

# CANCELLATION INSURANCE FORM



CENTRE AXA FLUVIAL - CANCELLATION INSURANCE SUBSCRIPTION FORM  
to be completed and addressed to: Nicols Boating Holidays - PO Box 976 - Portsmouth - PO6 9EE  
Informations subscription: ☎ 02392 401 320 - ✉ nicols@nicols.com - www.boat-renting-nicols.co.uk

In order to be valid, the subscription application must reach NICOLS® simultaneously with the booking.

Surname:  First name:   
Address:   
  
Postal Code:  Town:  Country:

## → CRUISE REFERENCES

Departure base:  Departure date:   
Returning base:  Returning date:   
Type of boat:

## → THE GUARANTEES ARE ONLY ACQUIRED TO THOSE PERSONS NAMED BELOW ON THE APPLICATION FORM

(Please write in capital letters)

Surname: <input type="text"/>	First name: <input type="text"/>
Surname: <input type="text"/>	First name: <input type="text"/>
Surname: <input type="text"/>	First name: <input type="text"/>
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Surname: <input type="text"/>	First name: <input type="text"/>
Surname: <input type="text"/>	First name: <input type="text"/>

→ PRICE:  
The amount of the insurance premium is 5% of the rental price (non-discounted rate) with a minimum premium of €50.  
That to say: ..... x 5% = ..... €  
**ATTACH TO THIS FORM: payment for your insurance premium.**

Date and signature (compulsory)  
Date \_\_ / \_\_ / \_\_\_\_

## → DESCRIPTION OF GUARANTEES

**Cancellation insurance is applicable up to the day before departure and for a river cruise of a maximum duration of 90 days.**

When you are obliged to cancel your boat rental before departure, we will reimburse you, for a maximum amount of €6,100 per person and €30,500 per event, the cancellation fees incurred on the day of the Claim (advance payments, deposits or any sum retained by NICOLS®) in accordance with the general terms

and conditions of sale of the rental (excluding registration fees, taxes, visa fees and insurance premiums related to the trip and after deduction of any refunds or compensation granted by NICOLS®).

This guarantee is only applicable in the event of Complete Cancellation of the Rental.

An excess of €100 remains at the expense of the Insured for any guaranteed cancellation.

(Continued overleaf)

# CANCELLATION INSURANCE FORM



## REASONS:

We intervene for the reasons and under the circumstances listed below, to the exclusion of any other:

- **SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH (including worsening of prior illnesses and after-effects from a previous accident):**
  - > concerning you, your spouse or common-law partner or one of the persons accompanying you, provided that they appear on the same invoice for this insurance policy,
  - > concerning your relatives and/or those of your spouse or those of the person accompanying you, provided that this person appears on the same invoice for this insurance policy,
  - > concerning your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law,
  - > concerning your professional replacement, provided that his/her name is mentioned when registering for the Trip,
  - > concerning the person charged, during your Trip:
    - with the custody and care of your children (minors), provided that their names are mentioned when the policy is taken out,
    - with the custody and care of a disabled person, provided that the disabled person in question lives under the same roof as you and that you are their legal guardian, and that the name of the person charged with their custody is mentioned when the policy is taken out.

Insurers only intervene if the illness or accident formally prohibits the individual concerned from leaving the home, requires medical care and prevents them from carrying out any professional or other activity.

- **ILLNESS:** if one of the passengers mentioned on the application form is ill with COVID-19 (to the exclusion of trip cancellation in the event of one of the passengers being simply declared a "contact case"). Cancellation Insurance is activated if the illness formally prohibits leaving home, requires medical attention and prevents any professional or other activity. If these conditions are not met then the insurance claim will be declined.

- **PREGNANCY-RELATED COMPLICATIONS:** Which result in the absolute cessation of any professional or other activity and provided that at the time of departure the person is not more than 6 months pregnant.

- **ECONOMIC REDUNDANCY**

- > of yourself, of your spouse.

The decision or notice to attend the preliminary meeting is not known at the time of booking your rental or taking out this policy.

- **A COURT SUMMONS**, only in the following cases:

- > when you are summoned to appear as a Juror,
- > in the context of a child adoption procedure,
- > in the event of the appointment of an expert requiring your presence.

The date on which you are convened must coincide with the period of your Trip.

- **CONVOCATION TO RE-SIT AN EXAM**

Following a failure not known at the time of booking the Trip (higher education only), said examination must take place during the period of your Trip.

- **DESTRUCTION OF BUSINESS AND/OR PRIVATE PREMISES**

Having occurred after the signing of this policy, as a result of fire, explosion, water damage or theft, requiring the insured to be present the scheduled day of departure.

- **JOB TRANSFER, MODIFICATION OR REFUSAL OF THE DATES OF PAID LEAVE BY THE EMPLOYER**

Leave must be approved by the employer before registering for the Trip. The following socio-professional categories are excluded from this guarantee: company managers, directors, freelancers, craftsmen, retailers and entertainment workers. A 20% excess remains at your expense.

The transfer must be imposed by your hierarchy and not requested by you, to the exclusion of company managers, freelancers, craftsmen and entertainment workers.

- **REFUSAL OF A TOURIST VISA BY THE COUNTRY'S AUTHORITIES**

Provided that no previous application has been made and refused by the authorities of the same country. Justifying documents will be required from the Embassy.

- **A JOB OR INTERNSHIP PROPOSAL IF THE INSURED IS SIGNED ON AS UNEMPLOYED (EMPLOYMENT CENTRE)**

Starting before or during your Trip.

## EXCEPTIONS:

For all other cases not mentioned above. Similarly, we cannot intervene if the Cancellation is the result of:

- > Accidents or illnesses that have been the subject of an initial observation, treatment, relapse, deterioration or hospitalisation between the date of purchase of the trip and the date of taking out the insurance policy;
- > Illness requiring psychological medical care and/or psychotherapeutic treatments, including nervous depression not requiring hospitalisation or hospitalisation lasting up to 3 consecutive days;
- > Voluntary terminations of pregnancy, their after-effects and complications;
- > Cosmetic procedures, treatments, in vitro fertilisation;
- > Cancellations resulting from routine check-ups and observations, including missed vaccinations;
- > Cancellations due to the non-presentation, for any reason whatsoever, of any document essential to the trip;
- > Delay in obtaining consular items (passport, visa, national identity card, authorisation to leave the country);
- > Participation in or training for competitions;
- > Additionally, insurance cover will not apply if the person instigating the cancellation is hospitalised at the time of booking the trip or taking out the insurance policy.

## EXCLUSIONS COMMON TO ALL GUARANTEES:

This policy does not cover, independently of the exclusions listed above, damage resulting from:

- > Foreign war, civil war, revolution, riot or popular movement;
- > The voluntary participation of an insured person in riots or strikes,
- > Disintegration of the atomic nucleus or any irradiation from ionising radiation,
- > Alcoholism, drunkenness, use of medication, drugs or narcotics not medically prescribed
- > An act intentionally caused or incited by persons having the status of insured, or with their complicity, and which may incur the guarantee of the policy,
- > Participation in a fight (except in the case of legitimate defence), a riot or popular movement, strike, lockout or other similar act.

## INSURANCE CLAIM:

- > The insured must notify the rental company by registered letter as soon as they become aware of the reason for the cancellation of their trip.
- > The rental company will notify the insurance company within five working days.

*If these obligations are not fulfilled and the trip is subsequently cancelled, the insurance company will only refund cancellation fees as of the initial manifestation of the illness or accident or other reason giving rise to cancellation, in compliance with the cancellation scale featured in the cruise's general terms & conditions of sale (and specified herein).*

## YOUR OBLIGATIONS IN THE EVENT OF A CLAIM:

To avoid forfeiture of compensation rights, the declaration to the insurers must be accompanied by justifying documents, and in particular:

- > In the event of illness or accident: a medical certificate issued by the general practitioner or specialist specifying the origin, nature, severity and foreseeable consequences of the illness or accident. It must imperatively be enclosed in a sealed envelope for the attention of the AXA Insurance Company's medical advisor, in respect of whom the beneficiary must release their doctor from doctor-patient confidentiality;
- > In the event of death: a certificate or civil status document;
- > Any document, bill, prescription or medical leave that may be requested subsequently by the Company;
- > Notice of economic redundancy, work certificate and employment centre registration;
- > Letter of convocation before the court;
- > Any other justifying document related to the reason for cancellation.

In the event that no justification can be provided, the guarantee cannot be applied. Only members featured on the crew list in the appendix of this document are beneficiaries of the cancellation plan. In the event of a change to the passenger list after sign-up to the cancellation plan, newly registered persons will not be covered.

Must also be included:

- > the original of the settled bill that the Insured is bound to pay to the rental company for the trip,
- > the application form and signed contract for the TRIP CANCELLATION insurance provided by the rental company,
- > in the event of an accident, the cause(s) and circumstance(s), as well as the names and addresses of those responsible and witnesses.

To avoid forfeiture of compensation rights, it is agreed in advance that the insured accepts the principle of a visit by the Company's medical officer.