

**CANCELLATION POLICY Infinite 2AM n° 2014/75167515**

**1 Insurance cover**

The Insurer covers the insured for the reimbursement of any expenses the recovery of which is impossible, caused by cancellation, modification or curtailment of a trip or covered cruise resulting from one of the events indicated hereafter :

- Death of the insured not originating from a sickness of which the first symptoms took place before the underwriting of the rental contract, unless it was declared cured including consequences of cancer or HIV and provided the latter are not in a final state at the time of signing the rental contract and the insurance.
- A sickness affecting the insured not originating from a sickness of which the first symptoms took place before the underwriting of the rental contract, unless it was declared cured including consequences of cancer or HIV and provided the latter are not in a final state at the time of signing the rental contract and the insurance.
- A sickness necessitating psychic treatment or psychotherapy including nervous breakdown for which a 5 days minimum hospitalisation is requested at the time cancellation of the cruise.
- Complications due to pregnancy deriving in the total interruption of any professional or other activities, and provided at the time of booking the person had not been pregnant for more than 8 months.
- The cancellation cover is granted in case of terrorism, attempts or precise and serious threats of terrorism attacks occurring during the period of 10 days before the departure date of the insured in the town, airport or station on which the trip is depending, and/or the transit location, the final destination or the departure harbour, and the destination harbour in case of a recommendation from the Foreign Office requesting their nationals to quit the country.
- A strike involving simultaneously regular air transports and/or the National railways when the Insured has no other means of transportation. It is specified that the unavailability of the insured's personal car is not regarded as an insured hazard to the departure and not eligible for indemnity under this policy, unless the strike as described above will prevent the transportation of the car.
- Cancellation of a charter flight in any case of force majeure ( breakdown, strike, lock out ) excluding a late departure inferior or equal to 48 hours whatever the cause or whether the responsibility is that of the airline or the transporter's.
- The consequences of an accident or sickness resulting from war or civil war or cataclysm,
- Being the victim of civil commotion, riots, attempts, hold-up, kidnapping, attacks by pirates, brawl, or shooting under the condition the insured did not provoke it.
- In case of a storm warning given and confirmed by a certificate emanating from the nearest weather station certifying the wind speed, preventing the insured to leave the harbour by decision of the authorities.
- Counter-indication and consequences of a vaccination.
- Notice to a tribunal, only in the following cases : juryman, adoption procedure, designation as an expert, provided the notification date is during the cruise.
- Notice to a second session of an examination following a failure unknown before the actual booking or underwriting of the policy (professional or master school studies only), and provided the said exam takes place during the cruise.
- Obtaining a job or a training period from the official ministry of Labour provided it does start before or during the cruise.
- Cancellation or modification of the paid leaves because of the employer granted before the date of the cruise, definitive job transfer if unknown at the moment of the subscription. In this case, the excess amount equal 20%. In case of changing date, if it cause only expenses, they will be paid directly to the boat rental without excess.
- Refusal of a visa by the country authorities provided no previous registration was refused by the same authorities. A justification emanating from the Embassy will be requested.

The sickness or the accident must, in order for the cover to be effective, result in a medical prescription either to hospitalisation or forbidding to quit the bedroom of the usual home or to perform any professional activity. The insured person commits, in case of sickness or accident, to release his doctor from medical secrecy and/or to obtain commitment to the same from the person responsible for the claim. No indemnity will be allowed in case the expert doctor appointed by the broker administrator is unable to obtain the medical information necessary to the instruction of the claim file.

**2 Effective date, duration, and termination of coverage**

The policy must be concluded at the time of booking the trip or the boat rental and at the latest after a 15 days cooling-off delay after signature.

However in case of a specific requirement to the broker administrator by way of a hand written letter, the cover might be granted at the date of the requirement, after study.

**2.1 Effective date of coverage**

Cover in respect of each Trip shall commence at the stated dates and after effective payment of the premium.

- As per the Cancellation cover, it will start :
  - in case of sickness, accident or death, as soon as the payment of the premium is effective.
  - in case of serious material damage, 10 days maximum before the date of departure.
- As per the Curtailment cover, it will start at the date of cruise departure.

## **2.2 Waiting period**

In case of subscription after a 15 days cooling-off delay after signature, the waiting period will be 15 days, except in case of turned out accident.

## **2.3 Termination of coverage**

As per the cancellation cover, it ends the day following the departure date zero hour.

## **3 Maximum liability and limitations**

The maximum liability of the insurer amounts to 60.000 € per claim.

The excess amount equals 15% of the total claim with a minimum of 80 €.

In case of cancellation, this insurance will reimburse those expenses that are not recoverable as per the contractual sales conditions, and by default:

- If modification or cancellation happen during the 90 days period prior the date of departure ( 10 days maximum prior the date of departure in case of serious material damage ), up to 60.000 € by claim.
- If modification or cancellation happen more than 90 days period prior the date of departure, up to 30.000€ by claim.

In case of curtailment, the indemnity will be that proportion of the unused services rated prorata temporis.

## **4 Territorial limits**

Coverage or benefits under the present contract apply everywhere in the world.

## **5 Exclusions**

Cancellation and curtailment coverage will not be granted under the following circumstances:

- Sickness necessitating psychological or psychiatric treatment including nervous breakdown if the hospitalization is lower in 5 days;
- Death, sickness or an accident, the latter which might occur in the same conditions to the insured person, his spouse or husband, his progenitors and heirs ( father, mother, grandfather, grandmother, children and grand-children ), those of his spouse or husband, his brothers and sisters, son-in-law and sister-in-law as well as any other person usually living in the same house, the persons indicated on the same travel certificate, associates, or all other persons who might temporarily replace the insured in his professional duties ( when liberal including medical ).
- Any complications due to pregnancy, unless an unforeseeable complication certified by a duly appointed medical authority, and in any event as from the first day of the 7<sup>th</sup> month ;
- An important Material Prejudice caused to the insured person's real estate or his professional offices when he has liberal practise or manages a firm, and when his presence is absolutely required or either by police authorities. Cancellation and curtailment originating, for whatever reason, from the lack of any document indispensable for travelling such as passport, visa, transportation ticket, vaccination certificate ;
- The insured becomes redundant under the procedure known as redundancy provided the latter has not been initiated before the booking of this trip or cruise is made. Being called to a preliminary appraisal meeting forms part of the procedure.
- Attempt to commit or committing intentional self-injury or suicide by the insured ;
- Forgotten vaccination ;
- Non stabilised Sickness recorded prior to buying the insured travel and susceptible of sudden complications before departure date ;
- Disabilities known by the insured person prior to the effective date as well as their consequences or aggravations, or the person causing the cancellation is in hospital at the date of booking for the scheduled travel or at the date of buying this policy Cancellation and curtailment originating from the rental, transportation or travel organisations for whatever reason ;
- Consequences of using drugs, alcohol, or any medicine non supported by medical prescription ;
- Any negligence or omission by the insured person resulting in his inability to take part to the scheduled travel or rental contract ;
- Any intentional, criminal or illegal act by the insured person ;
- Accidents occurred during competitions, races, or training sessions, with motor propelled vehicles ;
- Accidents caused by the use of air vehicle other than airplanes of official air transport companies ;
- Consequences of war or civil war, riots, lock-outs, insurrections, if the Insured has been active therein, unless facing a case of professional duty ;
- Ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel ;
- Cancellation and curtailment originating, for whatever reason, from the lack of any document indispensable for travelling such as passport, visa, transportation ticket, vaccination certificate ;
- Cancellation and curtailment originating from the rental, transportation or travel organisations for whatever reason ;
- From the boat renter or if consecutive of modification of the services or rate.

## **6 Insurance premium**

Coverage by this policy is granted in exchange of a premium paid in total for the full period of time, amounting to 3% -taxes included -of the total price of the cruise, plus the price of the boat rental, plus the cost of the return ticket airline transportation for the party, and subject to a minimum of 80 €.