TRAVEL PACKAGE

27/0105912

Special Conditions TRAVEL PACKAGE LUXAIR AIRLINE

"Air ticket cancellation" and "Luggage insurance"

d'Assurance / nei erfannen

INDEX

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. Luggage insurance and miscellaneous cover

2.1. Scope of the cover

2.1.1. The purpose of this insurance is to cover the **Insured Party** up to the amount insured against the destruction, theft or loss of all or some of his **luggage**, as well as against any damage caused thereto outside the **Insured Party's** customary residence and due to any fortuitous circumstance occurring during the planned journey and during the sojourn relating thereto. The insurance covers the **luggage**, including carried objects, which the **Insured Party** is carrying with him/her for personal use, up to the amount provided per person under the Special Conditions of LUXAIR S.A.

2.1.2. For luggage entrusted to others

- In case of loss, total or partial damage to luggage entrusted to a transporter, an accommodation establishment or a left-luggage office;
- In case of non-delivery at the holiday location on time – i.e., on the same day as the insured person or with a minimum delay of 12 hours – for the purchase of essentials up to 25% of the basic insured capital, without extras (please attach the original purchase bills to the luggage claim declaration).

Photographic devices, cameras and portable computers, as well as their accessories, are only insured in the registered luggage if they were in a closed and locked suitcase.

2.1.3. For luggage under the supervision of the insured party – in case of loss, total or partial damage resulting from:

- Criminal acts (theft, for example)
- Accidents in which the insured person suffers a severe injury or a transport accident (a road accident, for example)
- A fire or events resulting from the behaviour of the elements (floods, for example)

2.2. Cover limits

2.2.1. The capital insured is set at a value of:

- €1,250

2.3. Obligations of the Insured Party

The **Insured Party** must, on pain of the cover being reduced, take all the usual measures regarding the safety of the objects covered in every respect; inform the Luxair guide and ask for a luggage claim declaration form, fill in the form and send it to the Insurer, attaching all the documents required within 7 days of returning home in the case of damaged luggage and within 21 days in case of loss.

In case of **damage** or loss by the airline company:

- Immediately draw up a PIR (Property Irregularity Report) at the airport's Lost & Found office;

- Produce the air ticket, luggage label and boarding card.

- In the case of damage or theft during public transport or during the sojourn

Damage

- Draw up a joint report with the company (hotel transport co., left luggage, etc.), immediately have a report drawn up by the competent authorities or by the person responsible, make a copy of the statements and attach witness testimony if possible.
- Keep the damaged object so that you can present it to the Insurer if requested to do so.
- Keep the paid repair invoice.

Theft

- Immediately have a report drawn up by the local police of the area where the theft took place with a detailed description of the circumstances at the origin of the claim, mentioning all the facts, the objects stolen, the traces of breaking and entering or traces of physical violence, demand a copy of the certificate and attach witness testimony if possible.
- Keep the original paid purchase bills.

2.4. Compensation

2.4.1. Compensation will be made without applying a rule of proportion.

The **Company** reserves the right to repair or replace all or some of the damaged or vanished objects. No replacement or repair can be made at the expense of the **Company** without prior agreement.

2.4.2. Sports items, such as skis and surfboards, are covered by the insurance.

If the objects covered by the policy consist of pairs or groups of objects, such as cufflinks, earrings, skis, etc. insured for their total value, the value of each object will be calculated by dividing the total value by the number of objects comprising the pair or group.

In the case of loss, destruction, theft or damage, the **Company** will settle the claim using that value as the basis and not take account of the depreciation that might occur because the pair or group is no longer complete

.

2.5. Exclusions

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

The following are also excluded from the insurance cover:

2.5.1. Damage caused by depreciation, slow or natural deterioration, humidity, mites, worms or parasites, wear and tear and damage resulting from a defect in the insured object itself or from any kind of cleaning, repair or restoration process;

2.5.2. Damage caused to watches, clocks or other devices resulting from the efforts of the Insured Party to forcibly put them together again;

2.5.3. Any kind of mechanical damage not resulting from an obvious accident, scratches and bumps;

2.5.4. Cash, banknotes, shares, travel tickets, stamp collections and securities of any kind;

2.5.5. Jewellery is not covered if it is was put in the registered luggage;

2.5.6. The breakage of fragile objects such as clocks, porcelain, glass, musical instruments, unless this is the result of a fire, theft or an accident in the transport used;

2.5.7. The breakage or loss of spectacles, contact lenses, medical devices or prostheses in general;

2.5.8. Objects forgotten, mislaid, lost in non-fortuitous circumstances;

2.5.9. Fine pearls and precious stones that fell out of their mounting;

2.5.10. Objects left unattended in a public place – however, objects deposited in left luggage lockers at stations, airports, sea or river ports are insured even if those lockers are not supervised;

2.5.11. The consequences of a theft occurring while staying in an unguarded or unenclosed campsite, or committed during the night on a vehicle (unless the vehicle itself was stolen at the same time) or on an unlocked vehicle.

2.5.12. Apart from the exclusions listed in the Special and General Conditions the cover offered under the present policy does not include computer viruses, hackers, the loss of computer data, the degradation of computer media, software or programs, or any alteration of computer data.

3. Exclusions

3.1. 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;