

CANCELLATION INSURANCE FOR ON-LINE SALES

The aim of the coverage underwritten with MONDIAL ASSISTANCE INTERNATIONAL – N° 303 737, through SIACI SAINT HONORE, is to protect you against all hazards (professional and/or private) before your holiday and to cover the reimbursement for your ski lessons and ancillary services.

1. DEFINITION OF THE INSURANCE

The persons insured are the persons enrolled in ski classes by the policyholder, hereafter referred to as “you”. **These persons must reside at an address in the European Union.** This address must be the principal and usual domicile (legal and fiscal)

2. SCOPE OF THE CANCELLATION INSURANCE

The cancellation insurance takes effect on the day of your registration for the ski classes and expires when the classes start.

3. INSURED EVENTS IN CASE OF CANCELLATION :

The insurance applies after the following events:

3.1 Permanent or temporary disablement :

- For you, your legal or common-law spouse, your ascendants or descendants and those of your spouse,
- Your brothers, sisters, brothers in law, sisters in law, sons in law, daughters in law, fathers in law, mothers in law, legal guardian, and anyone under your legal guardianship.

Directly consequential to:

- A sickness or an accident,
- Any troubles of pregnancy until the 28th week,

You will have to bring all evidence to justify the permanent or temporary disablement.

3.2 The death of :

- Yourself, your legal or common-law spouse, your ascendants or descendants and those of your spouse,
- Your brothers, sisters, brothers in law, sisters in laws, sons in law, daughters in law, fathers in law, mothers in law, legal guardian , or anyone under your legal guardianship.

3.3 Any other fortuitous event, of whatever nature, which constitutes an immediate obstacle, real and serious, preventing you from leaving and /or from participating in the activities planned during your stay.

Fortuitous event means all circumstances which are sudden, unforeseen and beyond the control of the insured, and which justify the cancellation of the ski classes. The fortuitous event must be the direct cause of the cancellation of the departure.

You must demonstrate the reality of the situation giving right to indemnification.

3.4 The cancellation, for one of the events listed above (articles 3.1 to 3.3) of one or several persons registered at the same time as you and having taken out this insurance, if due to this cancellation you would be travelling by yourself or with only one other person.

However, for persons belonging to the same fiscal address, all of them are insured under this policy.

4. DEDUCTIBLE AND LIMIT

No deductible will apply except in case of «other fortuitous event” (article 4.3 above) Euros 20 per person will be deducted..

In all cases, the indemnity will be limited to Euros 1,500 per person and Euros 7,700 per event, whatever the number of insured persons.

5. REIMBURSEMENT OF THE SKI CLASSES AND SKI PASS

If, following an insured event, you have to cancel your ski classes, you will be reimbursed for 100 %, subject to the deductible (article 5), provided that the cancellation is notified less than 15 days before the beginning of the classes.

Any cancellation notified 15 days or more before the beginning of the ski classes will not be reimbursed except in the event of your death and /or that of your legal or common-law spouse, of your ascendants or your descendants.

You must notify us of the cancellation and the reasons for it by registered letter with acknowledgement of receipt within a maximum of 10 days after your holiday.

6. EXCLUSIONS

- **War or civil war, riots, civil commotions, strikes, hostage takings, handling of weapons,**
- **Your voluntary taking part in bets, crimes or fights, unless in self defence,**
- **The direct or indirect effects of radiation or any source of ionising radiations,**
- **Your intentional acts and serious offences, including suicide or attempted suicide**

- Your consumption of alcohol, drugs or any narcotic substances mentioned in the Public health code, and not medically prescribed,
- Any event for which the liability would attach to the tour operator in application of the law N° 92-645 of 13th July 1992 – Articles VI and VII setting out the conditions of the organization and sale of holidays or the liability of the carrier, notably due to air security and/or over booking,
- Your refusal to board the flight initially planned by the authorised organization,
- Any circumstances which only constitute a nuisance during your trip,
- Any sickness or accident which has occurred, been treated, or is the subject of a relapse or aggravation or hospitalization, between the date of booking and the date of arranging the insurance contract,
- Any non stabilized pathologies which have been the object of a notification or treatment within 30 days prior to booking the travel,
- Pregnancy and/or complications, after the 28th week, and in all cases, the termination of pregnancy, the delivery and in-vitro fertilization,
- Any failures of whatever nature, including financial, of the tour operator organizing your travel or the carrier which prevent them from performing their contractual obligations,
- Lack of or excess of snow, except when it occurs in the ski resort for which the booking has been made, between 15th December and 15th April and causes the closure of more than 2/3 of the ski-lifts, usually working on the resort of your holiday, during at least 2 consecutive days during the 5 days preceding your departure,
- Any epidemic and pandemic, local sanitary conditions, pollution, meteorological or climatic events,
- Natural catastrophes covered by the law N° 82-600 of 13th July 1982,
- Any criminal procedures against you,
- Any event occurring between the date of booking the ski classes and the date of arranging this insurance.