



## GENERAL ASSISTANCE AND INSURANCE PROVISIONS

### List of coverage according to the insurance policy taken out:

- “Special themed trip cancellation” •

Price guarantee

- Missed departure
- Transport delays (plane, train and boat) •

Unable to depart

- Luggage
- Repatriation assistance

- Trip interruption costs •

Activity interruption costs •

Unable to return

- Personal civil liability abroad • Individual accident insurance

Policy number	Name of the insurance policy
4976	Multi-risk Tranquillity Package
4976	Multi-risk Tranquillity Package with epidemic/pandemic extension
4977	Premium Multi-risk package
4977	Premium multi-risk with epidemic/pandemic extension



General provisions valid for all subscriptions from 1<sup>st</sup> May 2023

## PLEASE CONTACT

### FOR ALL ASSISTANCE CLAIMS DURING YOUR STAY

(In the case of repatriation, medical expenses abroad, etc.)



Assistance centre -  
24/7

From France - Tel: 01 55 98 57 72  
From abroad - Tel: +33 1 55 98 57 72 Email:  
voyage@mutuaide.fr

You must contact Mutuaide Assistance and obtain their prior agreement before incurring any medical expenses

**PLEASE NOTE: NO COSTS CAN BE ASSUMED WITHOUT A PRIOR CALL**

### FOR ALL INSURANCE CLAIMS (In the event of cancellation, luggage etc.)

#### PLEASE SUBMIT YOUR CLAIM VIA THE WEBSITE

[sinistre.assurinco.com](http://sinistre.assurinco.com)

Monday to Friday, 9:00 to 17:00 From  
France - Tel: 05 34 45 31 51  
From abroad - Tel: +33 5 34 45 31 51 No claims  
will be accepted by telephone

**ASSURINCO ASSURANCE VOYAGES**  
122 Bis Quai de Tounis  
BP 90932  
31009 Toulouse Cedex

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## START DATE AND DURATION OF COVER

Cover	Start date	Expiry of cover
<b>TRIP CANCELLATION</b>	The day of subscription	The day of departure (meeting point for outward journey)
<b>OTHER INSURANCE AND ASSISTANCE COVER</b>	The departure date under this policy. (meeting point for outward journey)	The return date from the trip (where the group disperses) <b>PLEASE NOTE, in all cases, our cover will automatically cease 90 days after the departure date.</b>

## GENERAL PROVISIONS

### A FEW TIPS

#### BEFORE GOING ABROAD

Remember to bring the appropriate forms for the duration and nature of your trip, and for the country you are visiting (for the European Economic Area and Switzerland, bring the European Health Insurance Card). These forms are issued by the Caisse Primaire d'Assurance Maladie (French primary health insurance fund) to which you are affiliated, so that in the event of illness or accident, your medical expenses will be covered directly by this organization.

If you are traveling to a country outside the European Union and the European Economic Area (EEA), you should check before you leave whether that country has a social security agreement with France. To do so, you need to consult your Caisse Primaire d'Assurance Maladie to find out whether you fall within the scope of the aforementioned agreement, and whether you have any formalities to complete (obtaining a form, etc.).

To obtain these documents, you must contact the relevant institution before your departure. In France, you must contact the Caisse Primaire d'Assurance Maladie.

If you are undergoing treatment, don't forget to take your medication and prescriptions with you, and carry them in your hand luggage to avoid interruption of treatment in the event that luggage is lost or delayed. Some countries (USA, Israel, etc.) do not allow shipments of this type of product.

## AT THE DESTINATION

- If you are planning to take part in a high-risk physical or motor activity, or to travel to an isolated area as part of your trip, we advise you to check beforehand that the relevant authorities in the country concerned have set up an emergency response system to deal with any requests for help.
- If your keys are lost or stolen, it's important to know the numbers. Please make a note of this information.
- Similarly, in the event of the loss or theft of your identity papers or means of payment, it's easier to place these documents if you've taken the trouble to make photocopies and note down the numbers of your passport, identity card and bank card, which you should keep separately.
- If you are seriously ill or injured, please contact us as soon as possible, after calling the emergency services (ambulance, fire department, etc.) for which we cannot be considered a substitute.

### PLEASE NOTE

Certain medical conditions may limit the applicability conditions of the policy. We advise you to read these instructions carefully General Provisions

## TABLE OF PACKAGES

Cover	Multi-risk Tranquillity Package	Multi-risk Tranquillity Package with epidemic/pandemic extension	Premium Multi-risk package	Premium Multi-risk Package with epidemic/pandemic extension
	No.4976	No.4976	No.4977	No.4977
Cancellation	✓	✓	✓	✓
Price guarantee	✓	✓	✓	✓
Missed departure	✓	✓	✓	✓
Transportation delays (plane, train, boat)	✓	✓	✓	✓
Departure made impossible	✓	✓	✓	✓
Luggage	✓	✓	✓	✓
Interruption of stay	✓	✓	✓	✓
Interruption of activities	✓	✓	✓	✓
Personal civil liability	✓	✓	✓	✓
Individual accident	✓	✓	✓	✓
Unable to return	✓	✓	✓	✓
Repatriation assistance	✓	✓	✓	✓
Epidemic/pandemic extension		✓		✓

## TABLE OF BENEFITS

### MULTI-RISK TRANQUILLITY INSURANCE POLICY & MULTI-RISQUE TRANQUILLITY WITH EPIDEMIC/PANDEMIC EXTENSION No.4976

*The Insured Party can only benefit from Covid cover if he/she has taken out the policy with the epidemic or pandemic extension and if the reason is covered.*

Cover	Amount	Excess
<b>CANCELLATION</b>		
Serious illness, serious accident or death	€8,000 per person €40,000 per event	No Excess
Medical inability to practice sport		No Excess
Pregnancy complications		No Excess
Vaccination contraindication		No Excess
Granting of a job/internship by Pôle Emploi (French employment service)		No Excess

Professional transfer	€8,000 per person €40,000 per event	No Excess
Redundancy		No Excess
Theft / destruction of business or private premises		No Excess
Serious damage to vehicle less than 48 hours before travelling		No Excess
Summons to appear before a court		No Excess
Invitation to an exam re-take		No Excess
Visa refusal		No Excess
Separation of the couple		No Excess
Loss or theft of papers less than 48 hours before travelling		€8000 per person €40,000 per event
Modification of leave by the employer	25% of the cancellation fee	
Terror attacks, riots, acts of piracy	25% of the cancellation fee	
Natural disasters	25% of the cancellation fee	
Random events	25% of the cancellation fee	
Withdrawal of an insured party for a covered reason	€8,000 per person €40,000 per event	Excess applies depending on reason for cancellation
Modification and/or postponement fees		Excess applies depending on reason for cancellation
<b>CANCELLATION IN THE EVENT OF AN EPIDEMIC OR PANDEMIC</b> <i>Only if the Insured Party has taken out the policy with the epidemic or pandemic extension</i>		
Cancellation for serious illness due to an epidemic or pandemic	€8,000 per person €40,000 per event	€100 per person
Cancellation due to denied boarding at the airport, train station, bus station or port of departure because of a temperature reading		€100 per person
Cancellation in the absence of vaccination against COVID 19.		€100 per person
<b>PRICE GUARANTEE</b>		
Fuel surcharge	Medium-haul: €150 per person and €750 per case Long-haul: €300 per person and €900 per case	Intervention threshold: Medium-haul: €25 per person Long haul €50 per person
Increased airport taxes		
Changes in foreign exchange rates		
<b>MISSED DEPARTURE</b>		
For a covered reason or during paid transport (pre-routing) => reimbursement of a ticket to the destination	50% of package 80% of return fare for flight-only	No Excess
<b>TRANSPORT DELAYS (PLANE, TRAIN, BOAT)</b>		
Compensation for departure delays of more than 4 hours	Reimbursement for days missed, calculated on a prorata temporis basis relative to the price for the time spent on the ground with a maximum of €150 per person per day missed, max €300 per person	4 hours
Pre-routing costs due to a delay	€200 per person €2,000 per event	4 hours
If the case of delay at the arrival point from the return journey	€100 per person	No Excess

In the event of late arrival on the return journey resulting in an unplanned absence from the Insured Party's place of work	Flat-rate reimbursement of €150 per person per day of absence up to a maximum of €300 per person, clause cannot be combined with the above conditions for compensation on arrival	4 hours
<b>DEPARTURE MADE IMPOSSIBLE</b>		
Transportation costs (airport/home)	€50 per person and a maximum of €150 per case	No Excess
Trip postponement costs	10% of initial trip price maximum of €230 per person and €1,000 per case	No Excess
<b>LUGGAGE</b>		
Of which sports and leisure equipment	€3,000	€50 per claim or 10% of the loss amount with a minimum of €50 for sports and professional equipment
Of which professional equipment		No Excess
Cost of reissuing identity documents	€155	No Excess
Delayed delivery (essential goods)	€300 per person and €3,000 per event	Intervention threshold: delay of more than 24 hours
Forwarding charges following late delivery	€200 per person and €2,000 per event	No Excess
<b>INTERRUPTION OF STAY OR ACTIVITIES</b>		
Trip interruption costs	Prorata temporis: €8,000 per person €40,000 per event	No Excess
Activity interruption costs	Prorata temporis: max €100 per day per person	No Excess
<b>UNABLE TO RETURN</b>		
Extended stay fees	10% of the insured trip price for each additional night (min €50 per night and max 5 nights)	1 night
<b>PERSONAL LIABILITY ABROAD</b>		
Bodily injury, property damage and consequential loss	€4,500,000 per claim	€150 for property damage and consequential loss Not applicable for bodily injury
Of which "Permanent disability" property damage and consequential damages	€750,000 per claim	
Defending your interests: criminal defence and redress following an accident		
Amicable resolution or court action in the event of a dispute:	Up to €41,006	
Of which budget for amicable resolution	€1,047	€296 for amicable resolution action
Of which budget for court action	Per action: - Court-ordered expert appraisal: €3,162 - Solicitors, bailiffs, costs and fees: within the limits of the texts governing the profession - Lawyer's fees: based on receipts - Legal fees: within the limits of the schedule attached to the general provisions	€1195 in the event of court action
Arbitrator's budget: in the event of disagreement between the insured party and the insurer	€277	
<b>INDIVIDUAL ACCIDENT INSURANCE</b>		
Permanent disability *	€10,000 per insured party	Intervention threshold: 10%
Death	€10,000 per insured party	Not applicable

Maximum per event	€1,500,000 per event	
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**REPATRIATION ASSISTANCE**

**ASSISTANCE IN THE EVENT OF ILLNESS OR INJURY**

Transport/repatriation (including in the event of an epidemic or pandemic)	Actual costs	No Excess
Return of family members or an insured accompanying person	Return ticket	No Excess
Presence in the event of hospitalization	Return ticket and hotel expenses: €100 per night (max 10 nights)	No Excess
Continuation of your stay as part of a tour	€500	No Excess
Extended stay (insured party and one accompanying person)	Hotel expenses: €100 per night (max 10 nights)	No Excess
Accompanying children under the age of 18	Return ticket or hostess	No Excess
Early return in the event of hospitalization of a family member, childminder of a minor and/or disabled adult child remaining at home, of a professional replacement	Return ticket	No Excess
Advance payment of hospitalization costs and reimbursement of medical expenses abroad (including in the event of illness linked to an epidemic or pandemic), including hyperbaric chamber costs in a private or public facility	Europe and Mediterranean countries: - €80,000 per person - Rest of the world: €150,000 per person	€50 per person
Dental emergencies	€250	€50 per person

**SPECIFIC ASSISTANCE IN THE EVENT OF AN EPIDEMIC OR PANDEMIC**

*Only if the Insured Party has taken out the policy with the epidemic or pandemic extension*

**ASSISTANCE COVERAGE**

Pre-departure teleconsultation	1 call	No Excess
Hotel costs following quarantine	Hotel expenses: €150 per night (max 14 nights)	No Excess
Psychological support following quarantine	6 telephone interviews per event	No Excess
Unable to return	Max €1,000 per person and Max €50,000 per group + hotel expenses: €150 per night (max 14 nights)	No Excess
Payment of a telephone package	Up to €80	No Excess
Emergency pack	Max €100 per person and Max €350 per family	No Excess

**ADDITIONAL PERSONAL ASSISTANCE**

Home help	15 hours spread over 4 weeks	No Excess
Home shopping delivery	15 days maximum and 1 delivery per week	No Excess
Psychological support following repatriation	6 telephone interviews per event	No Excess

**ASSISTANCE IN THE EVENT OF DEATH**

Body transport	Actual costs	No Excess
Cost of coffin or urn	€2,300	No Excess
Return of an insured accompanying person	Return ticket	No Excess
Early return in the event of the death of a family member, the guardian of a minor and/or disabled adult child remaining at home, or of a professional replacement	Return ticket	No Excess

Recognition of the body and death formalities	Return ticket and hotel expenses: €100 per night (max 2 nights)	No Excess
<b>TRAVEL ASSISTANCE</b>		
Travel information (before and during your stay)		No Excess
Advance payment of bail abroad	€15,000	No Excess
Coverage of legal fees abroad	€13,000	No Excess
Early return in case of: - incident occurring at home - terror attack - natural disaster	Return ticket	No Excess
Search and rescue costs at sea and in the mountains	€15,245	No Excess
Forwarding of urgent messages (from abroad only)		No Excess
Sending medicines	Shipping costs	No Excess
Assistance with the theft, loss or destruction of documents: - Information on steps to be followed - Assistance in the event of theft or loss of your tickets	Organization	No Excess
Cash advance	€1,500	No Excess

\*If several insured persons are victims of the same accident, death and permanent disability cover is limited to the sum of €1,500,000, regardless of the number of victims, with it being hereby specified that the limit per person and per cover may not exceed that set out in the Table of Benefits.  
Each of these amounts may be reduced by the ratio between the sum of €1,500,000 and the total amount of compensation due to the victims without this limit.

**PREMIUM MULTI-RISK INSURANCE POLICY & PREMIUM MULTI-RISK WITH EPIDEMIC/PANDEMIC EXTENSION No.4977**

*The Insured Party can only benefit from Covid cover if he/she has taken out the policy with the epidemic or pandemic extension and if the reason is covered.*

Cover	Amount	Excess
<b>CANCELLATION</b>		
Illness, serious accident or death	€20,000 per person €100,000 per event	No Excess
Medical inability to practice sport		No Excess
Pregnancy complications		No Excess
Vaccination contraindication		No Excess
Granting of a job/internship by Pôle Emploi (French employment service)		No Excess
Professional transfer		No Excess
Redundancy		No Excess
Theft / destruction of business or private premises		No Excess
Serious damage to vehicle less than 48 hours before travelling		No Excess
Summons to appear before a court		No Excess
Invitation to an exam re-take		No Excess
Visa refusal		No Excess
Separation of the couple		No Excess
Loss or theft of papers less than 48 hours before travelling		25% of the cancellation fee
Modification of leave by the employer		25% of the cancellation fee

Terror attacks, riots, acts of piracy	€20,000 per person €100,000 per event	25% of the cancellation fee
Natural disasters		25% of the cancellation fee
Random events		25% of the cancellation fee
Withdrawal of an insured party for a covered reason	€20,000 per person €100,000 per event	Excess applies depending on reason for cancellation
Modification and/or postponement fees		Excess applies depending on reason for cancellation
<b>CANCELLATION IN THE EVENT OF AN EPIDEMIC OR PANDEMIC</b> <i>Only if the Insured Party has taken out the policy with the epidemic or pandemic extension</i>		
Cancellation for serious illness due to an epidemic or pandemic	€20,000 per person €100,000 per event	€100 per person
Cancellation due to denied boarding at the airport, train station, bus station or port of departure because of a temperature reading		€100 per person
Cancellation in the absence of vaccination against COVID 19.		€100 per person
<b>PRICE GUARANTEE</b>		
Fuel surcharge	Medium-haul: €150 per person and €750 per case Long-haul: €300 per person and €900 per case	Intervention threshold: Medium-haul: €25 per person Long haul €50 per person
Increased airport taxes		
Changes in foreign exchange rates		
<b>MISSED DEPARTURE</b>		
For a guaranteed reason or during paid transport (pre-routing): reimbursement of a ticket to the destination	50% of package 80% of return fare for flight-only	No Excess
<b>TRANSPORTATION DELAYS (PLANE, TRAIN, BOAT)</b>		
Compensation for departure delays of more than 4 hours	Reimbursement for days missed, calculated on a prorata temporis basis relative to the price for the time spent on the ground with a maximum of €150 per person per day missed, max €300 per person	4 hours
Pre-routing costs due to a delay	€200 per person €2,000 per event	4 hours
If the case of delay at the arrival point from the return journey	€100 per person	4 hours
In the event of late arrival on the return journey resulting in an unplanned absence from the Insured Party's place of work	Flat-rate reimbursement of €150 per person per day of absence, max €300 per person, clause cannot be combined with the above conditions for compensation on arrival	4 hours
<b>DEPARTURE MADE IMPOSSIBLE</b>		
Transportation costs (airport/home)	€50 per person and a maximum of €150 per case	No Excess
Trip postponement costs	10% of initial trip price maximum of €230 per person and €1,000 per case	No Excess
<b>LUGGAGE</b>		
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Trip interruption costs	Prorata temporis: €20,000 per person €100,000 per person	No Excess
Activity interruption costs	Prorata temporis: max €100 per day per person	No Excess
<b>UNABLE TO RETURN</b>		
Extended stay fees	10% of the insured trip price per additional night (min €50 per night and max 5 nights)	1 night
<b>PERSONAL LIABILITY ABROAD</b>		
Bodily injury, property damage and consequential loss	€4,500,000 per claim	€150 for property damage and consequential loss Not applicable for bodily injury
Of which "Permanent disability" property damage and consequential damages	€750,000 per claim	
Defending your interests: criminal defence and redress following an accident		
Amicable resolution or court action in the event of a dispute:	Up to €41,006	
Of which budget for amicable resolution	€1,047	€296 for amicable resolution action
Of which budget for court action	Per action: - Court-ordered expert appraisal: €3,162 - Solicitors, bailiffs, costs and fees: within the limits of the texts governing the profession - Lawyer's fees: based on receipts - Legal fees: within the limits of the schedule attached to the general provisions	€1195 in the event of court action
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<b>INDIVIDUAL ACCIDENT INSURANCE</b>		
Permanent disability *	€10,000 per insured party	Intervention threshold: 10%
Death	€10,000 per insured party	Not applicable
Maximum per event	€1,500,000 per event	
<b>REPATRIATION ASSISTANCE</b>		
<b>ASSISTANCE IN THE EVENT OF ILLNESS OR INJURY</b>		
Transport/repatriation (including in the event of an epidemic or pandemic)	Actual costs	No Excess
Return of family members or an insured accompanying person	Return ticket	No Excess
Presence in the event of hospitalization	Return ticket and hotel expenses: €100 per night (max 10 nights)	No Excess
Continuation of your stay as part of a tour	€500	No Excess
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Accompanying children under the age of 18	Return ticket or hostess	No Excess
Early return in the event of hospitalization of a family member, childminder of a minor and/or disabled adult child remaining at home, of a professional replacement	Return ticket	No Excess
Advance payment of hospitalization costs and reimbursement of medical expenses abroad (including in the event of illness linked to an epidemic or pandemic), including hyperbaric chamber costs in a private or public facility	- Europe and Mediterranean countries: €80,000 per person: - Rest of the world: €150,000 per person	€50 per person

Dental emergencies	€250	€50 per person
<b>SPECIFIC ASSISTANCE IN THE EVENT OF AN EPIDEMIC OR PANDEMIC</b> <i>Only if the Insured Party has taken out the policy with the epidemic or pandemic extension</i>		
<b>ASSISTANCE COVERAGE</b>		
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## GENERAL INFORMATION

### 1. PURPOSE OF THE CONTRACT

The purpose of these General Provisions of the insurance and assistance policy between MUTUAIDE ASSISTANCE, a company governed by the French Insurance Code, and the Policyholder, is to specify the mutual obligations of MUTUAIDE ASSISTANCE and the Insured Parties defined below. This policy is governed by the French Insurance Code.

### 2. DEFINITIONS

**INSURED PARTY** The Insured Parties are natural persons travelling via the Subscriber and having taken out this policy, hereinafter referred to as "You".

**INSURER** : The insurance cover (excluding civil liability) and assistance services defined in this policy are guaranteed and implemented by MUTUAIDE ASSISTANCE, 126 Rue de la Piazza, 93160 Noisy-le-Grand - S.A. with a fully paid-up registered capital of €12,558,240 - A company governed by the French Insurance Code, trade & company register (RCS) 383 974 086 Bobigny - VAT FR 31 3 974 086.

For third-party civil liability and individual accident cover abroad, the insurer is GROUPAMA D'OC - 14 rue de Vidailhan - CS 93131 - 31131 BALMA Cedex, Caisse Régionale d'Assurances Mutuelles Agricoles d'Oc - 391 851 557 RCS Toulouse. A company governed by the Insurance Code and subject to the Autorité de contrôle Prudentiel et de Résolution - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex.

**ACCIDENT**: any sudden, unforeseen event and/or external event to the victim or the damaged object, constituting the cause of the loss. **ACCIDENT (PERSONAL)**: A sudden and fortuitous event affecting the Insured Party, unintentional on the part of the latter, resulting from the sudden action of an external cause.

**SERIOUS ACCIDENT**: Any temporary or permanent damage to your physical integrity, as determined by a doctor, requiring you to cease all professional or other activity requiring medical care and supervision.

**CANCELLATION**: The outright cancellation of the trip you have booked, due to reasons and circumstances leading to the application of the cover and which are listed in the "TRIP CANCELLATION" section.

**TERROR ATTACK**: A Terror Attack refers to any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media. This Terror Attack must be officially confirmed as such by the French Ministry of Foreign and European Affairs.

**BENEFICIARY**: A person who receives the benefits paid out, not in a personal capacity, but because of his or her relationship with the Insured Party.

**LUGGAGE**: Travel bags, suitcases, trunks and their contents, excluding any clothing you may be wearing. **NATURAL DISASTERS**: A natural disaster is defined as a phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent, and recognized as such by the public authorities..

**COM**: St Pierre et Miquelon, St Martin and St Barthélémy.

**BROKER /INTERMEDIARY**: Broker/Intermediary refers to the brokerage firm ASSURINCO located at 122 bis Quai de Tounis, BP 90932, 31009 Toulouse Cedex and acting on behalf of the policyholder in dealings with MUTUAIDE.

**FAR-OFF DESTINATIONS**: The following countries are considered "distant destinations": Argentina, Bali, Cambodia, Canada, Chile, China, Costa Rica, Cuba, Dominican Republic, Guadeloupe, India, Kenya, Madagascar, Martinique, Mauritius, Mexico, Reunion, South Africa, Tanzania, Thailand, United States, Vietnam and Zanzibar.

**HOME/PLACE OF RESIDENCE**: The home or place of residence is defined as your principal and habitual place of residence, as shown on your income tax notice.

**DROM**: Réunion, Martinique, Guadeloupe, French Guiana and Mayotte.

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

**ABROAD**: Abroad refers to the whole world, with the exception of your Country of Domicile and excluded countries.

**EUROPE**: Europe includes the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, metropolitan France, Germany, Gibraltar, Hungary, Greece, Ireland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland and United Kingdom. **EVENT**: Any event with loss-generating consequences and which is likely to trigger one or more of the policy's cover categories.

**METROPOLITAN FRANCE**: This refers to France, Corsica and the Principality of Monaco.

**EXCESS**: The portion of the loss remaining at your expense.

**HOSPITALISATION**: Any admission of an Insured Party to a hospital (hospital or clinic) prescribed by a physician, following an Accident or Illness for at least one night.

**IMMOBILIZATION**: Physical inability (total or partial) to move around, certified by a doctor, following an Illness or Accident, and requiring rest at Home or on site. It must be justified by a medical certificate or, depending on the Insured Party concerned, by a detailed sick note.

**LONG HAUL**: All countries except those listed in the Medium-Haul list.

**ILLNESS**: A pathological condition duly certified by a competent medical authority.

**SERIOUS ILLNESS**: A sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issuing of a prescription for medication and the cessation of all professional or other activities.

**FAMILY MEMBER**: Your legal or de facto spouse or any person linked to you by a Pacs (civil partnership), your ascendants or descendants or those of your spouse, your father-in-law, mother-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you, unless otherwise stipulated in the policy.

**MEDIUM HAUL**: The following countries are considered "Medium-Haul" destinations: Albania, Algeria, Andorra, Austria, Belgium, Belarus, Bosnia Herzegovina, Bulgaria, Canary Islands, Cape Verde, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece + Islands, Hungary, Iceland, Ireland, Israel, Italy + Islands, Jordan, Latvia, Lebanon, Libya, Spain + Islands, Liechtenstein, Luxembourg, Lithuania, Macedonia, Madeira, Malta, Moldavia, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Czech Republic, Romania, Russia, Senegal, Slovakia, Spain, Sweden, Switzerland, Syria, Tunisia, Turkey, Ukraine, United Kingdom, Vatican City and Yugoslavia.

**PANDEMIC:** Epidemic that develops over a vast territory, crossing borders and is qualified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the claim or incident arose.

**COUNTRY OF ORIGIN:** The country of origin is the country in which you live.

**MEDITERRANEAN COUNTRIES:** Bosnia Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.

**POM:** French Polynesia, New Caledonia.

**QUARANTINE:** Isolation of the person, in the event of suspected or confirmed illness, decided by a competent local authority, in order to avoid the risk of the disease spreading in an epidemic or pandemic.

**REPATRIATION:** Transportation of the Insured Party organized by us following an Illness or an Injury by Accident carried out under the terms and conditions defined in the "REPATRIATION" paragraph.

**CLAIM/INCIDENT:** A Claim or Incident is defined as any event of a random nature that may give rise to cover under the present policy.

**INCIDENT OCCURRING AT HOME:** Fire, burglary or water damage occurring at your Home during your trip, and justified by the documents provided as part of the "EARLY RETURN IN THE EVENT OF AN INCIDENT AT HOME" benefit.

**POLICYHOLDER:** the travel organizer, having its registered office in France, who takes out the present policy on behalf of its customers, hereinafter referred to as the Insured Parties.

**WEAR:** Depreciation in the value of an asset caused by use or maintenance conditions on the date of the Claim.

**AGEING:** Depreciation in the value of an asset caused by the passage of time on the date of the Loss.

**REGULAR FLIGHT:** Scheduled flight operated by a commercial aircraft, whose precise times and frequencies conform to those published in the "Official Airlines Guide".

**CHARTER FLIGHT:** Flight chartered by a tourism organization as part of a non-scheduled service.

**TRAVEL:** a trip or stay of up to 90 days, organized and sold or provided by an authorized organization or intermediary and scheduled for during the validity period of this policy.

### 3. WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

Cover applies worldwide, outside your Home country. Excluded are countries in a state of civil or foreign war, known political instability, popular unrest, riots, acts of terrorism, reprisals, restrictions on the free movement of people and goods (for whatever reason, including health, security, meteorological factors, etc.), or the disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

### 4. HOW TO USE OUR SERVICES IF YOU

#### NEED ASSISTANCE

In the event of an emergency, it is vital to contact the local primary emergency services for any problem falling within their remit. In order to enable us to intervene, we recommend that you prepare your call.

#### We will ask you for the following information:

- your first and last name(s),
- your precise location, address and telephone number, where you can be reached,
- your policy number.

#### You must:

- call us immediately at the following telephone number: 01.55.98.57.72 (or 33.1.55.98.57.72)
- obtain our prior agreement before taking any initiative or incurring any expenditure,
- comply with our recommended solutions,
- provide us with all information relating to the policy,
- provide us with all original receipts for the expenses for which reimbursement is requested.

**We reserve the right to request all necessary supporting documents (death certificate, proof of address, certificate of marital status, proof of expenses, etc.) in support of any request for assistance.**

**We intervene on the express condition that the event leading us to provide the service was uncertain at the time you took out the policy and at the time of departure.**

**This does not cover an event originating from a pre-existing illness and/or injury that has been diagnosed and/or treated and has been the subject of continuous hospitalization, day hospitalization or outpatient hospitalization in the 6 months prior to the request for assistance, whether it be the appearance or aggravation of the said condition.**

**In all circumstances, our intervention is not a substitute for the intervention of the local public services or any other party to whom we are obliged to refer by virtue of local and/or international regulations.**

### IF YOU WISH TO REPORT A CLAIM / INCIDENT COVERED BY THE INSURANCE COVER

Within 2 working days of becoming aware of the claim/incident for "LUGGAGE AND PERSONAL EFFECTS" cover, and within 5 days in all other cases, you or any person acting on your behalf must notify the organizer of your trip and open a claim application with:

#### ASSURINCO

Service Indemnisation Clients  
122 bis Quai de Tounis  
BP 90932 - 31009 Toulouse cedex

Claims reporting and consultation website: [sinistre.assurinco.com](http://sinistre.assurinco.com)

#### PLEASE NOTE:

**If you are late in informing the organizer of your trip of your intention to cancel, we will only cover the cancellation costs contractually due on the date of the event giving rise to the right to cover, and you must cover the difference at your own cost.**

## 5. FALSE DECLARATIONS

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

- any concealment or intentional misrepresentation on your part will render the policy null and void. The premiums paid will be retained by us and we are entitled to demand payment of premiums due, in accordance with article L 113-8 of the French Insurance Code,
- any omission or misrepresentation on your part, where bad faith is not established, 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 of indemnities provided for in article L 113-9 of the French Insurance Code.

## 6. FORFEITURE OF COVER AND BENEFITS FOR FRAUDULENT MISREPRESENTATION

In the event of a Claim or request for assistance under the insurance and/or assistance cover (as provided for in these General Provisions), if you knowingly use inaccurate documents or fraudulent means, make inaccurate or declarations or conceal information, you will forfeit all rights to the insurance and assistance benefits provided for in these General Provisions, for which these declarations are required.

## 7. WHAT SHOULD YOU DO WITH YOUR TICKETS?

When transport is organized and paid for under the terms of the policy, you undertake either to grant us the right to use the transport ticket(s) you hold, or to reimburse us for any amounts for which you obtain reimbursement from the organization issuing your transport ticket(s).

# INSURANCE COVERAGE DESCRIPTIONS

## MODIFICATION /

### 1. WHAT WE COVER

We will refund your deposit or any sum retained by the tour operator, in accordance with the terms and conditions of the trip (excluding booking fees and insurance premium), if you are obliged to cancel your tour before departure.

### 2. WHEN WE CAN HELP

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

#### REASONS GRANTING ENTITLEMENT TO COVER (WITH EXCESS FOR COVID REASONS)

**SEVERE ILLNESS** (including serious illness resulting from an epidemic or pandemic), **SERIOUS ACCIDENT OR DEATH** including aggravation of previous illnesses and after-effects of a previous accident:

- yourself, your legal or de facto spouse, or the person accompanying you, provided they are listed on the same case,
- your ascendants or descendants and/or those of your spouse or those of the person accompanying you, provided they are listed on the same case,
- your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,
- your professional replacement, provided his/her name is mentioned when you take out the policy, • the person in charge of:
  - looking after your minor children during your trip, provided his or her name is mentioned when the policy is taken out,
  - looking after a disabled person during your trip, provided that this person lives under the same roof as you, that you are the legal guardian and that his or her name is mentioned when the policy is taken out.

#### **CANCELLATION DUE TO DENIED BOARDING**

Denied boarding at the airport, train station, bus station or port of departure following a temperature check organized by the health authorities in the country of departure or the transport company with which you are traveling.

(Proof from the airline that denied you boarding, or from the health authorities in the country of departure, must be sent to us. In the absence of this proof, no compensation will be payable).

#### **LACK OF VACCINATION AGAINST COVID 19**

If, when you took out this policy, your destination country did not require you to be vaccinated against COVID 19 in order to enter its territory, but if it does at the time of your departure:

- and you are no longer within the required timeframe for this travel vaccination,
- or you are unable to have the vaccination because of a medical contraindication,

**It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.**

**MEDICAL CONTRAINDICATION PREVENTING YOU FROM PRACTICING THE ACTIVITY CONSTITUTING THE THEME OF THE STAY** with medical evidence specifying your inaptitude to practice the planned activity.

**COMPLICATIONS DUE TO PREGNANCY** which entail the absolute cessation of all professional activity and provided that, at the time of departure, the insured party is not more than 7 months pregnant.

#### **VACCINATION CONTRAINDICATION**

**THE GRANTING OF A JOB OR INTERNSHIP IF THE INSURED PARTY IS REGISTERED AS UNEMPLOYED (PÔLE EMPLOI - French employment service)** starting before or during your trip.

**A PROFESSIONAL TRANSFER REQUIRING YOU TO MOVE BEFORE RETURNING FROM YOUR TRIP** Provided that your transfer was not known on the day the present policy was taken out.

#### **REDUNDANCY**

- of yourself,
- of your spouse.

With the decision not being known at the time you booked your trip or took out this policy.

**DESTRUCTION OF BUSINESS AND/OR PRIVATE PREMISES** occurring after the date this policy was taken out, as a result of a fire, explosion or water damage, provided the said premises are more than 50% destroyed.

**THEFT FROM BUSINESS OR PRIVATE PREMISES** The extent of the theft must require your presence, and occur within 48 hours before your departure.

**SERIOUS DAMAGE TO YOUR VEHICLE** occurring within 48 hours before your departure, and rendering the vehicle beyond repair within the time required to get you to the meeting point set by the tour operator or to your place of stay, on the date initially planned and insofar as your vehicle is indispensable to you to get there.

**NON-MODIFIABLE COURT SUMMONS** The date you are to appear must coincide with the period during which you will be travelling.

**INVITATION TO AN EXAM RE-TAKE** following an exam failure not known at the time of booking (higher education only), which must take place during your trip.

**REFUSAL OF A TOURIST VISA BY THE COUNTRY'S AUTHORITIES** Provided that no application has been made previously and already refused by these authorities for the same country. Proof from the embassy will be required.

**SEPARATION OF MARRIED OR COMMON-LAW COUPLES, OR THOSE BOUND BY A CIVIL UNION** This cover is only available on presentation of legal and administrative documents proving the actual nature of the separation or cohabitation (divorce proceedings, termination of civil union contract, all documents attesting to the couple's cohabitation, EDF GDF (gas & electricity) and TELECOM bills, joint bank accounts, joint declaration, etc.).

### **REASONS GRANTING ENTITLEMENT TO COVER WITH SPECIFIC EXCESS**

**LOSS OR THEFT OF IDENTITY CARD OR PASSPORT** within 48 hours before departure, if these documents are essential for your trip. A specific Excess shown in the Table of Benefits remains at your cost.

**MODIFICATION OF PAID LEAVE DATES BY THE EMPLOYER** The leave must have been granted by the employer before the trip was booked. The following socio-professional categories are excluded from this cover: company directors, self-employed professionals, craftsmen and casual workers in the entertainment sector. A specific Excess shown in the Table of Benefits remains at your cost.

**TERROR ATTACK, RIOT, ACT OF TERRORISM, ACT OF PIRACY** Committed in the town(s) of destination or stay (or within a radius of 100 kilometres) and within 30 days of your departure date. A specific Excess shown in the Table of Benefits remains at your cost.

**NATURAL DISASTER ABROAD** In the destination town(s) when the following conditions are met:

- The event has resulted in property damage or personal injury in the town(s) of destination or stay
- The date of your departure is scheduled less than 30 days after the date of the event
- No similar event has occurred in the town(s) of destination or stay, in the 30 days preceding the booking of your travel services.
- A specific Excess shown in the Table of Benefits remains at your cost.

**RANDOM EVENTS** In all cases of cancellation which were unforeseeable on the day the present policy is taken out, beyond your control and justified. A specific Excess shown in the Table of Benefits remains at your cost.

**CANCELLATION OF AN INSURED PERSON** In the event of the cancellation, for a justified reason, of one or more persons (maximum 8 people) booked at the same time as you and having Insured Party status under this policy. An Excess, applicable according to the grounds for cancellation and shown in the Table of Benefits, remains at your cost.

**FEES FOR A MODIFICATION AND/OR POSTPONEMENT** Of a stay for a covered cancellation reason, if these costs are lower than the total cancellation costs. An Excess, applicable according to the grounds for cancellation and shown in the Table of Benefits, remains at your cost.

### **3. WHAT WE EXCLUDE**

In addition to the general exclusions applicable to the policy and set out in the "EXCLUSIONS COMMON TO ALL RISKS" section of the "POLICY FRAMEWORK" chapter, "TRIP CANCELLATION" does not cover the inability to leave due to the closure of borders, practical organisation, accommodation or safety conditions at the destination (with the exception of the reasons covered under this present policy).

In addition to the exclusions common to all coverage, the following are also excluded:

- An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation between the date the holiday is purchased and the date the insurance policy is taken out,
- Any circumstance that is simply detrimental to enjoyment,
- Pregnancy, including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- Forgetting to vaccinate,
- Default of any kind, including financial default, on the part of the carrier, making it impossible to fulfil its contractual obligations,
- Too little or too much snow,
- Any medical event whose diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which did not result in hospitalisation for more than 4 consecutive days after taking out this Policy,
- Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of July 13, 1982 and their consequences, meteorological or climatic events,
- The consequences of criminal proceedings against you,
- Any other event occurring between the date you take out the insurance policy and the departure date for your trip • Any event occurring between the date you book your trip and the date you take out the insurance policy.
- The absence of unforeseeable circumstances,
- An act that is intentional and/or punishable by Law, the consequences of alcoholic inebriation and the use of drugs, of any narcotic substance mentioned in the Public Health Code or medicines not prescribed by a physician, • The simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event for which the travel agency may be held liable in application of the French Tourism Code in force,
- The non-presentation, for any reason whatsoever, of documents essential to the stay, such as your passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

#### 4. COVER AMOUNT

We cover the amount of cancellation costs incurred on the day of the insured event, in accordance with the trip organizer's General Terms and Conditions of Sale, with a maximum and an Excess stated in the Table of Benefits.

#### 5. HOW LONG DO YOU HAVE TO REPORT A CLAIM/INCIDENT?

You must notify the travel agency or organizer immediately and declare your claim/incident to Assurinco within 5 working days following the event giving rise to coverage. After this period, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation. In the event of Cancellation and/or late declaration, we will only pay the cancellation fees due on the date of the incident giving rise to the Cancellation.

#### 6. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your declaration must be accompanied by:

- in the event of Illness or Accident, a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the Illness or Accident, together with a photocopy of the sick note and photocopies of the prescriptions bearing the labels of the medicines prescribed or any tests and examinations carried out,
- in the event of redundancy, a photocopy of the letter of redundancy, a photocopy of the contract of employment and a photocopy of the pay slip showing the final account settlement,
- in the event of pregnancy complications, a photocopy of the prenatal examination form and a photocopy of the sick note, ● in the event of death, a death certificate and proof of family relationship (individual civil status certificate),
- in all other cases, any supporting documents.

The medical certificate must be enclosed in a sealed envelope for the attention of the Medical Examiner we will appoint for you.

To this end, you must release your doctor from the obligation of medical confidentiality. Under penalty of forfeiture, the Insured Party making a claim under the cover must submit all the documents contractually required without being able to claim any reason preventing their production, except in cases of force majeure. If you object without good reason, you risk losing your cover entitlement. You expressly acknowledge our right to make this a condition of cover.

You must also provide us with any information or documents that we may request from you in order to justify the reason for your Cancellation, including:

- statements from Social Security or any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original cancellation invoice issued by the tour operator,
- your insurance policy number,
- the registration form issued by the travel agency or organizer,
- 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, of any witnesses,
- in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; (in the absence of this proof, no compensation will be payable).
- and any other necessary documents.

### PRICE GUARANTEE

#### 1. WHAT WE COVER

In the event of a revision of the price of your trip occurring between the date of booking and the date of payment of the balance of your trip, but not less than 20 days before departure, we will cover the reimbursement of additional costs resulting from an increase in the price of the trip, up to the **amount set out in the Table of Benefits**. Our cover applies only in the event of:

- An increase in fuel surcharges based on a variation in the cost of air transport, directly linked to the rise in fuel costs (measured on the basis of the JET CIF NWE index as a weekly average), occurring between the reservation date and the date of payment of the balance of your trip, without this date being less than 20 days before departure.
- An increase in the cost of taxes and fees, such as landing, embarkation and disembarkation taxes at airports occurring between the reservation date and the date of payment of the balance of your trip, without this date being less than 20 days before departure.
- Changes in exchange rates between the date of booking and the date of payment of the balance of your trip (but not less than 20 days before departure). An increase in the price of your trip for any reason other than those mentioned above does not entitle you to a refund. Only claims submitted as a single case after the final invoice has been drawn up and the balance paid to the travel agency will be taken into account.

#### 2. COVER AMOUNT

Cover is provided up to the amounts shown in the Table of Benefits.

#### 3. WHAT WE EXCLUDE

In addition to the exclusions common to all coverage, the following are also excluded:

- An increase in the price of your trip due to the booking of new services or the modification of your initial reservation,
- An increase in the price of your trip as a result of a default of any kind, including financial default, on the part of your trip organizer or carrier making it impossible to perform its contractual obligations.

**Intervention threshold: We cover the additional costs incurred between the date of booking and the date of payment of the balance of your trip, but not less than 20 days before departure, up to the limit set out in the Table of Benefits.**

#### 4. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must declare your claim/incident to Assurinco within 5 working days of being invoiced for the balance of your trip, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer loss as a result of the late declaration, you will lose all rights to compensation.

Your declaration must be accompanied by the initial travel registration form, the invoice notifying you of the revision of the price of your trip, mentioning the increase in fuel surcharges or airport taxes, and the invoice for the balance from your travel agency

## MISSED

### 1. WHAT WE COVER

If you miss your plane at the start of your outward journey, due to one of the events mentioned above in the Cancellation cover, except in the case of a schedule change due to the carrier, we will reimburse you for the price of a new ticket for the same destination, provided that you leave within the following 24 hours **up to the limits shown in the Table of Benefits**.

### 2. WHAT WE EXCLUDE

In addition to the exclusions common to all cover, the consequences of the following circumstances and events are also excluded:

- Any circumstance that is simply detrimental to the enjoyment of your trip,
- Default of any kind, including financial default, on the part of the organizer of your trip or the carrier, making it impossible for it to fulfil its contractual obligations,
- Epidemics, the local health situation, pollution, meteorological or climatic events, • Natural disasters covered by the procedure set out in law no. 82-600 of July 13, 1982,
- Any criminal proceedings against you,
- Any event occurring between the date you book your travel services and the date you take out this policy.

### 3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

In the event of a claim, you must inform us of your missed flight by the quickest possible means (fax, e-mail, receipted declaration) as soon as the event preventing your departure occurs.

You must declare your claim to Assurincio within 5 working days of the event giving rise to the guarantee, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer loss as a result of the late declaration, you will lose all rights to compensation. It is your responsibility to provide us with all documents and information required to assess the amount of your compensation, and in particular:

- the "unused" outbound air ticket,
- the passenger receipt for the ticket purchased,
- the boarding pass for the ticket purchased.

## TRANSPORT DELAYS

### 1. WHAT WE COVER

If your plane, train or boat is delayed, we will pay you lump-sum compensation, **within the limits shown in the Table of Benefits (4-hour excess)**.

- plane or boat delays of more than 4 hours in relation to the initially scheduled departure time on any scheduled flight, the times for which have been published or on charter flights for which the times are shown on the plane ticket or communicated to the insured party by the travel organization;
- train delays of more than 4 hours in relation to the arrival time initially scheduled on the train ticket.

This cover applies to both outward and return journeys, as well as to delays during stopovers, in accordance with the dates and countries of destination stated in your Special Terms & Conditions.

### 2. WHAT WE EXCLUDE

In addition to the exclusions common to all cover, the following delays are also excluded:

- Temporary or permanent withdrawal of a plane, boat or train, ordered by the airport authorities, administrative authorities, or civil aviation authorities or any other authority, having made the announcement more than 24 hours before the departure date of your trip,
- Missing the flight or train on which your reservation was confirmed, for whatever reason,
- Flights that you have not previously confirmed, unless you have been prevented from doing so by a strike or force majeure,
- Non-admission to the flight due to a failure to check in baggage and/or present yourself for boarding within the time limit,
- Any event that jeopardizes your safety during your trip if the destination is not recommended by the French Ministry of Foreign Affairs.

### 3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must declare your claim to Assurincio within 5 working days of the event giving rise to the guarantee, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer loss as a result of the late declaration, you will lose all rights to compensation.

It is your responsibility to provide us with all documents and information required to justify the reason for the delay and to assess the amount of your compensation, and in particular:

- a certificate issued by the carrier specifying the reason for the delay, the length of the delay, and confirmation that you have booked your transportation, as well as the original boarding pass,
- and your tickets.

## DEPARTURE MADE

### 1. WHAT WE COVER

The "Departure Made Impossible" coverage does not cover the impossibility of departing due to a failure of the organiser (Tour Operator, Travel Agency,

Airline...) and/or the Insured company, in the practical organization of the trip.

- The "Departure Made Impossible" benefit covers the Insured Party if he/she is unable to take his/her departure flight to the place of stay on the scheduled date due to the total or partial closure of the departure or arrival airport as a result of force majeure circumstances.
- Other than for the above-mentioned exceptions, all the provisions of the Main Policy, and in particular the exclusions, remain applicable in accordance with the terms of the General Provisions.

### 2. COVER AMOUNT

#### • Transportation costs (journey between airport/home):

Upon presentation of original receipts and up to the amounts specified in the Table of Benefits, we will reimburse the Insured Party for the cost of return transportation from the airport to his/her home following the official announcement of the cancellation of his/her flight. Transportation costs are defined as the sums paid by the INSURED PARTY to use one of the following means of transportation: Taxi, bus, RER suburban rail, metro or train.

#### • Trip postponement costs:

If the Insured Party is forced to postpone his or her trip and the sales organization offers this option, we will reimburse the price variation between the price of the new trip and that of the original trip, up to the amounts specified in the Table of Benefits.

Price variation refers to the difference in price between the new trip and the postponed trip, excluding visa and administration charges. This cover is granted to the Insured Party on condition that the new trip is identical to the one postponed, i.e.:

- identical number of people, service provider, duration, destination, services and season for a Tour Operator,
- identical booking class for an airline or cruise.

In all cases, the Insured Party must justify the variation between these two trips by producing an invoice for each trip, detailing the

services.

- **Cancellation fees in the special case of a trip organized around an event of an exceptional nature, limited in time to the duration of the stay, and specified at the time of booking, which cannot be postponed, including the following cases in particular:**

- Wedding attendance
- A Stay to attend a special event (ex: World Cup soccer matches, Olympic Games, unique concerts, etc.)

We will then reimburse the Insured Party for the cost of cancelling the stay, to supplement all or part of the Tour Operator's refund. No other expenses will be covered. The Insured Party must prove that the event is exceptional in nature and cannot be postponed outside the dates of the stay.

### 3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must declare your claim to Assurincoco within 5 working days of the event giving rise to the guarantee, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer loss as a result of the late declaration, you will lose all rights to compensation.

## LUGGAGE

### 1. WHAT WE COVER

We cover, **within the limits shown in the Table of Benefits**, your luggage, items and personal effects (including sports equipment), away from your Home or secondary residence against:

- theft,
- total or partial destruction,
- loss during forwarding by a transport company,
- theft of identity documents.

If your passport, identity card (or residence permit), vehicle registration document or driver's license have been stolen, we will cover the cost of replacing these documents upon presentation of supporting evidence.

Sports equipment (specific materials, equipment and clothing intended exclusively for practicing a sport) is also covered.

Photographic equipment (excluding mobile phones), cinematographic equipment, radio equipment, sound and image recording or reproduction equipment,

and their accessories are covered only against theft and only when carried or used by the Insured Party.

### 2. LIMITED REIMBURSEMENT FOR CERTAIN ITEMS

For valuable items, pearls, jewellery and watches worn, furs, as well as sound and/or image reproduction equipment and accessories, hunting rifles or laptop computers, the reimbursement value may in no case exceed 50% of the covered amount shown in the Table of Benefits.

Additionally, the objects listed above are only covered against theft.

If you use a private car, the risk of theft is covered provided that the luggage and personal effects are locked in the boot and out of sight. Only break-ins are covered. If the vehicle is parked on the public highway, cover only applies between 7 a.m. and 10 p.m..

Luggage acquired during your stay or trip is covered up to a maximum of 25% of the insured sum.

Competition sports equipment is only covered for loss or destruction during shipment by a duly authorized transport company.

### 3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy and listed in the "EXCLUSIONS COMMON TO ALL RISKS" paragraph of the section entitled "POLICY FRAMEWORK", we cannot intervene in the circumstances described below:

- Theft of luggage, personal effects and item left unattended in a public place or stored in premises made available to several people,
- Forgotten, lost (except by a transport company) or exchanged items,
- Theft without forced entry duly recorded by and confirmed in writing by an authority (police, gendarmerie, transport company, purser, etc.),
- Theft committed by your staff while on duty,
- Accidental damage due to the leakage of liquids, fatty, colourant or corrosive substances contained in your luggage,
- Confiscation of goods by the Authorities (customs, police),
- Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,
- Theft from a convertible and/or estate car or any other vehicle without a boot; cover will apply on condition that the luggage space cover delivered with the vehicle is used, Sales representatives' samples, collections,
- Stolen, lost, forgotten or damaged cash, documents, books, passports, identity papers, tickets and credit cards,
- Theft of jewellery if it has not been placed in a locked safe or is not being worn,
- Breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,
- Consequential losses such as depreciation and loss of use,
- The following items: prostheses, appliances of any kind, bicycles, trailers, securities, paintings, keys of any kind, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, spirits, works of art, fishing rods, cosmetics.

### 4. COVER AMOUNT

The amount shown in the Table of Benefits is the maximum reimbursement ceiling for all Claims occurring during the period of cover. An Excess, shown in the Table of Benefits, will be applied per Claim.

### 5. HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated on the basis of the replacement value of equivalent objects of the same type, less an allowance for Wear and Ageing. Under no circumstances will the proportional rule provided for in Article L 121-5 of the French Insurance Code be applied.

### 6. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must declare your claim to Assurincoco within 5 working days of the event giving rise to the guarantee, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer loss as a result of the late declaration, you will lose all rights to compensation.

## 7. WHAT DOCUMENTS DO I NEED TO PROVIDE IN THE EVENT OF A CLAIM?

Your claim must be accompanied by the following information:

- a receipt for a complaint or theft report filed with an authority (police, gendarmerie, transport company, purser, etc.) in the case of theft or loss,
- forms confirming the lodging of complaints with the carrier (sea, air, rail, road) when your luggage or items have been lost while in the carrier's legal custody,
- check-in ticket for luggage delivered late by the transport company and proof of late delivery.

**Should you fail to submit these documents, we shall be entitled to claim compensation from you equal to the loss incurred by us as a result.**

**The insured sums 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 must prove, by any means in your power and by any documents in your possession, the existence and value of these items at the time of the Claim or Incident, as well as the extent of the loss or damage.**

**If you knowingly use inaccurate documents or fraudulent means as evidence, or make inaccurate or misleading statements, you will forfeit any right to compensation.**

## 8. WHAT HAPPENS IF YOU RECOVER SOME OR ALL OF THE STOLEN ITEMS COVERED BY LUGGAGE COVER?

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

- If we have not yet paid you the compensation, you must recover possession of the items, in which case we will only be obliged to pay the amount due for any damage or missing items.
- If we have already paid you compensation, you can opt within 15 days:
  - either for relinquishment,
  - or for the return of the items subject to returning the compensation you have received less any deduction for damage or missing items. If you have not made your choice within 15 days, we will consider that you have opted to relinquish your goods.

## 9. DELAYED DELIVERY OF YOUR LUGGAGE

If your personal baggage, checked in with the airline that transported you, is not returned to you at the destination airport of your outbound journey, and if it is returned to you more than 24 hours late, you will receive a lump-sum compensation payment **set out in the Table of Benefits**, to help reimburse the costs you have incurred in purchasing essential items.

This compensation cannot be combined with the main "LUGGAGE" cover shown in the Table of Benefits.

# INTERRUPTION OF STAY

## 1. WHAT WE COVER

We will reimburse you pro rata temporis, **up to the amounts shown in the Table of Benefits**, for the cost of accommodation booked with a tour operator, already paid for and not used (excluding transport), from the day following the event leading to your early return, in the following cases:

- following your medical Repatriation organized by us,
- if a close relative (your spouse, an ascendant, a descendant of yourself or your spouse) is hospitalized or dies, or if one of your brothers or sisters dies and, as a result, you have to interrupt your stay,
- if an Incident (burglary, fire, water damage) occurs at your Home and requires your presence, and you have to interrupt your stay as a result,
- if a Terror Attack or Natural Disaster occurs at your destination during your stay within a 100 km radius of your holiday location, and you have to interrupt your stay as a result.

## 2. COVER AMOUNT

The compensation is proportional to the number of unused days. To determine the compensation, administration fees, visa fees, insurance fees, gratuities and any refunds or compensation granted by the tour operator will be deducted.

## 3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

1/ Contact MUTUAIDE ASSISTANCE as soon as the incident leading to a claim occurs.

2/ As soon as you return home, you must report your claim to Assurincio within 5 working days of the event giving rise to the cover, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer a loss as a result of the late declaration, you will lose all rights to compensation.

You must send us any documents requested to justify the reason for your interruption.

Additionally, if the reason for your early return is illness or bodily injury, you must provide our medical advisor with all the information or documents needed to assess the merits of your request.

# INTERRUPTION OF ACTIVITIES

## 1. WHAT WE COVER

We will reimburse you on a pro rata temporis basis for any unused sports or leisure package fees already paid (**transportation not included**) when you have to interrupt the practice of these activities for one of the following reasons:

- medical Repatriation, organized by MUTUAIDE ASSISTANCE or another assistance company,
- medical contraindication to the practice of the main activity of the stay.

Special case for hiking/trekking activities: land-based services (**excluding accommodation and catering**) constitute a single activity package.

## 2. COVER AMOUNT

The compensation is:

- proportional to the number of days of unused sports or leisure activities,
- payable from the day following the total cessation of covered activities,
- calculated on the basis of the total price per person of the activity package, **up to the ceiling shown in the Table of Benefits.**

The following will be deducted from the compensation: administrative fees, visa fees, insurance, gratuities, as well as reimbursements or compensation granted by the organization from which you purchased your activity package.

### 3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

- 1/ Contact MUTUAIDE ASSISTANCE as soon as the incident leading to a claim occurs.
  - 2/ As soon as you return home, you must report your claim to Assurinco within 5 working days of the event giving rise to the cover, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer a loss as a result of the late declaration, you will lose all rights to compensation.
- You must send us any documents requested to justify the reason for your interruption.

## UNABLE TO RETURN

### 1. WHAT WE COVER

The "Return made impossible" coverage does not cover the impossibility of leaving due to a failure of the organizer (Tour Operator, Travel Agency...), Airline...) and/or the Insured company, in the practical organization of the trip.

- The "Return Made Impossible" cover covers extended stays resulting directly or indirectly from a natural disaster or an act of terrorism, as a derogation from the main policy if the latter excludes natural disasters and/or acts of terrorism.
- With the exception of the above-mentioned derogation, all the provisions of the Main Policy, and in particular the exclusions, remain applicable in accordance with the terms of the General Provisions.

### 2. THE COVER AMOUNT

Cover is provided up to the limit stated in the Table of Benefits.

In addition, by way of derogation from the section entitled "How to take out cover, effective date and duration of cover" in the Common Provisions of this policy, should you be obliged to remain at your place of stay beyond the initially scheduled return date for a reason beyond your control that has the characteristics of force majeure and is justified, we agree to automatically extend the cover provided under the policy during your stay (excluding interruption of stay).

**This benefit cannot be combined with the following assistance benefits: "EXTENSION OF STAY OF AN INSURED ACCOMPANYING PERSON IN THE EVENT OF THE HOSPITALIZATION OR DEATH OF THE INSURED PARTY.**

### 3. WHAT TO DO IN THE EVENT OF A CLAIM

You must declare your claim/incident to Assurinco within 5 working days of the event giving rise to the cover, except in the case of unforeseen circumstances or force majeure. After this period, if we suffer a loss as a result of the late declaration, you will lose all rights to compensation.

## PERSONAL LIABILITY ABROAD

The "Personal civil liability" cover is limited to insured parties domiciled in mainland France or the overseas départements who have entered into a contract for travel or holiday services on a private basis with an approved organization (tour operator or travel agency). This cover is subject to the following conditions and limits

### 1. THE POLICY

#### 1.1 PARTICIPANTS IN THE POLICY

- WE/US:

The insurer from whom you took out the policy

**GROUPAMA D'OC**  
14 Rue Vidailhan - CS 93131  
31 131 BALMA

- THE INSURED PARTY:

Any natural person domiciled in mainland France or the overseas départements who have entered into a contract for travel or holiday services on a private basis with an approved organization (tour operator or travel agency), whether this concerns:

- transport tickets
- an organized trip (cruise, tour, all-inclusive holiday, etc.)
- for a period not exceeding twelve consecutive months

#### 1.2 INSURANCE TERMS:

##### ACCIDENT

Any sudden, unforeseen event external to the victim or the damaged property and constituting the cause of the damage.

##### OTHERS/OTHER PEOPLE

Any individual or legal entity other than the insured party or the policyholder.

##### BENEFICIARY

A person who receives the benefits paid out, not in a personal capacity, but because of his or her relationship with the insured party.

##### BODILY INJURY

Any bodily harm (injury, death) suffered by a person.

##### CONSEQUENTIAL LOSS

Any loss resulting from the deprivation of the enjoyment of a right, or the interruption of a service rendered by a person or property, or the loss of profit.

##### PROPERTY DAMAGE

Any deterioration or disappearance of property, or harm caused to pets.

##### STATE OF ALCOHOLIC INEBRIATION

The blood alcohol level from which an offence is considered as existing under articles L 234-1 and R 234-1 of the Highway Code or equivalent foreign legislation.

##### EXCESS

The portion of the loss remaining at your expense in the settlement of a claim.

##### TORT AND QUASI TORT LIABILITY

The obligation to assume the consequences of damage or losses caused to others by the insured party or by persons for whom he/she is responsible, or by things in his/her care.

##### INTERVENTION THRESHOLD

For Criminal Defence and Accident Redress coverage:

Level of the interests at stake, above which we intervene. For both petitions and defence, we intervene on an amicable level and/or through the courts when the principal amount of the interests at stake is at least equal to the intervention threshold set out in the table of benefits and excesses. This threshold does not apply to criminal defence.

##### INCIDENT/CLAIM

All the harmful consequences of an event leading to the application of one of the cover categories provided for in the policy. Claims arising from the

same event constitute a single claim.

A liability claim is any damage/loss or set of damages/losses caused to third parties for which the insured party is liable, resulting from a harmful event and giving rise to one or more claims. The harmful event is that which is the cause of the loss or damage. A series of harmful events with the same technical cause is treated as a single harmful event.

**This definition does not apply to Criminal Defence and Accident Redress cover.**

#### **SUBROGATION**

When we have compensated you following a claim, we take over your rights and actions against the party responsible for your loss, in order to obtain reimbursement of the sums we have paid you.

#### **THIRD PARTY**

Any person other than the insured party.

### **1.3 GEOGRAPHICAL VALIDITY**

Civil liability coverage is valid worldwide for stays of up to 12 months, provided that the length of stay corresponds to that authorized by the legislation of the country concerned.

Please note that the applicable regulations correspond to the legislation of the country in which the loss or damage occurred, within the limits of the Personal Civil Liability cover provided for in the policy.

### **1.4 COVER LIMITS**

The limits of your cover are shown in the table of benefits and excesses.

### **1.5 GENERAL EXCLUSIONS FROM YOUR POLICY**

You have decided on the scope of your protection by choosing the cover that best suits your needs.

**However, regardless of the cover you choose, we never insure:**

- **the consequences of a fault on the part of the insured party, if intentional or fraudulent** (however, this exclusion does not apply to losses or damage caused to others by persons for whom the insured party is civilly liable);

- **the consequences of war;**

- **liability for claims arising directly or indirectly from or in connection with asbestos or other materials containing asbestos in any quantity whatsoever;** ●

**damage and its aggravation caused by:**

- **weapons or devices designed to explode by modifying the structure of the atomic nucleus,**

- **any nuclear fuel, radioactive product or waste, or by any other source of ionizing radiation if the damage or aggravation of the damage:**

- **directly affect a nuclear facility,**

- **are the sole responsibility of the operator of a nuclear facility,**

- **originate from the supply of goods or services relating to a nuclear facility,**

unless they are the result of terror attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the French Penal Code, subject to the limits and conditions set out

in the policy,

- **any source of ionizing radiation used or intended for use outside a nuclear facility and for which the insured party, or any person for whom he/she is responsible, has ownership, custodianship or use, or for which he/she may be held liable as a result of its design, manufacture or packaging,** unless they result from terrorist attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the French Penal Code, within the limits and conditions set out in the policy.

However, this last paragraph does not apply to damage or aggravation of damage caused by ionizing radiation sources used or intended to be used in France, outside a nuclear facility, for industrial or commercial purposes, when the nuclear activity:

- uses radioactive substances that do not require authorization under the *Installations Classées pour la Protection de l'Environnement* (Installations Classified for Environmental Protection) nomenclature (article R 511-9 of the French Environmental Code),

- is not subject to authorization under the regulations governing the prevention of environmental and occupational health risks (article R 1333-23 of the French Public Health Code);

- **the payment of fines;**

- **the consequences of the insured party's participation in a**

- bet; ● the transportation of explosives.**

**In addition to these general exclusions, there are specific exclusions that apply to each benefit.**

## **2. YOUR COVER**

### **2.1 LOSSES AND DAMAGE YOU CAUSE TO OTHERS: PERSONAL CIVIL LIABILITY**

**"Insured party", refers to:**

Any natural person domiciled in mainland France or the overseas *départements* who has entered into a contract for travel or holiday services on a private basis with an approved organization (tour operator or travel agency), whether this concerns:

- transport tickets

- an organized trip (cruise, tour, all-inclusive holiday, etc.)

- for a period not exceeding twelve consecutive months

**We cover:**

The financial consequences of tort civil liability or quasi-tort civil liability that the insured party may incur in the course of his or her private life, due to losses and damage:

- bodily

- injury, ●

- property

- damage,

- immaterial damage directly resulting from bodily injury or material damage covered, caused to a third party and resulting from:

- an accident,

- a fire, explosion, implosion or water damage occurring outside buildings of which the insured party is the owner

- or occupier;

The financial consequences of the insured party's civil liability:

- for damage caused by minors or any other person for whom the insured is held civilly liable:

- who drive, possibly without a license, a land-based motor vehicle that the insured party does not own, without his/her knowledge.

- This cover only applies if the policy covering the vehicle does not pay out;

- who drive a ride-on toy at speeds not exceeding 6 km/hour;

- for damage caused by minors in the insured party's care free of charge, with it being specified that **the personal liability of these minors is not covered** ;

- for any theft committed to the detriment of others by a person for whom the insured party is responsible. However, this extension only applies if a complaint

- has been filed;
- for damage caused by pets owned by him/her.

## We do not cover

In addition to the general exclusions of your policy as defined above, the financial consequences of the insured party's liability resulting from:

- participation in attacks, riots, civil commotion, acts of terrorism, sabotage, vandalism, malicious mischief and brawls (except in cases of legitimate self-defence);
- hunting, aerial sports, all professional sports including trials;
- the practice of a sport, when the insured party's liability is covered by an insurance policy attached to a license issued by an official federation;
- dam and dike failures;
- the manufacturing of explosives of any kind;
- tutoring and babysitting provided by an association or specialized organization; • damage caused

by:

- any land vehicle subject to compulsory insurance, subject to the provisions on "civil liability following a sale", "driving by a minor without the insured party's knowledge" and "driving a ride-on toy";
- any airborne navigation device;
- any sailboat (with the exception of sailboards and craft powered exclusively by human energy) or any boat or motorized watercraft owned, kept or operated by the insured party;
- buildings owned, rented or occupied by the insured party in any capacity

whatsoever; • Damage to:

- any land vehicle subject to compulsory insurance;
- any airborne navigation device;
- any sailboat (including sailboards and boats powered exclusively by human energy) or any boat or motorized watercraft owned, kept or operated by the insured party;
- goods, products or animals sold;
- ride-on toys;
- material and immaterial damage suffered by the insured party, as well as damage to property, objects or animals owned, kept or used by the insured party, subject to the provisions for "damage to personal property for domestic use, rented or leased";
- non-consecutive immaterial damage resulting from:
  - misuse of a license or patent,
  - infringement of industrial, literary and artistic property rights.
  - in the United States and Canada: punitive damages or exemplary damages.

It is hereby specified that for all claims occurring in the USA and CANADA, the costs of expert appraisal fees, legal fees and court costs are included in the cover amount stated in the policy and are subject to the application of the excess.

## Provisions applicable in the event of an action involving the insured party's liability

In the event of legal action involving a person whose liability is insured under this policy and within the limits of this policy:

Before the civil or administrative courts:

- if the lawsuit involves a civil liability claim under this policy, or
  - when, in a lawsuit brought by the insured party, a counterclaim is made for facts and losses that may involve one of these cover categories,
- we assume the insured party's defence, manage the case and are free to exercise any means of recourse or appeal;

Before the criminal courts, when civil interests concerning civil liability cover are at stake and the victim(s) have not been compensated, we have the right to lead or join in the insured party's defence and, on behalf of the civilly liable insured party, to exercise any means of recourse or appeal. However, we can only take legal action with the insured party's consent, if he/she has been summoned as a defendant, with the exception of an appeal to the

Court of Cassation when limited to civil interests.

On the other hand, we can take recourse action without the insured's agreement, in the event of a summons for manslaughter or unintentional injury, and if we have intervened in the trial.

We alone have the right to settle with the injured parties or their beneficiaries. The insured party grants us full authority to do so.

**We cannot be held liable for any acknowledgement of liability or any transaction or settlement carried out without our agreement.**

However, admission of a material fact is not considered an admission of liability, nor is the mere fact of having provided assistance to a victim, when this is an act of assistance that every person has a legal or moral duty to perform.

Once a settlement has been reached, it may be challenged before the court by the party on whose behalf it was made, without contesting the amount of the sums awarded to the victim or his/her beneficiaries.

## Extent of cover over time

Coverage is triggered by a harmful event and it covers the insured party against the financial consequences of incidents, if the harmful event occurs between the initial start date of the cover and its cancellation or expiry date, regardless of the date of the other aspects pertaining to the incident.

## 2.2 DEFENDING YOUR INTERESTS

*Provisions common to cover for Criminal Defence and Redress following an accident*

**"Insured party", refers to:**

Any natural person domiciled in mainland France or the overseas *départements* who has entered into a contract for travel or holiday services on a private basis with an approved organization (tour operator or travel agency), whether this concerns:

- transport tickets
- an organized trip (cruise, tour, all-inclusive holiday, etc.)
- for a period not exceeding twelve consecutive months

## Purpose of the cover

In the event of a dispute between the insured party and a third party, our services may include legal advice, out-of-court assistance and the payment of costs and fees incurred in legal proceedings, up to the amounts shown in the table of benefits and excesses.

To prevent any dispute, policyholders benefit from a legal information service by telephone. A team of specialized lawyers is on hand to answer any legal queries.

## ON AN OUT-OF COURT BASIS

### Legal advice

As part of a personalized service, and based on the information provided by the insured party, we explain the situation either orally or in writing, including the legal rules applicable to his or her case, and we provide advice and/or guidance on the appropriate course of action.

### Out-of-court assistance

After a thorough analysis of the insured party's situation, we intervene directly with his adversary to seek a negotiated and effective solution in line with his or her interests.

When the support of an outside party is necessary (in particular when the insured party's adversary is represented by a lawyer), we will pay the lawyer's fees and expenses up to the budget for out-of-court services stated in the table of benefits and excesses.

**The insured party gives us a power of attorney** to take any action or carry out any operation aimed at bringing about an amicable settlement to the declared and insured dispute.

### ON A JUDICIAL BASIS

When the dispute is or must be brought before a commission or a court, we will cover the costs and fees incurred in the course of the proceedings, up to the limit of the budget for court action stated in the table of benefits and excesses.

### Formalities to be observed in the event of a dispute:

The insured party must send all claims to ASSURINCO in writing.

**Except in the case of fortuitous events or force majeure**, any claim likely to fall under this cover must be reported **within 30 working days**, from the time when the insured party becomes aware of it, or from the time of refusal of a claim for which he/she is the author or addressee, **failure to do so will result in forfeiture of cover if it is established that the delay has caused us a loss.**

**As part of any declaration, the policyholder must mention his or her policy references** and provide us with all relevant information, documents and supporting evidence necessary to defend his/her interests or to establish the nature or existence of the dispute.

**We do not cover costs and fees billed or paid prior to the declaration, nor those corresponding to services or procedural acts carried out prior to the declaration**, unless the insured party can justify the urgency of having incurred them.

### Arbitration

In the event of a disagreement between the insured party and us over the measures to be taken to settle the declared dispute:

- the insured party has the option to freely designate a third party on condition that:
- that this person is authorized to give legal advice and is in no way involved in any follow-up action,
- he/she informs us of this designation.

We will pay the fees of the third party designated by you, up to the amount shown in the table of benefits and excesses;

-in accordance with article L 127-4 of the French Insurance Code, this disagreement may be submitted to a third party **appointed by mutual agreement** with us or, failing this, by the Presiding Judge of the Tribunal de Grande Instance ruling in summary proceedings.

Any costs incurred in exercising this right will be borne by us unless the court decides otherwise.

If the insured party takes legal action at his or her own expense and obtains a more favourable solution than that proposed by us or by the arbitrator, we will reimburse him/her for the costs incurred in taking such action, up to the cover limit.

### Choosing a lawyer and conducting the proceedings

The insured party is free to choose a lawyer or any other person qualified by current legislation or regulations to defend, represent or serve his/her interests in the circumstances set out in article L 127-1 of the French Insurance Code.

If the insured party does not know a lawyer, we can provide one, **subject to a written request to do so from the insured party. Together with his or her legal counsel, the insured party is in control of the proceedings.**

The free choice of lawyer is also exercised whenever a conflict of interest arises, i.e. when we are unable to manage a dispute between two insured parties in an independent manner, for example.

**The costs and fees of the lawyer chosen by the insured party are covered up to the amounts specified in the table of benefits and excesses and the schedule appended thereto.**

### Claims management

To guarantee you the highest quality of service, your legal protection claims are handled by a separate department from those managing other lines of insurance.

Your ASSURINCO advisor will provide you with the address of this service when you first request coverage.

### The following are never covered:

- travel expenses and corresponding fees, when the lawyer is required to travel outside the jurisdiction of the Court of Appeal to which his Bar belongs;
- the instructing lawyer's fees and expenses;
- the convictions, awards, fines, particularly criminal fines, costs and the expenses incurred by the opposing party:
  - that the Court considers fair to make the insured party assume if he is convicted,
  - or those which the insured party has agreed to assume as part of an out-of-court settlement, during or at the end of legal proceedings;
- criminal sureties and civil party bonds;
- investigation costs and fees to identify or locate the insured party's adversary or find out the value of his assets;
- additional fees that may be charged for results obtained or services rendered.

### Common exclusions

In addition to the general exclusions of your policy, coverage will never be granted for disputes: • between the insured party:

- and ourselves, whatever the policy concerned,
- or any other person defined as an insured party by this policy,
- or the customs authorities,
- or the tax authorities (unless otherwise specified in your personal terms and conditions);
- resulting from events prior to the start of cover and of which the insured party could not have been unaware;
- based on non-payment by the insured party debtor of sums whose amount or due date are not seriously disputable; • linked to membership of a political party or trade union;
- relating to personal and family law;
- relating to inheritance (unless mentioned in your personal conditions); • relating to employment law (unless mentioned in your personal terms and conditions); • relating to the insured party's professional life;
- relating to the insured party's participation in terror attacks, riots, civil commotion, acts of terrorism, sabotage, malicious mischief, vandalism or brawls (except in cases of legitimate self-defence);
- resulting from an accident during professional sports or trials;
- resulting from real estate work such as construction, restoration or rehabilitation, whether interior or exterior, requiring a prior declaration or building permit.

### **2.3 DEFENDING YOUR INTERESTS/ Criminal defence and redress following an accident We cover**

reimbursement, up to the amount of cover shown in the table of benefits and excesses, of the costs incurred in bringing any out-of-court action or legal action before any court, with a view to:

- defending the insured party if he/she is the subject of criminal proceedings as a result of an event covered by the policy,
- obtaining compensation for a loss suffered by the insured party, in the course of his or her private life, as a result of bodily injury, property damage or consequential losses, in the event of an accident involving the liability of a person who is not an insured party.

## **3. OUR INTERVENTION IN THE EVENT OF A CLAIM**

### **3.1 FORMALITIES AND DEADLINES**

In the event of a claim, you must notify ASSURINCO -122 BIS QUAI DE TOUNIS - BP 90932 - 31009 TOULOUSE

You must inform us of:

- the nature of the loss,
- the circumstances in which it occurred,
- known or presumed causes or consequences,
- the nature and approximate amount of the damage or loss,
- the names of those involved, of their insurers and of the witnesses;

- send us, within 20 days (except in cases of force majeure), a signed and certified estimate for the insured items damaged or stolen
- forward to us, within 48 hours of receipt, all notices, letters, summonses, writs of summons, extrajudicial documents and pleadings sent or served to you or your employees concerning the claim

#### **Failure to comply with the declaration deadline**

**If you fail to notify us of a claim within the time limit specified, and if we can establish that we have suffered loss as a result, you will forfeit all cover under your policy for the claim in question, except in the event of unforeseen circumstances or force majeure. Failure to comply with formalities and deadlines for submitting documents**

**If you fail to comply with the formalities or deadlines for submitting documents, we may claim damages from you in proportion to the loss incurred by us as a result.**

#### **False declarations**

**If you knowingly misrepresent the nature, causes, circumstances or consequences of a claim, you will lose the benefit of your policy cover for that claim.**

#### **Multiple insurance policies**

In the event of a claim covered by more than one insurance policy, you can obtain compensation for your losses from the insurer of your choice, regardless of when the insurance was taken out.

In this case, you must inform us of the names of the insurers concerned and the amounts insured with them.

However, the benefits provided by your policy only apply up to the limits set out in the table of benefits and excesses and in your personal terms & conditions.

**When several insurance policies covering the same risk are taken out fraudulently or with the intention of deceiving us, we can invoke the invalidation of the contract and claim damages.**

### **3.2 COMPENSATION**

Cover is provided up to the amounts shown in the table of benefits and excesses.

#### **Civil liability**

On your behalf, we will pay the compensation due to the third party.

## **4. APPLICATION OF COVER AMOUNTS**

### **4.1 DETERMINATION OF THE INSURED SUMS**

**Coverage is provided either per claim, or per policy year regardless of the number of claims, up to the amounts and subject to the excesses set out in the table of benefits and excesses.**

The cost of legal proceedings, releases and other settlement costs will not be deducted from the cover amount. However, in the event of a judgment exceeding this amount, the Company and the insured party shall bear the costs in proportion to their respective shares in the judgment.

### **4.2 PROVISIONS RELATING TO THE SET COVER PER CLAIM**

In all cases in which cover is granted up to a set amount per claim, it applies to all claims relating to a loss or set of losses resulting from a single harmful event or a set of harmful events having the same technical cause.

The amount used is that applicable on the date of the harmful event (or of the first harmful event in the case of a series of harmful events with the same technical cause).

It is then automatically reduced by the compensation paid or due until it is exhausted.

### **4.3 PROVISIONS RELATING TO THE SET COVER PER POLICY YEAR**

In all cases where cover is granted up to a fixed amount per policy year, it applies to all harmful events occurring during the same policy year, regardless of the date of the other elements making up the claim.

When the same harmful event (or set of harmful events with the same technical cause) gives rise to one or more losses for which one or more claims are made, they are attached to the policy year of the occurrence of the harmful event (or of the first harmful event for a set of harmful events with the same technical cause) and constitute one and the same claim.

The amount set per policy year is therefore automatically reduced, regardless of the number, nature or origin of the claims, indemnities paid or due in respect of the same policy year, until this amount is exhausted.

The amount set per policy year constitutes the absolute limit of the insurer's commitments.

### **4.4 CRIMINAL DEFENCE AND REDRESS FOLLOWING ACCIDENTS**

In addition to the steps we take, the compensation includes payment of the costs and fees required to defend your interests (experts, lawyers, etc.).

## 5. LEGAL INFORMATION

The Insured Party certifies that the answers used to draw up the policy are correct.

The insured party's attention is drawn to the fact that any concealment or intentional misrepresentation on his/her part will render the policy null and void (art. L113.8 of the French Insurance Code), and any omission or misrepresentation will render him liable for part of the compensation (art. L113.9 of the French Insurance Code).

### PERSONAL DATA PROTECTION

Personal data concerning the insured entity (or concerning persons party to or with an interest in the policy) is processed by the Insurer in compliance with the French Data Protection Act (Loi Informatique et Libertés) of January 6, 1978, as amended. The processing of such data is necessary for the conclusion, management and implementation of the policy, the management of commercial and contractual relations, the fight against fraud, or the implementation of the legal, regulatory or administrative provisions in force.

It is intended for use by the customer's advisor and the Insurer's departments for each of its cover types (Insurance, Banking and Services) in accordance with the purposes and provisions set out in the general terms and conditions or the policy's information leaflet. This information is kept, at most, for the duration of the contractual relationship, and until the expiry of the statutory limitation periods.

You have the right to access, rectify, delete and object to the retention of your information by writing to your insurer (see the address in this document) or via our website [www.groupama.fr](http://www.groupama.fr)

In accordance with the regulations, we inform you that you can refuse to be the subject of commercial prospection by telephone, by registering, free of charge, on the national opposition list to telephone canvassing (Bloctel); however, this registration does not prevent the use of your telephone details within the framework of our contractual relations.

In the event of a complaint (disagreement, dissatisfaction) relating to your policy, you may contact your usual contact person or the head office of your Caisse Régionale (whose contact details are given herein). If you are not satisfied with the response, your complaint may be addressed to the "complaints" department of our Caisse Régionale (whose contact details are given herein). We undertake to acknowledge receipt of your claim within a maximum of 10 working days. This will be processed within two months at most. If this is not the case, you will be informed. As a last resort, you can contact the Médiation de l'assurance (Insurance mediator), whose contact details are available on the [groupama.fr](http://groupama.fr) website or from your usual contact. If you are not satisfied with the opinion of the Médiation de l'assurance, you may take your case to court.

## INDIVIDUAL ACCIDENT

"Individual accident" cover is limited to insured parties domiciled in mainland France who have entered into a contract for travel or holiday services on a private basis with an approved organization (tour operator or travel agency).

This cover is subject to the following conditions and limits

### 1. THE POLICY

#### 1.1 DEFINITION OF GENERAL INSURANCE TERMS • WE / US:

The insurer with whom you have taken out the GROUPAMA D'OC policy  
14 Rue Vidailhan - CS 93131  
31 131 BALMA

#### • THE INSURED PARTY:

Any natural person domiciled in mainland France or the overseas *départements* who has entered into a contract for travel or holiday services on a private basis with an approved organization (tour operator or travel agency), whether this concerns:

- transport tickets
- an organized trip (cruise, tour, all-inclusive holiday, etc.)
- for a period not exceeding twelve consecutive months

#### 1.2 OTHER DEFINITIONS •

##### POLICY YEAR:

The period between two consecutive annual due dates.

If the annual due date does not coincide with the anniversary of the policy start date, the first policy year is the period between the policy start date and the next annual due date.

##### • SPOUSE:

Your unmarried spouse or the person living in a marital relationship with you when residing with you, or any person who has signed a PACS (Civil Solidarity Pact - civil union) with you.

##### • BODILY INJURY:

Any physical injury to a person.

##### • ANNUAL DUE DATE:

The date on which you agree to pay your premium in order to be covered for the coming year.

##### • INSURANCE INDEMNITY/COMPENSATION:

The amount we pay to compensate for loss resulting from a covered event.

##### • CLAIM/INCIDENT:

All the harmful consequences of an event leading to the application of one of the cover categories. The following events constitute one and the same claim, claims arising from the same event.

#### 1.3 DEFINITION OF TERMS SPECIFIC TO YOUR POLICY BENEFITS • ACCIDENT:

Any bodily injury which was unintentional on the part of the insured party, arising as a result of a sudden, unforeseen event external to the victim and constituting the cause of the loss or harm.

##### • THE "CONCOURS MEDICAL" SCALE:

The reference scale used to establish the degree of functional disability suffered by the insured party, excluding any professional considerations. It is published by the magazine "Le Concours Médical" under the title "Barème indicatif d'évaluation des taux d'incapacité en droit commun".

##### • EXCESS:

Number of days during which we do not intervene.

##### • HOSPITALISATION:

A stay in a public or private hospital made necessary by an accident. AGIRC POINT

Indexation:

Notwithstanding the General Provisions, the terms and conditions of the policy are not indexed to the value of the AGIRC point.

##### • DISABILITY (PERMANENT DISABILITY):

A physiological state in which the insured party finds him/herself when, after stabilization of his/her state of health and consolidation of his/her injuries, his/her functional, physical or mental capacity is reduced.

##### • INTERVENTION THRESHOLD:

Percentage of disability stated in the table of benefits and excesses, above which Disability benefits are paid.

##### • STANDARD REIMBURSEMENT RATE:

Tariff set for all benefits in kind paid under the compulsory health insurance scheme: either, by agreement, for healthcare professionals covered by the agreement (*tarif de convention*), or, failing that, by a regulatory act for healthcare professionals not covered by the agreement (*tarif d'autorité*) or by regulatory act for any other benefit (medical supplies, pharmaceutical products or hospital charges...). This rate serves as the basis for reimbursement by the compulsory health insurance funds.

#### 1.4 GENERAL EXCLUSIONS FROM YOUR POLICY

Regardless of the cover you choose, we never insure the consequences of:

- Illnesses and accidents that were first medically diagnosed prior to taking out the Policy and that are expressly mentioned in the personal terms & conditions, except for Death cover;
- Aggravation due to delayed treatment attributable to negligence on your part or intentional non-compliance with the doctor's instructions;
- Cosmetic treatment or surgery that is not the consequence of an event covered by the policy; • Treatment or surgery for rejuvenation purposes; or resulting from your fault, if intentional;
- A state of alcoholic inebriation characterized by a blood alcohol level equal to or higher than that set by French regulations regarding vehicular traffic in force on the day of the event;
- The use of drugs or narcotics not prescribed by a physician; attempted suicide or self-mutilation;
- Civil or foreign war, or your active participation in riots, acts of terrorism, insurrections, civil commotion or brawls (except in cases of legitimate self-defence, assistance to a person in danger or the performance of a professional duty);
- The handling of weapons of war that are illegal to possess;
- Your amateur or professional participation in a bet, challenge or record attempt;
- Your participation as a competitor in competitions and trials requiring the use of a motor vehicle (land, sea or air);
- The practice of any sport in a professional capacity (except accidents resulting from: the practice of a combat sport; potholing, caving, mountaineering (artificial climbing and long-distance routes));

The following are also excluded

All illnesses; surgical operations, freezing, congestion, sunstroke; lesions caused by X-rays, radium and its compounds and derivatives, unless they result for the person being treated from the faulty operation or mishandling of the instruments or are the consequence of a treatment to which the insured party is subjected following an accident covered by this policy.

#### 1.5 COVER LIMITS

The limits of our cover are shown in the table of benefits and excesses.

#### 1.6 GEOGRAPHICAL VALIDITY

Death cover is granted worldwide

Disability cover is provided in mainland France, the French overseas départements and territories, New Caledonia and the French Southern and Antarctic Territories, the Principality of Andorra and the Principality of Monaco, and worldwide for stays or trips not exceeding 3 consecutive months.

### 2. COVER

Purpose of the cover:

#### 2.1 DISABILITY:

##### 2.1.1 PURPOSE OF THE COVER

We cover:

**The payment of a lump sum in the event of total or partial disability resulting from an accident occurring during a trip for which you have entered into a contract with an approved organization (tour operator or travel agency)**

##### 2.1.2 COVER AMOUNT

The amount of the benefit is shown in the Table of Benefits. It is reduced by half when the insured party (victim) is over 70. If several insured parties are victims of the same accident, death and permanent disability cover is limited to the sum of €1,500,000, regardless of the number of victims, with it being hereby specified that the limit per person and per cover may not exceed that set out in the Table of Benefits.

Each of these indemnities may be reduced according to the ratio between the sum of €1,500,000 and the total compensation which would be due to the victims without this limit.

##### 2.1.3 CAPITAL ALLOCATION CRITERIA

The physician appointed by us determines the insured party's degree of disability with reference to the Concours Médical scale. This rate is estimated, where applicable, taking into account existing disabilities (i.e., the insured party's remaining capacity at the time of the accident) after the consolidation of injuries.

This rate cannot exceed 100%.

In the event of disagreement, the provisions of paragraph 3.2 "Expert appraisal" of the "Our intervention in the event of a claim" section of the General Provisions are applied.

No compensation is paid for disabilities below the intervention threshold.

##### 2.1.4 COMPENSATION TERMS AND CONDITIONS

Adult: the capital is paid to the insured party;

Children: the capital is paid to the insured party's legal representatives if the child is under 18.

##### 2.1.5 START DATE OF THE COVER

The cover takes effect on the date shown in your Personal Terms and Conditions. It is valid for the duration of the "trip" or "stay".

##### 2.1.6 TRIPS ABROAD

Cover applies worldwide for stays or trips not exceeding three consecutive months.

**If the accident causing the disability occurs abroad** (excluding Metropolitan France, French Overseas Départements and Collectivities, New Caledonia, the French Southern and Antarctic Territories, the Principalities of Andorra and Monaco), **the benefit is paid on condition that the insured party's disability is diagnosed and assessed in France.**

### 2.2 DEATH

#### 2.2.1 PURPOSE OF THE COVER

We cover

The payment of a lump sum to the beneficiary(ies) in the event of the insured party's death following an accident occurring during a trip for which you have entered into a contract with an approved organization (tour operator or travel agency)

### 2.2.2 COVER AMOUNT

The amount of the benefit is shown in the Table of Benefits. It is reduced by half when the insured (victim) is over 70. If several insured parties are victims of the same accident, death and permanent disability cover is limited to the sum of €1,500,000, regardless of the number of victims, with it being hereby specified that the limit per person and per cover may not exceed that set out in the Table of Benefits.

Each of these indemnities may be reduced according to the ratio between the sum of €1,500,000 and the total compensation which would be due to the victims without this limit.

### 2.2.3 COMPENSATION TERMS AND CONDITIONS

Unless you specify otherwise in your Personal Terms and Conditions, the benefit will be paid in the following order of preference: to the surviving spouse who is not legally separated or divorced, or the person living in a marital relationship with you if residing with you, or any person who has signed a

PACS (Civil Solidarity Pact - civil union) with you, failing which, to children born or to be born, living or represented under the conditions defined by articles 751 and 752 of the Civil Code. failing which, to the heirs.

### 2.2.4 ACCUMULATION OF BENEFITS

**In the event of the insured party's death from an accident for which a lump-sum Disability Benefit has been paid, and if death occurs within one year of the date of the accident, we will pay any difference between the amount of compensation due in the event of death and the amount of compensation already paid.**

In the event that the death benefit is lower than that already paid for permanent disability, we undertake not to claim the difference from the beneficiaries.

### 2.2.5 START DATE OF THE COVER

The cover takes effect on the date shown in your Personal Terms and Conditions. It is valid for the duration of the "trip" or "stay".

### 2.2.6 TRIPS ABROAD

Coverage is worldwide.

## 3. OUR INTERVENTION IN THE EVENT OF A CLAIM

### 3.1 FORMALITIES AND DEADLINES

You must report the accident to ASSURINCO as soon as you become aware of it.

You must send us

#### **In the event of disability:**

A certificate specifying the cause of the disability and the presumed date of consolidation of the injuries or stabilization of the state of health. The determination of the degree of disability is subject to examination by a physician appointed by us.

#### **In the event of death:**

The beneficiary(ies) of the capital must enclose the following with the claim form as soon as possible:

The death certificate of the insured party;

A legible copy of the family record book for each beneficiary

Proof of the circumstances of the death

#### **Failure to meet declaration deadlines**

If you fail to notify us of a claim within the time limit specified, and if we can establish that we have suffered loss as a result, you will forfeit all cover under your policy for the claim in question, except in the event of unforeseen circumstances or force majeure.

#### **Failure to comply with formalities**

If you fail to comply with the formalities or deadlines for submitting documents, we may claim damages from you in proportion to the loss incurred by us as a result.

### 3.2 EXPERT APPRAISAL

Subject to our respective rights to take legal action, the amount of damages will be determined amicably.

You have the option of being assisted, at your own expense, by an expert; if your expert and ours disagree, they call in a third expert, and all three operate jointly and by majority vote.

If one of the parties fails to appoint an expert or, in the case of two experts, fails to agree on the choice of a third, the appointment is made by the Presiding Judge of the Tribunal de Grande Instance of the insured's place of residence or the place where the loss occurred.

Each of us pays the costs and fees of his expert and, if applicable, half those of the third.

Regardless of the type of cover, the insured party may not refuse to be examined by a doctor appointed by us, except in cases of force majeure.

He/she must also provide us with any information we consider useful for settlement purposes.

Medical information, which must remain confidential, should be sent directly to our Medical Advisor, and he alone will consult it and send us the necessary instructions.

### 3.3 COMPENSATION

#### **Time limit for the payment of compensation**

Once we have agreed on the amount of the compensation, it is paid within fifteen days. The fifteen-day deadline begins to run in the event of:

**Disability:** from the date of injury consolidation or stabilization of the state of health.

If no consolidation has taken place within one year of the date of declaration of the claim, we may pay a downpayment which in all cases will be retained by the insured party, after examination by a physician appointed by us;

**Death:** from the date of submission of the death certificate by the beneficiaries;

## 4. LEGAL INFORMATION

The policyholder certifies that the answers used to draw up the policy are correct.

The policyholder's attention is drawn to the fact that any concealment or intentional misrepresentation on his/her part will render the policy null and void (art. L113.8 of the French Insurance Code), and any omission or misrepresentation will render him liable for part of the compensation (art. L113.9 of the French Insurance Code).

#### **PERSONAL DATA PROTECTION**

Personal data concerning the insured entity (or concerning persons party to or with an interest in the policy) is processed by the Insurer in compliance with the French Data Protection Act (Loi Informatique et Libertés) of January 6, 1978, as amended. The processing of such data is necessary for the conclusion, management and implementation of the policy, the management of commercial and contractual relations, the fight against fraud, or the implementation of the legal, regulatory or administrative provisions in force.

It is intended for use by the customer's advisor and the Insurer's departments for each of its cover types (Insurance, Banking and Services) in accordance with the purposes and provisions set out in the general terms and conditions or the policy's information leaflet. This information is kept, at most, for the duration of the contractual relationship, and until the expiry of the statutory limitation periods.

You have the right to access, rectify, delete and object to the retention of your information by writing to your Insurer (see address in this document) or via our website [www.groupama.fr](http://www.groupama.fr)

In accordance with the regulations, we inform you that you can refuse to be the subject of commercial prospection by telephone, by registering, free of charge, on the national opposition list to telephone canvassing (Bloctel); however, this registration does not prevent the use of your telephone details within the framework of our contractual relations.

In the event of a complaint (disagreement, dissatisfaction) relating to your policy, you may contact your usual contact person or the head office of your Caisse Régionale (whose contact details are given herein). If you are not satisfied with the response, your complaint may be addressed to the "complaints" department of our Caisse Régionale (whose contact details are given herein). We undertake to acknowledge receipt of your claim within a maximum of 10 working days. This will be processed within two months at most. If this is not the case, you will be informed. As a last resort, you can contact the Médiation de l'assurance (Insurance mediator), whose contact details are available on the [groupama.fr](http://groupama.fr) website or from your usual contact. If you are not satisfied with the opinion of the Médiation de l'assurance, you may take your case to court.

## DESCRIPTION OF ASSISTANCE COVER

### REPATRIATION ASSISTANCE

#### 1. WHAT WE COVER

##### 1.1. PERSONAL ASSISTANCE IN THE EVENT OF ILLNESS OR INJURY DURING THE TRIP

###### 1.1.1 TRANSPORT/REPATRIATION

If, during your trip, you are ill (including in the event of illness linked to an epidemic or pandemic) or injured, our doctors will contact the local doctor who treated you following the Illness or Accident. The information obtained from the local doctor and, if necessary, the usual attending physician, enables us, after a decision by our doctors, to initiate and organize the following, based solely on medical requirements:

- either your return Home,
- or your transportation, if necessary under medical supervision, to an appropriate hospital close to your Home, by light medical vehicle, ambulance, train (1st class seat, 1st class sleeping berth or sleeper car), airline or medical aircraft.

In some cases, your medical situation may require you to be transported to a local care centre before returning to a facility close to your Home can be considered. Only your medical situation and compliance with the health regulations in force are taken into consideration when deciding on the transport, the choice of means of transport and place of any possible hospitalisation.

#### IMPORTANT

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

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

###### 1.1.2 RETURN OF INSURED FAMILY MEMBERS OR ACCOMPANYING PERSONS

When you are repatriated by us, on the advice of our Medical Service, we will arrange for the transportation of insured family members or an insured person who was traveling with you, if possible, to accompany you on your return trip.

This transportation will take place:

- either with you,
- or individually.

We pay for the transportation of these insured persons by 1st class train or economy class plane, as well as cab fares, to departure, so that they can get from their place of travel to the station or airport, and on arrival, from the station/airport to their Home.

**This benefit cannot be combined with the "PRESENCE IN THE EVENT OF HOSPITALISATION" benefit.**

###### 1.1.3 PRESENCE IN THE EVENT OF HOSPITALIZATION

If you are hospitalized at the site of your Illness or Accident and our doctors deem, on the basis of information provided by local doctors, that you cannot be returned for 2 days, we will organize and pay for round-trip travel from your Country of residence, by 1st 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 stated in the Table of Benefits.**

**This benefit cannot be combined with the "RETURN OF INSURED FAMILY MEMBERS OR ACCOMPANYING PERSONS" benefit.**

###### 1.1.4 ONWARD JOURNEY

If you are ill or injured during your trip, but your state of health does not require medical repatriation in the opinion of our physicians pursuant to the terms of the TRANSPORT/REPATRIATION paragraph, we will pay for any additional transport costs you incur to continue your interrupted trip, up to the cost of the return trip to your Home, on the day and at the location of the incident, and up to the limit stated in the Table of Benefits.

###### 1.1.5 EXTENSION OF STAY

As a result of an illness or Accident occurring during your trip, if you are obliged to extend your stay beyond the initial return date in the following cases:

###### • In the event of hospitalization:

If you are hospitalized and our doctors judge, on the basis of information provided by local doctors, that this Hospitalization is necessary beyond your initial return date, we will cover the cost of accommodation (room and breakfast) for insured family members or an insured person accompanying you, **up to the amount stated in the Table of Benefits**, so that they can stay with you.

In the case of a sightseeing tour or cruise, these costs may be covered before the initial return date, if they constitute additional accommodation costs not included in the price of the travel package paid by the insured persons accompanying you.

###### • In the event of immobilization:

If you are immobilized and our doctors judge, on the basis of information provided by local doctors, that this Immobilization is necessary beyond your initial return date, we will cover the cost of accommodation (room and breakfast) for you and/or your insured family members or an insured person accompanying you, **up to the amount stated in the Table of Benefits.**

In the case of a sightseeing tour or cruise, these costs may be covered before the initial return date, if they constitute additional accommodation costs not included in the price of the travel package paid by yourself or by the insured persons accompanying you.

In both cases, our cover ceases on the day our doctors judge, based on the information provided by the local doctors, that you are able to resume your interrupted trip or return Home.

#### **1.1.6 ACCOMPANYING CHILDREN UNDER 18**

If you are ill or injured and are unable to look after your insured children under the age of 18 travelling with you, we will organize and pay for round-trip 1st class rail or economy air travel from your Country of residence for a person of your choice or one of our hostesses to bring your children back to your Country of residence or to the home of a Member of your family chosen by you, by 1st class rail or economy air travel. **You assume the cost of your children's tickets.**

#### **1.1.7 EARLY RETURN IN THE EVENT OF THE HOSPITALIZATION OF A FAMILY MEMBER, PROFESSIONAL REPLACEMENT OR PERSON IN CHARGE OF THE CARE OF A MINOR CHILD AND/OR ADULT DISABLED CHILD REMAINING AT HOME**

During your trip, if you learn of the serious and unforeseen Hospitalization in your Country of residence:

- of a Member of your family,
- of your professional replacement,
- the person in charge of looking after your minor and/or disabled adult child at home.

In order that you may:

- > go to the bedside of the hospitalized person in your Country of residence,
- > take over your professional activity left vacant by the failure of your professional replacement, when your presence at your place of work is indispensable,
- > join your children left unattended at Home.

We organize and pay for your return journey by 1st class train or economy class plane from your place of stay to your Home, as well as, where applicable, cab fares on departure to get from your place of stay to the train station or airport, and on arrival from the train station/airport to your Home.

In the absence of proof (hospitalization certificate, proof of family relationship) within 30 days, we reserve the right to invoice you for the entire service.

The designation of the person responsible for looking after your minor and/or disabled child at Home, or of your professional replacement, must have been made at the time you booked your trip for this service to be available.

#### **1.1.8 MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)**

For the purposes of this service, "France" refers to mainland France, the Principality of Monaco and the French overseas départements. Insured Parties domiciled in the French Overseas Départements are not considered to be traveling abroad when they are in Metropolitan France or the Principality of Monaco, and vice versa.

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

We will only intervene once the reimbursements have been issued by the aforementioned insurance organisations, after the deduction of an excess, the amount of which is stated in the Table of Benefits, and subject to the provision of original proof of reimbursement from your insurance organisation.

This reimbursement covers the costs defined below, provided they relate to treatment received by you outside your country of residence following an illness or an accident that occurred outside your country of residence.

In this case, we will reimburse the costs incurred up to the maximum amount stated in the Table of Benefits.

In the event that the insurance organisation to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount stated in the Table of Benefits, subject to you providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the insurance organisation.

**This benefit ceases on the day we are able to repatriate you.**

Type of expenses eligible for reimbursement (subject to prior agreement):

- medical fees,
- the cost of medicines prescribed by a doctor or surgeon,
- the cost of a medically prescribed ambulance to the nearest hospital, and only in the event of refusal of coverage by the insurance companies,
- hospitalization costs, provided you are deemed untransportable by the decision of the Assistance doctors, taken after obtaining information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered),
- emergency dental expenses (up to the amount indicated in the Table of Benefits),
- PCR test costs, if positive.

#### **1.1.9 EXTENSION OF THE SERVICE: ADVANCE PAYMENT OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)**

We can, within the limits of the amounts covered as stated above, advance the costs of hospitalization that you incur outside your country of residence, subject to the following cumulative conditions:

- the doctors of MUTUAIDE ASSISTANCE must judge, after gathering information from the local doctor, that it is impossible to help you immediately repatriate to your country of residence.
- the treatment to which the advance applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- you or any person authorized by you must make a formal commitment by signing a specific document, provided by MUTUAIDE ASSISTANCE when the present service is implemented:
  - to take steps to have these costs covered by the insurance organizations within 15 days of the date on which MUTUAIDE ASSISTANCE sends the necessary information for implementation of these steps,
  - to reimburse MUTUAIDE ASSISTANCE within one week for any sums received in this respect from the insurance organizations following receipt of these sums.

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

**In order to preserve our rights at a later date, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to taking the necessary steps with the social security bodies and reimbursing us the sums received.**

**If you do not take the necessary steps to obtain reimbursement from the insurance organizations within the time limit, or if you do not provide MUTUAIDE ASSISTANCE, within the time limit, with the certificate of non-reimbursement issued by these insurance organizations, you will not be able to claim the "medical expenses" benefit under any circumstances and must reimburse the full cost of hospitalization advanced by MUTUAIDE ASSISTANCE, which will initiate any necessary recovery procedures if required, the cost of which will be borne by you.**

#### **1.1.10 SPECIFIC ASSISTANCE COVER IN THE EVENT OF AN EPIDEMIC OR PANDEMIC TELECONSULTATION BEFORE DEPARTURE**

You can contact us before your trip 24 hours a day, 7 days a week, for any information you may need to organize and ensure the smooth running of your trip.

The information concerns the following areas.

Health information: Health, Hygiene, Vaccination, Precautions to take, Main hospitals, Advice for women, Time difference, Traveling with pets.

We are also available for any information you may need in the event of an epidemic or pandemic. If necessary, we'll put you in touch with one of our doctors.

Information is given by telephone and is not confirmed in writing or sent by post.

Information services are provided between 8:00 am and 7:00 pm and within the timeframes normally required to satisfy the customer's needs.

However, regardless of the time of the call, we welcome your requests and will take note of your contact details, so that we can call you back provide the expected answers.

#### **HOTEL EXPENSES FOLLOWING QUARANTINE**

If you are obliged to extend your stay as a result of being quarantined at your destination, we will organise and pay the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or an insured accompanying person, **up to the amount stated in the Table of Benefits.**

#### **PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE**

In the event of significant trauma following an event linked to an epidemic or pandemic, we can, at your request, put you in touch by telephone with a psychologist, during the quarantine period, up to the limit indicated in the Table of Benefits. These interviews are completely confidential.

This counselling work is not to be confused with the psychotherapeutic work carried out in private practice. In no case, due to the caller's physical absence, can this service replace psychotherapy.

#### **UNABLE TO RETURN**

Your flight has been cancelled due to measures to restrict population movements in the event of an epidemic or pandemic taken by the government or airlines.

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

We organise and pay for your repatriation home, up to the limit stated in the Table of Benefits.

#### **PAYMENT OF A LOCAL TELEPHONE PACKAGE**

In the event of quarantine during an insured trip outside your country of residence, we will cover the cost of setting up a local telephone package, up to the limit stated in the Table of Benefits.

#### **EMERGENCY PACK**

If you no longer have enough usable personal belongings at your disposal due to quarantine or hospitalisation as a result of an epidemic or pandemic, we will pay for your basic necessities up to the amount stated in the Table of Benefits, upon presentation of receipts.

#### **• Additional personal assistance in the event of an epidemic or pandemic**

If, during your trip, you are the victim of an illness linked to an epidemic or pandemic requiring emergency hospitalization for more than 48 hours and repatriation, we can provide you with additional services and benefits, provided you request them within 15 days of your return home.

**These services are only available in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided you contact us no later than 7 p.m. the day before.**

#### **HOME HELP**

Following your repatriation by us following an illness linked to an epidemic or a pandemic if you are unable to carry out the usual household tasks yourself, we will seek out, appoint and take charge of and pay for a home help, up to the limit stated in the Table of Benefits.

#### **HOUSEHOLD SHOPPING DELIVERY**

Following your repatriation by us following an illness linked to an epidemic or a pandemic if you are unable to leave your home, we organize and pay for, subject to local availability, the cost of delivering your groceries up to the limit specified in the Table of Benefits.

#### **PSYCHOLOGICAL SUPPORT AFTER RETURNING HOME**

In the event of significant trauma following an event linked to an epidemic or a pandemic, upon your return home we can, at your request, put you in touch by telephone with a psychologist, up to the limit stated in the Table of Benefits. These interviews are completely confidential.

This counselling work is not to be confused with the psychotherapeutic work carried out in private practice. In no case, due to the caller's physical absence, can this service replace psychotherapy.

## 1.2 ASSISTANCE IN THE EVENT OF DEATH

### 1.2.1. TRANSPORTATION OF THE BODY AND COFFIN COSTS IN THE EVENT OF THE DEATH OF AN INSURED PERSON

If the Insured Party dies while traveling, we organize and pay for transportation of the deceased insured person to the place of burial in his/her Country of residence.

We also cover the full cost of preparation and special transport arrangements exclusively, to the exclusion of all other costs.

Additionally, we will contribute to the cost of the coffin or urn purchased by the family from the funeral provider of their choice, up to the amount stated in the Table of Benefits, upon presentation of the original invoice. Other expenses (notably ceremonies, local convoys, burial) remain at the cost of the family.

### 1.2.2. RETURN OF INSURED ACCOMPANYING PERSONS IN THE EVENT OF AN INSURED PARTY'S DEATH

If necessary, we organize and pay for the return, by 1st class train or economy class plane, of an insured person who was traveling with the deceased so that he or she can attend the funeral, insofar as the means initially planned for his or her return to the Country of residence cannot be used.

If necessary, we will also cover cab fares on departure to get from your place of stay to the train station or airport, and on arrival from the railway station/airport to the Home.

### 1.2.3. EARLY RETURN IN THE EVENT OF THE DEATH OF A FAMILY MEMBER, PROFESSIONAL REPLACEMENT OR PERSON RESPONSIBLE FOR THE CARE OF A MINOR CHILD AND/OR ADULT DISABLED CHILD REMAINING AT HOME

During your trip, if you learn of the death of a member of your family in your Country of residence: • ,

- of your professional replacement,
- the person in charge of looking after your minor and/or disabled adult child at home.

In order that you may:

- attend the funeral of the deceased in your Country of residence,
- resume your professional activity left vacant by the failure of your professional replacement, when your presence at your place of work is indispensable,
- join your children left unattended at home.

We organize and pay for your return journey by 1st class train or economy class plane from your place of stay to your Home, as well as, where applicable, cab fares on departure to get from your place of stay to the train station or airport, and on arrival from the train station/airport to your Home.

In the absence of supporting documents (death certificate, proof of family relationship) within 30 days, we reserve the right to bill you for the entire service.

This benefit is available if the date of the funeral is earlier than the date originally scheduled for your return.

The designation of the person responsible for looking after your minor and/or disabled child at Home, or of your professional replacement, must have been made at the time you booked your trip for this service to be available.

### 1.2.4. BODY RECOGNITION AND DEATH FORMALITIES

If the Insured dies while travelling alone, and if the presence of a Family Member or close friend is required to identify the body and carry out the formalities for repatriation or cremation, we will organize and pay for this person's return trip by 1st class train or economy class plane from the Insured Party's Country of residence to the place of death, as well as their accommodation costs, up to the amount indicated in the Table of Benefits.

## 1.3 TRAVEL ASSISTANCE

### BEFORE YOUR TRIP

#### 1.3.1. TRAVEL INFORMATION (DAILY FROM 8:00 AM TO 7:30 PM, FRENCH TIME, EXCEPT SUNDAYS AND PUBLIC HOLIDAYS)

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

- the medical precautions to take before traveling (vaccinations, medication, etc.),
- the administrative formalities to be completed before or during a trip (visas, etc.),
- travel conditions (transport possibilities, flight times, etc.),
- local living conditions (temperature, climate, food, etc.).

### DURING THE TRIP

#### 1.3.2. ADVANCE PAYMENT OF BAIL AND PAYMENT OF LEGAL FEES ABROAD

When you are traveling abroad, if you are the subject of legal proceedings following a traffic accident, to the exclusion of all other causes: we will advance the bail **up to the amount shown in the Table of Benefits.**

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

Additionally, we will cover any legal fees you may incur locally, up to the amount stated in the Table of Benefits, provided that the charges brought against you are subject to criminal penalties under local law. This benefit does not cover legal action taken in your Country of Residence following a road accident abroad.

#### 1.3.3. EARLY RETURN HOME IN THE EVENT OF A CLAIM/INCIDENT OCCURRING AT HOME

If you learn that you must be present at your home to deal with administrative formalities. We organize and pay for your return journey by 1st class train or economy class plane from your place of stay to your Home, as well as, where applicable, cab fares on departure from your place of stay to the train station or airport, and on arrival, from the train station/airport to your Home.

If you fail to provide supporting documents (insurance claim, expert report, complaint report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the entire service.

#### 1.3.4. EARLY RETURN IN THE EVENT OF A TERROR ATTACK

During your trip, if a Terror Attack occurs within a maximum radius of 100 km of the place where you are staying. If you wish to shorten your trip, we will organize and pay for your travel by 1st class train or economy class plane from your place of stay to your Home, as well as, if applicable, cab fares on departure from your place of stay to the train station or airport, and on arrival, from the train station/airport to your Home. Requests for early return must be made within 72 hours of the Terror Attack.

### 1.3.5. EARLY RETURN IN THE EVENT OF A NATURAL DISASTER

If, during your trip, a natural disaster strikes the place where you are situated.

You're not injured, but you'd like to shorten your trip. We organize and pay for your travel by 1st class train or economy class plane from the place of your stay to your Home, as well as, if necessary, cab fares on departure, from the place of your stay to the train station or airport, and on arrival, from the train station/airport to your Home.

The request for early return must be made within 72 hours of the occurrence of the Natural Disaster.

### 1.3.6. SEA AND MOUNTAIN SEARCH AND RESCUE COSTS

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

**Only fees invoiced by a company duly approved for these activities can be reimbursed. Under no circumstances will we be held liable for organizing search and rescue operations.**

### 1.3.7. THE FORWARDING OF URGENT MESSAGES (FROM ABROAD ONLY)

During your trip, if you are unable to contact a person in your Country of Residence, we will forward, at the time and on the day you have chosen, the message you have previously communicated to us by telephone.

#### NOTE:

This service does not allow for the use of reverse charge calls. We cannot be held liable for the content of your messages, which are subject to French legislation, and in particular criminal and administrative legislation. Failure to comply with this legislation may result in a refusal to communicate the message.

### 1.3.8. SENDING MEDICINES

If you are traveling abroad and your medication, which is essential to the continuation of your treatment and the interruption of which, in the opinion of our doctors, poses a risk to your health, is lost or stolen, we will look for equivalent medication locally, and in this case organize a medical examination with a local doctor who will prescribe it for you.

If no equivalent medication is available locally, we will organize the shipment, from France only, of the medication prescribed by your attending physician, provided that the latter sends our doctors a duplicate of the prescription he or she has given you and that the medication is available in a local pharmacy. We take care of shipping costs and charge you back for customs duties and the cost of purchasing medicines. You agree to reimburse us upon receipt of the invoice.

These shipments are subject to the terms and conditions of the transport companies we use. In all cases, they are subject to the following regulations and the conditions imposed by France and each country's national legislation on the importation and exportation of medicines.

We accept no responsibility for delays, loss or theft of medicines during transportation and for the consequences thereof. In all cases, shipments of blood products and blood derivatives, products reserved for hospital use or products requiring special storage conditions, particularly refrigeration, and more generally products not available in pharmacies in France, are excluded. Additionally, the discontinuation of the production of medicines, their withdrawal from the market or their unavailability in France constitute cases of force majeure which may delay or render impossible the performance of the service.

## 1.4 ASSISTANCE IN THE EVENT OF THE THEFT, LOSS OR DESTRUCTION OF YOUR IDENTITY DOCUMENTS OR MEANS OF PAYMENT

### 1.4.1. INFORMATION ON THE STEPS TO BE FOLLOWED (ONLY AVAILABLE IN FRENCH)

During your trip, if your identity documents are lost or stolen. Every day, from 8:00 a.m. to 7:30 p.m. (French time), except Sundays and French public holidays, simply call our "Information" department to find out what you need to do to file a complaint, replace your identity papers, etc.).

This information constitutes documentary information covered by article 66-1 of the amended law of 31/12/71. Under no circumstances can it be considered legal advice.

Depending on the situation, we can direct you to the appropriate organizations or categories of professionals who can answer your questions. We cannot be held liable for your interpretation of, or the use you may make of the information provided.

### 1.4.2. CASH ADVANCE

In the event of the theft or loss of your means of payment (credit card(s), chequebook(s), etc.) during your trip, we will send you, upon payment of the corresponding sum by a third party and after prior agreement with the financial institution issuing the means of payment, a cash advance up to the amount stated in the Table of Benefits to enable you to meet essential expenses, subject to the provision of a certificate of loss or theft issued by the local authorities.

### 1.4.3. ASSISTANCE IN THE EVENT OF THE THEFT OR LOSS OF YOUR TICKETS

In the event of the theft or loss of your tickets during your stay, we can, at your request and according to your instructions, help you book your flight(s) and hotel(s). **Any expenses incurred at your request remain your responsibility.**

## 2. WHAT WE EXCLUDE

We cannot, under any circumstances, take the place of local emergency services.

In addition to the general exclusions applicable to the policy and listed in the "EXCLUSIONS COMMON TO ALL RISKS" paragraph of the "POLICY FRAMEWORK" chapter, the following are excluded from coverage:

- The consequences of situations involving infectious risk situations in an epidemic context (unless otherwise stipulated in the coverage), exposure to biological infectious agents, exposure to chemical agents such as poison gas, exposure to incapacitating agents, exposure to neurotoxic agents or agents with persistent neurotoxic effects, which are subject to quarantine, preventive measures or specific surveillance by the international and/or local health authorities of the country in which you are staying and/or the national health authorities of your country of residence,
- Pre-existing illnesses and/or injuries diagnosed and/or treated and has been the subject of continuous hospitalization, day hospitalization or outpatient hospitalization in the 6 months prior to any request, whether it be the appearance or aggravation of the said condition,
- Expenses incurred without our agreement, or not expressly provided for in these General Policy Terms and Conditions,
- Expenses not supported by original documents,
- Losses occurring in countries excluded from the policy's cover or outside the cover validity, 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 to prior authorization by the public authorities under current regulations, when you are taking part as a competitor, or during trials on a circuit subject to prior approval by the public authorities, even if you are using your own vehicle,
- Trips undertaken for the purpose of medical diagnosis and/or treatment or cosmetic surgery, their consequences and related costs,
- Organization of and payment for the transport referred to in the "TRANSPORT / REPATRIATION" paragraph for benign ailments that can be dealt with locally and do not prevent you from continuing your trip,

- Requests for assistance related to medically assisted procreation or the voluntary termination of pregnancy, their consequences and costs,
- Claims relating to procreation or surrogate motherhood, their consequences and the resulting costs,
- Incidents related to pregnancy for which the risk was known prior to departure and their consequences (including childbirth), and in all cases, incidents due to pregnancy from the 36th week of amenorrhea and their consequences (including childbirth) and related costs,
- Medical appliances and prostheses (dental, hearing, medical), • Thermal treatments, their consequences and related expenses,
- Medical expenses incurred in your country of residence,
- Planned hospitalizations, their consequences and the resulting expenses, • Optical expenses (spectacles and contact lenses, for example),
- Vaccinations and vaccination costs,
- Medical check-ups and related expenses, and their consequences,
- Cosmetic procedures, including any consequences and costs arising therefrom, • Stays in a rest home, their consequences and expenses arising therefrom,
- Rehabilitation, physiotherapy, chiropractic treatment, their consequences and related expenses,
- Medical or paramedical services and the purchasing of products whose therapeutic nature is not recognized by French legislation, and related expenses,
- Health check-ups for preventive screening, regular treatments or analyses, their consequences and the costs arising from them,
- The organization of search and rescue operations at sea, in the mountains or in the desert (only the related costs, invoiced by a duly authorized company, will be paid),
- The cost of excess baggage weight when transported by air and the cost of transporting luggage when it cannot be carried with you,
- Trip cancellation fees, • Restaurant fees,
- Customs duties.

## THE POLICY

### 1. START DATE AND DURATION OF COVER

Cover applies for the duration of the services organized by the tour operator, as described on your travel registration form, as well as during the return journey to your home, provided that this journey does not exceed 48 hours.

However, if the total duration of the trip exceeds 90 days, or if no date is set for your return or the end of your stay, coverage will automatically cease 90 days after the date of departure or after the beginning of the stay shown on the registration form.

### 2. ACCUMULATION OF COVER

If the risks covered by the present policy are covered by another insurance policy, you must inform us of the name of the insurer with whom another insurance policy has been taken out (article L 121-4 of the French Insurance Code) as soon as this information has been brought to your attention, and at the latest when the claim is reported.

### 3. SUBROGATION

Once we have paid your claim, we are subrogated to any rights and actions you may have against third parties responsible for the loss, as provided for in article L121.12 of the French Insurance Code.

Our subrogation is limited to the amount of the indemnity we have paid you or the services rendered.

Where the benefits provided under the agreement are covered in whole or in part by an insurance policy taken out with another company or institution, we are subrogated to the Insured Party's rights and actions against that company or institution.

### 4. EXCLUSIONS COMMON TO ALL RISKS

The general exclusions of the policy are the exclusions common to all the insurance and assistance benefits described in these General Provisions.

The following are excluded:

- Epidemics and pandemics (unless otherwise stipulated in the coverage), pollution, natural disasters, • Civil or foreign wars, riots, civil commotion, strikes,
- Voluntary participation by an Insured Party in riots, strikes, brawls or assaults,
- The consequences of the disintegration of the atomic nucleus or any irradiation from a radioactive energy source,
- Unless otherwise stipulated, an earthquake, volcanic eruption, tidal wave, flood or natural disaster, except under the provisions of law no. 82-600 of July 13, 1982 on compensation for victims of natural disasters (for insurance cover),
- The consequences of the use of non-medically prescribed medicines, drugs, narcotics and similar products, and of alcohol abuse,
- Any intentional act on your part that may result in coverage under the policy.

### 5. EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (including airlines) may impose restrictions on people suffering from certain medical conditions or pregnant women, which apply up to the time of travel and may be modified without notice (airlines: medical examination, medical certificate, etc.).

Consequently, the repatriation of these persons can only be carried out if the carrier does not refuse and, of course, if there is no unfavourable medical opinion (as provided for and in accordance with the terms and conditions set out in the "REPATRIATION ASSISTANCE" chapter) regarding the health of the Insured Party or the unborn child.

### 6. WHAT ARE THE LIMITATIONS IN THE EVENT OF FORCE MAJEURE OR SIMILAR EVENTS?

We can in no way take the place of local organizations in the event of an emergency. We cannot be held liable for any failure or delay in the performance of services resulting from force majeure or events such as:

- Civil or foreign wars, known political instability, civil commotion, riots, acts of terrorism, reprisals,
- Recommendations by the WHO or national or international authorities or restrictions on the free movement of persons and goods, for any reason whatsoever, including health, safety, meteorological conditions, air traffic restrictions or bans,
- Strikes, explosions, natural disasters, disintegration of the atomic nucleus, or any irradiation from a radioactive energy source,
- Delays and/or inability to obtain administrative documents such as entry and exit visas, passports, etc., necessary for your transportation within or outside the country where you are located or for your entry into the country recommended by our doctors for hospitalization,
- Use of local public services or parties we are obliged to use under local and/or international regulations,
- Absence or unavailability of technical or human resources suitable for transport (including refusal to intervene).

## 7. HOW ARE THE CAUSES AND CONSEQUENCES OF THE LOSS ESTIMATED?

- The causes and consequences of the loss are estimated by mutual agreement, or, failing that, by a privately agreed expert appraisal, subject to the respective rights of the parties.
- Each of the parties appoints an expert. If the experts thus appointed do not agree, they appoint a 3rd expert, with the 3 experts acting jointly and by majority vote. If one of the parties fails to appoint an expert, or if the 2 experts fail to agree on the choice of a 3rd expert, the appointment is made by the Presiding Judge of the Tribunal de Grande Instance of the place of domicile of the Policyholder. This appointment is made pursuant to a simple request signed by both parties, or by one party only, the other party having been convened by registered letter. Each party pays its own expert's fees and expenses and, where applicable, half of the third expert's fees.

## 8. WHAT ARE THE LIMITATION PERIODS?

In application of article L 114-1 of the French Insurance Code, any action arising from this policy is time-barred after two years from the event giving rise to it. This period is extended to ten years for death cover, with actions by beneficiaries being time-barred a maximum of thirty years from the date of the event.

However, this period only runs:

- in the event of concealment, omission, false or inaccurate declaration concerning the risk, from the day the Insurer became aware of it,
- in the event of a claim, only from the date on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the Insured party's action against the Insurer is based on a claim by a third party, this limitation period only runs from the day on which this third party took legal action against the Insured Party or was compensated by the latter.

In accordance with article L 114-2 of the French Insurance Code, this limitation period may be interrupted by one of the following ordinary causes of interruption:

- acknowledgement 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 case is settled. The same applies when the claim is brought before a court that lacks jurisdiction or when the act of bringing the claim before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (Article 2243 of the Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code). Please note that:

The summoning of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the person against whom they were prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons issued to one of the heirs of a joint and several debtor or the acknowledgement of this heir does not interrupt the prescription period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This summons or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound.

In order to interrupt the prescription period for the whole, with regard to the other co-debtors, requires the summoning all the heirs of the deceased debtor or the acknowledgement of all these heirs (Article 2245 of the Civil Code).

The summoning of the principal debtor or their acknowledgement interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The prescription period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured Party in the case of an action for payment of the premium, and sent by the Insured Party to the Insurer for payment of the claim settlement).

## 9. SUPERVISORY AUTHORITY

The supervisory authority is the Autorité de Contrôle Prudenciel et de Résolution - A.C.P.R - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.

## 10. DATA COLLECTION

The Insured Party acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations governing the protection of personal data in force and that:

- the answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences may be the invalidation of the policy (article L 113-8 of the French Insurance Code) or the reduction of compensation (article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for the establishment and implementation of the Policy and cover, the management of commercial and contractual relations, or the enforcement of the legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the Policy or legal obligation. This data is then archived in accordance with the time periods stipulated in the provisions relating to time limitations.
- The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and implementing the Policies and cover, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

Where appropriate, it may also be forwarded to professional bodies as well as to any persons involved in the Policy, such as lawyers, experts, court and ministerial officers, trustees, guardians and investigators.

Information concerning him/her may also be sent to the policyholder, as well as to any persons authorized to act as Authorized Third Parties (courts, arbitrators, mediators, the relevant ministries, supervisory and regulatory authorities and any public bodies authorized to receive such information, as well as to verification bodies such as statutory auditors, auditors and internal control departments).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a process for monitoring contracts which may lead to the drafting of a declaration of suspicion or an asset freeze measure.
- Data and documents concerning the Insured Party are kept for a period of five (5) years from the end of the Policy or the termination of the relationship.
- His/her personal data may also be used to combat insurance fraud, which may lead, where applicable, to his/her inclusion on a list of people considered a fraud risk.

This may result in a longer review of the case, or even in the reduction or refusal of a proposed right, benefit, policy or service.

In this context, personal data concerning him/her (or concerning persons party to or with an interest in the policy) may be processed by all authorized persons working within the Insurer Group's entities as part of the fight against fraud. This data may also be sent to the authorized personnel of organizations directly concerned with fraud cases (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organizations authorized by law and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, data is kept for a maximum of six (6) months to assess the relevance of the alert, then deleted unless the alert proves

relevant. In the case of a relevant alert, data is kept for up to five (5) years from the closure of the fraud case, or until the end of legal proceedings or until time-barred in application of the relevant prescription periods.

For persons registered on a list of suspected fraudsters, their data is deleted after 5 years as from the date of inclusion on this list.

- In its capacity as an Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the insurance policy is taken out, during its performance or in the context of managing disputes.
- Personal data may also be used by the Insurer as part of the processing it implements, the purpose of which is research and development to improve the quality or relevance of its future insurance products and services.
- 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.
- By providing proof of identity, the Insured Party has the right to access, rectify, delete and object to the data processed. He/she also has the right to request that the use of his or her data be restricted if it is no longer required, or to request the recovery in a structured format of the data he/she has supplied if it is required for the policy, or if he/she has consented to its use.

He or she has the right to specify instructions concerning the fate of his/her personal data after his or her death. These instructions, whether general or specific, concern the retention, deletion and communication of his/her data after his/her death.

You may exercise your rights by contacting the Insurer's Data Protection Officer:

by e-mail: to the address: DRPO@MUTUAIDE.fr or

by post: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126 Rue de la Piazza, 93160 Noisy-le-Grand.

After making a request to MUTUAIDE and failing to obtain satisfaction, he or she may lodge a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés - the French data protection authority).

## 11. THE PROCESSING OF COMPLAINTS

1. If you disagree or are dissatisfied with the implementation of your policy, please let MUTUAIDE know by calling 01.55.98.57.72 or by writing to [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr) for the Assistance benefits listed below:

- Repatriation assistance
- Assistance in the event of death
- Travel assistance

If you are not satisfied with the response you receive, you can send a letter to:

**MUTUAIDE**  
**SERVICE QUALITE CLIENTS**  
**126 Rue de la Piazza, 93160 Noisy-le-Grand**

MUTUAIDE will acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most. If the disagreement persists, you can contact the Médiation de l'Assurance by post at:

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

2. If you disagree or are dissatisfied with the implementation of your policy, please let ASSURINCO know by calling 05.34.45.31.51 or by writing to [reclamation@assurinco.com](mailto:reclamation@assurinco.com) for the benefits listed below:

- Cancellation
- Price guarantee
- Missed departure
- Transport delays ●
- Departure Impossible ●
- Luggage
- Trip interruption costs ● Cost of interrupted activities ●
- Unable to return

If you are not satisfied with the response you receive, you can send a letter to:

**MUTUAIDE**  
**Service Assurance**  
**TSA 20001 - 93196 Noisy le Grand Cedex - France**

MUTUAIDE will acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most. If the disagreement persists, you can contact the Médiation de l'Assurance by post at:

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

3. In the event of difficulty the implementation of Personal Civil Liability abroad and Individual Accident cover, the Policyholder or the Insured Party may address his/her complaint to:

**GROUPAMA D'OC**  
**14 rue de Vidailhan**  
**CS 93131 - 31131 BALMA Cedex**

The Insurer acknowledges receipt of the claim within a period not exceeding 10 working days from receipt, unless the customer receives a response within this period. It sends the reply to the insured party within a period not exceeding two months from the date of receipt.

Finally, if your disagreement persists after you have received a response, you can refer the matter to the Médiation de l'Assurance, provided that no legal action has been initiated:

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

The Médiation de l'Assurance (Insurance Ombudsman) is not authorised to deal with policies taken out to cover professional risks.

## 12. RIGHT OF WITHDRAWAL

Appendix to article A. 112-1

Information document for exercising the right to withdraw, as provided for in article L. 112-10 of the Insurance code.

Please check that you are not already covered for any of the risks insured by the new policy. If this is the case, you have the right to cancel this policy within fourteen calendar days of its conclusion, free of charge or penalty, if all the following conditions are met:

- you have taken out this policy for non-business purposes,
- this policy accompanies the purchase of goods or services sold by a supplier,
- you can prove that you are already covered for one of the risks covered by this new policy;
- the policy you wish to cancel has not been fully implemented;
- you have not submitted any claims covered by this policy.

In this situation, you can exercise your right to cancel the policy by letter or via any other durable medium sent to the insurer of the new policy, together with proof that you already have cover for one of the risks covered by the new policy. The insurer is obliged to refund the premium paid within thirty days of your cancellation.

If you wish to cancel your policy but do not meet all of the above conditions, please check the cancellation procedure provided for in your policy.

Additional information:

The cancellation letter, a template for which is provided below to enable you to exercise of this right, must be sent by letter or any other durable medium to Assurinco - 122bis quai de Tounis - 31000 Toulouse:

"I, the undersigned Mr/Ms..... residing at ..... hereby cancel my policy No..... taken out with Mutuaide Assistance in accordance with article L 112-10 of the French Insurance Code. I hereby certify that on the date of dispatch of this letter, I am not aware of any claim under the policy"

The consequences of cancellation:

If you exercise your right to withdraw within the period specified in the box above, the policy will be cancelled with effect from the date of receipt of the letter or other durable medium. As soon as you become aware of an incident giving rise to a claim under the policy, you may no longer exercise this right to cancel.

In the event of cancellation, you are only liable for payment of that part of the premium or contribution corresponding to the period during which the risk

was incurred, this period being calculated up to the date of termination.

However, the full premium or contribution remains payable to the insurance company if you exercise your right to cancel when an incident giving rise to a claim under the policy and of which you were unaware occurred during the cancellation period.

### LIST OF

#### ZONE 1: FRANCE

Metropolitan France (FR) Principality of Monaco (MC)

#### ZONE 2: EUROPE & MEDITERRANEAN COUNTRIES

(excluding the French overseas départements and territories, Canary Islands, Azores, the Asian part of Russia)

#### ZONE 3: WORLDWIDE

With the exception of excluded countries through application of the paragraph "WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY"?.

Albania (AL) Germany (DE) Andorra (AD) England (see United Kingdom) Austria (AT) Balearic Islands (XA) Belgium (BE) Belarus (BY) Bosnia and Herzegovina (BA) Bulgaria (BG) Cyprus (CY) Croatia (HR) Denmark (DK) Scotland (see United Kingdom) Spain mainland (ES) Estonia (EE) Finland (FI) France metropolitan (FR) Georgia (GE) Gibraltar (GI) Greece (GR) Hungary (HU) Ireland (IE) Italy (IT) Italy (IT) Italy (IT) Kingdom Mainland Spain (ES) Estonia (EE) Finland (FI) Metropolitan France (FR) Georgia (GE) Gibraltar (GI) Greece (GR) Hungary (HU) Ireland (IE) Italy (IT) Jordan (JO) Latvia (LV) Liechtenstein (LI) Lithuania (LT) Luxembourg (LU) Macedonia (MK) Madeira (XC) Malta (MT) Morocco (MA) Moldavia (MD) Monaco (MC) Montenegro (ME) Norway (NO) Netherlands (NL) Poland (PL) Portugal continental (PT) Romania (RO) United Kingdom (GB) Russia, Federation of (European part, up to and including the Ural Mountains) (RU) San Marino (SM) Serbia (RS) Slovakia (SK) Slovenia (SI) Sweden (SE) Switzerland (CH) Czech Republic (CZ) Palestinian Territories (PS) Tunisia (TN) Turkey (TR) Ukraine (UA) Vatican City State (Holy See) (VA)



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Agence Homère

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