

TMS
ASSURANCE

CONTACT
Assistance

Où il faut. Quand il faut.

Range

Ancien ciel

Special Vacation Rentals

General and Special Terms and Conditions

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IMPORTANT

In order to benefit from the "TRAVEL CANCELLATION" cover or from any of the other insurance covers of the present contract, you should notify your travel agent immediately and send us your declaration of loss within 5 business days following occurrence of the event to:

TMS CONTACT

Service Gestion Clients
110, Avenue de la République
75545 PARIS cedex 11

Tel: 0 891 677 404 (0,225 € inclusive of VAT per minute from a landline telephone in France)
+ 33(0)1 73 03 41 01 (from abroad)
Fax: + 33 (0)1 73 03 41 70
Mail: sinistre@tmscontact.com

In order to enjoy the assistance benefits of the present contract, it is ESSENTIAL to contact the emergency services initially and then to contact the Assistance Company, prior to any personal initiative or intervention so as to obtain a file number that, alone, shall evidence application of cover.

24 hours a day and 7 days a week

By telephone

- from France: 01 45 16 77 19
- from abroad: +33 (0)1 45 16 77 19

By fax

- from la France: 01 41 16 63 92
- from abroad: +33 (0)1 41 16 63 92



Où il faut. Quand il faut.

In case of legal problems with this contract, only the French version will be taken into consideration.

SPECIAL TERMS

MAXIMUM COVERAGE AMOUNTS AND LIMITS

INSURANCE COVER	AMOUNTS INCLUSIVE OF TAXES*, MAXIMUM PER PERSON
CANCELLATION OR CHANGE IN TRAVEL PLANS	Maximum per rental: €7 600 Maximum per event: €38 000 <i>Deductible per rental: €30 (Excluding specific cases listed in the General Conditions)</i>
LOSS, THEFT OR DETERIORATION OF LUGGAGE <ul style="list-style-type: none"> Limit for valuables, as % of insured capital amount Accidental ski breakage (Comprehensive insurance - Snow) 	Maximum per person: €760 Maximum per rental: €4 600 <i>Deductible per person: €30</i> 50% €380
ASSISTANCE, REPATRIATION AND MEDICAL EXPENSES ABROAD <ul style="list-style-type: none"> Home Repatriation of Insured Transportation of Insured to a medical centre Sending a doctor for a local visit abroad Sending essential medication that cannot be found locally Repatriation and transfer of body Funeral costs Coverage of travel and accommodation expenses for a family member and for extension of stay Return of accompanying person Early return of Insured Medical expenses abroad Maximum emergency dental care ↳ <i>Deductible per claim (except hospitalization)</i> Legal assistance abroad Advance on bail abroad Research, emergency aid and rescue <ul style="list-style-type: none"> Comprehensive insurance - Snow Comprehensive insurance - Sun Providing a replacement driver 	Actual costs Actual costs Actual costs Actual costs Actual costs €760 €46 per person and per day (maximum 10 days) One way ticket One way ticket €5 400 €229 €15 €1 500 €7 600 €3 800 per person and €22 800 per event €1 500 per person and €7 600 per event One way ticket
INTERRUPTION OF TRAVEL <ul style="list-style-type: none"> Unused land services Reimbursement of skipass (Comprehensive insurance – Snow) 	Prorata temporis €380
CIVIL LIABILITY <ul style="list-style-type: none"> Maximum for bodily injury Maximum for property damage Deductible per claim 	€4 600 000 €46 000 €76

The present contract is governed by the Insurance Code as well as by the “Special Terms”, “General Conditions” and the information included in the “Declarations”. The object is to provide the Insured, within the defined limits and conditions, with travel and holiday insurance coverage.

It must be taken out in France (Metropolitan France, Corsica, French overseas departments and territories, Andorra, Monaco), by the Insured (resident of France, Switzerland or the European Union).

The coverage is acquired for the duration of the stay, without exceeding 91 days. All coverage ends at the term of the rental contract or on the date of return indicated in the membership certificate.

PROVISIONS COMMON TO ALL COVERAGE

1. COMMON DEFINITIONS

Serious bodily injury

Sudden alteration of health, from an external, unintentional and sudden cause, as ascertained by a competent medical authority and resulting in the delivery of a subscription for medication to the patient and requiring that the patient cease all professional or other activity.

Insured

The person making the reservation and the occupants indicated in the "Special Terms" of the present contract, subject to the payment of the insurance premium.

The Travel Assistance Provider

The specialized Assistance Company and their Central Assistance service, as selected by the Insurer.

Luggage

Travel bags, suitcases, objects and personal effects intended for the personal use of the Insured for the travel and stay object of the present coverage, with the exclusion of personal clothing worn on the Insured's person.

Cancellation schedule

Amount of the cancellation fees contractually due to the organiser of the travel by his customer and included in the Special Terms of sale approved by the customer when signing his subscription form and/or reservation contract.

Company

GAN EUROCOURTAGE – 4-6 avenue d'Alsace 92033 LA DEFENSE CEDEX. FRANCE.

Reservation contract

Any document used as a reservation or rental form bearing the customer's name and indicating commitment to the payment of earnest money or an advance.

Domicile

The usual place of residence of the Insured in France, including Corsica, the French overseas departments and territories, Andorra, Monaco, Switzerland, or any country in the European Union.

Deductible

The fixed sum indicated in the schedule included in the "Special Terms", and based on the selected package, which remains due by the Insured in the case of compensation for a claim.

Serious illness

Any alteration of health acknowledged by a certified competent medical authority, preventing the Insured from leaving his room or the hospital where he is being treated at the beginning of the reservation period, and requiring that the patient cease all professional or other activity and requiring a medical prescription.

Maximum per event

In the case where the coverage applies to several Insured persons, registered on the same "Declarations", and victim of a same event, the coverage provided by the company is in any event limited to the maximum amount indicated under the present insurance coverage, regardless of the number of victims. Thereafter, the indemnities are reduced and settled in proportion to the number of victims.

Member of the family

The spouse, common law husband or wife or partner in a PACS, ascendants or descendants, mother-in-law or father-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews and nieces of the Insured and his or her spouse.

Object of the reservation

Any premises that can be referred to as the object of the rental: including motor homes, trailers, chalets, bungalows or boats.

Additional services

Services other than the rental, for which the cost has been indicated and added to the cost of the rental for the purpose of calculating the insurance premium, such as training courses, hotel nights or tickets.

2. COMMON PROVISIONS IN CASE OF CLAIM

If the Insured or his/her representative intentionally uses inaccurate or fraudulent documents, he/she is entirely deprived of any rights to indemnity. The same applies in the case information is withheld in declaring the claim with the effect of exaggerating or altering the consequences of an accident or an illness, of disguising the causes, or prolonging the consequences.

In the case where the Insured refuses without valid reasons to submit to examination by the physicians and/or experts of the company, and if after prior notice served 48 hours in advance by registered letter, he/she persists in his/her refusal, he/she will lose all rights to indemnity concerning the claim.

Centre for the declaration and/or handling of claims:

- Except for Assistance services or medical expenses relating to a hospitalization

TMS CONTACT

106, rue de la Folie Méricourt 75011 Paris- FRANCE

- For Assistance services and medical expenses relating to a hospitalization

TMS CONTACT

Phone	Calling from France..... 01 45 16 77 19
	Calling from abroad..... +33 1 45 16 77 19
Fax	From France..... 01 45 16 63 92
	From abroad..... +33 1 45 16 63 92

Payment of claim

In the occurrence of a claim; the Company must carry out the service provided under the contract within the agreed timeframe and may not be held liable for any additional time period (ART L . 113-5 of the Insurance Code). Payment of the indemnity is made by the head office of the Company in France or its representative.

After agreement of the parties, the indemnity is paid, without interest within 10 days of the decision to pay. If there is no agreement, the payment is made within the same timeframe, as of the date of decision by the Court. Payment of indemnity is considered as final and releases the Company from all ulterior right of action relating to the claim or to its consequences.

Appraisal

Damages are assessed by mutual agreement or by jointly agreed appraisal, subject to the respective rights of the parties. Each party selects an insurance appraiser. If the experts do not agree, a third expert may be called upon. The three experts jointly agree to the majority of votes. Unless either party names an expert, or if neither of the two experts can agree on the choice of a third expert, then the Court of Commerce of the jurisdiction in which the loss occurred designates one. This designation takes place on simple request by the most diligent party at the earliest 15 days after sending formal notice to the other party by registered letter with acknowledgment of receipt. Each party must pay the fees and expenses of his expert, and if required, half of the fees and expenses of the third expert as of his nomination.

Aggravation independent from the accidental or pathological event

Whenever the consequences of an accident or an illness are worsened empirically or by the refusal or the negligence of the Insured to submit to the medical care required by his/her state, the indemnity is calculated not on the effective consequences of the case, but on the consequences to a normally healthy person subject to rational and appropriate medical care.

3. GENERAL CONDITIONS

Sanctions in case of misrepresentation

Any non-disclosure, intentional misrepresentation, omission or inaccurate statement in declaring the claim is sanctioned, even if it has no effect on the claim, under the conditions provided by articles L.113-8 and L.113-9 of the Insurance Code.

Multiple insurance

The Insured may not take out this insurance contract several times to cover the same period. If such is the case, then the liability of the Company is restricted to a single insurance coverage.

Prescription

In accordance with articles L.114-1 and L.114-2 of the Insurance Code, all actions are prescribed within a period of two years as of the date of the event at the origin of the claim, except in the case where the beneficiaries are the legal heirs to the victim, in which case, the period is set to 10 years.

The prescription may be interrupted by any of the ordinary causes for interruption as well as in any of the following cases:

- Designation of an expert following a claim,
- Sending of a registered letter with acknowledgement of receipt (by the Company to the Insured concerning the payment of the premium; by the Insured to the Company concerning the payment of the indemnity),
- Summons in Court (even in the case of summary judgement),
- Summons or seizure of someone in order to prevent them from prescribing.

However, this period only applies:

- In the case of non-disclosure, omission, intentional misrepresentation or inaccurate statement on the risk incurred, as of the day when the Insurer has had knowledge of it.
- In the case of claims, as of the day when the beneficiaries have had knowledge of it, if they can prove that they have been ignorant of it until then.

Election of domicile

The Insurer and his representatives elect as domicile the head office of the Company:

GAN EUROCOURTAGE :
4-6 rue d'Alsace - 92033 LA DEFENSE CEDEX - FRANCE

The contracting parties declare that they submit to the jurisdiction of the French Courts and waive any rights to legal procedures in another country.

Nature of the contract and incontestability clause

The present contract is a group insurance contract subject to French law and to the Insurance Code.

The Insurer is a company subject to the Insurance Code and to the General Insurance Standards Council located 54 rue de Chateaudun –75009 Paris – FRANCE.

Data protection and civil liberties law (Law 7817-6.1.78)

The Insured may have access and request corrections to any personal information collected in the TMS CONTACT data base for its own use.

Mediation

In case of any difficulties concerning his/her subscription, the Insured can send his/her claim to:

GAN – Direction des Relations avec les Consommateurs 21 boulevard Maiesherbes - 75383 Paris Cedex 08 - FRANCE

In case of persisting disagreement with the Company's reply, the Insured may request the mediation of the French Federation of Insurance Companies. The contact information may be obtained on simple request by writing to the address above.

4. EXCLUSIONS COMMON TO ALL COVERAGE

Independently from the special exclusions of each coverage, this contract does not cover damages and accidents occurring following one of the following events:

- Use of drugs, narcotics, medication not prescribed by a physician;
- Alcohol abuse, intentional acts, wilful inobservance of official prohibitions;
- Suicide or attempted suicide by the Insured, self-mutilation and its consequences;
- Participation in bets, criminal activities, races, brawls (except in the case of self-defence), duels;
- Intentional harm caused or provoked by the Insured, on his/her order or with his/her complicity or aid;
- Handling or detention of men-of-war;
- In all cases of force majeure preventing the proper execution of the contract, particularly prohibition orders dictated by local authorities;
- Foreign wars, civil wars, riots, popular uprisings, acts of terrorism or sabotage, radioactive phenomena;
- The direct or indirect effect of explosions, heat emissions, irradiation from nuclear transmutation or radioactivity, radiation emission from artificial acceleration of particles;
- Earthquakes, volcanic eruptions, tidal waves, floods, hurricanes, tornadoes, cyclones as well as epidemics, natural pollution and disasters (except in the cases provided in paragraph n°16 of the cancellation clause);
- Accidents resulting from the practice of sports by the Insured for an official competition organized by a sports federation and for which a license is delivered as well as the training in view of the said competitions;
- Mountaineering, bobsleigh, wild animal hunting, air sports, skeleton, speleology;
- Non-respect of standard safety regulations linked to sports activities, particularly scuba diving;
- Absence of chance occurrence.

COVERAGE

CANCELLATION OR CHANGE IN TRAVEL PLANS

The Insured benefits from the present coverage if it is included and mentioned in the "Declarations".

1. NATURE OF THE COVERAGE

In case of complete cancellation

If the travel or rental is entirely cancelled, the coverage provides for the reimbursement of the expenses relating to cancellation or change in travel plans, within the limit of the amounts and minus the deductible as indicated in the "Special Terms", that remain at the expense of the Insured and invoiced by the organiser of the travel or the rental agency, in accordance with the "Declarations" applying to the sale, after deduction of airport taxes, insurance premiums and administrative costs (kept by the tour operator and never reimbursed to the customer under the present contract), for any of the covered events.

In case of partial cancellation

If one or all of the Insured parties cancel(s) participation on the travel or the rental, for one of the reasons indicated below, and if the other Insured parties keep theirs, the coverage provides for the reimbursement of the Insured parties having cancelled their participation within the limits and minus the deductible indicated under the "Special Terms", after deduction of airport taxes, insurance premiums and administrative costs (by the tour operator and never reimbursed under the present contract).

The reimbursement is calculated as follows :

Reimbursement = "total cost of trip" x "Insured parties cancelling" / "total number number of of insured participants"

The reimbursement paid by the company may never exceed the amount of the indemnities it would have paid in the case of total cancellation.

2. EFFECTIVE DATE AND EXPIRATION OF COVERAGE

The present coverage takes effect as of the signing of the present contract by the reserving party in accordance with the information provided in the "Declarations".

It may be taken out when signing up for the trip and at the latest, the day prior to the first day on which the penalties apply in the organiser's schedules.

It expires at the moment of departure, meaning at the time the Insured arrives at the meeting point stipulated by the organiser, or in the case of personal transport, on arrival at the location of the trip, when the keys are handed over by the rental agency on the date indicated on the reservation form.

THE PRESENT "CANCELLATION OR CHANGE IN TRAVEL PLANS" COVERAGE MAY NEVER BE CUMULATED WITH ANY OTHER COVERAGE OR SERVICES PROVIDED UNDER THE PRESENT CONTRACT.

3. CONDITIONS OF COVERAGE

The Insured is covered in case of:

1. Illness, serious bodily injury (even in the case of a relapse or worsening of a previous illness or accident) or death, of :
 - The Insured, his/her spouse, common law husband or wife or partner in a PACS, ascendants or descendants, mothers-in-law or fathers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or his/her or his/her spouse's legal representative, as well as any person usually living with him/her.
 - The persons accompanying him/her for the trip, if their first and last name is indicated in the "Special Terms".
 - The person in charge of the care of the children, the professional replacement indicated at the time of signing.
2. Death or hospitalization of uncles, aunts, nephews or nieces of the Insured and his/her spouse.
3. Depression, psychological, nervous or mental state requiring hospitalization for more than 4 consecutive days.
4. The unexpected complications of a pregnancy, miscarriage, therapeutic abortion and their after-effects before the 8th month.
5. Unknown contraindication to vaccinations or unexpected complications following vaccinations.
6. Summoning to a meeting taking place during the expected trip indicated in the "Declarations" and that was not unknown at the time of reservation, that may not be postponed and requiring his/her presence for the following administrative reason :
 - Summoning as a witness or jury to the Court of Assize.
 - Summoning for an organ transplant.
 - Summoning for a 2nd session university exam for a date taking place during the trip indicated in the "Declarations" on the condition that it was not known at the time of reservation that the person had failed the first exam.
 - Summoning to obtain a residence permit.
 - Summoning in view of the adoption of a child.
7. Serious material damages occurring at his/her domicile, professional premises or agricultural enterprise, and which he/she owns, rents, occupies free of charge and imperatively requiring his/her presence on the premises to take the necessary protective measures.
8. Layoff of the Insured for economic reasons, on the condition that the procedure had not begun before the trip was purchased.
9. Major damages caused to his/her vehicle, 48 hours prior to departure thus preventing the Insured from using it to go to the location of the trip.
10. In case the employer has changed or cancelled paid annual leave accepted prior to signing of the present contract and subject to the reservation being taken out after the initial approval of the paid annual leave.
11. The deductible is 20% of the indemnity amount, with a minimum of 30€ per rental. The coverage is granted to the employees with over one year of seniority in the company and for whom cancellation/changes of the said annual leave are subject to decision of a superior, with the exception of members of liberal professions, legal representatives of a company, media industry workers and persons on working time reduction.
12. Refusal of tourist visa by the authorities of the country chosen for the trip, on the condition that :
 - the request was made within the recommended timeframe for the destination of the trip,
 - no previously refused request was received from the same authorities for a previous trip.
13. Theft of identity papers or travel vouchers, imperatively required for the trip, and occurring 48 hours before the planned departure, SUBJECT TO PAYMENT OF A DEDUCTIBLE AMOUNTING TO 30% OF THE INDEMNITY WITH A MINIMUM OF €30 PER RENTAL.
14. Obtaining of salaried employment or paid internship starting before the return date indicated in the "Declarations", while the Insured was enrolled with the Unemployment Agency on the day of signing WITH THE EXCLUSION OF EXTENSION OR RENEWAL OF WORK CONTRACT, INTERIM MISSIONS (SIGNING, RENEWAL) ARE NOT INCLUDED.
15. Professional transfer requiring the Insured to move before the return date indicated in the "Declarations" subject to the procedure not having begun before the reservation that is the object of the present contract.
16. Unforeseen difficulty in travelling to the location of the reservation by road and/or rail on the planned date to take possession of the rented premises and in the 48 hours following, in the case of roadblock or strikes directly preventing traffic, by official notice of the town hall where the holiday rental is located.
17. Area off limits due to pollution, flooding, fire, natural disaster, epidemic. These risks are considered having occurred under the present contract if the site was completely blocked off within a radius of 5 kilometres of the rental by decision of a local authority or prefect, during the insured rental period.
18. Cancellation for any of the above-mentioned reasons, of one or more of the persons registered for the trip or reservation and at the same time as the Insured and indicated in the "Declarations" of the present contract.
19. If the other Insured parties wish to leave, we reimburse expenses relating to this partial cancellation within the limit of the indemnities that would have been paid in case of cancellation, according to the calculation mode indicated in the paragraph entitled "Nature of the coverage".
20. Damages from public transport incident or accident, WITH THE EXCLUSION OF THOSE RESULTING FROM STRIKES, used for transportation to departure point, and leading to a delay of over 2 hours so that the Insured missed his departure, PROVIDED THAT THE INSURED LEFT FOR THE AIRPORT AT LEAST 2 HOURS BEFORE THE FINAL BOARDING TIME.

4. LIMIT OF THE COVERAGE

In all cases, our indemnity may not exceed the following amounts:

Maximum per rental: €7 600

Maximum per event: €38 000

5. DEDUCTIBLE

An amount of €30 will always be deducted from the indemnity paid to the Insured (there will always be only one deductible regardless of the number of occupants).

6. EXCLUSIONS TO THE CANCELLATION OR CHANGE IN TRAVEL PLANS COVERAGE.

In addition to the exclusions that are common to all coverage, damages or losses occurring after one of the following events or circumstances, will not be covered:

- When the Insured takes part in a sport in a professional capacity and participates in an amateur race requiring the use of a land, air or water motor vehicle or craft, for which there is a national or international ranking ;
- When the Insured uses an ULM, hang-glider, flying wing, parachute or paraglider, as a pilot or a passenger ;
- Any accidents or illnesses for which a preliminary diagnosis, treatment, relapse, worsening has occurred between the reservation date and the signing date of the present coverage Cancellation ;
- Voluntary abortions, their after-effects and complications ;
- Beauty treatments, course of treatment or therapy, in-vitro fertilization ;
- Depression, psychological, nervous or mental state requiring hospitalization of up to 4 consecutive days ;
- Delay in obtaining a visa ;
- Cancellations resulting from regular check-ups and follow-ups ;
- Cancellations resulting from forgotten vaccinations ;
- Cancellations for non-presentation, for whatever reason, of one of the indispensable documents required for the trip ;
- Cancellations by fault of the transportation company or the organiser, whatever the cause.

7. PRACTICAL TERMS APPLYING TO CANCELLATIONS OR CHANGES IN TRAVEL PLANS.

In addition to the rules applying in the chapter on "Common provisions in case of claims", the Insured and his beneficiaries must:

- Unless prevented by act of God or *force majeure*, immediately inform the agency where the reservation took place, of his/her inability to take the trip.
In fact, the reimbursement from TMS CONTACT is calculated according to the cancellation fee schedule, the earnest money and/or advance payments made, at the date of the first event requiring to call upon the coverage.
Any delay, even not foreseeable by the Insured, may not be taken into consideration and risks penalising the Insured.
- Inform TMS CONTACT in writing within 5 workdays of the day on which the Insured was informed of the event. After this date, TMS CONTACT may decide to waive all rights to the coverage.
- Indicate in the letter his/her name and address the contract number, the reason for the cancellation (illness, professional problems, etc.), the name and address of the agency where the reservation took place.
- Provide TMS CONTACT with: the certificates, Social Security statements and any other information required to complete his/her file and prove his/her good will and inform the Insurer of the amount of the claim.
- Also provide TMS CONTACT with any other information or original document required.
- Spontaneously inform TMS CONTACT of any other insurance coverage that he/she may have contracted with other Insurers.

LOSS, THEFT OR DETERIORATION OF LUGGAGE

The Insured benefits from the present coverage if it is included and mentioned in the "Declarations".

1. DATE OF EFFECT AND DURATION OF COVERAGE

The present coverage applies to the Insured for the dates stated on the "Declarations", outside of his/her main or secondary residence.

It takes effect at the earliest once the Insured is registered for boarding with the transportation company, or in the case of use or personal transportation, as of his/her departure (thus a maximum of 48 consecutive hours of travel) for the trip.

It ceases to apply on the last day of the rental contract, or in the case of use of personal transportation, at the latest at 24 hours on the day following the planned return date as stated on the "Declarations".

2. NATURE OF THE COVERAGE

The coverage provides for the reimbursement, within the limits of the amounts indicated in the "Special Terms" with a maximum of €4 600 per rental for all claims occurring within the guarantee period, of:

1. Theft by breaking and entering, of luggage and personal items of the Insured, stored and hidden from view in the trunk of a duly closed and locked vehicle.
2. IF THE VEHICLE IS PARKED IN A PUBLIC LOCATION, THE COVERAGE ONLY APPLIES BETWEEN 7 AM AND 10 PM (LOCAL TIME). IN ALL CASES, THE INSURED MUST PROVIDE EVIDENCE OF THE TIME OF THE THEFT.
3. The loss, theft or total or partial deterioration of the Insured's luggage and personal effects by a transportation company or during the transfers organized by the tour operator;
4. The theft of luggage and personal effects of the Insured during his stay.
5. The theft with aggression of the Insured's luggage and personal effects.

In all cases, the indemnity is calculated based on the replacement value of objects of the same nature after deduction for wear and tear, and without any other further claims for direct or indirect damages. THE TERM "LUGGAGE" APPLIES TO: travel bags, suitcases, trunks, hand luggage belonging to the Insured as well as their content as applies to clothing and personal effects taken by the Insured for his/her insured trip or objects acquired during the said trip, WITH THE EXCLUSION OF THE PERSONAL CLOTHING WORN BY THE INSURED.

OBJECTS OF VALUE (jewellery, precious objects, watches, photographic, filming, recording or sound or image reproducing equipment, their accessories, computing equipment, furs, hunting rifles, skis, golf clubs) ARE COVERED UP TO THE AMOUNT STATED IN THE "LIMITS APPLYING TO VALUABLES" OF THE "SPECIAL TERMS".

IN ADDITION, JEWELLERY, PRECIOUS OBJETS, WATCHES ARE COVERED ONLY AGAINST THEFT AND ONLY IF THEY HAVE BEEN DEPOSITED IN A SAFE.

3. NON CUMULATED INDEMNITIES

THE AMOUNT OF THE COVERAGE IS NOT CUMULATED WITH ANY OTHER COVERAGE EVENTUALLY PROVIDED BY THE TRANSPORTATION COMPANY.

4. LIMIT OF THE COVERAGE

In all cases, our indemnity may not exceed the following amounts:

Maximum per person: 760€

Maximum per rental: 4 600 €

5. EXTENSION OF LUGGAGE COVERAGE

The Insured may benefit from this extension of coverage if he has taken out the “Comprehensive insurance – Snow” option. For winter sports trips, we ensure coverage of skis belonging to the Insured, against accidental breakage, by covering actual costs of replacement skis, within the limit of the number of ski rental days, with a maximum of 380€ per person.

6. DEDUCTIBLE

An amount of €30 will always be deducted from the indemnity paid to the Insured.

7. EXCLUSIONS TO THE COVERAGE FOR LOSS, THEFT OR DETERIORATION OF LUGGAGE.

In addition to the exclusions that are common to all coverage, damages or losses occurring after one of the following events or circumstances, will not be covered:

- Intentional acts;
- Theft of luggage or objects from inside a vehicle or from a trunk in which the content is visible from the outside (one-box vehicle, for example), except if they are under the responsibility of a transportation company;
- Merchandise, cash, credit cards, memory cards, transportation vouchers, vouchers of all kinds, documents, books, passports, identity cards, documents recorded on any type of support, paper documents and valuables of all kinds, professional collections and equipment, portable phones, keys, lighters, bicycles, trailers, caravans, transportation vehicles as well as breakage of fragile objects such as porcelain, glass, ivory, ceramic or marble objects;
- Glasses, contact lenses, prosthesis and other fittings;
- Theft of objects left unattended in a public place or on premises available to several occupants, as well as objects transported on a vehicle, except when they are under the responsibility of a transportation company;
- Theft by the Insured's employees during their work time;
- Indirect damages such as depreciation, loss of enjoyment;
- Expenses such as fines or taxes incurred following theft, damages or loss;
- Damages and subsequent theft involving camping or caravans;
- Damages resulting from the inherent vice of the insured object, normal and natural wear and tear as well as those resulting from wetting or soaking;
- Damages occurring during a move;
- Forgetting, exchanging or losing objects, unless it was caused by the transportation company;
- Musical instruments, art objects and antiques;
- Sports equipment of all kinds, other than those listed in the “Objects of value”, except when they are entrusted to a regular transportation company or during collective transfers;
- Damages resulting from light or temperature, spontaneous combustion, leaking of any liquid or substance included in the Insured's luggage;
- Damages caused by rodents, insects and vermin, smoking accidents;
- Damages resulting from confiscation, seizure or destruction under orders from an administrative authority.

8. PRACTICAL TERMS IN CASE OF CLAIMS FOR LOSS, THEFT OR DETERIORATION OF LUGGAGE.

In addition to the rules applying in the chapter on “Common provisions in case of claims”, the insured must:

- Inform TMS CONTACT of the claim in writing within 5 workdays following the return from the trip. After this date, TMS CONTACT may decide to waive all rights to the coverage.
- Indicate in the letter, his/her name and address, contract number, name and address of the agency where the reservation was made.
- Send TMS CONTACT:

In all case:

- The original invoices for the purchase of the goods for which a claim has been filed, the invoices for repairs or refitting.
- Any other information or original document requested and providing justification to the Insurer both the claim and the amount.

In the case of theft or partial or total destruction:

- The original copy of the lodging of the complaint made before the competent authorities (police, gendarmerie unit,...) of the country in which the loss occurred.
- The justification of the breaking and entering into the vehicle.

In the case of luggage misplaced or lost by the transportation company (maritime, air, rail) or by bus:

- The original declaration of accident or loss.
- The transportation voucher.
- The original baggage check ticket.

If any of the documents cannot be provided, the estimated amount of the claim will automatically be reduced by the amount provided to the Insurer in case of loss recovery.

Spontaneously inform TMS CONTACT of any other insurance coverage that he/she may have contracted with other Insurers.

If the stolen or lost objects are recovered and returned to the Insured, he/she promises to inform TMS CONTACT and to return any indemnities already paid under the present contract.

ASSITANCE, REPATRIATION AND MEDICAL EXPENSES

The Insured benefits from the present coverage if it is included and mentioned in the "Declarations".

1. DATE OF EFFECT AND DURATION OF COVERAGE

The present coverage applies to the Insured in case of death, accident or illness of which he/she may be a victim, 24 hours a day, during the entire time of the trip, in accordance with the dates indicated in the "Declarations".

It takes effect at the earliest at the time the Insured is registered with the Transportation company, or in the case of use of personal transportation, as of the time of departure (for a maximum of 48 consecutive hours for the trip) to the travel destination point.

It ceases to apply once the Insured returns to his/her domicile, as indicated by the return date in the "Declarations".

2. TERMS AND CONDITIONS OF INTERVENTION

In all cases, only the medical authorities provided by the Assistance company may decide to repatriate, on the choice the transportation provided and on the place of hospitalization and if necessary, may contact the attending physician and/or the family physician.

Reservations are made by the Assistance Company, and it may request from the Insured any unused transportation vouchers.

There is no coverage of the cost of repatriation or anticipated return if a prior call was not made to the Assistance Company and approval obtained from said company.

3. NATURE OF SERVICES AND COVERAGE

Home Repatriation of Insured

The Assistance Company repatriates the Insured to his/her domicile once his/her state of health allows him/her to leave the medical centre. The repatriation as well as the best means adapted to the case, are selected by the Assistance company under the same conditions as indicated below.

Transportation of Insured to a medical centre

The Assistance Company organizes and handles the transportation of the Insured to the most appropriate or best equipped hospital.

Depending on the seriousness and the circumstances, he/she will be transported by 1st class rail, seated or in a berth or sleeping car, by ambulance or light medical vehicle, regular air line seat or stretcher, private air ambulance.

Sending a doctor for a local visit abroad

If the case requires it, based on the Insured's condition and the circumstances, the Assistance Company may decide to send a doctor or a medical team to determine the measures to take and to organize them.

Coverage of cost of a transportation voucher and accommodation expenses for a member of the Insured's family

If neither the spouse nor an adult family member of the Insured are accompanying him/her, and his/her state of health does not allow him/her to be repatriated and if he/she should remain hospitalised locally for over 7 consecutive days (or 48 hours if the Insured is a minor or is handicapped), the Assistance Company provides free of charge to the Insured, or a member of his/her family or a designated person, a round trip economy class air ticket or a first class rail ticket to allow the person to be by his/her side.

In addition, the Assistance Company organizes and covers accommodation costs up to the amount indicated in the "Special Terms".

The coverage also applies in the case of death of the Insured abroad if the presence of the Insured's spouse or a family member is required to undertake the formalities required to repatriate the body.

Sending indispensable medication not available abroad

The Assistance company will find the necessary medication for the Insured located abroad and will send it to him/her as soon as possible, in accordance with the local legislation.

THE COST OF MEDICATION IS AT THE EXPENSE OF THE INSURED. CONTRACEPTIVES ARE NOT CONSIDERED AS MEDICATION.

Return of accompanying persons

If the Insured is hospitalized or repatriated by the Insurer during his/her trip, the Assistance Company organizes and covers the cost for the family members or for a designated person stated in the "Declarations" of the present contract and staying with him/her:

- The additional costs and/or of accommodations to prolong the stay within the limits indicated in the "Special Terms".
- Cost of anticipated return to the domicile or burial place, within the limit of an economy class air ticket or first class rail ticket, if the initial transportation voucher planned for these persons cannot be used.

Repatriation of the body in the event of death of the Insured

In case of death of the Insured during the trip, the Assistance Company covers the cost and organizes the transportation of the body of the Insured up to his domicile.

Funeral expenses

The Assistance Company covers the cost of immediate preservation, administrative costs and the cost of the first coffin required to transport the body as it has organized it, within the limits of the amount indicated in the "Special Terms", without exceeding the amount of actual costs.

FUNERAL, BURIAL AND CEREMONY EXPENSES ARE AT THE EXPENSE OF THE FAMILY.

Research, emergency aid and rescue

The Assistance Company covers or reimburses, up to the amount indicated in the "Special Terms", and according to the chosen option, research costs, emergency aid (including by sled) and rescue (including by helicopter) corresponding to operations undertaken by civilian or military rescue teams or specialized units required to intervene in the event of disappearance or bodily injury of the Insured.

Only the expenses incurred and invoiced by agencies authorized to provide aid to the Insured may be covered or reimbursed.

Early return of Insured

The Assistance Company puts at the disposal of the Insured and covers the cost of a travel voucher for him/her and if necessary, for members of the Insured's family as well, or for a designated person, indicated in the "Declarations" of the present contract and staying with him/her, within the limit of an economy class air ticket.

Or 1st class rail fare, so that they can return to their domicile if the transportation voucher initially at their disposal can no longer be used, in case of:

- Death or hospitalization exceeding 48 consecutive hours of a member of the Insured's family, the professional replacement of the Insured or the person in charge of the care of the Insured's children under 18, or of a handicapped person living with the Insured, if their names are indicated in the "Declarations" of the present contract or on the invoice for the registration of the trip.
- Serious material damages occurring at his/her domicile, professional premises or agricultural enterprise, and which he/she owns, rents, occupies free of charge and imperatively requiring his/her presence on the premises to take the necessary protective measures.
- Summons of an imperative nature, unpredicted and not transferable, before a Court as a witness or jury to a Court of Assize, notified after the departure and for a date occurring during the insured period.
- Summons for an organ transplant, notification having been received after the departure date and scheduled for a date occurring during the insured period.
- Summons for the adoption of a child, notification having been received after the departure date and scheduled for a date occurring during the insured period.

Advance on bail abroad:

If the insured is imprisoned or threatened with imprisonment, and if the offence does not render him liable for criminal penalties under the local legislation, then the Assistance Company will advance the sum required as bail, within the limit set in the "Special Terms".

For the reimbursement of this sum, the Assistance Company provides the Insured with a period of three months as of the date of the advance. If the local authorities reimburse the bail before this deadline, it must immediately be paid to the Assistance Company. If the Insured must appear before a Court of justice and does not show up, then the Assistance Company will immediately require the reimbursement of the bail that the Insured cannot recover because he did not present himself. Legal proceedings may be served if the bail is not reimbursed within the expected deadline.

Legal assistance abroad

If the insured is imprisoned or threatened with imprisonment, and if the offence does not render him liable for criminal penalties under the local legislation, then the Assistance Company will advance the sum required as bail, within the limit set in the "Special Terms".

Medical expenses abroad

The coverage provides for the reimbursement of medical expenses (medical care, hospitalization, medical car, medical fees, ambulance fees), that the Insured incurred, within the limits set in the "Special Terms".

In addition, the coverage provides for the reimbursement of emergency dental care within the set limits and after the deductible indicated in the "Special Terms", relating to the costs of the emergency dental care (that cannot be deferred over time, due to the pathological state of the Insured), of the following nature: periodontal pack, filling, pulp removal or tooth extraction. These expenses must be prescribed by a competent medical authority holding the diplomas required in the country of the practice and legally authorized to practice the profession.

This coverage is limited to the reimbursement of the actual costs paid by the Insured. If the Insured is covered by several institutions for the reimbursement of the coverage, the Insurer is then liable only for the difference between the actual costs incurred and the remaining covered amounts after reimbursement of the Insured's expenses.

If necessary and on express request from the Insured, the Assistance may directly pay in local currency the hospitalization costs within the limits set in the "Special Terms", subject to the approval by the medical centre of such currency.

This service is subject to the legal possibilities offered by the French and local authorities on foreign exchange control.

Replacement driver

If during his/her trip, the Insured is hospitalized or repatriated by the Assistance Company or victim of a covered accident or illness rendering him/her or any other person travelling with him/her, unable to drive the vehicle owned by the Insured and provided for the stay, the Assistance Company will make the necessary arrangements so that person designated by the Insured can pick up the vehicle.

4. EXCLUSIONS TO THE COVERAGE OF ASSISTANCE, REPATRIATION AND MEDICAL EXPENSES ABROAD

In addition to the exclusions common to all coverage, the following are never covered:

- The practice of sports on a professional basis;
- Accidents resulting from the practice as an amateur of any sport requiring a special license or a medical certificate for combative sports, rock climbing, bobsleigh, ice hockey;
- Relapse of any illness diagnosed and/or treated before the departure date and having required a hospitalization in the 6 months prior to the Insured's claim, with the exception of those resulting from major and unpredictable complications;
- The side-effects of an accident having occurred before the departure date and having required a hospitalization in the 6 months prior to the Insured's claim, with the exception of those resulting from major and unpredictable complications;
- All the consequences of a pregnancy except unforeseeable complications, and in all cases, after the 8th month;
- Abortions.

Are not cause for repatriation:

- Infections or minor injuries that can be treated locally and/or do not prevent continuation of the Insured's travel.

The Assistance does not cover or handle charges relating to:

- Duty or taxes;
- Taxi fare without prior approval;
- Restaurant and hotel expenses, except those stipulated under the contract;
- Expenses that do not have the prior approval of the Assistance Company.

The following costs are never taken into consideration as medical expenses or covered or reimbursed as medical expenses, or the object of advance payments:

- Expenses incurred in the country of domicile of the Insured;
- Expenses and treatments not prescribed by a certified medical authority;
- Expenses incurred in the overseas French departments for residents of Metropolitan France;
- Expenses relating to prosthesis and fittings, glasses and contact lenses, dental care (except in the cases covered by the contract), beauty treatments and plastic surgery;
- Expenses relating to hydrotherapeutic cures;
- Vaccination costs;
- Contraceptives and contraceptive devices;
- Mental and nervous illness;
- Dorsalgia, lumbar pain, lumbosciatica, femoral hernia, nucleus pulposus herniation, herniated intervertebral disk, umbilical hernia, inguinal hernia, scrotal hernia and parietal hernia;
- Routine tests, examinations and check-ups, preventive tests and treatments, examinations and tests in the absence of actual accident or illness;
- Expenses relating to organ transplant not required by a actual illness or accident;
- Acupuncture, physical therapy, chiropractor or osteopath sessions that are not consecutive to an actual accident or illness.

For legal Assistance and Advance payment of bail, the following events are never covered or reimbursed or handled:

- Acts intentionally caused or provoked by the Insured, acts linked to drug or narcotics trafficking and participation in political parties.

5. PRACTICAL TERMS RELATING TO ASSISTANCE, REPATRIATION AND MEDICAL EXPENSES ABROAD

In addition to the rules applying in the chapter on "Common provisions in case of claims", the insured or his representative must:

For Assistance services

- The Assistance must be called exclusively, and prior to any intervention.
- Indicate the insurance contract number.

For medical expenses

- For medical expenses not including hospitalization
 - Pay the practitioner directly (physician, pharmacist, etc) and keep the corresponding invoices.
 - Inform TMS CONTACT of the claim in writing within 5 workdays following the return from the trip. After this date, TMS CONTACT may decide to waive all rights to the coverage.
 - Indicate in the letter his/her name and address, the contract number, the name and address of the agency where the reservation took place.
 - Send TMS CONTACT: Copies of the invoices that were paid by the Insured, all the original documents and information justifying the request and/or the documents that are being requested.
 - Spontaneously inform TMS CONTACT of any other insurance coverage that he/she may have contracted with other Insurers.
 - Send the originals of the invoices to his/her Social Security centre and/or to any other health insurance used. The reimbursements received by the Insurer are paid in addition to any other health benefits he/she may receive from the agencies he/she is affiliated to. However, in the case where he/she does not have coverage from the said agencies, he must provide proof of refused coverage. The Insurer will then cover the cost of the medical expenses abroad within the limits of the amounts set in the "Special Terms".

- Send TMS CONTACT the originals of the reimbursement statements (Social Security, health insurance or other) on reception, and all the original documents and information justifying the reason for his/her request and/or the requested documents.
- For requests relating to direct coverage of hospitalization expenses:
 - The Assistance must be called exclusively, and prior to any intervention.
 - Indicate the insurance contract number.

After making the necessary verifications, the Assistance Company delivers a reference number. Payment of expenses is then made to the hospital directly by the Assistance Company.

In addition, the Insured or his representative, promises to undertake all the necessary formalities with the social security and health insurance agencies where he/she is registered and to immediately pay back the Assistance Company any sums that he/she has received and that were already paid by the Assistance Company.

6. CONTACTS AND ADDRESS OF THE ASSISTANCE COMPANY *(Only for Assistance services or medical expenses relating to a hospitalization)*

TMS CONTACT

Phone	Calling from France..... 01 45 16 77 19
	Calling from abroad..... +33 1 45 16 77 19
Fax	From France..... 01 45 16 63 92
	From abroad..... +33 1 45 16 63 92

7. ADDRESS OF THE CLAIMS PROCESSING CENTRE *(For medical expenses not including hospitalization)*

TMS CONTACT
106, rue de la Folie Méricourt 75011 Paris - FRANCE

8. EXCEPTIONAL CIRCUMSTANCES

The Assistance Company may not be held responsible for delays or unforeseen difficulties in carrying out the services in case of strikes, riots, popular uprisings, reprisals, restrictions to free circulation, acts of sabotage or terrorism, civil or foreign wars, heat or radiation following release of nuclear radiation, radioactivity, or force majeure.

9. SUBROGATION OR RIGHT OF ACTION AGAINST LIABLE PARTIES.

For the medical expenses coverage, the Insurer is substituted in all rights and claims, once an indemnity has been paid to the Insurer, up to the amount of the indemnity for any non applicable provisions, except in the case of malicious intent, to children, descendants, ascendants, representatives of the Insured or any persons normally living with the Insured.

INTERRUPTION OF TRAVEL: UNUSED LAND SERVICES

The Insured benefits from the present coverage if it is included and mentioned in the "Declarations".

1. DATE OF EFFECT AND DURATION OF COVERAGE

The present coverage applies to the Insured, 24 hours a day, during the entire time of the trip, in accordance with the dates indicated in the "Declarations".

2. NATURE OF THE COVERAGE

If the Insured must interrupt his stay because of a repatriation or anticipated return under the Assistance coverage of the present contract, the coverage provides the following services:

Warning: There is no reimbursement if the repatriation or the anticipated return of the Insured was not handled by TMS CONTACT, via its service providers.

Indemnities for unused land services

If the Insured is repatriated for medical reasons during the second half of his stay or in the case of anticipated return through the Assistance Company, during the entire stay, the present coverage provides the reimbursement of unused land services (skipass, training courses, children's clubs) included in the insured amount, for which the Insured cannot request reimbursement, replacement or compensation from the supplier, if the repatriation or the anticipated return was organized by the Assistance Company.

This reimbursement is made prorata temporis, transportation costs not included.

The members of the Insured's family or a designated person, indicated in the "Declarations" of the present contract, also benefit from this coverage if they had to interrupt their stay to accompany the Insured during his/her repatriation or anticipated return.

3. EXTENSION OF THE COVERAGE FOR INTERRUPTION OF TRAVEL

The Insured may benefit from this extension of coverage if he has taken out the "Comprehensive insurance – Snow" option.

If the Insured is the victim of an accident requiring the interruption of the stay or if there is a verified obligation to stay in his/her room, TMS CONTACT will reimburse prorata temporis and upon justification the skipasses as well as the ski lessons at their actual cost, with a Maximum amount of 380€ per person.

4. PRACTICAL TERMS APPLYING TO CLAIMS FOR INTERRUPTION OF STAY

In addition to the rules applying in the chapter on "Common provisions in case of claims", the insured or his representative must:

- Inform TMS CONTACT of the claim in writing within 5 workdays following the return from the trip. After this date, TMS CONTACT may decide to waive all rights to the coverage.
- Indicate in the letter his/her name and address, the contract number, the name and address of the rental agency, the number of the repatriation file, the reference number provided by the Assistance Company Centre.
- Send TMS CONTACT all the original documents and information justifying the reason for the request.
- Spontaneously inform TMS CONTACT of any other insurance coverage that he/she may have contracted with other Insurers.

5. SPECIFIC DEFINITIONS APPLYING TO THE COVERAGE

Land services

A part of the rental and related activities, that were added to the cost of the rental for the calculation of the insurance premium for the subscription to the stay by the Insured.

CIVIL LIABILITY

The Insured benefits from the present coverage if it is included and mentioned in the "Declarations".

1. SPECIFIC DEFINITIONS APPLYING TO THE COVERAGE

Bodily injury

Any physical harm caused to a person.

Material damage

Any alteration, deterioration, loss and/or destruction of an object or substance, including physical harm to animals.

Third parties

Any natural or legal person, excluding the Insured himself, the members of his/her family, ascendants, descendants as well as the persons accompanying him/her, his/her aides, working or not for the Insured in a salaried capacity.

Civil liability claim

Any amiable or legal claim made to the Insured. Are considered as one and the same all the claims stemming from the same generating event.

2. DATE OF EFFECT AND DURATION OF COVERAGE

The present coverage applies to the Insured, 24 hours a day, during the entire time of the trip, in accordance with the dates indicated in the "Declarations".

It takes effect at the earliest at the time the Insured is registered with the Transportation company, or in the case of use of personal transportation, as of the time of departure (for a maximum of 48 consecutive hours for the trip) to the travel destination point.

It ceases to apply once the Insured returns to his/her domicile, as indicated by the return date in the "Declarations".

3. NATURE OF THE COVERAGE

The present coverage applies exclusively in the country where the Insured is not already insured by another contract.

The Company covers the financial consequences of the civil liability that may fall on the Insured in accordance with current legislation or jurisprudence for the bodily injuries and/or material damages caused to third parties, within the limits indicated in the "Special Terms".

If a previous contract already provides the Insured with civil liability coverage, prior to the signing of this contract, then the coverage applies after exhaustion of the coverage of the previously signed contract.

4. EXCLUSIONS TO THE CIVIL LIABILITY COVERAGE

In addition to the exclusions common to all coverage, the following are never covered:

- The consequences of mental and nervous illness;
- Accidents occurring when the Insured takes part in a sport in a professional capacity and participates in an amateur race requiring the use of a land, air or water motor vehicle or craft;
- Accidents occurring when the Insured uses, as a pilot or a passenger, an ULM, a hang-glider, flying wing, parachute or paraglider;
- The Professional Civil Liability and the immaterial damages non consecutive to bodily injury or material damage covered under the Professional Civil Liability;
- Damages intentionally caused or provoked by the Insured or with his/her complicity as well as the Insured's board members in the case of a legal person;
- Accidents caused by and to the Insured, his/her ascendants, descendants or any person living with the Insured, occurring during use of automobiles or motor vehicles, sailboats or motor boats, aircraft, horses personally belonging to the Insured or to persons for whom he/she is civilly liable, or owned or driven or kept or resulting from the participation of the Insured as a competitor in a competitive sport;
- Skiing, ice-skating or luge as a professional and in competitions;
- Material damages resulting from fire or explosion according to article 1384 of the Civil Code, the same damages remaining excluded if they occurred on premises owned by the Insured.

5. PRACTICAL TERMS FOR CIVIL LIABILITY CLAIMS

In addition to the rules applying in the chapter on "Common provisions in case of claims", the Insured or his representative must:

- Declare any claims requiring coverage by the Company at the latest within 15 days, as soon as the Insured is aware of loss or damages, to TMS CONTACT by registered letter, indicating in detail the circumstances and consequences. Any correspondence, documents, summons, legal notices relating to covered damages or losses must be transmitted to the claims manager, by within 5 workdays of the return from the trip.
- Indicate in the letter, his/her name and address, contract number, name and address of the travel agency.
- Send TMS CONTACT all the original documents and information justifying the reason for the request.
- Inform TMS CONTACT of any legal proceedings or investigations concerning an insured event, that may concern him/her.
- Spontaneously inform TMS CONTACT of any other insurance coverage that he/she may have contracted with other Insurers.

The Insured may not suggest any agreement, promise, offer, payment or indemnity without the written approval of the Company.

In case of legal problems with this contract, only the French version will be taken into consideration.



Où il faut. Quand il faut.

110 avenue de la République 75545 PARIS Cedex 11

N° Audiotel : 0 891 677 404

(0,225€ TTC/min depuis un poste fixe)

SA capital of €516 500 - RCS Paris B 384.706.941

Insurance company and insurance broker

Professional Civil Liability financial and insurance coverage in accordance with articles L530-1 and L530-2 of the Insurance Code

une société  **april**



The Insurance and Assistance coverage stipulated in the present document are covered by Gan Eurocourtage under the following contract N°: 78 120 652.