

Rail Safeguard Plan for Printed Passes (non M-Passes)

Description of Coverage

Agreement:

ACP Rail International will reimburse the holder(s) named on the Rail Pass issued by ACP Rail International for theft or accidental loss of Rail Pass, subject to Exclusions, Conditions and Limitations listed below.

The Rail Pass & Ticket Safeguard Plan is non-refundable, non-exchangeable and non-transferable once it has been issued.

Loss: Loss means the theft or accidental loss while traveling of the Rail Pass.

Conditions

- (1) Each claim will be reimbursed for up to the unused value of the original lost or stolen pass to the Individual who paid for the coverage and met all requirements as described herein.
- (2) The holder is responsible for the safety, security and supervision of the Rail Pass.
- (3) The holder must file a police report within 24 hours of the loss and submit a copy with the claim.
- (4) The holder must purchase either a replacement Rail Pass or point-to-point Rail Tickets. (Air and bus tickets do not apply.)
- (5) Notice of any claim must be given to ACP Rail International within 30 days of your return home. Submit a notarized written report with the claim that includes the holder's name, the date of validation, the original police report and your airline tickets (travel destination to home).
- (6) All original receipts showing amounts paid for Rail Pass issued by ACP Rail International or an authorized outlet, including replacement pass/train ticket receipts must be submitted to validate claim.
- (7) If any claims made under this program are covered by any other valid and collectable insurance or indemnity, ACP Rail International will only pay the difference between the amount paid under the other policy and the total amount which would otherwise be payable under this program.

No claim can be processed if any of these are missing: the original receipt, the replacement receipt, the airline ticket (travel destination to home) or the police report.

Effective period:

The Rail Pass & Ticket Safeguard Plan is strictly limited to loss or theft occurring in the destination country.

Limits of Liability:

The limit of the Program Providers Liability shall be the lesser of the cost of a replacement pass (s) or the unused portion of the Rail Pass which is calculated by the total number of valid days allowed within the Rail Pass duration less the valid days used. Replacement costs of Tickets will be the lesser of the original purchase or the cost of purchasing a replacement ticket in the respective country.

The Rail Pass & Ticket Safeguard Plan does not cover the costs of direct reservations.

The loss date shall be the date on which the holder first became aware of the loss of the Rail Pass or the date 24 hours prior to the reporting of the loss to the police.

In the event that a lost or stolen Pass is found after a claim has been submitted, the Pass should be returned without delay to ACP Rail International.

Any fraudulent claim or forging of documents in respect to a claim is prohibited and the offender(s) shall be prosecuted.

Exclusions:

The Rail Pass & Ticket Safeguard Plan does not offer coverage for:

1. Product(s) lost prior to your departure.
2. E-tickets (Print at Home Tickets on Departure) lost or stolen during travel.
3. Rail Passes, Tickets and Seat Reservations purchased through a vendor other than ACP or its retail partners.
4. Air Tickets, Bus Tickets, City Passes and Tours.

This program does not apply to any loss caused by:

- a) Rail Pass not in the holder's actual possession at the time of loss.
- b) Any dishonest, fraudulent or criminal act by the holder.
- c) Damage due to wear and tear and deterioration.
- d) Delay or detention or confiscation by Customs Officers or Railway Officials or Police or other Security Officers.
- e) War, invasion, act of foreign enemy or terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Filing a Claim:

For instructions, call ACP Rail International, at 1 (514) 733-5247 or write to ACP Rail International, Customer Relations Department, 8375 rue Bougainville, Suite 100, Montreal, Quebec, Canada, H4P 2G5.

All claims must be accompanied by the appropriate documentation listed in the conditions above. Terms and Conditions for the Rail Pass & Ticket Safeguard Plan are subject to changes without notice. This program is administered by ACP Rail International and can be cancelled at any time.

Passes issued prior to the cancellation date will still be covered by the program.

Note: Travelers are responsible for ensuring that they have all necessary visas and appropriate travel documents prior to their departure.

Rail Safeguard Plan for M-Passes

ACP Rail International ("ACP") presents to you its Rail Safeguard Plan (RSP) for all M-passes products issued through our systems. This plan protects you in the event of trip cancellation and trip interruption. Please review the terms and conditions below for full details.

Applying for a Cancellation to an M-Pass under the Rail Safeguard Plan

M-Passes are only eligible for cancellation and subsequent refund if they have not been activated. Once an M-Pass has become activated for use, regardless if it has been used for travel or not, it is no longer eligible for cancellation. As such, partially used M-Passes cannot be cancelled and are not eligible for partial refunds.

Seat Reservations bought in conjunction with an M-Pass are not covered by the RSP. Seat Reservations are non-Refundable.

If the M-Pass has not been activated and a valid RSP has been bought in conjunction with the M-Pass, the following steps must be followed for cancellation and refund:

Customers will be given a full refund to the original form of payment with no penalty and equal to the value of the M-Pass in question when the below stipulations are met:

- 1) Request for Rail Safeguard Plan cancellation must be sent to the original office where the purchase was made or via e-mail to the ACP Help Desk at info@acprail.com.
- 2) Once the cancellation request has been reviewed, travellers will be notified by email on the status of their request and if their M-Pass has been deemed activated or not. If the above conditions are met, we will proceed to the refund as mentioned above.

Applying for a Refund in the case of Interruption under the Rail Safeguard Plan

If while traveling abroad, your trip is interrupted or stopped due to a rail strike or inclement weather causing the railway to stop operating, you will be reimbursed for the value of the unused travel day of your M-Pass.

In the event that an M-Pass holder experiences a trip interruption and the full travel day could not be used as a result, the traveller must possess a corresponding seat reservation stamped by the railway as being unused in order to support that the M-Pass could not be used on that travel day. ACP will also accept any other relevant proof i.e. Hotel reservation, attraction voucher etc. issued prior to the planned date of travel. In the event the rail pass travel day was partially used, no refund is possible for that travel day.

Customers will be given a reimbursement for the value of the unused travel day of the M-Pass to the original form of payment when the below stipulations are met:

1. Requests must be sent to the original office where the purchase was made or via e-mail to the ACP Help Desk at info@acprail.com.
2. Once the request has been reviewed and once the M-Pass interruption has been investigated with the railway, travellers will be notified by email on the status of their request.
3. Refund requests due to strikes and inclement weather while traveling abroad must be received within thirty (30) days of the traveller's return home.

The Rail Safeguard plan protection does not apply for any other types of interruptions including holidays, missed connections, acts of terrorism, acts of rebellion, military action, or Acts of God. We encourage travelers to take travel insurance to cover for such events.

More details for submitting a request:

All Rail Safeguard Plan requests for M-Passes will be processed within 14 business days upon receiving the initial request.

The timeline to receive one's refund will vary depending on the country of residence and the bank or form of payment's processing time.

Further Stipulations for both types of Rail Safeguard Plans:

ACP's Rail Safeguard Plan is non-refundable and non-exchangeable.

Any claims made under false pretences will be void and no benefits will be available. All information given to ACP regarding the claim will be truthful, accurate and complete.

Only ACP is allowed to make changes to the Rail Safeguard Plan.

Should the traveller already have benefits similar to the Rail Safeguard Plan from another program, please consult the terms and conditions of that product before purchasing the Rail Safeguard Plan.

The Terms and conditions for the Rail Safeguard Plan are governed by the laws of Quebec, Canada. If no amicable settlement can be reached, all disputes concerning it will come under the jurisdiction of Quebec, Canada.

Please print or keep a copy of these Terms & Conditions with your travel documents.

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