



The organiser of your trip has finalized with

Mondial Assistance Europe N.V.

The following General and Specific Terms and Conditions

CONTRACT 340 040

SPECIFIC TERMS AND CONDITIONS

Insured person: Any person who has reserved flight only arrangements with EASYJET for a domestic flight in France and who applies on the day of the reservation.

1 - CANCELLATION

YOU HAVE TO CANCEL YOUR TRIP

By Internet: <https://declaration-sinistre.mondial-assistance.fr>
or by telephone on +33 (0)1 42 99 64 76 Monday to Friday from 9 a.m. – 6 p.m.

DO YOU NEED INFORMATION?

+33 (0)1 42 99 82 03 or conseil.client@mondial-assistance.fr

TABLE OF COVER AND EXCESSES

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
CANCELLATION		
cancellation charges depending on the scale: from issue of the ticket : <ul style="list-style-type: none"> • Following the occurrence of an event provided for by the policy (other than those detailed below) 	100% of the ticket price from issue of ticket - per person : €1,250	absolute excess per person and per claim: €25 Absolute franchise does not apply in the event of death or hospitalisation
<ul style="list-style-type: none"> • Due to an accident or a break down of your means of transport 	100% of the ticket price from issue of ticket - per person : €400	absolute excess per person and per claim: €30

GENERAL TERMS AND CONDITIONS

The cover provided by your policy is governed by the French insurance code.

Your policy consists of these General Terms and Conditions, supplemented by your Specific Terms and Conditions.

The cover specified below, and for which you have paid the corresponding premium, is stated in your Specific Terms and Conditions.

This cover applies to all trips in France, both private and business travel, during the year over which your policy is valid, for a maximum length of 31 consecutive days sold by the approved organisation or intermediary with whom you took out this policy.

Please read your General Terms and Conditions carefully. These specify our respective rights and obligations and answer any questions that you may have.

DEFINITIONS

A number of terms are frequently used in our insurance policies. The list below contains the meaning that shall be given to these terms.

- **DEFINITION OF THE PARTIES TO THE POLICY**

INSURED:

- the policyholder,
- the person(s) named in your Specific Terms and Conditions, provided that their tax and legal residence is located in France.

WE (the insurer): **AGA International,**
Operating under the trade name “Mondial Assistance“, that is the
insurer beside of whom the present insurance contract was signed.

REPRESENTING **MONDIAL ASSISTANCE France**
PREMISES: **Tour Gallieni 2**
36 avenue du Général de Gaulle
93175 Bagnolet Cedex

The local representative manages and settles the claims on behalf of the insurer.

POLICYHOLDER: the signatory of the Specific Terms and Conditions, who thereby undertakes to pay the insurance premium.

YOU: the insured person or people.

• **DEFINITION OF INSURANCE TERMS**

FOREIGN: any country except for the country where you are resident or of which you are a citizen, of France or any of its overseas territories.

EUROPE: The European Union (including the following overseas territories: Réunion, Martinique, Guadeloupe and Guyana) and Switzerland.

ACCIDENTAL EVENT: any sudden, unforeseeable event outside of the insured person's control.

EXCESS: the share in the damage payable by you when the claim is settled. Excess amounts in respect of each item of cover are specified in the cover and excess amounts table.

APPROVED ORGANISATION: travel professionals, transport professionals, associations, works committees.

TIME LIMITATION: period beyond which any claim is time-barred.

CLAIM: all harmful consequences of an event falling within the scope of one of the types of cover taken out. All damage arising from the same initial cause constitute one and the same claim.

SUBROGATION: process by which we replace you in respect of your rights and legal actions against any party liable for your damages, in order to obtain repayment of the sums which we have paid you following a claim.

THIRD PARTY: any individual or legal entity, except for:

- the insured person,
- members of his/her family,
- people accompanying him/her,
- his employees, whether salaried or not, while carrying out their duties.

PUBLIC TRANSPORTATION BY AIR: Passenger transportation service by air making places available for valuable consideration, distributed directly through approved agents or by the travel organiser that chartered the flight, the timetables, availabilities and prices for which are publicized and resulting in a travel document being issued.

FLIGHT CONFIRMATION: formality required by the travel organiser according to the procedures defined in its terms of sale, allowing the purchase of the ticket to be validated and the booking of the places to be held.

SCHEDULED FLIGHT: scheduled flight made a commercial aeroplane, the precise timetables and frequencies of which match those published in the "Official Airlines Guide".

TRIP: trip or holiday lasting a maximum of two months, organised, sold or supplied by the organisation or approved intermediary with whom this policy was taken out and planned to take place within the period of validity of this policy.

► **Relating to cover for "Cancellation":**

NATURAL DISASTER: event caused by the abnormal intensity of a natural agent.

SERVICE CHARGES: charges levied by the approved organisation or intermediary when booking the trip, which relate to their preparation of the trip.

TEMPORARY DISABILITY: medically diagnosed loss, for a limited period of time, of a person's functional capacity, requiring them, on the day of the cancellation, to cease all activity (including professional activity if applicable) and requiring medical care and treatment to be carried out.

POLICY TERRITORY

The items of cover apply in France.

ADMINISTRATIVE PROVISIONS

1. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken on the same day as the booking or at the latest within 2 working days of your booking.

Cover takes effect at twelve noon on the day after the premium has been paid.

It ends at the start of your holiday.

2. CUMULATIVE INSURANCE

If you are covered for the same risks with other insurance companies, you must inform us of this and provide us with their details and the scope of their cover, in accordance with article L 121-4 of the French Insurance Code.

You can obtain indemnification for your damage by contacting the insurance company of your choice.

3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

In consideration for the payment of indemnity and, up to its limit amount, we become beneficiaries of the rights and actions that you had against anyone liable for the claim, in accordance with article L 121-12 of the French insurance code.

If, by your act, we are no longer able to perform this action, we can be discharged of all or part of our obligations towards you.

4. PENALTIES APPLICABLE IF YOU MAKE A MISREPRESENTATION WHEN TAKING OUT THE POLICY

Any non-disclosure or misrepresentation, any omission or inaccuracy in the declaration of the risk is penalised as per the terms and conditions stated in articles L 113-8 and L 113-9 of the French insurance code:

- **in the event of bad faith on your part:**
by rendering the policy null and void;
- **if your bad faith has not been established:**
by a reduction in the indemnity, in proportion to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

5. PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONAL MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation by you about the circumstances or consequences of a claim will result in the loss of all entitlement to benefit or indemnity for this claim.

6. TIME LIMITATION

Any legal action arising from the insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by articles L 114-1 and L 114-2 of the French Insurance Code.

The time limitation period is interrupted mainly by the despatch of a registered letter with acknowledgement of receipt by our company to the insured person in respect of legal action for payment of the premium and by the insured person to our company in respect of payment of the indemnity or by the appointment of an expert as the result of a claim.

7. DAMAGE ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and failing this, by jointly agreed expert assessment, subject to our respective rights.

Each of us appoints an expert. If the appointed experts do not agree, they appoint a third expert: the three experts work together on a majority vote basis.

If one of us fails to appoint their expert or the two experts are unable to agree on the selection of the third expert, the appointment shall be made by the Presiding Judge of the Tribunal de Grande Instance of the place where the policyholder is domiciled.

This appointment shall be made on a written request signed by us or by just one of us, with the other having being summoned by registered letter.

Each party pays the fees and expenses of its own expert and half of the fees of the third expert, if appointed.

8. CLAIM SETTLEMENT TIME PERIOD

As soon as your case is complete, your indemnity will be paid within 10 days following the agreement between us or an enforceable court ruling.

9. COMPLAINTS HANDLING PROCEDURES

In the event of any problems, please consult your usual representative first of all. If you are not satisfied with their response, you may send your complaint to:

MONDIAL ASSISTANCE FRANCE
Complaints Management Department
DT 001
54 rue de Londres
75394 PARIS Cedex 08

If you still disagree after you have received the response from our company, you can request an opinion from an arbitrator.

Procedures for access to the arbitrator will be sent to you if you write to the address above.

10. MONDIAL ASSISTANCE'S ADDRESS

MONDIAL ASSISTANCE elects domicile at the head office of its subsidiary in France:

Tour Gallieni 2
36 avenue du Général de Gaulle
93175 Bagnole Cedex

Any disputes raised against MONDIAL ASSISTANCE concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be made to the address shown above.

11. DATA PROTECTION AND CIVIL LIBERTIES LAW

In accordance with French Law on Data Protection and Civil Liberties No. 78-17 of 6 January 1978, you have the right to access and correct any information about yourself that is contained in our files, by contacting our head office in France.

12. REGULATORY AUTHORITY

The body responsible for the regulation of MONDIAL ASSISTANCE is the Autorité de Contrôle Prudentiel, 61 rue Taitbout, 75436 Paris Cedex 09.

13. PROCEDURES FOR TAKING OUT COVER

The cover must be taken out and registered with Mondial Assistance Europe N.V on the same day on which the holiday reservation to be insured has been made with EASYJET.

In accordance with order no. 2005-648 of 6 June 2005 relating to the distance selling of financial services, the policyholder has a right to cancel the policy taken out on the Internet for 14 days from the date on which it was taken out.

We repay you the insurance premium provided that the trip insured has not started and that nothing has occurred that is expected to involve our intervention.

The cancellation must be made on the Internet: www.easyjet.com by clicking on "Managing your reservations" on the home page.

COMMON EXCLUSIONS TO ALL TYPES OF COVER

In addition to the specific exclusions stated for each item of cover, we never insure the consequences of the following circumstances and events:

- 1. civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;**
- 2. your voluntary participation in bets, crimes or fights, except in a case of legitimate defence;**
- 3. any effects of a nuclear origin or caused by any source of ionising radiation;**
- 4. your intentional acts and willful misconduct, including suicide and attempted suicide;**
- 5. your consumption of alcohol, drugs or any stupefying substance listed in the French Public Health Code, not medically prescribed;**
- 6. events for which liability may fall either on your travel organiser by application of Chapters VI and VII of Law N° 92-645 of 13 July 1992, stipulating the conditions for pursuing the business of organising and selling holidays or on the carrier, principally for reasons of air safety and/or overbooking;**
- 7. your refusal to board the flight originally planned by the approved organisation.**

CANCELLATION

CHAPTER -1- Our cover

11. The purpose of the cancellation cover:

When you cancel your trip, the holiday operator holds you responsible for the full **price of the cancelled trip, called cancellation fees.**

Our cover consists of reimbursing you for the full cancellation fees for which you are contractually liable **when you cancel your holiday, before you set off on the trip, for an insured reason.**
For rentals, our cover is granted on condition that the rental is fully vacated.

Note:

All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single trip, which only has one single date of departure: the date stated by the travel organiser as being the start of the insured services.

12. Events giving entitlement to the cover

We intervene if you are obliged to cancel your trip for any of the following reasons:

12.1 A serious illness, serious personal injury including the consequences, after-effects, complications or aggravation of an illness or an accident which was recorded before your trip was booked, or the decease of:

- a) you, your spouse or common law partner, your ascendants or descendants,
- b) your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- c) a person booked at the same time as you and insured under this policy,

It is up to you to establish the true nature of the situation giving entitlement to our benefits. We reserve the right to refuse your claim, on the advice of our doctors, if the information does not prove the material circumstances.

12.2 In the event of serious material consecutive damage as a result of a burglary, a fire, water damage or a climate event, making your presence on site essential on the expected date of departure for administrative and protective measures procedures to be undertaken and affecting more than 50% of:

- a) your main or secondary residence,
- b) your farming business,
- c) your business premises **if you are a business manager or a member of a regulated profession.**

12.3 Redundancy of yourself or your spouse, provided that the procedure had not been started by the day on which you took out this policy.

12.4 An accident or a breakdown of your means of transport occurring during your transportation to the departure point, involving a delay of more than two hours, having made you miss the flight booked for your departure, provided that you have taken the steps to reach the airport at least two hours before the time limit for boarding.

- 12.5 Cancellation for an insured reason by one or more persons booked at the same time as you and insured under this policy if, because of this withdrawal, you have to travel alone.**

CHAPTER -2- Amount covered

- 21.** The indemnity paid under this policy shall under no circumstances be greater than the total of sums invoiced by the travel organiser in accordance with the contractual scale and up to the limits detailed in the Specific Terms and Conditions.
- 22.** We shall reimburse cancellation fees invoiced by the travel organiser in accordance with the scale given in its General Terms and Conditions of Sale; **however we shall cover the costs only of the fees that you would have been invoiced with, in application of the scale, had you given warning to the travel organiser within 48 hours of the occurrence giving entitlement to the claim. Administrative fees, costs of tips, stamp dues, including the premium paid to take out this policy, will not be reimbursed.**
- 23.** **We will reimburse the sum of green fees paid before your departure** for all journeys not carried out during the days of your trip, **up to a limit of €420 per person with an absolute excess of €70 per person per claim.**

CHAPTER -3- The terms for applying the cover

- 31.** The cover must be taken out and registered with Mondial Assistance Europe N.V. on the same day on which the holiday reservation to be insured has been made, if the trip has been bought from EASYJET or within 48 hours following the reservation.
- 32.** The cover shall take effect from the 1st day on which the cancellation fees scale comes into operation and terminates at the exact time at which the insured services of the travel agent begin.
- 33.** **The cover for cancellation cannot be combined with other items of cover taken out under this policy.**

CHAPTER -4- Cover Exclusions

In addition to the exclusions that are common to all cover, (section 3 of the administrative provisions) the following are also excluded:

- 41.** pregnancy and/or its complications, beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation,
- 42.** forgetting to get vaccinated,
- 43.** any medical contingency whose diagnosis, symptoms or cause are of a mental psychological or psychiatric nature, and which has not given rise to hospitality's for a period of more than 3 consecutive days prior to the date on which this policy was taken out,
- 44.** accidents resulting from the practice, whether as an amateur or at any other level, of airborne or motorised sports (the latter including car, motorbike, or any other motorised vehicle),
- 45.** epidemics, pollution, natural catastrophes including their consequences,
- 46.** the consequences of any criminal proceedings against you.

CHAPTER -5- WHAT YOU MUST DO IN THE EVENT OF A CLAIM

51. You must notify the travel organisation of your withdrawal by the quickest methods (fax, telegram, notification to the agency) when the covered event that prevents your departure takes place, or at the latest within 48 hours.

Note:

If you are late informing your travel organiser of your intention to cancel, we shall only pay for the cancellation fees payable on the date of the event giving entitlement to cover and you will be your own insurer for the difference.

52. You must warn us within five working days of your knowledge of the event, except in the case of an act of God or major force :

**contact us by telephone on
+33 (0)1 42 99 64 76
Monday to Friday, between 9 a.m. and 6.00 p.m.**

- **or by fax on +33 (0)1 42 99 03 25**
- **or by the Internet, at:**
<https://declaration-sinistre.mondial-assistance.fr>

You must have the information required to make your claim declaration.

You will quickly receive a form to be filled in which you should complete and return to us, together with any documents which might be requested from you for justifying the reason for the cancellation and for assessing the sum of the claim (travel booking form, invoice for cancellation fees, tickets, green fees...). In addition, if the reason for your withdrawal is sickness or personal injury, you must communicate all the information or documents necessary for checking that your claim is well founded to our advisory doctor.