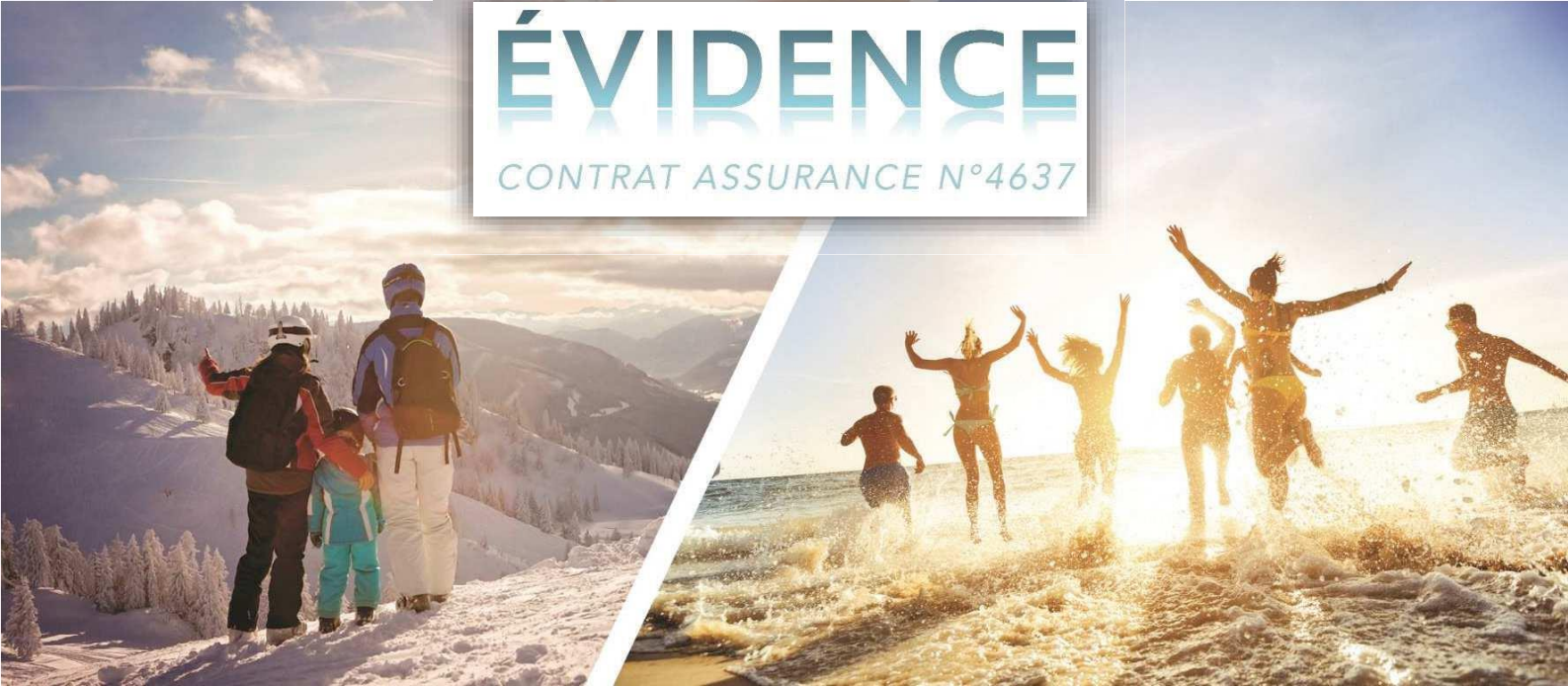


# ÉVIDENCE

CONTRAT ASSURANCE N°4637



## WHO SHOULD YOU CONTACT IN CASE OF LOSS?

### IN CASE OF LOSS OF INSURANCE, CONTACT:

#### MUTUAIDE ASSISTANCE

8-14, avenue des Frères Lumière - 94368 BRY SUR MARNE CEDEX  
24 hours a day, 7 days a week

- by phone from France: 01.55.98.71.52
- by phone from abroad: 33. 1.55.98.71.52 preceded by the local access code for the international network
- by fax: 01. 45.16.63.92
- by e-mail: [medical@mutuaide.fr](mailto:medical@mutuaide.fr)



To allow us to take action in the best conditions, consider gathering the following information that will be requested during your call:

- The number of your insurance policy,
- Your last name and first name,
- The address of your domicile,
- The country, city or town where you are at the time of the call,
- Specify the exact address (No., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

During the first call, a support file number will be sent to you. Always give it during any subsequent relations with our Assistance Service.

### IN CASE OF LOSS OF INSURANCE, CONTACT:

#### ASSURINCO

122 bis, quai de Tounis BP 90 932 – 31 009 TOULOUSE CEDEX  
Monday to Thursday from 2pm to 6pm and Friday from 2pm to 5pm

- by phone from France: 05.34.45.31.51
- by phone from abroad: 33.5.34.45.31.51 preceded by the local access code for the international network
- by e-mail: [sinistre@assurinco.com](mailto:sinistre@assurinco.com)



Une nouvelle idée  
de l'assurance tourisme et loisirs

AMOUNTS OF GUARANTEES AND DEDUCTIBLES TABLE		
Guarantees	Maximum amount incl. taxes	Deductible
Cancellation for medical reasons		No deductible
<b>Cancellation for covered reasons</b> <ul style="list-style-type: none"> <li>• Serious damage in private or professional premises</li> <li>• Theft in private or professional premises</li> <li>• Summons as a witness or for a jury trial</li> <li>• Summoned for the adoption of a child</li> <li>• Convocation for a remedial university examination</li> <li>• Obtaining a paid position or paid placement lay-off</li> <li>• Job transfer</li> <li>• Withdrawal or change to paid leave</li> <li>• Serious damage caused to the vehicle within 48 hours before departure</li> <li>• Theft of identity papers</li> <li>• Contra-indications of vaccination</li> <li>• Cancellation of the of the person accompanying (maximum 4)</li> </ul>	<p>€ 8,000 per person</p> <p>€ 40,000 per event</p>	<p>Deductible is € 30 per person except for guarantees:</p> <ul style="list-style-type: none"> <li>• Job transfer</li> <li>• Withdrawal or change to paid leave</li> <li>• Theft of identity papers</li> </ul> <p>for which the deductible is € 100 per person.</p>

## CANCELLATION FOR MEDICAL REASONS

You are guaranteed for the reasons and circumstances listed below, to the exclusion of all others, within the limits indicated in the Table of Guarantees:

Serious illness, serious bodily injury or death, including the consequences, sequels, complications or aggravation of an illness or an accident, noted prior to the reservation of the trip for:

- yourself,
- a family member,
- any person habitually living under your roof.

### Complications with pregnancy, occurring before the 28th week:

- and which result in the absolute cessation of any professional or other activity and provided that at the time of departure, you have not been pregnant for more than 6 months or
- if the nature of the trip is incompatible with the state of pregnancy, provided that you are not aware of your condition at the time of subscription.

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

**CANCELLATION FOR COVERED REASONS: with deductible of €30 / person**

You are guaranteed for the reasons and circumstances listed below, to the exclusion of all others, within the limits indicated in the Table of Guarantees:

- **Serious property damage** requiring your presence on the day of departure to take the necessary protective measures, as a result of fire, water damage or natural elements and reaching more than 50% your private or business premises.
- **Theft, occurring at the domicile or place of business**, requiring your presence on the day of departure, provided that it occurred within 48 hours before departure on the trip.
- **Your summons as a witness or for a jury trial** for the duration of your insured stay, and provided that the summons was not known at the time of the subscription of the policy.
- **Your summons for the adoption of a child**, for the duration of your insured stay, and provided that the summons was not known at the time of the subscription of the policy.
- **Your convocation**, on a date that occurs during the duration of your trip, for a remedial university examination, provided that the failure of the examination was not known at the time of subscription of this Contract.
- **Obtaining a paid position or paid placement**, taking effect before or during the dates planned for your trip, or while you were registered at the employment centre (Pole Emploi), provided that it is not a case of extension, renewal or modification of a type of contract or a mission provided by a temporary work agency.
- **Your lay off** or that of your spouse de jure or de facto, provided that the procedure had not been initiated on the date of subscription of this Agreement and / or that you did not know of the date of the event at the time of the subscription of the policy.
- **The cancellation for a guaranteed reason** of one or more persons registered at the same time as you (maximum of 4) and insured under this contract. If you wish to make the trip alone, additional costs will be taken into account, without our refund exceeding the amount due in the event of cancellation on the date of the event.
- **Serious damage to your vehicle** occurring within 48 hours of departure, and to the extent that it can no longer be used to travel to your place of residence / departure point.
- **A contraindication of vaccination**, the consequences of vaccination, or a medical impossibility of following a preventive treatment necessary for the chosen destination for your trip.

## CANCELLATION FOR COVERED REASONS: with deductible of €100 / person

- **Your job transfer**, for non-disciplinary reasons, imposed by your employer, requiring you to move for the duration of your insured stay or within 8 days before your departure and provided that the I not known at the time of the subscription of the#. This guarantee is granted to salaried employees, excluding members of a liberal professions, managers, legal representatives, freelance workers, craftsmen and entertainment workers.
- **Deleting or changing the date of your paid vacation by your employer**. This guarantee is granted to salaried employees, excluding members of a liberal professions, managers, legal representatives, freelance workers, craftsmen and entertainment workers. This leave, corresponding to an acquired right, must have been the subject of a prior agreement with the employer.
- **Theft, within 4 days before your departure, of your identity documents** (passport, identity card) essential to passing through customs scheduled during your trip, provided' theft report was made as soon as possible to the nearest police authorities.

## THE AMOUNT OF THE GUARANTEE

The compensation paid under this policy may in no case exceed the price of the trip declared at the time of the subscription of this policy and within the limits provided for in the Table of Guarantees.

We will refund the amount of the cancellation fees charged according to the terms of the cancellation schedule listed in the general conditions of the travel agency.

The booking fees of less than 50 euros, tips, visas and the premium paid in consideration for the subscription of this contract are not refundable.

## WHEN SHOULD YOU DECLARE THE INCIDENT?

There are two steps:

**1/** From the first manifestation of the disease or from the knowledge of the event resulting in the guarantee, you must **IMMEDIATELY notify your travel agency**.

**If you cancel the trip later with your travel agency, we will only refund the cancellation fees from the date of the contraindication found by a relevant authority, in accordance with the cancellation schedule set out in the Specific Terms and Conditions of Sale of the travel agency.**

**2/** On the other hand, you must declare the loss to ASSURINCO within five working days following the event giving rise to the guarantee.

## WHAT ARE YOUR OBLIGATIONS IN CASE OF AN INCIDENT?

Your written claim must be accompanied by:

- in the event of illness or accident, a medical certificate and / or an administrative bulletin of hospitalisation specifying the origin, the nature, the gravity and the foreseeable consequences of the illness or the accident,
- in the event of death, a certificate and the civil status record,
- in other cases, any notice justifying the reason for your cancellation.

You will need to provide ASSURINCO with the medical documents and information necessary to process your file, using the pre-printed "Medical Service Envelope", which we will send to you upon receipt of the insurance claim, as well as the medical questionnaire to be filled in by your doctor.

if you do not have these documents or information, you must have them sent to you by your attending physician and send them by means of the pre-printed envelope referred to above ASSURINCO.

You will also need to send any information or documents that you will be asked for that justify the reason for your cancellation, including:

- all photocopies of prescriptions prescribing medications, tests or examinations, as well as all documents justifying their issue or execution, and in particular medical insurance forms containing, for the prescribed medications, a copy of the corresponding vignettes.
- the statements of the Social Security or any other similar body, relating to the reimbursement of treatment fees and the payment of daily allowances,
- the original of the paid debit invoice that you are required to pay to the travel agency or that the latter retains, the number of your insurance policy,
- the registration form issued by the travel agency,
- in the event of an accident, you will have to specify the causes and circumstances and provide us with the names and addresses of the persons responsible, as well as, if any, witnesses,
- and any other document that is necessary.

In addition, it is expressly agreed that you accept in advance the principle of inspection by our medical adviser. Therefore, if you oppose it without legitimate reason, you will lose your rights to guarantee.

## WHAT WE EXCLUDE

The cancellation guarantee does not cover the impossibility of leaving related to the physical organisation, to the conditions of accommodation or security of the destination.

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

- An event, illness or accident that has been the subject of initial observation, a relapse, an aggravation or a hospitalisation between the date of purchase of the stay and the date of subscription of the insurance policy,
- Any circumstance detrimental only to simple enjoyment,

- Pregnancy including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- Failure to obtain a vaccination,
- The default of any kind, including financial, of the carrier rendering impossible the performance of its contractual obligations,
- The lack or excess of snow,
- Any medical event for which the diagnosis, the symptoms or the cause thereof are of a psychological, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than 3 consecutive days subsequent to the subscription of this Contract,
- Pollution, the local health situation, the natural disasters subject to the procedure referred to by Law No. 82.600 of 13 July 1982 and their consequences, weather or climate events,
- The consequences of criminal proceedings that you are subject to,
- The absence of unforeseeable circumstances,
- Of an intentional and / or punishable act by the law, the consequences of the drunkenness and the consumption of drugs, of any stupefying substance mentioned in the Code of Public Health, of medicinal products and treatments not prescribed by a doctor,
- The simple fact that the geographical destination of the trip is discouraged by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event that could be the responsibility of the travel agency under the current French Tourism Code,
- The non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination card, except in case of theft within 4 days prior to departure.

## REPATRIATION ASSISTANCE GUARANTEE

AMOUNTS OF GUARANTEES AND DEDUCTIBLES TABLE		
Guarantees	Maximum amount incl. taxes	Deductible
Repatriation or medical transport	Real costs	No deductible
Repatriation of accompanying persons	Return ticket*	No deductible
Repatriation of children under 18	Round trip ticket*	No deductible
Visit of a loved one	Round trip ticket*	No deductible
	Hotel expenses € 50 per night	
	Maximum 10 nights	
Extension of stay	Hotel expenses 50 € per night	No deductible
	Maximum 10 nights	
Hotel expenses	Hotel expenses 50 € per night	No deductible
	Maximum 10 nights	
Medical expenses outside the country of residence	€ 30,000 per person	Deductible of € 30 per person
	€ 150,000 per event	
Repatriation of body:		
• Repatriation of body	Real costs	No deductible
• Funeral expenses necessary for transport	€ 2,500 per person,	No deductible
• Repatriation of accompanying family member	Return ticket*	No deductible
Legal Assistance Abroad		No deductible
• Payment of legal fees	€ 5,000	No deductible
• Advance of bail money	€ 10,000	No deductible
Early return	Return ticket*	No deductible
Assistance to minors left alone at home	Round trip ticket *	No deductible
Sending medicinal products abroad	Postage	No deductible
Transmission of urgent messages	Real cost	No deductible
Search and rescue expenses	€ 10,000 per person	
	€ 20,000 per event	
Cash advance	€ 1,500 per person,	No deductible
Replacement driver	Ticket or Driver	No deductible

\* 1st class train or economy class airline

You are ill, injured or die during a guaranteed trip. We take action in the following conditions:

### REPATRIATION OR MEDICAL TRANSPORT

You are ill or injured during a guaranteed trip. We organise and take care of your repatriation at home or in a hospital near you.

Only medical requirements are taken into consideration in order to fix the date of repatriation, the choice of means of transport or the place of hospitalisation. The repatriation decision is taken by our medical adviser, after consulting the visiting attending physician and possibly the family doctor.

During your repatriation, and on prescription of our medical adviser, we organise and take care of the transport of an accompanying person by your side.

**Any refusal of the solution proposed by our medical team entails the cancellation of the guarantee of personal assistance.**

### REPATRIATION OF ACCOMPANYING PERSONS

You are sick or injured during a guaranteed trip.

If the members of your beneficiary family or of an insured person accompanying you when an event occurs cannot return by the means initially envisaged, we organise and cover the transport to their residence by first class train or economy class airline.

### REPATRIATION OF CHILDREN UNDER 18

If you are sick or injured and no one is able to take care of your children under 18, we organise and pay for the return journey by first class train or economy class airline, of a person of your choice or of one of our hostesses to bring them back to your home or that of a member of your family.

### VISIT OF A LOVED ONE

You are hospitalised on site by decision of our medical team, before your medical repatriation, for a duration longer than 7 days. We organise and pay for the round-trip transport by first class train or economy class airline, of a relative residing in the same country as you, as well as his/her living expenses (room, breakfast) so that he or she can come to your bedside.

We cover the cost of his or her accommodation up to the amount indicated in the Table of Guarantees.

**Meals or other expenses remain in all cases the responsibility of this person.**

**This guarantee cannot be combined with the "Repatriation of accompanying persons" guarantee.**

### EXTENSION OF STAY

You are hospitalised during a guaranteed trip and our doctors judge that this hospitalisation is necessary beyond your initial date of return.

We cover the cost of accommodation (room and breakfast) of your family members or an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Guarantees.

Only medical requirements are taken into consideration in granting this guarantee.

**Meals or other expenses remain in all cases the responsibility of this person.**

**This guarantee cannot be combined with the "Visit of a Loved One" guarantee.**



## HOTEL EXPENSES

If you are obliged to extend your stay for proven medical reasons, without hospitalisation and with the agreement of the medical adviser, we organise and pay the hotel expenses (room and breakfast) as well as those of the members of your family beneficiary or an insured carer, up to the amount indicated in the Table of Guarantees.

## MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

When medical expenses have been incurred with our prior agreement, we will reimburse you for the part of these expenses that have not been covered by the insurance companies to which you are affiliated.

We only step in once the reimbursements have been made by the aforementioned insurance companies, after a deductible the amount of which is indicated in the Table of Guarantees, and subject to the communication of the original proofs of refund from your insurance company.

This reimbursement covers the expenses defined below, provided that they concern care received by you outside your country of residence following an illness or an accident occurring outside your country of residence.

In this case, we will reimburse the amount of the expenses incurred up to the maximum amount indicated in the Table of Guarantees.

In the event that the insurance company to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Guarantees, subject to the communication by you of the original invoices for the medical expenses and the certificate of non-coverage issued by the insurance company.

This benefit ceases from the day we are able to perform your repatriation.

Nature of the expenses giving right to refund (subject to prior agreement):

- medical fees,
- cost of medicines prescribed by a doctor or surgeon, ambulance fees prescribed by a doctor for transportation to the nearest hospital and this only in the case of refusal of coverage by insurance companies,
- hospitalisation costs provided that the beneficiary is deemed unfit for transfer by decision of the Medical assistance service, taken after collecting information from the local doctor (the hospitalisation costs incurred from the day we are able to perform your repatriation are not covered),
- emergency dental expenses (capped at the amount indicated in the Table of Guarantees, without applying a deductible).

## EXTENSION OF COVERAGE: ADVANCE ON HOSPITALISATION FEES (OUTSIDE THE COUNTRY OF RESIDENCE)

We can, within the limits of the amounts of care provided for above, advance the hospitalisation expenses to which you have to commit outside your country of residence, with the following cumulative conditions:

- The doctors of MUTUAIDE ASSISTANCE must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- You or anyone authorised by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this service:
- To take steps to cover the costs with the insurance companies within 15 days from the date of sending the necessary elements for these steps by MUTUAIDE ASSISTANCE,
- To reimburse MUTUAIDE ASSISTANCE for the sums collected for this purpose from the insurance companies within one week of receipt of these sums.

We will only be liable, and within the limit of the amount of coverage provided for the "medical expenses" service, for the costs not covered by the insurance companies. You must provide us with a certificate of non-coverage from these insurance companies within one week of receipt.

**In order to preserve our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter committing you to take the necessary steps with regard to the social agencies and repay the sums provided.**

**Failure to take the steps for coverage by the insurance companies in time, or failing to submit the certificate of non-coverage from these insurance companies to MUTUAIDE ASSISTANCE within the time frames, means you will not under any circumstances be able to use the "medical expenses" service and will have to reimburse the full amount of the hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will launch, if necessary, any and all recovery procedures, the cost of which will be borne by you.**

## REPATRIATION OF THE BODY

You die during a guaranteed trip. We organise the repatriation of your body to the place of funeral in your country of residence.

In this context, we take care of:

- Costs of transporting the body,
- Costs related to custodial care imposed by applicable legislation,
- Costs directly required for the transport of the body (handling, transport-specific facilities, packaging) up to the amount indicated in the Table of Guarantees.

We organise and cover, if they cannot return by the means initially envisaged, the transport to their residence of the members of your beneficiary family or of an insured person accompanying you when an event occurs, by first class train or in an economy class airline.

## LEGAL ASSISTANCE ABROAD

During a guaranteed trip, you are liable to prosecution and incarceration for non-compliance or inadvertent violation of local laws and regulations.

We will advance the deposit required by the local authorities to allow your provisional release, up to the amount indicated in the Table of Guarantees.

The repayment of this advance must be made within a month of the presentation of our refund request. If the bail money is refunded to you before this time by the authorities of the country, it must be returned to us immediately.

We may reimburse you up to the amount indicated in the Table of Guarantees for the fees of the legal representatives whom you may be able to freely engage if proceedings are brought against you, provided that the alleged facts are not liable to criminal sanction according to the country's legislation.

**This guarantee does not apply to facts relating to your professional activity or the custody of a motorised land vehicle.**

## EARLY RETURN

If you have to terminate your trip prematurely in the cases listed below, we will cover your additional transportation costs and those of your beneficiary family members or an insured person under this accompanying policy, if transportation provided for your return and theirs cannot be used as a result of this event, on the basis of a first class rail ticket or economy class airline.

We take action in the case of:

- Hospitalisation or death of a member of your family, a person in charge of the care of your minor child and / or handicapped person at home, of your professional replacement,
- Theft, serious fire, explosion, water damage, or damage caused by the forces of nature to your business or private premises, and necessarily involving your presence to take the necessary protective measures.

## ASSISTANCE TO MINORS LEFT AT HOME

If during your trip, one of your minor or handicapped children who remained in your country of residence is ill or injured, we remain at the disposal of the person in charge of his or her care to organise his or her transport to the hospital centre best able to provide the care necessitated by his or her condition, provided that you have given us prior written permission. We ensure that the child returns home and will keep you informed of his or her condition. If your presence is essential, we organise your return by first class train or economy class airline.

## SENDING MEDICINE ABROAD

When travelling outside your country of residence, you are deprived of medicines essential to your health, following a loss or theft. We take care of the identification and the dispatch of these medicines, in case these medicines or their equivalents recommended by the doctors of MUTUAIDE ASSISTANCE cannot be found locally provided that we obtain from you the contact details of your primary care general practitioner).

We cover the shipment of medicines by the fastest means, subject to local and French legal requirements.

**Customs fees as well as the purchase cost of the medicine are your responsibility.**

## TRANSMISSION OF URGENT MESSAGES

You are unable to contact a person in your country of residence. We send the message if you are unable to do so.

The messages transmitted cannot be of a serious or delicate nature. The messages remain under the responsibility of their authors who must be able to be identified, and must assume full responsibility. We only play the role of intermediary for their transmission.

## SEARCH AND RESCUE EXPENSES

We cover, up to the amount indicated in the Table of Guarantees, the costs of search at sea or in the mountains following an event putting your life in danger. Only fees charged by a company duly authorised for these activities may be reimbursed.

**Under no circumstances can we replace the local emergency relief organisations.**

## ADVANCE OF FUNDS (only abroad)

During a guaranteed trip, your means of payment or your official documents (passports, national identity card, etc.) have been lost or stolen.

On simple call to our service, we can inform you about the steps that need to be taken (filing a complaint, renewing the papers, etc.)

The information provided is information of a documentary nature referred to in Article 66.1 of the amended law of 31 December 1971. It does not constitute legal consultation.

Subject to an attestation of theft or loss issued by the local authorities, we may grant you an advance of funds up to the amount indicated in the Table of Guarantees, against an acknowledgement of debt sent back to MUTUAIDE ASSISTANCE.

**This advance is repayable to MUTUAIDE ASSISTANCE within 30 days of the funds being made available. In the absence of payment, we reserve the right to launch any and all necessary recovery procedures.**

## REPLACEMENT DRIVER

If you are sick or injured on a guaranteed trip to one of the countries listed below and you are no longer able to drive your vehicle: if none of the passengers are likely to replace you, we will provide a driver for the return of the vehicle to your place of residence by the most direct route.

We cover the cost of travel and the salary of the driver.

The driver is required to comply with the labour legislation, and in particular must - under the current French regulations - observe a stop of 45 minutes after four and a half hours' driving, the overall daily driving time must not exceed 9 hours.

If your vehicle is more than 8 years old and/or 150 000 km or if its condition and/or its load does not comply with the standards defined by the French Highway Code, you must mention it to us. We reserve the right not to send a driver.

In this case, and in replacement of the provision of a driver, we provide and pay for a 1st class train ticket or an economy class air ticket to search for the vehicle.

This service applies only in the following countries:

France (including Monaco, Andorra, except DOM-TOM), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

**The cost of fuel, tolls, hotel costs and meals for any passengers remain at your expense.**

## EXCLUSIONS OF ASSISTANCE TO PEOPLE

- In addition to the exclusions in the article "GENERAL EXCLUSIONS", the following do not give rise to any action on our part:
- Travel undertaken for the purpose of diagnosis and / or treatment,
- Medical and hospitalisation expenses in the country of residence,
- Drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary mutilation of the Insured,
- Benign conditions or lesions that can be treated in the country and / or that do not prevent the Insured from continuing his journey,
- States of pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary termination of pregnancy, the consequences of childbirth,
- Convalescence and conditions under treatment, not yet consolidated and with a risk of sudden aggravation,
- Previously identified illnesses for which the Insured was hospitalised in the 6 months preceding the date of departure on the trip,
- Events related to medical treatment or surgery that are not unexpected, accidental or accidental,
- Prosthesis costs: optical, dental, acoustic, functional, etc.
- The consequences of infectious risk situations in the context of an epidemic that are subject to quarantine or preventive measures or specific monitoring by the international health and / or local health authorities of the country where you are staying and / or country of origin.
- Costs of spa treatment, aesthetic treatment, vaccination and related costs,
- Nursing home stays and related expenses,
- Rehabilitation, physiotherapy, chiropractic and related expenses
- Intended hospitalisations.



## CURTAILMENT OF STAY AND ACTIVITIES GUARANTEE

AMOUNTS OF GUARANTEES AND DEDUCTIBLES TABLE		
Guarantees	Maximum amount incl. taxes	Deductible
Curtailement of stay Curtailement of activities	€ 30,000 per event 100 € per day / Maximum 3 days	No deductible

### CURTAILMENT OF STAY

Following your medical repatriation organised by MUTUAIDE ASSISTANCE or any other assistance company, we will refund you and the members of your insured family or a person under this contract who accompanies you, the expenses of stays already paid and not used (transport not included) *pro rata temporis*, from the night following the event resulting in medical repatriation or hospitalisation in situ.

Likewise, if a member of your family who is not travelling, is hospitalised for serious illness or serious bodily injury or dies, and you have to interrupt your stay and we repatriate, we will refund you and the members of your insured family or a person accompanying you, *pro rata temporis*, the expenses of stay already paid and not used (transport not included) as from the night following the date of the anticipated return.

We also take action in the case of theft, serious fire, explosion, water damage, or damage caused by the forces of nature to your business or private premises, and necessarily involving your presence to take the necessary protective measures. We will refund you and the members of your insured family or a person under this contract who accompanies you, the expenses of stays already paid and not used (transport not included), as from the night following the date of the anticipated return.

### CURTAILMENT OF ACTIVITIES

When you, or a member of your family beneficiaries, are sick and you cannot carry out a temporary ground service (excursions, visits, etc.) for a medical reason that does not require your repatriation or your hospitalisation, we take action to the limit of the amount set out in the Table of Guarantees, to the extent that they appear on your original travel invoice.

### THE AMOUNT OF THE GUARANTEE

The compensation paid under this policy may not under any circumstances exceed the price of the trip declared at the time of the subscription of this policy and within the limits provided for in the Table of Guarantees.

### WHAT WE EXCLUDE

In addition to the exclusions common to all the guarantees, we cannot take action in the following circumstances:

- Transport ticketing
- An aesthetic treatment, a cure, an abortion, an in vitro fertilisation and its consequences;
- Epidemics

### WHAT ARE YOUR OBLIGATIONS IN CASE OF AN INCIDENT?

You must declare your claim with ASSURINCO within 5 days of becoming aware of it and must send to ASSURINCO all the documents necessary for the constitution of the file and thus prove the merits and the amount of the claim.

In all cases, the originals of the detailed invoices of the tour operator showing the land services and the transport services will be systematically requested.

Without the communication to our medical adviser of the medical information necessary for the instruction, the claim cannot be processed.

## GENERAL PROVISIONS

### DEFINITIONS

#### We, the Insurer

For Guarantees of Assistance and Insurance excluding Civil Liability for Foreign and Individual Accident Insurance, the Insurer is MUTUAIDE ASSISTANCE - 8/14 avenue des Frères Lumière - 94368 Bry-sur-Marne Cedex - SA (private limited company) with capital of € 12,558,240 fully paid - Company governed by the Insurance Code RCS 383 974 086 Créteil - VAT No. FR 31 3 974 086 000 19.

For the Civil Liability and Foreign Liability Coverages with a policy number of 35.806.460, the Insurer is TOKIO MARINE EUROPE INSURANCE LIMITED.

#### Serious bodily injury

Any sudden deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim found by a relevant medical authority resulting in the issuance of an order to take medication for the benefit of the patient and involving the cessation of any professional or other activity.

#### Insured

Physical person or group duly insured under this contract and the corresponding formula. These persons, hereinafter referred to as "you", must be domiciled in Metropolitan France, DOM-ROM COM and sui generis communities or in Europe.

#### Insured (Guaranteed Civil Liability Foreign Privacy and Individual Accidents)

These persons must be domiciled in mainland France or overseas department and have adhered to this policy by a tour operator or a travel agency

#### Terrorist attack

Any act of violence constituting a criminal or illegal attack against persons and / or property in the country in which you are staying, the purpose of which is to seriously disturb public order through intimidation and terror and which is the object of media coverage.

This "attack" will have to be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks occur on the same day, in the same country, and if the authorities consider it to be one and the same coordinated action, this event will be considered as one and the same event.

#### Luggage

Travel bags, suitcases, trunks and their contents, excluding the clothing you wear.

#### Natural disasters

Any abnormal intensity of a natural agent not arising from human intervention. Any phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

#### Definition of assistance to people

Assistance to individuals includes all benefits provided in the event of illness, injury or death of the insured persons, during a guaranteed trip.

#### Travel guarantee

Travel organised by the Subscriber and for which you are insured with the corresponding formula. The period of validity of the guarantees corresponds to the dates of stay indicated on the invoice issued, with a maximum duration of 90 consecutive days.

#### Domicile

For guarantees of Assistance and Insurance excluding Civil Liability Foreign and Individual Accident, the domicile means the main and usual place of residence in France, DOM-ROM COM and sui generis communities or in Europe. In case of dispute, the fiscal domicile is the domicile. For the Civil Liability and Third-Party Personal Accident cover, the domicile must be located in Continental France or Overseas Department.

#### DOM-ROM, COM and sui generis communities

Guadeloupe; Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthélemy, New Caledonia.

#### Duration of the guarantees

- The "Cancellation" guarantee takes effect on the day of your subscription to the insurance contract and expires on the day of your departure.
- The period of validity of the other guarantees corresponds to the dates of stay indicated on the invoice issued, with a maximum duration of 90 consecutive days.

#### Essential items

Dress and toilet effects allowing you to temporarily cope with the unavailability of your belongings.

#### Europe

Europe means the following countries: Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, Germany, Gibraltar, Hungary, Greece, Ireland, Italy and its islands, Liechtenstein, Latvia, Spain, 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.

#### Events that are covered under assistance

Illness, injury or death during a guaranteed trip.

#### Performance of services

The services guaranteed by this agreement can only be initiated with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenses made on the authority of the Insured can be reimbursed by MUTUAIDE ASSISTANCE.

#### Deductible

The share of the loss left to the Insured under the contract in case of compensation following a loss. The deductible can be expressed as an amount, percentage, day, hour, or kilometre.

#### Group

All participants appearing on the same trip registration form.

## Long-haul

"Long-haul" refers to travel to other countries in the world.

## Maghreb

Algeria, Morocco, Tunisia.

## Illness

Sudden and unpredictable impairment of health noted by a relevant medical authority.

## Serious illness

Any sudden deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim found by a relevant medical authority resulting in the issuance of an order to take medication for the benefit of the patient and involving the cessation of any professional or other activity.

## Maximum per event

In the event that the guarantee is in favour of several insured persons who are victims of the same event and insured under the same special conditions, the insurer's guarantee is in all cases limited to the maximum amount provided for under this guarantee regardless of the number of victims. As a result, compensation will be reduced and paid in proportion to the number of victims.

## Family member

Your spouse, de jure or common law, or any person who is bound to you by a PACS, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner from one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces, cousins or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

## Medium-haul

Medium-haul means travel to Europe and the Maghreb countries.

## We organise

We take the necessary steps to give you access to the service.

## We cover

We finance the service.

## Nullity

Any fraud, falsification or misrepresentation or false testimony likely to implement the guarantees provided for in the agreement, result in the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

## Precious objects

Beads, jewellery, watches, wearable furs, as well as for any sound and / or image reproduction apparatus and accessories, shotguns, fishing gear, laptop computers.

## Incident

Random event likely to trigger the guarantee of this contract.

## Subscriber:

The organiser of the trip having its registered offices in mainland France.

## Territoriality

The whole world.

## GENERAL EXCLUSIONS

The following do not give rise to any action on our part:

- Services which have not been requested during the trip or which have not been arranged by us, or in agreement with us, do not give right, *a posteriori*, to a refund or compensation
- Meal and hotel costs, except those specified in the text of the guarantees,
- Damages caused intentionally by the Insured and those resulting from his or her participation in a crime, an offence or a fight, except in self-defence,
- The amount of the damages and their consequences,
- The use of narcotics or drugs not prescribed medically,
- Being under the influence of alcohol,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,
- The practice, professionally, of any sport,
- Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- Expenses incurred after the return from the trip or the expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,
- The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, asset seizures or constraints by law enforcement officers,
- The use by the Insured of air navigation equipment,
- The use of the tools of war, explosives and firearms,
- Damages resulting from intentional or fraudulent misconduct of the Insured in accordance with article L.113-1 of the Insurance Code,
- Suicide and attempted suicide,
- Epidemics, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, hostage-taking,
- The decay of the atomic nucleus or any radiation from an energy source having a radioactive character.

MUTUAIDE ASSISTANCE cannot under any circumstances be held liable for breaches or setbacks in the performance of its obligations that may result from force majeure, or events such as civil or foreign war, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, or their consequences.

## COMPLEMENTARY MULTI-RISK BANK CARD

**Attention: before any call, contact first the insurance of your bank card. To subscribe to this guarantee, it is imperative that you benefit from a multi-services bank card offering Cancellation and Repatriation Assistance guarantees: Gold Mastercard, Visa Premier, Infinite Platinum, American Express Gold excluding other types of credit cards. Only bank cards issued by a French bank are accepted. It is imperative that your tax domicile is located in France to subscribe to this guarantee.**

## RULES FOR THE OPERATION OF ASSISTANCE SERVICES

Only the call of the Insured at the time of the event entails the implementation of assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the rights of the applicant, organises and pays the services provided for in this agreement.

To benefit from a service, the Insured can be asked by MUTUAIDE ASSISTANCE to justify the eligibility he claims and to produce, at his expense, the forms and documents proving this right.

The Insured must allow our doctors access to any medical information concerning the person on whose behalf we take action. This information shall be dealt with in accordance with the principles of medical confidentiality.

**MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency relief organisations and takes action within the limits of the agreements given by the local authorities, nor can it assume the costs thus incurred, with the exception of the cost of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the case of minor ailments or minor injuries that do not require repatriation or medical transport.**

The actions that MUTUAIDE ASSISTANCE takes are in full compliance with national and international laws and regulations. They are therefore linked to the obtaining of the necessary authorisations from the relevant authorities.

When MUTUAIDE ASSISTANCE has covered the transport of an Insured, the Insured must return to it the originally planned and unused return ticket.

MUTUAIDE ASSISTANCE decides the nature of the airline ticketing available to the Insured according to the possibilities offered by the air carriers and the duration of the trip.

## CONDITIONS OF REFUNDS

Refunds of the Insured can be made by us only on presentation of original invoices paid corresponding to expenses incurred with our agreement.

Requests for refund should be addressed to:

**MUTUAIDE ASSISTANCE  
Incident Management Service  
8-14, avenue des Frères Lumière  
94368 BRY SUR MARNE CEDEX**

## COMPLAINTS PROCESSING

1. In case of disagreement or dissatisfaction with the implementation of your policy, we ask you to inform MUTUAIDE by calling 01.55.98.71.53 or by writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the! Guarantees of assistance listed below:

- Repatriation or medical transport
- Repatriation of accompanying persons
- Repatriation of accompanying persons
- Repatriation of children under 18
- Visit of a loved one
- Extension of stay
- Hotel costs
- Medical expenses outside the country of residence
- Repatriation of bodies
- Legal Assistance Abroad
- Early return
- Assistance to minors left alone at home
- Sending medicinal products abroad
- Transmission of urgent messages
- Search and rescue costs
- Cash advance (only abroad)
- Replacement driver

If the answer you receive is not satisfactory, you can send an email to:

**MUTUAIDE CUSTOMER QUALITY SERVICE  
8/14 AVENUE DES FRERES LUMIERE  
94368 BRY-SUR-MARNE CEDEX**

MUTUAIDE shall acknowledge receipt of your email within 10 working days. It will be dealt with within 2 months at most. If the disagreement persists, you can bring your complaint to Mediation by letter to:

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

2. In the event of disagreement or dissatisfaction with the implementation of your policy, we invite you to inform ASSURINCO by calling 05.34.45.31.51 or by writing to [sinistre@assurinco.com](mailto:sinistre@assurinco.com) for the Insurance guarantees listed below:

- Cancellation without cause and without supporting documents
- Same-day cancellation
- Basic cancellation
- Cancellation including previous diseases
- Cancellation All Justified Causes
- Luggage
- Missed flight
- Delayed transport
- Interruption of stay / activities
- Departure impossible
- Return impossible
- Compensation trip
- Price maintenance
- Total cancellation of school group

If the answer you receive is not satisfactory, you can send an email to:

**MUTUAIDE**  
**Service Assurance**  
**TSA 20296**  
**94368 Bry sur Marne Cedex**

MUTUAIDE shall acknowledge receipt of your email within 10 working days. It will be dealt with within 2 months at most.

If the disagreement persists, you can bring your complaint to Mediation by letter to:

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

3. In the event of difficulty implementing the Civil Liability and Private Third-Party Liability cover, the Subscriber or the Insured may send his claim to:

**TOKIO MARINE EUROPE INSURANCE LIMITED**  
**6-8 Boulevard HAUSMANN - 75009 PARIS**  
**Tel.: 01 53 29 30 00 - Fax: 01 42 97 43 87**  
**Or [reclamations@tokiomarine.fr](mailto:reclamations@tokiomarine.fr)**

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

Finally, if your disagreement persists after the answer given, you could seize the Ombudsman of the French Federation of Insurance Companies provided that no legal action has been taken:

**LE MEDIATEUR DE LA FFSA**  
**BP290 - 75125 PARIS CEDEX 09**

## **DATA COLLECTION**

The Insured acknowledges having been informed that the Insurer processes his or her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

- the answers to the questions asked are mandatory and in case of false statements or omissions, the consequences for I her may be the nullity of the subscription to the contract (Article, 113-8 of the Insurance Code) or the reduction in compensation (Article, 113-9 of the Insurance Code),

- The processing of personal data is necessary for the acceptance and performance of its contract and its guarantees, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed are kept for the duration necessary for the performance of the contract or the legal obligation. The data are then archived in accordance with the durations provided for by the prescription provisions.
- The recipients of the personal data are, within the limits of their attributions, the services of the Insurer in charge of the handing over, management and performance of the insurance and guarantees, its delegates, agents, partners, subcontractors, reinsurers in the exercise of their duties. They may also be forwarded to professional bodies as well as to all persons involved in the contract, such as lawyers, experts, legal assistants and ministerial officers, curators, tutors and investigators. Information concerning him or her may also be transmitted to the Subscriber, as well as to all persons authorised by Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and supervisory authorities and any public bodies authorised to receive it as well as the services in charge of control such as statutory auditors, auditors and departments in charge of internal control).
- As a financial institution, the! is subject to the legal obligations arising mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or of an asset freeze measure. Data and documents relating to the! are retained for a period of five (5) years from the closing of the contract or termination of the relationship.
- His or her personal data may also be used as part of anti-fraud insurance processing that may lead, if necessary, to inclusion on a list of people at risk of fraud.
- This registration may result in an extension of the study of his or her case, or the reduction or refusal of the benefit of a right, a provision of service, or a contract or a service offered.

In this context, personal data concerning him or her (or concerning the parties or interested parties to the contract) may be processed by any authorised person working within the entities of the Insurer's Group in the fight against fraud. These data may also be sent to authorised staff of the bodies directly affected by fraud (other insurance bodies or intermediaries, judicial authorities, mediators, arbitrators, legal assistants, departmental officers, third-party bodies authorised by a legal provision and, where applicable, victims of fraud or their representatives).

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



For the persons registered on a list of suspected fraudsters, the data concerning them are deleted after the 5-year delay as from the date of inclusion on this list.

- As an insurer, it is entitled to carry out data processing relating to offences, convictions and security measures either at the time of subscription to the contract, or during its performance or as part of the management of litigation.
- Personal data may also be used by the Insurer in the context of processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance products and / or assistance and offers of services.
- Personal data may be accessible to some of the Insurer's employees or service providers in countries outside the European Union.
- The Insured has, by proving his or her identity, a right of access, rectification, deletion and opposition to the data processed. He or she also has the right to request the limitation of the use of his or her data when they are no longer necessary, or to recover in a structured format the data he or she provided when they were necessary to the contract or when he or she consented to the use of these data.

He or she has the right to set guidelines on the fate of his or her personal data after his or her death. The general or particular directives concern the storage, deletion and communication of their data after their death.

These rights may be exercised with the Insurer's Representative for Data Protection:

- by email: at the address: [DRPO@mutuaide.fr](mailto:DRPO@mutuaide.fr)

or

- by letter: by writing to the following address: Representative for Data Protection - MUTUAIDE ASSISTANCE - 8/14 Avenue des Frères Lumière - 94368 Bry-sur-Marne.

After making the request to the delegated representative for data protection and having not obtained satisfaction, he or she has the opportunity to submit a claim to the CNIL (*Commission Nationale Informatique et Libertés*).

## SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the indemnities paid and services provided by it in the rights and actions of the Insured, against any person responsible for the facts that prompted its action. When the services provided under the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured against this company or institution.

## Prescription

Pursuant to Article, 114-1 of the Insurance Code, any action deriving from this contract is prescribed by two years from the event giving rise to it. This period is extended to ten years for death cover, the actions of beneficiaries being prescribed no later than thirty years from the date of this event.

However, this period shall not start:

- in case of concealment, omission, false or inaccurate statement of the risk, that of the day the Insurer became aware of it;
- in the event of an incident only on the day when the persons concerned learned about it, if they prove that they did not know of it until then.

When the action of the insured against the insurer is the result of appeal by a third party, the statutory limitation period only runs from the day on which the third party instituted proceedings against the insured or was compensated by the latter.

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

- recognition by the debtor of the right of the person against whom he prescribed (article 2240 of the French Civil Code);
- a claim in court, even in summary proceedings, until the proceedings are discontinued. It is the same when it is brought before a court with no jurisdiction or when the act of referral to the jurisdiction is annulled by the effect of a procedural violation (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the plaintiff withdraws his or her claim or allows the case to lapse, or if his or her claim is definitively rejected (Article 2243 of the French Civil Code);
- a precautionary measure taken under the French Code of Civil Enforcement Procedures or an enforcement document (Article 2244 of the French Civil Code).

It should be noted that:

A service of process by a legal action or by an act of forced execution upon one of the joint and several debtors, or his acknowledgement, interrupts prescription against all the others, and even against their heirs.

On the other hand, a service of process made upon one of the heirs of a joint-and-several debtor or an acknowledgement by that heir does not interrupt prescription against the other coheirs, even if the claim is secured by a mortgage, where it is not indivisible. That service of process or that acknowledgement interrupts prescription, with regard to the other co-debtors, only for the share for which that heir is liable.

In order to interrupt prescription for the whole, with regard to the other co-debtors, it is necessary to have the service made on all the heirs of the deceased debtor, or an acknowledgement of all the heirs (Article 2245 of the French Civil Code).

A service made upon a principal debtor, or his acknowledgement, interrupts prescription against the surety (Article 2246 of the French Civil Code).

The limitation period can also be interrupted by:

- the appointment of an expert following the incident;
- the sending of a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured regarding the action for payment of the contribution, and sent by the Insured to the Insurer with respect to the settlement of the compensation).

## DISPUTE RESOLUTION

Any dispute arising between the Insured relating to the fixing and payment of services shall be submitted by the most diligent party, failing amicable resolution, to the relevant jurisdiction of the Insured's domicile in accordance with the provisions of Article 2,114-1 of the French Insurance Code.

## FALSE DECLARATIONS

**When the following change what is covered by the risk or diminish it in our opinion:**

**Any concealment or intentional misrepresentation is sanctioned by nullity of the contract. The premiums paid are still vested and we will be entitled to demand the payment of premiums due, as provided for in Article L 113.8;**

**Any omission or misrepresentation on your part where dishonesty is not established entails the cancellation of the contract 10 days after the notification which will be addressed to you by registered letter and / or the application of the reduction of compensation in the Code of Insurance such as provided for in Article L 113.9.**

## SUPERVISORY AUTHORITY

The authority in charge of the control of MUTUAIDE is the Prudential Control and Resolution Authority (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9