

CONTRACT CANCELLATION PREMIUM GAN 78 634 687 TABLE OF GUARANTEE AMOUNTS		
GUARANTEES	MAXIMUM AMOUNTS	ALLOWANCE
<p><u>CANCELLATION COSTS</u></p> <p>A/ Cancellation due to medical reason of the insured legal or common law spouse, ascendants and descendants up to 2nd degree, fathers in law, mothers in law, brothers, sisters, brothers in law, sisters in law, sons in law, daughters in law</p> <p>B/ Cancellation ALL CAUSES</p>	<p>According to conditions of scale of cancellation costs</p> <p>A and B/ 15 000 € per person 135 000 € per event</p>	<p>A/ No allowance</p> <p>B/ 10% of amount of cancellation costs mini 50 € per person maxi 150 € per file</p>

The coverage described above is applicable during the period of travel corresponding to the invoice issued by the organiser with a maximum of 90 days starting from the date of departure on the tour.

GENERAL PROVISIONS

Like in all insurance contracts, this contract implies reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are described in the following pages.

The mention "ALL CAUSES" is applicable exclusively to the guarantee CANCELLATION.

DISPOSITIONS COMMUNES A L'ENSEMBLE DES GARANTIES

PROVISIONS COMMON TO ALL THE GUARANTEES

DEFINITIONS

Hazard

Event that is unintentional, unforeseeable, irresistible and exterior.

Insured

The persons duly insured under this contract designated hereunder by the term "you"

Insurer / Assistance provider

Gan Eurocourtage designated hereunder by the term "we".

Attack:

The term attack means any act of violence, formed by a criminal or illegal attack occurring against persons and/or property in the country where you are travelling; the purpose of the attack is to disturb the public order seriously.

This "attack" should be listed by the French Ministry of External Affairs.

Natural Catastrophes

Abnormal intensity of a natural agent not caused by human intervention.

Insurance Code

Collection of legislative and regulatory texts governing the insurance contract.

Domicile

Domicile means your principal and habitual place of residence.

DROM POM COM

By DROM POM COM are meant the new denominations of DOM TOM (French overseas territories) after the Constitutional Reform dated 17 March 2003, modifying the denominations of DOM TOM and their definitions.

Transport carrier

By transport carrier is meant any company duly authorised by public authorities for the transport of passengers.

Europe

By "Europe" is meant all the countries of the European Union, Switzerland, Norway and the Principality of Monaco.

Allowance

Part of the compensation to be borne by you.

Metropolitan France

By Metropolitan France is meant the continental France and Corsica, including the DROM POM COM (new denominations of DOM TOM after the Constitutional Reform dated 17 March 2003).

Strike: Collective action consisting in a coordinated cessation of work by the employees of a company, an economic sector, a professional category for the purpose of supporting their demands.

Civil War

By civil war is meant the armed opposition between several parties belonging to the same country and also any armed rebellion, revolution, sedition, insurrection, coup d'Etat, application of martial law or closure of frontiers commanded by the local authorities.

Foreign war

By foreign war is meant the armed opposition, declared or undeclared, of one state by another state as well as any invasion or siege condition.

Illness / Accident

An alteration of health recognised by a medical authority, requiring medical care and the absolute cessation of all professional or other activities.

Family member

Family member means any person who can prove a link of relationship (legally or factually) with the insured.

Pollution

Damage to the environment by introduction in the air, water or soil of materials not present naturally in the medium.

Habitual residence

By habitual residence of the member is meant his place of residence for fiscal purposes.

Loss

Event likely to result in the application of a guarantee under the contract.

Subscriber

One who takes insurance, physical person or moral entity subscribing to an insurance contract.

Subrogation

The judicial situation in which a person transfers his rights to another person (notably: substitution of the insurer to the policy holder for the purpose of legal proceedings against the adverse party).

Family Tariff (minimum 3 persons)

The family tariff is applicable to parents or concubines accompanied by at least one child under their care. This guarantee is also granted to grand-parents accompanying their grand children instead of and in the place of their parents.

Third party

Any person other than the insured person responsible for the loss.

Any Insured victim of a bodily injury, tangible or intangible consecutive damage caused by another insured person (insured persons are considered as third-parties with regard to one another).

WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

Les guarantees and/or services subscribed under this contract are applicable in the entire world.

WHAT IS THE DURATION OF THE CONTRACT?

The validity period corresponds to the duration of services sold by the tour organiser.

Under no circumstance, the guarantee period may exceed three months from the date of departure in voyage.

The guarantee "CANCELLATION" takes effect from the date of subscription of this contract and expires on the date of departure in voyage (outward journey).

For voyages with only the outward ticket: All the guarantees expire on arrival at the destination.

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it is evaluated by means of an amicable appraisal, subject to our respective rights.

Each of us may choose his expert. If these experts are unable to agree, they call for a third expert and all three operate jointly with a majority vote.

If one of us fails to name an expert or if the two experts fail to agree on the choice of a third expert, the President of the District court shall nominate him, deciding on a case filed before him. Each of the co-contractors shall bear the costs and honoraries of his expert and if required, half of these expenses for the third expert.

WHAT IS THE TIMEFRAME FOR YOUR COMPENSATION?

The settlement takes place within a period of fifteen days from the agreement concluded by us or from the notification of the judgement ordering enforcement.

WHAT ARE THE SANCTIONS APPLICABLE IN CASE OF DELIBERATE FALSE DECLARATION BY YOU AT THE TIME OF LOSS?

Any fraud, reluctance or deliberate false declaration from you regarding the circumstances of a loss will lead to the loss of all rights for service or compensation regarding this loss.

WHAT ARE THE MODALITIES FOR EXAMINING THE COMPLAINTS?

In case of difficulty, you should send your complaint to: Gan Eurocourtage Immeuble Elysées La Défense Customer Relations Service 7 place du Dôme TSA 59876 - 92099 La Defense cedex FRANCE

If finally, you are dissatisfied after the response provided to you, you may seek the opinion of the Mediator under conditions that will be communicated to you on simple request sent to the above address.

AUTHORITY FOR THE CONTROL OF INSURANCE COMPANIES

Autorité de Contrôle Prudentiel (ACP)

61, rue Taitbout

75436 PARIS CEDEX 09

INFORMATION TO SUBSCRIBER ABOUT THE PROVISIONS OF THE NATIONAL COMMISSION ON COMPUTER DATA AND LIBERTIES – CNIL

Information concerning you is necessary for processing your requirements and also for the management of your insurance contract. It is meant for the use of the insurer, his agents, his reinsurers, his service providers and professional organisations. The information is also meant for commercial use by other group companies and their partners. If you do not desire this, you can make an opposition to the address given below.

Conforming to the Law No. 78 – 17 dated 6 January 1978 relating to computer data, files and liberties; you have a right to opposition, access, rectification and communication of data concerning you by contacting your insurer at the following address: Gan Eurocourtage –Customer Relations Service - Immeuble Elysées La Défense 7 place du Dôme TSA 59876 - 92099 La Defense cedex
–E-mail: relationsconsommateurs@gan-eurocourtage.fr

SUBROGATION

After paying you the compensation, except compensation paid against the Travel Accidents guarantee, we are subrogated in the rights and actions you may be entitled to, against third parties responsible for the loss, as provided by the Article L.121-12 of French Insurance Code.

Our subrogation is limited to the amount of compensation paid by us or to the services provided to you by us.

WHAT IS THE LIMITATION PERIOD?

Any action with regard to this contract can be exercised only during a period of two years from the event causing it under the conditions determined by the Articles L.114-1 and L.114-2 of the French Insurance Code.

CANCELLATION COSTS “All causes”

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
The date of subscription of this contract	Date of departure – place of convocation of the group (outward journey)

WHAT DO WE GUARANTEE?

We reimburse the advances and all amounts kept back by the tour organiser, after deducting an allowance indicated in the table of guarantee amounts, that are invoiced to you according to the General Sales Conditions of the organiser, when you are obliged to cancel your (outward) journey.

IN WHAT SITUATIONS CAN WE INTERVENE?

A / We can intervene in cases of serious illness or accident concerning yourself or a member of your family (legally or factually), recognised by a competent medical authority and preventing you from leaving on your planned journey.

We can intervene in case of death of a member of your family (legally or factually) or of yourself.

B / You are entitled to the guarantee also in all the other cases of cancellation, if your departure or the exercise of planned activities during your trip is prevented by a **provable** random event.

By random event, we mean any circumstance not provoked by you or by a member of your family and not excluded under this contract, unforeseeable on the date of subscription.

Extension of guarantee: In case of natural catastrophe, pollution, attack or terrorist attempt, Gan Eurocourtage shall reimburse the cancellation costs after deducting the allowance mentioned in the table of guarantees provided the following points are cumulatively obtained:

- The event has resulted in material of bodily damages in the destination city of your stay (or within a radius of 50 Kms)
- The date of your planned departure falls less than thirty days after the occurrence of the said event

A / and B / CANCELLATION OF PERSONS ACCOMPANYING YOU

Because of your cancellation, we also cover the reimbursement of cancellation costs of persons registered at the same time as yourself and insured by the same contract, when the reason for cancellation is one of the causes mentioned above. Our reimbursement is limited the coverage of 9 nine persons maximum for the same event.

If the person(s) desire travelling alone, the additional costs relating to your cancellation are taken into account; however, our reimbursement shall not exceed the amount due if they had cancelled at the same time as yourself.

EXCLUSIONS FROM OUR COVERAGE

We cannot intervene if your cancellation is the result of:

- **An event, an illness or an accident that has already been recognised, if it is a relapse, an aggravation or a hospitalisation between the date of purchase of the tour and the subscription date of the insurance contract**
- **An absence of risk**
- **An intentional act and/or wrongful under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician.**
- **A nuclear incident, a civil or foreign war, riots or strike**
- **The simple fact that the French Ministry of Foreign Affairs has made an advice against the destination of your tour**
- **An act of negligence from your side**
- **Any event whose responsibility may fall on the tour organiser in application of the Law 92-645 dated 13 July 1992.**

WHAT IS THE AMOUNT OF OUR INTERVENTION?

We cover the amount of cancellation costs incurred on the date of event coming under the guarantee, conforming to General Sales Conditions of the tour organiser, with a maximum and an allowance mentioned in the table of guarantee amounts.

The insurance premium cannot be reimbursed under any circumstance.

WHAT IS THE TIME LIMIT FOR DECLARING THE LOSS?

1/Medical reason: You must declare your loss as soon as it is recognised by a competent medical authority that the seriousness of your health condition is a counter-indication to your travel.

If your cancellation takes place after this counter-indication to your travel, our reimbursement will be limited to cancellation costs in force on the date of counter-indication (calculated according to the scale of the tour organiser notified to you at the time of your registration).

For all other reasons for cancellation: You must declare your loss as soon as you learn of the event invoking the guarantee. If your cancellation of travel takes place after this date, our reimbursement will be limited to the cancellation costs in force on the date of counter-indication (calculated according to the scale of the tour organiser notified to you at the time of your registration).

2/ On the other hand, if the loss is not declared to us directly by the travel agency or the tour organiser, your must inform us within five working days following the event invoking the guarantee. For this, you must send us the declaration of loss enclosed with the insurance contract handed over to you.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

In case of illness or accident, you must send us:

- The medical questionnaire enclosed with the notice acknowledging the reception of your declaration of loss, duly completed by a medical authority and describing in particular the nature of pathology, the date of counter-indication for travelling, the treatment and medical tests prescribed if any. ***Additional particulars may be required by the physician counsel if the medical questionnaire is not sufficiently detailed for allowing him to make a decision.***
- A medical certificate indicating the date of counter-indication for travelling.
- In case of accident, you must in addition provide us with the causes and circumstances and provide us with the names and addresses of those responsible and if necessary, the witnesses.

The medical documents should be sent to us using the pre-printed envelope addressed to the physician counsel that we shall forward to you on reception of your declaration of loss.

It is agreed specifically that you accept in advance the principle of a check-up by our physician counsel. In such a case, if you oppose it without legitimate reason, you shall lose your rights under the guarantee.

In case of death: Your heirs must send us the death certificate and the civil registry or the copy of family book for proving the family relationship.

For non-medical reasons of cancellation: You must provide us all available proof for proving the random and unintentional character of the reason for cancellation

In all the cases, you must also send us:

- The number of your insurance contract
- Registration certificate issued by the travel agency
- In case of tour package: The registration invoice established by the tour organiser
- In case of dry flight: the copy of your electronic ticker, the tariff conditions and the proof of cancellation of your file from the airlines or the travel agency
- The original of the invoice paid for the debit that you are required to make to the tour organiser or the amount held back by him (invoice of cancellation costs)

Gan Eurocourtage Compagnie française d'assurances et de réassurances Société Anonyme au capital de 8 055 564 € (entièrement versé)

RCS Paris 410 322 378 - APE 6512 Z

Immeuble Elysées La Défense – 7 place du Dôme – TSA 59876 – 92099 La Défense Cédex

Entreprise régie par le Code des Assurances et soumise à l'Autorité de Contrôle Prudentiel 61 rue Taitbout 75009 Paris

Siège Social 8-10 rue d'Astorg 75383 Paris Cédex 08

Service des relations avec les consommateurs 01 70 96 67 37 – relationsconsommateurs@gan-eurocourtage.fr

Groupama Assistance Voyage est une marque de Gan Eurocourtage

SEND YOUR DECLARATION OF LOSS TO:

Groupama Assistance Voyage
BP2101 – 75771 PARIS CEDEX 16 – France

Name:

First name:

Address:

Postal code:

City:

Country:

Phone:

Dates of travel:

Date of loss:

Total price of the tour:

€

Declare*:

- Cancellation costs following:
 - Illness
 - Pregnancy
 - Accident
 - Death
 - Others (give details)
 - Transport delays of more than 7 hours

* Check the box(es) corresponding to the type of risk

Place:

Date

Signature: