have against third parties liable for the Loss, as provided under Article L 121-12 of the Insurance Code.

Our subrogation is limited to the amount of the expenses that we have incurred in the execution of this contract.

## 7. WHAT ARE THE TIME LIMITS?

### Article L 114-1 of the Insurance Code:

Any action deriving from an insurance contract is prescribed 2 years from the event giving rise to it. However, said time limit shall run:

1 - In case of concealment, omission, false or inaccurate declaration of the risk incurred, only from the date at which the insurer became aware thereof;

2 - In case of loss, only from the date at which the interested parties became aware thereof, if they prove that they were unaware of it up until such time. When the action of the insured against the insurer results from a third party remedy, the time limit shall only run from the date at which said third party exercised an legal action against the insured or has been compensated by this latter.

### Article L 114-2 of the Insurance Code:

The limitation period is interrupted by one of the usual grounds for interruption of the limitation period and by the appointment of experts following a loss. The interruption of the limitation period of the action may also result by sending a registered letter with acknowledgement of receipt sent by the insurer to the insured regarding the action for payment of the premium and by the insured to the insurer with regard to payment of the compensation.

### Article L 114-3 of the Insurance Code:

By way of derogations from Article 2254 of the Civil Code, the parties to the insurance contract cannot, even by mutual consent, modify the duration of the limitation period, nor add to the causes of its suspension or interruption.

The usual grounds for interruption of the limitation period are set forth in Articles 2240 to 2246 of the Civil Code: the acknowledgement by the debtor of the right against which he prescribed (Article 2240 of the Civil Code), the legal claim (Articles 2241 to 2243 of the Civil Code), an act of enforcement (Articles 2244 to 2246 of the Civil Code).

## 8. CLAIMS

The address for service for Europ Assistance is the address of its registered office.

In case of claim or dispute, you may contact the Customer Feedback Department of Europ Assistance - 1, promenade de la Bonnette - 92633 Gennevilliers cedex.

Should processing time exceed 10 business days, an interim letter shall be sent to you. A written response to the claim shall be sent no later than 2 months from the date of receipt of the initial claim.

## 9. SUPERVISORY AUTHORITY

The supervisory authority is: Autorité de Contrôle Prudentiel et de Résolution - A.C.P.R. - 61, rue Taitbout - 75436 Paris cedex 09.

## 10. INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

All information gathered by Europ Assistance - 1, promenade de la Bonnette - 92633 Gennevilliers cedex, upon signature for one of its services and/or at the time of providing benefits is necessary for fulfilling the commitments we make to you. Failing response to the information requested, Europ Assistance will not be able to provide you with the service plan that you would like to take out.

Said information is solely reserved for the Europ Assistance departments in charge of your contract and may be transmitted solely for the needs of the performance of the service to Europ Assistance service providers or partners.

Europ Assistance also reserves the option of using your personal data for the purposes of monitoring quality or statistical studies.

Europ Assistance may disclose certain data concerning you to the partners underlying this insurance coverage.

You have the right to access, modify, rectify and delete any information concerning you by writing to: Europ Assistance – Customer Feedback Service - 1, promenade de la Bonnette - 92633 Gennevilliers cedex.

If, in order to perform the service requested, a transfer of the information concerning you is made outside of the European Union, Europ Assistance shall take the contractual measures with the recipients in order to secure such transfer.

Further, the Insured are informed that the telephone conversations they have with Europ Assistance may be recorded as part of the monitoring of service quality and for training purposes. This information shall be kept for 2 months. The Insured may refuse by expressing such with their contact person.



### Europ Assistance

Company governed by the Insurance Code, a French limited liability company (*Société Anonyme*) with capital of €35,402,786, registered under number 451 366 405 at the Nanterre Trade and Commerce Register, with its registered office located at 1, promenade de la Bonnette, 92230 Gennevilliers also acting in the name and on behalf of its Irish subsidiary, under the business name of Europ Assistance SA Irish Branch which has its main establishment located on the 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under certificate N° 907089.