



Assistance Voyage

- **Contract n°78 675 544**
- **OPTION 1**
- **Cancellation**

SCHEDULE INDICATING COVER		
GUARANTEES	MAXIMUM AMOUNTS	ALLOWANCE
<b>CANCELLATION AND MODIFICATION ALL CAUSES</b> <b>A/</b> Illness, accident or death <b>OF THE INSURED</b>  <b>B/</b> Cancellation resulting from any other random event subject to exclusions	Cancellation costs according to special sales conditions of the tour organiser or the airlines company <b>5.000 €/person maximum</b> <b>50.000 €/event maximum</b>	<b>A/ 10% of amount of journey excluding taxes per person</b>  <b>B/ 20% of amount of journey excluding taxes per person</b>

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Cancellation: The date of subscription of this contract	Cancellation: Date of departure – place of convocation of the group (onward journey)

### GENERAL PROVISIONS

Like in all insurance contracts, this contract implies reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are described in the following pages.

### PROVISIONS COMMON TO ALL THE GUARANTEES

#### DEFINITIONS

##### **Insured Person**

Any physical person defined in the Particular Conditions as having this capacity and having subscribed to this guarantee during the reservation of a service (flight, hotel or car) alone or a dynamic package, irrespective of the place of residence

##### **Insurer / Assistance provider**

Gan Eurocourtage designated hereunder by the term "we"

##### **Insurance Code**

Collection of legislative and regulatory texts governing the insurance contract.

##### **Domicile**

Domicile means your principal and habitual place of residence.

##### **DROM POM COM**

By DROM POM COM are meant the new denominations of DOM TOM (French overseas territories) after the Constitutional Reform dated 17 March 2003, modifying the denominations of DOM TOM and their definitions.

##### **Transport carrier**

By transport carrier is meant any company duly authorised by public authorities for the transport of passengers.

##### **Europe**

By "Europe" is meant all the countries of the European Union, Switzerland, Norway and the Principality of Monaco.

##### **Allowance**

Part of the compensation to be borne by you.

##### **Metropolitan France**

By Metropolitan France is meant the continental France and Corsica, including the DROM POM COM (new denominations of DOM TOM after the Constitutional Reform dated 17 March 2003).

##### **Insurance loss administrator**

Fogg Travel Insurance Services Ltd Crow Hill Drive Mansfield NOTTINGHAMSHIRE NG 19 7AE

##### **Civil war**

By civil war is meant the armed opposition between several parties belonging to the same country and also any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closure of frontiers commanded by the local authorities.

**Foreign war**

By foreign war is meant the armed opposition, declared or undeclared, of one state by another state as well as any invasion or siege condition.

**Illness / Accident**

An alteration of health recognised by a medical authority, requiring medical care and the absolute cessation of all professional or other activities.

**Family member**

By family member is meant the spouse – legal or factual – a child, a brother or a sister, the father, the mother, the parents in law, the grandparents, the grandchildren, the brothers in law and the sisters in law, son in law and daughters in law and in case of death, an uncle, an aunt, a nephew or niece..

**Habitual residence**

By habitual residence of the member is meant the place of his fiscal residence

**Loss**

Event likely to result in the application of a guarantee under the contract.

**Subscriber**

One who takes insurance, physical person or moral entity subscribing to an insurance contract.

**Subrogation**

The judicial situation in which a person transfers his rights to another person (notably: substitution of the insurer to the policy holder for the purpose of legal proceedings against the adverse party).

**Third party**

Any person other than the insured person responsible for the loss.

Any Insured victim of a bodily injury, tangible or intangible consecutive damage caused by another insured person (insured persons are considered as third-parties with regard to one another).Tiers

**WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?**

The guarantees and/or services subscribed under this contract are applicable in the entire world.

**WHAT IS THE DURATION OF THE CONTRACT?**

The validity period corresponds to the duration of services sold by the tour organiser.

The guarantee "CANCELLATION" takes effect from the date of subscription of this contract and expires on the date of departure in voyage (onward journey).

**WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES?**

We cannot intervene when your request for guarantees or services is the consequence of damages resulting from:

**Epidemics, natural catastrophes and pollution**

**Civil of foreign war, riots, popular movements or strikes**

**Willing participation of an insured person in riots or strikes**

**Meltdown of atomic core or any irradiation due to ionising radiation**

**Alcoholism, drunkenness, usage of drugs, narcotics, drugs not prescribed medically**

**Any deliberate act for invoking the contractual guarantee**

**Duels, bets, crimes, quarrels (except legitimate defence)**

**The practice of following sports: bobsleigh, skeleton, mountain climbing, toboggan racing, aerial sports (except parascending) as well as sports resulting from a participation or training for official matches organised by a sports federation**

**The absence of risk.**

**APPLICATION OF GUARANTEES**

**To submit a claim**

**for a DEPARTURE AS FROM December 19, 2011**

**☒ Keep at hand your Travel File number appearing on your order form and connect to the web site:**

**[www.gestion.groupama-assistance-voyage.com](http://www.gestion.groupama-assistance-voyage.com)**

**To submit a claim**

**For a DEPARTURE UP TO December 18, 2011**

**Fogg Travel Insurance Services Ltd, Crow Hill Drive  
Mansfield, Nottinghamshire NG197AE, UK**

**Tel. No. + 44 (0) 16.23.63.13.31**

**Fax No. +44 (0) 16.23.42.04.50**

**To facilitate handling of your file, please indicate**

**Your policy number **78 675 544****

**The policy beneficiary etc..**

**HOW IS YOUR COMPENSATION CALCULATED?**

If the compensation cannot be determined by mutual agreement, it is evaluated by means of an amicable appraisal, subject to our respective rights.

Each of us may choose his expert. If these experts are unable to agree, they call for a third expert and all three operate jointly with a majority vote.

If one of us fails to name an expert or if the two experts fail to agree on the choice of a third expert, the President of the District court shall nominate him, deciding on a case filed before him. Each of the co-contractors shall bear the costs and honoraria of his expert and if required, half of these expenses for the third expert.

**GUARANTEED FAST PAYMENT**

Claim files forwarded by the insured person will be paid within 72 working hours of acceptance of the file by the company. This guarantee of fast payment is conditional solely upon the Insured person providing all the documents required for examination of the claim file. If they are not provided accordingly, this guarantee cannot be legitimately implemented.

Subject to provision of all the documents required to examine the file and, if this lead time is not met, the company will forward a cheque for £80.

**WHAT ARE THE SANCTIONS APPLICABLE IN CASE OF DELIBERATE FALSE DECLARATION BY YOU AT THE TIME OF LOSS?**

Any fraud, reluctance or deliberate false declaration from you regarding the circumstances of a loss will lead to the forfeiture of all rights for service or compensation regarding this loss.

**WHAT ARE THE MODALITIES FOR EXAMINING THE COMPLAINTS?**

In case of difficulty, you should send your complaint to: Gan Eurocourtage Immeuble Elysées La Défense  
Customer Relations Service 7 place du Dôme TSA 59876 92099 La Defense cedex

If finally, you are dissatisfied after the response provided to you, you may seek the opinion of the Mediator under conditions that will be communicated to you on simple request sent to the above address.

**AUTHORITY FOR THE CONTROL OF INSURANCE COMPANIES**

**Autorité de Contrôle Prudentiel (ACP)**

**61, rue Taitbout**

**75436 PARIS CEDEX 09**

**INFORMATION TO SUBSCRIBER ABOUT THE PROVISIONS OF THE NATIONAL COMMISSION ON COMPUTER DATA AND LIBERTIES – CNIL**

Information concerning you is necessary for processing your requirements and also for the management of your insurance contract. It is meant for the use of the insurer, his agents, his reinsurers, his service providers and professional organisations. The information is also meant for commercial use by other group companies and their partners. If you do not desire this, you can make an opposition to the address given below.

Conforming to the Law No. 78 – 17 dated 6 January 1978 relating to computer data, files and liberties; you have a right to opposition, access, rectification and communication of data concerning you by contacting

your insurer at the following address: Gan Eurocourtage –Customer Relations Service - Immeuble Elysées  
La Défense 7 place du Dôme TSA 59876 - 92099 La Defense cedex  
–E-mail: [relationsconsommateurs@gan-eurocourtage.fr](mailto:relationsconsommateurs@gan-eurocourtage.fr)

### **SUBROGATION**

After paying you the compensation, except compensation paid against the Travel Accidents guarantee, we are subrogated in the rights and actions you may be entitled to, against third parties responsible for the loss, as provided by the Article L.121-12 of French Insurance Code.  
Our subrogation is limited to the amount of compensation paid by us or to the services provided to you by us.

### **WHAT IS THE LIMITATION PERIOD?**

Any action with regard to this contract can be exercised only during a period of two years from the event causing it under the conditions determined by the Articles L.114-1 and L.114-2 of the French Insurance Code.

## **CANCELLATION AND MODIFICATION ALL CAUSES**

### **NATURE OF THE GUARANTEE**

**Groupama Travel Insurance** shall reimburse the advances and all amounts excluding taxes kept back by the tour organiser, after deducting an allowance indicated below, that are invoiced to you according to the General Sales Conditions of the organiser when the insured person is obliged to cancel or modify his (outward) journey before the departure.

**Groupama Travel Insurance** shall reimburse to the insured the cancellation costs to be paid by him, if his departure is prevented by a random event that can be proved.

By random event is meant any circumstance not intentional on behalf of the insured or a member of his family, unforeseeable on the date of subscription and caused by the sudden action of an external cause.

### **EFFECT OF THE GUARANTEE**

Provided that the insured has paid the corresponding premium in advance and that he has subscribed to this contract on the date of registration for the trip or latest the day before the first day of application of penalties specified in the scale of penalties in case of cancellation, the guarantee shall take effect on subscription of this contract and shall expire at the time of departure or the handing over the keys in case of real-estate or vehicle rental.

### **LIMITATION OF THE GUARANTEE**

The compensation due by virtue of this guarantee shall not exceed the actual amount of penalties invoiced, within the maximum limit of the scale fixed in the particular conditions of the travel agency following the cancellation of the journey. In all the cases, the amount shall not exceed the amounts fixed in the table of guarantees.

**Insurance premium, and airport taxes cannot be reimbursed.**

### **ALLOWANCE**

In all the cases, **Groupama Travel Insurance** shall compensate the insured after deducting an allowance whose amount is specified in the table of guarantees.

### **EXCLUSIONS**

Other than the exclusions specified in the General Conditions, are not guaranteed cancellations resulting from:

**Any circumstance affecting only the pleasantness of the insured person's trip**

**The simple fact that the destination of insured person's trip is subject of an advisory by the French Ministry of Foreign Affairs**

**Any event for which the responsibility may fall on the tour organiser in application of articles L.211-8 and following of the Tourism Code.**

**Late application for visa from competent authorities, the non-conformity of a passport, forgetting of vaccination, theft or loss of identity documents more than 48 hours before the departure.**

**A psychic, mental or depressive illness without hospitalisation.**

#### WHAT IS THE TIME LIMIT FOR DECLARING THE LOSS?

On the first signs of the illness or on getting to know of the event invoking the guarantee, you must IMMEDIATELY inform the travel agency.

If you cancel the trip later with the travel agency or the organiser, we can reimburse the cancellation costs only from the time of first signs of illness or accident leading to the cancellation, conforming to the scale of cancellation given in the general sales conditions of the organiser.

Notify our administrator of insurance losses by e-mail or post immediately on the occurrence of the loss or latest within five working days. After this period, the insured person shall lose all right to compensation if his delay has caused a prejudice to **Groupama Travel Insurance**.

#### WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

Your declaration must be accompanied by:

- In case of illness or accident, a medical certificate and / or an administrative bulletin of hospitalisation mentioning the origin, nature, seriousness and foreseeable consequences of the illness or accident
  - In case of death, a certificate and civil registry certificate
  - In other cases, all available proof.

You must send us the documents and medical information necessary for processing your file using the pre-printed envelope addressed to the physician counsel that we shall send you on reception of your declaration of loss, as well as the medical questionnaire to be completed by your physician.

If you do not have these documents or information, you must have them sent to us by the physician treating you, using the pre-printed envelope mentioned above.

You must also send us the details of these additional documents using the pre-printed envelope addressed to the physician counsel, all the information or documents that may be required from you for proving the reason for your cancellation, in particular:

- All the photocopies of prescriptions for drugs, analyses and examinations as well as documents proving their delivery or execution, in particular the social security claim forms carrying, for the prescribed drugs, the copy of their corresponding vignettes.
- Statements from the Sécurité Sociale or any other similar organisation relating to the reimbursement of treatment costs and the payment of daily allowances
- The original of the paid-up invoice for the debit amount you are required to pay to the tour organiser or held back by him
- Your insurance contract number
- The registration certificate issued by the travel agency or tour organiser
- In case of accident, you must in case of accident, you must in addition explain the causes and circumstances and provide us with the names and addresses of those responsible and if applicable, the witnesses.

In addition, it is agreed specifically that you accept in advance the principle of a check-up by our physician counsel. In such a case, if you oppose it without legitimate reason, you shall lose your rights under the guarantee.

#### MISSED FLIGHT

#### NATURE OF THE GUARANTEE

In case of non-presentation of the Insured person for boarding the flight due to a random event, **Groupama Travel Insurance** shall reimburse the journey not completed, if the Insured person makes a departure within 48 hours of the initially scheduled departure.

By random event is meant any circumstance not intentional on behalf of the insured or a member of his family, unforeseeable on the date of subscription and caused by the sudden action of an external cause.

#### EFFECT OF THE GUARANTEE

The guarantee shall take effect on subscription of this contract and shall expire at the time of departure.

#### LIMITATION OF THE GUARANTEE

In all the cases, the compensation shall not exceed the amount specified in the table of guarantees. **Insurance premium, and airport taxes cannot be reimbursed.**

## EXCLUSIONS

Other than the exclusions specified in the General Conditions, are not guaranteed cancellations resulting from:

- Any circumstance affecting only the pleasantness of the insured person's trip**
- Any event for which the responsibility may fall on the tour organiser in application of articles L.211-8 and following of the Tourism Code.**
- Late application for visa from competent authorities, the non-conformity of a passport, forgetting of vaccination, theft or loss of identity documents more than 48 hours before the departure.**
- A psychic, mental or depressive illness without hospitalisation.**

## OBLIGATIONS IN CASE OF LOSS

The insured person or his heirs must:

Notify our administrator of insurance losses by e-mail or post immediately on the occurrence of the loss or latest within five working days. After this period, the insured person shall lose all right to compensation if his delay has caused a prejudice to **Groupama Travel Insurance**.

- Include in this e-mail or letter the contract number, the exact reason for missing the flight and the complete contact details of the insured person.

Send the following documents:

- Proof of the event leading to missing of flight
- Invoice of registration
- Proof of purchasing a new ticket.

## FLIGHT DELAY

### NATURE OF THE GUARANTEE

This guarantee is valid for the following onward and/or return flights:

- Regular or so-called "Low-cost" flights of airline companies whose schedules are published
- Onward charter flights whose timings are indicated on the onward air ticket.

Following a late arrival of insured person's flight by more than **four hours** with reference to the initially scheduled time, **Groupama Travel Insurance** shall pay a compensation to the Insured person within the amount indicated in the table of guarantees.

This guarantee is not applicable if the insured person is transferred to another airline within the initially scheduled timings.

### EFFECT OF THE GUARANTEE

This guarantee takes effect on the date and time indicated on the air ticket and expires on arrival at the destination airport.

## EXCLUSIONS

- Civil or foreign war, natural catastrophes, epidemics, popular movements, strikes, terrorist acts, taking of hostages or sabotage, any manifestation of radioactivity, any effect of nuclear origin or caused by any other source of ionising radiation in the country of departure, transfer or destination**
- Any event causing danger to the safety of the insured person's journey and when there is an advisory against the destination from the French Ministry of External Affairs.**
- A decision of airport authorities, civil aviation authority or any other authority announced 24 hours before the departure date of insured person's journey.**
- Events occurring between the date of reservation of the insured person's journey and the date of subscribing this contract.**

### WHAT ARE THE OBLIGATIONS TO BE RESPECTED IN CASE OF FLIGHT DELAY?

For the obtaining the FLIGHT DELAYS guarantee, you must imperatively have completed in advance by the airlines that has operated the flight or else by the airport authorities (for air transport) the declaration of loss

enclosed with the General Conditions given to you during the subscription, mentioning therein the initial scheduled arrival time and the real arrival time of the guaranteed flight.  
You must in addition have the said declaration stamped by the airlines or the authorities mentioned above.  
If you cannot complete this step due to any reason whatsoever, the time retained for the calculation of your compensation shall be the time indicated by the travel agency or by the airlines operating the flight.

Immediately on your return from the trip and latest within the month following it, you must send to our insurance loss administrator the copy of your air ticket, the purchase invoice of the guaranteed flight, the stub of your boarding ticket, and also the above mentioned declaration of loss duly completed.

**IMPORTANT:**

Unless you conform to the obligations mentioned above, it will be impossible to establish the reality of flight delays and therefore you will not receive any compensation.

Further, if you knowingly make a false declaration or employ fraudulent means or inaccurate documents, you shall forfeit all right to compensation.

**INFO SERVICE NUMBER**

**Emergency telephone assistance is provided 24/7: Tel. (+33) 1 45 16 84 82**

Groupama Travel Insurance provides a dedicated line to the Insured Person to answer any information requests on any subject concerning his or her trip (whether questions relative to police formalities, weather, medical information or regulations applicable in the country visited or applied by the transport company).

This service will be available to the Insured person from the time the policy is taken out and ends on return from the trip.

**To submit a claim**

**for a DEPARTURE AS FROM December 19, 2011**

☒ **Keep at hand your Travel File number appearing on your order form and connect to the web site:**

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**To facilitate handling of your file, please indicate**

**Your policy number **78 675 544****

**The policy beneficiary etc..**

**INFO SERVICE Number**

**For any tourist information on your destination,**

☒ **contact us 24/7 by :**

**Tel. (+33) 1 45 16 84 82**

Groupama Travel Insurance is a brand of Gan Eurocourtage –  
French Insurance and reinsurance company – Public limited company with a capital of 8 055 564 euros (fully paid up) –  
RCS Paris 410 332 738 – APE: 6512Z  
Immeuble Elysées La Défense – 7 place du Dôme- TSA 59876 – 92099 La Défense Cedex – Phone: 01 70 96 60 00 –  
Registered Office: 8-10 rue d'Astorg – 75383 Paris Cedex 08 – Phone: 01 44 56 77 77  
[www.gan-eurocourtage.fr](http://www.gan-eurocourtage.fr) – [contact@eurocourtage.com](mailto:contact@eurocourtage.com) – Customer Relations:  
Phone: 01 70 96 67 37 – [relationsconsommateurs@gan-eurocourtage.fr](mailto:relationsconsommateurs@gan-eurocourtage.fr)  
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