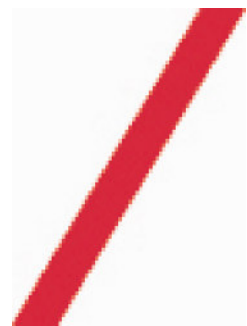


TRAVEL PACKAGE

27/0105912

Special Conditions
TRAVEL PACKAGE
LUXAIR AIRLINE

“Air ticket cancellation”



d'Assurance / **nei erfannen**



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Unless expressly stated otherwise by the present Special Conditions, the PRO W 01.2008 General Conditions are applicable

Definitions

Accident

An unintentional physical injury to the victim, resulting from the sudden action of an external cause and which prevents the latter from any travelling by his/her own means.

Insured party/Beneficiary

The person designated by name on the air ticket, who has paid the insurance premium.

Travelling companion(s)

The person who has booked and insured a trip jointly, including members of the travelling companion's family.

Domicile

The beneficiary's country of residence must be within the European Union

Illness

A deterioration in health confirmed by a generally accepted competent authority, preventing the victim from leaving his/her room (unauthorised exit), involving the cessation of any activity.

Family members

The spouse, legal or de facto partner, the parents, step-parents, step-children or stepsons or stepdaughters, brothers or stepbrothers, sisters or stepsisters, grandparents, grandchildren, unless, aunts, cousins, nephews and nieces.

If more than 6 people book a trip together, only the family members and their carers are covered.

Policyholder

The natural or legal person who signs the assistance contract.

Subscription

Journey reserved with LUXAIR, of which the dates and destination appear on the travel documents.

Territory covered

The insurance covers European Union and other countries to which LUXAIR operates.

Journey

Air ticket reserved through the travel organiser, of which the dates, destination and cost appear on the air ticket.

1. Air ticket cancellation cover

1.1. Purpose and amount covered

The **Insurance Company** guarantees insured parties reimbursement of the cancellation costs if:

- The return or single journey is cancelled before the departure date stated on the air ticket;
- The return part of the journey is cancelled before the return date stated on the air ticket.

The above-mentioned reimbursements are limited to the LUXAIR's cancellation charges.

1.2. Commencement and duration of cover

This insurance cover takes effect from the date the policy is signed and ceases automatically when the flight is declared cancelled.

This insurance policy must be taken out **by the date when the trip is reserved via the AMADEUS site.**

The dates of departure (00:00 hrs) and return (24:00 hrs) are those indicated on the electronic ticket.

1.3. Cases covered by the insurance

- 1.3.1. In case of death of the Insured Party or an accident requiring more than 48 hrs of hospitalisation for the Insured Party or a member of the latter's family or travelling companion, a person residing at the same address as the beneficiary for whom he/she is legally responsible.
- 1.3.2. In case of illness of the **Insured Party**, his/her spouse, the person accompanying the **Insured Party** during the trip, a person residing at the same address as the beneficiary for whom he/she is legally responsible, certified medically as rendering such persons incapable of continuing the trip of the **Insured Party**.
- 1.3.3. In case of illness of the ancestors of the **Insured Party** certified medically and requiring the presence of the **Insured Party** at their bedside.
- 1.3.4. In case of death or accident requiring more than 48 hrs of hospitalisation, of the professional locum or a person responsible for looking after the beneficiary's under-age or handicapped child, provided such persons were designated by name when the trip was booked.
- 1.3.5. In case of complications occurring during the pregnancy of a female Insured Party, a male Insured Party's spouse (legal or de facto), a parent or 1st-degree relative of the Insured Party, a person accompanying the Insured Party during the trip.
- 1.3.6. Pregnancy of a female Insured Party or her travelling companion, provided that the trip was planned during the last 3 months of pregnancy and that the pregnancy was not known about when the trip was booked.

- 1.3.7. In case of serious problems (imperatively requiring the presence of the Insured Party on the day of departure) which did not in evidence when the trip was booked and which were due to a fire, water damage or a storm damaging the latter's property.
- 1.3.8. In case the **Insured Party** is called upon for humanitarian aid or for a military mission, provided that the latter did not know about it when booking the trip.
- 1.3.9. In case the **Insured Party** is called upon
- as a witness in court or for jury service,
 - for reasons relating to the adoption of a child,
 - for reasons relating to an organ transplant.
- 1.3.10. In case of theft of identity documents or a visa, refusal by the authorities of the destination country to issue a visa, provided that LUXAIR was warned within 48 hours of that refusal being announced to the Insured Party.
- 1.3.11. In case the insured party is required to be present at the signing of a new contract of employment.
- 1.3.12. In case of cancellation of the contract of employment (except for cancellation due to serious misconduct) notified by the employer to the **Insured Party** or to one of the members of his family living under the same roof, insured by this contract and mentioned on the same travel/confirmation document, on condition that this situation was not known when the policy was taken out.

1.4. Obligation in case of claim

The Insured Party must in all cases inform the Insurer of any other insurances covering the same risk as the present contract, and concerning the cancellation cover:

- Immediately warn the organiser of the cancellation as soon as an occurrence that could prevent departure is known;
- Warn the **Insurance Company** in writing within 5 days following announcement of the cancellation. The **Insured Party** must carefully complete the "Declaration of Cancellation" form with **medical report** and send it without delay to the **Insurance Company** accompanied by documentary proof.
- Send the **Insurance Company** any useful information without delay, and in any case within 30 days; answer any questions asked in order to determine the circumstances and the extent of the claim.
- Take any measures necessary to prevent and limit the consequences of the claim.
- If the **Insurance Company** considers it necessary, an **Insured Party** who instigates the cancellation must furthermore submit to a medical examination conducted by a doctor appointed by the **Insurance Company**.

1.5. Claims

The declaration of cancellation must be issued in writing and shall be accompanied by documentary proof. The date of receipt of the declaration shall serve as proof and shall count for establishing the cancellation period, although the day of departure is not counted.

1.6. Compensation

A maximum of €180 per person shall be paid to compensate for the cancellation charges. **The insurance premium and visa charges are not reimbursable.**

1.7. Exclusions

The exclusions of Art. 5 of the PRO General Conditions are applicable.

The following are also excluded from the insurance cover:

- 1.7.1. The abusive use of alcohol (inebriation, alcoholism), of medicines, drugs or narcotics;
- 1.7.2. Psychotic, mental or nervous illnesses not requiring more than 7 days' hospitalisation or which are not certified by a psychiatric doctor.
- 1.7.3. Deliberate acts.
- 1.7.4. Accidents resulting from participation in wagers, crimes, brawls (except for legitimate self-defence).
- 1.7.5. Pollution of the natural environment and natural catastrophes.
- 1.7.6. Strikes, wars and civil wars, civil unrest, popular movements, terrorist acts, bacterial or chemical attacks, any effect of radioactive radiation, as well as the deliberate failure to observe official interdictions.

2. Exclusions

2.1. Exclusions common to all items covered by the policy

The following are not covered and will not be reimbursed:

- costs known about before departure abroad (local accommodation costs, etc.);
- The normally foreseeable detrimental consequences of an act of commission or omission of which the Insured Party is guilty;
- Events provoked by a deliberate act, by suicide or attempted suicide committed by the Insured Party;
- Events resulting from war, general mobilisation, a requisitioning of men and materials by the authorities, terrorism or sabotage, or social conflicts such as strikes, lock-outs, civil unrest or popular movements, unless the Insured Party can demonstrate that he/she did not participate in such events;
- Nuclear accidents as defined by the Paris Convention of 29 July 1960 or resulting from radiation coming from radio-isotopes;
- Participation in competitions or training courses for such competitions; the practice of competitive sports involving the use of motor vehicles; the professional practice of any other sports and the practice of any sports considered to be dangerous;
- The cover that cannot be provided due to force majeure or the action of government unhampered by legal considerations;
- Any costs not explicitly stated as being covered by the policy;