

INFORMATION
NOTICE

CAMPING INSURANCE



CAMPING CANCELLATION GUARANTEE





The « Assurance Campings – Assur Travel » (« Assur Travel Camping Insurance ») stems from a facultative-subscription collective insurance contract No. jqfkjp, taken out by:

- **Assur Travel**, a société par actions simplifiée unipersonnelle (single-member simplified limited liability company) with a registered capital of €100,000 having its registered offices at 99 rue Parmentier 59650 Villeneuve d'Ascq, France, registered in the Trade and Companies Register of Lille Métropole under the number 451 947 378 and registered with ORIAS under number 07.030.650 (hereinafter the «Policyholder»)
- with **Seyna**, a société anonyme (corporation) with a registered capital of €801,929.04 having its registered offices at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, France, registered in the Trade and Companies Register of Nanterre under the number 843 974 635, an undertaking governed by the French Insurance Code (hereinafter the «Insurer»)
- distributed by the **Camping** (whose legal information is set out in the subscription form) acting as insurance intermediary on an incidental basis under the terms and conditions laid down in article L513-1 of the French Insurance Code or as insurance intermediary agent duly registered with ORIAS (hereinafter the «Distributor»);
- and managed by Assur Travel (hereinafter the «Managing Broker»).

The Insurer, the Distributor and the Managing Broker are subject to the supervision of the French prudential control authority (Autorité de Contrôle Prudentiel et de Resolution), 4 place de Budapest 75436 Paris Cedex 09.

The Managing Broker is mandated by the Insurer to manage the Contract both for subscriptions and for Harmful Events.

**The means for contacting the Managing Broker are the following:
by e-mail: contact.gestion@assur-travel.fr
by post: 99 rue Parmentier, Zone d'activité Actiburo 59650 Villeneuve-d'Ascq**



1. DEFINITIONS

Accident :

Any event that is sudden, unforeseeable, external to property of the Assured.

Personal accident

Bodily injury resulting from sudden and violent action arising due to an external cause or due to the Assured himself or herself but involuntarily, which must be observed by a competent Medical Authority and have led to the prescription of medicines in favour of the patient and requiring the ceasing of all professional or other activity by the Assured.

Subscriber / Assured

A natural person having attained the age of majority and residing in the European Union who has purchased a Trip and subscribed to the Insurance Contract and who is identified as such on the Subscription Certificate.

Late arrival

Arrival at the Trip location more than 24 hours later than the planned date for the start of the insured rental, appearing on the reservation form.

It is caused by an event that is unforeseeable, insurmountable and independent of the will of the Assured, occurring during the Outbound journey (by road, rail, including connections, or air) between the Assured's Home and the place of the Trip.

Terrorist Attack

Any act of violence, constituting a criminal or illegal attack, committed against persons and/or property in the country in which you are staying, intended to cause serious disturbance to public order due to intimidation and terror and which is mediated. This "attack" must be acknowledged by the French Ministry for Foreign Affairs or the Ministry of the Interior.

If several terrorist attacks take place on the same day, in the same country, and if the authorities consider this to be a single coordinated action, this event shall be considered to be one and the same event.

Medical authority

Any person holding a degree in medicine or surgery that is currently valid in the country in which the Serious Personal Accident or Serious Illness is observed. The Medical Authority must be Third Party with respect to the Assured.

Natural Disaster

Abnormal intensity of a nature agent that does not arise due to human intervention. Phenomenon, such as earthquake, volcanic eruption, tidal wave, flood or nature cataclysm, having as its cause the abnormal intensity of a nature agent, and recognised as such by the public authorities.

Subscription certificate

The document sent by e-mail by the Managing Broker to the Subscriber to confirm his/her subscription to the Contract.

Serious damage to the home

Any destruction, total or partial damage, externally visible, total or partial damage to the Home of the Assured caused by an Accident. The accidental Property Damage must have been declared to the Assured's home insurance insurer.

Home

Main and usual place of residence in France, in French overseas departments, overseas territories and overseas collectivities within the European Union. In the event of dispute, the tax domicile shall constitute the home.

Epidemic

Abnormally high incidence of a disease over a given period and within a given region.

Deductible

Share of the Harmful Event that is left to be covered by the Assured in the event of compensation following a Harmful Event.

Illness

Sudden and unforeseeable deterioration in health observed by a competent Medical Authority leading to the issue of a prescription to take medicines and requiring the Assured to cease all professional or other activity.

Serious Illness

Any deterioration in health observed by a competent Medical Authority prohibiting the patient from leaving their room and requiring them to cease any professional activity (*except for persons who have retired and unemployed persons) or other activity and giving rise to a medical prescription.

Pandemic

Epidemic which develops over a large territory, exceeding borders and deemed a pandemic by the World Health Organisation (WHO) and/or by the competent local authorities of the countries in which the Harmful Event occurs.

Harmful Event

Event of a random or uncertain nature such as to trigger the Cover.
Third Party: Any natural person that is external to the Insurance Contract.

Third Party

Any natural person that is external to the Insurance Contract.

Trip

Stay for a minimum period of one night reserved in the Distributor's campsite.



2. TERMS FOR SUBSCRIPTION

2.1 WHO CAN SUBSCRIBE TO THE CONTRACT?

Any major natural person residing in the European Union having purchased a Trip from the Distributor.

2.2 HOW DOES ONE SUBSCRIBE TO THE CONTRACT?

A major natural person who wishes to benefit from the Cover for the purchased Trip must subscribe to the Contract by consenting to the insurance offer at the same time as purchasing the Trip on the Distributor's website or by telephone with the Distributor or in situ at the Distributor's premises at the time of reserving his/her Trip after having examined the standardised information document, and pre-contractual information and advice form as well as this information notice and having accepted their terms. The invoice certifying payment of the purchase price including taxes of the Trip must be kept on a durable medium.

2.3 PROOF OF SUBSCRIPTION

The data in electronic form conserved by the Insurer or its agent of its choosing shall be valid as signature by the Subscriber, shall be binding on the Subscriber and may be accepted as proof of their identity and consent to the insurance offer and to the terms of this Information Notice.

2.4 CONFIRMATION OF SUBSCRIPTION TO THE CONTRACT

The Managing Broker shall send the Subscriber, by e-mail, a Subscription Certificate and this Information Notice and, as reminder, the pre-contractual information documents, and the Subscriber also undertakes to keep these documents on a durable medium.

2.5 RENUNCIATION OF SUBSCRIPTION

For any Trip reserved more than one month prior to the departure date, the Subscriber may renounce his/her subscription to the Contract within 14 days following receipt of the contractual documents, by simply cancelling his/her request for insurance in his/her customer space on the Managing Broker's site in the following form: "I, the undersigned, Surname, Forename and Address, declare that I renounce my subscription to the "Assurance Campings – Assur Travel" Insurance No. jqfkip. Date and Place, Signature".

The Managing Broker, in the name and on behalf of the Insurer, shall then refund the insurance premium paid at the time of subscription.

3. PURPOSE AND LIMITS

Harmful Events are covered subject to the exclusions, Cover limits and compliance with time limits for submitting claims and the formalities laid down in this information notice. The Cover shall apply only if the Insurance Contract is in effect on the date of occurrence of the Harmful Event.

3.1 PURPOSE OF THE COVER

The purpose of the «Assurance Campings – Assur Travel» insurance is to reimburse the Assured, in whole or part, for:

- cancellation charges applied by the campsite in the event of cancellation of the Trip;
- Trip curtailment costs: the costs of the Trip already paid and not used (not including transportation) on a pro rata temporis basis, as of the night following the event leading to the curtailment of the stay;
- the days not used in the event of Late Arrival as of 24h late.

3.1.1 "TRIP CANCELLATION" COVER

The purpose of the Trip Cancellation Cover is to reimburse deposits paid and/or cancellation charges of the Trip, in accordance with the prices of the body providing for reservations or providing accommodation, in the event of cancellation prior to departure.



REASON FOR TRIP CANCELLATION

COMPENSATION WITHOUT DEDUCTIBLE	COMPENSATION SUBJECT TO A DEDUCTIBLE OF 30 EUROS	COMPENSATION SUBJECT TO A DEDUCTIBLE OF 20% (OF THE TOTAL AMOUNT OF CHARGES) WITH A MINIMUM OF 80 EUROS
<p>Serious Illness (including in the event of Epidemic or Pandemic declared within 30 days preceding departure), serious Accident or death (including aggravation or relapse), of:</p> <ul style="list-style-type: none"> - the Assured, his/her legal or de facto spouse, or his/her partner in a civil union, - his/her blood relatives in the ascending or descending lines up to the 2nd degree, - his/her father-in-law, mother-in-law, son-in-law or daughter-in-law, brothers, sisters, brothers-in-law, sisters-in-law, or stepparent, stepchild, stepbrothers or stepsisters, - a disabled person for whom the Assured is the guardian, - the guardian of the Assured, - the person travelling with the Assured and who is not a family member, as long as they appear on the same registration form. 	<ul style="list-style-type: none"> - Unforeseeable complications of pregnancy, as long as the Assured is not more than 3 months pregnant at the time of registration, - Psychological, mental or nervous illnesses, with more than 4 days of hospitalisation, - Contraindication for vaccination and consequences of vaccination, - Dismissal on grounds of redundancy of the Assured or of his/her spouse, provided that the procedure had not started on the date of registration for the Trip, - The Assured, who was registered as unemployed at the time of registration for the Trip, is given salaried employment (other than temporary or short-term employment) or a paid internship, provided that the starting date for hiring or the internship coincides with the time of the stay, - Transfer to a new job for a non-disciplinary reason, requiring the Assureds to move house during the period of the stay, and provided that the procedure was not known at the time of registration for the Trip, - Serious damage to the main or second home or professional premises belonging to the Assured, as a consequence of theft, fire, water damage or natural elements, occurring within the 7 days preceding the date of start of the Trip and imperatively requiring the presence of the Assured, - Serious damage to the Assured's vehicle or breakdown of his/her vehicle, immobilising it for at least 48 hours. This immobilisation must occur within 48 hours prior to the start of the stay, - The Assured is convoked to a re-sit examination (university only), provided that the re-sit examination is set for during the dates of the Trip and the failed examination was not known at the time of registration for the Trip, - The Assured is called before a court, in the context of adoption proceedings, provided that they are set for during the dates of the Trip and the convocation was not known at the time of registration for the Trip, - Change or cancellation of leave for the Assured which had been accepted by his/her employer prior to purchase of the Trip. This cover applies for the benefit of employees, to the exclusion of members of a learned profession or the legal representatives of an undertaking. 	<ul style="list-style-type: none"> - The cancellation of a spa cure which was accepted by the social security body (CPAM - public health insurance fund), - Refusal of boarding due to the taking of the temperature of the Assured or the covered person, on arrival at the departure airport, - Failure by the Assured to present, within the requisite time limits, the results of his/her PCR or equivalent test allowing him/her to travel. The fact that the Assured is declared to be a "close contact" within 7 days prior to departure. - Any event that is random/accidental, sudden, unforeseeable at the time of reservation, duly established and verifiable, independent of the will of the Assured, preventing him/her from travelling and occurring between the date of subscription to the insurance and the date of departure.



3.1.2 “TRIP CURTAILMENT” COVER

The “stay curtailment” cover will cover, in the event of curtailment of the Trip, and on a pro rata temporis basis, that part of the Trip not undertaken for one of the following reasons:

- Medical repatriation of the Assured or a member of his/her family up to the 2nd degree or his/her travelling companion
 - Early return of the Assured as a consequence of Serious Illness, Serious Accident (on the opinion of a doctor) or death of a member of his/her family up to the 2nd degree,
 - Early return as a consequence of serious damage to the Home of the Assured or his/her second home or in the business belonging to him/her and imperatively requiring his/her on-site presence,
- The compensation is calculated as of the day after the early return.

3.1.3 “LATE ARRIVAL” COVER

The “Late Arrival” cover will refund the days not used due to Late Arrival as defined in Article 1. The cover shall only apply where the duration of the Trip is greater than 5 days and the lateness exceeds 24 hours.

This cover shall be granted subject to the condition that the Assured has allowed sufficient time in advance of departure according to the means of transportation used to go to the location of the Trip.

Sufficient time in advance is understood to mean:

- If the Trip is by road, the travel time between the Home and the location of the stay, plus a minimum of one hour,
- If the Trip is by train, the travel time between the Home and the station of departure for the Trip plus a minimum of 20 minutes (for connections, the sufficient time in advance is the amount specified by the railway operators),
- If the Trip is by plane, the travel time between the Home and arrival at the airport plus a minimum of 20 minutes (the time for check-in and boarding are not taken into account).

3.2 COVER LIMITS

One (1) single Harmful Event for all heads of cover taken together.

COVER	CAPS AND LIMITS		
	Limit per insured person	Limit per Trip (maximum of 4 insured persons without family ties)	Deductible
CANCELLATION CHARGES	5.000€	15.000€	No deductible in the event of Serious Illness €30 for the reasons specified in Article 3.1.1 20% of the amount of the charges with a minimum of €80 for the reasons specified in Article 3.1.1
TRIP CURTAILMENT	€3.000€ up to a limit of the trip purchase price	€15.000	No deductible
LATE ARRIVAL	3 DAYS maximum		12 hours and a minimum of 24 hours late

3.2.1 “Stay Cancellation” Cover

The amount of the compensation is limited to €5,000 per insured person appearing on the Subscription Certificate, after deduction of the Deductible as specified in Article 3.1.1, without being able to exceed €15,000 and a maximum of 4 insured persons without family ties per Harmful Event.

In any event, the compensation does not include the insurance premium, the administrative charge, costs of visas, airport taxes.

In the event of cancellation due to Covid-19 (SARS-CoV-2 or 2019 coronavirus or its variants) the cover shall only be applicable if the Assured’s vaccination plan is complete.

3.2.2 “Stay Curtailment” Cover

The amount of the compensation is limited to €3,000 per insured person appearing on the Subscription Certificate without being able to exceed €15,000 and a maximum of 4 insured persons without family ties per Harmful Event and up to the limit of the purchase price of the Trip.

In any event, the Cover shall not apply to the costs of the Trip’s return transportation.

3.2.3 “Late Arrival” Cover

The compensation is limited to a maximum of three (3) days coverage per Harmful Event, for lateness exceeding twenty-four (24) hours and after deduction of a Deductible of twelve (12) hours, without being able to exceed the amount of the cancellation charge for the Stay.



4. EXCLUSIONS

Exclusions common to all heads of Cover

Harmful Events having the following origins are excluded:

- Consequences of events of which the Assured was aware at the time of subscription to this Contract or events of which the Assured was aware at the time of reservation of the Trip up to the date of departure,
- Absence of uncertainty or vagary,
- Accidents resulting from the disintegration of the atomic nucleus or caused by earthquakes, volcanic eruptions or any other cataclysm,
- Services which were not requested during the trip or which were not organised by us, or in agreement with us, cannot give rise to refund or compensation after the fact,
- Hotel and catering costs,
- Loss or damage caused intentionally by the Beneficiary and that resulting from his/her participation in a crime or brawl, except in the event of legitimate defence,
- Epidemics unless specified otherwise in the cover, pollution, events of force majeure, natural disasters (unless specified otherwise) as referred to by French Law No. 82-600 of 13 July 1982, as amended,
- The amount of convictions/court awards and their consequences,
- The use of narcotics or drugs, or medicines that have not been medically prescribed,
- Being under the influence of alcohol,
- Customs duties,
- Participation as competitor in a competitive sport or rally giving rise to national or international classification that is organised by a sports federation for which a licence is issued, and training for such competitions,
- The professional practise of any sport,
- Participation in competitions or trials of endurance or speed and their preliminary trials, on board any terrestrial, nautical or aeronautical vehicle,
- The consequences of failure to comply with recognised safety rules for the practise of any leisure sporting activity,
- Costs incurred after return from the Trip or expiry of the cover,
- Accidents resulting from your participation, including as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aeronautical sports, high-mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, speleology, snow sports with international, national or regional classification,
- Deliberate failure to comply with the regulations of the visited country or the practise of activities not authorised by local authorities,
- Official bans, seizures or constraint by the forces of public order,
- Loss or damage resulting from wilful or fraudulent misconduct on the part of the Assured in accordance with Article L.113-1 of the French Insurance Code,
- Claims for the refunding of tickets for transportation to the resort,
- Claims for the refunding of services not appearing on the registration form for the Trip and therefore not covered (even if these services are purchased from the organiser's local representative on location),
- An event, illness or accident that was first observed or the subject of a relapse or aggravation or hospitalisation within one month prior to the date of subscription to the insurance contract,
- Any circumstance that does not prevent departure or does not prevent remaining at the location until the end of the Trip,
- Forgetting vaccination,
- Failure of any nature, including financial failure, of the transporter making it impossible to perform its contractual obligations,
- Any medical event where the diagnosis, symptoms or cause thereof are mental, psychological or psychiatric in nature, and has not given rise to hospitalisation for more than 4 consecutive days,
- The consequences of criminal proceedings brought against the Assured,
- The fact that the geographical destination of the trip is advised against by the French Ministry for Foreign Affairs,

- An act of negligence on the part of the Assured,
- Any event for which the travel agency may be liable pursuant to the Tourism Code in force,
- The failure to present, for any reason whatsoever, documents that are essential for the Trip, such as passport, identity card, visa, transportation documents, vaccination card except in the event of theft, within 48 hours prior to departure, of the passport or identity card,
- Acts of war or civil war and similar events, riot, internal strife, acts of violence for political reasons, terrorist attack or acts, strike, lock-out and labour-relations conflicts, expropriations or interventions deemed equivalent to expropriation, seizures, withdrawals, decrees or various interventions by a higher authority as well as loss or damage arising due to natural disasters or nuclear energy.

Exclusions common to the «Trip Cancellation» and «Late Arrival» Cover

Harmful Events are excluded from the «Trip Cancellation» Cover and «Late Arrival» Cover where they have the following as their origin:

- Beauty or cosmetic treatment,
- All intentional acts, suicide, attempted suicide, self-harm, drunkenness or the use of narcotics or medicines not prescribed by a competent Medical Authority,
- Pregnancy and pregnancy complications after the 6th month,
- In vitro fertilization, its preparation, treatment and consequences,
- Cancellation due to a person who was hospitalised at the time of reservation of the Trip or subscription of the contract,
- Illnesses or accidents that have not consolidated or those which, considering their evolution, are the subject of constant treatment,
- Illnesses or accidents for which the sequelae may, by medical opinion, contraindicate certain forms of travel,
- Contraindication of travel by air,
- Obligation of a professional nature,
- Failure to present, for any reason whatsoever, documents that are essential for the Trip, such as passport, visa, transportation documents, vaccination card,
- Cancellation due to the transporter or Trip organiser, for any reason whatsoever,
- Cancellation resulting from periodical check-ups.

Exclusions specific to the «Trip Cancellation» Cover

Harmful Events are excluded from the «Trip Cancellation» Cover where they have the following as their origin:

- The closing of borders, for the material organisation or conditions of accommodation or safety of the destination,
- Natural disasters or forest fires occurring at the Trip location and causing the site to be prohibited by local or prefectural authorities, during the stay,
- Failure of any nature, including financial failure, of the Trip organiser;
- Hospitalisation of the Assured or a person appearing on the registration form at the time of purchase of the Trip.

Exclusions specific to the «Trip Curtailment» Cover

Harmful Events are excluded from the Trip Curtailment Cover where they have the following as their origin:

- The hospitalisation of the Assured,
- The quarantining of the Assured.

Exclusions specific to the «Late Arrival» Cover

Harmful Events are excluded from the «Late Arrival» Cover where they have the following as their origin:

- Strikes in public transport or in refineries.



5. DURATION

The Cover shall be effective immediately after validation by the Subscriber of said Cover at the time of purchase of the Trip and payment of the premium to the Distributor for the duration specified on the invoice issued by the Distributor within a maximum limit of 90 consecutive days.

The Cover shall cease:

- Automatically at the date of end of the Trip;
- In the event of exercise of the renunciation period under the conditions specified in Article 2.5;
- In all other cases provided for in the French Insurance Code.

6. PREMIUM

The amount of the premium will depend on the total amount of the Trip, inclusive of taxes, purchased by the Subscriber. Its amount is stated to the Subscriber prior to his/her consent to subscription then, once subscription has taken place, on the Insurance Certificate.

The insurance premium is paid by the Subscriber in its entirety to the Distributor at the same time as the purchase of the Trip.

7. SUBMITTING CLAIMS FOR HARMFUL EVENTS

7.1 - HOW DOES ONE SUBMIT A CLAIM FOR A HARMFUL EVENT?

As soon as the illness first appears or as soon as you become aware of an event giving rise to cover under the insurance, you must IMMEDIATELY notify the Distributor.

At the same time, the claim for the Harmful Event must be submitted within 5 days following the time the Subscriber became aware of it, except in cases of fortuitous event or force majeure.

The claim for a Harmful Event is to be submitted to the Managing Broker as follows:

- via the Assur-Travel partner web space: https://souscription.assur-travel.fr/index.php?vue=espace_partenaire
- By e-mail: contact.gestion@assur-travel.fr
- by post: Assur-Travel, service indemnisation, 99 rue Parmentier, Zone d'activité Actiburo, 59650 Villeneuve d'Ascq

If the Subscriber does not comply with this time limit for submitting the claim concerning the Harmful Event and if the Insurer proves that this delay has caused it loss, the Subscriber shall not benefit from the Cover (article L 113-2 of the French Insurance Code).

7.2 - WHAT SUBSTANTIATING DOCUMENTS SHOULD BE PROVIDED?

Pour obtenir l'indemnisation de son Sinistre, l'Adhérent ou ses ayants droit doivent to obtain compensation for a Harmful Event, the Subscriber or his/her heirs, successors or beneficiaries must provide the following substantiation:

In all cases:

- the number of the contract;
- a copy of the subscription form;
- the original of the detailed invoices of the tour operator or travel agent showing the ground services and transportation services, and where relevant the certificate or substantiating document from the assistance provider confirming the date of repatriation or early return and the reasons therefor;
- The bank details (IBAN) slip of the insurance Subscriber (to enable the bank transfer of the compensation); Where the person motivating the cancellation is not the Assured: Proof of the family tie (copy of the Livret de Famille (collated family birth certificates), etc.);
- any official document setting out the seriousness of the loss or damage that is the cause of cancellation, Late Arrival or early return;
- the circumstances of the Harmful Event, its known or presumed causes, the nature and approximate amount of the loss.

The Assured must take all measures to mitigate the loss already known and guard against further loss. That failing, the Insurer shall be entitled to compensation proportional to the loss that such failure to perform may cause to it.

For the «Trip Cancellation» Cover:

- The paid invoice for cancellation charges or forfeiture drawn up by the service provider;
 - The original of the medical questionnaire duly completed by the doctor;
 - In the event of Personal Accident or Illness: Initial medical certificate* specifying the date and nature of the Accident or Illness and its foreseeable consequences, photocopy of the prescriptions for the followed treatment, prescribed medicines and analyses or other examinations carried out. For this purpose, the Assured must relieve his/her doctor from medical confidentiality with respect to the Insurer or take any steps so that the attending doctor or general practitioner of the person whose Illness or accident motivated the cancellation is relieved from medical confidentiality.
 - In the event of Serious Accident: the Assured must specify the causes and circumstances, and the names and addresses of the persons liable and witnesses.
 - In the event of Covid-19 infection (SARS-CoV-2 or 2019 coronavirus or its variants): if the Subscriber is the one infected: result of the test for SARS-Cov-2 or its variants. If it is a family member who is infected: the positive test of the Member in question and proof of the family relationship. In the absence of proof of the family relationship, a sworn declaration specifying, for example, that the de facto spouse lives with the Subscriber or specifying their family relationship to the Subscriber. Together with proof of fully vaccinated status.
 - In the event of death: Copy of the death certificate.
 - In the event of pregnancy complication: Medical certificate* certifying that the Assured must be confined to bed on the date of departure or during the Trip.
 - In the event of Serious Damage to the Home: Copy of the claim concerning the Harmful Event submitted to the Insurer of the damaged property or properties.
 - In the event of convocation for jury duty or as witness or to a re-sit examination: Copy of the official convocation.
 - In the event of professional constraint: Copy of the assignment order drawn up by the employer of the Assured in question with a copy of the identity papers of the hierarchical superior who ordered the professional trip or the obligation to be at their workstation.
 - In the event that boarding is refused after taking the temperature of the Assured, on arrival at the departure airport: A substantiating document issued by the carrier or airline that refused boarding or by the health authorities.
 - In the event of failure to present the results of a PCR or equivalent test within the time limits: a substantiating document issued by the airline or carrier requesting the presentation of the traveller's test, and the result of the PCR test.
 - If the Assured is a "close contact": a substantiating document issued by the health insurance fund (CPAM) or regional health agency (ARS), declaring that person to be a "close contact" together with the result of the PCR or equivalent test.
 - For any other random/uncertain event: All elements requested by the Managing Broker to allow it to determine, considering the nature of the event, the nature of the circumstances giving rise to it.
- *The medical certificate must be issued by a Medical Authority who is a Third Party with respect to the Assured.

For the «Trip Curtailment» Cover:

- A certificate from the service provider stating the date on which occupation of the accommodation ended, with details of ground services,

For the «Late Arrival» Cover:

- Any official document providing evidence of Late Arrival.

All substantiating documents for the Harmful Event must be sent to the Managing Broker by the methods specified in Article 7.1.

In addition, the Subscriber must provide the Managing Broker with any document that the Insurer deems necessary to assess the well-founded nature of his/her claim for compensation.

If it deems it to be necessary, the Insurer may request the opinion of an expert to assess the Harmful Event.

If the Assured, in bad faith, uses inaccurate documents as substantiation, uses fraudulent means or makes inaccurate or incomplete declarations or claims, the Cover shall be denied to the Subscriber.

The Insurer reserves the right to bring proceedings before the courts of criminal law.



8. TERMS FOR COMPENSATION

Once all of the substantiating documents have been received and validated, within the limits of article 3.2, if the Assured is eligible for the Cover, costs and charges will be reimbursed to the Subscriber by wire transfer, within 5 business days following the date on which the Managing Broker validates the Harmful Event file.

If the Trip is subsequently cancelled with respect to the Distributor, the reimbursement of cancellation charges, in the event of illness, will only take place as of the date of contra-indication observed by a competent authority, in accordance with the cancellation price lists appearing in the Distributor's special terms and conditions of sale.

9. COMPLAINTS

In the event of difficulty concerning the management of the Insurance Contract or a Harmful Event, the Assured may send his/her complaint to the Managing Broker's Complaints Department (Service Réclamations), which may be called upon in the following manners:

- by e-mail: qualiteclients@assur-travel.fr
- by post: Assur-Travel, service qualité client, 99 rue Parmentier, Zone d'activité Actiburo, 59650 Villeneuve d'Ascq

The Managing Broker's Complaints Department undertakes to confirm receipt of the complaint within 10 business days following its date of receipt (even if the response to the complaint is also provided within this time limit) and, in any event, to provide a response to the complaint with a maximum of 2 months following the date of receipt.

In the event that the Managing Broker's Complaints Department rejects the complaint or refuses to uphold it in full or in part, the Assured may then write to the Insurer (stating the references of the file in question and enclosing a copy of any substantiating documents):

- by post: Seyna - Service Réclamations 20 bis rue Louis Philippe 92200 Neuilly-sur-Seine;
- by e-mail: reclamations@seyna.eu

The Insurer shall confirm receipt of the complaint within 10 business days following the date of its receipt and shall specify the foreseeable time required to process it.

The above procedure shall not apply if the dispute has been brought before the courts whether by the Policyholder or by the Insurer.

If disagreement persists after the response given by the Insurer, the Policyholder may seek the opinion of the Mediator of the French Insurance Federation (Fédération Française des Assurances - F.F.A.) at the following address: La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09.

The provisions of this paragraph are without prejudice to all other means of legal redress.

10. MISCELLANEOUS PROVISIONS

Territoriality

The heads of cover apply to the whole world.

Forfeiture

If the Assured, in bad faith, makes false declarations, uses inaccurate documents as substantiation or uses fraudulent means, he/she shall forfeit any right to compensation for the Harmful Event in cause.

Subrogation

The Insurer shall enter by way of subrogation, in accordance with Article L121-12 of the Code, into the rights and rights of action of the Assured against Tenants/Renters and Guarantors for the amount of compensation paid out by it.

If, due to the acts of the Assured, the subrogation can no longer operate in favour of the Insurer, it shall cease to be bound to the very extent that subrogation could have operated.

Requisition

In accordance with Article L.160-6 of the Code, the requisition of the ownership of all or part of a Lot shall fully and automatically cause the suspension of the effects of the Insurance Contract concerning that Lot, within the limits of the requisition and to the extent of the liability of the State.

Limitation period

Any action deriving from the Insurance Contract and subscription shall be time-barred by limitation 2 years as of the event giving rise to it. The limitation period may be interrupted by, inter alia, the appointment of an expert following a Harmful Event or by the sending - by the Insurer or the Subscriber to the other party - of a registered letter with return receipt requested.

The provisions on the time-barring of actions arising out of the insurance contract are laid down in articles L114-1 to L114-3 of the French Insurance Code, reproduced below:

Article L114-1 of the Code: «All rights of action arising out of the insurance contract are time-barred by limitation 2 (Two) years as of the event which gave rise to them. However, this time limit shall only run:

1. In case of reticence, omission, false or inexact declaration as to the risk incurred, as of the day on which the Insurer became aware of it;
2. In case of Harmful Event, as of the day on which the interested parties became aware of it, if they prove having been unaware of it until that time.

Where the action by the Assured against the Insurer is due to a claim by a third party, the limitation period shall only run as of the date on which that third party brought court proceedings against the Assured or was compensated by the latter».

Article L114-2 of the Code: «The limitation period shall be interrupted by one of the ordinary causes for interruption of limitation periods and by the appointment of experts as a consequence of a Harmful Event. The interruption of the limitation period for the right of action may, in addition, result from the sending of a registered letter with return receipt requested by the Insurer to the Assured with respect to the action for payment of the premium and by the Assured to the Insurer with respect to the payment of compensation».

The ordinary causes for interruption of limitation periods, specified in Articles 2240 to 2246 of the French Civil Code, are a writ of summons, including in référés (urgent summary / interlocutory proceedings), served notice summoning payment or seizure, and the acknowledgement by one party of the rights of the other party.

Article L.114-3 of the Code: «By way of derogation from Article 2254 of the Civil Code, the parties to the insurance contract cannot, even by mutual agreement, change the limitation period or add causes for the suspension or interruption of the limitation period».

Processing of personal data

The Policyholder is expressly informed of the existence and declares that he/she accepts the automated processing of personal and nominative information gathered from him/her by the Insurer and by the Managing Broker (and their agents) in the context of contracting, managing and performing the insurance Cover, including the management of complaints, pre-litigation procedures, litigation and the defence of their interests and the implementation of the obligations of vigilance in matters of anti-money laundering and the financing of terrorism, asset freezes, combating the financing of terrorism and financial sanctions, including alerts and declarations of suspicion and the implementation of the measures concerning the fighting of insurance fraud.

He/she is expressly reminded that, in accordance with the provisions of French Law No. 78-17 of 06 January 1978 (as amended) on computing, databases and civil liberties, and European Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the supply of such information is compulsory as it is necessary to obtain Cover and to manage subscription. This information is intended solely for the Insurer and the Managing Broker (and their agents) for the purposes of managing subscription, their contractual partners contributing to carrying out such management and, as the case may be, the Supervisory Authorities.

The Policyholder's data shall be kept for the entire lifetime of the Insurance Contract, until 31 December of the calendar year following the expiry of both the statutory limitation periods and the time limits laid down by the various data conservation obligations imposed by regulations.

The Policyholder has a right of access, objection, rectification, restriction, portability and erasure of the information concerning him/her appearing in the databases of the Insurer or of the Managing Broker, under the conditions laid down by Law No. 78-17 of 06 January 1978 (as amended), by contacting the Managing Broker at the following e-mail address: dpo@assur-travel.fr

Any false or irregular declaration may be the subject of specific processing intended to protect against or to identify fraud, and may lead to inclusion on a list of persons presenting a risk of fraud.

Telephone conversations between the Policyholder and the Managing Broker may be recorded for the purposes of quality control for the provided services or in the context of managing Harmful Events. The data gathered in managing subscription and Harmful Events may be transmitted, under the terms and conditions laid down in legislation and in the authorisation obtained from the French data protection authority (CNIL), to subsidiaries and processors of the Managing Broker outside the European Union. The Policyholder may ask to be put on a do-not-call list for telemarketing purposes by visiting the website www.bloctel.gouv.fr.

The Assured may send complaints concerning the collection or processing of his/her personal data to the department of the Data Protection Officer, whose contact details are specified above. In the event of continuing disagreement, the Policyholder may bring the matter before the French data protection authority (CNIL) at the following address: <https://www.cnil.fr/fr/plaintes>.

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