assur-travel

GENERAL TERMS & CONDITIONS

Insurance & Assistance



Colibri Travel Insurance

Insurance contract N° Seyna ikmm7p

Insurance Contract N° Tokio Marine HCC FR010600TT

Assistance contract N° Tokio Marine HCC FR010599TT

Applicable law and language used: the Insurance contract is governed by French law.

Seyna

TOKIO MARINE HCC



SPECIFIC CONDITIONS

**The cover you have taken out is shown on the application form issued when you took out the policy.
Please refer to this document for details of the corresponding cover.**

OBLIGATIONS FOR REPATRIATION ASSISTANCE COVER

It is imperative to contact the assistance service before any medical consultation or hospitalisation. Only a telephone call from the beneficiary at the time of the event will enable assistance services to be implemented. No reimbursement will be made for services that have not been organised or accepted by the assistance provider.

HOW TO CONTACT OUR ASSISTANCE SERVICE?

24/7 service
TOKIO MARINE HCC/MUTUAIDE ASSISTANCE
126, rue de la Piazza CS 20010 - 93196 NOISY-LE-GRAND CEDEX

By telephone from France : 01 48 82 62 35
By telephone from abroad : 33.1.48.82.62.35 preceded by the local access code to the international network
By fax : 01 45 16 63 92

To enable us to intervene in the best possible conditions, please remember to gather the following information, which you will be asked to provide when you call:

- The name and number of the contract to which you are attached
- Your first and last name,
- Your home address,
- The country, town or city in which you are located at the time of the call.
- The exact address (number, street, hotel, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

On the first call, you will be given an assistance file number. You should always quote this number in all subsequent dealings with our Assistance Service. ASSISTANCE SERVICES CAN ONLY BE PROVIDED IF THE BENEFICIARY CALLS US AT THE TIME OF THE EVENT.

OBLIGATIONS IN THE EVENT OF CANCELLATION

**You MUST cancel as soon as a medical problem affecting you or one of your relatives arises, and which could, as a result, cause you to lose your job.
which could immediately or subsequently prevent your departure.
Under penalty of cancellation, the insured or his/her beneficiaries must notify the Insurer and his/her travel agent simultaneously of the claim within five days of becoming aware of it, except in the case of fortuitous events or force majeure.**

**DON'T FORGET TO CANCEL AT THE FIRST SIGN OF TROUBLE
If you cancel late, we will only be able to cover the cancellation costs
payable on the date of the event, and you will remain your own insurer for the difference.**



Information notice for optional group non-life insurance policy n°ikmm7p «Voyage- Assur Travel» (hereinafter referred to as the «Policy») underwritten by:

- Assur Travel, a SASU with capital of €100,000 whose registered office is at 99 rue Parmentier 59650 Villeneuve d'ascq, registered with the Lille Métropole Trade and Companies Register under no. 451 947 378 and with the ORIAS under no. 07 030 650 (hereinafter the «Policyholder»).
- with Seyna, SA with a capital of 1.115.800,42 € whose registered office is located 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered with the RCS of Nanterre under the n°843 974 635, company governed by the insurance code (hereafter «Seyna» or the «Insurer»);
- distributed by the travel agency or tour operator (whose legal details are given in the application form) as an insurance intermediary on an ancillary basis in accordance with the conditions set out in Article L513-1 of the French Insurance Code (hereinafter the «Distributor»);
- and managed by Assur Travel (hereinafter the «Managing Broker»)

The Insurer and the Managing Broker are subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest 75436 Paris Cedex 09.

The Managing Broker is appointed by the Insurer to manage enrolments, claims and claims under the Contract.
The Managing Broker can be contacted in the following ways:

by e-mail : contact.gestion@assur-travel.fr
by post :

ASSUR-TRAVEL
ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier
59650 Villeneuve d'Ascq

Monday to friday from 09h00 to 12h30 am & from 1h30 to 6h00 pm
Tel : 03.20.30.74.12



GENERAL CONDITIONS FOR CANCELLATION / INTERRUPTION OF STAY / LATE ARRIVAL

CONTRACT SEYNA N° ikmm7p

1. DEFINITIONS

Serious accident:
A sudden and fortuitous event affecting the Insured, unintentional on his/her part, resulting from the sudden action of an external cause and certified by an authorised medical authority and preventing him/her from travelling by his/her own means.

Member:
The natural person of legal age who has purchased a Trip and subscribed to the Insurance Contract and who is identified as such on the Membership Certificate.

Late arrival:
Arrival at the place of travel more than 24 hours after the scheduled start date of the guaranteed rental, as shown on the booking form.
It is caused by an unforeseeable, irresistible event beyond the Insured's control, and occurs during the Outward journey (by road, rail, including connections, or air) between the Insured's Home and the place of Travel.

Insured:
The member.

Credit card insurer:
The insurance company with which the Member has taken out his travel cancellation insurance contract using his credit card.

Medical Authority:
Any person holding a valid medical or surgical diploma in the country where the Serious Bodily Injury or Serious Illness is diagnosed. The Medical Authority must be a Third Party to the Insured.

Luggage:
Travel bag or suitcase containing the Insured's Personal Objects.

Natural disaster:
Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent and recognised as such by the public authorities.

Enrolment certificate:
The document sent by e-mail by the Managing Broker to the Member to confirm their enrolment in the Contract.

Spouse:
The Membr's husband or wife, who is not legally separated, the cohabiting partner or any person who has signed a PACS (civil partnership) with the Insured and lives at the same Residence.

Domicile:
Your main and usual place of residence is considered to be your domicile, as shown on your income tax notice.

Missed departure:
The outward departure to the place of Travel is missed. It is caused by an unforeseeable, irresistible event beyond the control of the Insured, except in the case of a change of timetable caused by the carrier...

Epidemic:
Abnormally high incidence of a disease over a given period and in a given region.

Family:
Any person who can prove a family relationship (de jure or de facto) with the Member.

Guarantee:
The insurance guarantee relating to the Contract.

Group:
All the participants listed on the same travel registration form, made up of a minimum of ten (10) people.

Hospitalisation:
A stay of more than 24 hours in a hospital establishment, or a stay of less than 24 hours in the case of surgery with general anaesthetic.

Serious illness:
Any deterioration in health duly certified by a competent Medical Authority that formally prohibits leaving the Home and requires medical care and the absolute cessation of all professional activity (except for retired people and people who are unemployed) or other activity and entails a medical prescription.

Valuables:
Jewellery, pearls, precious stones, furs, watches worn, used, consigned or given to a carrier against a receipt, with a unit value of up to €600.

Personal items:
Cameras, camcorders, portable games consoles, multimedia players and laptops belonging to the Insured. Only Personal Objects with a purchase date of less than 3 years will be covered.

Pandemic:
Epidemic that develops over a vast territory, crossing borders and qualified as a Pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the Disaster occurred.

Quarantine:
Isolation of a person, in the event of a suspected or confirmed disease, decided by a competent local authority, with a view to avoiding a risk of the said disease spreading in the context of an Epidemic or Pandemic.

Claim:
Event liable to trigger the Guarantee.

Third party:
Any natural person outside the insurance contract.

Tribe:
All of the participants listed on the same travel application form, made up of at least five (5) people and a maximum of nine (9) people and attached to the Member's tax household within the meaning of the General Tax Code.

Flight:
Direct non-stop air travel, identified by a flight number, for which the Insured Flight Ticket has been purchased with a departure and/or arrival in France.

Tear rate
Rate applied by the Insurer taking into account the state of deterioration of the insured property as a function of the time elapsed.

Trip:
Minimum stay of one night booked with the Distributor. The stay may not exceed 90 consecutive days.



2. TERM & CONDITIONS OF MEMBERSHIP

2.1 WHO CAN JOIN THE CONTRACT?

Any natural person of legal age who has purchased a Trip from the Distributor.

For Cancellation cover in addition to the bank card: Any natural person over 18 years of age who has a multi-service bank card offering Travel Cancellation and Repatriation Assistance cover: Gold Mastercard, Visa Premier, Infinite Platinum, American Express Gold, excluding other types of bank card, and who has paid for their Trip using their bank card.

2.2 HOW DO I JOIN THE CONTRACT?

Any natural person of legal age who wishes to benefit from the Guarantee for the Trip purchased must subscribe to the Contract by giving their consent to the insurance offer at the same time as purchasing the Trip on the Distributor's website or by telephone from the Distributor or on site at the Distributor when booking their Trip or using their bank card, after having read the standardised information document, the information and prior advice sheet and this information leaflet and having accepted the terms thereof.
The invoice certifying payment of the purchase price, inclusive of all taxes, of the Tour must be kept on a durable medium.

2.3 PROOF OF MEMBERSHIP

The data in electronic form kept by the Insurer or any agent of its choice shall be deemed to have been signed by the Member, shall be enforceable against him and may be accepted as proof of his identity and of his consent to the insurance offer and to the terms of this Information Memorandum..

2.4 CONFIRMATION OF CONTRACT MEMBERSHIP

The Managing Broker will send the Member, by e-mail, a Membership Certificate and this Information Memorandum as well as, as a reminder, the pre-contractual information documents, which the Member also undertakes to keep on a durable medium.

2.5 CANCELLATION OF MEMBERSHIP

The Member may cancel his/her membership of the Contract within 30 calendar days of receiving the contractual documents, or, in the case of a free period, from the date of payment of all or part of the first premium, without justification and without incurring any penalty, provided that your Contract has not been fully executed and that you have not reported any Claim.
The Member may exercise his/her right of renunciation by simply cancelling his/her insurance application in his/her customer area on the Managing Broker's website, using the following model: «I, the undersigned, Surname, First Name and Address, hereby renounce my application for «Assurance Voyages - Assur Travel» insurance no. kmm7p. Date and Place, Signature».

The Managing Broker, in the name and on behalf of the Insurer, will then reimburse the insurance premium paid at the time of enrolment.

2.6 MODIFICATIONS

All changes relating to the Member (contact details etc) and to the Trip(s) must be declared as soon as the Member is aware of them.

3. PURPOSE AND LIMITS OF THE GUARANTEE

Claims are covered subject to the exclusions and limits of the Guarantee and to compliance with the reporting deadlines and formalities set out in this information notice.

3.1 PURPOSE OF THE GUARANTEE

3.1.1 « TRIP CANCELLATION » COVER

The purpose of the Guarantee is to reimburse the Insured for all or part of the deposit paid and/or the costs of cancelling the Trip in accordance with the travel organisation's scale in the event of cancellation of the Trip before departure **(excluding the insurance premium, application fees, visa fees and airport taxes).**

The causes for cancellation of the Tour are as follows:

Classic cases:
- Serious illness, including Covid-19-related illness (SARS-CoV-2 or coronavirus 2019 or its variants), serious accident or death (including aggravation or relapse):
- the Insured, his/her de jure or de facto Spouse, or any person linked to him/her by a PACS,
- ascendants or descendants up to the 2nd degree,
- father-in-law, mother-in-law, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law,
- the disabled person for whom the Insured has guardianship,
- the Insured's guardian,
- the person travelling with the Insured, who is not related, provided that they appear on the same registration form.
- Unforeseeable complications of pregnancy provided that the Insured is not more than 3 months pregnant at the time of registration,
- Psychological, mental or nervous illness with hospitalisation of more than 4 days,
- Contraindications to vaccination and subsequent vaccination,
- Redundancy of the Insured or his/her Spouse, provided that the redundancy procedure has not been initiated on the day the Trip is booked,
- Granting of salaried employment (except temporary work and fixed-term contracts) or a paid internship to an Insured who is registered as unemployed at the time of registration for the Trip, provided that the start date of the employment or internship coincides with the period of stay,
- Professional transfer, non-disciplinary, obliging the Insured to move during the period of the trip, and provided that the procedure was not known at the time the Trip was booked,
- Serious damage to the Insured's main or secondary residence or business premises, more than 50% of which has been destroyed, as a result of theft, fire, water damage or natural elements, occurring in the 7 days prior to the start date of the holiday and requiring the presence of the Insured,
- Serious damage to the Insured's vehicle or breakdown of his/her vehicle, immobilising it for at least 48 hours. This immobilisation must occur within the 48 hours prior to the start of the holiday,
- Invitation of the Insured to a make-up examination (university only), provided that the make-up examination is scheduled during the dates of the Trip and that the failure was not known at the time the Trip was booked,
- Summons of the Insured to appear before a court, as part of an adoption procedure, provided that this is scheduled during the dates of the Trip and that the summons was not known at the time the Trip was booked,
- Modification or cancellation of the Insured's holiday, previously agreed by his/her employer prior to the purchase of the Trip. This cover applies to employees, excluding members of a liberal profession and legal representatives of a company,
- Cancellation of a cure that has been accepted by the Social Security (CPAM),
- Denied boarding due to the beneficiary's/Insured's temperature being taken, on arrival at the airport of departure, proof must be provided by the airline that denied you boarding, or by the health authorities;

Unforeseen events:
- Any random, sudden event, unforeseeable at the time of booking, duly established and verifiable, independent of the Insured's will, preventing him/her from travelling and occurring between the date of taking out the insurance contract and the date of departure.



3.1.2 LUGGAGE COVER

The purpose of the Guarantee is to :

- reimburse the Insured for his/her Baggage as well as the Valuables and Personal Objects contained in said Baggage, except for those expressly excluded in article 4.3, in the event of loss, theft or total or partial destruction or loss of Baggage during transport by a transport company, less tear rate.

- reimburse the cost of purchasing essential items on presentation of supporting documents if your Personal Baggage is not delivered to you at the destination airport and if it is returned to you more than 24 hours late.

3.1.3 TRIP INTERRUPTION COVER

The purpose of the «Interruption of Trip» Guarantee is to cover, in the event of interruption of the Trip, pro rata temporis, the costs of the part of the Trip not taken for one of the following reasons:

- Medical repatriation organised by an assistance provider for the Insured or a member of his/her Family up to the 2nd degree or his/her travelling companion,
- Early return of the Insured due to serious illness, serious accident (on the advice of a doctor) or death of a member of his/her Family up to the 2nd degree,
- Early return due to serious damage to the Insured's Home or secondary residence or to the business belonging to the Insured and requiring his/her presence on the premises,

Compensation is calculated from the day after the early return. This guarantee does not apply to transport tickets.

3.1.4 « MISSED DEPARTURE / LATE ARRIVAL » GUARANTEE

The purpose of the Guarantee is:

- **in the event of a missed departure:** reimbursement of the purchase of a new ticket enabling the Insured to reach his/her final outbound destination for a departure within 24 hours of the missed departure.
- **in the event of late arrival:** reimbursement of days not used due to Late Arrival as defined in Article 1.

The Guarantee only applies when the duration of the Trip is more than 5 days and the delay is more than 24 hours.
This Guarantee applies on condition that the Insured has taken a sufficient departure margin according to the means of transport used to reach the place of Travel.

Sufficient margin means :

- If the Journey is made by road, the duration of the journey between the Domicile and the place of stay, increased by at least 1 hour,
- If the Journey is made by train, the journey time between the Home address and the departure station for the Journey increased by at least 20 minutes (in the case of connections, the sufficient margin is that provided by the rail networks),
- If the Journey is made by plane, the journey time between the Home address and arrival at the airport, increased by at least 20 minutes (check-in and boarding time are not taken into account).

3.1.5 « TRANSPORT DELAY » GUARANTEE

The purpose of the «Delayed Transport» Guarantee is to reimburse a lump sum, up to the amount indicated in article 3.2, if the Member has suffered a delay of more than 4 hours in relation to the scheduled time of arrival at the final destination.

The Guarantee is valid for the outward and/or return journeys of:

- Scheduled flights, trains and boats with published timetables,
- One-way charter flights, the timetables for which are shown on the outward ticket
- Return charter flights: flight confirmation time provided by the tourist organisation

3.1.6 « DEDUCTIBLE BUYOUT FOR SNOWMOBILE, QUAD, BUGGY OR JET SKI HIRE » COVER

The purpose of this cover is to reimburse all or part of the Deductible specified in the rental contract to be paid by the Insured in the event of an accident involving a leisure vehicle, corresponding to the cost of repairing or restoring the rental vehicle (snowmobile, buggy, quad, jet ski).

3.1.7 PRICE STABILITY GUARANTEE

The purpose of the Guarantee is to reimburse additional costs invoiced by the Tour Operator resulting from an increase in the price of the Tour due to
- the rise in fuel prices,
- changes in taxes and other port and airport charges,
- changes in foreign exchange rates affecting the price of the insured trip

occurring between the date of reservation and payment of a deposit or down-payment on the one hand and the date of payment of the balance of the Tour on the other, and without this date being less than 30 days before departure.

Only requests submitted in a single file after the final invoice has been drawn up and the balance paid to the Distributor will be taken into account.

3.2 GUARANTEE LIMITS

During the period of validity of the Guarantee (specified in Article 5. of this Policy Wording), Claims are covered within the limits defined below:

One (1) single claim for all Coverages combined.



GUARANTEED EVENT	CEILINGS AND LIMITS		
	Limit per person covered	Limit per event	Deductible
Cancellation classic	Travel price under €10.000 €10.000 Travel price between €10.000 and €15.000 €15.000 Travel price between €15.000 and €22.500	Prix du voyage inférieur à 10.000€ 50.000€ Prix du voyage entre 10.000€ et 15.000€ 75.000€ Prix du voyage entre 15.000€ et 22.500€ 115.000€	-Dans le cas d'un Voyage dont le montant est inférieur à 2000€ : 50€ par personne -Dans le cas d'un Voyage dont le montant est supérieur ou égal à 2000€ : 100€ par personne
Cancellation unforseen circomstances			-Dans le cas d'un Voyage dont le montant est inférieur à 2000€ : 5% du prix du Voyage -Dans le cas d'un Voyage dont le montant est supérieur ou égal à 2000€ : 10% du prix du Voyage
Luggages Theft, total or partial destruction, loss during transit by a transport company - Including valuables in the event of robbery - of which personal effects in the event of robbery	€1.500 of which Valuables in the event of robbery €600	€7.500 of which Valuables in the event of robbery €3,000	-Valuables in the event of theft: €50 -Personal effects in the event of theft: no Excess
Late delivery	€250	€1.000	No deductible
Trip interruption	€10.000	€50.000	No deductible
Missed departure/Late arrival	€1.500 (limited to a maximum of 3 days)	7.500€ (limited to a maximum of 3 days)	No deductible
Transport delays	If the delay is less than 8 hours: €150 If the delay exceeds 8 hours: €300	If the delay is less than 8 hours: €750 If the delay exceeds 8 hours: €1,500	No deductible
Buyout of a deductible for snowmobile,quad, buggy or jet ski hire	€1.500	€7.500	No deductible
Price stability	€60	€300	Deductible €25€ per person



4. EXCLUSIONS

4.1 EXCLUSIONS COMMON TO ALL GUARANTEES

Claims resulting from the occurrence of one of the following events are always excluded from all Guarantees under the Contract:

- Civil or foreign war, popular unrest, acts of terrorism, threats, attacks, riots, any effect of a source of radioactivity or the consequences of the disintegration of the atomic nucleus or caused by earthquakes or tidal waves, floods, volcanic eruptions or any other natural disaster,
- voluntary participation by an Insured in riots, strikes, brawls or assaults;
- the consequences of the use of medicines, drugs, narcotics and similar products not prescribed by a doctor, and the misuse of alcohol;
- intentional or reckless misconduct on the part of the Insured ;
- negligence on the part of the Insured ;
- The consequences resulting from events of which the Insured was aware at the time of taking out this policy or events of which the Insured was aware at the time of booking the Holiday up to the day of departure,
- Epidemics and pandemics recognised by the WHO and/or the French/foreign authorities, unless otherwise stipulated in the Guarantee, pollution, strikes, force majeure and natural disasters covered by law 82-600 of 13 July 1982 as amended,

Any Member appearing on any official, government or police database of persons known or presumed to be terrorists, any Insured who is a member of a terrorist organisation, a drug trafficker or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons is always excluded from cover.

4.2 SPECIFIC EXCLUSIONS TO THE CANCELLATION GUARANTEE

In addition to the common exclusions in Article 4.1, the following are excluded:

- The impossibility of leaving due to the closure of borders, material organisation or accommodation or safety conditions at the destination,
- Natural disasters or forest fires occurring at the place of stay and leading to the banning of the site by the local or prefectural authorities during the stay,
- The fact that the geographical destination of the Trip is not recommended,
- An illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation, between the date of purchase of the Trip and the date on which this contract is taken out,
- A cosmetic treatment,
- All intentional acts, suicide, attempted suicide, self-harm, drunkenness or the use of drugs or medicines not prescribed by a competent medical authority,
- Pregnancy and pregnancy complications after the 6th month,
- In vitro fertilisation, its preparation, treatment and consequences,
- Psychological, mental or nervous illnesses that do not result in hospitalisation for more than 4 days,
- Cancellation caused by a person hospitalised at the time of booking the Trip or taking out the contract,
- Any reason leading to cancellation that was known at the time of registration for the Tour,
- Illnesses or accidents that have begun, relapsed, worsened or resulted in hospitalisation in the month preceding registration for the Trip,
- Illnesses or accidents that are not consolidated or those that, given their course, require constant care,
- Illnesses or accidents whose after-effects may, on medical advice, make certain journeys inadvisable,
- Contraindication to aerial flight,
- The professional obligation,
- Non-presentation, for any reason whatsoever, of the documents required for the Trip, such as passport, visa, travel tickets, vaccination booklet,
- Cancellations by the carrier or tour operator, whatever the cause,
- Default of any kind, including financial default, on the part of the organiser of your trip,
- Cancellations resulting from periodic monitoring and compliance reviews,
- The absence of hazards.
- Refusal to vaccinate

4.3 EXCLUSIONS SPECIFIC TO LOSS OF LUGGAGE COVER

In addition to the common exclusions in Article 4.1, the following are excluded:

- luggage forgotten, lost (due to the Insured) or exchanged ;
- accidental damage due to the leaking of liquids, fatty, colouring or corrosive substances contained in your Baggage;
- confiscation of Baggage by the authorities (customs, police);
- damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source;
- breakage of fragile objects such as porcelain, glass, ivory, pottery and marble;
- Property entrusted to third parties or under the responsibility of third parties such as custodians; however, baggage handed over to a carrier or entrusted to a tour operator or hotelier is not considered to be property entrusted to third parties.
- Theft of luggage from a motor vehicle parked outside a closed public or private garage between 10 p.m. and 7 a.m,
- The loss or theft of the Insured's luggage as a result of oversight or negligence on his/her part, i.e. leaving his/her luggage unattended in a place open to the public, leaving his/her luggage visible from outside a vehicle and/or without having fully closed and locked the access points,
- Theft of any kind or destruction while camping, or in sheds, pleasure boats for private use, caravans and trailers
- Theft or destruction of luggage at the beneficiary's home
- Scratches to baggage during transport,
- Lens scratches,
- indirect damage such as depreciation and loss of use;
- the following items: Cash, credit cards, magnetic or memory cards, prostheses, appliances of any kind, bicycles, trailers, securities, paintings, glasses, contact lenses, keys of any kind (except those to the Home), documents recorded on tapes or films and professional equipment, mobile phones, all multimedia equipment, GPS devices, sports equipment, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohol, works of art, beauty products and objects purchased during the Trip.

4.4 SPECIFIC EXCLUSIONS TRIP INTERRUPTION COVER

In addition to the common exclusions in Article 4.1, the following are excluded:

- Transport ticketing,
- Interruptions to the holiday caused by an event known at the time of departure,
- Hospitalisation of the Insured,
- Quarantine of the Insured.

4.5 SPECIFIC EXCLUSIONS UNDER THE MISSED DEPARTURE / LATE ARRIVAL GUARANTEE

In addition to the common exclusions in Article 4.1, the following are excluded:

- An illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation, between the date of purchase of the Trip and the date on which this contract is taken out,
- Suicide, attempted suicide, drunkenness or use of drugs or medication not prescribed by a competent medical authority,
- Pregnancy and pregnancy complications after the 6th month,
- In vitro fertilisation, its preparation, treatment and consequences,
- Psychological, mental or nervous illnesses that do not result in hospitalisation for more than 4 days,



- **Non-admission on board following failure to respect the time limit for checking in baggage and/or presenting oneself for boarding at events for which the Tour Organiser could be held responsible in application of Titles VI and VII of Law no. 926645 of 13 July 1992 laying down the conditions for the exercise of organisational activities,**
- **Cancellation caused by a person hospitalised at the time of booking the Trip or taking out the contract,**
- **Aesthetic treatments,**
- **All intentional acts leading to annulment, suicide, attempted suicide and self-mutilation,**
- **Any reason leading to cancellation that was known at the time of registration for the Tour,**
- **Accidents resulting from the disintegration of the atomic nucleus or caused by earthquakes, volcanic eruptions or any other cataclysm,**
- **Illnesses or accidents that have started, relapsed, worsened or resulted in hospitalisation in the month preceding registration for the Trip,**
- **Illnesses or accidents that are not consolidated or those that, given their course, require constant care,**
- **Illnesses or accidents whose after-effects may, on medical advice, make certain journeys inadvisable,**
- **delays resulting from strikes,**
- **Contraindication to flying,**
- **The professional obligation,**
- **Non-presentation, for any reason whatsoever, of the documents required for the Trip, such as passport, visa, travel tickets, vaccination booklet,**
- **Cancellations resulting from periodic monitoring and compliance reviews.**

4.6 SPECIFIC EXCLUSIONS TO THE PRICE STABILITY GUARANTEE

In addition to the common exclusions in Article 4.1, the following are excluded:

- **An increase in the price of your trip following the booking of new services or a change to your initial booking,**
- **An increase in the price of your trip as a result of a default of any kind, including a financial default, on the part of the organiser of your trip or the carrier, making it impossible to fulfil its contractual obligations.**

4.7 SPECIFIC EXCLUSIONS TO THE TRANSPORT DELAY GUARANTEE

In addition to the common exclusions in Article 4.1, the following are excluded:

- **Flights or journeys not previously confirmed by the Insured unless prevented by strike or force majeure,**
- **Delays resulting from a strike of which the Insured has been made aware prior to the departure of his/her trip,**
- **Delays of less than the deductible expressed in hours under the guarantee, in relation to the Insured's scheduled departure time,**
- **Weather conditions (unless the journey has begun in accordance with the conditions and deadlines laid down),**
- **The temporary or definitive withdrawal of an aircraft or train ordered by the airport authorities, administrative authorities, civil aviation authorities or any other authority, having made the announcement more than 24 hours before the departure date of your journey,**
- **Non-admission to the flight due to failure to check in baggage and/or present oneself for boarding within the time limit,**
- **Events for which the tour organiser may be held liable under Titles VI and VII of Law no. 926645 of 13 July 1992 laying down the conditions governing the organisation and sale of holidays, including the possible practice of overbooking.**

5. PERIOD OF VALIDITY OF THE GUARANTEE

- Pour la garantie annulation, elle expire au moment du départ c'est-à-dire dès l'arrivée de l'Assuré au point de rendez-vous fixé par le Voyagiste, ou, en cas d'utilisation d'un moyen de transport individuel, dès son arrivée sur le lieu du séjour
- en cas d'exercice du délai de renonciation dans les conditions énoncées à l'article 2.5 ;
- en cas d'exercice du délai de renonciation dans les conditions énoncées à l'article L112-10 du code des assurances et rappelées dans la fiche d'information et de conseil préalable à l'adhésion ;
- dans tous les autres cas prévus par le code des assurances.

La Garantie s'appliquera uniquement si le Contrat est en cours d'exécution à la date de survenance du Sinistre.
Les cotisations TTC dépendent du pack choisi par l'Adhérent, du prix TTC du Voyage ainsi que de la destination et du type de Voyage (Individuel, Tribu ou Groupe).
Son montant est indiqué à l'Adhérent avant son consentement à l'adhésion puis, une fois l'adhésion effectuée, sur le Certificat d'assurance.

6. INSURANCE PREMIUM

The insurance premium is paid by the Member in full to the Distributor at the same time as the purchase of the Trip.

7. CLAIM DECLARATION AND SUPPORTING DOCUMENTS

7.1 - HOW DO I REPORT A CLAIM?

You must notify the Distributor IMMEDIATELY as soon as the illness first appears or as soon as you become aware of the event giving rise to the Guarantee.
At the same time, the Claim must be declared within 5 days of the Member becoming aware of it, except in the event of unforeseen circumstances or force majeure.

Claims must be reported to the handling broker in the following manner:
- via the Assur-Travel online partner area: https://souscription.assur-travel.fr/index.php?vue=espace_partenaire
- By e-mail: contact.gestion@assur-travel.fr
- by post: Assur-Travel, compensation department, 99, rue Parmentier, Zone d'activité Actiburo 59650 Villeneuve d'Ascq, France.

If the Member does not respect this time limit for declaring the Claim and if the Insurer proves that this delay has caused him prejudice, the Member will not benefit from the Guarantee (article L 113-2 of the Code des Assurances).

7.2 - WHAT SUPPORTING DOCUMENTS SHOULD BE PROVIDED?

To obtain compensation for a Claim, the Member or his/her beneficiaries must **provide the following supporting documents** (in the absence of these documents, no compensation will be possible):

In all cases :
- the contract number ;
- a copy of the Application Form ;
- original detailed invoices from the tour operator showing land and transport services, and, where applicable, a certificate or proof from the assistance agent confirming the date of repatriation or early return and the reason for it;
- If the person cancelling is not the Insured: Proof of family relationship (copy of family record books, etc.);
- any official document proving the seriousness of the damage caused by the cancellation, late arrival or early return;
- the circumstances of the Claim, its known or presumed causes, the nature and approximate amount of the damage.

The Insured must take all appropriate measures to limit the extent of the damage already known and to prevent further damage. If he fails to do so, the Insurer shall be entitled to compensation proportionate to the damage that this non-performance could cause him.



For Trip Cancellation cover :

- The paid invoice for cancellation or forfeiture fees issued by the service provider;
- The original medical questionnaire duly completed by the doctor;
- the letter of indemnity or letter of refusal issued by the Bank Card Insurer

In the event of a physical Accident or Illness: Initial medical certificate* specifying the date and nature of the Accident or Illness as well as its foreseeable consequences, photocopies of prescriptions relating to treatment followed, medication prescribed and tests or other examinations carried out. To this end, the Insured must release his/her doctor from medical confidentiality with regard to the Insurer or take all necessary steps to ensure that the doctor treating the person whose Illness or Accident is the reason for the cancellation is released from medical confidentiality.

- In the event of a serious Accident: the Insured must specify the causes and circumstances, as well as the names and addresses of those responsible and witnesses.
- In the event of contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants): if the Member is affected: the result of the screening test for SARS-Cov-2 or its variants. If it is a member of the Family who is affected: the positive test result of the Member concerned and proof of parentage. In the absence of proof of parentage, a sworn statement specifying, for example, that the de facto spouse lives under the same roof as the Member or specifying the status of the Family member in relation to the Member. Proof of a complete vaccination schedule.
- In the event of death: Copy of the death certificate.
- In the event of a complication of pregnancy: Medical certificate* certifying that the Insured must be confined to bed on the date of departure or for the duration of the Trip.
- In the event of serious Damage to the Home: Copy of the claim submitted to the Insurer of the property(ies) affected and the expert's report.
- If summoned as a juror or witness or to a make-up exam: Copy of the official summons.
- In the event of professional constraint: Copy of the mission order drawn up by the Insured's employer with a copy of the identity papers of the hierarchical superior who ordered the professional trip or the obligation to be at work.
- If the Insured is denied boarding due to a temperature reading upon arrival at the airport of departure: Proof issued by the transport company that denied boarding, or by the health authorities.
- For any other random event: Any information requested by the Managing Broker to enable the nature of the event to be determined and the circumstances of its occurrence to be established.

***The medical certificate must be issued by a Medical Authority that is a Third Party to the Insured.**

The medical certificate must be enclosed in a sealed envelope for the attention of the medical advisor appointed by the Managing Broker.
To this end, the Insured must release his or her doctor from medical confidentiality vis-à-vis the medical advisor. On pain of forfeiture, the Insured invoking the Guarantee must submit all the documents contractually required without being able to invoke, except in cases of force majeure, any reason preventing their production. If the Insured fails to do so without a valid reason, he/she risks losing his/her rights to the Guarantee.
By express agreement, the Insured recognises the Insurer's right to make the implementation of the Guarantee conditional on compliance with this condition.

For « luggage cover »

- The irregularity certificate in the event of loss of or damage to Baggage by the carrier
- Filing a complaint in the event of theft
- A copy of the list of items reported damaged or stolen, given to the airline or transport company
- The letter of reimbursement from the airline or transport company showing the compensation paid to the Insured.
- Original proof of purchase for damaged or stolen items

If the Member finds his/her Baggage, he/she must immediately notify the Handling Broker as soon as he/she is informed.

If the indemnity has not yet been paid, the Insured must repossess the objects. The Insurer will then only be required to pay for any damage or missing items.

If the Insured has already received compensation, he/she may opt within 15 days :
- or for relinquishment,
- or to take back the items in return for the compensation received, less any damage or missing items.

If the Insured does not choose within 15 days, the Insurer will consider that he has opted for delivery.

For Trip Interruption cover:

- **Any official document establishing the seriousness of the damage, which is the reason for the early return,**
- **The certificate or proof from the Insurer confirming the date of repatriation or early return and the reason for it.**
- **the letter of indemnity or letter of refusal issued by the Bank Card Insurer**

For the «Missed Departure/Late Arrival» Guarantee:

- Any official document establishing that the Loss is due to a reason beyond its control, following a random, sudden and unforeseeable event duly established and verifiable, which is the unforeseeable cause of the delay.
- proof from the transport company that the Insured has missed his/her flight. This declaration must include: the name of the airport or station, the flight or train number, the date and time of arrival originally planned and the company stamp, and the original plane ticket and a copy of the new ticket must be sent to the managing broker.
- the letter of indemnity or letter of refusal issued by the Bank Card Insurer

For the «Transport Delay» Guarantee:

- Have the airline or train company on which the Insured is travelling draw up a document stating that the plane or train has been delayed. This declaration must include: the name of the airport or station, the flight or train number, the day and time of arrival initially planned and the actual day and time of arrival, as well as the reason for the delay.

For the «Deductible Buyout» Guarantee :

- a copy of the rental contract ;
- proof of the amount of the Security Deposit that has been withdrawn and proof of the withdrawal from the Insured's bank account;
- a copy of the repair invoice for the damaged item or the purchase invoice for the damaged item if it cannot be repaired;
- a copy of the inventory of fixtures on taking possession and returning the rental vehicle;
- a detailed statement of the exact circumstances in which the damage occurred, or a copy of any out-of-court settlement signed with a Third Party;
- a copy of the complaint lodged in the event of vandalism;
- a copy of your driving licence, where compulsory.

For the Price Stability Guarantee:

For Tour Operator files:

- the initial registration form for the Stay,
- the invoice from the travel agency notifying you of the revision of the price of your Holiday, mentioning the increase in the fuel surcharge or airport taxes, as well as the corresponding supplier invoice,
- proof of payment of the full invoice including the price increase.

For BSP (Billing and Settlement Plan) tickets:

- screen shots on the day of booking and the day of issue,
- the travel agent's invoice for additional fuel surcharges corresponding to the difference between the day of booking and the day of ticket issue,
- Receipt from the airline specifying the amount of the fuel surcharge or airport tax reassessment

In all cases:

Tous les justificatifs du Sinistre doivent être adressés au Courtier gestionnaire via les canaux indiqués à l'article 7.1.

All proof of the Claim must be sent to the handling Broker via the channels indicated in Article 7.1.

The Member may be asked to provide the Managing Broker with any document that the Insurer considers necessary to assess the validity of his claim for compensation.
If it considers it necessary, the Insurer may request the opinion of an expert or an investigator to assess the Claim.
If, in bad faith, the Insured uses inaccurate documents as proof, uses fraudulent means or makes inaccurate or incomplete declarations, the Guarantee will not be granted to the Member.

The Insurer reserves the right to take legal action before the criminal courts.



8. TERMS & CONDITIONS OF COMPENSATION

Once all the supporting documents have been received and validated, within the limits of Article 3.2, if the Insured is eligible for cover, the costs will be reimbursed to the Member by bank transfer, within 5 working days of the date on which the handling Broker validated the Claim file.

If the Trip is cancelled at a later date with the Distributor, the reimbursement of cancellation fees, in the event of Illness, will only be made from the date of the contra-indication recorded by a competent authority, in accordance with the cancellation scale shown in the Distributor's special conditions of sale.

For « luggage cover »
In the event of total or partial destruction or theft, or in the event of loss during transportation by a transport company, compensation is based on the supporting documents and on the replacement value by equivalent objects of the same nature, with deductions made for obsolescence.
For the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the baggage, valuables or personal item. The following year, the amount reimbursed will be calculated at 75% of the purchase price. In subsequent years, the purchase value will be reduced by a further 10%.
Our reimbursement will be made after deduction of any reimbursement obtained from the transport company and the deductible.

9. COMPLAINTS - MEDIATION

If the Member is not satisfied, he/she may submit a claim to the Claims Department, which can be contacted as follows:
- by email: qualiteclients@assur-travel.fr
- by post: Assur-Travel, service qualité client, 99, rue Parmentier, Zone d'activité Actiburo 59650 Villeneuve d'Ascq, France.

From the date on which the complaint is sent, the Complaints Department undertakes to acknowledge receipt of the complaint within 10 working days and, in any event, to respond to the complaint within a maximum of 2 months.

If the disagreement persists after the response given by the Claims Department, the Member may seek the opinion of the Insurance Mediation officer, who may be contacted as follows:
- Online at www.mediation-assurance.org
- By post to: La Médiation de l'Assurance TSA 50110 75441 PARIS CEDEX 09.

Referral to the Insurance Ombudsman is free of charge, but only after you have sent us a written complaint.

The provisions of this paragraph are without prejudice to other legal remedies. However, they shall not apply if the dispute has already been brought before a court.

10. MISCELLANEOUS PROVISIONS

Territoriality: Cover applies to the Member for Claims occurring anywhere in the world.

Applicable law and language used: the Contract is governed by French law. The language applicable to the Contract is French, which takes precedence over any translation of the document.

Subrogation: As authorised by Article L 121-12 of the Insurance Code, the Insurer may take action against the party responsible for the Loss to obtain reimbursement of the compensation paid to the Member.

Plurality of insurance policies: In accordance with the provisions of Article L121-4 of the Insurance Code, when several insurance policies are taken out without fraud, each of them produces its effects within the limits of the cover provided by each policy, and in compliance with the provisions of Article L121-1 of the Insurance Code.

False declaration: Any false declaration made by the Member in the event of a Claim exposes him/her, if his/her bad faith is proven, to the nullity of his/her membership and therefore to the loss of his/her right to cover, although the insurance premium is retained by the Insurer.

Data Processing, Data Files and Individual Liberties : The Member is expressly informed that his/her personal data is processed by the Insurer and the Broker for the purposes of executing the Guarantee taken out. The Insurer and the Broker act as joint data controllers within the meaning of the European Data Protection Regulation.

In this respect, the Insurer processes identification data, data relating to the management of the insurance contract, Claims and insurance products taken out. This data is processed for the purposes of taking out, managing and executing the Guarantee, including the management of contracts, the execution of contractual Guarantees, the preparation of statistics and actuarial studies, the management of complaints, Claims, pre-litigation, litigation and the defence of its rights, as well as the implementation of due diligence obligations as part of the fight against money laundering and the financing of terrorism, asset freezing measures, the fight against the financing of terrorism and financial sanctions, including the triggering of alerts and suspicious transaction reports and the implementation of measures aimed at combating insurance fraud. The legal bases for the processing carried out are the performance of the insurance contract, the Insurer's legitimate interest in preventing and processing fraud or compliance with legal obligations. As a general rule, personal data is kept for the time necessary to achieve the objectives pursued. In any event, the Member's data is kept for the entire duration of the insurance contract, plus 5 years in the archives.

This information is intended exclusively for the Insurer and the Managing Broker (and their agents) for the purposes of executing the Guarantee. It may also be disclosed to any public or private body in order to comply with legal obligations. The Insurer may also have recourse to subcontractors in order to entrust them with all or part of the processing.
The Managing Broker has been entrusted with the management of the Insurance Contract and is therefore the Member's main point of contact for any questions or requests.
Members have the right to access, oppose, rectify, limit, port and delete information concerning them. The Member also has the right to lodge a complaint with the competent supervisory authority.
Members are invited to exercise their rights by contacting the Broker Manager at the following email address: dpo@assur-travel.fr
For more information about the processing of personal data by the Insurer, the Member is invited to consult the Insurer's Privacy Policy, which is available on request from dpo@seyna.eu.
Telephone conversations between the Member and the Handling Broker may be recorded for the purposes of monitoring the quality of the services provided or as part of Claims management. The data collected for the management of membership and Claims may be transmitted, in accordance with the terms and conditions laid down by legislation and the authorisations obtained from the CNIL, to the Broker Manager's subsidiaries and subcontractors.
Members have the option of registering on the «no cold calling» list by visiting www.bloctel.gouv.
Members may address any complaints concerning the collection or processing of their personal data to the Data Protection Officer, whose contact details are given above. In the event of persistent disagreement, the Member may refer the matter to the CNIL at the following address: https://www.cnil.fr/fr/plaintes.
Prescription: Any action arising from the Contract and membership is prescribed by 2 years from the event giving rise to it. Prescription may be interrupted in particular by the appointment of an expert following a Claim or by the sending - by the Insurer or the Member to the other party - of a registered letter with acknowledgement of receipt.

Article L114-1 of the Insurance Code: «All actions arising from an insurance contract are time-barred after two years from the event giving rise to them. However, this period does not run :
1° In the event of a concealment, omission, false or inaccurate statement about the risk, from the day the insurer became aware of it;
2° In the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they were unaware of it until then. Where the insured's action against the insurer is based on recourse by a third party, the limitation period only runs from the day on which the third party brought legal proceedings against the insured or was compensated by the insured. [...]»

Article L114-2 of the Insurance Code: «The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim. The interruption of the limitation period may also result from the sending of a registered letter with acknowledgement of receipt by the insurer to the insured in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the indemnity».

The ordinary causes of interruption of prescription, referred to in Articles 2240 to 2246 of the Civil Code, are a writ of summons, even in summary proceedings, a commandment or seizure, as well as recognition by one party of the right of the other party.

Article L114-3 of the Insurance Code: «Notwithstanding article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, modify the duration of the limitation period or add to the grounds for suspending or interrupting it».



GENERAL TERMS AND CONDITIONS FOR ACCIDENT INSURANCE, AIRPORT CLOSURE INSURANCE AND PRIVATE LIABILITY INSURANCE (IF OPTION TAKEN OUT)
CONTRACT TOKIO MARINE HCC N° FR010600TT

Please check the cover you have taken out

LES GARANTIES EN ASSURANCE	MONTANTS
INDIVIDUAL ACCIDENT Disability or death following an accident **Deductible**	**Limitation of guarantee** **€ 15 000 /person and** **€ 75 000 /event** Reduction of 50% of the capital if the insured is over 70 years of age Invalidity greater than 10
AIRPORT CLOSURE FOLLOWING NATURAL DISASTER Transport costs (airport/home journey) Costs incurred as a result of postponing the trip (difference between the price of the original trip and the new trip) Extended stay costs Extension of Assistance, Personal Accident and Personal Liability cover **Deductible**	**Limitation of guarantee** 50/pax, max €150/file Maximum 10% of the price of the initial trip, with a maximum of €230/person and €1,000/file. 120 €/night/pax, Max 5 nights and Max 1800 €/file Maximum 6 days **24-hour delay**
PERSONAL LIABILITY Bodily injury, property damage and consequential loss Of which property damage and consequential losses **Deductible**	**Limitation of guarantee** € 4 500 000 € 450 000 **75 €/dossier**

SOME ADVICES

- The maximum period authorised by the insurer between the date of the claim and the date of cancellation is 5 days.
- Don't forget to cancel with your travel agency and with the Insurer as soon as the first symptoms appear in the event of illness, and for any other claim as soon as it occurs.
- For a «baggage claim», you need a certificate of irregularity from the carrier and a complaint in the event of theft.
- In the event of illness, accident or injury, the interruption of the stay can only be taken into account in the event of repatriation decided by the Insurer.

REMINDER

- Serious accident: Any unintentional bodily injury to the victim resulting from an external cause and preventing him/her from travelling by his/her own means.
- Hospitalisation: a stay of more than 24 hours in a hospital establishment, or a stay of less than 24 hours in the case of surgery with general anaesthetic.
- Serious illness: Any deterioration in health certified by a competent medical authority that prevents you from leaving the room, requires you to stop all professional or other activities and requires a doctor's prescription.
- Second-degree family member: A family member is defined as a spouse, partner or cohabitee living under the same roof, a child (legitimate, natural or adopted), a brother or sister, a father, mother, step-parent, grandchild or grandparent, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
- Epidemic: Abnormally high incidence of a disease over a given period and in a given region.
- Pandemic: Epidemic that develops over a vast territory, crossing borders and qualified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the disaster occurred.
- Quarantine: Isolation of a person in the event of a suspected or confirmed disease, decided by a competent local authority, with a view to avoiding the risk of the said disease spreading in the context of an epidemic or pandemic.



1. INDIVIDUAL ACCIDENT

DEFINITIONS SPECIFIC TO INDIVIDUAL ACCIDENT COVER

Beneficiaries

The person or persons who receive from the Insurer the sums due in respect of a claim. In the event of the Insured's death, unless another person has been designated by the Insured, the sum provided for will be paid:
- if the Insured is married: his/her spouse who is not legally separated, nor divorced, failing which his/her children born or unborn, living or represented, failing which his/her heirs,
- if the Insured is the signatory of a PACS, his/her partner, failing which his/her heirs,
- if the Insured is widowed or divorced: his/her children, failing which his/her heirs,
- if the Insured is single: his/her heirs.

In all other cases, the other sums are paid to the Insured who is the victim of the accident.

Any person who intentionally caused or provoked the loss is excluded from cover.

Bodily injury
Notwithstanding the definition given in the section Common definitions of Insurance and Assistance cover, «bodily injury» refers to any bodily harm that is not intentional on the part of the victim and that results from the sudden action of an external cause.

By extension to this definition, pathological manifestations that are the direct consequence of this bodily injury are covered.

Accidents include
- injuries caused by fire, steam jets, acids and corrosives, lightning and electric current;
- asphyxia due to immersion and asphyxia due to unexpected absorption of gases or vapours;
- the consequences of poisoning and bodily injury caused by the unintentional absorption of toxic or corrosive substances;
- insolation, congestion and freezing caused by shipwrecks, forced landings, collapses, avalanches, floods or any other accidental event;
- the direct consequences of animal bites or insect stings, excluding diseases (such as malaria and sleeping sickness), the primary cause of which can be traced back to such bites or stings;
- injuries that may occur during scuba diving, including those caused by hydrocution or decompression;
- bodily injuries resulting from assaults or attacks of which the Insured is a victim, unless it is proven that he/she took an active part as perpetrator or instigator of these events;
- the physiological consequences of surgical operations, provided that they were necessitated by an accident covered by the policy.

Accidents do not include
- ruptured aneurysms, myocardial infarction, cerebral embolism, epileptic seizures, meningeal haemorrhage.

Permanent disability
Presumed permanent impairment of the Insured's physical capacities. Its extent is quantified by a rate determined by reference to the Social Security Invalidity scale.

OBJECT OF THE GUARANTEE

We guarantee payment of the indemnities defined below, which are provided for and the amount of which is set out in the Table of Benefits, in the event of bodily injury to the Insured.

NATURE OF BENEFITS

Death
If, within a maximum period of 24 months from the date of the accident of which the Insured was a victim, the accident results in the death of the Insured, we guarantee payment of the capital sum, the amount of which is set out in the Table of Cover, to the person or persons designated as beneficiaries in the Application Form.

When, prior to death, the same accident has given rise to the payment of compensation for permanent disability in application of the following conditions, the capital sum will be reduced by the amount of this compensation.

The officially recognised disappearance of the Insured's body as a result of the shipwreck, disappearance or destruction of the means of transport in which he/she was travelling, will create a presumption of death at the end of a period of one year from the date of the accident.
However, if it is established at any time after the payment of compensation for the disappearance of the Insured that the latter is still alive, the sums unduly paid in this respect must be reimbursed to us in full.

Permanent disability
If the Accident results in Permanent Disability, we will pay the Insured a maximum indemnity corresponding to 100% of the Social Security disability scale.
If the Disability is only partial, the Insured is only entitled to a fraction of the indemnity proportional to the degree of disability.
Infirmities not listed are compensated according to their severity compared to that of the cases listed.
The compensation is contractual and is determined according to the rules set out above, without taking into account the age or profession of the Insured.
The degree of Disability will be established at the time when the definitive consequences of the Accident can be determined with certainty, and at the latest, unless otherwise agreed between the Insured and us, at the end of the period of one year from the date of the Accident.
Death and disability cover cannot be combined when they result from the same accident.

Multiple disabilities
When the same Accident results in several distinct disabilities, the main Disability is first assessed under the conditions set out above, the other disabilities then being assessed successively, in proportion to the capacity remaining after the addition of the previous ones, without the overall rate exceeding 100%.
The absolute functional incapacity of a limb or organ is assimilated to the loss of that limb or organ.
The loss of limbs or organs out of use before the accident does not give rise to any compensation. If the Accident affects a limb or organ that is already disabled, the compensation will be determined by the difference between the condition before and after the Accident. In no case may the assessment of the injuries resulting from the Accident be increased by the state of Infirmity of limbs or organs not affected by the Accident.
Insofar as they are the consequence of an insured Accident, nerve disorders and injuries can only be taken into consideration if they are manifested on examination by clearly characterised clinical signs.



1.1 SPECIFIC EXCLUSIONS TO PERSONAL ACCIDENT COVER

In addition to the exclusions listed under the heading «GENERAL EXCLUSIONS APPLICABLE TO ALL INSURANCE AND ASSISTANCE COVERAGES», we cannot intervene in the following circumstances:

- **Accidents caused or provoked intentionally by the Insured, the consequences of his/her suicide or attempted suicide, as well as accidents caused by the use of drugs or narcotics not prescribed by a doctor,**
- **Accidents occurring when the Insured is the driver of a vehicle and his/her blood alcohol level is higher than that legally permitted in the country where the accident occurred,**
- **Accidents resulting from the Insured's participation in a brawl (except in cases of self-defence or assistance to a person in danger), a duel, a misdemeanour or a criminal act,**
- **Accidents occurring while using, as a pilot or crew member, an aircraft that allows you to move through the air, or while practising sports with or from such aircraft,**
- **Accidents caused by practising a sport in a professional capacity and practising, even as an amateur, any sport requiring the use of motorised mechanical equipment, whether as driver or passenger. The practice of a sport includes training, trials and participation in sporting events or competitions,**
- **Accidents caused by war, civil or foreign, declared or not,**
- **Accidents caused by ionising radiation emitted by nuclear fuels or by radioactive products or waste, or caused by weapons or devices designed to explode by modifying the structure of the atomic nucleus.**
- **Any person who intentionally caused or provoked the loss is also excluded from cover.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

In the event of a claim, it is important that we are quickly and fully informed of the circumstances in which it occurred and its possible consequences.

FORM AND INFORMATION REQUIRED

You or your beneficiaries, if any, or any agent acting on your behalf must notify ASSUR TRAVEL of any claim in writing or verbally against a receipt, within fifteen (15) days at the latest of the date on which they became aware of it.
If the claim is not reported within the time limit specified above, except in the case of fortuitous events or force majeure, we may cancel cover if we can establish that the delay in reporting has caused us damage (article L.113-2 of the Insurance Code).

This declaration must also provide us with all information on the seriousness, causes and circumstances of the claim and, if possible, the names and addresses of the witnesses and perpetrators responsible.
The claim form must include the following information

- the date, circumstances and location of the accident ;
- the surname, first name, date of birth, address and occupation of the victim(s);
- the initial medical certificate describing the nature of the injuries and their probable consequences;
- if applicable, the police or gendarmerie report, and the names and addresses of the person who caused the accident and any witnesses.

The victim or the victim's dependants must make every effort to limit the consequences of the accident and, in particular, seek the medical care required by the victim's condition.
The agents and doctors appointed by us will have free access to the victim and his treating doctors to ascertain his condition, unless they have justified objections. Any intentional misrepresentation of the date or circumstances of an Accident, duly established and likely to be prejudicial to us, shall entail forfeiture of rights to compensation which, if already paid, must be reimbursed to us.

CONTROL

You are obliged to submit to the examination of the doctors delegated by us, **and our representatives will have free access to you whenever we consider it useful, under penalty of forfeiture of your rights by you or any Beneficiary if, without valid reason, you refuse to allow our representatives to carry out an inspection or obstruct the exercise of this inspection if, after notice given forty-eight hours in advance by registered letter, we encounter persistent refusal on your part or remain prevented from carrying out our inspection.**
Any fraud, concealment or misrepresentation on your part or on the part of the Beneficiary of the indemnity, intended to mislead us as to the circumstances or consequences of a claim, will result in the loss of all rights to compensation for the claim in question.

COMPENSATION REGULATIONS

DETERMINING THE CAUSES AND CONSEQUENCES OF THE ACCIDENT
The causes of the Accident and its consequences and the degree of disability are established by agreement between the parties or, failing agreement, by two doctors each appointed by one of the parties. If they do not agree on the choice of a third doctor, or if one of the parties fails to appoint an expert, the appointment will be made at the request of the most diligent party by the President of the Tribunal de Grande Instance of the Insured's place of residence with exemption from oath and all other formalities.
Each party will retain responsibility for the fees and expenses relating to the intervention of the doctor it has appointed, with those required for the possible intervention of a third doctor being shared equally between them.

AGGRAVATION INDEPENDENT OF THE ACCIDENT
Whenever the consequences of an Accident are aggravated by the constitutional state of the victim, by a lack of care due to his negligence or by empirical treatment, by a pre-existing disease or infirmity and in particular by a diabetic or haematic condition, the compensation due will be determined on the basis of the consequences that the Accident would have had in an able-bodied person in normal health undergoing rational treatment.

PAYMENT OF COMPENSATION
Guaranteed benefits are payable :
In the event of death and permanent Disability, within one month of the submission of proof of the accidental death of the Insured and of the Beneficiary's status, or of the agreement of the parties on the degree of Disability.
Failing agreement by the parties, compensation will be paid within fifteen days of the court decision becoming enforceable.

Deductible: degree of disability greater than 10%.
Under no circumstances may cover exceed €15,000 per person, with a maximum of €75,000 per event.



2. AIRPORT CLOSURE

DEFINITIONS

Definition of a natural disaster: A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent and recognised as such by the public authorities.
Definition of an airport closure: Total or partial closure of the airport of departure or destination preventing the insured from leaving or returning to his/her country of residence as part of his/her trip for more than 24 consecutive hours.
If the insured is unable to travel on the scheduled date :
- his departure flight to his place of stay, or
- his return flight to his usual place of residence,
as a result of the total or partial closure of the airport of departure or arrival due to force majeure (with the exception of political risks, war, civil war, terrorist attacks, riots and popular movements).

Before departure:

- Transport costs (airport/home)

The Company will reimburse, on presentation of original receipts and up to the amounts specified in the Table of Cover, the cost of return transport from the airport to your home after the official announcement of the cancellation of your flight.
Transport costs are defined as the sums paid by the insured to use public transport: taxi, bus, RER, Metro or train.

- Expenses incurred as a result of postponed travel

If the insured is forced to postpone his/her trip and the seller offers this option, the Company will reimburse the insured for the price variation between the price of the new trip and that of the initial trip, up to the amounts specified in the Table of Benefits.
Price variation means the difference in price between the new trip and the rescheduled trip, excluding visa and administration fees. This cover is granted to the insured on condition that the new trip is identical to the postponed trip, i.e.: number of people, service provider, duration, destination, services including the season for a Tour Operator or the booking class for an airline.
In all cases, the insured must justify the variation between these two trips by producing an invoice for each trip, giving details of the services provided.

At your accommodation:

- The cost of extending your stay

On presentation of the original supporting documents, the Company will reimburse the cost of extending your stay up to the amounts specified in the Table of Benefits.
Extended stay costs include the cost of accommodation, food and the purchase of basic necessities (toiletries, children's products, etc.).

In all cases, the insured must provide proof of the closure of the airport(s) and provide proof of the additional costs incurred.

The Insured may contact the Company to extend, free of charge, the repatriation assistance, luggage and third-party liability cover during the additional stay, subject to the same terms and conditions of the contract and within the limit of the duration stated in the Table of Cover.

The insured will only be covered if he/she is unable to use another means of transport to return home or to get to the place where he/she is staying and is delayed for at least 24 hours.

OBLIGATIONS IN THE EVENT OF A CLAIM

The insured or his/her beneficiaries must:

- Notify La Compagnie in writing as soon as the loss occurs, and within 5 working days at the latest. After this deadline, the insured will forfeit any right to compensation if his delay has caused prejudice to La Compagnie.
- Send La Compagnie all the documents required to compile the file and prove the validity and amount of the claim.

In all cases, the policyholder will be systematically asked to provide original invoices from the tour operator.

SPECIFIC EXCLUSIONS TO THE AIRPORT CLOSURE FOLLOWING NATURAL DISASTERS COVER

In addition to the general exclusions, the following are not covered:
- Political risks, war, civil war, terrorist attacks, riots and civil unrest, radioactivity

3. PERSONAL LIABILITY

REMINDER

- Bodily injury: Any bodily harm suffered by an individual and the resulting damage,
- Material damage: Any deterioration or destruction of a thing or substance. Any physical injury to an animal,
- Consecutive non-material damage: Any pecuniary loss resulting from the total or partial deprivation of use of an asset or a right, the loss of profit, the loss of clientele, the interruption of a service or an activity, and which is the direct consequence of bodily injury or material damage covered,
- Damaging event: The event that gives rise to the damage,
- Absolute deductible: The sum (or percentage) which in any event remains payable by the Insured out of the amount of compensation due by the Insurer.
The excess applies per claim, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of compensation due by the Insurer,
- Accidental pollution: The emission, dispersion, release or deposit of any solid, liquid or gaseous substance, diffused by the atmosphere, soil or water, which results from a sudden and unforeseen event and which does not occur slowly, gradually or progressively,
- Claim: Any claim for amicable or contentious redress by the victim of a loss or his beneficiaries and addressed to the Insured or the Insurer,
- Civil liability: The legal obligation incumbent on all persons to repair the damage they have caused to others,
- Claim: Any damage or set of damages caused to third parties, engaging the liability of the Insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is that which constitutes the cause of the damage. A series of harmful events with the same technical cause is treated as a single harmful event,
- Third party: Any person other than the Insured,
- Motorised land vehicle: Vehicle that moves on the ground (i.e. other than aerial or naval), without being linked to a railway, self-propelled (propelled by its own motive power) and used to transport people (even if it is only the driver) or things.

PURPOSE OF THE GUARANTEE

The Insurer covers the Insured against the pecuniary consequences of any civil liability he may incur as a result of bodily injury, property damage or consequential loss caused to third parties in the course of his private life. Private life is understood to mean any non-professional activity in the context of the mission.
This guarantee is in addition to or in default of other guarantees granted elsewhere.

DEFENCE

In the event of an action involving liability covered by the policy, the Insurer shall defend the Insured in any proceedings which also concern the Insurer's interests.
The guarantee is triggered when the damages claimed exceed the amount of the excess.
The Insurer shall lead the defence of the Insured with regard to civil interests. It has the right to take legal action when the Insured's criminal interests are not or are no longer in question (with the Insured's agreement if this is not the case).
The Insurer's assumption of responsibility for the defence of the Insured does not constitute a waiver of its right to invoke any exception to cover of which it was unaware at the time it assumed responsibility.
The Insurer shall bear the defence costs, without deducting them from the amount of cover for the corresponding damage.
If the amount of damages exceeds the corresponding limit of cover, the Insurer will pay the defence costs in proportion to the amount of cover in relation to the amount of compensation due to the injured third party.



SPECIFIC EXCLUSIONS TO PRIVATE LIFE LIABILITY COVER

In addition to the general exclusions, the following are never covered:

- **The consequences of the wilful misconduct of the Insured,**
- **Damage caused by declared or undeclared civil or foreign war, riots and civil commotion, acts of terrorism, attacks or sabotage,**
- **Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters,**
- **Damage made unavoidable by the wilful act of the Insured and which causes the insurance contract to lose its character as a random contract guaranteeing uncertain events (article 1964 of the Civil Code),**
- **Fines and any other criminal penalties imposed personally on the Insured,**
- **Damage or aggravation of damage caused :**
- **by weapons or devices designed to explode by modifying the structure of the atomic nucleus,**
- **any nuclear fuel, radioactive product or waste,**
- **by any source of ionising radiation (in particular any radioisotope),**
- **The consequences of the presence of asbestos or lead in buildings or structures owned or occupied by the Insured, work to identify, destroy or neutralise asbestos or lead, or the use of products containing asbestos or lead,**
- **The consequences of contractual commitments accepted by the Insured and which have the effect of aggravating the liability which would have been incumbent on him/her in the absence of the said commitments,**
- **In the United States and Canada: punitive damages or exemplary damages,**
- **Pollution damage,**
- **Damage of the kind referred to in Article L. 211-1 of the Insurance Code on compulsory motor insurance and caused by motorised land vehicles, their trailers or semi-trailers of which the Insured has ownership, custody or use (including due to the fact or fall of accessories and products used in the use of the vehicle, and objects and substances it carries),**
- **Consecutive material and immaterial damage caused by fire, explosion or water damage in buildings owned, rented or occupied by the Insured,**
- **Thefts committed in the buildings listed in the previous exclusion,**
- **Material damage (other than that referred to in the two previous exclusions) and consequential immaterial damage caused to property in the custody, use or safekeeping of the Insured,**
- **The consequences of air, sea, river or lake navigation using equipment owned, kept or used by the Insured,**
- **Damage caused by weapons and ammunition the possession of which is prohibited and which the Insured owns or possesses without prefectoral authorisation,**
- **Damage resulting from hunting that is covered by compulsory insurance,**
- **Damage caused by animals other than pets,**
- **Damage caused by first category dogs (attack dogs) and second category dogs (guard and defence dogs), and by wild animals tamed or kept in captivity, whether stray or not, of which the Insured is the owner or keeper (law no. 99-5 of 6 January 1999 on dangerous and stray animals and the protection of animals),**
- **The consequences of organising sports competitions, practising sports as a holder of a sports federation licence, or practising air or water sports.**

It should be noted that for any claim arising in the USA, CANADA, the costs of expert appraisal, legal and court fees are included in the amount of cover and are subject to the application of the excess.

GUARANTEE PERIOD

Cover under this contract is triggered by the harmful event and covers the Insured against the financial consequences of the claims, if the harmful event occurs between the initial effective date of cover and its cancellation or expiry date, regardless of the date of the other constituent elements of the claim.

AMOUNT OF GUARANTEES

The amounts of cover expressed per claim constitute the limit of the Insurer's commitment for all claims relating to the same harmful event.
The date of the claim is the date of the harmful event. The conditions and amounts of cover are those in force on that date.

The amount of the guarantee is set as follows:

- Bodily injury, property damage and consequential loss: €4,500,000 per claim
  Including consequential material and immaterial damage: €450,000 per claim with **an absolute deductible of €75 per case.**
- Defence before civil, commercial or administrative courts.
- Defence of civil interests before the criminal courts: Costs borne by the Insurer, unless the limit of cover in question is exceeded.

Deductible: €75 per case

OBLIGATIONS IN THE EVENT OF A CLAIM

Under penalty of forfeiture, the Insured or his/her rightful claimants must notify the Insurer and the Travel Agency simultaneously of the claim within 5 days from the day on which they became aware of it, except in the case of fortuitous events or force majeure.

4. GENERAL EXCLUSIONS TO ALL GUARANTEES

The insurer does not guarantee :

- **The consequences of intentional misconduct on the part of natural persons with insured status.**
- **Damage or financial loss caused by civil or foreign war, whether declared or not (article L.121-8 of the French Insurance Code). It is up to the insured to prove that the loss resulted from an event other than foreign war. It is up to the insurer to prove that the claim is the result of civil war.**
- **Damage or financial loss caused by earthquakes, tidal waves, volcanic eruptions or other cataclysms.**

However, as far as property damage is concerned, the effects of natural disasters are covered in accordance with articles L.125-1 to L.125-6 of the French Insurance Code.

- **Damage or aggravation of damage caused by :**
  - **weapons or devices designed to explode by modifying the structure of the atom's nucleus**
  - **any nuclear fuel, radioactive product or waste**
  - **any other source of ionising radiation (in particular any radioisotope)**
- **Fines, taxes, duties, levies and any other criminal sanction imposed personally on the insured.**
- **Events giving rise to damage or financial loss of which the insured is aware at the time of taking out the policy as likely to result in its application.**
- **Any trip (or journey) to, within or through the following countries is always excluded from contractual cover: Afghanistan, Liberia, Cuba or Sudan,**
- **The consequences:**

- the organisation of sporting competitions;
- practising sports as a holder of a sports federation licence;
- air or water sports.

It is specified that for all claims occurring in the USA, CANADA, the costs of expert appraisal, legal and court fees are included in the amount of cover and are subject to the application of the excess.

- The consequences of exposure to biological infectious agents, chemical agents such as poison gas, incapacitating agents, neurotoxic agents or agents with residual neurotoxic effects, which are subject to quarantine, preventive measures or specific monitoring by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin,
- Epidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters.



• International sanctions:
These guarantees have no effect:
When the insurer is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for by laws and regulations,
Or when the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by the laws and regulations».

• Subrogation:
In accordance with the provisions of article L121.12 of the Code des Assurances, the Insurer is subrogated, up to the amount of the indemnity paid by it, to the rights and actions that the Insured may have against third parties responsible for the loss.

• Prescription:
In accordance with articles L.114-1 and L.114-2 of the Code, any action deriving from this contract is time-barred after two years from the event that gave rise to it.
However, this period does not run :
1° In the event of concealment, omission, false or inaccurate statement concerning the risk incurred, from the day the Insurer became aware of it;
2° In the event of a claim, only from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then.
The limitation period is interrupted by the ordinary causes of interruption (article 2244 of the Civil Code), as well as in the following cases: appointment of an expert following a claim; sending of a registered letter with acknowledgement of receipt:
- by the Insurer to the Policyholder for payment of a premium ;
- by the Policyholder to the Insurer for payment of an indemnity.

• Effects of guarantees:
- The policy takes effect on the day of departure of the insured persons, at the place indicated by the Participating Company. Cover will apply for the entire duration of the trip or stay, up to a maximum of 62 days. Cover will end on the day of return from the trip and at the place of dispersal.
- For «cancellation» insurance, cover takes effect at the time of registration for the trip and ceases at the time of departure or entry into use of the planned premises.

• Request for information:
It is agreed that, at any time, the Insurer reserves the right to ask the Policyholder for any information enabling it to assess the fair value of the changes in the risk associated with the contract.

• Delivery of the information leaflet:
In accordance with article L.141-4 of the French Insurance Code, the Policyholder undertakes to provide any Beneficiary of this policy with the information notice drawn up for this purpose.

• Misrepresentation:
Even if they have no influence on the loss:
a) Any concealment or intentional misrepresentation at the time of conclusion of the contract or during the term of the contract, when it changes the object of the risk or reduces the Insurers' opinion of it, is sanctioned by the nullity of the contract, under the conditions of article L 113-8 or L 121.3 of the Code des Assurances.
b) An omission or inaccuracy in the declaration of circumstances shall not render the contract null and void if the bad faith of the insured is not established.
If this omission or inaccuracy is discovered before any claim is made, the Insurer has the option of either maintaining the contract subject to an increase in premium accepted by the policyholder, or cancelling it.
If the omission or inaccuracy is only discovered after the claim has been made, the compensation will be reduced in proportion to the premiums paid compared to the premiums that would have been due if the risks had been accurately and completely declared (Article L113-9 of the French Insurance Code). The rate taken as the basis for this reduction is that applicable either on the date when the fact should have been brought to the Insurer's attention in the case of an omission, or on the date when the fact was notified to him in the case of an inaccuracy.
In the event of fraud by the Insured or the Policyholder, the Insurer shall retain the full premium.

• Cumulative insurances:
If there are other insurance policies of the same type, taken out without fraud and providing the same cover, for the same interest, each of these policies shall produce its effects within the limit of its cover (article L.121-4 of the Code).
Compensation cannot exceed the amount of the loss, regardless of when the insurance was taken out (article L.121-1 of the Code).
Within these limits, the beneficiary of the contract may obtain compensation for his losses by applying to the Insurer of his choice.

The contribution of each of the Insurers is determined by applying to the amount of the loss the ratio existing between the indemnity that the Insurer would have paid if it had been alone and the cumulative amount of the indemnities that would have been payable by each Insurer if it had been alone.

• Computer files:
As part of your relationship with the Assur Travel brokerage company for an insurance contract, Assur Travel will mainly use your data to take out, manage (including commercially) and execute the contract. It
may also use this data in the context of litigation, to combat money laundering and the financing of terrorism, to comply with applicable regulations, or to analyse all or part of the data concerning you collected within our company, possibly cross-referenced with that of selected partners, in order to improve our products (research and development), assess your situation or predict it (appetence scores) and personalise your experience as an insured. Any health-related data collected will be used exclusively for the purposes of taking out, managing and fulfilling your contract. Your data will be kept for as long as is necessary for these various operations, or for the period specifically stipulated by the CNIL (standards for the insurance sector) or the law (legal requirements).
It will only be communicated to our insurance partners and other partners or authorised professional bodies who need access to it to carry out these operations. For those recipients located outside the European Union, the transfer is limited to countries listed by the European Commission as offering sufficient protection for data or to recipients complying either with the standard contractual clauses proposed by the CNIL or with the internal company rules recommended by Assur Travel.
Any data collected relating to your health will only be communicated to authorised sub-contractors.
We are legally obliged to check that your details are accurate, complete and, if necessary, updated. We may ask you to verify this, or we may need to complete your file (for example, by recording your email address if you have written us an email). You may request access to, rectification, deletion or portability of your data, define instructions concerning its fate after your death, choose to limit its use or oppose its processing. If you have given special and express authorisation for the use of some of your data, you may withdraw it at any time, provided that it does not concern information that is essential for the application of your contract. You can write to our Data Protection Officer to exercise your rights by email: dpo@assur-travel.fr) or by post to ASSUR TRAVEL for the attention of the Data Protection Officer, 99 rue Parmentier - Zone Actiburo - 59650 Villeneuve d'Ascq.
In the event of a complaint, you may choose to contact the CNIL by post at the following address: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

• Complaints:
In the event of difficulty, the Policyholder shall consult the Broker through whom the policy was taken out. If the response is not satisfactory, the Policyholder or the Insured may send a complaint to :

TOKIO MARINE HCC
36, rue de Châteaudun - 75009 Paris
Tel : 01 53 29 30 00 - Fax : 01 42 97 43 87
Or
reclamations@tmhcc.com

The Insurer acknowledges receipt of the claim within a period which must not exceed 10 working days from receipt of the claim, unless the response itself is provided to the customer within this period. It will send the response to the insured within a period not exceeding two months from the date of receipt.
Finally, if your disagreement persists after you have received a response, you may refer the matter to the mediator of the Fédération Française des Sociétés d'Assurance (French Federation of Insurance Companies), provided that no legal action has been taken:

LA MEDIATION DE L'ASSURANCE
TSA 50110
75441 PARIS CEDEX 09

La Médiation de l'assurance is not competent to deal with contracts taken out to cover professional risks.