

GAN
Eurocourtage

INFORMATION NOTICE

TRAVEL HORIZON

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The insurance cover results from contract number 78 607 855 taken out by TRAVEL HORIZON, whose registered office is located at AIX EN PROVENCE (13857), rue René Descartes – Parc de la Duranne – immeuble les pleiades – Bat A, which is registered in the AIX EN PROVENCE Corporate Register under number 424 019 933 Code Naf : 6420Z, with the Insurer, Gan Eurocourtage IARD, a fire, accident and general risk insurance and reinsurance company, which is governed by the French Insurance Code and is a joint stock company (SA) with share capital of € 8,055,564 (fully paid up), which is registered in the Paris Corporate Register under number 410 332 738 – Code Naf : 6512Z, and located at Tour Gan Eurocourtage – 4 & 6 Avenue d’Alsace – 92033 LA DEFENSE CEDEX, whose registered office is located in PARIS Cedex 08 (75383), through the Insurance Broker, CHAUBET COURTAGE, which is located in TOULOUSE (31000) 32 rue Alsace Lorraine and registered in the TOULOUSE Corporate Register number B 385 154 620 – Code Naf : 6622Z.

SCHEDULE OF COVER

THEFT AND BREAKAGE	AMOUNTS
Physical damage Deductible	Maximum indemnification of € 600 € 25 for children's skis € 40 for the standard and junior packs € 50 for the prestige pack

The cover applies for any event insured occurring throughout the world.

GENERAL PROVISIONS

Like any insurance contract, this contract involves reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set out on the following pages.

PROVISIONS COMMON TO ALL THE COVER

DEFINITIONS

Insured Party

The persons duly insured under this contract, hereinafter called "you", on condition that they reside in Europe.

Insurer / Assister

Gan Eurocourtage, hereinafter called "we", whose registered office is located at :

**Gan Eurocourtage IARD
Tour Gan Eurocourtage
4-6 avenue d'Alsace
92033 La Défense Cedex**

Insurance Code

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

Domicile

Domicile means your principal and normal place of residence. Your domicile must be located in Europe.

Drom Pom Com

DROM POM COM means the new names of the DOM TOM since the Constitutional Reform of 17 March 2003, which modifies the names of the DOM TOM and their definitions.

Europe

"Europe" means the countries of the European Union, Switzerland, Norway or the Principality of Monaco.

Deductible

Part of the indemnification that remains incumbent on you.

Metropolitan France

Metropolitan France means Continental France and Corsica, including the DROM POM COM (new names of the DOM TOM since the Constitutional Reform of 17 March 2003).

Civil war

Civil war means the armed confrontation of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'Etat, declaration of martial law or closure of frontiers ordered by the local authorities.

Foreign war

Foreign war means the armed confrontation, declared or not, of one State with another State, as well as any invasion or state of siege.

Illness / Accident

An alteration in health noted by a medical authority requiring medical care and the complete termination of any professional or other activity.

Member of the family

Member of the family means the legal or de facto spouse, a child, brother or sister, father, mother, parents in law, grandparents, grandchildren, brothers in law and sisters in law, sons in law and daughters in law and, in the event of death of an uncle, aunt, nephew or niece.

Normal residence

The normal residence of an insured party means his place of tax residence, which must be located in Metropolitan France, including Corsica, Monaco, Andorra, Switzerland or one of the member countries of the European Union, including the DROM POM COM (new names of the DOM TOM since the Constitutional Reform of 17 March 2003).

Loss

An event capable of entailing the application of the cover in the contract.

Subscriber

The subscriber of insurance, an individual or company that signs the insurance contract.

Subrogation

The legal situation by which a person receives transfer of the rights of another person (notably the substitution of the Insurer for the Subscriber for the purpose of proceedings against the opposing party).

Third Party

Any person other than the Insured Party responsible for the damage. Any Insured Party victim of physical injury, material or consequential intangible damage caused by another Insured Party (the Insured Parties are considered between themselves to be third parties).

WHAT IS THE GEOGRAPHIC COVER OF THE CONTRACT ?

The cover and/or the services insured under this contract apply throughout the world.

WHAT IS THE TERM OF THE CONTRACT ?

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

The term of the cover can in no event exceed 3 months from the day of travel departure.

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF THE OUR COVER ?

We cannot intervene when your claims for cover or services are the consequence of damage resulting from :

- . epidemics, natural disasters and pollution,
- . civil or foreign war, a riot or popular uprising or a strike,
- . the voluntary participation of an insured person in riots or strikes,
- . the explosion of an atom or any radiation coming from ionising radiation,
- . alcoholism, drunkenness, the use of drugs or narcotics or of medicines not medically prescribed,
- . any intentional act that may involve the application of the cover of the contract,
- . duels, bets, crimes, fights (except self defence),
- . the practising of the following sports : bobsleigh, skeleton, mountaineering, competition tobogganing, air sports (with the exception of upward paragliding) as well as sports resulting from participation in or training for official matches or competitions organised by a sporting federation,
- . the absence of uncertainty.

HOW IS YOUR INDEMNITY CALCULATED ?

If the indemnity cannot be established by negotiation, it is assessed by means of an amicable assessment, subject to our respective rights.

Each of us chooses his assessor. If these assessors do not agree among themselves, they call on a third assessor and all three work jointly by a majority of the votes.

If one of us fails to appoint an assessor or the two assessors fail to agree about the choice of a third assessor, the appointment is made by the Presiding Judge of the District Court ruling under the summary procedure. Each of the co-contracting parties pays for the expenses and fees of his assessor and, if need be, for half of those of the third assessor.

HOW SOON WILL YOU BE INDEMNIFIED ?

The payment is made within a period of fifteen days from the agreement that is reached between us or of notice of the enforceable judicial decision.

WHAT ARE THE SANCTIONS APPLICABLE IN THE EVENT OF AN INTENTIONAL FALSE DECLARATION ON YOUR PART AT THE TIME OF THE LOSS ?

Any fraud, omission or intentional false declaration on your part about the circumstances or the consequences of a loss shall entail the loss of any right to a service or indemnity for this loss.

WHAT ARE THE MEANS FOR EXAMINING COMPLAINTS ?

In the event of difficulties, you must send you complaint to :

Gan Eurocourtage IARD
Tour Gan Eurocourtage
Consumer Relations Department
4 – 6 avenue d'Alsace
92033 La Défense Cedex

If, in the end, your disagreement remains after the reply given you can request the opinion of the Mediator under the conditions that would be sent to you on simple request to the address above.

AUTHORITY RESPONSIBLE FOR THE REGULATION OF THE INSURANCE COMPANY

The Authority for the Regulation of Insurance Companies and Mutual Insurance Companies (L'autorité de Contrôle des Assurances et des Mutuelles) (ACAM)
61 rue Taitbout
75436 PARIS CEDEX 09

INFORMING OF THE SUBSCRIBER ABOUT THE PROVISIONS OF THE FRENCH NATIONAL COMMISSION FOR IT AND RIGHTS (COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTES) – CNIL

The information concerning you is necessary for the processing of your request as well as for the management of your insurance contract. It is intended for the insurer, its authorised agents, its service providers and professional bodies. It is also intended for commercial purposes for the other companies of the group and for their partners. If you do not want this, you can object by contacting the address below.

In accordance with Law no 78 – 17 of 6 January 1978 concerning IT, files and rights, you have a right of opposition to, access to, rectification of and communication of the data concerning you by contacting your insurer at the following address : Gan Eurocourtage IARD – Service des relations avec les consommateurs – Tour Gan Eurocourtage – 4-6, avenue d'Alsace – 92033 La Défense cedex. e-mail : relationsconsommateurs@gan-eurocourtage.fr

SUBROGATION

After having paid you your indemnity, with the exception of that paid for the travel Accidents cover, we are subrogated in the rights and actions that you may have against the third parties responsible for the loss as stipulated in Article L.121-12 of the French Insurance Code.

Our subrogation is restricted to the amount of the indemnity that we have paid or of the services that we have provided.

WHAT IS THE STATUTE-BARRING PERIOD ?

Any legal action concerning this contract can only be brought during a period of two years from the event which gave rise to it under the conditions stipulated by Articles L.114-1 and L.114-2 of the French Insurance Code.

WHAT ARE THE LIMITS APPLICABLE IN THE EVENT OF FORCE MAJEURE ?

We cannot be held liable for breaches in the performance of the Assistance services resulting from an event of force majeure or the following events : civil or foreign wars, obvious political instability, popular uprisings, riots, acts of terrorism, reprisals, restriction to the free movement of persons or goods, strikes, explosions, catastrophes natural disasters, explosion of an atom or lateness in the performance of the services resulting from the same causes.

THEFT AND BREAKAGE

In the event of accidental physical damage to the ski Equipment insured : payment of the repairing or replacement of the ski Equipment insured if the latter is not reparable or is economically irreparable, **within the limit of € 600 per item of ski equipment insured. The deductible stipulated below shall be applied.**

The indemnification shall be made on presentation of an invoice directly to the insured party after deduction of the deductible.

In the event of simple theft or theft by break-in of the ski Equipment insured: payment of the costs of replacement of the ski Equipment insured, **within the limit of € 600 per item of equipment insured. The deductible stipulated below shall be applied.**

The deductible incumbent on the insured party is fixed according to the category of ski equipment insured :

- € 25 for the children's skis
- € 40 for the standard and junior packs
- € 50 for the prestige pack

The cover is restricted to one sole loss per item of ski Equipment insured and per insurance period.

EXCLUSIONS OF COVER

- Accidents caused or provoked intentionally by the Insured Party or the beneficiary of the contract.
- The consequences of a suicide committed or attempted by the Insured Party.
- The absorption of drugs, narcotics, similar substances and medicines not prescribed by an authorised medical authority and their consequences.
- The consequences of the alcoholic condition of the Insured Party proven by the presence in the blood of a level of pure alcohol equal to or more than that stipulated by the French Law governing driving.
- Nervous, psychic or neuro-psychic illnesses entailing hospitalisation.

Accidents occurring under the following circumstances are also excluded:

- When the Insured Party practices a sport professionally or practices or takes part in an amateur race requiring the use of a motorised land, air or water vehicle.
- When the Insured Party uses either as a pilot or passenger a ULM, hang glider, hand glider or para glider.
- When the Insured Party participates in fights (except in the event of self defence) and crimes.

Exclusions specific to the Theft and Breakage cover :

- A theft other the Theft by break-in between 6.00 (six) p.m. and 9 (nine) a.m.
- The loss, including the loss through an event of force majeure, or the disappearance of the ski Equipment insured
- Damage other than accidental physical Damage
- The damage caused to the external parts of the ski Equipment insured not preventing the proper use of the latter, such as scratches, cracking and scrapes

- **The damage resulting from non compliance with the instructions for use and maintenance provided by the rental store where the ski Equipment insured is withdrawn**

- **Damage covered by the guarantee of the manufacturer, distributor or assembler**

- **The intentional fault or fraud of the Insured party.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS ?

You must :

- Send the dresser declaration of loss and all the documents necessary for the constitution of the dossier to Cabinet Chaubet Courtage and thereby prove the justification and the amount of the claim.

In all cases, the originals of the detailed invoices will be systematically requested from you.

List of the documents to provide in the event of a loss :

In the event of theft :

- a declaration under oath specifying the exact circumstances of the loss (form to complete)
- the original of the filing of the complaint with the competent police authorities,
- proof of the break-in in the event of theft by break-in.

In the event of accidental damage :

- a declaration under oath specifying the exact circumstances of the loss (form to complete)
- a certificate from the store specifying the damage suffered by the ski equipment insured.
- the invoice for the repairing or replacement depending on the cases.

Whatever the generating event :

A copy of the e-mail of confirmation of the reservation of the rental stating the taking out of the ski equipment breakage and theft insurance.

- Cabinet Chaubet
- 32 avenue Alsace Lorraine
- 31000 Toulouse

sinistrevoyage@cabinet-chaubet.fr

Declaration of loss

Broker Code : 21902

Contract : No 78 607 855
TRAVEL HORIZON

Last name : _____

First name : _____

Address : _____

Tel. : _____

Trip from : _____ to _____

Date of the loss : _____ Type of equipment rented : _____

Declare* :

THEFT

BREAKAGE

Circumstances :

-

-

-

-

I, the undersigned Mrs, Mr
facts stated above

certify under oath the accuracy of the

In : _____ on _____ Signature :

* Mark the box or boxes corresponding to the nature of the risk.

Send this declaration to :

Cabinet CHAUBET

32 RUE D'ALSACE

31000 TOULOUSE

lossvoyage@cabinet-chaubet.fr

Gan Eurocourtage

and

Cabinet CHAUBET

wish you

a good trip