



GENERAL PROVISIONS ON ASSISTANCE AND INSURANCE

List of cover provided under the insurance policy taken out:

- 'Special themed trips' cancellation cover
- Price Guarantee
- Missed departure
- Transport delay (air, rail and sea)
- Inability to depart
- Luggage
- Repatriation assistance
- Costs of curtailing your holiday
- Business interruption costs
- Unable to return
- Personal liability cover whilst abroad
- Personal accident cover

Policy number	Name of insurance policy
4976	Tranquillité Comprehensive Cover
4976	Tranquillité Comprehensive Cover with epidemic/pandemic extension
4977	Premium Comprehensive Cover
4977	Premium Comprehensive Cover with Epidemic/Pandemic Extension



PLEASE CONTACT

FOR ANY CLAIMS OR ASSISTANCE DURING YOUR STAY

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



Assistance Helpline
7 days a week – 24 hours a day

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 approval before incurring any medical expenses

PLEASE NOTE: NO EXPENSES WILL BE COVERED WITHOUT A PRIOR CALL

FOR ALL INSURANCE CLAIMS

(In the event of cancellation, lost luggage, etc.)

PLEASE REPORT YOUR CLAIM ON THE WEBSITE:



sinistre.xplorassur.com

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COMMENCEMENT AND DURATION OF COVER

Cover	Effective date	Expiry of cover
CANCELLATION OF TRAVEL	On the day of taking out the cover	On the day of departure (outbound meeting point)
OTHER INSURANCE COVER AND ASSISTANCE SERVICES	On the day of departure under this policy. (meeting point for the outward journey)	The day of return from the trip (group dispersal point) PLEASE NOTE: in all cases, our cover will automatically cease 90 days after the day of departure.

GENERAL PROVISIONS

SOME ADVICE

BEFORE TRAVELLING ABROAD

Remember to take the appropriate forms with you, depending on the duration and nature of your trip and the country you are visiting (for the European Economic Area and Switzerland, take your European Health Insurance Card with you). These various forms are issued by the Caisse Primaire d'Assurance Maladie (Primary Health Insurance Fund) with which you are registered, so that, in the event of illness or an accident, your medical expenses will be covered directly by this organisation.

If you are travelling to a country that is not part of the European Union or the European Economic Area (EEA), you must check before you leave whether that country has a social security agreement with France. To do this, you must contact your Caisse Primaire d'Assurance Maladie to find out whether you are covered by the agreement and whether there are any formalities you need to complete (such as obtaining a form, etc.).

To obtain these documents, you must contact the relevant authority before your departure; in France, this is the Caisse Primaire d'Assurance Maladie.

If you are undergoing treatment, do not forget to take your medicines and prescriptions with you, and carry them in your hand luggage to avoid any interruption to your treatment in the event of a delay or loss of luggage. This is because some countries (the United States, Israel, etc.) do not permit the posting of such items.

ON SITE

- If you are taking part in a high-risk physical or motor activity, or travelling to a remote area as part of your trip, we advise you to check in advance that an emergency response system has been put in place by the relevant authorities in the country concerned to deal with any potential emergency calls.
- If your keys are lost or stolen, it may be important to know their serial numbers. Take the precaution of noting these down.
- Similarly, should your identity documents or payment methods be lost or stolen, it will be easier to replace these documents if you have taken the trouble to make photocopies and note down the numbers of your passport, identity card and bank card, which you should keep in a separate place.
- If you are seriously ill or injured, please contact us as soon as possible, after ensuring you have called the emergency services (ambulance, fire brigade, etc.), as we cannot act in their place.

PLEASE NOTE

Certain medical conditions may restrict the terms and conditions of the policy. We advise you to read these General Terms and Conditions carefully

OVERVIEW OF COVERAGE OPTIONS

Cover	Tranquillité Comprehensive Cover	Comprehensive 'Tranquillité' cover with epidemic/pandemic extension	Premium Comprehensive Cover	Premium Comprehensive Cover with Epidemic/Pandemic Extension
	No. 4976	No. 4976	No. 4977	No. 4977
Cancellation	✓	✓	✓	✓
Price guarantee	✓	✓	✓	✓
Missed departure	✓	✓	✓	✓
Transport delay (plane, train, boat)	✓	✓	✓	✓
Unable to travel	✓	✓	✓	✓
Luggage	✓	✓	✓	✓
Interruption of stay	✓	✓	✓	✓
Interruption of business activities	✓	✓	✓	✓
Personal liability	✓	✓	✓	✓
Personal accident cover	✓	✓	✓	✓
Unable to return	✓	✓	✓	✓
Repatriation assistance	✓	✓	✓	✓
Epidemic/pandemic cover		✓		✓

TABLE OF COVERAGE AMOUNTS

MULTIRISK TRANQUILLITE INSURANCE POLICY & MULTIRISK TRANQUILLITE WITH EPIDEMIC/PANDEMIC EXTENSION No. 4976

Only if the Insured has taken out the policy with the epidemic or pandemic extension may they benefit from Covid cover if the reason is covered.

Cover	Amount	Excess
CANCELLATION		
Serious illness, serious accident or death	€8,000 per person €40,000 per event	No excess
Medical inability to practise sport		No excess
Pregnancy complications		No excess
Contraindication to vaccination		No excess
Job or work placement offered by Pôle Emploi		No excess

Job transfer	€8,000 per person €40,000 per incident	No excess
Redundancy		No excess
Theft / damage to business or private premises		No excess
Serious damage to the vehicle within 48 hours		No excess
Summoned to appear in court		No excess
Summoned to a resit exam		No excess
Visa refusal		No excess
Separation of a couple		No excess
Loss or theft of documents 48 hours before departure	€8,000 per person €40,000 per incident	25 per cent of the cancellation costs
Changes to holiday arrangements by the employer		25 per cent of the cancellation costs
Terrorist attacks, riots, acts of piracy		25 per cent of the cancellation costs
Natural disasters		25 per cent of the cancellation costs
Unforeseeable events		25 per cent of the cancellation costs
Withdrawal by an insured person for a covered reason	€8,000 per person €40,000 per event	Excess applicable depending on the reason for cancellation
Changes and/or postponements		Excess applicable depending on the reason for cancellation
CANCELLATION IN THE EVENT OF AN EPIDEMIC OR PANDEMIC Only if the Insured has taken out the policy with the epidemic or pandemic extension		
Cancellation due to serious illness resulting from an epidemic or pandemic	€8,000 per person €40,000 per event	€100 per person
Cancellation due to being refused boarding at the airport, railway station, coach station or port of departure following a temperature check		€100 per person
Cancellation due to lack of Covid-19 vaccination		€100 per person
PRICE GUARANTEE		
Fuel surcharge	Medium-haul flights: €150 per person and €750 per booking Long-haul: €300 per person and €900 per booking	Trigger threshold: Medium-haul: €25 per person; Long-haul: €50 per person
Increase in airport taxes		
Currency exchange rate fluctuations		
MISSED DEPARTURE		
For a valid reason or during paid transport (pre-transport) => refund of a ticket to reach the destination	50 per cent of the package price 80% of the return ticket price if it is a flight-only booking	No excess
TRANSPORT DELAY (AIR, RAIL, SHIP)		
Compensation if departure is delayed by more than 4 hours	Reimbursement for missed days on a pro rata basis of the land-based price, up to a maximum of €150 per person per missed day, up to a maximum of €300 per person	4 hours
Costs of alternative transport following a delay	€200 per person, €2,000 per incident	4 hours
If there is a delay on arrival on the return journey	€100 per person	No excess
If there is a delay on the return journey resulting in an unplanned absence from the Insured Person's place of work	Lump-sum reimbursement of €150 per person per day of absence, up to a maximum of €300 per person, this clause cannot be combined with the above conditions for compensation on arrival	4 hours

UNABLE TO DEPART		
Transport costs (airport to home)	€50 per person, up to a maximum of €150 per claim	No excess
Costs arising from the postponement of the trip	10 per cent of the original trip price up to €230 per person and €1,000 per booking	No excess
LUGGAGE		
Including sports and leisure equipment	€3,000	€50 per claim or 10 per cent of the amount of the damage, subject to a minimum of €50 for sports and professional equipment
Including professional equipment		No excess
Costs of replacing identity documents	€155	No excess
Delayed delivery (essential goods)	€300 per person and €3,000 per incident	Threshold for cover: delay of more than 24 hours
Delivery costs resulting from a delay	€200 per person and €2,000 per incident	No excess
INTERRUPTION OF STAY OR ACTIVITIES		
Costs arising from interruption of stay	Pro rata: €8,000 per person; €40,000 per event	No excess
Business interruption costs	Pro rata: max. €100 per day per person	No excess
RETURN IMPOSSIBLE		
Costs of extending your stay	10 per cent of the insured trip price per additional night (min. €50 per night and max. 5 nights)	1 night
PRIVATE CIVIL LIABILITY ABROAD		
Bodily injury, property damage and financial loss	€4,500,000 per claim	€150 for property damage and financial loss None for bodily injury
Including consequential property damage and financial loss resulting from 'permanent disability'	€750,000 per claim	
Defence of your interests: criminal defence and claims following an accident		
Out-of-court or legal proceedings in the event of a dispute:	Up to €41,006	
Including settlement budget	€1,047	€296 in the event of an out-of-court settlement
Of which legal budget	Per dispute: - Court-appointed expert's report: €3,162 - Solicitors, bailiffs, costs and fees: subject to the limits set out in the regulations governing the profession - Solicitors' fees: subject to supporting documentation - Solicitors' fees: within the limits of the scale attached to the general provisions	€1,195 in the event of legal proceedings
Arbitrator's budget: in the event of a disagreement between the insured and the insurer	€277	
INDIVIDUAL ACCIDENT		
Permanent disability *	€10,000 per insured person	Threshold for cover: 10%
Death	€10,000 per insured person	Not applicable
Maximum per event	€1,500,000 per event	

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
Hospitalisation	Return ticket and hotel costs: €100 per night (max. 10 nights)	No excess
Continuation of stay as part of a package tour	€500	No excess
Extension of stay (insured person and one accompanying person)	Hotel costs: €100 per night (max. 10 nights)	No excess
Accompanying children under 18	Return ticket or hostess	No excess
Early return in the event of a family member's hospitalisation, the need to care for a minor and/or an adult with a disability who has remained at home, or the need for a professional replacement	Return ticket	No excess
Advance payment of hospitalisation costs and reimbursement of medical expenses abroad (including in the event of illness linked to an epidemic or pandemic), including the costs of hyperbaric chamber treatment in private or public facilities	Europe and Mediterranean countries: - €80,000 per person - Rest of the world: €150,000 per person	€50 per person
Dental emergency	€250	€50 per person
SPECIFIC ASSISTANCE IN THE EVENT OF AN EPIDEMIC OR PANDEMIC <i>Only if the Insured has taken out the policy with the epidemic or pandemic extension</i>		
ASSISTANCE COVER		
Telemedicine consultation before departure	1 call	No excess
Hotel costs following quarantine	Hotel costs: €150 per night per person (max. 14 nights)	No excess
Psychological support following quarantine	6 telephone consultations per incident	No excess
Return travel not possible	Max €1,000 per person and max €50,000 per group + Hotel costs: €150 per night per person (max. 14 nights)	No excess
Cover for a mobile phone package	Up to €80	No excess
Emergency luggage	Max. €100 per person and max. €350 per family	No excess
ADDITIONAL ASSISTANCE FOR INDIVIDUALS		
Home help	15 hours spread over 4 weeks	No excess
Grocery delivery	Maximum 15 days and 1 delivery per week	No excess
Psychological support following repatriation	6 telephone consultations per incident	No excess
ASSISTANCE IN THE EVENT OF DEATH		
Transport of the body	Actual costs	No excess
Cost of a coffin or urn	€2,300	No excess
Return journey for an insured accompanying person	Return ticket	No excess
Early return in the event of the death of a family member, the need to care for a minor child and/or an adult with a disability who has remained at home, or the need for a professional replacement	Return ticket	No excess

Identification of the body and death formalities	Return ticket and hotel costs: €100 per night (max. 2 nights)	No excess
TRAVEL ASSISTANCE		
Travel information (before and during the trip)		No excess
Advance payment of bail abroad	€15,000	No excess
Cover for lawyers' fees abroad	€13,000	No excess
Early return in the event of: - damage to the home - terrorist attack - natural disaster	Return ticket	No excess
Search and rescue costs at sea and in the mountains	€15,245	No excess
Transmission of urgent messages (from abroad only)		No excess
Delivery of medication	Postage costs	No excess
Assistance in the event of theft, loss or destruction of documents: - Information on the procedures - Assistance in the event of theft or loss of your travel documents	Organisation	No excess
Cash advance	€1,500	No excess

*If several insured persons are victims of the same accident, the death and permanent disability cover is limited to a total of €1,500,000, regardless of the number of victims, it being understood that the limit per person and per type of cover may not exceed that set out in the Table of Cover Amounts. Each of the benefits may be reduced in proportion to the ratio between the sum of €1,500,000 and the total benefits that would be payable to the victims were it not for this limit.

PREMIUM MULTIRISK INSURANCE POLICY & PREMIUM MULTIRISK INSURANCE POLICY WITH EPIDEMIC/PANDEMIC EXTENSION No. 4977

Only if the Insured has taken out the policy with the epidemic or pandemic extension may they benefit from Covid cover if the cause is covered.

Cover	Amount	Excess
CANCELLATION		
Illness, serious accident or death	€20,000 per person €100,000 per incident	No excess
Medical unfitness to practise sport		No excess
Pregnancy complications		No excess
Contraindication to vaccination		No excess
Job or work placement offered by Pôle Emploi		No excess
Job transfer		No excess
Redundancy		No excess
Theft / damage to business or private premises		No excess
Serious damage to the vehicle within 48 hours		No excess
Summoned to court		No excess
Summoned to a resit exam		No excess
Visa refusal		No excess
Separation of a couple		No excess
Loss or theft of documents 48 hours before departure		25 per cent of the cancellation fees
Changes to holiday entitlement made by the		25 per cent of the cancellation fees

employer	€20,000 per person €100,000 per event	
Terrorist attacks, riots, acts of piracy		25 per cent of the cancellation fees
Natural disasters		25 per cent of the cancellation fees
Unforeseeable events		25 per cent of the cancellation fees
Withdrawal by an insured person for a covered reason	€20,000 per person €100,000 per event	Excess applicable depending on the reason for cancellation
Changes and/or postponement fees		Excess applicable depending on the reason for cancellation

CANCELLATION IN THE EVENT OF AN EPIDEMIC OR PANDEMIC Only if the Insured has taken out the policy with the epidemic or pandemic extension		
Cancellation due to serious illness resulting from an epidemic or pandemic	€20,000 per person €100,000 per event	€100 per person
Cancellation due to refusal of boarding at the airport, railway station, coach station or port of departure following a temperature check		€100 per person
Cancellation due to lack of Covid-19 vaccination		€100 per person
PRICE GUARANTEE		
Fuel surcharge	Medium-haul: €150 per person and €750 per booking Long-haul: €300 per person and €900 per booking	Trigger threshold: Medium-haul: €25 per person; Long-haul: €50 per person
Increase in airport taxes		
Currency exchange rate fluctuations		
MISSED DEPARTURE		
For a valid reason or during paid transport (pre-transport): reimbursement of a ticket to reach the destination	50 per cent of the package price 80% of the return ticket price if it is a flight-only booking	No excess
TRANSPORT DELAY (AIR, RAIL, SHIP)		
Compensation if departure is delayed by more than 4 hours	Reimbursement for missed days on a pro rata basis of the land-based price, up to a maximum of €150 per person per missed day, up to a maximum of €300 per person	4 hours
Costs of alternative transport following a delay	€200 per person, €2,000 per incident	4 hours
In the event of a delay on the return journey	€100 per person	4 hours
If there is a delay on the return journey resulting in an unplanned absence from the Insured Person's place of work	Lump-sum reimbursement of €150 per person per day of absence, up to a maximum of €300 per person; this clause cannot be combined with the above conditions for compensation on arrival	4 hours
UNABLE TO DEPART		
Transport costs (airport to home)	€50 per person, up to a maximum of €150 per claim	No excess
Costs arising from the postponement of the trip	10 per cent of the original trip price up to €230 per person and €1,000 per booking	No excess
LUGGAGE		
including sports and leisure equipment	€3,000	€50 per claim or 10 per cent of the amount of the damage, with a minimum of €50 for sports and professional equipment
including professional equipment		No excess
Costs of replacing identity documents	€155	No excess
Delivery delay > 24 hours => essential items	€300 per person and €3,000 per incident	No excess
Delivery costs due to delayed delivery	€200 per person and €2,000 per event	No excess
INTERRUPTION OF STAY OR ACTIVITIES		
Costs arising from interruption of stay	Pro rata: €20,000 per person €100,000 per person	No excess
Activity interruption costs	Pro rata: max €100 per day per person	No excess
UNABLE TO RETURN		

Costs of extending your stay	10 per cent of the insured trip price per additional night (min. €50 per night and max. 5 nights)	1 night
PRIVATE CIVIL LIABILITY ABROAD		
Bodily injury, property damage and financial loss	€4,500,000 per claim	€150 for property damage and financial loss None for bodily injury
Including consequential material and non-material damages resulting from 'permanent disability'	€750,000 per claim	
Defence of your interests: criminal defence and claims following an accident		
Out-of-court or legal proceedings in the event of a dispute:	Up to €41,006	
Including settlement budget	€1,047	€296 in the event of an out-of-court settlement
Of which legal budget	Per dispute: - Court-appointed expert's report: €3,162 - Solicitors, bailiffs, costs and fees: subject to the limits set out in the regulations governing the profession - Solicitors' fees: subject to supporting documentation - Solicitors' fees: within the limits of the scale attached to the general provisions	€1,195 in the event of legal proceedings
Arbitrator's budget: in the event of a disagreement between the insured and the insurer	€277	
INDIVIDUAL ACCIDENT		
Permanent disability *	€10,000 per insured person	Threshold for cover: 10%
Death	€10,000 per insured person	Not applicable
Maximum per event	€1,500,000 per event	

Cover	Amount	Excess
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
Hospitalisation	Return ticket and hotel costs: €100 per night (max. 10 nights)	No excess
Continuation of stay as part of a package tour	€500	No excess
Extension of stay (insured person and one accompanying person)	Hotel costs: €100 per night (max. 10 nights)	No excess
Accompanying children under 18	Return ticket or hostess	No excess
Early return in the event of a family member's hospitalisation, the need to care for a minor and/or an adult with a disability who has remained at home, or the need for a professional replacement	Return ticket	No excess
Advance payment of hospitalisation costs and reimbursement of medical expenses abroad (including in the event of illness linked to an epidemic or pandemic), including the costs of hyperbaric chamber treatment in private or public facilities	- Europe and Mediterranean countries: €80,000 per person - Rest of the world: €150,000 per person	€50 per person
Dental emergency	€250	€50 per person

SPECIFIC ASSISTANCE IN THE EVENT OF AN EPIDEMIC OR PANDEMIC
Only if the Insured has taken out the policy with the epidemic or pandemic extension

ASSISTANCE COVER

Telemedicine consultation before departure	1 call	No excess
Hotel costs following quarantine	Hotel costs: €150 per night per person (max. 14 nights)	No excess
Psychological support following quarantine	6 telephone consultations per incident	No excess
Return travel not possible	Max €1,000 per person and max €50,000 per group + Hotel costs: €150 per night per person (max. 14 nights)	No excess

Cover for a mobile phone tariff	Up to €80	No excess
Emergency luggage	Max €100 per person and max €350 per family	No excess
ADDITIONAL PERSONAL ASSISTANCE		
Home help	15 hours spread over 4 weeks	No excess
Grocery delivery	Maximum 15 days and 1 delivery per week	No excess
Psychological support following repatriation	6 telephone consultations per incident	No excess
ASSISTANCE IN THE EVENT OF DEATH		
Transport of the body	Actual costs	No excess
Cost of a coffin or urn	€2,300	No excess
Return journey for an insured accompanying person	Return ticket	No excess
Early return in the event of the death of a family member, the need to care for a minor child and/or an adult with a disability who has remained at home, or the need for a professional replacement	Return ticket	No excess
Identification of the body and death formalities	Return ticket and hotel costs: €100 per night (max. 2 nights)	No excess
TRAVEL ASSISTANCE		
Travel information (before and during the trip)		No excess
Advance payment of bail abroad	€15,000	No excess
Cover for lawyers' fees abroad	€13,000	No excess
Early return in the event of: - damage to the home - terrorist attack - natural disaster	Return ticket	No excess
Search and rescue costs at sea and in the mountains	€15,245	No excess
Transmission of urgent messages (from abroad only)		No excess
Delivery of medication	Postage costs	No excess
Assistance in the event of theft, loss or destruction of documents: - Information on the procedures - Assistance in the event of theft or loss of your travel documents	Organisation	No excess
Cash advance	€1,500	No excess

*If several insured persons are victims of the same accident, the death and permanent disability cover is limited to a total of €1,500,000, regardless of the number of victims, it being understood that the limit per person and per type of cover may not exceed that set out in the Table of Cover Amounts. Each compensation payment may be reduced in proportion to the ratio between the sum of €1,500,000 and the total compensation that would be payable to the victims were this limit not in place.

GENERAL PROVISIONS

1. PURPOSE OF THE POLICY

The purpose of these General Terms and Conditions of the insurance and assistance contract entered into between MUTUAIDE ASSISTANCE, a company governed by the Insurance Code, and the Policyholder, is to set out the mutual obligations of MUTUAIDE ASSISTANCE and the Insured Persons as defined below. This contract is governed by the Insurance Code.

2. DEFINITIONS

INSURED PERSON: The Insured Persons are defined as natural persons travelling through the Policyholder and who have taken out this contract, hereinafter referred to as 'You'.

INSURER: The insurance cover, excluding third-party liability, and the assistance services defined in this contract are provided and administered by MUTUAIDE ASSISTANCE, 126 Rue de la Piazza, 93160 Noisy-le-Grand – S.A. with a share capital of €12,558,240, fully paid up – a company governed by the Insurance Code, RCS 383 974 086 Bobigny – VAT No. FR 31 3 974 086.

For Third-Party Liability and Personal Accident cover whilst abroad, the Insurer is GROUPAMA D'OC – 14 rue de Vidailhan – CS 93131 – 31131 BALMA Cedex, Caisse Régionale d'Assurances Mutuelles Agricoles d'Oc – RCS Toulouse 391 851 557. A company governed by the Insurance Code and subject to the Autorité de contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex.

ACCIDENT: any sudden, unforeseen event and/or one external to the victim or the damaged property, constituting the cause of the damage.

ACCIDENT (INJURY TO A PERSON): A sudden and fortuitous event affecting the Insured, not caused intentionally by the Insured, resulting from the sudden action of an external cause.

SERIOUS ACCIDENT: Any temporary or permanent impairment to your physical integrity, medically confirmed, resulting in the cessation of all professional or other activities and requiring documented medical follow-up and supervision.

CANCELLATION: The outright cancellation of the trip you have booked, resulting from the grounds and circumstances triggering the application of the cover, as set out in the section 'TRIP CANCELLATION'.

TERRORIST ATTACK: 'Terrorist attack' means any act of violence constituting a criminal or illegal attack against persons and/or property in the country to which you are travelling, intended to seriously disrupt public order through intimidation and terror, and which is reported in the media. Such a Terrorist Attack must be recognised by the French Ministry of Foreign and European Affairs.

BENEFICIARY: A person entitled to benefits paid not in their own right, but by virtue of their relationship with the Insured Person.

LUGGAGE: Travel bags, suitcases, trunks and their contents, excluding the clothing you are wearing. **NATURAL DISASTER:** A natural disaster is defined as a phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, caused by the abnormal intensity of a natural force, and recognised as such by the public authorities.

COM: Saint Pierre and Miquelon, Saint Martin and Saint Barthélemy.

BROKER/INTERMEDIARY: 'Broker/Intermediary' means XPLOASSUR – 74–78 Rue Anatole France, 92300 Levallois-Perret, acting on behalf of the policyholder in dealings with MUTUAIDE.

FAR-FLUNG DESTINATIONS: The following countries are considered 'far-flung destinations': South Africa, Argentina, Bali, Cambodia, Canada, Chile, China, Costa Rica, Cuba, the United States, Guadeloupe, India, Kenya, Madagascar, Martinique, Mauritius, Mexico, the Dominican Republic, Réunion, Tanzania, Thailand, Vietnam and Zanzibar.

RESIDENCE: Residence refers to your main and habitual place of residence, as stated on your income tax notice.

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

EPIDEMIC: An abnormally high incidence of a disease during a given period and in a given region.

ABROAD: The term 'abroad' refers to the whole world, excluding your country of residence and the excluded countries.

EUROPE: 'Europe' refers to the following countries: Germany, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, mainland France, Gibraltar, Hungary, Greece, Ireland, Italy and its islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, the Principality of Monaco, Norway, the Netherlands, Poland, Portugal, Romania, the United Kingdom, Slovakia, Slovenia, the Czech Republic, San Marino, Sweden and Switzerland. **EVENT:** Any occurrence giving rise to harmful consequences, which may result in the activation of one or more cover provisions under the contract.

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

EXCESS: The portion of the compensation for which you are liable.

HOSPITALISATION: Any admission of an Insured Person to a healthcare facility (hospital or clinic) prescribed by a doctor, following an Accident or Illness, and involving at least one night's stay.

IMMOBILISATION: Physical incapacity (total or partial) to move, as certified by a doctor, resulting from an Illness or an Accident, and requiring rest at home or on site. This must be substantiated by a medical certificate or, at the Insured Person's discretion, by a detailed sick note.

LONG-HAUL: All countries not listed under 'Medium-Haul'.

ILLNESS: A medical condition duly confirmed by a competent medical authority.

SERIOUS ILLNESS: A sudden and unforeseeable deterioration in health, confirmed by a competent medical authority, resulting in the issue of a prescription for medication for the patient and necessitating the cessation of all professional or other activities.

FAMILY MEMBER: Your legal or de facto spouse or any person with whom you are in a civil partnership (PACS), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers and 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 and daughters-in-law, or those of your spouse. They must be resident in the same country as you, unless otherwise specified in the contract.

MID-RANGE DESTINATIONS: The following countries are considered 'Mid-Range' destinations: Albania, Algeria, Andorra, Germany, Austria, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, the Canary Islands, Cape Verde, Cyprus, Croatia, Denmark, Spain and its islands, Egypt, Estonia, Finland, France, Greece and its islands, Hungary, Ireland, Iceland, Israel, Italy and its islands, Jordan, Latvia, Lebanon, Libya, Liechtenstein, Luxembourg, Lithuania, Macedonia, Madeira, Malta, Morocco, Moldova, Monaco, Norway, the Netherlands, Poland, Portugal, Czech Republic, Slovak Republic, Romania, United Kingdom, Russia, Senegal, Slovakia, Sweden, Switzerland, Syria, Tunisia, Turkey, Ukraine, Vatican City and Yugoslavia.

PANDEMIC: An epidemic that spreads across a vast area, crossing borders, and is classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities in the country where the incident occurred.

COUNTRY OF ORIGIN: Your country of residence is considered to be your country of origin.

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

POM: French Polynesia, New Caledonia.

QUARANTINE: Isolation of a person, in the event of a suspected or confirmed illness, ordered by a competent local authority, with a view to preventing the risk of the said illness spreading in the context of an epidemic or pandemic.

REPATRIATION: Transport of the Insured Person organised by us following an Illness or an injury resulting from an Accident, carried out in accordance with the conditions and procedures set out in the section 'TRANSPORT/REPATRIATION'.

INSURANCE CLAIM: An 'Insurance Claim' means any fortuitous event of such a nature as to trigger one of the cover provisions of this policy.

INCIDENT AT HOME: Fire, burglary or water damage occurring at your home whilst you are travelling, and substantiated by the documents required under the 'EARLY RETURN IN THE EVENT OF AN INCIDENT AT HOME' benefit.

POLICYHOLDER: the tour operator, with its registered office in France, which takes out this policy on behalf of its customers, hereinafter referred to as the Insured Persons.

WEAR AND TEAR: Depreciation in the value of an item caused by use, or its state of maintenance, on the date of the Incident.

AGEING: A reduction in the value of an item caused by the passage of time on the date of the Incident.

SCHEDULED FLIGHT: A scheduled flight operated by a commercial aircraft, the precise timings and frequency of which correspond to those published in the 'Official Airlines Guide'.

'CHARTER' FLIGHT: A flight chartered by a travel organisation as part of a non-scheduled service.

TRAVEL: a trip or stay lasting a maximum of 90 days, organised and sold or provided by an authorised organisation or intermediary and scheduled to take place during the period of validity of this contract.

3. WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The cover applies worldwide, outside your place of residence. Excluded are countries in a state of civil or foreign war, of well-known political instability or experiencing popular unrest, riots, acts of terrorism, reprisals, restrictions on the free movement of people and goods (for whatever reason, including health, security, weather, etc.) or the disintegration of the atomic nucleus or any radiation emanating from a radioactive energy source.

4. HOW TO USE OUR SERVICES?

YOU NEED ASSISTANCE

In the event of an emergency, it is essential to contact the local emergency services for any issue falling within their remit. To enable us to assist you, we recommend that you prepare your call in advance.

We will ask you for the following information:

- your surname(s) and first name(s),
- your exact location, your address and a telephone number where you can be reached,
- your contract number.

You must:

- call us immediately on 01 55 98 57 72 (or 33 1 55 98 57 72)
- obtain our prior approval before taking any action or incurring any expenditure,
- comply with the solutions we recommend,
- provide us with all the relevant details relating to the policy taken out,
- provide us with all original supporting documents for the expenses for which reimbursement is sought.

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

We will provide cover on the express condition that the event giving rise to the claim was uncertain at the time of taking out the policy and at the time of departure.

Consequently, cover does not apply to an event arising from a pre-existing illness and/or injury that has been diagnosed and/or treated and which has resulted in continuous hospitalisation, day hospitalisation or outpatient treatment within the 6 months preceding the request for assistance, whether this involves the onset or the worsening of the condition in question.

In any event, our assistance cannot replace the services provided by local public authorities or any other parties whom we are obliged to call upon under local and/or international regulations.

YOU WISH TO REPORT A CLAIM COVERED UNDER THE INSURANCE POLICY

Within 2 working days of becoming aware of the claim under the 'LUGGAGE AND PERSONAL BELONGINGS' cover, and within 5 days in all other cases, you or any person acting on your behalf must notify your tour operator and lodge a claim with:

XPLORASSUR

74-78 Rue Anatole France
92300 LEVALLOIS PERRET

Website for reporting or checking the status of a claim: sinistre.xplorassur.com

PLEASE NOTE:

If you inform your tour operator of your intention to cancel at a late stage, we will only cover the cancellation costs contractually payable on the date the event giving rise to the claim occurred, and you will remain your own insurer for the difference.

5. FALSE DECLARATIONS

Where they alter the nature of the risk or reduce our assessment of it:

- any concealment of facts or intentionally false statement on your part will render the contract void. We shall retain any premiums paid, and we shall be entitled to demand payment of any outstanding premiums, as provided for in Article L 113-8 of the Insurance Code;
- any omission or inaccurate statement on your part where bad faith has not been established shall result in the termination of the contract 10 days after notification is sent to you by registered post and/or the application of the reduction in compensation provided for in the Insurance Code, as set out in Article L 113-9.

6. FORFEITURE OF COVER AND BENEFITS DUE TO FRAUDULENT DECLARATION

In the event of a claim or a request for assistance under the insurance cover and/or assistance services (as set out in these General Terms and Conditions), if you knowingly you use inaccurate documents as supporting evidence, or resort to fraudulent means, or make inaccurate or incomplete statements, you will forfeit all rights to the insurance cover and assistance services provided for in these General Terms and Conditions for which such declarations are required.

7. WHAT SHOULD YOU DO WITH YOUR TICKETS?

Where transport is organised and covered under the terms of the contract, you undertake either to allow us to use the travel document(s) in your possession, or to reimburse us for any amounts you may be refunded by the issuer of your travel document(s).

DESCRIPTIONS OF INSURANCE COVER

CHANGE / CANCELLATION

1. WHAT WE COVER

We will reimburse you for any deposits or sums retained by the tour operator, subject to the terms and conditions of the tour (excluding booking fees and insurance premiums), should you be obliged to cancel your trip before departure.

2. IN WHICH CASES WE PROVIDE COVER

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

REASONS GIVING RISE TO A CLAIM (WITH AN EXCESS FOR COVID-RELATED REASONS)

SERIOUS ILLNESS (including serious illness resulting from an epidemic or pandemic), **SERIOUS ACCIDENT OR DEATH**, including the worsening of pre-existing conditions and the after-effects of a previous accident:

- to yourself, your legal or de facto spouse, or the person accompanying you, provided they are listed on the same policy,
- your ascendants or descendants and/or those of your spouse or those of the person accompanying you, provided they are listed on the same policy,
- your brothers and 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 and daughters-in-law,
- your professional substitute, provided that their name is specified when taking out the policy,
- the person responsible, during your trip, for:
 - looking after your minor children, provided that their name is specified when the policy is taken out,
 - caring for a person with a disability, provided that they live in the same household as you, that you are their legal guardian, and that their name is specified when the policy is taken out.

CANCELLATION DUE TO DENIED BOARDING

Denied boarding at the airport, railway station, coach station or port of departure following a temperature check organised by the health authorities of the country of departure or the transport company with which you are travelling.

(Proof issued by the transport company that refused you boarding, or by the health authorities of the country of departure, must be provided to us; in the absence of such proof, no compensation will be payable).

LACK OF COVID-19 VACCINATION

Where, at the time of taking out this policy, the destination country did not require vaccination against Covid-19 for entry into its territory, but where, at the time of your departure, it does require it:

- and that you are no longer within the required timeframe to receive this vaccination, which would allow you to travel,
- or that you are unable to receive this vaccination due to a medical contraindication.

It is your responsibility to prove that the circumstances entitling you to our benefits are genuine; we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not substantiate the facts.

MEDICAL CONTRAINDICATION TO PARTICIPATING IN THE ACTIVITY FOR WHICH THE HOLIDAY IS INTENDED, supported by a medical certificate specifying the inability to take part in the planned activity.

COMPLICATIONS ARISING FROM PREGNANCY which result in the complete cessation of all professional activity, provided that, at the time of departure, the insured person is not more than 7 months pregnant.

CONTRAINDICATION TO VACCINATION

THE OFFER OF A JOB OR WORK PLACEMENT IF THE INSURED PERSON IS REGISTERED AS UNEMPLOYED (Pôle Emploi) commencing before or during your trip.

A JOB TRANSFER REQUIRING YOU TO MOVE BEFORE YOUR RETURN FROM YOUR TRIP Provided that your job transfer was not known at the time this policy was taken out.

REDUNDANCY

- of yourself,
- or your spouse.

Provided that the decision was not known at the time of booking your trip or taking out this policy.

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

THEFT FROM BUSINESS OR PRIVATE PREMISES: The scale of the theft must be such as to require your presence and must occur within 48 hours prior to your departure.

SERIOUS DAMAGE TO YOUR VEHICLE occurring within 48 hours before your departure, rendering the vehicle irreparable within the time required for you to reach the meeting point specified by the tour operator or your place of stay on the originally scheduled date, and provided that your vehicle is essential for you to reach that destination.

A COURT SUMMONS THAT CANNOT BE POSTPONED: The date of the summons must fall within the period of your trip.

SUMMONS TO A RESIT EXAM following a failure not known at the time of booking the trip (higher education only), provided that the exam is due to take place during your trip.

REJECTION OF A TOURIST VISA BY THE COUNTRY'S AUTHORITIES No previous application must have been made to and rejected by these authorities for the same country. Proof from the Embassy will be required.

SEPARATION OF A MARRIED COUPLE, CIVIL PARTNERSHIP OR COHABITATION This cover is only granted upon presentation of legal and administrative documents proving the genuine nature of the separation or cohabitation (divorce proceedings, termination of a civil partnership agreement, any documents attesting to the couple's cohabitation, electricity, gas and telecoms bills, joint bank accounts, joint tax returns, etc.).

GROUNDINGS GIVING RISE TO A CLAIM WITH A SPECIFIC EXCESS

LOSS OR THEFT OF AN IDENTITY CARD OR PASSPORT within 48 hours prior to departure, provided these documents are essential for your trip. A specific excess, as set out in the Table of Cover Amounts, remains at your expense.

CHANGES TO PAID HOLIDAY DATES MADE BY THE EMPLOYER: Holidays must have been granted by the employer prior to booking the trip. The following socio-professional categories are excluded from this cover: business owners, self-employed professionals, craftspeople and casual workers in the entertainment industry. A specific excess, as indicated in the Table of Cover Amounts, remains at your expense.

ATTACK, RIOT, ACT OF TERRORISM, ACT OF PIRACY Committed in the destination city or cities or in the city or cities where you are staying (or within a 100-kilometre radius) and within 30 days prior to your departure date. A specific excess, as set out in the Table of Cover Amounts, remains at your expense.

NATURAL DISASTER OCCURRING ABROAD In the destination city or cities where you are staying, provided the following conditions are met:

- The event has caused property damage and bodily injury in the destination city or cities or the city or cities of stay
- Your departure date is scheduled to be less than 30 days after the date on which the event occurred
- No similar event has occurred in the destination city or cities or in the city or cities where you are staying within the 30 days preceding the booking of your travel arrangements.
- A specific excess, as set out in the Table of Cover Amounts, remains at your expense.

FORTUITOUS EVENTS In all cases of cancellation that were unforeseeable at the time of taking out this policy, beyond your control and justified. A specific excess, as set out in the Table of Cover Amounts, remains at your expense.

WITHDRAWAL BY AN INSURED PERSON In the event of cancellation, for a valid reason, by one or more persons (up to a maximum of 8 persons) who booked at the same time as you and are insured under this policy. An excess, applicable depending on the reason for cancellation and specified in the Table of Cover Amounts, remains at your expense.

COSTS OF AMENDING AND/OR POSTPONING A HOLIDAY for a reason covered under the cancellation cover, provided these costs are lower than the full cancellation costs. An excess, applicable depending on the reason for cancellation and set out in the Table of Cover Amounts, remains your responsibility.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract and set out in the paragraph 'EXCLUSIONS COMMON TO ALL RISKS' in the chapter 'SCOPE OF THE CONTRACT', The 'TRAVEL CANCELLATION' cover does not cover the inability to travel due to border closures, the organiser's practical arrangements for the trip, or the accommodation or safety conditions at the destination (with the exception of the reasons covered under this policy).

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

- Any event, illness or accident that was first diagnosed, relapsed, worsened or resulted in hospitalisation between the date of purchase of the holiday and the date of taking out the insurance policy,
- Any circumstance that merely detracts from the enjoyment of the holiday,
- Pregnancy, including its complications beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,
- Failure to have a vaccination,
- Any failure on the part of the carrier, including financial failure, rendering it impossible for the carrier to fulfil its contractual obligations,
- A lack of or excessive snow cover,
- Any medical condition where the diagnosis, symptoms or their cause are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalisation lasting more than 4 consecutive days following the taking out of this Policy,
- Pollution, local health conditions, natural disasters falling within the scope of the procedure set out in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- The consequences of any criminal proceedings against you,
- Any other event occurring between the date of taking out the insurance policy and the departure date of your trip
- Any event occurring between the date on which the trip was booked and the date on which the insurance policy was taken out.
- The absence of a fortuitous event,
- An intentional and/or unlawful act, the consequences of being under the influence of alcohol or drugs, or the consumption of any narcotic substance listed in the Public Health Code, or of medicines and treatments not prescribed by a doctor,
- The mere fact that the geographical destination of the trip is advised against 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 under the Tourism Code in force,
- Failure to present, for any reason whatsoever, documents essential for the trip, such as a passport, identity card, visa, travel tickets or vaccination record, except in the event of theft of the passport or identity card within 48 hours prior to departure.

4. AMOUNT OF COVER

We will cover the cost of cancellation fees incurred on the date of the event that may trigger the cover, in accordance with the travel organiser's general terms and conditions of sale, subject to a maximum amount and an excess as set out in the Table of Cover Amounts.

5. HOW LONG YOU HAVE TO REPORT THE CLAIM

You must immediately notify the travel agency or organiser and report your claim to Xplorassur within 5 working days of the event triggering the cover. After this period, if we suffer any loss as a result of the late notification, you will forfeit all rights to compensation. In the event of cancellation and/or late notification, we will only cover the cancellation fees payable on the date the incident giving rise to the cancellation occurred.

6. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your claim must be accompanied by:

- in the event of Illness or Accident, a medical certificate specifying the cause, nature, severity and foreseeable consequences of the Illness or Accident, as well as a photocopy of the sick note and photocopies of the prescriptions showing the labels of the prescribed medicines or, where applicable, the results of any tests and examinations carried out,
- in the event of redundancy, a photocopy of the redundancy letter, a photocopy of the employment contract, and a photocopy of the payslip confirming the final settlement,
- in the event of pregnancy complications, a photocopy of the antenatal examination form and a photocopy of the sick note,
- in the event of death, a death certificate and proof of family relationship (civil status record),
- in all other cases, any supporting documentation.

The medical certificate must be enclosed in a sealed envelope addressed to the Medical Adviser whom we will appoint.

To this end, you must release your doctor from the duty of medical confidentiality in relation to this Medical Adviser. On pain of forfeiture, the Insured Person claiming under the cover must submit all the documents required under the contract without being able to invoke, except in cases of force majeure, any grounds preventing their production. If you refuse to do so without valid reason, you risk losing your entitlement to cover. By express agreement, you acknowledge our right to make the claim subject to compliance with this condition.

You must also provide us with any information or documents we may request to substantiate the reason for your Cancellation, including in particular:

- statements from the National Insurance scheme 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 booking form issued by the travel agency or the organiser,
- 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, 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 such proof, no compensation will be payable).
- and any other necessary documents.

PRICE GUARANTEE

1. WHAT WE GUARANTEE

In the event of a price revision for your trip occurring between the date of booking and the date of payment of the balance for your trip, provided that this date is no less than 20 days before departure, we guarantee, up to the limit set out in the Table of Guarantee Amounts, the reimbursement of any additional costs resulting from an increase in the price of the trip. Our guarantee applies only in the event of:

- An increase in the fuel surcharge calculated on the basis of a change in the cost of air transport, directly linked to a rise in the cost of fuel (and measured on the basis of the weekly average JET CIF NWE index), occurring between the date of booking and the date on which the balance of your trip is paid, provided that this date is at least 20 days before departure.
- Increases in the cost of taxes and charges, such as airport landing, boarding and disembarkation charges, occurring between the date of booking and the date on which the balance of your trip is paid (provided that this date is no less than 20 days before departure).
- Fluctuations in exchange rates occurring between the date of booking and the date on which the balance of your trip is paid (provided this date is no less than 20 days before departure). Any increase in the price of your trip for reasons other than those mentioned above does not entitle you to a refund. Only claims submitted as a single claim after the final invoice has been issued and the balance has been paid to the travel agency will be considered.

2. AMOUNT OF COVER

We will provide cover up to the limits set out in the Table of Cover Limits.

3. WHAT IS EXCLUDED

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

- Any increase in the price of your trip resulting from the booking of new services or from a change to your original booking,
- Any increase in the price of your trip resulting from any form of failure, including financial failure, on the part of your tour operator or carrier, rendering it impossible for them to fulfil their contractual obligations.

Coverage threshold: We cover additional costs incurred between the date of booking and the date on which the balance of your trip is paid, provided that this date is no less than 20 days before departure, subject to the coverage threshold set out in the Table of Cover Amounts.

4. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must report your claim to Xplorassur within 5 working days of the balance of your trip being invoiced, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer a loss as a result of the late notification, you will forfeit all entitlement to compensation.

Your claim must be accompanied by the original booking form for the trip, the invoice notifying you of the price revision for your trip (specifying the increase in the fuel surcharge or airport taxes), and the agency's final balance invoice

MISSED DEPARTURE

1. WHAT WE COVER

If you miss your flight at the start of your outbound journey due to one of the events mentioned above in the Cancellation cover, except in the case of a timetable change caused by the carrier, we will reimburse the cost of a new ticket to the same destination, provided that you depart within 24 hours and **within the limits set out in the Table of Cover Amounts**.

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 merely detracts from the enjoyment of your trip,
- Any failure of any kind, including financial, on the part of your tour operator or carrier, rendering it impossible for them to fulfil their contractual obligations,
- Epidemics, the local health situation, pollution, weather or climatic events,
- Natural disasters falling within the scope of the procedure set out in Law No. 82-600 of 13 July 1982,
- Any criminal proceedings to which you may be subject,
- Any event occurring between the date on which you booked your travel services and the date on which this contract was taken out.

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 means possible (fax, email, or a written statement against receipt) as soon as the event preventing your departure occurs.

You must report your claim to Xplorassur within 5 working days of the event triggering the cover, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer any loss as a result of the late notification, you will forfeit all entitlement to compensation. It shall be your responsibility to provide us with any documents and information necessary to assess the amount of your compensation, in particular:

- the 'unused' one-way flight ticket,
- the passenger receipt for the rebooked ticket,
- the boarding pass for the rebooked ticket.

TRANSPORT DELAY

1. WHAT WE COVER

In the event of a delay to a flight, train or ferry, we will pay you a lump-sum compensation, **subject to the limits set out in the Table of Cover Amounts (4-hour excess)**.

- a flight or ferry delay of more than 4 hours compared with the originally scheduled departure time on any scheduled flight for which timetables have been published, or on charter flights for which the timetables are indicated on the flight ticket or communicated to the insured person by the travel organiser;
- a train delay of more than 4 hours compared with the arrival time originally 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 destination countries specified in your Special Conditions.

2. WHAT IS EXCLUDED

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

- The temporary or permanent withdrawal of an aeroplane, ship or train ordered by airport authorities, administrative authorities, civil aviation authorities or any other authority, provided that this was announced more than 24 hours before the departure date of your journey,
- The cancellation of the flight or train on which your booking was confirmed, for whatever reason,
- Flights that you have not confirmed in advance, unless you were prevented from doing so by a strike or a force majeure event,
- Failure to be admitted on board, resulting from failure to meet the deadline for checking in luggage and/or presenting yourself for boarding,
- Any event that jeopardises your safety during the journey, provided that the destination is not recommended by the Foreign Office.

3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must report your claim to Xplorassur within 5 working days of the event giving rise to the cover, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer any loss as a result of the late notification, you will forfeit all entitlement to compensation.

It is your responsibility to provide us with any documents and information necessary to substantiate the reason for the transport delay and to assess the amount of your compensation, namely, in particular:

- a certificate issued by the carrier specifying the reason for, and the duration of, the delay you experienced, and confirming that you had indeed booked your journey, as well as the original of your boarding pass,
- your travel tickets.

UNABLE TO DEPART

1. WHAT WE COVER

The 'Unable to Depart' cover does not cover the inability to depart due to a failure on the part of the organiser (tour operator, travel agency, airline, etc.) and/or the Insured Company in the practical organisation of the trip.

- The 'Unable to Depart' cover applies to the Insured Person if they are unable to take their scheduled outbound flight to their destination on the planned date as a result of the total or partial closure of the departure or arrival airport due to a force majeure event.
- It is noted that, with the exception of the above-mentioned exemptions, all provisions of the Main Contract, in particular the exclusions, remain applicable in accordance with the terms of the General Provisions.

2. AMOUNT OF COVER

• Transport costs (Airport to Home):

We shall reimburse the Insured, upon presentation of the original supporting documents and up to the amounts set out in the table of cover, for the cost of return transport from the airport to their home following the official announcement of the cancellation of their flight. Transport costs are defined as the sums paid by the Insured to use one of the following modes of transport: taxi, bus, RER, metro or train.

• Costs arising from the postponement of the trip:

We will reimburse the Insured Person, if they are forced to postpone their trip and the travel organiser offers them this option, for the difference in price between the cost of the new trip and that of the original trip, subject to the limits set out in the table of cover.

'Price difference' means the difference in price between the new trip and the postponed trip, excluding visa and administration fees. This cover is granted to the Insured provided that the new trip is identical to the postponed one, namely:

- the same number of people, provider, duration, destination, services and season for a tour operator,
- the same booking class for an airline or a cruise.

In all cases, the Insured must provide evidence of the difference between the two trips by producing, for each, an invoice setting out the details of the services provided.

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

- Attendance at a wedding
- A holiday to attend an exceptional event (e.g. a World Cup football match, the Olympic Games, a one-off concert, etc.)

We will then reimburse the Insured Person for the cancellation costs of the holiday to supplement, in whole or in part, the refund from the Tour Operator. No other costs will be covered. The Insured Person must provide evidence of the planned event and its exceptional nature, and that it cannot be postponed beyond the dates of the holiday.

3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must report your claim to Xplorassur within 5 working days of the event triggering the cover, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer a loss as a result of the late notification, you will forfeit all entitlement to compensation.

LUGGAGE

1. WHAT WE COVER

We cover, **within the limits set out in the Table of Cover Limits**, your luggage, personal belongings and effects (including your sports equipment), whilst outside your main residence or holiday home, against:

- theft,
- total or partial destruction,
- loss whilst in transit with a transport company,
- the theft of identity documents.

In the event that your passports, identity card (or residence permit), vehicle registration document or driving licence have been stolen, we will cover the costs of replacing these documents upon presentation of supporting documents.

Sports equipment (equipment, gear and specialist clothing intended exclusively for the practice of a sport) is also covered.

Photographic (excluding mobile phones), cinematographic, radio, sound or image recording or reproduction equipment, as well as their accessories, are covered only against theft and only when they are being carried or used by the Insured Person.

2. LIMITATION ON REIMBURSEMENT FOR CERTAIN ITEMS

For valuables, pearls, jewellery and watches worn on the person, furs, as well as any sound and/or image reproduction devices and their accessories, hunting rifles and laptops, the reimbursement value shall under no circumstances exceed 50 per cent of the insured sum stated in the Table of Insured Sums.

Furthermore, the items listed above are only covered against theft.

If you are using a private car, the risks of theft are covered provided that luggage and personal effects are kept in the vehicle's locked boot and out of sight. Only theft by breaking and entering is covered. If the vehicle is parked on a public road, cover is only provided between 7.00 am and 10.00 pm.

Luggage purchased during your stay or journey is covered up to a maximum of 25 per cent of the sum insured.

Competition sports equipment is only covered for loss or destruction whilst being transported by a duly authorised transport company.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy and set out in the paragraph 'EXCLUSIONS COMMON TO ALL RISKS' in the chapter 'SCOPE OF THE POLICY', we cannot provide cover in the circumstances set out below:

- The theft of luggage, personal effects and personal items left unattended in a public place or stored in premises made available for shared use by several people,
- The loss or misplacement of items (except where caused by a transport company), the exchange of items,
- Theft without forced entry, duly recorded and reported by an authority (police, gendarmerie, transport company, flight attendant, etc.),
- Theft committed by your staff whilst carrying out their duties,
- Accidental damage caused by the spillage of liquids, greasy substances, dyes or corrosive substances contained in your luggage,
- Confiscation of property by the authorities (customs, police),
- Damage caused by moths and/or rodents, as well as by cigarette burns or a non-incandescent heat source,
- Theft from a convertible and/or estate car or any other vehicle without a boot; cover remains valid provided the luggage cover supplied with the vehicle is used,
- Collections and sales representatives' samples,
- The theft, loss, misplacement or damage to cash, documents, books, passports, identity documents, travel tickets and credit cards,
- The theft of jewellery when it has not been placed in a locked safe or is not being worn,
- Breakage of fragile items such as porcelain, glass, ivory, pottery and marble,
- Indirect damage such as depreciation and loss of use,
- The items listed below: any prostheses, equipment of any kind, bicycles, trailers, securities, paintings, keys of any kind, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcoholic drinks, works of art, fishing rods and cosmetics.

4. AMOUNT OF COVER

The amount specified in the Table of Cover Amounts represents the maximum reimbursement for all Claims arising during the period of cover. An Excess, as specified in the Table of Cover Amounts, will be deducted per Claim.

5. HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated on the basis of the replacement value of equivalent items of the same nature, less wear and tear. Under no circumstances will the proportional rule set out in Article L 121-5 of the Insurance Code apply.

6. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must report your claim to Xplorassur within 5 working days of the event giving rise to the claim, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer any loss as a result of the late notification, you will forfeit all entitlement to compensation.

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

Your claim must be accompanied by the following documents:

- a receipt confirming that a complaint or report of theft has been filed with an authority (police, gendarmerie, transport company, flight attendant, etc.) in the event of theft or loss,
- the carrier's (maritime, air, rail or road) loss reports where your luggage or items have been lost whilst in the carrier's legal custody,
- the baggage check-in receipt for baggage delivered late by the transport company and proof of the late delivery.

Should you fail to provide these documents, we shall be entitled to claim compensation from you equal to the loss we have suffered as a result.

The sums insured cannot be regarded as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property.

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

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

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

You must notify us immediately by registered letter as soon as you become aware of this.

- If we have not yet paid you the compensation, you must take back possession of the items; we will then only be liable for payment of any damage or missing items.
- If we have already paid you compensation, you may choose within 15 days:
 - either to relinquish the items,
 - or to reclaim the items, subject to the repayment of the compensation you have received, less any damage or missing items. If you have not made a choice within 15 days, we will assume that you have opted to relinquish the items.

9. DELAYED DELIVERY OF LUGGAGE

In the event that your personal luggage, checked in with the airline that carried you, is not handed over to you at the destination airport on your outward journey, or if it is returned to you more than 24 hours late, you will receive a lump-sum compensation **as set out in the Table of Cover Amounts**, to help cover the costs you have incurred in purchasing essential items.

This compensation cannot be combined with the main 'LUGGAGE' cover set out in the Table of Cover Amounts.

INTERRUPTION OF STAY

1. WHAT WE COVER

We will reimburse you on a pro rata basis, **up to the amounts specified in the Table of Cover Amounts**, for the cost of your holiday, booked through a tour operator, which has already been paid for but not used (excluding transport), from the day following the event leading to your early return, in the following cases:

- following your medical repatriation organised by us,
- if a close relative (your spouse, a parent, or a child of yourself or your spouse) is hospitalised or dies, or if one of your brothers or sisters dies, and, as a result, you are forced to cut short your holiday,
- if an incident (burglary, fire, water damage) occurs at your home and this absolutely requires your presence, and as a result you have to cut short your holiday,
- if a terrorist attack or a natural disaster occurs at your destination during your holiday within a 100 km radius of your holiday accommodation, and you are consequently forced to cut short your holiday.

2. AMOUNT OF COVER

The compensation is proportional to the number of unused days of your holiday. In determining the compensation, administrative fees, visa fees, insurance costs, tips, as well as 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 occurs

2/ Upon your return, you must report your claim to Xplorassur within 5 working days of the event giving rise to the cover, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer any loss as a result of the late report, you will forfeit all entitlement to compensation.

You must send us any documents we may request to substantiate the reason for your interruption of your trip.

Furthermore, if the reason for your early return is illness or a personal injury, you must provide our medical adviser with all the information or documents necessary to assess the validity of your claim.

INTERRUPTION OF ACTIVITIES

1. WHAT WE COVER

We will reimburse you on a pro rata basis for the cost of any sports or leisure activity packages that have already been paid for but not used (**excluding transport**) if you have to interrupt these activities for one of the following reasons:

- medical repatriation, organised by MUTUAIDE ASSISTANCE or by another assistance provider,
- a medical contraindication to taking part in the main activity of your holiday.

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

2. AMOUNT OF COVER

The compensation is:

- proportional to the number of unused days of the sports or leisure activity package,
- payable from the day following the complete cessation of the covered activities,
- calculated on the basis of the total price per person of the activity package, **up to the maximum limit set out in the Table of Cover Amounts**.

The following will be deducted from the compensation: administration fees, visa fees, insurance costs, tips, as well as any refunds or compensation granted by the organisation from which you purchased your activity package.

3. YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

1/ Contact MUTUAIDE ASSISTANCE as soon as your claim arises

2/ Upon your return, you must report your claim to Xplorassur within 5 working days of the event giving rise to the cover, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer a loss as a result of the late report, you will forfeit all entitlement to compensation. You must send us any documents we may request to substantiate the reason for your trip being cut short.

IMPOSSIBLE RETURN

1. WHAT WE COVER

The 'Unable to Return' cover does not cover the inability to depart due to a failure on the part of the organiser (tour operator, travel agency, airline, etc.) and/or the insured company in the practical organisation of the trip.

- The 'Unable to Return' cover applies to extensions of stay resulting directly or indirectly from a natural disaster or an act of terrorism, by way of derogation from the main contract in the event that the latter excludes natural disasters and/or acts of terrorism.
- It is noted that, with the exception of the aforementioned derogation, all provisions of the Main Contract, in particular the exclusions, remain applicable in accordance with the terms of the General Provisions.

2. THE AMOUNT OF COVER

Cover is provided up to the limit specified in the table of cover.

Furthermore, notwithstanding the section 'Terms of cover, Commencement and Duration of Cover' in the Common Provisions of this contract, we agree that, should you be obliged to remain at your place of stay beyond the originally scheduled return date for a reason beyond your control which constitutes force majeure and is justified, the cover provided for in the contract shall be automatically extended for the duration of your stay (excluding any interruption of your stay).

This cover cannot be combined with the following assistance services: 'EXTENSION OF STAY FOR AN INSURED ACCOMPANYING PERSON IN THE EVENT OF THE INSURED PERSON'S HOSPITALISATION OR DEATH'.

3. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

You must report your claim to Xplorassur within 5 working days of the event giving rise to the cover, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer any loss as a result of the late notification, you will forfeit all entitlement to compensation.

PRIVATE CIVIL LIABILITY ABROAD

The 'Personal Liability' cover is limited solely to insured persons resident in mainland France or the overseas departments who have booked a trip or holiday on a private basis with an approved organisation (tour operator or travel agency). This cover is provided subject to the following conditions and limits

1. THE CONTRACT

1.1 PARTIES TO THE POLICY

• WE:

The insurer with whom you have taken out the policy

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14 Rue Vidailhan - PO Box 93131
31 131 BALMA

• INSURES:

Any individual resident in mainland France or an overseas department who has booked a private holiday with an approved organisation (tour operator, travel agency), whether:

- transport tickets
- for a package holiday (cruise, tour, 'all-inclusive' holiday, etc.)
- and which do not exceed 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.

THIRD PARTY

Any person, whether a natural or legal person, other than the insured or the policyholder

BENEFICIARY

A person entitled to benefits paid, not in their own right, but by virtue of their relationship with the insured.

BODILY INJURY

Any physical harm (injury, death) suffered by a person

INTANGIBLE LOSS

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

PROPERTY DAMAGE

Any damage to or loss of property, as well as any injury sustained by a pet.

STATE OF ALCOHOL INTOXICATION

The blood alcohol level at which the offences set out in Articles L 234-1 and R 234-1 of the Highway Code, or in equivalent provisions of legislation in other countries, are deemed to have been committed.

EXCESS

The portion of the loss for which you remain liable when a claim is settled.

CIVIL LIABILITY ARISING FROM TORT AND QUASI-TORT

The obligation to bear the consequences of damage caused to third parties by the insured person, by persons for whom they are responsible, or by property in their custody.

THRESHOLD FOR INTERVENTION

For Criminal Defence and Accident Recourse cover:

The amount of the claim at stake above which we will intervene. Whether acting as claimant or defendant, we will intervene in out-of-court settlements and/or in court proceedings where the principal amount of the claim at stake is at least equal to the intervention threshold set out in the table of cover amounts and excesses. This threshold does not apply in matters of criminal defence.

CLAIM

All harmful consequences of an event giving rise to the application of one of the cover provisions set out in the contract. Claims arising from the same event constitute a single claim.

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

This definition does not apply to the 'Criminal Defence' and 'Accident-related Recourse' cover. SUBROGATION

Where we have compensated you following a claim, we step into your rights and take legal action against the party potentially liable for your damages, in order to recover the sums we have paid to you.

THIRD PARTY

Any person other than the insured.

1.3 TERRITORIAL SCOPE

Civil liability cover is extended worldwide for stays of up to 12 months, provided that the duration of the stay corresponds to that authorised by the legislation of the country concerned.

It is noted that the applicable regulations are those of the country in which the damage occurred, within the limits of the personal liability cover provided for in the contract.

1.4 LIMITS OF COVER

The limits of your cover are set out in the table of cover amounts and excesses.

1.5 GENERAL EXCLUSIONS FROM YOUR POLICY

You have decided on the scope of your cover by choosing the cover options that best suit your needs.

However, regardless of the cover selected, we never cover:

- **the consequences of the insured person's fault, if it is intentional or fraudulent** (however, this exclusion does not apply to damage caused to third parties by persons for whom the insured person is civilly liable);
- **the consequences of war;**
- **liability arising from claims relating to incidents directly or indirectly caused by or linked to asbestos or any other material containing asbestos in any quantity whatsoever;**
- **damage and any aggravation thereof caused by:**
 - **weapons and/or devices designed to explode by altering the structure of the atomic nucleus,**
 - **any nuclear fuel, radioactive product or waste, or by any other source of ionising radiation, if the damage or the aggravation of the damage:**
 - **directly affect a nuclear installation,**
 - **falls solely within the liability of the operator of a nuclear installation,**
 - **arise from the supply of goods or services relating to a nuclear installation,**

unless they result from attacks or acts of terrorism as defined in Articles 421-1 and 421-2 of the Criminal Code, within the limits and subject to the conditions set out in the contract,

- **any source of ionising radiation used or intended for use outside a nuclear installation and for which the insured, or any person for whom the insured is liable, has ownership, custody or use, or for which they may be held liable by virtue of its design, manufacture or packaging,** unless such damage results from attacks or acts of terrorism as defined in Articles 421-1 and 421-2 of the Criminal Code, within the limits and subject to the conditions set out in the contract.

However, this last sub-paragraph does not apply to damage or aggravation of damage caused by sources of ionising radiation used or intended for use in France, outside a nuclear installation, for industrial or commercial purposes, where the nuclear activity:

- involves the use of radioactive substances that do not require authorisation under the classification scheme for facilities classified for environmental protection (Article R 511-9 of the Environment Code),
- is also not subject to an authorisation regime under the regulations relating to the prevention of environmental and occupational health risks (Article R 1333-23 of the Public Health Code);

- **the payment of fines;**
- **the consequences of the insured person's participation in a bet;**
- **the transport of explosives.**

In addition to these general exclusions, there are specific exclusions set out under each of the cover provisions.

2. YOUR COVER

2.1 DAMAGE YOU CAUSE TO OTHERS: PRIVATE CIVIL LIABILITY

By 'insured person' we mean:

Any individual resident in mainland France or an overseas department who has booked a private travel arrangement with an approved organisation (tour operator, travel agency), whether this involves:

- transport tickets
- an organised trip (cruise, tour, 'all-inclusive' holiday, etc.)
- and the duration of which does not exceed twelve consecutive months

We provide cover for:

The financial consequences of civil liability arising from tort or quasi-tort that the insured person may incur in their private life, as a result of damage:

- personal injury,
- property damage,
- **Or non-material damage directly resulting from covered bodily injury or property damage, caused to third parties and arising from:**
 - an accident,
 - a fire, an explosion, an implosion or water damage, occurring outside buildings of which the insured is the owner, tenant or occupier;

The financial consequences of the insured's civil liability:

- for damage caused by their minor children or any other person for whom the insured is found to be civilly liable:
 - who, without the insured's knowledge and possibly without a driving licence, drive a motorised land vehicle which the insured does not own.
- This cover applies only where the policy covering the vehicle does not provide cover;
 - who drive a ride-on toy with a maximum speed not exceeding 6 km/h;
- for damage caused by minors in the insured's care on a voluntary basis, it being understood that **the personal liability of such minors is not covered;**
- for any theft committed to the detriment of a third party by a person for whom the insured is responsible. However, this extension only applies if a complaint has been lodged;
- for damage caused by domestic animals belonging to the insured.

We do not cover

In addition to the general exclusions in your policy set out above, the financial consequences of the insured person's liability arising from:

- participation in attacks, riots, popular uprisings, acts of terrorism, sabotage, vandalism, malicious acts or brawls (except in cases of self-defence);
- the practice of hunting, air sports, any sport practised professionally or trialling such sports;
- the practice of a sport, where the insured person's liability is covered by an insurance policy linked to a licence issued by an official federation;
- the breach of dams and dykes;
- the manufacture of explosives of any kind;
- tutoring and babysitting carried out within the framework of an association or a specialist organisation;
- damage caused by:
 - any land vehicle subject to compulsory insurance, subject to the provisions relating to 'civil liability following a sale', 'driving without the owner's knowledge by a minor' and 'driving a self-propelled toy';
 - any aircraft,
 - any sailing vessel (with the exception of windsurf boards and craft propelled exclusively by human power) or any motorised boat or watercraft, of which the insured is the owner, custodian or operator;
 - buildings of which the insured is the owner, tenant or occupier in any capacity;
- Damage suffered by:
 - any land vehicle subject to compulsory insurance;
 - any aircraft,
 - any sailing vessel (including windsurfing boards and craft propelled exclusively by human power) or any motorised boat or watercraft, which the insured owns, has in their care or is operating;
 - goods, products or animals sold;
 - ride-on toys;
- material and non-material damage suffered by the insured, as well as damage suffered by property, objects or animals owned, in the custody of or used by the insured, subject to the provisions regarding 'damage to rented household goods';
- non-consequential financial loss resulting from:
 - the misuse of a licence or patent,
 - infringement of industrial property rights or literary and artistic property rights.
 - in the United States of America and Canada: punitive damages or exemplary damages.

It is specified that for all claims arising in the USA or Canada, the costs of expert reports, solicitors' fees, court fees and legal proceedings are included in the amount of cover specified in the policy and are subject to the application of the excess.

Provisions applicable in the event of a claim involving the insured's liability

In the event of legal proceedings against a person whose liability is insured under this policy and within the limits thereof:

Before the civil or administrative courts:

- where the proceedings concern a claim under the civil liability cover provided for in this contract, or
- where, in proceedings brought by the insured, a counterclaim is made in respect of facts and damages that may give rise to a claim under one of these coverages,

we shall undertake the insured's defence, conduct the proceedings and have full discretion to pursue all available legal remedies;

Before criminal courts, where civil claims relating to a civil liability cover are at stake and the victim(s) have not been compensated, we are entitled to lead the insured's defence or to participate in it and, on behalf of the insured who is civilly liable, to exercise legal remedies.

However, we may only exercise remedies with the insured's consent if they have been summoned as a defendant, with the exception of an appeal to the Court of Cassation where it is limited to civil interests.

We may, however, pursue remedies without the insured person's consent where they have been charged with manslaughter or causing bodily harm through negligence and we have intervened in the proceedings.

We alone have the right to settle with the injured parties or their beneficiaries. The insured grants us full powers for this purpose.

No admission of liability or settlement entered into without our consent shall be enforceable against us.

However, an admission of a material fact or the mere act of providing assistance which any person has a legal or moral duty to perform shall not be regarded as an admission of liability.

Where a settlement has been reached, it may be challenged in court by the person on whose behalf it was made, without the amounts awarded to the victim or their beneficiaries being called into question.

Scope of cover over time

Cover is triggered by the harmful event; it protects the insured against the financial consequences of claims, provided that the harmful event occurs between the initial commencement of cover and its date of termination or expiry, regardless of the date of the other constituent elements of the claim.

2.2 DEFENDING YOUR INTERESTS

Provisions common to the Criminal Defence and Accident Recourse cover

By 'insured person' we mean

Any individual resident in mainland France or an overseas department who has booked a private travel arrangement with an authorised organisation (tour operator, travel agency), whether this involves:

- transport tickets
- an organised trip (cruise, tour, 'all-inclusive' holiday, etc.)
- and the duration of which does not exceed twelve consecutive months

Scope of cover

In the event of a dispute between the insured person and a third party, our cover may consist of legal advice, amicable assistance, or the reimbursement of costs and fees incurred in the course of legal proceedings, up to the amounts specified in the table of cover limits and excesses. To help prevent any disputes, the insured person has access to a legal advice service by telephone. A team of specialist lawyers is on hand to answer any legal enquiries.

OUT-OF-COURT SETTLEMENT

Legal advice

As part of a personalised service and based on the information provided by the insured person, we explain to them, either verbally or in writing, the legal rules applicable to their case and provide them with an opinion and/or advice on how to proceed.

Out-of-court assistance

Following a thorough review of the insured person's situation, we liaise directly with the other party to seek a negotiated settlement that is in the insured person's best interests.

Where the assistance of an external party is required (particularly where the insured person's opposing party is themselves represented by a solicitor), we shall cover the costs and fees of that party up to the limit of the out-of-court settlement budget specified in the table of cover amounts and excesses.

The insured person authorises us to take any steps or actions necessary to bring the declared and insured dispute to an amicable conclusion.

IN LEGAL PROCEEDINGS

Where the dispute is or is to be brought before a tribunal or court, we shall cover the costs and fees incurred in connection with the proceedings, up to the limit of the legal budget set out in the table of cover amounts and excesses.

Procedures to be followed in the event of a dispute:

The insured must submit any claim notification to Xplorassur in writing.

Except in cases of unforeseeable circumstances or force majeure, any claim likely to fall within the scope of this cover must be reported **within 30 working days** of the insured becoming aware of it or of the rejection of a claim of which they are the claimant or the recipient; **failure to do so will result in the forfeiture of cover if it is established that this delay causes us loss.**

When making any claim, the insured must quote their policy reference number and provide us with all information, documents and supporting evidence necessary to defend their interests or to establish the substance or existence of the dispute.

We shall not cover any costs or fees incurred or paid prior to the claim being made, nor those relating to services or procedural steps taken before the claim was made, unless the insured person can demonstrate that it was urgent to incur them.

Arbitration

In the event of a disagreement between the insured person and us regarding the measures to be taken to resolve the reported dispute:

- the insured person is free to appoint a third party, provided that:
 - that this person is authorised to provide legal advice and is in no way involved in any subsequent proceedings relating to the case,
 - that you inform us of this appointment.

We will cover the fees of the third party, freely appointed by you, up to the limit set out in the table of cover amounts and excesses;

- in accordance with Article L 127-4 of the Insurance Code, this disagreement may be referred for assessment to a third party **appointed by mutual agreement** with us or, failing that, by the President of the High Court ruling in summary proceedings.

The costs incurred in exercising this option shall be borne by us, unless the court hearing the case decides otherwise.

If the insured party initiates legal proceedings at their own expense and obtains a more favourable outcome than that offered by us or by the arbitrator, we shall reimburse the costs incurred in bringing such proceedings, subject to the limits of the cover.

Choice of solicitor and conduct of the proceedings

The insured person is free to choose a solicitor or any person qualified under the legislation or regulations in force to defend, represent or serve their interests in the circumstances provided for in Article L 127-1 of the Insurance Code.

If the insured person does not know of any defence counsel, we may provide one, **subject to receiving a written request from them.**

Together with their legal representative, the insured person is in control of the proceedings.

The right to choose one's own solicitor also applies whenever a conflict of interest arises, that is to say, where it is impossible for us to handle, independently, a dispute between, for example, two policyholders.

It is specified that the costs and fees of the lawyer chosen by the insured person are covered up to the limits set out in the table of cover amounts and excesses and the scale appended thereto.

Claims handling

To ensure you receive the highest quality of service, the handling of your legal expenses claims is carried out by a department separate from those managing other branches of insurance.

The address of this department will be provided to you by your Xplorassur adviser when you first make a claim under the cover.

The following are never covered

- travel expenses and the corresponding hourly rates, where the lawyer is required to travel outside the jurisdiction of the Court of Appeal to which their Bar Association belongs;
- the costs and fees of the solicitor acting on your behalf;
- convictions, fines (particularly criminal fines), and costs and expenses incurred by the opposing party:
 - which the court deems it fair for the insured to bear if they are found liable,
 - or those which the insured has agreed to bear as part of an out-of-court settlement, whether during or at the conclusion of legal proceedings;
- criminal sureties and deposits made by the civil party;
- the costs and fees of investigations to identify or locate the insured person's opponent or to ascertain the value of their assets;
- additional fees which may be claimed depending on the outcome achieved or the service provided.

General exclusions

In addition to the general exclusions in your policy, cover will never be provided for disputes:

- involving the insured party:
 - us, regardless of the policy concerned,
 - or any other person defined as an insured party under this policy,
 - the customs authorities,
 - the tax authorities (unless otherwise stated in your personal terms and conditions);
- arising from events prior to the cover taking effect and of which the insured person could not have been unaware;
- based on the non-payment by the insured party, as the debtor, of sums whose amount or due date are not seriously disputable;
- relating to membership of a political party or a trade union;
- relating to personal and family law;
- relating to inheritance (unless specified in your personal terms and conditions);
- relating to employment law (unless specified in your personal terms and conditions);
- relating to the insured person's professional life;
- relating to the insured person's involvement in attacks, riots, popular uprisings, acts of terrorism, sabotage, malicious acts, vandalism or brawls (except in cases of self-defence);
- resulting from an accident arising from any sport practised professionally or during training;
- resulting from building works such as construction, restoration or refurbishment, whether internal or external, requiring prior notification or planning permission.

2.3 DEFENCE OF YOUR INTERESTS / Criminal defence and claims following an

accident We cover

to cover, up to the limit of the sum insured set out in the table of sums insured and excesses, the costs associated with any out-of-court or legal proceedings before any court, with a view to:

- defend the insured if they are the subject of criminal proceedings following an event covered by the policy,
- to obtain compensation for loss suffered by the insured person in their private life as a result of bodily injury, property damage and consequential non-material loss, following an accident for which a person other than the insured person is liable.

3. OUR RESPONSE IN THE EVENT OF A CLAIM

3.1 PROCEDURES AND DEADLINES TO BE OBSERVED

In the event of a claim, you must notify Xplorassur via the website: sinistre.xplorassur.com

Please provide us with:

- the nature of the claim,
- the circumstances in which it occurred,
- the known or presumed causes or consequences,
- the nature and approximate amount of the damage,
- the names of the persons involved, as well as the names of their insurers and any witnesses;

- to provide us, within 20 days (except in cases of force majeure), with a signed and certified statement of the estimated value of the insured items that have been damaged or stolen
- to forward to us, within 48 hours of receipt, any notices, letters, summonses, writs or subpoenas, extrajudicial documents or procedural documents addressed to you or served on you or your employees in connection with the claim

Failure to comply with the claim notification deadline

In the event of failure to comply with the time limit for reporting the claim, and insofar as we can establish that this has resulted in a loss to us, you shall forfeit the benefit of the cover under your policy in respect of the claim in question, unless it is a case of unforeseeable circumstances or force majeure. Failure to comply with the formalities and time limit for submitting documents

If you fail to complete the necessary formalities or meet the deadlines for submitting documents, we may claim damages from you commensurate with the loss we suffer as a result.

False statements

In the event of false statements made knowingly regarding the nature, causes, circumstances or consequences of a claim, you will forfeit the benefits of your policy cover in respect of that claim.

Multiple insurance policies

In the event of a claim covered by several insurance policies, you may claim compensation for your losses by contacting the insurer of your choice, regardless of the date on which the insurance was taken out.

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

However, the cover under your policy only applies within the limits set out in the table of cover amounts and excesses and in your personal terms and conditions.

Where several insurance policies covering the same risk are taken out fraudulently or with the intention of deceiving us, we may declare the contract void and claim damages.

3.2 COMPENSATION

Cover is provided up to the limits set out in the table of cover limits and excesses.

Third-party liability

We shall, on your behalf, pay the compensation due to the third party.

4. RULES FOR APPLYING COVERAGE LIMITS

4.1 DETERMINATION OF INSURED SUMMS

Cover is provided either per claim or per insurance year, regardless of the number of claims, up to the sums and subject to the excesses set out in the table of cover limits and excesses.

Legal costs, settlement costs and other costs associated with the settlement shall not be deducted from the sum insured. However, in the event of a judgment exceeding this amount, they shall be borne by the Company and the insured in proportion to their respective shares of the judgment.

4.2 PROVISIONS RELATING TO COVERAGE SET PER CLAIM

In all cases where cover is provided up to a fixed amount per claim, it applies to all claims relating to a loss or series of losses resulting from a single event giving rise to loss or a series of events giving rise to loss having the same technical cause.

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

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

4.3 PROVISIONS RELATING TO COVERAGE SET BY INSURANCE YEAR

In all cases where cover is provided up to a fixed amount per insurance year, it applies to all damaging events occurring during the same insurance year, regardless of the date of the other constituent elements of the claim.

Where a single damaging event (or a series of damaging events having the same technical cause) gives rise to one or more instances of damage for which one or more claims are made, these claims are attributed to the insurance year in which the damaging event occurred (or the first damaging event, in the case of a series of damaging events having the same technical cause) and constitute a single claim.

The amount set per insurance year is therefore automatically reduced, regardless of the number, nature and origin of the claims, or of the compensation paid or due in respect of the same insurance year, until that amount is exhausted.

The amount set per insurance year constitutes the absolute limit of the insurer's liability.

4.4 CRIMINAL DEFENCE AND RECOURSE FOLLOWING ACCIDENTS

In addition to the steps we take, the compensation covers the payment of costs and fees incurred in defending your interests (experts, solicitors, etc.).

5. LEGAL NOTICE

The Insured certifies that the answers provided in connection with the conclusion of the contract are accurate.

The Insured's attention is drawn to the fact that any wilful concealment or false declaration on their part will render the contract null and void (Article L113-8 of the Insurance Code); any omission or inaccurate declaration will expose them to bearing part of the cost of the compensation (Article L113-9 of the Insurance Code).

Protection of personal data

Personal data relating to the insured entity (or to persons who are parties to or have an interest in the contract) is processed by the Insurer in accordance with the amended Data Protection Act of 6 January 1978. The processing of such data is necessary for the conclusion, management and performance of the contract, the management of commercial and contractual relations, the prevention of fraud, or compliance with applicable legal, regulatory or administrative provisions.

This data is intended for the Insurer's adviser and the Insurer's departments responsible for each of its coverages (Insurance, Banking and Services), in accordance with the purposes and provisions set out in the general terms and conditions or the information notice for your contract. This information is retained, 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 processing of your personal data by writing to your Insurer (see the address provided in this document) or via our website www.groupama.fr

In accordance with the regulations, we inform you that you may opt out of receiving commercial marketing calls by registering, free of charge, on the national 'Bloctel' register for the exclusion of unsolicited telephone marketing; however, this registration does not prevent the use of your telephone contact details in the context of our contractual relationship.

In the event of a complaint (disagreement, dissatisfaction) relating to your contract, you may contact your usual point of contact or the head office of your Regional Branch (whose contact details are set out herein). If you are not satisfied with the response, your complaint may be addressed to the 'Complaints' department of our Regional Branch (whose contact details are set out herein). We undertake to acknowledge receipt of your complaint within a maximum of 10 working days. It will be dealt with within two months at the latest. If this is not the case, you will be informed. Finally, you may refer the matter to the Insurance Ombudsman, whose contact details are available on the groupama.fr website or from your usual contact person. If you are not satisfied with the Insurance Ombudsman's decision, you may take legal action.

INDIVIDUAL ACCIDENT

'Personal accident' cover is limited solely to insured persons resident in mainland France who have taken out a private travel policy with an approved organisation (tour operator or travel agency).

This cover is provided subject to the following conditions and limits

1. THE POLICY

1.1 DEFINITION OF GENERAL INSURANCE TERMS

• WE:

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

• INSURED:

Any individual resident in mainland France or an overseas department who has booked a private travel package with an authorised organisation (tour operator, travel agency), whether this involves:
- transport tickets
- an organised trip (cruise, tour, 'all-inclusive' holiday, etc.)
- and the duration of which does not exceed twelve consecutive months

1.2 OTHER DEFINITIONS

• INSURANCE YEAR:

The period between two consecutive annual renewal dates.

If the annual renewal date does not coincide with the anniversary of the policy's effective date, the first insurance year is the period between the policy's effective date and the next annual renewal date.

• SPOUSE:

Your spouse with whom you are not legally separated, or the person living with you in a marital relationship where they are resident at your home, or any person who has entered into a PACS (Civil Solidarity Pact) with you.

• BODILY INJURY:

Any physical injury sustained by a person.

• ANNUAL RENEWAL DATE:

The date by which you have undertaken to pay your premium in order to be covered for the coming year.

• INSURANCE COMPENSATION:

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

• CLAIM:

All the harmful consequences of an event giving rise to the application of one of the cover provisions. Claims arising from the same event constitute a single claim.

1.3 DEFINITIONS OF TERMS SPECIFIC TO THE COVERAGE IN YOUR POLICY

• ACCIDENT:

Any unintentional bodily injury suffered by the insured person arising from a sudden, unforeseen event external to the victim and constituting the cause of the injury.

• MEDICAL ASSESSMENT SCALE:

A reference scale used to determine the degree of functional disability suffered by the insured person, regardless of any occupational considerations. It is published by the journal 'Le Concours Médical' under the title 'Indicative scale for assessing degrees of incapacity under ordinary law'.

• EXCESS:

The number of days during which we do not provide cover.

• HOSPITALISATION:

A stay in a hospital – public or private – necessitated by an accident. AGIRC POINT

Indexation:

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

• DISABILITY (PERMANENT DISABILITY):

A physiological condition in which the insured person finds themselves when, following the stabilisation of their state of health and the consolidation of their injuries, their functional, physical or mental capacity is reduced.

• THRESHOLD FOR PAYMENT:

The percentage of disability specified in the table of cover amounts and excesses, above which disability benefits are paid.

• LIABILITY RATE:

A rate set for all benefits in kind paid under the compulsory health insurance scheme: either by an agreement, in the case of healthcare professionals under contract (contractual rate), or, failing that, by a regulatory act for healthcare professionals not under contract (authority-set rate), or by regulatory decree for any other benefit (medical supplies, pharmaceuticals or hospital costs, etc.). This rate serves as the basis for

reimbursement by compulsory health insurance funds.

1.4 GENERAL EXCLUSIONS UNDER YOUR POLICY

Regardless of the cover options chosen, we never cover the consequences of:

- Illnesses and accidents for which the first medical diagnosis was made prior to taking out the policy and which are expressly mentioned in the personal terms and conditions, except for the Death cover;
- Any worsening of a condition due to delayed treatment resulting from your own negligence or your deliberate failure to follow the doctor's instructions;
- Cosmetic treatments or surgical procedures that are not the result of an event covered by the policy;
- Treatments or surgical procedures undertaken for the purpose of rejuvenation; Your own fault, if intentional;
- A state of alcohol intoxication characterised by a blood alcohol level equal to or higher than that set by the French road traffic regulations in force on the date of the event;
- The use of drugs or narcotics not prescribed by a doctor; an attempted suicide or deliberate self-mutilation;
- Civil or foreign war; your active participation in riots, acts of terrorism, insurrections, popular uprisings or brawls (except in cases of self-defence, assistance to a person in danger or the performance of professional duties);
- The handling of weapons of war, the possession of which is illegal;
- Your participation, whether as an amateur or a professional, in a bet, challenge or record attempt;
- Your participation as a competitor in competitions and their trials requiring the use of a motorised vehicle (land, sea or air);
- The practice of any sport on a professional basis (except for accidents resulting from: the practice of combat sports; caving; or mountaineering (artificial climbing and major expeditions));

The following are also excluded

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

1.5 LIMITS OF COVER

The limits of our cover are set out in the table of cover amounts and excesses.

1.6 TERRITORIAL SCOPE

Cover for Death is provided worldwide

Disability cover is provided in mainland France, the Overseas Departments and Collectivities, New Caledonia and the Southern Territories, the French Antarctic Territories, the Principalities of Andorra and Monaco, and worldwide for stays or trips not exceeding three consecutive months.

2. COVER

Scope of cover:

2.1 DISABILITY:

2.1.1 SCOPE OF COVER

We provide cover for:

The payment of a lump sum in the event of total or partial disability resulting from an accident occurring during a trip booked through an approved organisation (tour operator or travel agency)

2.1.2 AMOUNT OF COVER

The lump sum amount is set out in the Table of Cover Amounts. It is reduced by half if the insured person (victim) is over 70 years of age. If several insured persons are victims of the same accident, the death and permanent disability cover is limited to a total of €1,500,000, regardless of the number of victims, it being understood that the limit per person and per type of cover may not exceed that set out in the Table of Cover Amounts. Each of the benefits may be reduced in proportion to the ratio between the sum of €1,500,000 and the total benefits that would be payable to the victims were it not for this limit.

2.1.3 CRITERIA FOR AWARDING THE LUMP-SUM PAYMENT

The doctor appointed by us shall determine the insured person's degree of incapacity by reference to the Concours Médical scale. Where applicable, this degree shall be assessed taking into account any pre-existing incapacities (i.e. based on the insured person's remaining capacity at the time of the accident) once the injuries have stabilised.

This rate may not exceed 100 per cent.

In the event of a disagreement, the provisions of paragraph 3.2 'The Medical Assessment' in the chapter 'Our Response in the Event of a Claim' of the General Provisions shall apply.

Disabilities with a degree of disability below the cover threshold shall not give rise to any payment of compensation.

2.1.4 TERMS OF INDEMNITY

Adults: the lump sum is paid to the insured person;

Children: the lump sum is paid to the insured person's legal guardians if the insured person is a child under the age of 18.

2.1.5 COMMENCEMENT OF COVER

The cover comes into force on the date stated in your Personal Terms and Conditions. It is valid for the duration of the 'journey' and/or 'stay'.

2.1.6 STAYS ABROAD

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

If the accident causing the disability occurs abroad (outside mainland France, the overseas departments and territories, New Caledonia, the Austral Territories, the French Antarctic Territories, and the Principalities of Andorra and Monaco), the benefit is payable provided that the assessment and determination of the insured person's degree of disability are carried out in France.

2.2 DEATH

2.1.1 SCOPE OF COVER

We provide cover

The payment, to the beneficiary or beneficiaries, of a lump sum in the event of the insured person's death following an accident occurring during a trip booked through an approved organisation (tour operator or travel agency)

2.2.2 AMOUNT OF COVER

The lump sum is set out in the Table of Cover Amounts. It is reduced by half if the insured person (victim) is over 70 years of age. If several insured persons are victims of the same accident, the death and permanent disability cover is limited to a total of €1,500,000, regardless of the number of victims, it being understood that the limit per person and per type of cover may not exceed that set out in the Table of Cover Amounts. Each compensation payment may be reduced in proportion to the ratio between the sum of €1,500,000 and the total compensation that would be payable to the victims were this limit not in place.

2.2.3 TERMS OF COMPENSATION

In the absence of any indication on your part as set out in your Personal Terms and Conditions, the benefit shall be paid in accordance with the following order of priority: to the surviving spouse who is neither legally separated nor divorced, or to the person cohabiting with you where they are resident at your home, or to any person who has entered into a PACS (Civil Solidarity Pact) with you; failing that, to children born or unborn, living or represented in accordance with the conditions set out in Articles 751 and 752 of the Civil Code; failing that, to the heirs.

2.2.4 ACCUMULATION OF BENEFITS

In the event of the insured person's death following an accident that has resulted in the payment of a Disability Lump Sum benefit, and if the death occurs within one year of the date of the accident, we will pay any difference between the amount of the benefit payable in the event of death and the amount of the benefit already paid.

Should the death benefit prove to be less than the amount already paid for permanent disability, we undertake not to claim the difference from the beneficiaries.

2.2.5 COMMENCEMENT OF COVER

The cover comes into force on the date stated in your Personal Terms and Conditions. It is valid for the duration of the 'journey' and/or 'stay'.

2.2.6 STAYS ABROAD

The cover applies worldwide.

3. OUR RESPONSE IN THE EVENT OF A CLAIM

3.1 PROCEDURES AND DEADLINES TO BE OBSERVED

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

You must provide us with

In the event of disability:

A medical certificate specifying the cause of the disability, the estimated date on which the injuries are expected to have healed or the condition is expected to have stabilised.

The degree of disability will be determined following an examination by a doctor appointed by us.

In the event of death:

The beneficiary or beneficiaries of the lump-sum payment must, as soon as possible, enclose the following with the claim form:

The insured person's death certificate

A legible copy of the family record book for each beneficiary

Evidence of the circumstances of the death

Failure to report the claim within the time limit

If the deadline for reporting the claim is not met, and provided we can establish that this has caused us financial loss, you will lose the benefit of the cover under your policy for the claim in question, unless it is a case of unforeseeable circumstances or force majeure.

Failure to comply with formalities

If you fail to complete the formalities or meet the deadlines for submitting documents, we may claim damages from you proportionate to the loss we have suffered as a result

3.2 THE ASSESSMENT

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

You may, at your own expense, be assisted by an expert; if your expert and ours cannot agree, they shall call upon a third expert, and all three shall act jointly and by a majority vote.

Should either party fail to appoint an expert, or should the two experts fail to agree on the choice of the third, the appointment shall be made by the President of the Tribunal de Grande Instance of the insured person's place of residence or the place where the loss occurred.

Each of us shall pay the costs and fees of our own expert and, where applicable, half of those of the third expert.

Regardless of the cover involved, unless there is a justified objection on the grounds of force majeure, the insured person may not refuse to be examined by a doctor appointed by us. They must also provide us with all the information we deem necessary for the settlement of the claim.

Medical information, which must remain confidential, must be sent directly to our Medical Adviser, who alone will review it and provide us with the necessary instructions.

3.3 COMPENSATION

Time limit for payment of compensation

Once we have agreed on the amount of compensation, payment will be made within fifteen days. The fifteen-day period begins in the event of:

Disability: from the date on which it is established that the injuries have stabilised or the state of health has stabilised.

If, at the end of a period of one year from the date the claim was reported, the injuries have not stabilised, we may pay an advance payment to which the insured person is entitled in any event, following an examination by a doctor appointed by us;

Death: from the date on which the death certificate is submitted by the beneficiaries;

4. LEGAL NOTICE

The policyholder certifies that the answers provided for the purpose of drawing up the policy are accurate.

The policyholder's attention is drawn to the fact that any intentional concealment or misrepresentation on their part will render the policy void (Article L113.8 of the Insurance Code), whilst any omission or inaccurate statement will result in them being liable for part of the compensation payable (Article L113.9 of the Insurance Code).

Protection of personal data

Personal data relating to the insured party (or to persons who are parties to or have an interest in the contract) is processed by the Insurer in accordance with the amended Data Protection Act of 6 January 1978. The processing of such data is necessary for the conclusion, management and performance of the contract, the management of commercial and contractual relations, the prevention of fraud, or compliance with applicable legal, regulatory or administrative provisions.

This information is intended for the Insurer's adviser and the Insurer's departments responsible for each of its coverages (Insurance, Banking and Services), in accordance with the purposes and provisions set out in the general terms and conditions or the information notice for your contract. This information is retained, 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 processing of your personal data by writing to your Insurer (see the address provided in this document) or via our website www.groupama.fr

In accordance with the regulations, we inform you that you may opt out of receiving commercial marketing calls by registering, free of charge, on the national 'Bloctel' register for the exclusion of unsolicited telephone marketing; however, this registration does not prevent the use of your telephone contact details in the context of our contractual relationship.

In the event of a complaint (disagreement, dissatisfaction) relating to your contract, you may contact your usual point of contact or the head office of your Regional Branch (whose contact details are set out herein). If you are not satisfied with the response, your complaint may be addressed to the 'Complaints' department of our Regional Branch (whose contact details are set out herein). We undertake to acknowledge receipt of your complaint within a maximum of 10 working days. It will be dealt with within two months at the latest. If this is not the case, you will be informed. Finally, you may refer the matter to the Insurance Ombudsman, whose contact details are available on the groupama.fr website or from your usual contact person. If you are not satisfied with the Insurance Ombudsman's decision, you may take legal action.

DESCRIPTION OF ASSISTANCE COVER

REPATRIATION ASSISTANCE

1. WHAT WE COVER

1.1. ASSISTANCE FOR PERSONS IN THE EVENT OF ILLNESS OR INJURY DURING THE JOURNEY

1.1.1 TRANSPORT/REPATRIATION

If, whilst travelling, you fall ill (including in the event of an illness linked to an epidemic or pandemic) or are injured, our doctors will liaise with the local doctor who treated you following the illness or accident. The information gathered from the local doctor and, where applicable, your usual GP, enables us, following a decision by our doctors, to arrange and organise, based solely on medical requirements:

- either your return to your home,
- or your transport, where necessary under medical supervision, to a suitable hospital near your home, by light medical vehicle, by ambulance, by train (first-class seat, first-class couchette or sleeper carriage), by scheduled flight or by air ambulance.

In some cases, your medical condition may require initial transport to a local healthcare centre before a return to a facility near your home can be considered. Only your medical condition and compliance with current health regulations are taken into account when deciding on transport, the choice of transport method and the choice of any hospitalisation facility.

IMPORTANT

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

Furthermore, should you refuse to comply with the decision deemed most appropriate by our doctors, you release us from all liability, particularly in the event of you returning by your own means or should your state of health deteriorate.

1.1.2 RETURN OF INSURED FAMILY MEMBERS OR AN ACCOMPANYING PERSON

When you are repatriated by us, in accordance with the advice of our Medical Service, we will arrange transport for your insured family members or an insured person who was travelling with you so that, where possible, they may accompany you on your return journey.

This transport will take place:

- either with you,
- or individually.

We will cover the cost of transport for these insured persons, by first-class train or economy-class air travel, as well as taxi fares on departure, so that they can travel from their holiday destination to the station or airport, and on arrival, from the station/airport to their home.

This benefit cannot be combined with the 'HOSPITALISATION COVER' benefit.

1.1.3 HOSPITALISATION COVER

If you are hospitalised at the location where your illness or accident occurred and our doctors determine, based on information provided by local doctors, that you cannot return home for at least two days, we will organise and cover the cost of a return journey from your country of residence, by first-class train or economy-class air travel, for a person of your choice so that they may come to be at your bedside.

We will also cover this person's hotel costs (room and breakfast), **up to the amount specified in the Table of Cover Limits.**

This benefit cannot be combined with the 'RETURN OF INSURED FAMILY MEMBERS OR A COMPANION' benefit.

1.1.4 CONTINUATION OF THE JOURNEY

If you fall ill or are injured whilst travelling but your condition does not require medical repatriation, as determined by our doctors in accordance with the terms of the 'TRANSPORT/REPATRIATION' section, we will cover any additional transport costs you incur to continue your interrupted journey, up to the cost of the return journey to your home, as of the date and at the place of the incident, and within the limits specified in the Table of Cover.

1.1.5 EXTENSION OF STAY

Following an illness or accident occurring during your trip, you are obliged to extend your stay at your destination beyond the original return date in the following cases:

• In the event of hospitalisation:

If you are hospitalised and our doctors determine, based on information provided by local doctors, that this hospitalisation is necessary beyond your original return date, we will cover the accommodation costs (room and breakfast) for your insured family members or an insured person travelling with you, **up to the amount specified in the Table of Cover Limits**, so that they can stay with you.

In the context of a package holiday or a cruise, these costs may be covered before your original return date, provided they constitute additional accommodation costs not included in the price of the package holiday paid for by the insured accompanying persons.

• In the event of immobilisation:

If you are unable to travel and our doctors determine, based on information provided by local doctors, that this inability to travel necessitates your stay beyond your original return date, we will cover the accommodation costs (bed and breakfast) for yourself and/or your insured family members or an insured person travelling with you, **up to the amount specified in the Table of Cover Limits.**

In the context of a package holiday or a cruise, these costs may be covered before your original return date, provided they constitute additional accommodation costs not included in the price of the package holiday paid by you or by your insured travelling companions.

In both cases, our cover ceases from the day on which our doctors determine, based on information provided by local doctors, that you are able to resume your interrupted journey or return to your home.

1.1.6 CARE OF CHILDREN UNDER 18

If, due to illness or injury, you are unable to look after your insured children under the age of 18 travelling with you, we will organise and cover the cost of a return journey by first-class train or economy-class aeroplane from your country of residence for a person of your choice or one of our hostesses, in order to bring your children back to your country of residence or to the home of a family member of your choice, by first-class train or economy-class aeroplane. **You are responsible for the cost of your children's tickets.**

1.1.7 EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER, A PROFESSIONAL CARER OR THE PERSON RESPONSIBLE FOR THE CARE OF A MINOR AND/OR AN ADULT WITH A DISABILITY WHO HAS REMAINED AT HOME

Whilst on your trip, you learn of a serious and unforeseen hospitalisation that has occurred in your country of residence during your trip:

- a member of your family,
- your professional substitute,
- the person responsible for the care of your minor and/or adult child with a disability who has remained at home.

So that you may:

- > travel to the bedside of the person hospitalised in your country of residence,
- > resume your professional duties, which have been left vacant due to the unavailability of your professional replacement, as your presence at your place of work is essential,
- > to be with your children who have been left without care at your home.

We will organise and cover the cost of your return journey, by first-class train or economy-class aeroplane, from your place of stay to your home, as well as, where applicable, taxi fares on departure to travel from your place of stay to the station or airport, and on arrival, from the station or airport to your home.

If you fail to provide supporting documents (hospital admission form, proof of family relationship) within 30 days, we reserve the right to charge you for the full cost of the service.

The person responsible for the care of your minor and/or disabled child remaining at home, or your professional replacement, must have been designated at the time of booking your trip for this benefit to be provided.

1.1.8 MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

For the purposes of this benefit, please note that the term 'France' refers to mainland France, the Principality of Monaco and the French overseas departments (DOM). Insured persons resident in a French overseas department will therefore not be considered to be travelling abroad when travelling to mainland France or the Principality of Monaco, and vice versa.

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

We will only make a payment once reimbursements have been made by the aforementioned insurance organisations, less an excess the amount of which is specified in the table of cover, and subject to the provision of the original reimbursement documents issued by your insurance organisation.

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

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

In the event that the insurance provider with which you are insured does not cover the medical costs incurred, we will reimburse the costs incurred up to the limit specified in the Table of Benefits, subject to your provision of the original medical invoices and a certificate of non-coverage issued by the insurance provider.

This benefit ceases on the day we are able to arrange your repatriation.

Types of costs eligible for reimbursement (subject to prior approval):

- medical fees,
- costs of medicines prescribed by a doctor or surgeon,
- costs of an ambulance prescribed by a doctor for transport to the nearest hospital, and this only in the event of a refusal to cover the costs by the insurance organisations,
- hospitalisation costs, provided that you are deemed unfit for transport by a decision of the Assistance's doctors, taken after obtaining information from the local doctor (hospitalisation costs incurred from the day on which we are able to arrange your repatriation are not covered),
- emergency dental costs (capped at the amount specified in the Table of Cover),
- PCR test costs, if the result is positive.

1.1.9 EXTENSION OF COVER: ADVANCE PAYMENT OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

We may, subject to the cover limits set out above, pay in advance the hospitalisation costs you incur outside your country of residence, provided that all of the following conditions are met:

- the MUTUAIDE ASSISTANCE doctors must determine, after obtaining information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- the treatment for which the advance payment applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- you or any person authorised by you must formally undertake, by signing a specific document provided by MUTUAIDE ASSISTANCE when this benefit is activated, to:
 - to take the necessary steps to claim reimbursement of the costs from the insurance organisations within 15 days of the date on which MUTUAIDE ASSISTANCE sends the documents required for these procedures,
 - to reimburse MUTUAIDE ASSISTANCE for any sums received in this regard from the insurance providers within one week of receiving such sums.

We shall only be liable for costs not covered by the insurance providers, up to the limit of the cover provided for the 'medical expenses' service. You must provide us with the certificate of non-cover issued by these insurance providers within one week of receiving it.

In order to safeguard our future rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to take the necessary steps with the social security bodies and to reimburse us for the sums received.

If you fail to take the necessary steps to claim reimbursement from the insurance organisations within the specified time limit, or if you fail to submit to MUTUAIDE ASSISTANCE, within the specified time limit, the certificate of non-reimbursement issued by these insurance organisations, you will under no circumstances be entitled to the 'medical expenses' benefit and will be required to reimburse MUTUAIDE ASSISTANCE in full for the hospitalisation costs advanced by it; MUTUAIDE ASSISTANCE will, where necessary, initiate any appropriate recovery proceedings, the cost of which will be borne by you.

1.1.10 SPECIFIC ASSISTANCE COVERAGE IN THE EVENT OF AN EPIDEMIC OR PANDEMIC TELECONSULTATION BEFORE DEPARTURE

For any enquiries or information required to organise and ensure the smooth running of your trip, you may contact us 24 hours a day, 7 days a week prior to your trip.

The information covers the following areas.

Health information: Health, Hygiene, Vaccinations, Precautions to take, Main hospitals, Advice for women, Jet lag, Travelling with pets.

We are also available to provide any information you may need should your trip take place during an epidemic or pandemic. If necessary, we will put you in touch with one of our doctors.

Information is provided by telephone and is not subject to written confirmation or the sending of documents.

Advice and information services are provided between 8.00 am and 7.00 pm and within the time normally required to deal with your enquiry.

However, whatever the time of your call, we will take your enquiry and note down your details so that we can call you back to provide the answers you require.

HOTEL COSTS FOLLOWING QUARANTINE

If you are obliged to extend your stay following your quarantine at your destination, we will organise and cover the hotel costs (room and breakfast) as well as those of eligible family members or an insured accompanying person, **up to the amount specified in the Table of Cover Limits.**

PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

In the event of significant trauma following an incident linked to an epidemic or pandemic, we can, at your request, put you in contact by telephone with a psychologist during the quarantine period, up to the limit specified in the Table of Cover Limits. These consultations are entirely confidential.

This counselling service should not be confused with psychotherapy provided in private practice. Under no circumstances, due to the caller's physical absence, can this service be considered a substitute for psychotherapy.

UNABLE TO RETURN

Your flight has been cancelled as a result of travel restrictions imposed by the local government or airlines in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organise and cover the cost of hotel accommodation (room and breakfast) for you, as well as for eligible family members or an insured accompanying person, up to the amount specified in the Table of Cover.

We will arrange and cover the cost of your repatriation to your home, up to the limit specified in the Table of Cover.

COVER FOR A LOCAL TELEPHONE PACKAGE

In the event of quarantine whilst on a covered trip outside your country of residence, we will cover the cost of setting up a local telephone package, up to the limit specified in the Table of Cover Limits.

EMERGENCY LUGGAGE

If you no longer have sufficient usable personal effects at your disposal due to being placed in quarantine or hospitalised as a result of an epidemic or pandemic, we will cover, upon presentation of supporting documents, the cost of essential items up to the amount specified in the Table of Cover Limits.

● Additional assistance for individuals in the event of an epidemic or pandemic

If, during your trip, you contract an illness linked to an epidemic or pandemic resulting in your emergency hospitalisation for more than 48 hours and your repatriation, we will provide you with additional services and benefits, provided that you submit a claim to us within fifteen days of your return home.

These services are provided exclusively in France and are available from Monday to Saturday (excluding public holidays) from 8 am to 7 pm, provided you contact us no later than 7 pm the day before.

HOUSEHOLD HELP

If, following your repatriation by us due to an illness linked to an epidemic or pandemic, you are unable to carry out your usual household chores yourself, we will find, arrange and cover the costs of a domestic helper, up to the limit specified in the Table of Cover Amounts.

HOUSEHOLD GROCERIES DELIVERY

If, following your repatriation by us due to an illness linked to an epidemic or pandemic, you are unable to leave your home, we will organise and cover, subject to local availability, the cost of delivering your groceries up to the limit set out in the Table of Cover Limits.

PSYCHOLOGICAL SUPPORT FOLLOWING RETURN HOME

In the event of significant trauma following an incident linked to an epidemic or pandemic, upon your return home as part of a repatriation organised by us, we can, at your request, put you in contact by telephone with a psychologist, subject to the limit specified in the Table of Cover Amounts. These consultations are entirely confidential.

This counselling service should not be confused with psychotherapy provided by a private practitioner. Under no circumstances, due to the caller's physical absence, can this service be considered a substitute for psychotherapy.

1.2 ASSISTANCE IN THE EVENT OF DEATH

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

Should the Insured Person die whilst travelling, we will organise and cover the cost of transporting the deceased Insured Person to the place of the funeral in their country of residence.

We shall also cover the full cost of the preparation and specific arrangements required for transport only, excluding other costs.

Furthermore, we will contribute towards the cost of a coffin or urn, which the family may obtain from the funeral provider of their choice, up to the amount specified in the Table of Cover Limits, and upon presentation of the original invoice. Other costs (including those for the ceremony, local transport and burial) remain the responsibility of the family.

1.2.2. RETURN JOURNEY FOR INSURED ACCOMPANYING PERSONS IN THE EVENT OF THE DEATH OF AN INSURED PERSON

Where applicable, we will organise and cover the cost of the return journey, by first-class train or economy-class air travel, for an insured person who was travelling with the deceased so that they may attend the funeral, provided that the means originally planned for their return to their country of residence cannot be used.

We will also cover, where applicable, the cost of a taxi on departure, to travel from the place of stay to the station or airport, and on arrival, from the station/airport to the insured person's home.

1.2.3. EARLY RETURN IN THE EVENT OF THE DEATH OF A FAMILY MEMBER, A PROFESSIONAL SUBSTITUTE OR THE PERSON RESPONSIBLE FOR THE CARE OF A MINOR CHILD AND/OR AN ADULT WITH A DISABILITY WHO HAS REMAINED AT THE PLACE OF RESIDENCE

Whilst on your trip, you learn of a death that has occurred in your country of residence during your trip:

- a member of your family,
- your professional substitute,
- the person responsible for the care of your minor child and/or adult child with a disability who has remained at home.

So that you:

- attend the deceased's funeral in your country of residence,
- resume your professional duties, which have been left vacant due to the unavailability of your professional replacement, as your presence at your place of work is essential,
- can return to your children who have been left without care at your home.

We will organise and cover the cost of your return journey, by first-class train or economy-class aeroplane, from your place of stay to your home, as well as, where applicable, taxi fares on departure to travel from your place of stay to the station or airport, and on arrival, from the station or airport to your home.

If you fail to provide supporting documents (death certificate, proof of family relationship) within 30 days, we reserve the right to charge you for the full cost of the service.

This benefit is granted provided that the date of the funeral is earlier than the date originally scheduled for your return.

You must have designated the person responsible for the care of your minor and/or disabled child who has remained at home, or your professional replacement, at the time of booking your trip for this benefit to be provided.

1.2.4. IDENTIFICATION OF THE BODY AND DEATH FORMALITIES

If the Insured Person dies whilst travelling alone, and if the presence of a family member or close relative is required to identify the body and carry out the formalities for repatriation or cremation, we will organise and cover the cost of this person's return journey by first-class train or economy-class air travel from the Insured Person's country of residence to the place of death, as well as their accommodation costs, up to the limit specified in the Table of Cover Amounts.

1.3 TRAVEL ASSISTANCE

BEFORE THE JOURNEY

1.3.1. TRAVEL INFORMATION (EVERY DAY FROM 8.00 AM TO 7.30 PM, FRENCH TIME, EXCEPT SUNDAYS AND PUBLIC HOLIDAYS)

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

- medical precautions to take before travelling (vaccinations, medication, etc.),
- administrative formalities to be completed before or during your trip (visas, etc.),
- travel arrangements (transport options, flight timetables, etc.),
- local living conditions (temperature, climate, food, etc.).

DURING THE JOURNEY

1.3.2. ADVANCE PAYMENT OF BAIL AND COVERAGE OF LAWYER'S FEES ABROAD

You are travelling abroad and are facing legal proceedings following a road traffic accident, to the exclusion of any other cause: we will advance the bail up to the amount specified in the Table of Cover Limits.

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

Furthermore, we will cover the legal fees you have been required to incur locally as a result, up to the amount specified in the Table of Cover Limits, provided that the alleged offences are not, under the legislation of the country concerned, subject to criminal penalties. This cover does not extend to legal proceedings brought in your country of residence following a road traffic accident that occurred abroad.

1.3.3. EARLY RETURN IN THE EVENT OF A CLAIM AT HOME

You learn, following this incident at home, that your presence on the spot is essential to carry out administrative procedures. We will organise and cover the cost of your return journey, by first-class train or economy-class aeroplane, from your place of stay to your home, as well as, where applicable, taxi fares on departure to travel from your place of stay to the station or airport, and on arrival, from the station/airport to your home.

If you fail to provide supporting documents (claims notification to the insurer, expert's report, police report, etc.) within a maximum of 30 days, we reserve the right to charge you the full cost of the service.

1.3.4. EARLY RETURN IN THE EVENT OF A TERRORIST ATTACK

During your trip, a terrorist attack occurs within a maximum radius of 100 km of your place of stay. If you wish to cut your trip short, we will organise and cover the cost of your journey by first-class train or economy-class flight from your place of stay to your home, as well as, where applicable, taxi fares on departure to travel from your place of stay to the station or airport, and on arrival, from the station/airport to your home. The request for early return must be made within a maximum of 72 hours following the attack.

1.3.5. EARLY RETURN IN THE EVENT OF A NATURAL DISASTER

During your trip, a natural disaster occurs in the area where you are staying.

You are not injured, but you wish to cut your trip short. We will organise and cover the cost of your journey by first-class train or economy-class flight from your place of stay to your home, as well as, where applicable, taxi fares on departure to travel from your place of stay to the station or airport, and on arrival, from the station/airport to your home.

The request for early return must be made within a maximum of 72 hours of the natural disaster occurring.

1.3.6. SEA AND MOUNTAIN SEARCH AND RESCUE COSTS

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

Only costs invoiced by a company duly authorised to carry out these activities may be reimbursed. Under no circumstances shall we be obliged to organise search and rescue operations.

1.3.7. TRANSMISSION OF URGENT MESSAGES (FROM ABROAD ONLY)

During your trip, if you are unable to contact someone in your country of residence, we will forward, at the time and on the day you have chosen, the message you have previously provided to us by telephone.

NOTE:

This service does not allow the use of PCV. Furthermore, we accept no liability whatsoever for the content of your messages, which remains subject to French law, in particular criminal and administrative law. Failure to comply with this legislation may result in the message being refused.

1.3.8. SENDING MEDICINES

If you are travelling abroad and your essential medicines – which are necessary for the continuation of your treatment and, in the opinion of our doctors, the interruption of which poses a risk to your health – are lost or stolen, we will seek equivalent medicines locally and, in such cases, arrange a medical consultation with a local doctor who will prescribe them for you.

If no equivalent medicines are available locally, we will arrange, from France only, for the medicines prescribed by your GP to be sent to you, provided that your GP sends our doctors a copy of the prescription he or she issued to you and that these medicines are available in local pharmacies. We cover the postage costs and will invoice you for any customs charges and the cost of the medicines. You undertake to reimburse us upon receipt of the invoice.

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

We accept no liability for delays, loss or theft of medicines during transit, nor for any resulting consequences. In all cases, the following are excluded: shipments of blood products and blood derivatives, products reserved for hospital use, or products requiring special storage conditions (in particular refrigeration), and, more generally, products not available in pharmacies in France. Furthermore, the discontinuation of the manufacture 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 THEFT, LOSS OR DESTRUCTION OF YOUR IDENTITY DOCUMENTS OR MEANS OF PAYMENT

1.4.1. INFORMATION ON THE PROCEDURES (SERVICE PROVIDED IN FRENCH ONLY)

If you lose your identity documents or they are stolen whilst travelling, you can call our 'Information' Service any day between 8.00 am and 7.30 pm (French time), except on Sundays and French public holidays, and we will advise you on the necessary procedures (filing a police report, renewing identity documents, etc.).

This information constitutes reference material as referred to in Article 66-1 of the amended Act of 31 December 1971. Under no circumstances does it constitute legal advice.

Depending on the circumstances, we will direct you to organisations or categories of professionals who may be able to assist you. Under no circumstances can we be held liable for your interpretation or use of the information provided.

1.4.2. CASH ADVANCE

In the event of theft or loss of your means of payment (credit card(s), chequebook(s), etc.) whilst you are travelling, we will send you – subject to payment of the corresponding sum by a third party and following prior approval from the financial institution that issued the payment instrument – a cash advance up to the amount specified in the Table of Cover Limits, so that you can meet essential expenses, subject to 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 TRAVEL TICKETS

In the event of theft or loss of your travel tickets during your stay, we may, at your request and in accordance with your instructions, assist you with your flight and hotel bookings. **Any costs incurred at your request remain your responsibility.**

2. WHAT WE EXCLUDE

Under no circumstances can we act in place of local emergency services.

In addition to the general exclusions applicable to the policy and set out in the paragraph 'EXCLUSIONS COMMON TO ALL RISKS' in the chapter 'SCOPE OF THE POLICY', the following are excluded or will not be covered:

- The consequences of situations involving a risk of infection in the context of an epidemic (unless otherwise stipulated in the cover), exposure to infectious biological agents, exposure to chemical agents such as combat gases, exposure to incapacitating agents, exposure to neurotoxic agents or agents with residual neurotoxic effects, which are subject to quarantine or specific preventive measures or monitoring by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of residence,
- Pre-existing illnesses and/or injuries that have been diagnosed and/or treated and which have resulted in continuous hospitalisation, day hospitalisation or outpatient treatment within the 6 months preceding any claim, whether due to the onset or worsening of the condition,
- Costs incurred without our consent, or not expressly provided for in these General Terms and Conditions of the policy,
- Expenses not supported by original documents,
- Claims arising in countries excluded from the cover provided by the policy or outside the period of cover, and in particular beyond the duration of the planned trip abroad,
- The consequences of incidents occurring during motorised trials, races or competitions (or their test runs), which are subject under current regulations to prior authorisation by the public authorities, where you are taking part as a competitor, or during test runs on a circuit subject to prior approval by the public authorities, even if you are using your own vehicle,
- Journeys undertaken for the purpose of medical diagnosis and/or treatment or cosmetic surgery, their consequences and the resulting costs,
- The organisation and coverage of transport as referred to in the section 'TRANSPORT / REPATRIATION' for minor ailments that can be treated locally and do not prevent you from continuing your journey,

- Requests for assistance relating to medically assisted reproduction or voluntary termination of pregnancy, their consequences and the resulting costs,
- Claims relating to surrogacy or gestation on behalf of another person, their consequences and the resulting costs,
- Incidents relating to a pregnancy where the risk was known prior to departure and their consequences (including childbirth), and in all cases, incidents arising from a pregnancy from the 36th week of amenorrhoea onwards and their consequences (including childbirth) and associated costs,
- Medical devices and prostheses (dental, hearing and medical),
- Spa treatments, their consequences and the resulting costs,
- Medical expenses incurred in your country of residence,
- Planned hospitalisations, their consequences and the resulting costs,
- Optical costs (e.g. spectacles and contact lenses),
- Vaccinations and vaccination costs,
- Medical check-ups and the associated costs, and their consequences,
- Cosmetic procedures, as well as any consequences thereof and the costs arising therefrom,
- Stays in a care home, their consequences and the resulting costs,
- Rehabilitation, physiotherapy and chiropractic treatment, their consequences and the resulting costs,
- Medical or paramedical services and the purchase of products whose therapeutic nature is not recognised by French law, and the associated costs,
- Health check-ups involving preventive screening, regular treatments or tests, their consequences and the associated costs,
- The organisation of search and rescue operations for persons at sea, in the mountains or in the desert (only the associated costs, invoiced by a duly authorised company, will be covered),
- Costs relating to excess baggage weight when travelling by air and the costs of forwarding luggage when it cannot be carried with you,
- Travel cancellation costs,
- Restaurant costs,
- Customs charges.

SCOPE OF THE CONTRACT

1. COMMENCEMENT AND DURATION OF COVER

Cover applies for the duration of the services organised by the tour operator, as described on your travel booking form, as well as during the outward and return journeys to your home, provided that these journeys do not exceed 48 hours.

However, if the total duration of the trip exceeds 90 days or if no date is specified for your return or the end of your stay, the cover shall automatically cease 90 days after the date of departure or the start of your stay as stated on the booking form.

2. COMBINATION OF COVER

If the risks covered by this policy are also covered by another insurance policy, you must inform us of the name of the insurer with whom the other policy was taken out (Article L 121-4 of the Insurance Code) as soon as this information comes to your attention and at the latest when you make a claim.

3. SUBROGATION

Once we have paid you compensation, we are subrogated to any rights and claims you may have against third parties liable for the loss, as provided for in Article L121.12 of the Insurance Code.

Our subrogation is limited to the amount of the compensation we have paid you or the benefits provided.

Where the services provided under the agreement are covered in whole or in part by an insurance policy taken out with another insurer or any other institution, we are subrogated to the Insured's rights and remedies against that insurer or institution.

4. EXCLUSIONS COMMON TO ALL RISKS

The general exclusions of the contract are those common to all insurance cover and assistance services described in these General Provisions.

The following are excluded:

- Epidemics and pandemics (unless otherwise stipulated in the cover), pollution, natural disasters,
- Civil or foreign wars, riots, popular uprisings, strikes,
- The Insured's voluntary participation in riots or strikes, brawls or assaults,
- The consequences of nuclear fission or any radiation emanating from a radioactive energy source,
- Unless otherwise provided, an earthquake, a volcanic eruption, a tidal wave, a flood or a natural disaster, except within the framework of the provisions arising from Law No. 82-600 of 13 July 1982 on compensation for victims of natural disasters (for insurance cover),
- The consequences of the use of medicines, drugs, narcotics and similar substances not prescribed by a doctor, and the misuse of alcohol,
- Any deliberate act on your part that may give rise to a claim under the policy.

5. EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (including, in particular, airlines) may impose restrictions on persons suffering from certain medical conditions or on pregnant women, which apply up until the start of the journey and are subject to change without notice (for example, in the case of airlines: medical examination, medical certificate, etc.).

Consequently, the repatriation of such persons may only take place provided that the carrier does not refuse to transport them and, of course, provided there is no unfavourable medical opinion (as provided for and in accordance with the terms set out in the section 'REPATRIATION ASSISTANCE') regarding the health of the Insured Person or the unborn child.

6. WHAT ARE THE LIMITATIONS IN THE EVENT OF FORCE MAJEURE OR OTHER SIMILAR CIRCUMSTANCES?

Under no circumstances can we act in place of local authorities in the event of an emergency. We cannot be held liable for any failure or delay in the provision of services resulting from force majeure or events such as:

- Civil or foreign wars, significant political instability, popular uprisings, riots, acts of terrorism, reprisals,
- Recommendations from the WHO or national or international authorities, or restrictions on the free movement of people and goods, for whatever reason, including health, security or weather-related reasons, or restrictions on or bans on air traffic,
- Strikes, explosions, natural disasters, nuclear fission, or any radiation emanating from a radioactive energy source,
- Delays and/or the inability to obtain the administrative documents, such as entry and exit visas, passports, etc., required for your travel within or out of the country where you are located, or for your entry into the country recommended by our doctors for hospitalisation,
- Use of local public services or third parties which we are obliged to use under local and/or international regulations,
- Lack of, or unavailability of, technical or human resources suitable for transport (including refusal to provide assistance).

7. HOW ARE THE CAUSES AND CONSEQUENCES OF THE INCIDENT ASSESSED?

- The causes and consequences of the incident are assessed by mutual agreement; failing that, by an amicable expert assessment, subject to the respective rights of the parties.
 - Each party shall appoint an expert; if the experts so appointed cannot agree, they shall appoint a third expert; the three experts shall act jointly and by majority vote. Should either party fail to appoint its expert, or should the two experts fail to agree on the choice of the third expert, the appointment shall be made by the President of the High Court of the place where the Policyholder is domiciled.
- This appointment shall be made upon a simple application signed by both parties or by one party alone, the other having been summoned by registered letter.
- Each party shall pay the costs and fees of its own expert and, where applicable, shall bear half the fees of the third expert.

8. WHAT ARE THE LIMITATION PERIODS?

Pursuant to Article L 114-1 of the Insurance Code, any claim arising from this contract is time-barred two years from the event giving rise to it. This period is extended to ten years for death cover, with beneficiaries' claims being time-barred no later than thirty years from that event.

However, this period shall not commence:

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

Where the Insured's claim against the Insurer arises from a claim by a third party, this limitation period shall run only from the date on which that third party brought legal proceedings against the Insured or was compensated by the Insured.

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

- acknowledgement by the debtor of the right of the person against whom the limitation period was running (Article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are concluded. The same applies where the claim is brought before a court lacking jurisdiction or where the document instituting the proceedings is set aside on the grounds of a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is deemed to have never taken place if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively dismissed (Article 2243 of the Civil Code);
- a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an enforcement order (Article 2244 of the Civil Code). It should be noted that:

A claim brought against one of the jointly and severally liable debtors by way of legal proceedings or an enforcement order, or the debtor's acknowledgement of the right of the person against whom the limitation period was running, interrupts the limitation period against all the others, even against their heirs.

Conversely, the service of a claim on one of the heirs of a jointly and severally liable debtor, or that heir's acknowledgement of the claim, does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such a demand or acknowledgement interrupts the limitation period, in respect of the other co-debtors, only in respect of the share for which that heir is liable.

To interrupt the limitation period in respect of the entire debt, as regards the other co-debtors, a demand must be made against all the heirs of the deceased debtor or all such heirs must acknowledge the debt (Article 2245 of the Civil Code).

A demand made to the principal debtor or an acknowledgement by the principal debtor interrupts the limitation period against the guarantor (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:

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

9. SUPERVISORY AUTHORITY

The supervisory authority is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

10. DATA COLLECTION

The Insured acknowledges that they have been informed that the Insurer processes their personal data in accordance with the regulations on the protection of personal data in force and that, furthermore:

- answers to the questions asked are mandatory and that, in the event of false statements or omissions, the consequences for the Insured may include the nullity of the insurance contract (Article L 113-8 of the Insurance Code) or a reduction in compensation (Article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for the conclusion and performance of the Policy and its cover, for the management of commercial and contractual relations, or for compliance with applicable legal, regulatory or administrative provisions.
- The data collected and processed is retained for the period necessary to fulfil the Contract or the legal obligation. This data is then archived in accordance with the time limits set out in the provisions relating to limitation periods.
- The recipients of the data concerning the insured person are, within the limits of their remit, the Insurer's departments responsible for the conclusion, management and performance of contracts and cover, as well as its delegates, agents, partners, subcontractors and reinsurers in the course of carrying out their duties.

It may also be passed on, where necessary, to professional bodies and to any persons involved in the Contract, such as solicitors, experts, court officers and ministerial officers, curators, guardians and investigators.

Information concerning the policyholder may also be disclosed to the policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities, and all public bodies authorised to receive such information, as well as to bodies responsible for oversight, such as statutory auditors, auditors and internal control departments).

- As a financial institution, the Insurer is subject to legal obligations arising primarily from the Monetary and Financial Code regarding the fight against money laundering and the financing of terrorism and, as such, carries out contract monitoring which may result in the filing of a suspicious activity report or the freezing of assets.
- Data and documents relating to the Insured are retained for a period of five (5) years from the termination of the Contract or the cessation of the relationship.
- Their personal data may also be used as part of measures to combat insurance fraud, which may, where appropriate, result in their inclusion on a list of individuals posing a risk of fraud.

Such inclusion may result in a delay in the assessment of their claim, or even a reduction in or refusal of a right, benefit, contract or service offered. In this context, personal data relating to you (or to the parties to or interested in the contract) may be processed by any authorised persons working within the Insurer Group's entities as part of the fight against fraud. This data may also be disclosed to authorised staff of organisations directly affected by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by law and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to assess the alert and is then deleted, unless the alert proves to be valid. In the event of a valid alert, the data is retained for up to five (5) years from the closure of the fraud case, or until the conclusion of any legal proceedings and the expiry of the applicable limitation periods.

For individuals included on a list of suspected fraudsters, data relating to them is deleted after a period of five years from the date of inclusion on that list.

- In its capacity as an Insurer, it is entitled to process data relating to offences, convictions and security measures, either at the time of taking out the insurance policy, during its term, or in the context of managing disputes.
- Personal data may also be used by the Insurer in connection with data processing operations it carries out for the purposes of research and development to improve the quality or relevance of its future insurance products and service offerings.
- Personal data relating to the Insured may be accessible to certain employees or service providers of the Insurer based in countries outside the European Union.
- The Insured Party has the right, upon providing proof of their identity, to access, rectify, erase and object to the processing of their data. They also have the right to request that the use of their data be restricted when it is no longer necessary, or to receive the data they have provided in a structured format where such data is necessary for the contract or where they have consented to its use.

They have the right to set out instructions regarding the handling of their personal data after their death. These instructions, whether general or specific, relate to the retention, erasure and disclosure of their data following their death.

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

by email: at the following

address: drpo@mutuaide.fr or

by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126 Rue de la Piazza, 93160 Noisy-le-Grand.

If, after making a request to MUTUAIDE, the data subject has not received a satisfactory response, they may lodge a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés).

11. HANDLING OF COMPLAINTS

1. In the event of a disagreement or dissatisfaction regarding the implementation of your policy, please bring this to MUTUAIDE's attention by calling 01 55 98 57 72 or by writing tovoyage@mutuaide.fr for the Assistance cover listed below:

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

If you are not satisfied with the response you receive, you may write to:

**MUTUAIDE
CUSTOMER QUALITY
SERVICE
126 Rue de la Piazza, 93160 Noisy-le-Grand**

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be dealt with within two months at the latest. If the dispute remains unresolved, you may refer the matter to the Insurance Ombudsman by writing to:

**The Insurance Ombudsman
TSA 50110
75441 Paris Cedex 09**

2. In the event of a disagreement or dissatisfaction regarding the administration of your policy, please bring this to the attention of XPLOASSUR by writing to the following address: 74–78 Rue Anatole France, 92300 Levallois-Perret, or by emailing reclamation@xploassur.com for the insurance cover listed below:

- Cancellation
- Price Guarantee
- Missed Departure
- Transport delay
- Inability to travel
- Luggage
- Costs of curtailing a holiday
- Costs of interruption to activities
- Inability to return

If you are not satisfied with the response you receive, you may write to:

**MUTUAIDE
Insurance Department
TSA 20001 – 93196 Noisy-le-Grand Cedex**

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be dealt with within two months at the latest. If the dispute remains unresolved, you may refer the matter to the Insurance Ombudsman by writing to:

**The Insurance Ombudsman
TSA 50110
75441 Paris Cedex 09**

3. In the event of any difficulties regarding the application of the Private Civil Liability cover abroad and Personal Accident cover, the Policyholder or the Insured may submit their claim to:

**GROUPAMA D'OC
14 rue de Vidailhan
PO Box 93131 – 31131 BALMA Cedex**

The Insurer shall acknowledge receipt of the claim within a period not exceeding 10 working days from the date of receipt, unless the response itself is provided to the customer within that period. It shall send the response to the insured person within a period not exceeding two months from the date of receipt.

Finally, if you remain dissatisfied following the response provided, you may refer the matter to the Insurance Mediation Service, provided that no legal proceedings have been initiated:

**The Insurance Mediation
Service, TSA 50110
75441 Paris Cedex 09**

The Insurance Mediation Service does not have jurisdiction over policies taken out to cover professional risks

12. RIGHT OF WITHDRAWAL

Appendix to Article A. 112-1

Information document regarding the exercise of the right of withdrawal provided for in Article L. 112-10 of the Insurance Code.

You are advised to check that you are not already covered by a policy covering any of the risks covered by the new contract. If this is the case, you have the right to withdraw from this contract within fourteen (calendar) days of its conclusion, free of charge and without penalty, provided that all the following conditions are met:

- you have taken out this contract for non-business purposes;
- this contract is taken out in conjunction with the purchase of a good or service sold by a supplier;
- you can prove that you are already covered for one of the risks covered by this new contract;
- the contract you wish to withdraw from has not been fully performed;
- you have not made any claims under this contract.

In this situation, you may exercise your right to cancel this policy by letter or any other durable medium addressed to the insurer of the new policy, accompanied by a document proving that you are already covered for one of the risks covered by the new policy. The insurer is obliged to refund the premium paid to you within thirty days of your cancellation.

If you wish to cancel your policy but do not meet all the above conditions, please check the cancellation terms set out in your policy.

Further information:

The cancellation letter – a template of which is provided below for the purpose of exercising this right – must be sent by post or any other durable medium to XPLOASSUR – 74–78 RUE ANATOLE FRANCE 92300 LEVALLOIS PERRET:

'I, the undersigned, Mr, residing at, hereby cancel my policy No. taken out with Mutuaide Assistance in accordance with Article L 112-10 of the Insurance Code. I confirm that, as at the date of dispatch of this letter, I am not aware of any claim involving cover under the policy.'

Consequences of cancellation:

Exercising the right of cancellation within the time limit set out in the box above results in the termination of the contract with effect from the date of receipt of the letter or any other durable medium. Once you become aware of a claim falling within the scope of the policy's cover, you may no longer exercise this right of cancellation.

In the event of withdrawal, you are only liable for payment of the portion of the premium or contribution corresponding to the period during which the risk was in force, 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 of withdrawal whilst a claim covered by the policy, of which you were unaware, has occurred during the withdrawal period.

LIST OF COUNTRIES

ZONE 1: FRANCE

Mainland France (FR) Principality of Monaco (MC)

ZONE 2: EUROPE & MEDITERRANEAN COUNTRIES

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

ZONE 3: WORLDWIDE

Except for countries excluded under the section '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) 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) Moldova (MD) Monaco (MC) Montenegro (ME) Norway (NO) Netherlands (NL) Poland (PL) mainland Portugal (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)



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



XPLOASSUR
74–78 rue Anatole France
92300 Levallois-Perret