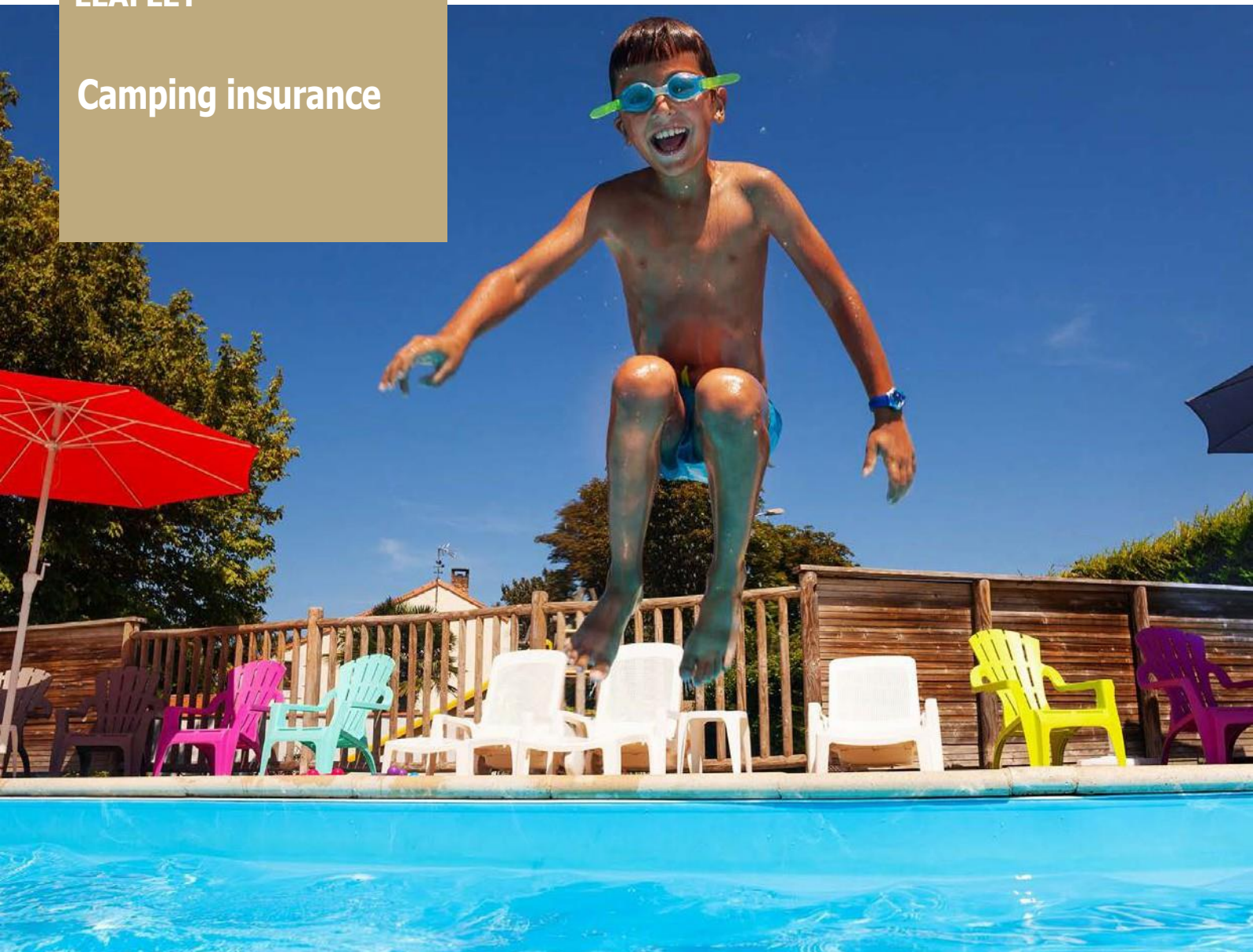


INFORMATION  
LEAFLET

Camping insurance



# The guarantee cancellation of campsites



**assur-travel**  
Partenaire de votre mobilité



This Insurance "Camping Insurance - Assur Travel" comes from the optional group insurance policy n° jqfkjp subscribed by:

- Assur Travel, SASU with a capital of €100,000 whose registered office is located at 99 rue Parmentier 59650 Villeneuve d'Ascq, registered with the Trade and Companies Register of Lille Métropole under number 451 947 378 and ORIAS under number 07 030 650 (hereinafter the "Subscriber")
- with Seyna, SA, with a capital of €801,929.04 whose registered office is located at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered with the Nanterre Trade and Companies Register under number 843 974 635, a company governed by the French Insurance Code (hereinafter the "Insurer")
- distributed by the Campsite (whose legal notice is indicated in the membership form) as an insurance intermediary on an incidental basis according to the conditions set out in Article L513-1 of the French Insurance Code or as agent of an insurance intermediary duly registered with ORIAS (hereinafter the «Distributor»);
- and managed by Assur Travel (hereinafter the "Broker Manager").

The Insurer, the Distributor and the Broker Manager are subject to the control of the Prudential Supervisory Authority and Resolution, 4 place de Budapest 75436 Paris Cedex 09.

The Broker Manager is mandated by the Insurer to manage the Contract both with regard to membership and Claims.

### The means of contacting the Broker Manager are as follows:

by e-mail: [contact.gestion@assur-travel.fr](mailto:contact.gestion@assur-travel.fr)

by mail: 99, rue Parmentier, Zone d'activité Actiburo 59650 Villeneuve d'Ascq



## 1. DEFINITIONS

### Accident :

Any sudden, unpredictable event, outside the property of the Insured.

### Personal injury

Bodily harm resulting from sudden and violent action from an external cause or from the Insured even but involuntarily which must be ascertained by a competent medical authority and lead to the issue of a prescription for the taking of medication for the benefit of the patient and involving the cessation of any professional or other activity of the Insured.

### Member / Insured

The natural person of full age residing in the European Union who has purchased a Trip and has joined the Insurance Contract and identified as such on the Certificate of Membership.

### Late Arrival

Arrival at the place of travel with a delay of more than 24 hours after the expected start date of the guaranteed rental, as shown on the booking form.

It is caused by an unpredictable event, irresistible and beyond the control of the Insured, and occurs during the outward journey (by road, rail, including connections, or air) between the Insured's Home and the place of travel.

### Attack

Any act of violence, constituting a criminal or illegal attack, against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and subject to media coverage. This "attack" must be identified by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

### Medical authority

Any Person Any person with a valid medical or surgical degree in the country where the Serious Bodily Injury or Serious Illness is found. The Medical Authority must be a Third Party to the Insured.

### Natural Disaster

Abnormal intensity of a natural agent that does not result from human intervention. Phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognized as such by public authorities.

### Membership certificate

The document sent by e-mail by the Broker Manager to the Member to confirm its adherence to the Contract.

### Serious damage to the home

Any destruction total or partial deterioration, externally visible, total or partial deterioration of the Insured's Home caused by an Accident. Accidental Material Damage must have been reported to the Insured's multi-risk home insurer.

### Home

Place Place of principal and usual residence in France, in the DOM-ROM and COM in the European Union. In the event of a dispute, the tax domicile shall constitute the domicile.

### Outbreak

Abnormally high incidence of a disease during a given period and in a given region.

### Deductible

Share of the Loss left to the Insured in case of compensation following a Loss.

### Disease

Sudden and unpredictable alteration of health observed by a competent medical authority resulting in the issuance of a prescription for taking medication and involving the cessation of any professional or other activity of the Insured

### Serious disease

Any impairment of health noted by a competent medical authority prohibiting leaving the room and involving the cessation of any professional activity (\*except for retired persons and unemployed persons) or other and resulting in a medical prescription.

### Pandemic

An epidemic that develops over a vast territory, transcending borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

### Sinister

Random event that triggers the Guarantee..

### Third party

Any natural person outside the Insurance Contract.

### Trip

Stay of a minimum of one night booked in the campsite of the Distributor.



## 2. TERMS OF MEMBERSHIP

### 2.1 WHO CAN JOIN THE CONTRACT?

Any natural person of full age residing in the European Union who has purchased a Trip from the Distributor.

### 2.2 HOW TO JOIN THE CONTRACT?

The natural person of full age who wishes to benefit from the Guarantee for the Travel purchased must join the Contract by giving his consent to the insurance offer at the same time as the purchase of the Travel on the website of the Distributor or by telephone from the Distributor or on place with the Distributor when booking his Trip after having read the standardized information document, the Information and Prior Advice Sheet and this Information Notice and having accepted the terms thereof.

The invoice attesting to the payment of the purchase price including all taxes of the Trip must be kept on a durable medium.

### 2.3 EVIDENCE OF MEMBERSHIP

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

### 2.4 CONFIRMATION OF ADHERENCE TO THE CONTRACT

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

### 2.5 WAIVER OF MEMBERSHIP

For any Trip booked more than one month before the departure date, the Member may withdraw from the Contract within 14 days of receipt of the contractual documents, by simply cancelling his or her insurance application in his or her client area on the Broker Manager's website using the following template: "I, the undersigned, my name and address, declare to renounce my Insurance membership

"Assurance Campings - Assur Travel" n°jqfkjp. Date and Place, Signature".

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

## OBJECTS AND LIMITS

Claims are covered subject to the exclusions, limits of the Guarantee as well as compliance with the reporting deadlines and formalities provided for in this information notice.

The Guarantee will only apply if the Insurance Contract is running on the date of occurrence of the Claim.

### 3.1 PURPOSE OF THE GUARANTEE

The purpose of the "Camping Insurance - Assur Travel" insurance is to reimburse the Insured in whole or in part:

- the cancellation fees applied by the campsite in case of cancellation of the Trip;
- the expenses of interruption of the Trip: the expenses of the Trip already paid and not used (transport not included) prorata temporis, from the night following the event leading to the interruption of stay;
- the days not used in case of late arrival from 24 hours late.

#### 3.1.1 « TRIP CANCELLATION » GUARANTEE

The purpose of the Travel Cancellation Guarantee is to refund the deposit paid and/or the cancellation fee of the Trip according to the scale of the booking or accommodation organization in case of cancellation before departure.



## REASON FOR TRIP CANCELLATION

COMPENSATION WITHOUT DEDUCTIBLE	COMPENSATION LESS A DEDUCTIBLE OF 30 EUROS	INDEMNISATION SOUS DÉDUCTION D'UNE FRANCHISE DE 20% (SUR LE MONTANT TOTAL DES FRAIS) AVEC UN MINIMUM DE 80 EUROS
<p>Serious illness (including Epidemic or Pandemic reported within 30 days of departure), Serious accident or death (including aggravation or relapse):</p> <ul style="list-style-type: none"> <li>-the Insured, his spouse or common-law partner, or any person related to him by a PACS,</li> <li>-of its ascendants or descendants up to the 2nd degree,</li> <li>-his father-in-law, mother-in-law, sons-in-law, daughters-in-law, brothers, sisters-in-law,</li> <li>-of the disabled person including the insured person in the guardianship,</li> <li>-the guardian of the Insured,</li> <li>-of the person travelling with the Insured, unrelated, provided that they appear on the same registration form.</li> </ul>	<ul style="list-style-type: none"> <li>-Unpredictable pregnancy complications provided the Insured is not more than 3 months pregnant at the time of registration,</li> <li>-Psychological, mental or nervous diseases with hospitalization of more than 4 days,</li> <li>-Contraindication of vaccination and continuation of vaccination,</li> <li>-Economic dismissal of the Insured or his spouse provided that the procedure is not initiated on the day of registration for the Trip,</li> <li>-Granting of a salaried job (except temporary and fixed-term work) or a paid internship for the Insured person registered unemployed at the time of registration for the Trip, provided that the start date of the hiring or internship coincides with the period of stay,</li> <li>-Professional transfer, not disciplinary, obliging the Insured to move during the period of the stay, and provided that the procedure was not known at the time of registration for the Trip,</li> <li>-Serious damage to the principal, secondary or professional residence belonging to the Insured, following theft, fire, water damage or natural elements, intervening within 7 days preceding the start date of the Trip and requiring the presence of the Insured,</li> <li>-Serious damage to the Insured's vehicle or breakdown of his vehicle, immobilizing it for at least 48 hours. This immobilization must occur within 48 hours before the beginning of the stay,</li> <li>-Convocation of the Insured to a remedial examination (university only), provided that the remedial examination is scheduled during the dates of the Trip and that the failure was not known at the time of registration for the Trip,</li> <li>-Convocation of the Insured before a court, as part of an adoption procedure, provided that it is provided for during the dates of the Trip and that the convocation was not known at the time of registration for the Trip,</li> <li>-Modification or cancellation of the Insured's leave, previously accepted before the purchase of the Trip by his employer. This guarantee benefits employees, excluding members of a liberal profession and legal representatives of companies.</li> </ul>	<ul style="list-style-type: none"> <li>-L'annulation d'une cure qui aurait été acceptée par la Sécurité Sociale (CPAM),</li> <li>-Refus d'embarquement suite à une prise de température de l'Assuré ou de la personne couverte, à son arrivée à l'aéroport de départ,</li> <li>-La non-présentation par l'Assuré, dans les délais requis, du résultat de son test PCR ou équivalent lui permettant de voyager. Le fait pour l'Assuré d'être déclaré « cas contact » dans les 7 jours précédant le départ.</li> <li>-Tout événement aléatoire, soudain, imprévisible à la réservation, dûment établi et vérifiable, indépendant de la volonté de l'Assuré, l'empêchant de voyager et survenu entre la date d'adhésion à l'assurance et la date du départ.</li> </ul>



## 3.1.2 « TRIP INTERRUPTION » GUARANTEE

The “interruption of stay” guarantee covers in the event of interruption of travel, on a pro rata temporis basis, the part of the trip not carried out for one of the following reasons:

-Medical repatriation of the Insured or a member of his family up to the 2nd degree or his travelling companion,

-Early return of the Insured due to Serious Illness, Serious Accident (on the advice of a doctor) or death of a family member up to the 2nd degree,

-Early return as a result of serious damage to the Insured's Home or in his secondary residence or in the company belonging to him and requiring his presence on the premises,

The compensation is calculated from the day after the early return.

## 3.1.3 « LATE ARRIVAL » GUARANTEE

The “Late Arrival” Guarantee reimburses unused days due to Late Arrival as defined in Article 1. The guarantee applies only when the duration of the Trip is greater than 5 days and the delay is greater than 24 hours. This guarantee is acquired provided that the Insured has taken a sufficient margin of departure according to the means of transport used to go to the place of the Trip.

Sufficient margin means:

-If the Journey is by road, the duration of the journey between the Home and the place of stay, increased by 1 hour minimum,

-If the Journey is carried out by train, the duration of the journey between the Home and the departure station of the Journey increased by at least 20 minutes (in case of connection, the sufficient margin is that provided for by the railway networks),

-If the Trip is by air, the duration of the journey between the Home and arrival at the airport increased by at least 20 minutes (the duration of check-in and boarding are not taken into account).

## 3.2 COLLATERAL LIMITS

One (1) One-time claim for all warranties combined.

## 3.2.1 « CANCELLATION OF STAY » GUARANTEE

The amount of the compensation is limited to € 5,000 per covered person appearing on the Membership Certificate, less the Deductible indicated in article 3.1.1, without being able to exceed € 15,000 and 4 covered persons without relationship maximum per Disaster.

In any case, the compensation does not cover the insurance premium, application fees, visa, airport taxes.

In case of cancellation due to Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants) the guarantee is applicable only if the vaccination scheme of the Insured is complete.

## 3.2.2 « INTERRUPTION OF STAY » GUARANTEE

The amount of the compensation is limited to € 3,000 per covered person appearing on the Membership Certificate without being able to exceed € 15,000 and 4 covered persons without family relationship maximum per Disaster and within the limit of the purchase price of the Trip.

In any case, the Guarantee does not apply to the return transport costs of the Trip.

## 3.2.3 « LATE ARRIVAL » GUARANTEE

The compensation is limited to a maximum of three (3) days of coverage per Claim, for a delay of more than twenty-four (24) hours and less a Franchise of twelve (12) hours, without exceeding the amount of the cancellation fee of the Stay.

GUARANTEE	CEILINGS AND LIMITS		
	LIMIT PER PERSON COVERED	LIMIT PER TRIP (4 COVERED PERSONS NOT RELATED UP)	DEDUCTIBLE
CANCELLATION FEE	5.000€	15.000€	No deductible in case of serious illness  30€ for the reasons stated in article 3.1.1  20% of the fee amount with a minimum of 80€ for the reasons set out in Article 3.1.1
TRIP INTERRUPTION	3.000€ within the limit of the purchase	15.000€	No franchise
LATE ARRIVAL	3 days maximum		12 hours and a delay of at least 24 hours



## 3. EXCLUSIONS

### Exclusions common to all Warranties:

Claims arising from:

- Consequences resulting from events known to the Insured at the time of joining this Agreement or events known to the Insured at the time of booking the Trip until the day of departure,
- The absence of hazards,
- Accidents resulting from the disintegration of the atomic nucleus or caused by earthquakes, volcanic eruptions or any other cataclysm,
- Services which have not been requested during the journey or which have not been organised by us, or in agreement with us, do not entitle you, a posteriori, to reimbursement or compensation,
- Catering and hotel costs,
- Damages intentionally caused by the Beneficiary and those resulting from his participation in a crime, offence or brawl, except in cases of self-defence,
- Epidemics unless otherwise stipulated in the guarantee, pollution, cases of force majeure, natural disasters (unless otherwise stated) covered by Law 82-600 of 13 July 1982 as amended,
- The amount of convictions and their consequences,
- Use of narcotics or drugs, or drugs not prescribed medically,
- The state of alcoholic impregnation,
- Customs duties,
- Participation as a competitor in a competitive sport or rally entitled to a national or international ranking which is organized by a sports federation for which a licence is issued and training for such competitions,
- Professional practice of any sport,
- Participation in endurance or speed competitions or events and their preparatory tests, on board any terrestrial, nautical or aerial locomotor apparatus,
- The consequences of non-compliance with recognized safety rules related to the practice of any recreational sports activity,
- Expenses incurred after the return of the Trip or the expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, dangerous animal hunting, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional ranking,
- Voluntary non-compliance with the regulations of the country visited or the conduct of activities not authorized by local authorities,
- Official prohibitions, seizures or restraints by the police,
- Damages resulting from an intentional or fraudulent fault of the Insured in accordance with article L.113-1 of the Insurance Code,
- Requests for reimbursement of the ticket office of the means of transport to go to the resort,
- Claims for reimbursement of services not appearing on the travel registration form and therefore not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- An event, illness or accident that was the subject of a first finding, relapse, aggravation or hospitalization in the month preceding the date of joining the insurance contract. ,
- Any circumstance that does not prevent the departure or that does not prevent remaining on the spot until the end of the Journey,
- Forgetfulness of vaccination,
- Failure of any kind, including financial, of the carrier making it impossible to perform its contractual obligations,
- Any medical event whose diagnosis, symptoms or cause are of a psychic, psychological or psychiatric nature and which has not resulted in hospitalization for more than 4 consecutive days,
- The consequences of criminal proceedings against the Insured,
- The fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- An act of negligence on the part of the Insured,
- Any event for which the travel agency may be responsible under the current Tourism Code,

- The absence, for any reason whatsoever, of documents essential to the Trip, such as passport, identity card, visa, transport tickets, vaccination booklet, except in the case of theft, within 48 hours before departure, of the passport or identity card,
- Acts of war or civil war and similar events, riots, internal disturbances, acts of violence for political reasons, terrorist attacks or acts, strikes, lockouts and social conflicts, expropriations or actions that are tantamount to expropriation, seizures, withdrawals, decrees or other actions of a higher authority, and damages resulting from natural disasters or nuclear energy.

### Exclusions common to the «Trip Cancellation» Guarantees and "Late Arrival":

Are excluded from the «Trip Cancellation» Guarantee and the Guarantee «Late arrival», the Claims having as their origin:

- An aesthetic treatment,
- All intentional acts, suicide, attempted suicide, self-harm, drunkenness or use of drugs not prescribed by a competent medical authority,
- Pregnancy and pregnancy complications after the 6th month,
- In vitro fertilization, its preparation, treatment and consequences,
- The cancellation caused by a hospitalized person at the time of booking the Trip or the subscription of the contract,
- diseases or accidents which are not consolidated or which, having regard to their development, are the subject of constant care,
- Illnesses or accidents whose sequelae may, on medical advice, contraindicate certain movements,
- The contraindication of air flight,
- The obligation of a professional nature,
- No-show, for any reason whatsoever, of documents essential for travel, such as passport, visa, transport tickets, vaccination booklet,
- Cancellations by the carrier or the travel organizer, whatever the cause,
- Cancellations resulting from periodic monitoring and observation reviews.

### Exclusions specific to the "Trip Cancellation" Guarantee:

Sont exclus de la Garantie «Annulation de Voyage», les Sinistres ayant pour origine :

- The closure of borders related to the physical organization or the conditions of accommodation or security of the destination,
- Natural disasters or forest fires occurring at the place of travel and resulting in the site being banned by local or prefectural authorities, during the stay,
- Failure of any kind, including financial failure of the travel organizer;
- Hospitalization of the Insured or a person appearing on the registration form at the time of purchase of the Trip.

### Exclusions specific to the "Trip Interruption" Guarantee:

The Trip Interruption Guarantee does not apply to Claims arising from:

- Hospitalization of the Insured,
- Quarantine of the Insured.

### Exclusions propres à la Garantie «Arrivée tardive » :

The "Late Arrival" Guarantee does not apply to Claims that are:  
-Public transit or refinery strikes.



## 4. DURATION

The Guarantee takes effect immediately after the validation by the Member of said Guarantee at the time of the purchase of the Trip and payment of the contribution from the Distributor for the period indicated on the invoice issued by the Distributor within the limit of 90 consecutive days maximum.

The Guarantee ceases:

- Automatically on the end date of the Trip;
- In the event of the waiver period being exercised in accordance with section 2.5;
- In all other cases provided for in the insurance code.

### CONTRIBUTION

The amount of the contribution depends on the total amount of the Travel purchased by the Member. Its amount is indicated to the Member before his consent to membership and then, once the membership has been made, on the Certificate of Insurance.

The insurance contribution is paid by the Member in its entirety from the Distributor at the same time as the purchase of the Trip.

## 5. STATEMENT OF CLAIM

### 7.1 - HOW TO REPORT THE CLAIM

From the first manifestation of the Disease or from the knowledge of the event leading to the guarantee, you must immediately inform the Distributor. At the same time, the declaration of the Claim must be made within 5 days following their knowledge by the Member, except in unforeseen cases or due to force majeure.

The Claim is filed with the Broker Manager as follows:

- via the Assur-Travel web partner area: [https://subscribing.assur-travel.fr/index.php?view=espace\\_partenaire](https://subscribing.assur-travel.fr/index.php?view=espace_partenaire)
- By email: [contact.gestion@assur-travel.fr](mailto:contact.gestion@assur-travel.fr)
- by mail: Asur-Travel, service indemnisation, 99, rue Parmentier, Zone d'activité Actiburo 59650 Villeneuve d'Ascq

If the Member does not respect this period of declaration of Claim and if the Insurer proves that this delay has caused him damage, the Member will not benefit from the Guarantee (article L 113-2 of the Insurance Code).

### 7.2 - WHAT SUPPORTING DOCUMENTS TO PROVIDE

To obtain compensation for the Claim, the Member or his successors must provide the following supporting documents:

- In all cases:
- the contract number;
  - a copy of the membership form;
  - the originals of the detailed invoices of the tour operator showing the ground services and the transport services, where applicable the certificate or the proof of the assistant confirming the date of repatriation or early return and its reason;
  - The RIB of the Member of the insurance (to allow the transfer of the indemnity); When the person who motivates the cancellation is not the Insured: A proof of kinship, (copy of family booklets...);
  - Any official document establishing the severity of the damage causes the cancellation, late arrival or early return;
- The circumstances of the Loss, its known or suspected causes, the nature and approximate amount of the damages.

The Insured must take all measures to limit the extent of the damage already known and to prevent the occurrence of other damages. Failing this, the Insurer is entitled to compensation in proportion to the damages that the non-performance could cause it.

### For the «Trip Cancellation» Guarantee:

- The invoice paid for the cancellation or cancellation fee established by the service provider;
  - The original medical questionnaire duly completed by the doctor;
  - In the event of a Bodily Accident or Illness: Initial medical certificate\* specifying the date and nature of the Accident or Illness and its foreseeable consequences, photocopy of the orders relating to the treatment followed, prescribed medications and tests or other tests performed. To this end, the Insured must release his doctor from medical secrecy vis-à-vis the Insurer or make any provision for the attending doctor of the person whose illness or accident motivated the cancellation, to be released from medical secrecy.
  - In the event of a serious accident: the Insured must specify the causes and circumstances, as well as the names and addresses of those in charge and witnesses.
  - In case of Covid-19 contamination (SARS-CoV-2 or coronavirus 2019 or its variants): if the Member is reached: the result of the SARS-Cov-2 test or its variants. If it is a family member who is reached: the positive test of the Member concerned and a proof of the relationship. In the absence of proof of parentage, a certificate on honour specifying, for example, that the common-law partner resides under the same roof as the Member or specifying the status of the family member in relation to the Member. As well as proof of a complete vaccine regimen.
  - In the event of death: Copy of death certificate.
  - In case of pregnancy complications: Medical certificate\* attesting that the Insured must be bedridden on the date of departure or during the duration of the Trip.
  - In the event of Serious Damage to the Home: Copy of the declaration of Loss made with the Insurer of the property or property affected.
  - If summoned as a sitting juror witness or on a remedial exam: Copy of the official summons
  - In case of professional constraint: Copy of the assignment order established by the employer of the Insured concerned with a copy of the identity papers of the superior who ordered the professional travel or the obligation to be at his workstation.
  - In case of denied boarding following a temperature check by the Insured, upon arrival at the departure airport: A proof issued by the transport company that refused to board, or by the health authorities.
  - If the result of the PCR test or equivalent is not presented within the time limit: a proof issued by the transport company requesting the presentation of the test for travel, as well as the result of the PCR test.
  - If the Insured is a "contact case": proof issued by the CPAM or the ARS, the reporter "contact case" and the result of the PCR test or equivalent.
  - For any other random event: All elements requested by the Broker Manager to allow, given the nature of the event, to establish the characters of the circumstance of its occurrence
- \*The medical certificate must be issued by a Medical Authority that is a Third Party to the Insured.

### For the «Interruption of Travel» Guarantee:

- A certificate from the provider indicating the date on which the occupation of the dwelling ceased with the details of the terrestrial services,

### For the Late Arrival Guarantee:

- Any official document establishing Late Arrival.

All evidence of the Claim must be sent to the Managing Broker via the means indicated in article 7.1.

In addition, the Member must provide the Broker Manager with any document that the Insurer considers necessary to assess the merits of its claim.

If it considers it necessary, the Insurer may request the advice of an expert to assess the Claim.

If in bad faith, the Insured uses inaccurate documents as evidence, uses fraudulent means or makes inaccurate or incomplete statements, the Guarantee will not be acquired by the Member.

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

### For the Late Arrival Guarantee:

- Any official document establishing Late Arrival.

All evidence of the Claim must be sent to the Managing Broker via the means indicated in article 7.1.

In addition, the Member must provide the Broker Manager with any document that the Insurer considers necessary to assess the merits of its claim.

If it considers it necessary, the Insurer may request the advice of an expert to assess the Claim.

If in bad faith, the Insured uses inaccurate documents as evidence, uses fraudulent means or makes inaccurate or incomplete statements, the Guarantee will not be acquired by the Member.

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



## 8. COMPENSATION ARRANGEMENT

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

If the Trip is subsequently cancelled with the Distributor, the reimbursement of the cancellation costs, in case of illness, will only occur from the date of the counter-indication found by a competent authority, in accordance with the cancellation schedule set out in the Distributor's special conditions of sale.

## 9. CLAIMS

In case of difficulty relating to the management of the Insurance Contract or a Claim, the Insured may address his claim to the Claims Department of the Broker Manager, which can be entered as follows:

- by email: [qualiteclients@assur-travel.fr](mailto:qualiteclients@assur-travel.fr)
- by mail: Assur-Travel, customer quality service, 99, rue Parmentier, Zone d'activite Actiburo 59650 Villeneuve d'Ascq

The Claims Department of the Broker Manager undertakes to acknowledge receipt of the claim within 10 working days of its date of receipt (even if the response to the claim is also made within this period) and, in any event, to respond to the complaint within a maximum of 2 months of receipt.

In the event of rejection or refusal to grant all or part of the claim by the Claims Department of the Broker Manager, the Insured may then contact the Insurer in writing (by mentioning the references of the file concerned and attaching a copy of any supporting documents):

- by mail: Seyna - Service Réclamations 20 bis rue Louis Philippe 92200 Neuilly-sur-Seine;
- by email: [reclamations@seyna.eu](mailto:reclamations@seyna.eu)

The Insurer will acknowledge receipt of the claim within 10 business days of its date of receipt and will specify the expected time for processing the claim.

The above procedure does not apply if a court has been seized of the dispute either by the Subscriber or by the Insurer.

If the disagreement persists after the answer given by the Insurer, the Subscriber may seek the opinion of the Mediator of the French Federation of Insurance (F.F.A.) whose contact details are: The Insurance Mediation - TSA 50110 - 75441 Paris Cedex 09.

The provisions of this paragraph shall be without prejudice to other legal remedies.

### MISCELLANEOUS PROVISIONS

#### Territoriality

The guarantees are applied worldwide. s'exercent dans le monde entier.

#### Revocation

If in bad faith, the Insured made false statements, used inaccurate documents as proof or used fraudulent means, he would be forfeited any right to compensation on the Disaster in question.

#### Subrogation

The Insurer is subrogated, in accordance with article L121-12 of the Code, up to the indemnities paid by it in all the rights and actions of the Insured against defaulting Tenants and Sureties.

If, as a result of the Insured, subrogation can no longer take place in favour of the Insurer, the latter ceases to be engaged to the same extent as the subrogation could have been exercised.

#### Requisition

In accordance with Article L.160-6 of the Code, the requisition of ownership of all or part of a Lot automatically entails the suspension of the effects of the Insurance Contract relating to that Lot, within the limit of the requisition and to the extent of the State's liability.

#### Prescription

Any action deriving from the Insurance Contract and membership is prescribed by 2 years from the event giving rise to it. The limitation period may be interrupted by the appointment of an expert following an Incident or by sending - by the Insurer or the Member to the other party - a registered letter with acknowledgement of receipt.

The provisions relating to the limitation of actions deriving from the insurance contract are laid down in Articles L114-1 to L114-3 of the Insurance Code reproduced below:

Article L114-1 of the Code: «All actions deriving from the insurance contract are prescribed by 2 (Two) years from the event that gives birth to it.

However, this period shall not run as follows:

1. In case of reluctance, omission, false or inaccurate statement about the risk incurred, only on the day on which the Insurer became aware of it;
2. In the event of a Disaster, only from the day on which the persons concerned became aware of it, if they prove that they have ignored it until then.

Where the action of the Insured against the Insurer is due to the action of a third party, the limitation period shall run only from the day on which that third party has brought a legal action against the Insured or has been indemnified by the latter."

Article L114-2 of the Code: «The prescription is interrupted by one of the ordinary causes of interruption of the prescription and by the appointment of experts following a Disaster. The interruption of the prescription of the action may, in addition, the result of a registered letter with acknowledgement of receipt sent by the Insurer to the Insured in respect of the action for payment of the contribution and by the Insured to the Insurer in respect of the settlement of the indemnity."

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

Article L.114-3 of the Code: «Notwithstanding article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of suspension or interruption thereof».

#### Processing of personal data

The Subscriber is expressly informed of the existence and declares to accept the automated processing of personal and nominative information collected from him by the Insurer and the Broker Manager (and their agents) in the context of the transfer, the management and performance of the Guarantee, including the management of complaints, the pre-litigation, litigation and defence of its rights as well as the implementation of due diligence obligations in the context of the fight against money laundering and terrorist financing, asset freezing measures, the fight against terrorist financing and financial sanctions, including the raising of alerts and declarations of suspicion and the implementation of measures to combat insurance fraud. It is expressly reminded that, in accordance with the provisions of Law No. 78-17 of 06 January 1978 (as amended) on information technology, files and freedoms, and the European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the provision of this information is mandatory because it is necessary to obtain the Guarantee and to manage the membership. This information is intended exclusively for the Insurer and the Broker Manager (and their agents) for the purposes of membership management, their contractual partners contributing to the implementation of this management and, where applicable, the Supervisory Authorities.

The Subscriber's data will be kept throughout the life of the Insurance Contract, until 31 December of the calendar year following the expiry of both the statutory limitation periods and the periods provided for by the various conservation obligations imposed by the regulations. The Subscriber has a right of access, opposition, rectification, limitation, portability and deletion of information concerning him appearing in the files of the Insurer or the Broker manager, under the conditions provided for by law n° 78-17 of 06 January 1978 (amended), by contacting the Broker Manager at the following email address: [dpo@assur-travel.fr](mailto:dpo@assur-travel.fr)

Any false or irregular statement may be subject to specific processing to prevent or identify fraud and may lead to a listing of persons at risk of fraud.

Telephone conversations between the Subscriber and the Broker Manager may be recorded for the purpose of quality control of services rendered or as part of the management of Claims. The data collected for the management of membership and Claims may be transmitted, under the terms and conditions provided for by the legislation and authorizations obtained from the CNIL, to the subsidiaries and subcontractors of the Managing Broker outside the European Union.

The Subscriber has the opportunity to register on the list of opposition to telephone canvassing by visiting [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

The Insured may send complaints concerning the collection or processing of his personal data to the Data Protection Officer, whose contact details have been specified above. In case of persistent disagreement, the Subscriber has the opportunity to contact the CNIL at the following address: <https://www.cnil.fr/fr/complaints>.

Applicable law and language used: The Insurance Contract is governed by French law. The language applicable to the Contract is French.