

## TRAVEL INSURANCE

### TRIP CANCELLATION – CURTAILMENT

#### **Deadline for subscription**

For the "CANCELLATION" guarantee to be valid, the present contract must be taken out when you book your trip.

The "TRIP CURTAILMENT" guarantee is applicable throughout the duration of the trip that corresponds to the invoice issued by the organiser for a maximum of 90 days as from the departure date.

#### **General provisions common to all guarantees:**

#### **DEFINITIONS**

##### **Hazard**

An event that is non-intentional, unpredictable, overwhelming and external.

##### **Disaster / Acts of terrorism**

By attack, we mean any act of violence constituting a criminal or illegal attack perpetrated against persons and/or property, in the country in which you are staying, the aim being to seriously disturb public order. This "attack" must be recorded by the French Ministry of Foreign Affairs.

##### **Natural disaster**

The abnormal intensity of a natural agent that is not caused by human intervention.

##### **Insurance code**

The collection of legislative or regulatory texts that govern the insurance contract.

##### **Forfeiture**

Loss of the right to the Guarantee for the claim in question.

##### **Subscriber**

The insured, whether a natural or legal person, who has taken out the insurance contract and is domiciled in a country exception of countries concerned by civil or foreign wars (Ex: Iraq, Afghanistan, Sudan, Syria etc.).

##### **Beneficiary**

Any natural person who has taken out for himself or for his family a travel insurance contract.

##### **Domicile**

The subscriber's and/or beneficiary's usual address, as stated on the contract.

By domicile, we mean your principal and usual place of residence.

##### **Europe**

By Europe, we mean the countries that belong to the European Union, UK, Switzerland, Norway, Russia and the Principality of Andorra, Monaco and Liechtenstein.

##### **Territorial validity**

The whole world, with the exception of countries concerned by civil or foreign wars (Ex: Iraq, Afghanistan, Sudan, Syria etc.).

##### **Duration of the guarantee**

From one day to one year, depending on the wording of the contract.

##### **Areas of application**

Accident or illness (except those excluded by the guarantee) during the period of validity of the contract, as well as any cause of cancellation or curtailment of the trip provided for by your contract.

##### **Medical fees**

Fees for medically prescribed pharmaceuticals, surgery, consultations and hospitalisation that are necessary to the diagnosis and treatment of an illness.

##### **France**

By France we mean the European territory of France (including the islands located in the Atlantic Ocean, Channel, and Mediterranean Sea) as well as the DROM POM COM (the new name for French overseas departments and territories since the constitutional reform dated 17<sup>th</sup> March 2003).

**Excess**

Part of the indemnity owed by you.

**The company dealing with Insurance Claims**

ASSURMIX – 3 Rue de Liège 75009 Paris

**Insurer**

Bastion Insurance Company Limited, The Landmark, Level 1, Suite 2, Triq L-Iljun, Qormi QRM 3800, Malta.

**Assistance Company**

AIDICALL: Assistance centre open 24/7.

**Strike**

Collective action consisting in a concerted work stoppage decided by the employees of a company, an economic sector, or a professional category, aimed at lending weight to their demands.

**Civil war**

By civil war, we mean the armed opposition of several parties belonging to the same country, as well as all forms of armed rebellion, sedition, insurrection, coups, the imposition of martial law or closure of the borders ordered by the local authorities.

**Foreign war**

By foreign war we mean armed opposition, whether or not waged by one State on another State, as well as any invasion or state of siege.

**Hospitalisation**

A stay in a private or public hospital lasting more than 48 consecutive hours, for an emergency intervention, that is to say an unscheduled intervention that cannot be postponed.

**Serious illness / accident**

The deterioration of a person's state of health ascertained by a medical authority that requires medical care and the absolute cessation of all forms of professional activity or other forms of activity (sport).

**Accident**

Any harmful, sudden and involuntary injury to the human body or damage to property belonging to the beneficiary, caused by an unpredictable and external occurrence.

**Family member**

By family member, we mean any person who can prove their kinship (in law or in fact) to the member in the following terms: that is to say your spouse or common-law partner, your ascendants or descendant up to the 2<sup>nd</sup> degree, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

**Pollution**

Degradation of the environment through the introduction into the air, water or soil of materials that were not naturally present in that environment beforehand.

**Accident**

An event likely to result in the application of a guarantee included in the contract.

**Subrogation**

The legal situation by which a person is granted the rights of another person (in particular: when the Insurer substitutes for the Subscriber for the purpose of prosecuting the opposing party).

**Third party**

Any person other than the member who is responsible for the damage or loss. Any member who is the victim of a bodily injury, or consecutive materiel or immaterial damage caused by another Member (Members are considered to be third parties among themselves).

**Sports concerned**

All sports, with the exception of: mountaineering at an altitude of more than 5,000 metres, bobsleighbing, Olympic sledding, hunting dangerous animals, skeleton, aerial sports, mechanical sports and caving or potholing.

**Insurance premium**

The insurance premium is the amount invoiced to the insured person (The insured person, you) for the insurance policy (Including the Insurance taxes on the insurance premium), this includes the fees of Bastion Insurance Company (the insurer, us) for the insurance risk the other associated fees and other agent fees (Assurmix) under whom you have subscribed the insurance policy.

The fees of Bastion Insurance Company serve to cover the insured risk including the fees you authorize Assurmix to charge under our name. The remaining of the insurance premium sold, that covers your agent costs and expenses and that serves to cover the cost to issue the insurance policy, has to be paid to your agent directly. Bastion is not concerned about this remaining part.

## WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?

The guarantees and/or services subscribed through the present contract apply throughout the whole world.

## DURATION OF THE CONTRACT

The period of validity corresponds to the duration of the services sold by the trip organiser. It begins on the day the trip or trip services are purchased and lasts until the day of departure with regard to the trip Cancellation guarantee. The duration of the trip Interruption guarantee starts on the 1<sup>st</sup> day of departure and lasts until the last day (as indicated by the dates of the travel services subscribed).

## GENERAL EXCLUSIONS

**We cannot intervene when your requests for guarantees or service are the consequence of damages or injury as the result of:**

- epidemics (other than COVID), natural catastrophes and pollution.
  - Person not up to date with their vaccinations to travel (including COVID vaccinations).
  - civil or foreign war, riots or a grassroots movement or strike.
  - the voluntary participation of the insured in riots or strikes.
  - the disintegration of atomic nuclei and radiation caused by any form of ionizing radiation.
  - alcoholism, drunkenness, the use of drugs, narcotics, or medicine that has not been prescribed by a member of the medical corps.
  - any intentional action likely to give rise to a claim or any consequences of criminal procedure of which you are the object.
  - duels, gambling, crimes, brawls (except in self-defence).
  - suicide and the consequences of attempted suicide.
  - the absence of hazard.
  - insured property and/or activities when the Insurer is forbidden to supply an insurance contract or service owing to sanctions, restrictions or prohibitions provided for by agreements, laws or rules and regulations, including those decided by the United Nations Security Council, the Council of the European Union, or any other applicable national law.
  - insured property and/or activities when they are subject to any type of sanction, restriction, total or partial embargo or prohibition provided for by agreements, laws or rules and regulations, including those decided by the United Nations Security Council, the Council of the European Union, or any other applicable national law. It is understood that this provision only applies when the insurance contract, insured property and/or activities are included in the area of application of the decision to impose restrictive sanctions, total or partial embargo or prohibition.
  - Accidents as the result of participation in an official competition organised by a sporting federation and legally requiring a federal licence to take part, as well as training in view of taking part in these competitions and civil liability related to these activities.
  - Mountaineering at an altitude of more than 5,000 metres, bobsleighbing, skeleton, Olympic sledding, hunting dangerous animals, aerial sports including kitesurfing, paragliding, microlighting, delta wing flying, motorized paragliding, parachuting, gliding, etc... Mechanical sports, including motorcycling, quad riding, snow scooter riding, jet skiing, motorized boating, etc...
- Registering and participating as an amateur in a "nature-adventure" trek is subject to being declared and accepted by Assurmix.
- All cases of force majeure that render the performance of the contract impossible, and in particular bans imposed by local, national or international authorities
  - Any form of radioactivity.
  - The use of drugs, narcotics, or medicine that has not been prescribed by a doctor.
  - Pregnancy after the 32<sup>nd</sup> week.

## CALCULATING YOUR CLAIM SETTLEMENT

If the claim settlement cannot be determined by direct agreement, it will be assessed through amicable expertise, subject to our respective rights.

Each one of us appoints an expert. If these experts fail to agree, they call in a third expert, and all three work together and decide on a majority vote.

Failure on the part of one or the other to appoint an expert, or should both experts fail to agree with regard to their choice of a third expert, an expert will be appointed by the presiding judge of a high court of justice ruling in summary proceedings. Each co-contractor shall bear the costs and fees of his/her own expert and, when applicable, half of those of the third expert.

## TIME LIMIT FOR CLAIM SETTLEMENT

Settlements are made within 15 days of our mutual agreement or notification of the enforceable legal decision.

## SANCTIONS THAT APPLY IN THE EVENT OF AN INTENTIONAL FALSE STATEMENT ON YOUR PART

Any act of fraud, reticence or intentional false statement on your part concerning the circumstances or consequences of damages or loss shall result in your losing your entitlement to services or indemnities for this claim.

## TIME LIMIT FOR SUBMITTING A CANCELLATION CLAIM

- **Medical reason:** you must submit your claim **as soon as it has been established by a competent medical authority that your state of health is serious enough to contraindicate travel.**

If your cancellation is subsequent to this contraindication to travel, our reimbursement will be limited to the cancellation fees in force on the date of the contraindication (calculated on the basis of the travel organiser's scale, of which you were informed at the time of registration).

**For any other cancellation reason:** you must submit your claim as soon as you have been informed of the event that could result in performance of the guarantee. If your travel cancellation is subsequent to this date, our reimbursement will be limited to the cancellation fees in force on the date of the event (calculated on the basis of the travel organiser's scale, of which you were informed at the time of registration).

- Furthermore, if the claim has not been submitted directly by the travel agency or organiser, you must inform us within 5 working days of the event giving rise to the claim. To do so, you must send us the claim appended to the insurance contract which has been given to you.

## TIME LIMIT FOR SUBMITTING A TRIP CURTAILMENT CLAIM

- You must inform us of damages as soon as you are made aware of the event that could give rise to a claim within 48 hours.

## DATA PROTECTION APPLYING THE GDPR (Data Protection General Regulation)

### Collection and purpose of use of your personal data

The personal data collected on behalf of the Insurer are subject to a computerized processing to allow us to contact you and to propose you some insurance offers or insurance documentation.

The person responsible for processing your personal data is Bastion Insurance Company Limited, The Landmark, Level 1, Suite 2, Triq L-Iljun, Qormi QRM 3800, Malta.

The legal basis for the processing of your personal data is based in the execution of your insurance contract and your explicit consent at the registration of your personal data.

For the same purposes as those set out above, this data may be used by us and could be transferred to partners, agents, reinsurers, subcontractors etc..

If the personal data collected is transferred outside the European Union, guarantees would be taken to legally regulate this transfer and ensure a good level of data protection.

### Personal data retention

Your personal data are kept for the purposes mentioned above and in accordance with the legal obligations in force. This personal data will not be kept longer than necessary to fulfill these purposes.

### Your rights to the protection of your data

You have the rights of access, rectification, deletion and opposition for legitimate reasons relating to all your personal data. You also have the right to limit processing and the right to request the transfer of your data (right to portability). You may withdraw consent to the use of your data at any time.

You can exercise all these rights by sending your request, accompanied by an identity document signed to Richard Echevarria /dpo@assurmix.fr. Your request will be processed by the Data Protection Officer.

The controller reserves the right not to access such requests if the processing of the data is necessary for the use of the contract, compliance with a type of legal obligation.  
You have the right to place a complaint with a supervisory authority (the CNIL is the competent supervisory authority in France).

#### security

Security and integrity of personal data of our clients are very important for us. Therefore we commit to process these data using technically and organizationally appropriate security measures.

### **SUBROGATION and MULTIPLE INSURANCES**

You are obliged to declare the existence of other insurances that cover the same risks as the present contract when you submit a claim. When several insurance contracts are taken out without fraud, each of them shall be valid within the limit of the contract's covers and in compliance with the provisions of the Insurance Code (Art. L121-4). When indemnities are paid in whole or in part, the Insurer is automatically subrogated in all the rights and actions of the Insured with regard to indemnities paid (Art.L121-12)

### **PRESCRIPTION**

Any action resulting from the present guarantees shall lapse after 2 years, as from the date of the event that caused it.

### **COMPETENT COURTS – APPLICABLE LAW**

Pre-contractual and contractual relations are governed by French law and mainly the Insurance Code. Any legal action related to the present contract shall fall under the exclusive jurisdiction of French courts.

### **LIMITS THAT APPLY IN CASES OF FORCE MAJEURE**

We shall not be held responsible for our failure to provide assistance services in the event of cases of force majeure or the following events: civil or foreign wars, notorious political instability, grassroots movements, riots, acts of terrorism, reprisals, restrictions to the free circulation of people and goods, strikes, explosions, natural catastrophes, the disintegration of atomic nuclei, or delays in the performance of services as a result of the aforementioned causes.

## TRIP CANCELLATION INSURANCE:

### NATURE OF THE GUARANTEE

We guarantee the reimbursement of cancellation penalties invoiced by your travel organisation in accordance with its general conditions of sale, when the cancellation, made known PRIOR TO DEPARTURE, is the result, after the insurance was taken out, of the occurrence of one of the following events:

- Death, a serious accident or serious illness, including the worsening of a chronic or pre-existing illness, on the condition that it has not been ascertained by a doctor within the month preceding the booking, concerning yourself, a member of your family, as well as all the people who usually live with you.
- Death of an uncle, aunt, nephew or niece.
- Serious damages due to fire, an explosion, damage caused by water or the forces of nature to your professional or private premises, and imperatively requiring your presence to take the necessary conservatory measures,
- Theft in your professional or private premises, if the theft imperatively requires your presence and if it occurred within 48 hours of your departure.
- Complications due to pregnancy and their consequences.
- A summons or an administrative or professional event, on the express condition that the insured had not been informed of the date of one of the limiting events detailed below at the time of booking the trip or taking out this guarantee:
  - You or your spouse are made redundant, whether factually or legally, when insured by this same contract on the condition that the procedure had not begun before you took out the insurance.
  - You are summoned to go to court as a witness, member of a jury at a criminal trial, or a procedure for the adoption of a child.
  - You are offered a job or job centre training, on the condition that you are a registered job seeker, with the exclusion of an extension or renewal of contract.
  - You are requested to resit an exam, on the condition that you did not know when you booked the trip or took out the insurance that you had failed the exam, and when the make-up test is being held during your travel period.
  - A non-disciplinary professional transfer imposed by the employer, or the suppression or modification of paid vacation imposed by the employer after a date had been jointly agreed with him before buying the trip and the cancellation insurance. **A 25% excess shall be applied to the amount of the claim. The guarantee does not apply to: self-employed workers, freelance workers, company managers, and legal representatives of businesses.**
- Death, or a serious accident or illness on the part of the person designated to stand in for you at work, or look after your underage or disabled children during your trip.
- Contraindications or the consequences of vaccination.
- Your visa is refused by the authorities of the country you intend to visit, on condition that the request was made within the deadlines stipulated by the country's competent authorities.
- Your vehicle suffers serious damage within 48 hours of your departure, inasmuch as it is essential for you to get to the airport or your destination and cannot be used.
- Your identity card and/or passport is stolen within 48 hours of your departure, meaning you are unable to meet police formalities at borders. **A 25% excess shall be applied to the amount of the claim.**
- You become ill or have an accident, and this fact has been ascertained by a doctor and will prevent you from practicing the activity which is the main aim of the theme-based trip you had booked.

- The person who was supposed to be travelling with you, who had registered at the same time and is insured by the same contract cancels his/her trip, when the cancellation is due to one of the causes listed above. However, if you choose to leave without that person, we will reimburse the additional fees incurred by the cancellation.

- If, for an event covered by the guarantee, you choose to be replaced by another person rather than cancel your trip, we shall bear the fees incurred by changing the name invoiced by the supplier (tour operator, airline company...). In any case, the indemnity shall not exceed the amount of the cancellation fees due on the date of the accident or loss.

**WARNING: if you cancel late, we shall only bear the cancellation fees due on the date of the event that generated the claim.**

**If the Cancellation guarantee was taken out after the event that caused you to cancel the trip and be bought to the attention of the insured, it will not entitle you to indemnities.**

## **LIMITATION OF THE GUARANTEE**

Indemnities owing pursuant to the present guarantee shall not exceed the actual amount of the penalties invoiced as a result of the cancellation of the trip. It shall not exceed **4,500€ per person** and **20,000€ per event**. File fees, taxes, visa fees and the insurance premium shall not be reimbursed.

**By event, we mean:** any fact that generates harmful consequences likely to give rise to one or several claims covered by the contract.

## **EXCESS**

An excess of **30€ per person** will be deducted from the indemnity we owe you.

## **EXCLUSIONS**

**All the events not stated in the article entitled: "Nature of the guarantee" are excluded.**

**In addition to the General Exclusions, cancellations due to the following are not covered by the guarantees:**

- Beauty treatment, spa cures, the voluntary termination of a pregnancy, in vitro insemination and its consequences.
- A psychiatric or mental illness or depression without hospitalisation, or a period of hospitalisation not exceeding 3 days.
- Epidemics (other than COVID).
- A forgotten vaccination
- A stay and/or trip that exceeds 90 days away from your domicile.

## **TRIP CURTAILMENT INSURANCE:**

### **NATURE OF THE GUARANTEE**

- If, as a result of death, serious bodily injury or illness that need an hospitalization in both cases and/or repatriation organized by an assistance company:

- concerning yourself or a member of your family, as well as any person usually living under your roof.
- The person travelling with you, who had registered at the same time and is insured by the same contract or
  - If, owing to theft, serious damage, fire, an explosion, damage caused by water or the forces of nature to your professional or private premises, and imperatively requiring your presence to take the necessary conservatory measures,

**you are obliged to interrupt the trip covered by this contract, we will reimburse the unused services booked with your tour operator (travel agency/ reservation centre), included in the sum insured, which are neither reimbursed, replaced or compensated for by your service provider.**

**The reimbursement will be made on a pro rata temporis basis, transport fees and car rental fees not included**

(one-day excess).

## **LIMITATION OF THE GUARANTEE**

Indemnities owing pursuant to the present guarantee are limited to **€4,500 per person** and **€20,000 per event**.

**By event, we mean:** any fact that generates harmful consequences, likely to result in the implementation of one or several guarantees covered by the contract.

## **EXCESS**

A one-day excess will be applied to the calculation of the reimbursement on a pro rata temporis basis and this amount will be deducted from the indemnities we owe you.

## **EXCLUSIONS**

**Any events which are not mentioned in the article entitled "Nature of the guarantee" are excluded.**

**In addition to the General Exclusions, cancellations due to the following are not covered by the guarantees:**

- **Beauty treatment, a spa cure, the voluntary termination of a pregnancy, in vitro insemination and its consequences.**
- **A psychiatric or mental illness or depression without hospitalisation, or a period of hospitalisation not exceeding 3 days.**
- **Epidemics.**
- **A forgotten vaccination**

## **OBLIGATIONS IN THE EVENT OF A CLAIM**

**When insurance guarantees are at stake, you must:**

- Inform us in writing regarding any damages or loss likely to give rise to a claim within five working days (this deadline is shortened to two working days in the event of theft). Once this deadline has expired, you will lose any right to indemnities if your delay has resulted in prejudice for us.
- Pass on any information or documentary proof to us (including the original copies of medical documents) as soon as possible.
- Spontaneously inform us of any guarantees taken out to cover the same risks with other insurers.

Send to:

### **ASSURMIX**

3 Rue de liège 75009 PARIS

Tel: +33 (0)9 69 39 32 75

sinistres-voyage@assurmix.fr

**For a trip Cancellation / Curtailment claim:**

- You must inform the company from which you purchased your service as soon as the damages or loss occurs. (If you cancel late, we shall only bear the cancellation fees due on the date of the event)
- In any case:
  - for a cancellation, you will systematically be asked to produce the original copies of invoices regarding cancellation and registration fees.
  - for an curtailment, you will systematically be asked to produce the original copies of registration fees or the invoice issued by the tour operator and/or reservation centre.

If you do not provide our medical adviser with the medical information needed to examine your case, your file will not be dealt with.

We reserve the right to ask you to produce the unused travel ticket.

- You must accept, whenever required to do so, to be examined by our doctors to enable them to ascertain your state of health.



- Spontaneously tell us about any permanent disabilities you suffered from prior to the claim.

**When making a claim, you must:**

To request intervention:

Before all else, and as soon as the damage or loss occur, contact our ASSURMIX management unit on **+33 (0)9 69 39 32 75**

You will be given a file number. This alone will be proof that we will be covering interventions.

. To request a reimbursement, please append the following to your statement:

- your insurance certificate
- the file number given to you by the ASSURMIX unit.
- the medical certificate indicating the exact nature and date of the illness or injury. If you do not provide our medical adviser with the medical information needed to examine your case, your file will not be dealt with.
- and, more generally, any document necessary to the examination of the case, by simple request on our part, and without delay.

**This Policy is underwritten and insured by Bastion Insurance Company Limited (ROC Company ID C 37545), The Landmark, Level 1, Suite 2, Triq L-Iljun, Qormi QRM 3800, Malta, which is authorised under the Insurance Business Act 1998 to conduct General Business of insurance by the Malta Financial Services Authority.**