

GENERAL PROVISIONS FOR TRAVEL INSURANCE LuxairTours

CANCELLATION OR DELAY FEES - May 1st 2019

Travel insurance is optional. These General Terms and Conditions are applicable to all subscriptions from the winter 2019/2020 catalogues.

Brief summary of the proposed coverage:

You are insured in accordance with the General Terms and Conditions below for the reimbursement of expenses incurred in the event of cancellation of a trip booked in advance. The insurer will also intervene in the event of interruption of your trip or delayed departure when you have not or have no longer been able to undertake the trip. The circumstances as a result of which insurance will be provided mainly concern cases of illness and accident and various other unforeseeable situations which are described in detail in Section II. Coverage and risks insured on page 3 of these General Terms and Conditions.

In the event of a claim, only the General Terms and Conditions below are valid.

I. GENERAL TERMS AND CONDITIONS

1.1 Law applicable to the contract

This contract is governed by Luxembourg legislation on insurance contracts. The rights and obligations of the contracting parties are determined by these General Conditions and the Special Conditions of policy 35/1822.

1.2 Benefits granted

The person or persons having subscribed to the optional insurance "Cancellation or Delay Fees" offered as part of a LuxairTours trip with Luxair S.A. are insured by **LA LUXEMBOURGEOISE** Société Anonyme d'Assurances 9, rue Jean Fischbach L-3372 Leudelange, R.C.S. Luxembourg B 31035 against the following risk:

CANCELLATION OR DELAY FEES

1.3 Definitions

Company

LA LUXEMBOURGEOISE Société Anonyme d'Assurances

Insured Person

The person or persons who have taken out one or more optional travel insurance policies offered as part of a LuxairTours trip with Luxair S.A. and who are named on the travel ticket and/or other supporting document issued by the policyholder, also indicating the dates, destination and cost of the trip.

Policyholder

LUXAIR, Société Luxembourgeoise de Navigation Aérienne S.A., underwriter of the contract.

Accident

An event occurring beyond the control of the Insured Person and acting suddenly and violently from outside on the Insured Person's body.

Illness

Any involuntary and unforeseen change in functional or organic condition observed by a qualified physician affecting the Insured Person's normal activities.

Travel companion

The person who has booked and taken out insurance together with the Insured Person for a trip together, including the family members of the travel companion.

Family members

Parents or relatives who are related up to the second degree and persons living in a legal partnership or domestic community as well as parents-in-law, brothers-in-law and sisters-in-law.

1.4 Territorial scope

The insurance is valid worldwide.

1.5 Effect and duration of the insurance vis-à-vis the Insured Person

The insurance is valid for all trips of a maximum duration of three months. The insurance begins at the time the insured person checks in at the airport on the date of departure of the trip indicated on their ticket and/or other supporting document and ends at the time they recover their luggage on their return trip, at the latest at midnight of the day of the return date indicated on their ticket and/or other supporting document. Subject to the provisions of point II Conditions for the guarantee for cancellation and delay costs.

1.6 Subrogation

The Company that paid the indemnity is subrogated, up to the amount of the indemnity, to the rights and actions of the insured person or the beneficiary against third parties liable for the damage.

If, by the act of the insured person or the beneficiary, the subrogation can no longer produce its effects in favour of the Company, the Company may claim restitution of the indemnity paid to the extent of the damage suffered.

Subrogation may not harm the insured person or the beneficiary who has only been partially compensated. In this case, he/she may exercise his/her rights, for what remains due to him/her, in preference to the Company.

These provisions do not apply to the "Travel Accident" coverage.

1.7 Notifications

All notifications by the Company to the policyholder shall be validly addressed to the last known address of the policyholder. Notifications to the Company must be made to the Company's registered office.

1.8 Benefits in the event of a claim

The Company shall perform the agreed service as soon as it is in possession of all relevant information concerning the occurrence and circumstances of the loss and, where applicable, the amount of the damage.

The amounts due will be paid within 30 days of the amicable agreement or the enforceable court decision. In the event of an objection, the time limit shall only run from the day of release.

1.9 Time period

The limitation period for any action arising from the insurance contract is three years.

1.10 Disputes

In the event of a dispute concerning the insurance contract, a written complaint may be addressed either to the General Management of **LA LUXEMBOURGEOISE** L-3372 Leudelange, 9, rue Jean Fischbach, or to the Insurance Ombudsman (address: Association des Compagnies d'Assurances, or the Union Luxembourgeoise des Consommateurs), without prejudice to the policyholder's right to take legal action.

1.11 Jurisdiction

Without prejudice to the application of international treaties or agreements, any dispute arising from the insurance contract shall fall within the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg.

1.12 Exclusions common to all benefits

Claims are not covered if they arise:

- a. Due to a fraudulent or intentional act or gross negligence on the part of the Insured Person(s) or the beneficiary;

- b. As a result of the consequences of the Insured Person's chronic or pre-existing illness, unless the attending physician certifies that
 - the Insured Person was in a condition to travel when the trip was booked, whereas it appears that, on the date of departure, he or she is no longer able to complete the trip due to a condition requiring medical treatment
 - at the time of booking the trip, it was not expected that the Insured Person would require treatment related to the illness in question during the trip
- c. When the Insured Person is in a state of drunkenness or intoxication, takes hallucinogens, narcotics or drugs and misuses drugs.
- d. When the Insured Person is involved in a brawl (except in self-defence), a duel or a crime;
- e. When the Insured Person takes part as a competitor in races and competitions and in their preparatory tests, when motorized equipment is used (speed, regularity or skill exercises, even authorised, are treated as races or competitions);
- f. In the event of an earthquake or other cataclysmic event;
- g. During a civil or foreign war;
- h. By the direct or indirect effects of fire, explosion, heat release, irradiation, from transmutations of atomic nuclei or radioactivity, as well as by the effects of radiation caused by the artificial acceleration of nuclear particles.
- i. Following a professional activity at the place of destination

II. INSURED BENEFITS AND RISKS

1. CANCELLATION OR DELAY OF TRAVEL

1.1 Purpose of the cover

The Company guarantees the cancellation fees due to the policyholder by the insured person when the latter:

- is required to cancel a trip before departure
- interrupts a trip (excluding transport costs)
- was unable to undertake the trip due to delayed departure (excluding transport costs)

as a result of the following circumstances, insofar as they are unforeseeable at the time of subscription of this contract:

- a. sickness that is medically certified as incompatible undertaking the trip, physical accident requiring more than 48 hours of hospitalisation, death, urgent transplantation of an organ (as donor or recipient) of the insured person, spouse, family member, travelling companion or person living in a domestic community with the insured person;
- b. serious complications related to the Insured Person's pregnancy;
- c. cancellation of the trip by the Insured Person following their inability, justified by medical reasons, to have the necessary vaccinations necessary required for the trip;
- d. economic dismissal of the Insured Person, **provided that it takes place after the coverage has come into effect and after the trip has been booked;**
- e. illness, accident requiring more than 48 hours of hospitalization or death of the person who was to provide the professional replacement for the Insured Person during the trip or the person in charge caring for the Insured Person's minor child.
- f. In the event of the Insured Person's mandatory presence for a new employment contract of at least three uninterrupted months concluded after the trip has been booked, provided that this period coincides even partially with the duration of the trip;
- g. Official summons of the Insured Person:
 - as a witness before a court, for humanitarian aid or for military training or mission, provided that he or she was not aware of it at the time of booking the trip;
 - in respect of divorce proceedings, **provided that the proceedings were brought before the courts after booking the trip and upon presentation of an official document;**
 - under a legal separation procedure, **provided that one of the spouses has changed residence after the trip has been booked and upon presentation of an official document;**
- h. significant material damage (**more than EUR 25 000 EUR**) to the home, second home and business premises owned or rented by the Insured Person, occurring within 30 days prior to the date of departure, caused by fire, explosion, water damage or theft, provided that the expert's report and/or repair invoice is included;
- i. theft of identity documents or visas, visa refusal by the authorities of the destination country;

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- j. a beneficiary student sitting an exam or second term exam provided that these exams take place during the scheduled travel period or within 15 days thereafter, that it is not possible to postpone them, and that the student was unaware at the time of registration that he or she should present them. In the case of a student studying towards a major, the company will only intervene in the cancellation of the trip of the student concerned by the exam in question. If the student is under 18 years of age, the company will intervene in the cancellation of all members of the insured family.

1.2 Indemnification

Cancellation costs will be compensated on the basis of the following information and always after deduction of the fixed administrative costs of EUR 50 per person.

- A. Package travel only
- Until the 30th day before the departure date, the fee will be 25% of the fixed price;
 - between the 29th and 10th day before the departure date, the fee will be 50% of the fixed price;
 - between the 9th day and the 3rd day before the departure date, the fee will be 75% of the fixed price;
 - from the 2nd day before departure or in case of non-arrival at departure, the cost will be 90% of the fixed price.
- B. Holiday used up
- 100% of unused services.
- C. Delayed departure
- 100% of unused services

1.3 Exclusions

Damage, illness, accidents or death are always excluded when they result from:

- a. negligence of the Insured Person
- b. the influence of narcotics, sedatives or drugs not prescribed by a licensed physician;
- c. depressive states and mental and nervous illnesses unless it is a first manifestation;
- d. voluntary termination of pregnancy, except in cases of medical emergency;
- e. the state of insolvency of the Insured Person or the opening of collective settlement proceedings for debts;
- f. delays caused by recurrent and predictable traffic problems;
- g. strikes, riots, popular movements, acts of terrorism as well as conscious non-compliance with official prohibitions;
- h. any reason giving rise to the cancellation that was known at the time the insurance contract was taken out;
- i. events occurring outside the validity dates of the contract;
- j. anything not expressly and formally stipulated in this contract

Exclusions apply both to the Insured Person and to persons whose medical condition is the reason for the request for intervention.

III. OBLIGATIONS IN THE EVENT OF A CLAIM

In the event of a claim, the insured person is obliged to:

- a. provide the insurer without delay with all relevant and genuine documents and information and to respond to requests made to it to determine the circumstances and determine the extent of the loss.
- b. take all reasonable measures to prevent damage and mitigate the consequences of the incident.
- c. immediately notify the organiser of the cancellation as soon as you become aware of a fact that may prevent the departure, notify LA LUXEMBOURGEOISE in writing within five days of notification of the cancellation.
- d. The insured must carefully complete the "Declaration of Cancellation" form with medical report (can be downloaded from the website www.luxairtours.lu) and return it without delay to LA LUXEMBOURGEOISE.
- e. Transmit all relevant information to the Company LA LUXEMBOURGEOISE without delay and at the latest within 30 days. Answer all questions asked in order to determine the circumstances and extent of the claim, if the Company LA LUXEMBOURGEOISE deems it necessary, the Insured Person, who initiated the cancellation, must also be examined by a doctor delegated by the Company LA LUXEMBOURGEOISE.

If the insured person does not fulfil one of the obligations provided for in the above-mentioned points and this results in damage to LA LUXEMBOURGEOISE, the latter is entitled to claim a reduction in its benefit. LA LUXEMBOURGEOISE may decline its coverage if the insured person has not fulfilled one of these obligations due to fraudulent intent.

Claims declarations should be sent by post, fax or e-mail to:

Address: LA LUXEMBOURGEOISE Société Anonyme d'Assurances, L-2095 LUXEMBOURG

Fax: (00352) 4761 6868

E-mail: luxair@lalux.lu