

General Terms

Your contract guarantees, except the assistance guarantees, are governed by the French Insurance Code.

Your contract consists of the present general terms and of your special terms.

Among the guarantees defined hereinafter, those you have chosen appear in your special terms, based on the package you have taken out and for which you have paid the corresponding premium.

The guarantees apply to all trips, whether private or professional, with a maximum duration of 2 consecutive months, sold by the approved body or go-between with whom this contract is entered into.

Please read your general terms carefully. They specify our respective rights and obligations, and provide answers to any questions you may have.

DEFINITIONS

Certain terms are frequently used in our insurance contracts. This section provides information as to the meaning of such terms.

• DEFINITION OF THE PARTIES TO THE CONTRACT

INSURED:

- the policy-holder,
- the person(s) stipulated in your special terms,

US: ELVIA, i.e. the insurer with whom you have taken out your insurance contract.

POLICY-HOLDER: the signatory of the special terms, who thereby undertakes to pay the insurance premium.

YOU: the insured person(s).

• DEFINITION OF INSURANCE TERMS

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

CLAIM: all damaging consequences of an event falling within the scope of one of the guarantees taken out. All the damages arising from the same initial cause are considered to be one and the same claim.

DEDUCTIBLE: part of the damage left to your account in the settlement of a claim. Deductible amounts pertaining to each guarantee are specified in the table of guarantee and deductible amounts.

EUROPE: European Union and Switzerland.

FOREIGN COUNTRY / ABROAD: any country except your country of residence or citizenship, France and French Overseas Territories.

OCCURRENCE: all the claims pertaining to the same generating factor constitute one and the same occurrence.

PRESCRIPTION: period beyond which claims will be time-barred.

SUBROGATION: process by which we replace you in your rights and suits with respect to any party liable for your damages, so as to obtain the reimbursement of the amounts we have paid you following a claim.

THIRD PARTY: any natural person or legal entity, except:

- the insured,
- the members of his/her family,
- the persons accompanying him/her,
- the employees of the insured, whether or not they be salaried staff, in the performance of their duties.

TRIP: trip or stay with a maximum duration of two months, scheduled during the term of validity of the present contract and organised, sold or provided by the approved body or go-between with whom this contract is entered into.

UNCERTAIN OCCURRENCE: any sudden, unforeseeable circumstance, beyond the control of the insured.

CONTRACT TERRITORY

Your contract guarantees apply to trips in Europe.

TABLE OF GUARANTEE AND DEDUCTIBLE AMOUNTS

GUARANTEES	GUARANTEE AMOUNTS AND LIMITS	DEDUCTIBLES
CANCELLATION		
<ul style="list-style-type: none">• Following the occurrence of an event provided for in the contract	We refund cancellation costs in compliance with the rates applied by VOYAGES-SNCF.COM: up to € 300 per insured and € 3,000 per occurrence	None

YOUR CONTRACT GUARANTEES

CANCELLATION

1. PURPOSE OF THE GUARANTEE

If you are not able to use your ticket, the SNCF charges you the price of the ticket, by virtue of cancellation costs.

We refund the price of the ticket paid by you.

It is understood that the claim may be filed **at the latest up to 1 hour after the time of departure shown on the ticket.**

2. OCCURRENCES COVERED BY CANCELLATION INSURANCE

Cancellation, of which notification must be provided up to one hour after your departure, must follow the occurrence, after having taken out the insurance cover, of any **uncertain event**, constituting an immediate, actual and serious obstacle to your departure or to your access to the train.

The term uncertain event refers to a sudden and unforeseeable occurrence, beyond the control of the insured, justifying the cancellation of the trip. The uncertain event must have a direct causal link with the fact that it is impossible to travel.

Should you be unable to establish the actual existence of the situation entitling you to our cover, or should the information provided not prove the facts or the impossibility of travel, we may reject your application.

In the case of any attack, this must affect the town of departure or the town of arrival to be considered as grounds for cancellation.

3. GUARANTEE AMOUNT

Within the limits of the amounts indicated in the table of guarantee and deductible amounts, we refund the amount of the non refundable ticket.

No administrative costs or the premium paid as a counterpart to the present contract can be refunded.

4. GUARANTEE EXCLUSIONS

- 4.1. any circumstance affecting only the pleasantness of your trip;**
- 4.2. illnesses or accidents already known, treated, or having given rise to a relapse, worsening or hospitalisation between the date of purchase of your travel ticket and the date on which the present contract was taken out;**
- 4.3. pathologies which are not stabilised and which were observed or treated within the 30-day period prior to the booking of the SNCF ticket;**
- 4.4. pregnancy, including complications beyond the 28th week and, in any event, voluntary termination of pregnancy, giving birth, in-vitro fertilization;**
- 4.5. any event for which the liability of the organiser of your trip could be liable by virtue of sections VI and VII of Act 92-645 of July 13, 1992, stipulating the terms governing the organisation and sale of trips;**
- 4.6. a default of any type, including financial, affecting the organiser of your trip or the transport company, making it impossible for them to fulfil their contractual obligations;**
- 4.7. lack or excess of snow coverage, except if occurring in resorts located more than 1,500 metres above sea level, between December 15th and April 15th, resulting in the closure of over 2/3 of the ski lifts normally in use at your holiday location, for at least two consecutive days, arising within the 5-day period prior to your departure;**
- 4.8. epidemics, the local health situation, pollution, natural disasters subject to the procedure stipulated in French Act 82-600 of July 13, 1982, events related to weather or climatic conditions;**
- 4.9. criminal law proceedings instituted against you;**
- 4.10. any event arising between the date of booking of your trip and the date on which you took out the present contract.**
- 4.11. technical impossibility for the SNCF to ensure railway traffic.**
- 4.12. civil or foreign war, riots, strikes, taking of hostages, handling of weapons;**
- 4.13. your voluntary participation in bets, crimes or fights except in the case of self-defence;**
- 4.14. any effect of nuclear origin or caused by any source of ionizing radiation;**
- 4.15. your intentional acts or fraudulent offences, including suicide and attempted suicide;**
- 4.16. your consumption of alcohol, drugs or any narcotics listed in the Code of Public Health and not medically prescribed.**

5. WHAT TO DO IN THE EVENT OF A CANCELLATION OCCURRENCE

You must inform us of your claim as soon as the occurrence preventing you from travelling arises:

by using the Elvia webpage set aside for that purpose, which you can reach by a link from the voyages-sncf.com website.

From the website, you can click through to the claim statement section of the ELVIA website. All you then need to do is complete the "Refund application" form presented to you.

The form will indicate the information required for your refund application file.

The onus will be on you to provide any information and any documents required for the statement and serving as grounds for your cancellation.

You must return the original unused travel ticket(s) to ELVIA.

Should the reason for your cancellation be medical, you may, if you so desire, send medical documents in a confidential letter, for the attention of the ELVIA Medical Department.

ADMINISTRATIVE PROVISIONS

1. PROVISIONS GOVERNING APPLICATION, EFFECT AND END OF THE GUARANTEES

The contract must be entered into on the date of your booking.

The guarantee takes effect at noon on the day following payment of the premium, and ends upon departure of the train.

2. CUMULATIVE INSURANCE COVER

If you are covered by other insurers for the same guarantees, you must inform us and indicate their contact information and the scope of their guarantees, in compliance with article L 121-4 of the French Insurance Code.

You may send your claim for compensation to the insurer of your choice.

These provisions do not concern assistance services.

3. SUBROGATION IN YOUR RIGHTS AND SUITS

In compensation for the payment of damages and up to the amount of such damages, we become the holders of any rights and suits you may have held against any party having caused the claim situation, in compliance with article L 121-12 of the French Insurance Code.

If we cannot undertake such action owing to behaviour on your part, we may be released from all or part of our obligations with respect to you.

4. PENALTIES APPLICABLE IN THE EVENT OF AN UNTRUTHFUL DECLARATION AT THE TIME OF APPLICATION

Any reticence or untruthful declaration, any omission or incorrectness in the declaration of the risk will be punished in compliance with the provisions of articles L 113-8 and L 113-9 of the Insurance Code:

- **in the event of bad faith on your part:** by voidance of the contract;
- **should bad faith on your part not be established:** by a reduction of the compensation paid in the same proportion as the premium actually paid compares with the premium that would have been owed, had the risk been completely and precisely declared.

5. PENALTIES APPLICABLE IN THE EVENT OF AN INTENTIONALLY UNTRUTHFUL DECLARATION AT THE TIME OF FILING THE CLAIM

Any fraud, reticence or intentionally untruthful declaration on your part as to the circumstances or consequences of an occurrence will result in the loss of any entitlement to compensation or damages for the said occurrence.

6. PRESCRIPTION

Any proceedings arising from the insurance contract will be time-barred after a period of two years as from the date of the occurrence giving rise thereto, in compliance with the terms of articles L 114-1 and L 114-2 of the Insurance Code.

The prescription period is broken in particular should a registered letter with acknowledgement of receipt be sent by our company to the insured concerning a suit for the payment of the premium, or should the insured send a registered letter with acknowledgement of receipt to our company concerning the payment of compensation, or should a surveyor be appointed following an occurrence.

7. ASSESSMENT OF DAMAGES

The causes and consequences of the occurrence are assessed by mutual agreement, failing which an amicable survey will be performed, subject to our respective rights.

Each of the parties appoints a surveyor. Should the surveyors thus appointed fail to come to an agreement, they will be joined by a third surveyor: the three surveyors work together and on a majority-vote basis.

Should either party fail to appoint a surveyor, or should the two surveyors fail to agree on the choice of the third surveyor, the appointment will be made by the President of the County Court of the place of residence of the policy-holder.

The appointment is made following a simple request signed by both parties or by one party only, provided that the other party was summoned by registered letter.

Each party will cover the expenses and fees of its surveyor, and, if required, half of the fees of the third surveyor.

8. TIME REQUIRED FOR THE SETTLEMENT OF CLAIMS

Provided that you have submitted all the required documents, your compensation will be paid within 10 days following the agreement between us or the enforceable legal ruling.

9. TERMS FOR THE CONSIDERATION OF CLAIMS

Should any difficulties arise, first contact your usual correspondent. Should you not be satisfied with the reply provided, you may send your claim to:

ELVIA, Direction Technique / Gestion des réclamations
(Technical Department / Claims management)
153, rue du Faubourg St-Honoré - 75381 Paris Cedex 08

Should the disagreement continue after the reply provided by our company, you may ask for the opinion of the Ombudsman.

Further information on how to contact the Ombudsman will be provided upon request to the address indicated above.

10. ELVIA'S ADDRESS

ELVIA elects address for service at the head office of its French branch:

153, rue du Faubourg St-Honoré
75381 Paris Cedex 08

Any disputes which may arise against ELVIA within the framework of the present contract will be referred only to the French courts entertaining jurisdiction, and any writs or notices are to be sent to the address indicated hereinabove.

11. FRENCH DATA PROTECTION ACT

In compliance with Data Protection Act 78-17 of January 6, 1978, you may obtain and correct any information concerning you that we may have on file, by contacting our head office in France.