GENERAL & SPECIAL CONDITIONS



INSURANCE TRAVEL GALAXY



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

POLICY No. : will be sended within the end of 2021

MULTIRISK formula

SANITARY PROTECTION Option

ADMINISTRATIVE MANAGEMENT OF THIS CONTRACT HAS BEEN ENTRUSTED TO ASSUREVER, A SARL (FRENCH LIMITED LIABILITY COMPANY) WITH CAPITAL OF 516,500 €, INSURANCE BROKER, REGISTERED WITH:

• THE TRADE AND COMPANIES REGISTER OF PARIS UNDER NUMBER 384 706 941,

• ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

ASSUREVER IS LOCATED AT 26, RUE BENARD, 75014 PARIS, FRANCE.

ASSUREVER IS SUBJECT THE SUPERVISION OF THE FRENCH PRUDENTIAL CONTROL AUTHORITY (ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

THE COVERAGE PROVIDED BY YOUR CONTRACT, WITH THE EXCEPTION OF ASSISTANCE SERVICES, IS GOVERNED BY THE FRENCH INSURANCE CODE.

YOUR CONTRACT INCLUDES THE PRESENT GENERAL TERMS AND CONDITIONS, COMPLETED BY YOUR SUBSCRIPTION CERTIFICATE. AMONG THE COVERAGE DESCRIBED HEREAFTER, THE COVERAGE YOU HAVE PERSONALLY SELECTED IS INDICATED IN YOUR SUBSCRIPTION CERTIFICATE, ACCORDING TO THE FORMULA TO WHICH YOU HAVE SUBSCRIBED AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

PLEASE READ YOUR GENERAL TERMS AND CONDITIONS CAREFULLY. THESE INDICATE OUR RESPECTIVE RIGHTS AND

In the event of a Claim requiring a cancellation, you must cancel your booking with your travel operator as soon as you become aware of it. To be entitled to the "Holiday Cancellation" cover or any of the other Insurance benefits of this policy, you must send us your notice of claim within five working days following the occurrence of the event to: **ASSUREVER** Service Gestion Clients TSA 52216 18039 BOURGES CEDEX Tél. : +33 1 73 03 41 01 Mail : gestion@assurever.com To be entitled to assistance cover under this policy, it is ESSENTIAL that you first contact the public emergency services and then contact MUTUAIDE Services prior to any intervention or personal initiative in order to obtain an incident number which will be needed for us to bear the expenses of providing assistance. Your policy: 5136

IMPORTANT

MUTUAIDE Assistance 24h/24 et 7j/7

Telephone number from France: 01 55 98 88 17

Telephone number from abroad: +33 1 55 98 88 17

SOME ADVICES

BEFORE GOING ABROAD

- Make sure you have forms adapted to the length and nature of your trip and to the country you are visiting (there is specific legislation for the European Economic Area). These various forms are issued by the Sickness Insurance Fund to which you are affiliated so that, in the event of illness or accident, your medical expenses will be covered directly by that organization.
- If you are moving to a country that is not part of the European Union and the European Economic Area (EEA), you should find out, before you leave, whether that country has a social security agreement with France. To do this, you should consult your Caisse d'Assurance Maladie to find out whether you fall within the scope of that agreement and whether you have any formalities to complete (withdrawal of a form, etc.).
- To obtain these documents, you should contact the competent institution before your departure (in France, contact your Caisse d'Assurance Maladie).
- If you are undergoing treatment, don't forget to take your medication with you and find out about the conditions for transporting it according to your means of transport and your destination.
- As we cannot replace emergency assistance, we advise you, particularly if you are engaged in a risky physical or motor activity or if you are travelling in an isolated area, to make sure beforehand that an emergency assistance system has been put in place by the competent authorities of the country concerned to respond to a possible request for assistance.
- If your keys are lost or stolen, it may be important to know the numbers. Take the precaution of writing down these references.
- Similarly, if your identity papers or means of payment are lost or stolen, it is easier to reconstitute these documents if you have taken the trouble to make photocopies and note down the numbers of your passport, identity card and bank card, which you will keep separately.

ON THE PLACE

If you are ill or injured, contact us as soon as possible, after having taken care to call for emergency assistance (SAMU, fire brigade, etc.) for which we cannot substitute ourselves.

CAUTION

Certain pathologies may constitute a limit to the conditions of application of the contract. We advise you to read these General Provisions carefully.

TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

MULTIRISK

BENEFITS	AMOUNTS INCL. TAX Maximum per person		
Cancellation of trip Illness, accident or death	 According to the conditions of the cancellation fees schedule with a maximum of €16,000 per person and €40,000 per event 		
 Cancellation in the event of an attack or natural disaster at destination Other justified cases 	 No excess Excess of €50 per person 		
 Missed flight Coverage of a new plane ticket in the case of a departure within 24 hours 	 Maximum 50% of the total amount of your initial package or 80% of the total amount of your dry flight 		
 Aerial delay > 4 hours On regular outward and/or return flights On outward charter flight 	 Flate rate compensation of 10% of the amount of the trip, up to a maximum of €250 		
 Luggage and personal belongings Theft, total or partial destruction, loss during transport by a transport company Valuable items Excess only in case of damage to suitcases Cost of reconstituting identity documents Luggage delivery delay > 12 hours 	 €2,000 per person and €10,000 per event 50% of the guaranteed capital €50 per suitcase €150 per person Flat rate compensation of €150 per person 		
Costs of interruption of trip Reimbursement of unused benefits: following an early return following medical raptriation Individual travel accident	 Prorata temporis Voucher equal to the value of the initial trip valid for 1 year 		
Death or permanent total disability capital	 Maximum €7,500 per person and maximum €70,000 per event 		
Civil liability			
 Bodily injury, material and immaterial damage Excess 	 Maximum €1,000,000 per event €75 per claim 		
Impossible return			
Extension of stay fees <i>Excess</i>	 10% of the amount of the trip per night per person with a minimum of €50 (maximum 5 nights) The first night following the return date 		

Assistance to persons in the event of illness or injury	
 Transport / Repatriation Return of insured family members or two accompanying persons Presence in hospital Accompanying children under 18 years Extension of stay Early return in the event of hospitalisation of a family member, a professional replacement, a person in charge of the care of a minor and/or adult disabled child who remains at home 	 Actual costs Return ticket + taxi Round trip ticket and €80 per day (maximum 10 days) Round trip ticket or hostess €80 per day (maximum 10 days) Return ticket + taxi
Medical expenses	
 Additional reimbursement of medical expenses and advance on hospitalisation costs (abroad only) Dental emergencies Excess medical and dental emergencies 	 €150,000 €160 €30 per person
Assistance in the event of death	
 Transport of bodies Casket or urn charges Return of insured family members or two accompanying persons Early return in the event of the death of a family member, a professional replacement, a person in charge of the care of a minor and/or adult disabled child who has remained at home 	 Actual costs €2,500 Return ticket + taxi Return ticket + taxi
Travel assistance	
Before the trip • Travel Information	
 <u>During the trip</u> Advance of criminal bail Coverage of lawyer's fees Assistance in the event of a claim at home during a trip: Early return Precautionary measures (in France only): contact with a locksmith, plumber, security company and payment of the costs of the intervention 	 €15,000 €3,000 Return ticket + taxi €80
 Accommodation (in France only) Early return in the event of an attack Search and rescue costs at sea and in the mountains Sending medicines Assistance in the event of theft, loss or destruction of identity documents or means of payment 	 €50 per night per person (maximum 2 nights) Return ticket + taxi €7,500 Shipping costs Cash advance of €1,500
 <u>After the trip</u> Assistance with returning home after repatriation: household helpat home after repatriation if hospitalisation more than 5 days 	• 3 hours

SANITARY PROTECTION OPTION

This guarantee complements the Multirisk formula.

BENEFITS	AMOUNTS INCL. TAX maximum per person	
Cancellation of trip		
 Illness, including illness in case of epidemic or pandemic Excess 	 €16 000 per person and €40 000 per event 	
 Cancellation for refusal on boarding following a temperature check Excess 	No excess	
	 10%of the amount of the cover with a minimum of €50 per person 	
Assistance Sanitary Protection		
 Pre-departure teleconsulting Repatriation or sanity transport (including epidemic or pandemic) Impossible return 	 1 call Actual costs €1,000 maximum per person and €50,000 maximum per group 	
Hotel expenses due to impossible return	 Hotel costs €80 per night (maximum 14 nights) 	
Hotel expenses following quarantine	 Hotel costs €80 per night (maximum 14 nights) 	
 Medical expenses abroad including epidemic or pandemic <i>Excess</i> 	 €150,000 per person €30 per person 	
 Taking charge of a local telephone package Psychological support 	 Up to €80 6 consultations per event 	
Substitute suitcaseHome help	 €100 maximum per person and €350 maximum per family 15 hours spread over 4 weeks 	
 Delivery of household goods 	 13 hours spread over 4 weeks 1 delivery per week (maximum 2 weeks) 	
Psychological support following repatriation	6 interviews per event	

EFFECTIVE DATE AND DURATION OF THE GUARANTEES

GUARANTEES	EFFECTIVE DATE	EXPIRY OF GUARANTEES
CANCELLATION OF THE TRIP	The day of subscription of the present insurance contract	The day of departure on the trip (place where the organizer is summoned on the outward journey)
OTHER GUARANTEES	The day of departure on the trip (place where the organizer is summoned on the outward journey)	The last day of the trip (place of dispersion of the group)

The period of validity of all the guarantees corresponds to the dates of travel indicated in the Special Provisions with a maximum duration of 90 consecutive days, with the exception of:

- the "Cancellation of the trip" cover which takes effect on the day of subscription of the present insurance contract and expires as soon as the first insured benefit has begun;
- the "Travel Information" assistance service which takes effect on the day you take out the contract so that you can make use of it before the day you leave on your trip, and expires on the day you return from the trip.

Only the guarantees corresponding to the formula subscribed to and indicated in the Special Provisions are acquired.

The subscription must be made on the day of registration for the trip or at the latest on the day before the first day of application of the penalties provided for in the organiser's scale.

GENERAL INSURANCE AND ASSISTANCE

The purpose of this insurance and assistance contract is to cover, within the limits and under the conditions defined below, the Insured during the trip.

As with any insurance and assistance contract, this one carries rights for you as well as for us, but also obligations. It is governed by the Insurance Code. These rights and obligations are set out on the following pages.

DEFINITIONS

A. DEFINITIONS COMMON TO INSURANCE AND ASSISTANCE

For the purposes of this contract, the following definitions apply:

Accident (of the person)

A sudden and fortuitous event reaching the Insured, unintentional on the part of the Insured, resulting from the sudden action of an external cause.

Insured

Individuals travelling through the intermediary of the Subscriber who has taken out this contract on their behalf are considered to be Insured.

These persons must be resident in one of the member countries of the European Union, the United Kingdom, Switzerland, Norway, Andorra, Liechtenstein, San Marino, Gibraltar, in the DROMs and COMs. In this contract, the Insured Persons are also referred to as "you".

Assistant

MUTUAIDE ASSISTANCE – 126 rue de la Piazza – 93196 Noisy-le-Grand Cedex. S.A. with a fully paid-up capital of €12,558,240. Company governed by the Insurance Code RCS 383 974 086 Bobigny – VAT FR 31 3 974 086 000 19.

Insurer

- For insurance cover other than Private Liability Abroad and Individual Accident, the Insurer is MUTUAIDE ASSISTANCE -126 rue de la Piazza - 93196 Noisy-le-Grand Cedex - S.A. with a capital of €12,558,240 fully paid up - Company governed by the Insurance Code RCS 383 974 086 Bobigny - VAT FR 31 3 974 086 000 19.
- For Foreign Private Liability and Individual Accident cover, the Insurer is GROUPAMA RHONE ALPES AUVERGNE -Caisse Régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne - 50 rue de Saint-Cyr 69251 LYON Cedex 09 - 779 838 366 RCS Lyon - Issuer of mutual insurance certificates. Company governed by the French Insurance Code and subject to the Autorité de Contrôle Prudentiel et de Résolution - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex.

Attack

Attack means any act of violence, constituting a criminal or illegal attack, against persons and/or property, in the country in which you are staying, with the aim of seriously disturbing public order. This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.

Natural disasters

Phenomenon of natural origin, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities of the country of occurrence.

COM

French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint-Barthélemy and Saint-Martin and New Caledonia.

Domicile

Domicile is considered to be your principal and usual place of residence listed as your home on your income tax notice. It is located in one of the member countries of the European Union, the United Kingdom, Switzerland, Norway, Andorra, Liechtenstein, San Marino, Gibraltar, in the DROMs (Overseas Departments and Regions) and the COMs.

DROM

By DROM, we mean Guadeloupe, French Guiana, Martinique, Mayotte and Reunion Island.

Abroad

The term 'foreigner' means the whole world except your country of residence and the excluded countries.

Epidemic

Abnormally high incidence of a disease during a given period and in a given region.

Event

Any situation provided for in these General Provisions which gives rise to a request for intervention from the Insurer.

France

The term France means metropolitan France, the Principality of Monaco and the DROMs.

Excess

Part of the amount of the costs remaining at your expense.

Hospitalisation

Any admission of an Insured Person justified by a hospitalisation certificate in a hospital center (hospital or clinic) prescribed by a doctor, following an Illness or Accident and including at least one night on site.

Immobilisation

Incapacity (total or partial) physical inability to move around, noted by a doctor, following an Illness or Accident, and requiring rest at Home or on the spot. It must be justified by a medical certificate or, depending on the Insured concerned, by a detailed work stoppage.

Illness

Sudden and unpredictable deterioration of health identified by a competent medical authority.

Serious illness

Sudden and unpredictable deterioration of health identified by a competent medical authority leading to the prescription of medication and including the interruption of all professional or other activities.

Membre de la famille

Family Member means the spouse, partner or cohabitee living under the same roof, the legitimate, natural or adopted child(ren) of the Insured, the father and mother, brothers and sisters, grandparents, grandchildren, in-laws (i.e. parents of the Insured's spouse), legal guardian, brothers-in-law and sisters-in-law, sons-in-law and daughters-in-law, uncles and aunts, nephews and nieces.

Pandemic

Epidemic that develops over a vast territory, transcending borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Country of origin

The country of origin is considered to be the country of your Residence.

Quarantine

Isolation of the person, in case of suspicion of disease or proven disease, decided by a local competent authority, in order to avoid a risk of spreading the said disease in the context of an epidemic or pandemic.

Sinister

The term "Loss" means any event of a random nature, of such a nature as to engage one of the coverages of the present contract.

Damage at home

Fire, burglary or water damage occurring at your Home during your trip, and justified by the documents provided under the "Assistance in the event of a claim occurring at home during a trip" benefit.

Subscriber

The tour operator having its registered office in France and who takes out this contract on behalf of other beneficiaries, hereinafter referred to as the Insured.

European Union

European Union" means the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Lithuania, Latvia, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

B. DEFINITIONS SPECIFIC TO INSURANCE

For the purposes of this contract, the following definitions apply:

Serious accident

A sudden and fortuitous event affecting any natural person, unintentional on the part of the victim, resulting from the sudden action of an external cause and preventing him/her from moving by his/her own means.

Cancellation

The pure and simple cancellation of the trip you have booked as a result of the reasons and circumstances leading to the application of the "Trip Cancellation" guarantee, which are listed in the "Trip Cancellation" chapter.

Major event at destination

Three causes may, within the meaning of this contract, be likely to constitute a Major Event:

- major climatic events in intensity meeting the following cumulative conditions : climatic events such as floods due to river overflows, floods due to runoff, floods and mechanical shocks due to wave action, floods due to marine submersion, mud and lava flows, tidal waves, earthquakes, earthquakes, volcanic eruptions, cyclonic winds, storms of abnormal intensity which have given rise to a Natural Disaster Order if they occurred in France, or which have caused major material and/or human damage if they occurred abroad,
- major health events in the country or zone of destination identified by the World Health Organization and leading to a pandemic or epidemic risk,
- major political events in terms of intensity and duration leading either to serious disruption of the established internal
 order within a State or to armed conflicts between several States or within a single State between armed groups. The
 French Ministry of Europe and Foreign Affairs formally advises against the use of such zones or countries.

Wear

Depreciation of the value of a property caused by the use, or its maintenance conditions, on the day of the Loss.

Obsolescence

Depreciation in the value of a property caused by the weather on the day of the loss.

TERRITORIAL SCOPE OF THE GUARANTEES

The guarantees apply worldwide.

Excluded are countries listed by the French Ministry of Foreign Affairs as being in a state of civil or foreign war, of notorious political instability, subject to reprisals, restrictions on the free movement of persons and goods for any reason whatsoever, in particular health, safety or meteorological, countries suffering from acts of terrorism, natural disasters or disintegration of the atomic nucleus, as well as countries suffering from any other case of force majeure.

HOW TO USE OUR SERVICES?

→ DO YOU NEED ASSISTANCE?

In an emergency, it is imperative to contact the emergency services for any problems within their competence. In order to enable us to intervene, we recommend that you prepare your appeal.

We will ask you for the following information:

- your surname(s) and first name(s)
- your policy no. : 5136
- your exact location, address and telephone number where you can be reached.

You must:

- contact the assistance centre without delay on the following telephone number: 01 55 98 88 17 (+ 33 1 55 98 88 17 from abroad);
- obtain our prior agreement before taking any initiative or incurring any expense;
- comply with the solutions we recommend;
- provide us with all the elements relating to the contract taken out;
- provide us with all the original receipts for the expenses for which reimbursement is claimed.

WHAT ARE THE CONDITIONS OF APPLICATION OF THE BENEFITS AND GUARANTEES?

- We reserve the right to request all necessary proof (death certificate, proof of residence, certificate of marital life, proof of expenses, etc.) to support any request for assistance.
- Any expenses incurred without our agreement will not give rise to any reimbursement or reimbursement after the event.
- An event originating from a pre-existing illness and/or injury diagnosed and/or treated and which has been the subject of continuous hospitalisation, day hospitalisation or outpatient hospitalisation in the 6 months preceding the request for assistance cannot be covered in this way, regardless of whether it is the manifestation or aggravation of the said condition.
- In the event that the assistance provider triggers an intervention due to a lack of verification, due to insufficient
 information or following erroneous information with regard to the information to be provided to the assistance
 provider, the intervention costs thus incurred by the assistance provider will be re-invoiced to the Policyholder
 and payable on receipt of the invoice, with the Policyholder being responsible, if he so wishes, for recovering
 the amount from the person requesting assistance if the latter is not the Insured Party.

WHAT SHOULD YOU DO WITH YOUR TICKETS?

When a transport operation is organized and paid for in accordance with the terms of the contract, you undertake either to reserve the right to use your transport title(s) or to reimburse us the amounts you obtain from the organization issuing your transport title(s).

→ DO YOU WISH TO REPORT A CLAIM COVERED UNDER THE INSURANCE GUARANTEE?

Within 5 days in all cases, you or any person acting on your behalf must contact ASSUREVER, either by email, telephone or post:

ASSUREVER

Service Gestion Clients TSA 52216 18039 BOURGES Cedex Tél. : + 33 1 73 03 41 01 Mail : <u>gestion@assurever.com</u> Offices open from Monday to Friday from 09:00 to 18:00

ACCUMULATION OF GUARANTEES

If the risks covered by this contract are covered by another insurance, you must inform us of the name of the insurer with whom another insurance has been taken out (Article L121-4 of the Insurance Code) as soon as this information has been brought to your attention and at the latest when you make a claim.

FALSE DECLARATIONS

When they change the object of the risk or diminish our opinion of it:

- Any reticence or intentionally false statement on your part will render the contract null and void. The premiums paid remain our property and we will be entitled to demand payment of the premiums due, as provided for in Article L113-8 of the Insurance Code,
- any omission or inaccurate declaration on your part which is not established as being in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation in accordance with Article L113-9 of the Insurance Code.

FORFEITURE OF BENEFITS AND GUARANTEES DUE TO FRAUDULENT DECLARATIONS

In the event of a Claim or request for assistance under the assistance benefits and/or insurance cover (provided for in these General Provisions), if you knowingly use incorrect documents or use fraudulent means or make inaccurate or reticent declarations as proof, you will be deprived of any right to the assistance benefits and insurance cover, provided for in these General Provisions, for which these declarations are required.

WHAT ARE THE LIMITATIONS IN CASE OF FORCE MAJEURE OR OTHER SIMILAR EVENTS?

We can in no way substitute ourselves for local organisations in the event of an emergency. We cannot be held responsible for failures or delays in the execution of services resulting from force majeure or events such as:

- civil or foreign wars, notorious political instability, popular movements, riots, acts of terrorism, reprisals,
- recommendations of the W.M.S. or national or international authorities or restrictions on the free movement of
 persons and goods, for any reason whatsoever, in particular for health, safety or meteorological reasons, or to
 restrict or prohibit aeronautical traffic,
- strikes, explosions, natural disasters, disintegration of the atomic nucleus, or any irradiation from an energy source of a radioactive nature,

- delays and/or impossibility to obtain administrative documents such as entry and exit visas, passports, etc. • necessary for your transport within or out of the country where you are or your entry into the country recommended by our doctors for hospitalisation,
- use of local public services or stakeholders that we are obliged to use under local and/or international regulations,
- non-existence or unavailability of technical or human means adapted to the transport (including refusal of intervention).

EXCLUSIONS COMMON TO ALL GUARANTEES

The general exclusions of the contract are the exclusions common to all the insurance cover and assistance benefits described in these General Provisions. The following are excluded:
civil or foreign wars, riots, popular movements,
the voluntary participation of an Insured in riots or strikes, brawls or assaults,

- the consequences of the disintegration of the atomic nucleus or any irradiation from an energy source of a radioactive nature,
- except by way of derogation, an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm except within the framework of the provisions resulting from Law No. 82-600 of 13 July 1982 relating to compensation for victims of natural disasters (for insurance cover),
- the consequences of the use of medicines, drugs, narcotics and similar products not medically prescribed, and the misuse of alcohol,
- y intentional act on your part which may result in the contract being guaranteed.

DAMAGE EXPERTISE

In the event of disagreement between the parties, each of them shall choose an expert. If the experts thus appointed do not agree, a third party expert shall be appointed by the President of the competent Court of the Insured's place of residence. This appointment shall be made at the request of the most diligent party, made at the earliest 15 days after a registered letter of formal notice with acknowledgement of receipt has been sent to the other party.

Each party shall pay the costs and fees of its expert and, where applicable, half of the fees of the third party expert and the costs of his appointment.

No action may be brought against the Insurer until the third party expert has settled the dispute.

EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (including airlines) are likely to impose restrictions for persons suffering from certain pathologies or for pregnant women, which are applicable until the start of transport and may be modified without notice (e.g. for airlines: medical examination, medical certificate, etc.). As a result, the repatriation of these persons can only be carried out subject to the carrier's refusal, and of course, the absence of unfavorable medical advice (as provided for and according to the terms and conditions set out in the "TRANSPORT/REPATRIATION" chapter) with regard to the health of the Insured or the unborn child.

SUBROGATION

In accordance with the provisions of Article L.121-12 of the Insurance Code, the Insurer is subrogated, up to the amount of the indemnity it has paid, in the rights and actions of the Insured with regard to third parties.

The Assessor is subrogated under the terms of the Insurance Code to the rights and actions of the Subscriber and the Insured against any person responsible for the Claim up to the amount of the costs incurred by him.

Similarly, when all or part of the services provided in execution of the guarantees of the contract are covered in whole or in part by an insurance contract, a health insurance organization, Social Security or any other institution, the Assisteur is subrogated in the rights and actions of the Insured towards the aforementioned organizations and contracts.

WHAT ARE THE PRESCRIPTION DEADLINES?

In application of Article L 114-1 of the Insurance Code, any action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for death benefits, with the actions of the beneficiaries being time-barred no later than thirty years from this event.

However, this period does not run:

- in case of concealment, omission, false or inaccurate statement on the risk incurred, only from the day on which the Insurer became aware of it:
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they have been unaware of it until then.

When the Insured's action against the Insurer is based on the recourse of a third party, the limitation period shall only run from the day on which this third party has brought legal action against the Insured or has been indemnified by the Insured.

This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

the recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);

- a legal claim, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled due to a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is not valid if the plaintiff withdraws his application or allows the proceedings to lapse, or if his application is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is recalled that:

- The interpellation made to one of the joint and several debtors by a legal claim or by an act of forced execution or the recognition by the debtor of the right of the one against whom he was prescribing interrupts the limitation period against all the others, even against their heirs.
- On the other hand, the interpellation made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other joint heirs, even in the case of a mortgage debt, if the obligation is divisible. Such interpellation or recognition interrupts the limitation period, with respect to the other co-debtors, only for the portion for which the heir is liable.

In order to interrupt the limitation period for the whole, with regard to other co-debtors, it is necessary to interpellation all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code). The interpellation made to the principal debtor or his acknowledgement interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured as regards the action for payment of the premium, and addressed by the Insured to the Insurer as regards the settlement of the claim indemnity).

EXERCISE OF THE RIGHT OF RENUNCIATION PROVIDED FOR IN ARTICLE L. 112-10 OF THE INSURANCE CODE (HAMON LAW)

You are invited to check that you are not already the beneficiary of a guarantee covering one of the claims covered by the new contract. If this is the case, you have the right to renounce this contract for a period of 14 (calendar) days from its conclusion, without charge or penalty, if all the following conditions are met:

- you have taken out this contract for non-professional purposes;
- this contract is complementary to the purchase of a good or service sold by a supplier;
- you can prove that you are already covered for one of the claims covered by this new contract;
- the contract you wish to renounce is not fully executed;
- you have not declared any claim covered by this policy.

In this situation, you can exercise your right to renounce this contract by letter or any other durable medium addressed to the insurer of the new contract, accompanied by a document proving that you already have cover for one of the claims covered by the new contract. The insurer is obliged to refund the premium paid to you within 30 days of your waiver.

If you wish to renounce your contract but do not meet all of the above conditions, check the renunciation terms in your contract.

CLAIMS - DISPUTES

- 1. In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to inform MUTUAIDE by calling 01 55 98 88 17 or by writing to medical@mutuaide.fr for the Assistance guarantees listed below:
 - Assistance to persons in the event of illness or injury
 - Early return
 - Assistance in the event of death
 - Travel assistance
 - Sanitary Protection Assistance

If you are not satisfied with the answer you receive, you can write to: MUTUAIDE ASSISTANCE Service Qualité Clients 126 rue de la Piazza CS 20010 93196 Noisy-le-Grand Cedex

MUTUAIDE undertakes to acknowledge receipt of your mail within 10 working days. It will be processed within 2 months at the most.

If the disagreement persists, you can refer the matter to the Insurance Mediation Service by post at:

La Médiation de l'Assurance TSA 50110 75441 Paris Cedex 09

- In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to make this known to ASSUREVER by calling 01 73 03 41 01 or by writing to <u>reclamation@assurever.com</u> for the insurance cover listed below:
 - Cancellation of the trip
 - Missed flight
 - Aerial delay
 - Luggage and personals belongings
 - Interruption of trip
 - Individual accident
 - Impossible return
 - Sanitary Protection Cancellation

If you are not satisfied with the answer you receive, you can write to:

MUTUAIDE ASSISTANCE Service Assurance 126 rue de la Piazza CS 20010 93196 Noisy-le-Grand Cedex

MUTUAIDE undertakes to acknowledge receipt of your mail within 10 working days. It will be processed within 2 months at the most.

If the disagreement persists, you can refer the matter to the Insurance Mediation Service by post at:

La Médiation de l'Assurance TSA 50110 75441 Paris Cedex 09

3. In the event of a complaint (disagreement or dissatisfaction) relating to the Private Life Civil Liability cover abroad, you can contact your usual contact person:

ASSUREVER TSA 72218 - 18039 BOURGES CEDEX Tél : + 33 1 73 03 41 01 Mail : <u>reclamation@assurever.com</u>

or at the head office of your Regional Bank (whose contact details are given here). If you are not satisfied with the response, your complaint may be sent to the "Consumer" department of your Regional Mutual Fund (whose contact details are given below). We undertake to acknowledge receipt of your complaint within a maximum of 10 working days. It will be dealt with within two months at the most. If this is not the case, you will be informed. Finally, you may have recourse to the TSA 50110 - 75441 Paris Cedex 09 Insurance Mediation Office, without prejudice to your right to take legal action if necessary.

CONTROL AUTHORITY

L'Autorité de Contrôle Prudentiel et de Résolution – 4, place de Budapest – CS 92459 – 75436 Paris Cedex 9.

DATA COLLECTION

The Insured acknowledges being informed that the Insurer processes his personal data in accordance with the regulations relating to the protection of personal data in force and that in addition:

- the answers to the questions asked are compulsory and that in the event of false declarations or omissions, the consequences for the insured may be the nullity of the contract (Article L 113-8 of the Insurance Code) or the reduction of compensation (Article L 113-9 of the Insurance Code);
- the processing of personal data is necessary for the adhesion and execution of the contract and its guarantees, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force;

- the data collected and processed are kept for the duration necessary to fulfil the contract or legal obligation. These data are then archived in accordance with the periods provided for in the provisions relating to the statute of limitations;
- the recipients of the data concerning him/her are, within the limits of their attributions, the Insurer's departments in charge of the conclusion, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers within the framework of the exercise of their missions.
 They may also be sent, if necessary, to professional bodies and to all persons involved in the contract, such as lawyers, experts, court officers and judicial officers, curators, tutors and investigators.
 Information concerning the Subscriber may also be transmitted to the Subscriber, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and all public bodies authorized to receive them, as well as to the departments in charge of control such as auditors, auditors and departments in charge of internal control);
- in its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code with regard to the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

The data and documents concerning the Insured are kept for a period of five (5) years from the closing of the contract or the termination of the relationship;

• its personal data may also be used in the context of processing to combat insurance fraud which may lead, if necessary, to registration on a list of persons presenting a risk of fraud.

This registration may result in a longer study of the file, or even the reduction or refusal of a right, service, contract or service proposed.

In this context, personal data concerning him (or concerning the parties or interested parties to the contract) may be processed by all authorized persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for the authorized personnel of the organizations directly concerned by a fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials, judicial officers; third party organizations authorized by a legal provision and, where applicable, the victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data are kept for up to five (5) years from the closing of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

In the case of persons on a list of suspected fraudsters, the data concerning them are deleted after 5 years from the date of their inclusion on the list;

- in his capacity as Insurer, he is entitled to process data relating to offences, convictions and security measures either at the time of subscription of the contract, or during its execution or in the context of the management of litigation;
- personal data may also be used by the Insurer in the context of processing operations that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and or assistance products and service offers;
- personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union;
- the Insured has, by proving his identity, a right of access, rectification, deletion and opposition to the data processed. He also has the right to request to limit the use of his data when they are no longer required, or to retrieve in a structured format the data he has provided when these are necessary for the contract or when he has consented to the use of these data.

He or she has the right to set guidelines on the fate of his or her personal data after his or her death. These guidelines, whether general or specific, concern the storage, deletion and communication of his data after his death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

by e-mail : at DRPO@MUTUAIDE.fr

ou

<u>by post</u> : by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126 rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex.

After having made a request to the Data Protection Representative and not having obtained satisfaction, he has the possibility to refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

APPLICABLE LAW AND JURISDICTION

This contract is governed by French law. The contracting parties declare that they submit to the jurisdiction of the French Courts and waive any proceedings in any other country.

LANGUAGE USED

The language used in pre-contractual and contractual relations is French.

POLICY

The insurance and assistance cover, excluding Civil Liability and Private Life Abroad, stipulated in this document, are taken out with MUTUAIDE ASISTANCE.

The cover for Civil Liability for Private Life Abroad is taken out with GROUPAMA RHÔNE ALPES AUVERGNE.

INSURANCE GUARANTEES

CANCELLATION OF THE TRIP

1. WHAT WE GUARANTEE?

We will reimburse you the deposit or any sum retained by the travel organizer, and according to the conditions of sale of the trip (excluding the booking fee, the insurance premium and after deduction of the airport taxes reimbursed to you by the carrier), when you are obliged to cancel your trip before departure.

You are reminded that airport taxes, included in the price of the ticket, are charges which are payable in relation to the actual embarkation of the passenger and that the airport company is obliged to reimburse you for these amounts when you have not boarded. You must consult the general conditions of sale or transport in order to find out how these taxes are refunded (art. L 113-8 of the French Consumer Code).

2. IN WHICH CASES DO WE INTERVENE?

We intervene for the reasons and circumstances listed below, to the exclusion of all others.

- SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH (including the aggravation of previous illnesses and the after-effects of a previous accident):
 - you, your legal or de facto spouse or the person accompanying you, provided that it appears on the same invoice of this insurance contract,
 - of your ascendants or descendants and/or those of your spouse or those of the person accompanying you, provided that it appears on the same invoice of the present insurance contract,
 - of your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,
 - of your professional replacement, provided his or her name is mentioned when registering for the trip,
 - of the person in charge, during your trip:
 - the custody of your minor children provided his name is mentioned when you take out the contract,,
 - the care of a disabled person provided that he or she lives under the same roof as you and that you are the legal guardian and that his or her name is mentioned when the contract is taken out.

- CANCELLATION FOR ANY JUSTIFIED REASON

The guarantee is acquired by you, after **deduction of a deductible and a minimum amount indicated in the Table of Guarantee Amounts:**

- in all cases of Cancellation unforeseeable on the day of subscription of the present contract, independent of your will and justified,
- as well as in the event of Cancellation, for a justified reason, of one or more persons registered at the same time as you and having the status of Insured under this contract,
- as well as in the event of an Attack or Major Event occurring within a radius of 100 kilometers of your holiday resort within 15 days prior to the departure date, by way of derogation from the paragraph "What are the limitations in the event of force majeure or other similar events? "of the chapter "Framework of the contract".

The "Trip Cancellation" guarantee does not cover the inability to leave due to the material organization of the trip by the organizer (tour operator, airline company), including in the event of a dry flight and/or its failure (strike, cancellation, postponement, delay) or to the accommodation or safety conditions at the destination.

3. WHAT WE EXCLUDE

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- Cancellation caused by a hospitalized person at the time of booking your trip or taking out the contract,
- illness requiring medical and/or psychotherapeutic treatment (including nervous breakdown), except when it
- has resulted in hospitalisation for more than 4 consecutive days at the time of cancellation of your trip, forgetting to vaccinate, accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge, any aerial sport, as well as those resulting from participation or training in matches or competitions.
- failure, for any reason whatsoever, to present documents essential for the trip, such as passport, visa, travel documents, vaccination record, except in the case of theft on the day of departure of the passport or identity card duly declared to the competent authorities,
- illnesses, accidents that have been the subject of an initial observation, relapse, aggravation or hospitalisation between the date of purchase of your trip and the date of subscription of this contract, application fees, taxes, visa fees and insurance premium related to the trip.

4. HOW MUCH DO WE CONTRIBUTE?

We intervene for the amount of the cancellation costs incurred on the day of the Event which may engage the guarantee, in accordance with the general terms and conditions of sale of the travel organizer Subscriber to the contract, with a maximum and an Excess indicated in the Table of Guarantee Amounts.

5. HOW SOON DO YOU HAVE TO REPORT THE CLAIM TO US?

You must immediately notify the tour operator underwriting the contract and notify us within 5 working days of the Event giving rise to the guarantee. To do so, you must send us your claim form.

In the event of Cancellation and/or late declaration, we will only pay the Cancellation costs due on the date of occurrence of the Claim giving rise to the Cancellation.

LIMITATION OF WARRANTY

The compensation due under this guarantee cannot exceed the actual amount of the penalties invoiced following the cancellation of the trip. Application fees, taxes, visa fees and the insurance premium are non-refundable.

6. WHAT YOUR OBLIGATIONS ARE IN THE EVENT OF A CLAIM?

Your declaration must be accompanied by:

- in the event of an Illness or Accident, a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the Illness or Accident, as well as a photocopy of the sick leave if you are an employee, and photocopies of the prescriptions including the labels of the medicines prescribed or any tests and examinations carried out.
- in the event of death, a certificate and proof of relationship,
- in other cases any supporting documents.

The medical certificate must imperatively be enclosed in a sealed envelope for the attention of the consultant doctor that we will appoint for you.

For this purpose, you must release your doctor from the obligation of medical confidentiality vis-à-vis this medical advisor. Under penalty of forfeiture, the Insured Party availing him/herself of the guarantee must hand over all the contractually required parts without being able to avail him/herself, except in the case of force majeure, of any reason preventing their production. If you oppose this without a valid reason, you risk losing your rights to the guarantee. By express agreement, you grant us the right to make the warranty claim subject to compliance with this condition.

You must also provide us with any information or documents that you may be asked to provide in order to justify the reason for your Cancellation, and in particular:

- statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original of the cancellation invoice issued by the tour operator Subscriber to the contract,
- the number of your contract.
- the registration form issued by the travel agency or tour operator Subscribing to the contract,
- in the event of an Accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible and, if possible, witnesses.

WHAT WE GUARANTEE

If you miss your flight at the start of your outward journey for any reason whatsoever, except in the event of a change of schedule due to the carrier, we will refund the purchase of a new ticket for the same destination and by the same means of transport originally purchased, provided that you leave within 24 hours or by the first available flight:

- 50% of the total initial amount of your package (transport and ground services);
- 80% of the total initial cost of your flight (transport service only).

This guarantee does not apply if you are transferred to another company within the originally scheduled times. The guarantee takes effect on the date and time indicated on the flight ticket and expires upon arrival at the destination airport.

This guarantee is acquired on condition that you have taken a margin of at least 2 hours before the registration deadline.

Under no circumstances may the amount be higher than the amount that would be charged if the trip were cancelled.

AERIAL DELAY

1. WHAT WE GUARANTEE

This guarantee is valid on:

- regulars flights of outward and/or return airlines whose schedules are published,
- outward charter flights, the times of which are indicated on the outward flight ticket.

Following a delay in the arrival of the Insured's plane:

- more than 4 hours later than the originally scheduled time, for scheduled outward and/or return flights,
- more than 4 hours from the originally scheduled time for outward charter flights,
- we will compensate you on a lump sum basis, up to the amount indicated in the Table of Guarantee Amounts.

For the calculation of the compensation, the hours of delay of the outward flight are not added to the hours of delay of the return flight, they only concern a single journey. However, the guarantee may apply to both the outward and the return scheduled flight if the delay for each journey is more than 4 hours.

This guarantee does not apply if you are transferred to another company within the originally scheduled times.

he guarantee takes effect on the date and time indicated on the flight ticket and expires upon arrival at the destination airport.

2. WHAT WE EXCLUDE

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", we cannot intervene in the circumstances set out below:

- civil or foreign war, riots, civil commotion, strikes, acts of terrorism, hostage-taking or sabotage, any manifestation of radioactivity, any effect of nuclear origin or caused by any source of ionizing radiation in the country of departure, transfer and destination, any event that threatening the safety of your trip if your destination is not recommended by the French Ministry
- of Europe and Foreign Affairs,
- a decision of the airport authorities, civil aviation authorities or any other authority having made the announcement 24 hours before the departure date of your trip,
- events occurring between the date of reservation of your trip and the date of subscription of this contract,
- failure to fly on the flight on which your booking was confirmed for any reason whatsoever,
- non-admission on board due to failure to comply with the baggage check-in deadline and/or presentation at boarding.

3. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must

- complete and/or have a declaration of delay stamped with a competent person from the airline on which you are travelling or with a competent person at the airport,
- send us, as soon as you return and within 15 days at the latest, the duly completed declaration of delay, a photocopy of your plane ticket, the invoice for the guaranteed ticket and the boarding pass stub.

1. WHAT WE GUARANTEE

We guarantee, within the limits indicated in the Table of Guaranteed Amounts, your luggage, objects and personal effects, outside your Home or Second Home against:

- theft
- total or partial destruction,
- loss during transport by a transport company.

2. LIMITATION OF REIMBURSEMENT FOR CERTAIN OBJECTS

For precious objects, pearls, jewelry and watches worn, furs, as well as for any sound and/or image reproduction device and their accessories, shotguns, computer laptops, the reimbursement value may under no circumstances exceed 50% of the guaranteed insurance amount indicated in the Table of Guaranteed Amounts. In addition, the items listed above are only guaranteed against theft.

If you use a private car, the risks of theft are covered provided that the luggage and personal effects are contained in the trunk of the vehicle locked and out of sight. Only theft by burglary is covered.

If the vehicle is parked on the public highway, the guarantee is only acquired between 7 am and 10 pm.

3. WHAT WE EXCLUDE

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- the theft of luggage, effects and personal objects left unattended in a public place or stored in a room made available to several people,
- oblivion, loss (except by a transport company), exchange,
- theft without burglary duly recorded and fined by an authority (police, gendarmerie, transport company, purser, etc.),

- theft committed by your staff during the performance of their duties, accidental damage due to the spillage of liquids, fats, dyes or corrosives contained in your luggage, confiscation of goods by the authorities (customs, police), damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heatsource,, theft committed in a convertible and/or estate car or other vehicle not fitted with a boot, the guarantee remains acquired on the condition that the luggage cover delivered with the vehicle is used,
- collections, samples from sales representatives,
- theft, loss, forgetfulness or deterioration of cash, documents, books, passports, identity papers, tickets and credit cards.
- theft of jewelry when it has not been placed in a locked safe or is notworn,
- breaking of fragile objects such as porcelain, glass, ivory, pottery, marble,
- indirect damages such as depreciation and loss of use,
- the objects listed below: all prostheses, equipment of any kind, bicycles, trailers, valuable securities, paintings, glasses, contact lenses, keys of all kinds (except those of the Home), documents recorded on tapes or films as well as professional equipment, mobile phones, CDs, DVDs, all multimedia equipment (MP3, MP4, PDA, etc.) and any other items of personal use.), GPS, sports equipment, musical instruments, food products, lighters, pens, cigarettes, alcohol, art objects, fishing rods, cosmetics, photo film and objects purchased during yourtrip.

4. HOW MUCH DO WE CONTRIBUTE?

The amount shown in the Table of Guarantee Amounts is the maximum reimbursement for all claims occurring during the guarantee period.

A relative excess (only for damage to luggage: suitcases, bags, etc.) indicated in the Table of Guarantee Amounts, will be retained per Claim.

5. HOW IS YOUR INDEMNITY CALCULATED?

You will be compensated on the basis of the replacement value by equivalent objects of the same nature, less wear and tear and wear and tear.

Under no circumstances will the proportional rule provided for in Article L 121-5 of the French Insurance Code be applied.

6. WHAT DOCUMENTS MUST BE PROVIDED IN THE EVENT OF A CLAIM?

Your claim must be accompanied by the following information:

- receipt of a complaint or theft report filed within 48 hours with an authority (police, gendarmerie, transport company, purser, etc.) in the case of theft or loss,
- reservation forms with the carrier (maritime, air, rail, road) when your luggage or objects have been lost during the period they were in the legal custody of the carrier.

In the event of non-submission of these documents, we shall be entitled to claim compensation from you equal to the loss we have suffered as a result.

The sums insured cannot be considered as proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of these goods.

You are required to prove, by any means in your power and by any document in your possession, the existence and value of these goods at the time of the Loss, as well as the extent of the damage.

7. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE STOLEN ITEMS COVERED BY A LUGGAGE GUARANTEE?

You must notify us immediately by registered letter as soon as you are informed of this.

- If we have not yet paid you the compensation, you will have to repossess the items, we will then only be liable for the payment of any damage or missing items.
- If we have already compensated you, you can opt within 15 days:
 - or for neglect,
 - either for the return of the objects in return for the compensation you have received, less any damage or missing items.

If you have not chosen within 15 days, we consider that you have opted out.

LATE DELIVERY OF LUGGAGE

If your personal luggage is not handed over to you at the airport of your outward journey and is returned to you more than 12 hours late, you will receive a lump-sum payment as **indicated in the Table of Benefits**, to enable you to purchase essential items and belongings. This compensation is not cumulative with the "LUGGAGE AND PERSONALS BELONGINGS" guarantee above.

THEFT OF IDENTITY DOCUMENTS

If your passport, identity (or residence) card, vehicle registration document or driving licence has been stolen, we will pay the cost of restoring these documents up to the amount indicated **in the Table of Guaranteed Amounts**, on presentation of supporting documents.

INTERRUPTION OF TRIP FEE

1. WHAT WE GUARANTEE

INTERRUPTION OF TRIP FEE

We will reimburse you on a prorata temporis basis for the stay costs already paid and not used **(transport not included) from the** day following your early return and that you had to interrupt your trip, due to:

- hospitalisation or death of a family member;
- serious damage to the Insured's professional or private premises as a result of fire, explosion, flooding or burglary requiring the presence of the Insured on site;
- an attack on your place of stay within a radius of 100 km of your holiday resort.

This guarantee cannot be combined with the "COMPENSATION TRIP" guarantee below.

COMPENSATION TRIP

If we intervene for your repatriation for a medical reason (illness or accident suffered by you), you will benefit from a new trip for an amount equal to the original package or other transport ticket from the travel agency that sold the original trip within the limit shown in **the Table of Benefit Amounts.** This amount will only be paid to the repatriated person, his/her spouse or the person accompanying him/her, to the **exclusion of all others**, and must be used within twelve months of the event that caused the medical repatriation from the travel agency that sold the original trip.

This guarantee cannot be combined with compensation for "INTERRUPTION OF TRIP FEE".

2. HOW MUCH DO WE CONTRIBUTE?

The allowance is proportional to the number of days of stay not used. The indemnity is reimbursed within **the limits indicated in the Table of Guaranteed Amounts per person**, without however exceeding the ceiling per Event. To determine the indemnity, the application fee, visa, insurance and tip costs will be deducted, as well as any reimbursements or compensation granted by the organizer of the trip Subscriber to the contract.

INDIVIDUAL TRAVEL ACCIDENT

1. WHAT WE GUARANTEE

We guarantee the payment of the indemnities **provided for in the Table of Guaranteed Amounts in the** event of an accident causing bodily injury to the Insured for the duration of the trip.

2. HOW MUCH DO WE CONTRIBUTE?

No We intervene for the amount indicated in the Table of Guarantee Amounts in the following cases:

For Major Insured:

- death: the lump sum **indicated in the Table of Guaranteed Amounts** is payable to the beneficiaries designated by you in the Special Provisions or, failing this, to your heirs.
- partial permanent invalidity: you will receive a lump **sum**, the amount of which will be calculated **by applying** your degree of partial permanent invalidity to **the amount indicated in the Table of Benefits in the** event of permanent total invalidity, determined according to the scale below.

For people over 70 years of age, the guarantee is limited to the duration of the air transport.

For Insured minors:

- death of the child: we will compensate you for the funeral expenses incurred up to the amount **stated in the Table of Guarantee Amounts,** and on presentation of the original invoice issued by the funeral provider,
- disability of the child: we will pay compensation, the amount of which will be calculated by applying to the sum indicated in the Table of Benefit Amounts in the event of permanent total disability, the rate of partial permanent disability of the Insured child, determined according to the scale shown below.

3.	IN	VALI	DITY	SCALE	
3.	IN	VALI	DITY	SCALE	

	RIGHT		LEFT
 Complete loss : of the arm of the forearm of the thumb of the index of the middle finger of the middle finger of the pinkie of the thigh of the thigh of the leg of the foot of the big toe of the visual acuity or one eye Complete deafness, incurable and non-equipmentable Complete deafness, incurable and unaidable in one tear Total and incurable insanity 	70 % 60 % 12 % 6 % 5 % 4 %	55 % 40 % 100 % 40 % 8 % 3 % 100 % 25 % 60 % 10 %	60 % 50 % 17 % 10 % 5 % 4 % 3 %

Non-cumulation of benefits:

There is no accumulation of death and permanent total disability cover when they result from the consequences of the same insured event.

If, after having received compensation resulting from partial disability following a Guaranteed Event, you should die as a result of the same Event, we will pay the beneficiaries the lump sum provided for in the event of death up to the amount indicated in the Table of Guarantee Amounts, less the compensation we would have already paid you for partial permanent disability.

4. DEFINITION OF LOSS

Loss means the complete amputation or complete paralysis of the limb in question or the ankylosis of all joints.

5. WHAT WE EXCLUDE

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- accidents caused by: blindness, paralysis, mental illness, as well as all illnesses or infirmities existing at the time the contract is taken out,
- accidents resulting from the practice of certain sports such as: rock climbing, mountaineering, competitive luge, scuba diving with or without autonomous equipment, parachuting and any aerial sport, including kites or any similar device, speleology, as well as those resulting from training or participation in sports competitions,
- accidents caused by the use of a motor cycle with a cubic capacity greater than 125 cm3 as a driver or passenger,
- accidents caused by a transport company not licensed for public passenger transport.

6. HOW IS THE COMPENSATION CALCULATED?

The amount of compensation can only be set after consolidation, i.e. after the date from which the consequences of the Accident have stabilized..

The definitive rate after an Accident that affects a limb or organ already injured will be equal to the difference between the rate determined from the table and its conditions of application and the rate prior to the Accident.

If you are the victim of a disability not listed in the above "Scale of invalidity" table, we determine the corresponding rat e of invalidity by comparing its severity with that of the cases listed in the said table, without the victim's professional activity being taken into account in determining the seriousness of the disability.

If it is medically established that the Insured is left-handed, the disability rate for the right upper limb applies to the left upper limb and vice versa.

If the Accident results in several injuries, the rate of incapacity used to calculate the sum we will pay will be calculated by applying to the rate in the above scale the method used to determine the rate of incapacity in the event of an accident at work, without the overall rate exceeding 100%.

The application of the above scale assumes in all cases that the consequences of the Accident are not aggravated by the action of a previous illness or infirmity and that the victim has received appropriate medical treatment. If this were otherwise, the rate would be determined taking into account the consequences that the Accident would have had on a person in a normal physical state and having undergone rational treatment.

7. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your claim must be accompanied by the following information:

- a medical certificate,
- any statements from witnesses establishing the materiality or importance of the Accident.

For the duration of his treatment, the Insured must allow free access to the medical advisor, whom we will appoint, to your medical file so that he can assess the consequences of the Accident.

In the event of disagreement on the causes or consequences of the Accident, we will submit the dispute to 2 experts, one chosen by the Insured or his beneficiaries, the other by us, subject to our respective rights.

In the event of a discrepancy, a ^{third} expert will be appointed, either by mutual agreement or by the President of the Tribunal de Grande Instance of your place of residence.

CIVIL LIABILITY PRIVATE LIFE ABROAD

1. WHAT WE GUARANTEE

The pecuniary consequences that you may incur as a result of an amicable or legal claim made against you by the injured third party, due to any bodily injury or material damage caused to the latter by an accident, fire or explosion occurring during your trip, within the limit of the amounts indicated in the Table of Benefit Amounts.

The warranty is valid under the following conditions:

- when you have caused damage to a third party who is challenging your civil liability by means of aclaim,
- and when the harmful event occurred between the initial effective date of the cover and its cancellation or expiry date, regardless of the date of the other elements constituting the Claim.

2. WHAT WE EXCLUDE

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- damage that you, as a natural person or as the de jure or de facto manager of the company if you are a legal entity, have caused or intentionally provoked,
- damage resulting from the use of motor vehicles, or any air, sea or river navigation equipment, or from the practice of air sports, material damage to any motorised land vehicle or any air, river or sea navigation device, damage resulting from hunting,

- damage resulting from any professional activity,
- the consequences of any material or bodily loss affecting you, your spouse, your ascendants or descendants,
- immaterial damage, except where it is the consequence of material damage or bodily injury covered, in which case it is included in the ceiling provided in the Table of Guaranteed Amounts,
- any arrangements made at your initiative without our prior agreement,
- accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge, any aerial sport, as well as those resulting from participation or training in
- matches or competitions, damage caused to animals or objects belonging to you or which are rented, lent or entrusted to you, fines as well as any pecuniary condemnation pronounced as a penalty and not constituting direct compensation for bodily injury or material damage.

3. TRANSACTION - ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of responsibility, no transaction that you would have accepted without our agreement is opposable to us. However, the acceptance of the materiality of the facts is not considered as an admission of liability, nor is the mere fact of having provided a victim with urgent assistance, when this is an act of assistance that any person has the right to perform.

4. PROCEDURE

In the event of an action against you, we will defend you and conduct the proceedings for the facts and damages falling within the scope of the guarantees of this contract.

However, you may join our action if you can prove that you have an interest of your own which is not covered by this contract. The fact that we are acting as a conservatory in your defence cannot be interpreted as an acknowledgement of a guarantee and does not imply in any way that we accept to assume responsibility for damages that would not be guaranteed by this contract

We nevertheless retain the right, in this case, to take legal action against you for reimbursement of all sums paid or set aside by us on your behalf.

5. RECOURSE

With regard to the means of appeal:

- before the civil, commercial or administrative courts, we have the free exercise thereof within the framework of the guarantees of this contract.
- before the criminal courts, appeals can only be made with your agreement,
- if the dispute only concerns civil interests, the refusal to give your agreement to the exercise of the envisaged remedy entails the right for us to claim compensation from you equal to the prejudice that will have resulted for us.

You may not oppose our recourse against a liable third party if this is covered by another insurance contract.

6. INOPPOSABILITY OF LAPSES

Even if you fail to meet your obligations after a loss, we are obliged to indemnify the persons to whom you are liable. We nevertheless retain the right, in this case, to take legal action against you for reimbursement of all sums paid or set aside by us on your behalf.

7. COURT COSTS

We will bear the costs of legal proceedings, receipts and other settlement costs. However, if you are convicted for an amount greater than the amount of the guarantee, each of us shall bear these costs in proportion to our respective shares in the conviction.

1. NATURE OF THE GUARANTEE

The purpose of this cover is to compensate you for your accommodation, meals and basics necessities, within the limits **indicated in the Table of Cover Amounts, at** your expense in situations meeting the conditions described below.

2. CONDITIONS OF THE GUARANTEE

The "IMPOSSIBLE RETURN" guarantee covers your absolute impossibility to leave your place of stay on the date of return initially planned for a cause having the characteristics of force majeure and meeting the following cumulative conditions:

- independent of your will, unknown and unpredictable at the time of your departure,
- external to you, in particular, not related to your state of health, such as the Insured's illness or injury,
- independent of the failure of the organizations responsible for carrying out your return journey (tour operator, airline travel agency, etc.) and/or the service providers to which these organizations would have recourse, in the material organization of the journey or in compliance with their legal obligations towards you,
- independent of the strike of the above-mentioned bodies in charge of executing the Insured's trip.

The guarantee covers extensions of stay resulting directly or indirectly from a Natural Catastrophe or an act of terrorism, in derogation of the general exclusions of the present contract.

You will have to prove, when declaring the Claim, that the above conditions are met.

3. SCOPE OF THE GUARANTEE

We will reimburse the actual costs of accommodation (hotel, meals and basic necessities) within the following limits:

- of the amount indicated in the Table of Guarantee Amounts,
- as long as you are absolutely unable to leave your place of stay,
- up to a maximum of 5 consecutive nights.

The first night after the originally scheduled departure date is never compensated.

The amounts are reimbursed upon presentation by you of original receipts (invoices) for the expenses incurred, and the return transport ticket originally planned and the original travel invoice.

Moreover, by derogation from the chapter "Taking effect and duration of cover" of the contract, in the event that the Insured is obliged to remain at his/her place of stay beyond the date of return initially planned for a reason beyond his/her control, unknown and unforeseeable at the time of his/her departure, having the characteristics of force majeure and justified, the cover provided for in the contract during the stay (excluding interruption of stay) will be automatically extended.

This guarantee cannot be cumulated with the "EXTENSION OF STAY" service.

SANITARY PROTECTION

SANITARY PROTECTION is valid only if you have additionally subscribed the "Multirisk" package and have paid the corresponding premium.

The subscription should be made simultaneously with the registration of the trip and the subscription of a Multirisk » package

CANCELLATION OF THE TRIP

The guarantee is acquired for the reasons and circumstances listed below , excluding all other reasons and circumstances and within the limit indicated in the List of Guarantees:

- Serious illness (including epidemic or pandemic situations declared within 30 days before departure), Serious bodily injury or death, (including the consequences, after-effects, complications or the aggravation of a known illness or accident):
 - of yourself, of your partner or spouse (legal or de facto), of your ascendant or descendant, of your legal guardian or of any other person within your household;

- > of your brother, of your sister, of your children including those of your partner or spouse (legal or de facto), one of your direct ascendant, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-inlaw.
- of your professional work replacement
- > of the person responsible, during your trip, for looking after your legally-dependent children or for the care of a disabled person living in the same household as you, provided there is hospitalization for more than 48 hours or death.
- Refusal on boarding following a temperature check by the Beneficiary/Insured person on arrival at the airport of departure (Proof issued by the transport company that denied you boarding, or by the health authorities, must be provided; in the absence of this proof, no compensation will be possible).

It is up to you to establish the reality of the situation entitling you to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

WITHIN WHAT TIME LIMIT DO YOU HAVE TO DECLARE THE CLAIM ?

Two steps

1/ From the first symptoms of the illness, you must IMMEDIATELY notify your travel agency.

If you cancel the trip at a later date with your travel agency, we will refund only the cancellation charges incurred on the date of the event, confirmed by a competent medical authority and in accordance with the cancellation conditions of your travel agency's special terms and conditions of sale.

2/ However, you should file your claim with ASSUEREVER within five working days following the event covered.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by/

A medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness.

You must provide ASSUREVER with the documents and medical information required to process your claim, which includes the medical questionnaire to be completed by your doctor and the completed claim form provided by our service.

Your health documents and information must be obtained from your personal doctor before sending them to ASSUREVER.

You will also have to provide any information or documents requested to support the grounds of your cancellation:

- photocopies of all medical prescriptions together with pharmacy receipts, results of tests and/or examinations and all other documents justifying their request or execution,
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice to your travel agency and the cancellation invoice issued by your travel agency,
- ✓ the number of your insurance policy,
- the registration form issued by the travel agency,
 In the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible and any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; without this proof, no compensation will be possible),
- ✓ and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Therefore, if you object without legitimate reason, you will lose your warranty rights.

WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility to leave due to border closures, material organization, accommodation conditions or security at the destination.

In addition to the exclusions common to all guarantees are also excluded:

- an event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of the insurance contract,
- all circumstances affecting only your personal comfort,
- pregnancy, including its complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- forgetting to be vaccinated,

- default of any kind, including financial default, by the carrier making it impossible to perform its contractual obligations,
- the lack or excess of snow cover,
- any medical event whose diagnosis, symptoms or cause are of a psychic, psychological or psychiatric nature, and which has not resulted in hospitalization for more than 3 consecutive days after the subscription of the present Contract,
- pollution, the local health situation, natural disasters subject to the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- the consequences of criminal proceedings against you,
- any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip,
- any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract,
- the absence of randomness,
- an intentional and/or wrongful act reprehensible by law,
- the consequences of alcoholic states and the use of drugs, any narcotic substances mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- a negligent act on your part,
- any event for which the tour operator may be responsible in application of the Tourism Code in force,
- failure, for any reason whatsoever, to present documents essential for the trip, such as passport, identity card, visa, travel documents, vaccination record, except in the case of theft, within 48 hours prior to departure, of the passport or identity card.

ASSISTANCE GUARANTEES

No repatriation or early return will be paid for if it has not been the subject of a prior call to the assistance platform and an agreement from the latter.

ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY DURING THE JOURNEY

1. TRANSPORT/REPATRIATION

If you become ill or injured during your trip, our doctors will contact the local doctor who received you as a result of the Illness or Accident.

The information collected, from the local doctor and possibly from the usual attending physician, allows us, after decision of our doctors, to trigger and organize according to medical requirements only:

- or your return home,
- either your transport, if necessary under medical supervision, to an appropriate hospital service close to your Home, by light medical vehicle, by ambulance, by train (1st class seat, 1st class berth or sleeping car), by airliner or by medical plane.

In the same way, depending solely on medical requirements and on the decision of our doctors, we can initiate and organise in certain cases, an initial transport to a local care centre, before envisaging a return to a structure close to your home. Only your medical situation and compliance with the health regulations in force are taken into consideration when making the decision to transport, the choice of means used for this transport and the choice of possible place of hospitalisation.

Important

In this respect, it is expressly agreed that the final decision to be implemented rests ultimately with our doctors, in order to avoid any conflict of medical authorities.

Furthermore, should you refuse to follow the decision considered most appropriate by our doctors, you release us from all responsibility, particularly in the event of a return by your own means or in the event of a worsening of your state of health.

2. RETURN OF THE INSURED FAMILY MEMBERS OR TWO ACCOMPANYING PERSONS INSURED

When you are repatriated by us, depending on the opinion of our Medical Service, we organize the transport of your insured Family Members or 2 insured persons who were travelling with you in order to accompany you on your return journey, if possible.

This transport will be done:

- or with you,
- or individually.

We pay for the transport of these insured persons, by first class train or economy class aeroplane, as well as the cost of taxis, on departure, to get from their place of travel to the railway station or airport, and on arrival, from the railway station/airport to the Home.

This service cannot be combined with the "PRESENCE IN HOSPITAL" service.

3. PRESENCE IN HOSPITAL

When you are hospitalized at the place of your Illness or Accident and our doctors judge from the information provided by the local doctors that your return journey cannot take place before 5 days, we will organize and pay for the return journey from your country of residence, by first class train or economy class plane for a person of your choice to come to your bedside. We will also cover the person's hotel expenses (room and breakfast) **up to the amount indicated in the Table of Guarantee Amounts.**

This service cannot be combined with the "RETURN OF MEMBERS OF THE INSURED FAMILY OR TWO ACCOMPANYING PERSONS INSURED" service.

4. ACCOMPANYING YOUR CHILDREN UNDER 18 YEARS OF AGE

If you are ill or injured and are unable to look after your insured children under 18 years of age or disabled adults travelling with you, we will organize and pay for the return journey by first class train or economy class aeroplane from your country of residence of a person of your choice or one of our hostesses to take your children back to your country of residence or to the home of a Member of your family chosen by you by first class train or economy class aeroplane.

Your children's tickets remain at your expense.

5. EXTENSION OF STAY

Following an Illness or Accident occurring during your trip, you are obliged to extend your stay beyond the initial return date in the following cases:

In case of Hospitalisation:

If you are hospitalized and our doctors determine from information provided by local doctors that Hospitalisation is necessary beyond your initial return date, we will pay the accommodation costs (room and breakfast) for Insured Family Members or 2 insured persons **up to the amount shown in the Table of Benefit Amounts** to stay with you.

In case of Immobilisation:

If you are immobilized and our doctors determine from information provided by local doctors that such Immobilization is necessary beyond your initial return date, we will pay the accommodation costs (room and breakfast) of you, Insured Family Members or 2 insured persons travelling with you **up to the amount shown in the Table of Benefit Amounts.**

In both cases, our cover ceases from the day our doctors judge, on the basis of the information communicated by the local doctors, that you are able to resume the course of your interrupted journey or to return home.

6. EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A MEMBER OF YOUR FAMILY, YOUR PROFESSIONAL REPLACEMENT OR THE PERSON IN CHARGE OF THE CARE OF YOUR MINOR AND/OR ADULT CHILD WITH A DISABILITY WHO REMAINS AT HOME

During your trip, you will learn about serious and unexpected hospitalization that occurred during your trip and in your country of residence:

- a Member of your family,
- of your professional replacement,
- the person in charge of the care of your minor and/or adult disabled child who has remained at the Home.

So that you:

- you go to the bedside of the person hospitalized in your country of residence,
- resume your professional activity left vacant due to the failure of your professional replacement, your presence at your workplace being indispensable,
- join your children left without care at your Home.

We organise your return journey, and that of a person accompanying you and insured under this contract, and pay for the first class train ticket or economy class air fare to your country of Residence and, where applicable, taxi fares, on departure, to travel from the place of stay to the railway station or airport, and on arrival, from the railway station/airport to the Residence.

If you do not provide us with proof (hospitalisation certificate, proof of family relationship) within 30 days, we reserve the right to invoice you for the full cost of the service.

MEDICAL EXPENSES ABROAD

1. ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD ONLY)

In order to receive these reimbursements, you must be covered by a primary health insurance scheme (Social Security) or any other welfare organisation, take all the necessary steps to recover these costs from the organisations concerned on your return to your country of residence or on the spot, and send us the supporting documents mentioned below.

For the application of this service, it is reminded that the term "France" means metropolitan France, the Principality of Monaco and the DROMs. Insured persons domiciled in a DROM will therefore not be considered as travelling abroad when they travel to Metropolitan France or the Principality of Monaco and vice versa.

Before travelling abroad, we advise you to obtain forms adapted to the nature and duration of the trip, as well as to the country you are going to (for the European Economic Area and for Switzerland, you should have the European Health Insurance Card). These various forms are issued by the Sickness Insurance Fund to which you are affiliated so that, in the event of illness or accident, your medical expenses will be covered directly by that organisation.

NATURE OF MEDICAL EXPENSES GIVING RIGHT TO ADDITIONAL REIMBURSEMENT:

The additional reimbursement covers the costs defined below, provided that they relate to treatment received abroad, following an Illness or injury that occurred abroad:

- medical fees,
- the cost of medicines prescribed by a doctor or surgeon,
- ambulance or taxi costs ordered by a doctor for a local journey abroad,

- hospitalisation costs when you are deemed to be untransportable, by decision of our doctors, taken after gathering
 information from the local doctor. The additional reimbursement of these hospitalisation costs ceases from the day we
 are able to carry out your transport, even if you decide to remain in the country,
- dental emergency within the limit of the amount indicated in the Table of Benefit Amounts.

AMOUNT AND TERMS OF COVERAGE:

We will reimburse you for the amount of medical expenses incurred abroad and remaining at your expense after reimbursement by Social Security, mutual insurance and/or any other welfare organisation up to the **amounts indicated in the Table of Benefit Amounts**.

An Excess, the amount of which is indicated in the Table of Guarantee Amounts, is applied in all cases per Insured and for the duration of the contract.

You (or your beneficiaries) undertake to this end to take all necessary steps to recover these costs from the relevant organizations on return to your country of residence or on site, and to send us the following documents:

- original statements from social and/or provident institutions justifying reimbursements obtained,
- photocopies of treatment notes justifying expenses incurred.

Failing this, we will not be able to proceed with the refund.

In the event that Social Security and/or the organizations to which you pay contributions do not cover the medical expenses incurred, we will reimburse you **up to the maximum amounts indicated in the Table of Benefit Amounts**, for the duration of the contract, provided that you send us the original invoices for medical expenses and the certificate of non-coverage from Social Security, the mutual insurance company and any other welfare organization beforehand.

2. ADVANCE ON HOSPITALISATION COSTS (ABROAD ONLY)

For the application of this service, it is reminded that the term "France" means metropolitan France, the Principality of Monaco and the DROMs. Insured persons domiciled in a DROM will therefore not be considered as travelling abroad when they travel to Metropolitan France or the Principality of Monaco and vice versa.

If you are ill or injured while travelling abroad, as long as you are hospitalised, we can advance hospitalisation costs **up to the amounts shown in the Table of Benefit Amounts.**

This advance will be subject to the following cumulative conditions:

- for treatment prescribed in agreement with our doctors,
- as long as they consider you to be untransportable after collecting information from the local doctor.

No advance payment is made from the day we are able to carry out the transport, even if you decide to stay on site.

In any case, you undertake to reimburse this advance payment no later than 30 days after receipt of our invoice. In the event of non-payment on your part on that date, the Subscriber undertakes to reimburse us for this advance within a maximum period of 30 days from our request, and the Subscriber is responsible for recovering the amount, if he wishes, from you.

To be reimbursed yourself, you will then have to take the necessary steps to recover your medical expenses from the organizations concerned.

This obligation applies even if you have initiated the reimbursement procedures referred to above.

ASSISTANCE IN THE EVENT OF DEATH

1. TRANSPORT OF BODY AND COFFIN COSTS IN CASE OF DEATH OF AN INSURED PERSON

The Insured dies during his trip: we organize and pay for the transport of the deceased insured to the place of the funeral in his country of residence.

We will also bear all costs incurred for preparation and special arrangements exclusively for transport, to the **exclusion of all** other costs.

In addition, we contribute to the coffin or urn costs, which the family obtains from the funeral provider of their choice, **up to the amount indicated in the Table of Guarantee Amounts,** and upon presentation of the original invoice.

Other expenses (in particular ceremonies, local convoys, burial) are the responsibility of the family.

2. RETURN OF FAMILY MEMBERS OR TWO INSURED ACCOMPANYING PERSONS IN THE EVENT OF THE DEATH OF AN INSURED PERSON

Where applicable, we organize and pay for the return journey, by first class train or economy class aeroplane and, where applicable, the costs of taxis, on departure and arrival, of two insured persons or insured Family Members who were travelling with the deceased so that they can attend the funeral, insofar as the means initially planned for his/her return to the country of Domicile cannot be used.

3. EARLY RETURN IN THE EVENT OF THE DEATH OF A MEMBER OF YOUR FAMILY, YOUR PROFESSIONAL REPLACEMENT OR THE PERSON IN CHARGE OF THE CARE OF YOUR MINOR AND/OR ADULT CHILD WITH A DISABILITY WHO REMAINS AT HOME

During your trip, you learn of a death in your country of residence, which occurred during your trip:

- a Member of your family,
- of your professional replacement,
- the person in charge of the care of your minor and/or adult disabled child who has remained at the Home.

So that you:

- be able to attend the funeral of the deceased in your country of residence,
- resume your professional activity left vacant due to the failure of your professional replacement, your presence at your workplace being indispensable,
- join your children left without care at your Home.

We will organise your return journey, and that of a person accompanying you and insured under this contract, and pay for the first class train ticket(s) or economy class air fare(s) to your country of Residence and, where applicable, the cost of a taxi on departure, from the place of stay to the station or airport, and on arrival, from the station/airport to the Residence.

If you do not provide us with proof (death certificate, proof of relationship) within 30 days, we reserve the right to charge you for the full service.

C This benefit is granted if the date of the funeral is earlier than the date originally planned for your return.

TRAVEL ASSISTANCE BEFORE AND DURING A TRIP

BEFORE THE TRIP

1. TRAVEL INFORMATION (EVERY DAY FROM 8:00 AM TO 7:30 PM, FRENCH TIME, EXCEPT SUNDAYS AND HOLIDAYS)

At your request, we can provide you with information about:

- medical precautions to be taken before travelling (vaccinations, medicines, etc.),
- administrative formalities to be completed before or during a trip (visas, etc.),
- travel conditions (transport possibilities, flight schedules, etc.),
- local living conditions (temperature, climate, food, etc.).

DURING THE TRIP

2. ADVANCE OF THE CRIMINAL DEPOSIT AND PAYMENT OF THE LAWYER'S FEES (ABROAD ONLY)

If you are travelling abroad and you are subject to legal proceedings due to a traffic accident and this to the **exclusion of any other cause**: we will advance the criminal deposit up to **the amount indicated in the Table of Guarantee Amounts.**

You undertake to reimburse us for this advance no later than 30 days after receipt of our invoice or as soon as this deposit has been returned to you by the authorities, if the return takes place before the expiry of this period.

In addition, we will pay for the legal costs that you have incurred on site **up to the amount indicated in the Table of Guarantee Amounts, provided that the** acts in question are not subject to criminal sanctions under the law of the country.

This benefit does not cover the legal consequences incurred in your country of residence as a result of a road accident occurring abroad.

3. ASSISTANCE IN THE EVENT OF A CLAIM OCCURRING AT YOUR HOME DURING A TRIP

During your trip, you learn of the occurrence of a Claim at your Home.

Early return

You learn following this Claim at the Home, that your presence on site is essential to carry out administrative formalities: we organize and pay for your return journey, and that of a person accompanying you and insured under this contract, by first class train or economy class plane, from the place of your stay to your Home, as well as, if applicable, the cost of a taxi, on departure, to get from the place of stay to the railway station or airport, and on arrival, from the railway station/airport to the Home.

If you do not submit supporting documents (claim report to the insurer, expert's report, complaint report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the full benefit.

Home Assistance (in France only)

While you are travelling, your Home is flooded, burned or burglarized and the damage caused requires protective measures, we will put you in touch with a specialist (plumber, locksmith, glazier, security company) and we will pay the cost of the intervention **up to the amount indicated in the Table of Guaranteed Amounts.**

In addition, if your Home is uninhabitable when you return from your trip, we will organize and pay for your hotel stay for a maximum of 2 nights **up to the amount indicated in the Table of Guarantee Amounts.**

If you do not submit proof of the Claim to the Home Office (claim report to the insurer, expert's report, report of complaint, etc.) within a maximum of 30 days, we reserve the right to invoice you for the full amount of these benefits.

4. EARLY RETURN IN THE EVENT OF AN ATTACK

During your trip, you will learn that an Attack has occurred within a maximum radius of 100 km of the place where you are staying. If you wish to shorten your journey, we will organize and pay for your travel by first class train or economy class aeroplane from the place of your stay to your Home, as well as, if necessary, the cost of a taxi, on departure, from the place of your stay to the railway station or airport, and on arrival, from the railway station/airport to the Home.

5. SEARCH AND RESCUE COSTS

We cover the costs of search and rescue at sea and in the mountains (including off-piste skiing) up to the amount indicated in the Table of Guarantee Amounts.

Only fees charged by a duly authorized company for these activities can be reimbursed.

The service does not include the organization or execution of search and rescue operations.

6. SENDING MEDICINES ABROAD

You are travelling abroad and your medicines that are essential for the continuation of your treatment and whose interruption, according to the opinion of our doctors, puts your health at risk, are lost or stolen, we will look for equivalent medicines on the spot, and in this case we will organize a medical visit with a local doctor who will be able to prescribe them to you. You are responsible for the costs of medical treatment and medication.

If there are no equivalent medicines available locally, we will organize, from France only, the dispatch of the medicines prescribed by your doctor, provided that the latter sends our doctors a duplicate of the prescription he or she has given you and that these medicines are available in local pharmacies.

We take care of the shipping costs and charge you the customs fees and the cost of purchasing the medicines, which you undertake to reimburse us on receipt of the invoice.

These shipments are subject to the general terms and conditions of the transport companies we use. In all cases, they are subject to the regulations and conditions imposed by France and the national legislation of each country regarding the import and export of medicines.

We disclaim all liability for loss, theft of medicines and regulatory restrictions that may delay or make it impossible to transport medicines, as well as for the consequences arising therefrom. In all cases, **shipments of blood products and blood derivatives**, **products reserved for hospital use or products requiring special storage conditions, in particular refrigerated products and more generally products not available in pharmacies in France are excluded. In addition,** the discontinuation of the manufacture of medicines, withdrawal from the market or unavailability in France constitute cases of force majeure which may delay or make it impossible to perform the service.

7. ASSISTANCE IN THE EVENT OF THEFT, LOSS OR DESTRUCTION OF YOUR IDENTITY DOCUMENTS OR MEANS OF PAYMENT

During your trip, your identity documents are lost or stolen. Every day, from 8:00 am to 7:30 pm (French time) except Sundays and public holidays, by simply calling our Information Service, we will inform you about the steps to take (filing a complaint, renewing identity documents, etc.).

This information constitutes documentary information as referred to in Article 66-1 of the amended law of 31/12/71. Under no circumstances may it be used for legal advice. Depending on the case, we will direct you to the organizations or categories of professionals likely to be able to answer you. We can in no way be held responsible for the interpretation or use that you may make of the information communicated.

In the event of loss or theft of your means of payment, credit card(s), cheque book(s) and subject to a certificate of loss or theft issued by the local authorities, we will send you a cash advance up to the amount of indicated in the Table of Guarantee Amounts so that you can meet your basic expenses against the signature of an IOU.

AFTER THE TRIP

8. HOME RETURN ASSISTANCE AFTER REPATRIATION (IN FRANCE ONLY)

These guarantees are only acquired if the following cumulative conditions are met:

- you have been transported/repatriated as part of the service described in the chapter on "Transport and repatriation". **"TRANSPORT AND REPATRIATION,**
- and on your return, at the end of this transport/repatriation, you are either hospitalized for a period of more than 5 days, or immobilized at your Home for a period of more than 5 days.

The Hospitalisation or Immobilisation must necessarily follow the transport/repatriation.

You undertake, prior to the implementation of these guarantees, to send us, on request, all the supporting documents in support of your request:

- hospitalisation report in France,
- medical certificate of Immobilisation at Home.

If the aforementioned supporting documents are not provided, we shall be entitled to refuse the implementation of these guarantees.

9. HOUSEHOLD HELP

We organize the provision of a household helper to carry out the housework, at your Home, either as soon as you return from the hospital, from the date of your Hospitalisation, or during your Immobilisation at your Home. We cover the cost of household help up to a maximum of 3 hours, spread at your convenience during the month following the date of your Hospitalisation or your return home or during your Immobilisation at home.

If you do not present the necessary documents (hospitalisation certificate, medical certificate), we reserve the right to charge you for the entire service.

WHAT WE EXCLUDE

We cannot, under any circumstances, substitute ourselves for local emergency relief organizations. In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- the consequences of exposure to intentionally or accidentally disseminated infectious biological agents, chemical agents such as combat gases, incapacitating agents, nerve agents or persistent neurotoxic effects,
- the consequences of intentional acts on your part or the consequences of fraudulent acts, suicide attempts or suicides,
- pre-existing health conditions and/or illnesses and/or injuries diagnosed and/or treated that have been the subject of continuous hospitalisation, day hospitalisation or outpatient hospitalisation in the 6 months prior to any application, whether the manifestation or aggravation of the said condition, costs incurred without our agreement or not expressly provided for in these General Contract Provisions, costs not supported by original documents,

- claims occurring in countries excluded from cover or outside the validity dates of the contract, and in particular beyond the duration of the planned trip abroad,
- the consequences of incidents occurring during motorized events, races or competitions (or their trials), subject by the regulations in force to prior authorization from the public authorities, when you take part in them as a competitor, or during circuit trials subject to prior approval by the public authorities, even if you use your own vehicle,
- journeys undertaken for the purpose of diagnosis and/or medical treatment or cosmetic surgery, their consequences and the resulting costs, organizing and paying for the transport referred to in the "TRANSPORT/RETURN" chapter for minor ailments which can be treated locally and which do not prevent you from continuing your journey,
- requests for assistance relating to medically assisted procreation or the voluntary interruption of pregnancy, their consequences and the costs arising therefrom,
- applications relating to procreation or gestation for the account of others, its consequences and the costs arising therefrom,
- medical devices and prostheses (dental, hearing, medical),
- thermal cures, their consequences and costs,
- medical expenses incurred in your country of residence, the planned hospitalizations, their consequences and the resulting costs,
- optical costs (e.g. glasses and contact lenses),

- vaccines and vaccination fees.

- medical check-ups, their consequences and the related costs, aesthetic interventions, as well as their possible consequences and the costs arising from them, stays in a rest home, their consequences and the resulting costs, rehabilitation, physiotherapy, chiropractic, their consequences and the costs involved, medical or paramedical services and the purchase of products whose therapeutic nature is not recognized by French legislation, and the related costs,
- health check-ups for preventive screening, regular treatment or tests, their consequences and the resulting costs.
- search and rescue costs in the desert,
- organizing the search and rescue of people, particularly in the mountains, at sea or in the desert,
- the cost of excess baggage weight when travelling by air and the cost of transporting baggage when it cannot be transported with you,
- travel cancellation fees, restaurant costs,
- customs duties.

SANITARY PROTECTION

SANITARY PROTECTION is valid only if you have additionally subscribed the "Multirisk" package and have paid the corresponding premium.

The subscription should be made simultaneously with the registration of the trip and the subscription of a Multirisk » package.

ASSISTANCE REPATRIATION

PRE-DEPARTURE TELECONSULTING

For any request of useful information required for the organization and smooth running of your trip, you can contact us before your departure 24 hours a day; 7 days a week. The information concerns the following areas.

Sanitary information: Health, Hygiene, Vaccination, Precautions, Main Hospital Centers, Advice to women, Time difference, Pets on a trip.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic context.

The information is communicated by telephone and is not subject to written confirmation or the sending of documents. Information and information services are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.

However, whatever the time of your call, we can take note of your requests as well as your contact details so that we can contact you back with the requested information.

REPATRIATION OR SANITARY TRANSPORT

You are injured or suffer from an illness, including an epidemic or pandemic, while travelling on a covered trip. We organize and pay for your repatriation to your home or to a hospital near you.

Only medical requirements will be taken into account in determining the date of repatriation, the choice of transport or the place of hospitalization.

The decision to repatriate is taken by our medical advisor, after consulting the occasional attending physician and possibly the family physician.

During your repatriation, and on the prescription of our medical advisor, we organize and pay for the transport of an accompanying person to accompany you.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance guarantee.

IMPOSSIBLE RETURN

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organize and pay for the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount shown in the Table of Benefits. We organize and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

HOTEL EXPENSES FOLLOWING QUARANTINE

If you are obliged to extend your stay following your quarantine, we will organize and pay the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

MEDICAL EXPENSES (ABROAD)

Where medical expenses in the event of illness related to an epidemic or pandemic have been incurred with our prior agreement, we will reimburse you for that part of these expenses that are not covered by any insurance organizations to which you are affiliated.

We will only intervene once the reimbursements have been made by the above-mentioned insurance organizations, after deduction of an excess, the amount of which is indicated in the Table of Benefits, and subject to communication of the original proofs of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to treatment received by you outside your country of residence following an illness or accident that occurred outside your country of residence. In this case, we will reimburse the amount of the expenses incurred up to the maximum amount stated in the Table of Benefits.

In the event that the insurance organization to which you pay your contribution does not cover the medical expenses incurred, we will reimburse the costs incurred up to the amount indicated in the Table of Benefits, subject to the provision by you of the original invoices for medical expenses and the certificate of non-reimbursement from the insurance organization.

This service stops from the day we carry out your repatriation.

Type of medical expenses giving right to additional reimbursement:

- > medical fees,
- > charges for medication prescribed by a doctor or surgeon,
- ambulance or taxi charges ordered by a doctor for transport to the nearest hospital, and this only if the insurance bodies refuse to pay,
- hospitalisation fees where you are deemed unfit to travel by our doctors after obtaining information from the local doctor. Additional reimbursement of hospital fees will cease from the date on which we are able to organise your transportation,
- > a dental emergency with the limit specified in the Table of Cover.

EXPANSION OF SERVICES: ADVANCE PAYMENT FOR HOSPITALISATION (ABROAD)

Where you are hospitalised we will advance the hospital fees within the limit specified in the Table of Cover. This advance will be made subject to all of the following conditions:

- where you are deemed unfit to travel by MUTUAIDE ASSISTANCE doctors after obtaining information from the local doctor.
- for treatment prescribed with the agreement of MUTUAIDE ASSISTANCE doctors,
- you or any person authorized by you must make a formal commitment by signing a specific document provided by MUTUAIDE ASSSISTANCE during the implementation of this benefit:
 - to take steps to cover the costs with the insurance organizations within 15 days from the date of dispatch by MUTUAIDE ASSISTANCE of the elements necessary for these steps,
 - > to reimburse this advance to MUTUAIDE ASSISTANCE no later than a week after receipt of our invoice.

We will only be responsible for the costs not covered by the insurance companies, up to the amount of the "medical expenses" benefit. You must provide us with the certificate of non-reimbursement from these insurance organizations within one week of receiving it.

In order to preserve our future rights, we reserve the right to ask you or your beneficiaries for a letter committing you to take the necessary steps with the social organizations and to reimburse us the sums collected.

If you have not taken the necessary steps to obtain cover from the insurance organizations within the time limit, or if you fail to present the Insurer within the time limit with the certificate of non-coverage issued by these insurance organizations, you will not be able to take advantage of the "medical expenses" benefit under any circumstances and will have to reimburse all the hospitalization costs advanced by the Insurer, who will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by you.

TAKING CHARGE OF A LOCAL TELEPHONE PACKAGE

If you are quarantined during a guaranteed trip outside your country of residence, we cover the cost of a local telephone package, within the limit indicated in the Table of Guarantees.

ON-SITE PSYCHOLOGICAL SUPPORT

In the event of significant trauma following an event linked to an epidemic or a pandemic, we can put you, at your request, in telephone contact with a psychologist, within the limit indicated in the Table of Benefits. The contents of this exchange are entirely confidential and do not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

SUBSTITUTE SUITECASE

If you no longer have enough usable personal effects at your disposal due to your quarantine or hospitalization following an epidemic or a pandemic, we will provide the necessary fund for basic necessities up to the amount indicated in the Table of Benefits, upon presentation of proof.

DOMESTIC ASSISTANCE

Following your repatriation by our care after an illness linked to an epidemic or pandemic, you cannot assume your usual household chores , we will provide a household helper, within the limit indicated in the Table of Benefits.

DELIVERY OF HOUSEHOLD GOODS

Following your repatriation by us after an illness linked to an epidemic or pandemic and you are unable to leave your home, we organize and fund a home delivery service for your household goods, within the limits of local shopping facilities and within the limit set out in the Table of Guarantees.

PSYCHOLOGICAL SUPPORT WHEN YOU RETURN HOME

In the case of a significant trauma following an event related to an epidemic or pandemic, we can organize a telephone consultation with a psychologist upon your return home, upon your request and within the limit indicated in the Table of Benefits. This consultation is entirely confidential and does not replace

the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

WHAT WE EXCLUDE

The following circumstances are excluded :

- travel undertaken for the purpose of medical tests and/or treatment,
- medical expenses incurred in your country of residence,
- the consequences of drunkenness, suicide or attempted suicide ,
- voluntary self-injuries of the beneficiary/insured,
- minor conditions that can be treated on the spot and which do not prevent you from continuing your travel or your stay
- states of pregnancy, unless an unforeseen complication, and in all cases , states of pregnancy beyond the 36th week, voluntary termination of pregnancy, the aftermath of childbirth
- convalescences and illnesses in the course of treatment, not yet consolidated and with a risk of sudden
 aggravation
- pre-existing illnesses and/or injuries diagnosed and/or treated and for which you have been hospitalised for a continuous period during the 6 months preceding the start of your trip
- events related to medical treatment or surgery that are not of an unforeseen, fortuitous or accidental nature,
- medical devices and prostheses (dentures, hearing aids etc.),
- thermal treatments and the resultant costs,
- stays in rest houses and the resultant costs,
- rehabilitation, physiotherapy or chiropractic and the resultant expenses,
- intentional hospitalisation.

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Les garanties d'assurance et d'assistance stipulées dans le présent document sont souscrites auprès de Mutuaide Assistance, sous le numéro 5136.

ASSUREVER insures your travels

ASSUREVER, the French brokerage leader in the travel industry, has always favored the customer's place and innovation at the heart of its development with a single ambition: to ensure your trips with complete peace of mind.

ASSUREVER designs, manages and distributes specialized solutions for travel insurance, professional liability, fleet of coaches and cars, health and welfare, damage to premises, as well as assistance and insurance services for individuals, professionals and businesses.

With 55 employees, ASSUREVER accompanies you every day.

ASSUREVER

EXPERIENCE:

ASSUREVER has been a national insurance broker for more than 30 years, specialists in the creation, marketing and management of insurance and assistance policies in the tourist sector. This status of broker enables us to work with the best insurance companies.

PERFORMANCE

In 2019 ASSUREVER insured more than 1.5 million people worldwide and managed more than 20,000 claims.

OUR COMMITMENT:

- To guide you in your choice of cover
- To protect you according to your needs
- To help you before and during your trip

YOUR TRAVEL AGENCY



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