

CONTRACT NO. 7058 MULTI-RISK

General Provisions for Assistance and Insurance Contract no. 7058

- Cancellation of "special theme trips"
- Guarantee of prices
- Missed departure
- Delay of flight, train and boat
- Departure impossible
- Baggage
- Repatriation assistance
- Expenses for interruption of stay
- Expenses for interruption of activity
- Return impossible



Une nouvelle idée de l'assurance tourisme et loisirs

General provisions valid for all subscriptions from 1 January 2021

PLEASE CONTACT

**FOR ANY INCIDENT INVOLVING ASSISTANCE
DURING YOUR STAY**



Assistance hotline 7D/week – 24H/day

Tel : 01 55 98 87 87

or (from abroad) + 33 1 55 98 87 87

Email: voyage@mutuaide.fr

Contract number to be mentioned: no. 7058

FOR ANY INSURANCE CLAIM

(Cancellation, Price guarantee, Baggage, Interruption of stay, etc.)



Une nouvelle idée de l'assurance tourisme et loisirs

From monday to thursday from 2PM to 6 PM, on Friday
from 2 PM to 5 PM

Tel : 05 34 45 31 51

Fax : 05 61 12 23 08

Email : sinistre@assurinco.com

Contract number to be mentioned: no. 7058

EFFECTIVE DATE AND DURATION OF THE GUARANTEES

GUARANTEES	EFFECTIVE DATE	EXPIRATION OF GUARANTEES
TRAVEL CANCELLATION	The day of subscription	The day of departure <i>(rendezvous location for departure)</i>
OTHER INSURANCE GUARANTEES AND ASSISTANCE SERVICES	The departure date in the present contract. <i>(rendezvous location for departure)</i>	The day of return from the trip <i>(location where the group disperses)</i> ATTENTION, in all cases, our guarantees will automatically cease 90 days after the day of departure.

GENERAL PROVISIONS

A FEW TIPS

BEFORE GOING ABROAD

- Remember to bring documents and forms which are appropriate for the duration and nature of your trip, as well as for the country where you are going (for the European Economic Area and for Switzerland, bring your European Health Insurance Card with you). These various forms are issued by the Caisse d'Assurance Maladie (health insurance fund) with which you are affiliated in order to benefit, in case of illness or accident, from direct coverage of your medical expenses by this organisation.
- If you travel to a country that is not part of the European Union and the European Economic Area (EEA), you must check before your departure see whether this country has established a Social Security Agreement with France. To do so, you must contact your Caisse Primaire d'Assurance Maladie to know whether you enter into the scope of application of said agreement and whether you must complete formalities (obtaining of a form, etc.). To obtain these documents, you must contact the competent entity before your departure (in France, contact the Caisse primaire d'assurance maladie (health insurance fund)).
- If you are following treatment, remember to bring your medications and prescriptions and put them in your carry-on luggage to avoid interruption of your treatment in case of delayed or lost luggage. In fact, certain countries (United States, Israel, etc.) do not permit expedition of these types of products.

ON SITE

- If you practice a high-risk physical or motor activity, or visit an isolated area within the framework of your trip, we advise you to first make certain that an emergency rescue procedure has been put in place by the competent authorities in the concerned country, to be able to respond to an eventual request for emergency intervention.
- In case of loss or theft of your keys, it may be important to know the numbers of them. Take the precaution of noting these references.

- Similarly, in case of loss or theft of your documents of identification of your means of payment, it is easier to reconstitute these documents if you have gone to the effort to make photocopies of them and to write down the numbers of your passport, identification card and bank card, which you keep separately.
- If you are ill or seriously injured, contact us as quickly as possible, after having made sure to call the emergency services (SAMU (paramedics), fire department, etc.) whose services we cannot replace.

ATTENTION

Certain pathologies may represent a limit to the conditions of application of the contract.

We advise you to read the present General Provisions carefully.

TABLE OF GUARANTEE AMOUNTS

INSURANCE GUARANTEES	AMOUNT GUARANTEED	DEDUCTIBLE
CANCELLATION		
Illness, accident or death	€ 8 000 per person € 40 000 per event	Without Deductible
Medical disability to practice sports		Without Deductible
Pregnancy complications		Without Deductible
Contraindication of vaccination		Without Deductible
Granting of a job/internship		Without Deductible
Professional transfer		Without Deductible
Dismissal for economic reasons		Without Deductible
Theft / destruction at professional or private premises		Without Deductible
Serious damage to vehicle at D - 48h		Without Deductible
Notice to appear before a court		Without Deductible
Notice to be present for make-up examination		Without Deductible
Refusal of visa		Without Deductible
Separation of couple		Without Deductible
Loss or theft of administrative documents at D - 48h		25% of amount of cancellation fees
Modification of vacation by employer		25% of amount of cancellation fees
Attacks, Riots, Acts of piracy		25% of amount of cancellation fees
Natural Disasters		25% of amount of cancellation fees
Random events		25% of amount of cancellation fees
Cancellation of an insured for a covered reason		Deductible applicable depending on reason for cancellation
Replacement of the insured, if reason covered		Deductible applicable depending on reason for cancellation
GUARANTEE FOR PRICES		
Fuel surcharge	Medium haul : € 150/ person and € 750 / case Long haul : € 300 / person and € 900/ case	Threshold of intervention : Medium haul : €25 / pers Long haul : € 50 / pers
Increase in airport taxes		
Change in currency prices		
MISSED DEPARTURE		
for a covered reason or during paid transport => reimbursement of a ticket to reach destination	50 % of package 80% of round-trip ticket if flight only	Without Deductible
DELAYED FLIGHT, BOAT AND TRAIN		
Indemnification if delay at departure of more than 4 hours	Reimbursement of days missed on a prorated basis for price of stay on land with max of € 150 /p/day missed, max € 300 / PERSON	4 hours
Expenses for transport following a delay	€ 200 / personne	4 heures

	€ 2 000 / event	
If delay on arrival of return trip	€ 100 / person	Without Deductible
If delay on arrival of return trip resulting in unexpected absence from work location of the Insured	Set reimbursement of € 150 /pers/day of absence; Max € 300 / pers. clause may not be combined with conditions above for indemnification on arrival.	4 hours
DEPARTURE IMPOSSIBLE		
Expenses for transport (Trip airport/Domicile)	€ 50/ person; max € 15/ case	Without Deductible
Expense following postponement of travel	10% of price of initial trip max € 230 /person and € 1 000 /case	Without Deductible
BAGAGES		
including sports and leisure equipment	€ 3 000	50 € / case or 10 % of the amount of losses with min 50 € for sports and pro equipment
including professional equipment		
Expense for recovery of documents of identification	€ 155	Without Deductible
Late delivery (basic necessities)	€ 300 / person and 3 000 €/ event	More than 24 hours
Expense for transport following late delivery	€ 200 / person and € 2 000 / event	More than 24 hours
EXPENSE FOR INTERRUPTION OF STAY OR ACTIVITIES		
Expense for interruption of stay	Prorated : € 8 000 / person € 40 000 / event	Without Deductible
Expense for interruption of activities	Prorata temporis : Max 100 € / jour / personne	Without Deductible
RETURN IMPOSSIBLE		
Prolongation of guarantees: baggage, RC	Max 6 days	1 night
Expense for interruption of stay	10% of price of insured trip per additional night (min € 50 /night; max 5 nights)	1 night
ASSISTANCE GUARANTEES	AMOUNT GUARANTEED	DEDUCTIBLE
ASSISTANCE IN CASE OF ILLNESS, ACCIDENT		
Transport/repatriation	Real expenses	€ 50 / person
Return of family members or of an insured accompanying person insured	Ticket for return trip	€ 50 / person
Presence during hospitalisation	Round-trip ticket – Hotel expenses: 100 € / night (max 10 nights)	€ 50 / person
Continuation of stay for a circuit	€ 500	€ 50 / person
Prolongation of stay (insured and accompanying person)	Hotel expenses: 100 € / night (max 10 nights)	€ 50 / person
Person to accompany children under age 18	Round-trip ticket or hostess	€ 50 / person
Early return in case of: <ul style="list-style-type: none"> • Hospitalization of a family member • Of a person looking after minor-age, or adult handicapped who remained at home • Professional replacement 	Ticket for return trip	€ 50 / person
Advance of expenses for hospitalisation and reimbursement of medical expenses abroad, including expenses for hyperbaric chamber in a private or public structure. <ul style="list-style-type: none"> • Europe and Mediterranean countries • Rest of the world 	€ 80 000 / person € 150 000 / person	€ 50 / person
Dental emergency	€ 250	€ 50 / person
ASSISTANCE IN CASE OF DEMISE		
Transport of remains	Real expenses	Without Deductible
Expense for coffin or urn	€ 2 300	Without Deductible
Return of insured accompanying person	Ticket for return trip	Without Deductible
Early return in case of: <ul style="list-style-type: none"> • Death of a family member, 	Ticket for return trip	Without Deductible

<ul style="list-style-type: none"> • of person looking after minor-age and/or adult handicapped child who remained at home • professional replacement 		
Identification of remains and death formalities	Round-trip ticket and hotel expense: € 100 / night (max 10 nights)	Without Deductible
TRAVEL ASSISTANCE		
Travel information (before and during stay)		Without Deductible
Advance of bail abroad	€ 15 000	Without Deductible
Coverage of lawyers fees abroad	€ 13 000	Without Deductible
Early return in case of: <ul style="list-style-type: none"> • damage to domicile • attack • natural disaster 	Ticket for return trip	Without Deductible
Expense for search and rescue at sea and in the mountains	€ 15 245	Without Deductible
Transmission of urgent messages (from abroad only)		Without Deductible
Sending of medications	Expense for expedition	Without Deductible
Assistance for theft, loss or destruction of identification <ul style="list-style-type: none"> • Information on procedures • Assistance in case of theft or loss of your travel tickets 	Organisation Organisation	Without Deductible
Advance of funds	€ 1 500	Without Deductible

GENERAL INFORMATION

1. PURPOSE OF THE CONTRACT

The present General Provisions of the insurance and assistance contract established between MUTUAIDE ASSISTANCE, Company governed by the Insurance Code, and the Subscriber, serve to specify the reciprocal obligations of MUTUAIDE ASSISTANCE and the Insureds defined hereafter. This contract is governed by the Insurance Code.

2. DÉFINITIONS

- **INSURED:** Insureds are considered as natural persons traveling with the Subscriber of the present contract, hereafter designated by the term "You
- **INSURER :** The insurance guarantees and assistance services specified in the present contract are guaranteed and implemented by MUTUAIDE ASSISTANCE, 126 Rue de la Piazza, 93160 Noisy-le-Grand – S.A. au capital de 12.558.240 entièrement versé– Entreprise régie par le Code des Assurances RCS 383 974 086 Bobigny – TVA FR 31 3 974 086.
- **ACCIDENT:** any sudden, unforeseen event and/or event that is external to the victim or damaged property, constituting the cause of the harm.
- **ACCIDENT (OF A PERSON):** A sudden and unforeseen event affecting the Insured, that is not non intentional on the part of the Insured, resulting from the sudden action of an external cause.
- **SERIOUS ACCIDENT:** any harm, temporary or definitive, to your physical integrity, observed medically, involving the cessation of any professional activity or other and having necessitated medical follow-up and monitoring.
- **CANCELLATION:** Pure and simple cancellation of the trip which you have reserved, due to reasons or circumstances leading to application of the guarantee and which are mentioned in the "TRIP CANCELLATION" section.
- **ATTACK:** Attack refers to any act of violence, constituting a criminal or illegal attack, having been perpetrated against persons and/or property in the country of your travel, having the purpose of seriously disrupting public order through intimidation and terror, and having received media coverage. This Attack will have to have been recognized by the French and European Ministry of Foreign Affairs.
- **BENEFICIARY:** person benefiting from the benefits provided, not personally, but due to his relationship to the insured.
- **BAGGAGE:** travel bags, suitcases, trunks and their contents, to the exclusion of the clothing that you are wearing.
- **NATURAL DISASTER:** Natural disaster refers to a phenomenon such as an earthquake, a volcanic eruption, a tidal wave, a flood or natural cataclysm resulting from the abnormal intensity of an agent that is natural and recognized as such by the public authorities.
- **COM:** St Pierre et Miquelon, St Martin and St Barthélémy.
- **BROKER / INTERMEDIARY:** Broker / Intermediary refers to the brokerage firm of ASSURINCO located at 122 bis Quai de Tounis, BP 90932, 31009 Toulouse Cedex and acting on behalf of the subscriber in the relationship with MUTUAIDE.
- **DISTANT DESTINATIONS:** "Distant destinations" are considered as the following countries: South Africa, Argentina, Bali, Cambodia, Canada, Chile, China, Costa Rica, Cuba, United States, Guadeloupe, India, Kenya, Madagascar, Martinique, Mauritius, Mexico, Dominican Republic, Reunion Island, Tanzania, Thailand, Vietnam and Zanzibar.
- **DOMICILE:** Domicile refers to your principal and habitual place of residence, as indicated on your income tax notice.
- **DROM:** Reunion Island, Martinique, Guadeloupe, Guyana and Mayotte.
- **ABROAD:** The term Abroad signifies the entire world with the exception of your Country of domicile and the excluded countries.
- **EUROPE :** Europe refers to the following countries: Germany, Austria, Andorra, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France Greece, Gibraltar, Hungary, Greece, Ireland, Italy and Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Norway, the Netherlands, Poland, Portugal, Romania, the United Kingdom, Slovakia, Slovenia, the Czech Republic, San Marino, Sweden and Switzerland.
- **EVENT:** Any event which causes harmful consequences, which may result in application of one or several guarantees of the contract.
- **MAINLAND FRANCE:** refers to France, Corsica, the principality of Monaco.
- **DEDUCTIBLE:** portion of the indemnity remaining as your responsibility.
- **HOSPITALISATION:** Any admission of an Insured to a hospital centre (hospital or clinic) prescribed by a doctor, following an Illness or Accident and involving spending at least one night at the establishment.
- **IMMOBILISATION:** Physical incapacity (total or partial) from moving, observed by a doctor, following an Illness or Accident, and requiring rest at home or onsite. It will have to be justified by a medical certificate or depending on the concerned Insured, by a detailed report on absence from work.
- **LONG HAUL:** Any country other than the countries listed as Medium Haul.
- **ILLNESS:** Pathological condition duly observed by a competent medical authority.
- **SERIOUS ILLNESS:** Pathological condition that has been duly observed by a medical doctor who formally prohibits the person from leaving the domicile and requiring medical care and the absolute cessation of any professional activity.
- **FAMILY MEMBER:** Family member refers to the spouse, partner in a civil solidarity pact, common-law spouse living at the same address, the legitimate, natural or adopted child(ren) of the Insured, the father and mother, brothers and sisters, including the children of the spouse or common-law spouse of one of your direct ascendants or descendants, grandparents, in-laws (notably

the parents of the spouse of the Insured), grandchildren, legal guardian, brothers-in-law and sisters-in-law, sons and daughters in law, aunts and uncles, nieces and nephews.

- **AVERAGE HAUL:** "Middle Haul" destinations include the following countries: Albania, Algeria, Andorra, Germany, Austria, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Canary Islands, Cap Verde, Cyprus, Croatia, Denmark, Spain and islands, Egypt, Estonia, Finland, France, Greece and islands, Hungary, Ireland, Iceland, Israel, Italy and islands, Jordan, Latvia, Lebanon, Libya, Lichtenstein, Luxembourg, Lithuania, Macedonia, Madera, Malta, Morocco, Moldavia, Monaco, Norway, The Netherlands, Poland, Portugal, Czech Republic, Slovakia, Romania, United Kingdom, Russia, Senegal, Slovakia, Sweden, Switzerland, Syria, Tunisia, Turkey, Ukraine, Vatican and Yugoslavia.
- **COUNTRY OF ORIGIN:** is considered as the country where you reside.
- **MEDITERRANEAN COUNTRIES:** Bosnia Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.
- **POM:** French Polynesia, New Caledonia
- **REPATRIATION:** Transport of the Insured organized by us following an Illness or injury by Accident, under the conditions and in the manner specified in the "TRANSPORT/REPATRIATION" paragraph.
- **INCIDENT:** Incident refers to any event that is random and of a nature to trigger one of the guarantees of the present contract.
- **INCIDENT AT THE DOMICILE:** Fire, break-in or water damage occurring at your Domicile during your trip, and demonstrated by documents specified within the framework of the "EARLY RETURN IN CASE OF INCIDENT AT THE DOMICILE" benefit.
- **SUBSCRIBER:** travel organizer, headquartered in France, who has subscribed the present contract on behalf of its clients, hereafter referred to as the Insureds.
- **WEAR:** Depreciation of the value of property caused by use or its conditions of maintenance as of the day of the Incident.
- **DEPRECIATION:** Depreciation of the value of property caused by time as of the day of the Incident.
- **REGULAR FLIGHT:** scheduled flight done by a commercial airplane, whose specific times and frequencies conform to those published in the "Official Airlines Guide".
- **"CHARTER" FLIGHT:** flight chartered by a tourism organization within the framework of non-regular service.
- **TRAVEL:** travel or stay of a maximum duration of 90 days, organized and sold or provided by an authorized organization or intermediary and specified during the period of validity of the present contract.

3. WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT

EXCLUSIONS: in general, exclusions include countries embroiled in civil or foreign war, known political instability, or experiencing popular movements, rioting, acts of terrorism, reprisals, restriction of the free circulation of people and property (regardless of the reason, notably related to health, safety, meteorology, etc.) or disintegration of an atomic nucleus or any other radiation coming from a source radioactive energy.

4. HOW TO USE OUR SERVICES ?

➤ YOU NEED ASSISTANCE

In case of an emergency, it is absolutely imperative to contact the local emergency services for any problems coming under their domain of expertise.

In order to permit us to intervene, we recommend that you prepare for your call.

We will ask you for the following information:

- your last and first name(s),
- the specific place where you are located, the address and telephone number where you can be contacted,
- your contract number.

You must:

- call us immediately at telephone no.: 01.55.98.87.87 (or 33.1.55.98.87.87)
- you must obtain our approval before undertaking any initiative or committing to any expense,
- comply with the solutions that we recommend,
- provide us with all information relative to the contract subscribed,
- provide us with all originals of supporting documentation for expenses for which reimbursement is requested.

We reserve the right to request any necessary supporting documentation (death certificate, proof of residence, certificate of cohabitation, documentation on expenses, etc.) for any request for assistance.

We intervene under the express condition that the event for which we are asked to provide service is uncertain at the time of subscription and at the time of departure.

Thus, coverage shall not apply for an event whose origin is related to a pre-existing illness and/or injury that was diagnosed and/or treated and for which a person was hospitalised continuously, or received outpatient or ambulatory care in the 6 months preceding the date of departure whether this involves the manifestation or aggravation of said condition.

In any event, our involvement may not replace interventions by the local public services or any other party intervening on whose services we would have to rely by virtue of local and/or international regulations.

➤ YOU WANT TO DECLARE AN INCIDENT COVERED UNDER THE INSURANCE GUARANTEES

Within 2 business days, starting from the time that you become aware of the Incident for the "BAGGAGE AND PERSONAL EFFECTS", and within 5 days in all other cases, you or any other person acting on your behalf must notify the travel organizer and open a claim file at:

ASSURINCO
Service Indemnisation Clients
122 bis Quai de Tounis
BP 90932 - 31009 Toulouse cedex
Tél. : 05 34 45 31 51 - Email : sinistre@assurinco.com

Attention:

If you are late in informing your trip organizer about your intention to cancel, we only cover the cancellation expenses that are contractually payable as of the date of occurrence of the event granting the right to the guarantee, and you shall be responsible for the difference.

5. FALSE DECLARATIONS

When they change the subject of the risk or decrease our opinion of it:

- Any reticence or intentionally false declaration on your part results in invalidity of the contract. The premiums paid are retained by us and we will be within our rights to require the payment of premiums come due, as specified in article L 113-8 of the Insurance Code.
- Any omission or inexact declaration on your part for which bad faith is not established results in cancellation of the contract 10 days after notification has been sent to you by registered mail and/or the application of the reduction of indemnities in conformity with article L 113-9 of the Insurance Code.

6. FORFEITURE OF THE GUARANTEE AND SERVICE FOR FRAUDULENT DECLARATION

In case of an Incident or request for intervention in application of the insurance guarantees and/or services of assistance (specified in the present General Conditions), if you consciously provide inexact or false documents or use fraudulent resources or make inexact or reticent declarations, you will forfeit any rights to the insurance guarantees and services of assistance specified in the present General Conditions, for which these declarations are required.

7. WHAT YOU SHOULD DO ABOUT YOUR TICKET FOR TRANSPORT ,

When transport is organized and handled in application of the clauses of the contract, you agree to either reserve us the right to use the transport ticket that you hold, or to reimburse us the amounts that you obtain as reimbursement from the organization that issued your transport ticket.

DESCRIPTIONS OF THE INSURANCE GUARANTEES

MODIFICATION / CANCELLATION

1. WHAT WE COVER

We reimburse you for partial payments or any amount retained by the travel organizer, and under the conditions of sale of the trip (excluding administrative fees), when you are forced to cancel your travel before the departure.

2. UNDER WHAT CIRCUMSTANCES DO WE INTERVENE

We intervene for the reasons and under the circumstances mentioned hereafter, to the exclusion of all others.

REASONS GRANTING THE RIGHT OF THE GUARANTEE (WITHOUT DEDUCTIBLE)

- **SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH**

including aggravation or previous illnesses and the aftermath of a previous accident:

- of you, your spouse or persons accompanying you, provided that they are under the same contract,
- of your ascendants, descendants and/or those of your spouse or those of the person accompanying you, provided that they are under the same contract,
- brothers, sisters, including the children of the spouse or common-law spouse of one of your ascendants, brother-in-law, sister-in-law, son-in-law, daughter-in-law,
- of your professional replacement provided that his name is mentioned at the time of subscription of the contract,
- of the person responsible, during your travel:
 - for looking after your minor-age children provided that his name is mentioned in the contract subscription,
 - of the person responsible for looking after a handicapped person, provided that this person lives with you under the same roof, regardless of whether you are the legal guardian and as long as his name is mentioned in the contract subscription.

- **MEDICAL CONTRAINDICATION FROM PRACTICING THE ACTIVITIES OF THE THEME OF THE STAY** with medical documentation specifying the fact that the person is not fit to practice the specified activity.
- **COMPLICATIONS DUE TO PREGNANCY** resulting in complete discontinuation of all professional or other activities, and provided that, at the time of departure, you were not more than 7 months pregnant.
- **CONTRAINDICATION OF VACCINATION**
- **GRANTING OF EMPLOYMENT OR AN INTERNSHIP IF THE INSURED IS REGISTERED FOR UNEMPLOYMENT BENEFITS** starting before or during the travel.
- **PROFESSIONAL TRANSFER OBLIGING YOU TO RELOCATE BEFORE YOU RETURN FROM YOUR TRIP:** Provided that your transfer was not known on the day of subscription of the present contract.
- **DISMISSAL FOR ECONOMIC REASONS:** of you, of your spouse. Provided that the decision was not known at the time of reservation of your travel or of subscription of the present contract.
- **DESTRUCTION OF PROFESSIONAL AND/OR PRIVATE PREMISES :** occurring after the date of description of the present contract, due to fire, explosion or water damage, provided that said premises is destroyed at more than 50 %.
- **THEFT AT PRIVATE OR PROFESSIONAL PREMISES :** The significance of the theft must require your presence and occur within the 48 hours preceding your departure.
- **SERIOUS DAMAGE TO YOUR VEHICLE :** occurring in the 48 hours preceding your departure and rendering the vehicle irreparable within the timeframes necessary for you to arrive at the rendez-vous location stated by the trip organizer or to the location of your stay, by the date initially specified and to the extent that your vehicle is indispensable for getting you there.
- **NOTIFICATION, WHICH MAY NOT BE MODIFIED, TO APPEAR BEFORE A COURT:** The date of the notice to appear must coincide with the period of your travel.
- **NOTICE-TO-APPEAR FOR MAKE-UP EXAMINATION :** following failure of an examination, not known at the time of reservation of the trip (higher level studies only), said examination having to take place during the period of travel.
- **REFUSAL OF A TOURIST VISA BY THE AUTHORITIES OF THE COUNTRY :** No request may have been made beforehand and refused by these authorities for this same country. Supporting documentation from the Embassy will be required.
- **SEPARATION OF A MARRIED COUPLE, PERSONS BOUND BY A CIVIL SOLIDARITY PACT OR KNOWN TO BE LIVING IN A COMMON-LAW RELATIONSHIP :** This guarantee is only granted upon presentation of legal and administrative documents proving the real reason for the separation or proving the status of cohabitation in case of common-law marriage (procedure of divorce, severance of civil solidarity pact, all documents attesting to cohabitation of the couple, bills from EDF GDF, TELECOM, joint bank accounts, joint declaration, etc.).

REASON GRANTING THE RIGHT TO THE GUARANTEE WITH SPECIFIC DEDUCTIBLE

- **LOSS OR THEFT OF IDENTIFICATION CARD, PASSPORT :** in the 48 hours before departure, if these documents are necessary for travel.
- **MODIFICATION OF DATES OF PAID LEAVE DUE TO THE EMPLOYER:** The vacation must have been approved by the employer before reservation of the travel. The following socio-professional categories are excluded from this guarantee: heads of companies, independent professionals, artisans and temporary show business workers.
- **ATTACK, RIOT, ACT OF TERRORISM, ACT OF PIRACY:** Committed in the city or cities of destination or stay (or within a radius of 100 kilometers) and within a period of 30 days before the date of your departure.
- **NATURAL DISASTER OCCURRING ABROAD:** In the city or cities of destination of stay when the following conditions are satisfied:
 - The event resulted in property damage and bodily harm in the city or destination of your stay,
 - The date of your departure is scheduled to occur less than 30 days after the date of occurrence of the event,
 - No similar event has occurred in the city or destination of your stay in the 30 days preceding the reservation of your travel services.
- **RANDOM EVENTS:** In all cases of unforeseeable cancellation on the day of subscription of the present contract, independent of your will and justified.
- **WITHDRAWAL OF AN INSURED:** In case of cancellation for a justified cause, of one or several persons (up to 8 persons maximum) register at the same time as you and insured under the present contract.
- **EXPENSE FOR MODIFICATION AND/OR POSTPONEMENT:** of the stay for a guaranteed reason for cancellation, if these expenses are less than the total expenses for cancellation.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract and listed in the paragraph "COMMON EXCLUSIONS TO ALL RISKS" of the chapter "FRAMEWORK OF THE CONTRACT", The guarantee "CANCELLATION OF TRAVEL" does not cover the impossibility of departure related to the physical organisation of the trip by the organiser or the conditions of accommodation or security of the destination (with the exception of the reasons covered under this contract)

We cannot intervene under the following circumstances:

- Cancellation caused by a person hospitalized at the time of reservation of the travel or subscription of the contract, complications related to pregnancy when the person is more than 7 months pregnant at the time of departure,

- **Illness requiring mental or psychotherapeutic treatments including nervous depression having resulted in hospitalization for more than 4 consecutive days at the time of the date of cancellation of your travel,**
- **Forgotten vaccination,**
- **Accidents resulting from practicing the following sports: bobsleigh, rock-climbing, skeleton, competitive luge, all aerial sports (excluding kitesurf), as well as those resulting from participation or training for matches or competitions,**
- **Non-presentation, for any reason at all, of documents which are necessary for travel, such as passport, visa, transport tickets, vaccination records,**
- **Illnesses, accidents having already been observed, a relapse, aggravation or hospitalisation between the date of purchase of the trip and the date of subscription of the present contract.**

4. AMOUNT OF THE GUARANTEE

We cover the amount of expenses for cancellation incurred on the day of the event which may trigger the guarantee, in conformity with the terms and conditions of sale of the travel organizer, with a maximum amount and Deductible as indicated in the Table of Guarantee Amounts.

5. TIMEFRAME IN WHICH YOU MUST DECLARE THE INCIDENT TO US

You must immediately notify the travel agency or travel organizer, and notify us in the 5 business days following the event which triggers the guarantee. To do so, you must send us the declaration of incident which you will find the end of the present General Provisions.

In case of Cancellation and/or late declaration, we will only cover the cancellation expenses payable as of the date of occurrence of the Incident having resulted in Cancellation.

ASSURINCO

Service Indemnisation Clients

122 bis Quai de Tounis

BP 90932 - 31009 Toulouse cedex

Tel. : 05 34 45 31 51 - Email : sinistre@assurinco.com

6. YOUR OBLIGATIONS IN CASE OF A CLAIM

Your declaration must be accompanied:

- in case of Illness or Accident, by a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the Illness or Accident, as well as a photocopy of the document on absence from work and photocopies of the prescriptions including the stickers from the prescription medications or analyses and examinations done,
- in case of dismissal for economic reasons, a photocopy of the letter of dismissal, a photocopy of the employment contract, and a photocopy of the pay statement attesting to full and final settlement of accounts,
- in case of complications related to pregnancy, a photocopy of the prenatal examination report and a photocopy of the document attesting to absence from work,
- in case of death, a certificate and a document to prove the family relationship (document of civil status),
- in other cases, any supporting documentation.

The medical certificate must be sent in a closed envelope to the attention of the Consulting Physician whom we will designate to you. For this purpose, you must release your doctor from the obligation of medical secrecy vis-à-vis this Consulting Physician. Under penalty of forfeiture, the Insured seeking application of the guarantee must provide all items required contractually, without being able to avail himself, except in case of force majeure, of any reason preventing him from providing them. If you object to this without a valid reason, you risk losing your entitlement to the guarantee. By express agreement, you acknowledge our right to subject application of the guarantee to respect of this condition.

You will also have to send all information or documents requested of you in order to justify the reason for your Cancellation, and notably:

- the calculations from Social Security or from any other similar organisation, relative to reimbursement of the expenses for treatment and payment of daily indemnities,
- the original of the cancellation invoice established by the travel organizer,
- the number of your insurance contract,
- the subscription notice issued by the travel organiser,
- in case of an Accident, you will have to indicate the causes and circumstances to us and provide us with the names and addresses of the responsible parties, as well as, if possible, of the witnesses.
-

GUARANTEE OF PRICES

1. WHAT WE COVER

In case of revision of the price of your trip occurring between the reservation date and the date of payment of the balance due for our trip, and without this date being less than 20 days before the departure, we guarantee, to the limit of the amount stated in the Table of Guarantee Amounts, reimbursement of the additional costs resulting from an increase in the price for the trip. Our guarantee only occurs in case of:

- Increase of the fuel surcharge based on variation in the cost of the transport ticket directly due to the increase in the cost of fuel (and measured on the basis of the average weekly JET CIF NWE index) occurring between the date of reservation and the date of payment of the balance due for your trip, without this date being less than 20 days before the departure.
- Increase in the cost of taxes and fees, notably for landing, boarding, de-boarding at airports, occurring between the date of reservation and the date of payment of the balance due for your trip (without this date being less than 20 days before the departure).
- Variation in exchange rates occurring between the reservation date and the date of payment of the balance due for your trip (without this date being less than 20 days before departure). The increase in the price of your trip for any other reason than those mentioned above do not grant the right to reimbursement. Only claims presented as a single case are taken into account, after establishment of the final invoice for payment of the balance to the travel agency.

2. AMOUNT OF THE GUARANTEE

We intervene to the limit of the amounts indicated in the Table of Guarantee Amounts.

3. WHAT WE EXCLUDE

Outre les exclusions communes à l'ensemble des garanties sont également exclus :

- **The increase of the price of the trip following the reservation of new services or following modification of your initial reservation,**
- **Increase in the price of your trip due to default of any kind, including financial, of the trip organizer or of the transporter, rendering execution of its contractual obligations impossible.**

Threshold of intervention: We cover the additional costs between the reservation date and the date of payment of the balance for your trip, without this date being able to be less than 20 days before the departure date, based on the threshold of intervention indicated in the Table of Guarantee Amounts.

4. YOUR OBLIGATIONS IN CASE OF A CLAIM

You must send us your declaration of incident in the 5 business days following billing for the balance due for your travel to the following address:

ASSURINCO
Service Indemnisation Clients
122 bis Quai de Tounis
BP 90932 - 31009 Toulouse cedex
Tel. : 05 34 45 31 51 - Email : sinistre@assurinco.com

Your declaration must be accompanied by the initial subscription form for the trip, the invoice providing notification about revision of the price for your trip mentioning the increase of the fuel surcharge or airport taxes, and the invoice for the balance from the agency.

MISSED DEPARTURE

1. WHAT WE COVER

If you miss your departure flight for your outbound trip, due to one of the events mentioned above in the Cancellation guarantee, except in case of a time change by the transporter, we will reimburse you the price of a new ticket for the same destination, provided that you leave within the following 24 hours and within the limits indicated in the Table of Guarantee Amounts.

2. WHAT WE EXCLUDE

Other than the exclusions common to all guarantees, the consequences of the following circumstances and events are also excluded:

- **Any circumstance representing only a simple inconvenience to your trip,**
- **Default of any kind, including financial, of the trip organizer or of the transporter, rendering execution of its contractual obligations impossible,**
- **Epidemics, the local health situation, pollution, meteorological or climatic events,**
- **The natural disasters specified by the procedure mentioned by loi n° 82-600 du 13 juillet 1982 (law no. 82.600 of 13 July 1982),**
- **Penal procedures of which you are the subject,**
- **Any event occurring between the date of reservation of your travel services and the date of subscription of the present**

contract.

3. YOUR OBLIGATIONS IN CASE OF A CLAIM

In case of a claim, you must inform us about your missed flight in the most expedient manner (fax, email, declaration in exchange for receipt) upon occurrence of the event preventing your departure.

You must declare the incident to ASSURINCO within the five business days following having become aware of it, unless in a case of unforeseen circumstances or force majeure:

ASSURINCO

Service Indemnisation Clients
122 bis Quai de Tounis
BP 90932 - 31009 Toulouse cedex
Tel. : 05 34 45 31 51 - Email : sinistre@assurinco.com

Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity. We will provide you with the

information necessary to complete your declaration of incident, and it will be your responsibility to provide us with any document and information making it possible to

evaluate the amount of your indemnification, notably:

- **The unused outbound airplane ticket,**
- **The passenger receipt for the repurchased ticket,**
- **The boarding card for the repurchased ticket.**

DELAY OF FLIGHT, TRAIN AND BOAT

1. WHAT WE COVER

In case of a delayed flight or train, we pay you a set indemnity, to the limit indicated in the Table of Guarantee Amounts (deductible of 4h).

- flight or boat delay of greater than 4 hours with respect to the departure time initially specified for any regular flight for which the times were published, or for charter flights for which the times were indicated on the plane ticket or provided by the travel organization of the Insured;
- late train by more than 4 hours with respect to the arrival time initially specified on the train ticket.

This guarantee is granted to you for Round-trip transport, as well as the delays during layovers, in conformity with the dates and countries of destination indicated in your Special Conditions.

2. WHAT WE EXCLUDE

Other than the exclusions common to all guarantees, the following are also excluded:

- **Following temporary or definitive withdrawal of an airplane or a train ordered by the airport or administrative authorities, the civil aviation authorities or any other authority, having made the announcement more than 24 hours before the departure date of your trip,**
- **Due to any missed flight for which your reservation was confirmed, regardless of the reason,**
- **Due to flights that you did not confirm beforehand, unless you were prevented from doing so by a strike or a case of force majeure,**
- **Due to refusal of boarding following non-respect of baggage check-in time and/or presentation for boarding,**
- **Due to any event posing a threat to your safety during your trip if your destination is not advised by the French Ministry of Foreign Affairs.**

3. YOUR OBLIGATIONS IN CASE OF A CLAIM

You must declare the incident to us within the 5 business days following having become aware of it, unless in a case of unforeseen circumstances or force majeure:**ASSURINCO**

Service Indemnisation Clients
122 bis Quai de Tounis
BP 90932 - 31009 Toulouse cedex
Tel. : 05 34 45 31 51 - Email : sinistre@assurinco.com

Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity. We will provide you with the information necessary to complete your declaration of incident, and it will be your responsibility to provide us with any document and information making it possible to justify the reason for the delayed transport and to evaluate the amount of your indemnification, notably:

- **A statement established by the transporter specifying the reason, the duration of delay involved, and confirmation that**

- you did, in fact, reserve your transport, as well as the original of your boarding pass,
- Your tickets for transport.

DEPARTURE IMPOSSIBLE

1. WHAT WE COVER

The "Departure impossible" guarantee does not cover the impossibility of departure related to default of the organizer (Tour Operator, Travel agency, Airline...) an/or the Insured company, in material organization of the travel.

- The "Departure impossible" guarantee covers the Insured, if it is impossible for him to take his departure flight on the expected date to the location of stay due to total or partial closing of the airport of departure or arrival due to a case of force majeure.
- It is reminded that, other than the above-mentioned exceptions, all provisions of the Principal Contract, notably the exclusions, remain applicable, in conformity with the terms of the General Provisions.

2. AMOUNT OF THE GUARANTEE

- Expenses for transport (Trip between Airport/Domicile) :

We reimburse the Insured, following presentation of the originals of the supporting documentation and to the limit of the amounts stated in the table of guarantees, the expenses for return transport from the airport to his domicile, after an official announcement of cancellation of his flight. Expenses for transport refer to amounts disbursed by the INSURED to use one of the following forms of transport: Taxi, bus, RER, métro, or train.

- Expenses due to postponement of travel :

We reimburse the Insured if he is forced to postpone his travel and if the organization which sold the travel offers him this possibility, for the difference between the price of the new trip and that of the initial trip, without being able to exceed the amounts indicated in the table of guarantees.

Difference in price refers to: the price difference between the new trip and the postponed trip, to the exclusion of expenses for visa and administrative fees. This guarantee is granted to the Insured provided that the new trip is identical to the postponed trip, notably:

- identical number of persons, service provider, duration, destination, services, season for a Tour Operator,
- identical class of reservation for an airline or cruise company.

In all cases, the Insured will have to provide proof of the variation between these two trips by producing, for each of them, the invoice including the detail on the services.

Cancellation fees for the particular case of a trip organized around an exceptional event, limited in time to the duration of the stay, and specified at the time of reservation, which may not be postponed, notably among the following cases:

- Participation in a wedding
- Stay to attend an exceptional event (e.g., Match of the football world cup, Olympic games, single concert, ...)

We reimburse the Insured for the cancellation fees for the stay to complete all or a portion of the reimbursement from the Tour Operator. No other expenses will be covered.

The Insured will have to provide proof of the specified event and of its exceptional nature, as well as proof that it may not be postponed outside the dates of the stay.

3. YOUR OBLIGATIONS IN CASE OF A CLAIM

You must send us your declaration of incident within 5 business days to the following address: **ASSURINCO**

Service Indemnisation Clients
122 bis Quai de Tounis
BP 90932 - 31009 Toulouse cedex
Tel. : 05 34 45 31 51 - Email : sinistre@assurinco.com

BAGAGES

1. WHAT WE COVER

Within the limits indicated in the Table of Guarantee Amounts, we cover your baggage, personal objects and effects (including your sports equipment), away from your Domicile or your secondary residence, against:

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

In case your passports, identification card, registration card or driving license were to be stolen, we take responsibility for the expenses for reestablishment of these documents, upon presentation of supporting documentation.

Sports equipment (materials, equipment and clothing specifically intended for practicing sports) is also covered.

Photographic (excluding mobile telephones), cinematographic, radiophonic, sound or image recording or reproduction equipment and their accessories are only covered against theft and only when they are worn or used by the insured.

2. LIMITATION OF REIMBURSEMENT FOR CERTAIN OBJECTS

For precious objects, pearls, worn jewelry and watches, furs, as well as for any device for the reproduction of sound and/or image and their accessories, hunting rifles, portables computer equipment, under no circumstances will the value of reimbursement exceed 50% of the amount of insurance guaranteed indicated in the Table of Guarantee Amounts.

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

If you use an individual vehicle, the risks of theft are only covered if the baggage and personal effects are left in the locked trunk of the vehicle and out of sight. Theft by break-in is covered. If the vehicle is parked on the public thoroughfare, the guarantee is only applicable between 7:00 a.m. and 10:00 p.m.

Baggage purchased during the stay or trip is covered with a maximum of 25% of the insured capital.

Sports equipment for competition is only covered for loss or destruction during transport by a duly authorized transport company.

3. WHAT WE EXCLUDE

Other than the general exclusions applicable to the contract and appearing in the paragraph "EXCLUSIONS COMMON TO ALL RISKS" in the section "FRAMEWORK OF THE CONTRACT", we cannot intervene under the following circumstances:

- Theft of baggage, objects and personal effects left unattended in a public place or stored in a place made available to several persons,
- Forgotten, lost (except for by a transport company), exchange,
- Theft without break-in, duly observed and written up by an authority (police, state police, transport company, purser, etc.),
- Thefts committed by your personnel in exercising their functions,
- Accidental damage due to the flow of liquids, oily, colorant or corrosive materials contained in your baggage,
- The confiscation of property by the Authorities (customs, police),
- •Damage caused by mites and/or rodents as well as by cigarette burns or another source of non- incandescent heat,
- Theft committed in a convertible car and/or break or other vehicle not having a trunk; the guarantee remains in effect if the baggage cover delivered with the vehicle was used,
- Collections, samples of sales representatives,
- Theft, loss, forgotten or damaged cash, documents, books, passports, pieces of identification, transport tickets and credit cards,
- Theft of jewels when they are not placed in a locked safe or when they are not carried,
- Broken fragile objects such as those made of porcelain, glass, ivory, pottery, marble,
- Indirect losses such as depreciation and loss of enjoyment,
- The objects designated hereafter: any prostheses, devices of any kind, bicycles, trailers, securities of value, paintings, keys of any kind, mobile telephones, musical instruments, food products, lighters, pens, cigarettes, alcohols, art objects, fishing rods, beauty products.

4. AMOUNT OF THE GUARANTEE

The amount indicated in the Table of Guarantee Amounts constitutes the maximum reimbursement for all Incidents occurring during the guarantee period. A Deductible, indicated in the Table of Guarantee Amounts, will be applicable per Claim.

5. HOW IS YOUR INDEMNITY CALCULATED ?

You will be indemnified based on the replacement value by objects that are equivalent and of the same nature, Wear and Depreciation deducted. Under no circumstances will a proportional rule will be applied in accordance with article L. 121-5 of the Code des Assurances (Insurance Code).

6. YOUR OBLIGATIONS IN CASE OF A CLAIM

You must send us your declaration of incident within 5 business days to the following address: **ASSURINCO**

Service Indemnisation Clients
122 bis Quai de Tounis
BP 90932 - 31009 Toulouse cedex
Tel. : 05 34 45 31 51 - Email : sinistre@assurinco.com

7. WHAT ITEMS ARE TO BE PROVIDED IN CASE OF AN INCIDENT ?

Your declaration of incident will have to be accompanied by the following items:

- The receipt for filing of a complaint or declaration of theft with an authority (police, state police, transport company, purser, etc.) when it involves a theft or loss,
- The bulletins of reserves with the transporter (maritime, air, rail, road) when your baggage or objects are lost during the period when they are in the legal custody of the transporter,
- The ticket for check-in of the baggage delivered late by the transport company and the supporting document for the late delivery.

In case these documents are not presented, we will be within our rights to demand an indemnity from you equal to the resulting prejudice for us.

The amounts insured may not be considered as proof of the value of the property for which you request indemnification, or as proof of the existence of this property.

You are required to justify, by any means within your power and by any document in your possession, the existence and value of this property at the time of the Incident, as well as the significance of the losses.

If you consciously use inaccurate documents as justification, or use fraudulent means or provide inaccurate or hesitant declarations, you will forfeit any right to an indemnity.

8. WHAT HAPPENS IF YOU RECOVER ALL OR A PORTION OF THE STOLEN OBJECTS COVERED BY A BAGGAGE GUARANTEE ?

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

- If we have not paid the indemnity, you must take possession of the objects and we will only be required to pay for eventual damage or missing items.
- If we have already indemnified you, within a period of 15 days, you may opt for:
 - either renunciation,
 - or for the return of the objects in exchange for return of the indemnity that you received, subject to deduction of the eventual damage or missing items. If you have not expressed a choice within a period of 15 days, we consider that you are opting for abandonment.

9. DELAYED DELIVERY OF BAGGAGE

In case your personal baggage, checked with the company with which you travelled, is not remitted to you at the airport of the outgoing destination for your trip, and if it is returned to you more than 24 hours late, you will receive an indemnity set in the Table of Guarantee Amounts, in order to participate in reimbursement of the expenses that you incurred to purchase items of primary necessity.

This indemnity may not be combined with the "BAGGAGE" principal guarantee indicated in the Table of Guarantee Amounts.

INTERRUPTION OF STAY

1. WHAT WE COVER

We reimburse you, on a prorated basis, to the limit of the amounts indicated in the Table of Guarantee Amounts, the expenses for stay, subscribed with a travel organizer, already paid and not used (excluding transport), starting from the day following the event leading to your early return, in the following cases:

- Following your Repatriation for medical reasons, organized by us,
- If a close family member (your spouse, an ascendant, descendant of you or your spouse) is hospitalized or dies, or if one of your brothers or sisters dies and, for this reason, you must interrupt your stay,
- If an Incident (break-in, fire, water damage) occurs at your Domicile and this absolutely requires your presence and, for this reason, you must interrupt your stay,
- If an Attack or Natural Disaster occurs at the destination during your stay within a radius of 100 km of the location of your stay and, for this reason, you must interrupt your stay.

2. AMOUNT OF THE GUARANTEE

The indemnity is in proportion to the number of days of the stay not used. To determine the indemnity, administrative fees, fees for visa, insurance or tips, as well as reimbursements or compensation granted by the travel organizer will be deducted.

3. YOUR OBLIGATIONS IN CASE OF A CLAIM

1/ Contact MUTUAIDE ASSISTANCE as soon as the incident occurs

2/ Upon your return, send your request regarding expenses for interruption of stay to the following address:

ASSURINCO
Service Indemnisation Clients
122 bis Quai de Tounis

You must send us any document which we request to support the reason for your interruption.

Furthermore, if the reason for your early return is an illness or accident involving bodily harm, you must provide our consulting physician with all information or documents necessary to evaluate the legitimacy of your request.

INTERRUPTION OF ACTIVITY

1. WHAT WE COVER

We reimburse you, on a prorated basis, the expenses for sports or leisure activities already paid for and not used (transport not included) when you must interrupt practicing these activities for one of the following reasons:

- Repatriation for medical reasons, organized by MUTUAIDE ASSISTANCE or by any other company of assistance,
- Medical contraindication from practicing the principal activity of the stay.

Specific case of the activities of hiking/ trekking: land-based services (excluding lodging and dining) constitute one and the same activity package.

2. AMOUNT OF THE GUARANTEE

The indemnity is:

- In proportion to the number of days of the sports or leisure activity package not used,
- Due starting from the day after total discontinuation of the covered activities,
- Calculated based on the total price per person for the sports or leisure activity package, to the limit of the ceiling appearing in the Table of Guarantee Amounts.

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

3. YOUR OBLIGATIONS IN CASE OF A CLAIM

1/ Contact MUTUAIDE ASSISTANCE as soon as the incident occurs

2/ Upon your return, send your request regarding expenses for interruption of activity to the following address:

ASSURINCO

Service Indemnisation Clients

122 bis Quai de Tounis

BP 90932 - 31009 Toulouse cedex

Tel. : 05 34 45 31 51 - Email : sinistre@assurinco.com

You must send us any document which we request to support the reason for your interruption.

RETURN IMPOSSIBLE

1. WHAT WE COVER

The "Return impossible" guarantee does not cover the impossibility of leaving related to default of the organizer (Tour Operator, Travel agency, Airline...) an/or the Insured company, in material organization of the travel.

- The "Return impossible" guarantee covers prolongations of the stay, directly or indirectly following a natural disaster or an act of terrorism, as an exception to the principal contract in case it excludes natural disasters and/or acts of terrorism.
- It is reminded that, other than the above-mentioned exceptions, all provisions of the Principal Contract, notably the exclusions, remain applicable, in conformity with the terms of the General Provisions.

2. AMOUNT OF THE GUARANTEE

The guarantees are granted within the limit indicated in the table of guarantees.

Furthermore, as an exception to the "Conditions of subscription, effective date and duration of the guarantees" section of the Common Provisions of the present contract, we agree, in case you are obligated to remain at your location of the stay beyond the initially expected return date for a reason independent of your will and having the characteristics of force majeure and being justified, to automatically prolong the guarantees specified in the contract during the stay (excluding interruption of stay).

This guarantee may not be combined with the following assistance services: "PROLONGATION OF STAY OF AN INSURED ACCOMPANYING PERSON IN CASE OF HOSPITALISATION or DEATH OF THE INSURED.

3. WHAT YOU MUST DO IN CASE OF AN INCIDENT

You must send us your declaration of incident within 5 business days to the following address:

ASSURINCO
Service Indemnisation Clients
122 bis Quai de Tounis
BP 90932 - 31009 Toulouse cedex
TEL. : 05 34 45 31 51 - Email : sinistre@assurinco.com

REPATRIATION ASSISTANCE

1. WHAT WE COVER

1.1. ASSISTANCE TO PERSONS IN CASE OF ILLNESS OR INJURY DURING TRAVEL

1.1.1. TRANSPORT/REPATRIATION

If you become sick or injured during your stay, our doctors contact the local doctors who treated you after the Illness or Accident. The information gathered from the local doctor and eventually from the usual primary care physician permits us, after the decision of our doctors, to initiate and organize, depending only on medical necessity:

- either the return to your Domicile,
- or your transport, if necessary under medical supervision, to an appropriate hospital establishment close to your Domicile, by light vehicle for patient transport, ambulance, train (seated place in 1st class, couchette 1st class or sleeper-car), by commercial airline or by an airplane for medical transport.

In certain cases, your medical situation may necessitate initial transport to a nearby care establishment, before arranging a return to a facility close to your Domicile. Only your medical situation and respect of health regulations in effect are taken into consideration to stop the decision of transport, the choice of means used for this transport and the eventual place of hospitalisation.

IMPORTANT

In this regard, it is expressly agreed that the final decision to be implemented belongs, without the possibility of appeal, to our doctors, so as to avoid any conflict with the medical authorities.

Furthermore, in case you refuse to follow the decision considered as the most appropriate by our doctors, you release us from any responsibility, notably in case of return by your own means or in case of aggravation of your health condition.

1.1.2. RETURN OF INSURED FAMILY MEMBERS OR ACCOMPANYING PERSON

When you are repatriated or hospitalized by us, and based on the opinion of our Medical Department, we organize the transport of the insured members of your family or of an insured person traveling with you to, if possible, accompany you for your return.

This transport will take place:

- either with you,
- or individually.

We cover the transport of these insured persons, by train in 1st class or by airplane in economy class, as well as the charges for a taxi, for departure, so that they can go from the location of their travel to the train station or airport, and upon arrival, from the train station/airport to the Domicile.

This benefit may not be combined with the “PRESENCE DURING HOSPITALISATION” benefit.

1.1.3. PRESENCE DURING HOSPITALISATION

When you are hospitalized at the place where you become ill or where you are involved in an Accident and our doctors deem, based on the information provided by the local doctors, that your return cannot occur before 2 days, we organize and cover the roundtrip travel from your country of Domicile, by train in 1st class or by airplane in economy class for a person of your choice to be at your bedside.

We also cover the hotel expense for the person (room and breakfast), to the limit of the amount indicated in the Table of Guarantee Amounts.

This benefit may not be combined with the “RETURN OF FAMILY MEMBERS OR OF AN INSURED PERSON ACCOMPANYING YOU” benefit.».

1.1.4. CONTINUATION OF TRAVEL

You are ill or injured during your trip but your health condition does not require your repatriation for medical reasons, based on the opinion of our doctors, in conformity with the terms of the “TRANSPORT/REPATRIATION” paragraph, we will cover the eventual additional expenses for transport which you incur to continue the interrupted trip, within the limit of the price of the return trip to your Domicile, on the day and to the location of

the incident and within the limit indicated in the Table of Guarantees.

1.1.5. PROLONGATION OF STAY

Following an Illness or Accident having occurred during your trip, you are obligated to prolong your stay on site beyond the initial date of return, in the following cases:

- In case of Hospitalisation:

If you are hospitalised and our doctors deem, based on the information provided by the local doctors, that this hospitalisation is necessary beyond your initial date of return, we will cover the expenses for lodging (room and breakfast) of the insured member of your family or an insured person accompanying you, to the limit of the amount indicated in the Table of Guarantee Amounts, so that he may remain with you.

Within the framework of a tour circuit or a cruise, these expenses will be able to be covered before the initial date of return, in case they represent additional expenses for lodging, not included in the price of the travel package paid by the insured persons accompanying you.

- In case of Immobilisation:

If you are immobilised and our doctors deem, based on the information provided by the local doctors, that this immobilization is necessary beyond your initial date of return, we will cover the expenses for lodging (room and breakfast) for you and/or the insured members of your family or an insured person accompanying you, to the limit of the amount indicated in the Table of Guarantee Amounts.

Within the framework of a tour circuit or a cruise, these expenses will be able to be covered before the initial date of return, in case they represent additional expenses for lodging, not included in the price of the travel package paid by you or the insured persons accompanying you.

In both cases, our coverage ceases on the day that our doctors deem, based on the information received from the local doctors, that you are able to resume the interrupted trip or to return to your Domicile.

1.1.6. ESCORT OF CHILDREN UNDER AGE 18

If you are sick or injured and you are unable to look after your insured children under age 18 who are traveling with you, we organize and cover the round-trip travel, by train in 1st class or airplane in economy class, from your Country of domicile, of a person of your choice or one of our hostesses in order to bring your children to your Country of domicile or to the home of a Member of your family chosen by you by train in 1st class or airplane in economy class.

The tickets of your children are your responsibility.

1.1.7. EARLY RETURN IN CASE OF HOSPITALISATION OF A FAMILY MEMBER, OF THE PROFESSIONAL REPLACEMENT OR OF THE PERSON RESPONSIBLE FOR LOOKING AFTER A MINOR-AGE CHILD AND/OR AN ADULT HANDICAPPED PERSON WHO REMAINED AT HOME

During your trip, you learn of the serious and unforeseen Hospitalisation in your Country of residence during your travel:

- of a Member of your family,
- of your professional replacement,
- of the person responsible for looking after your minor-age child and/or adult handicapped person who remained at your Domicile.

So that you:

- may go to the bedside of the hospitalised person in your Country of domicile,
- may resume your professional activity left vacant due to the absence of your professional replacement, with your presence at your place of work being absolutely indispensable,
- may join your children left without supervision at your Domicile.

We organize and cover your return trip, by train in 1st class or airplane in economy class, from the location of your stay to your Domicile as well as, if necessary, expenses for a taxi, upon departure, for you to go from the location of the stay to the train station or airport and, upon arrival, from the train station/airport to your Domicile.

Should you fail to provide the supporting documents (report on hospitalization, proof of family relationship) within a period of 30 days, we reserve the right to bill you for all benefits provided.

The designation of the person in charge of looking after your minor-age child and/or handicapped adult having remained at your Domicile or of your professional replacement must absolutely have been provided at the time of registration for your travel for this service to be able to be implemented.

1.1.8. ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD ONLY)

For application of this benefit, it is reminded that the term "France" refers to continental France, the Principality of Monaco and the overseas departments. Insureds domiciled in an overseas department will not be considered as traveling Abroad when they travel to continental France or in the Principality of Monaco, and inversely. Before traveling Abroad, we advise you to carry the appropriate documents for the nature and duration of this trip, as well as for the country where you are going (for the European Economic Area and Switzerland, carry your European health insurance card). These various forms are issued by the Caisse d'Assurance Maladie (health insurance fund) with which you are affiliated in order to benefit, in case of illness or accident, from direct coverage of your medical

expenses by this organization.

Nature of medical expenses covered:

Additional reimbursement covers the expenses stated hereafter, provided that they concern care received Abroad following an Illness or Accident having occurred Abroad:

- medical fees,
- expenses for medications prescribed by a doctor or surgeon,
- expenses for ambulance or taxi ordered by a doctor for local transport Abroad,
- expenses for Hospitalisation when our doctors have decided that it is not safe for you to be transported, based on information gathered from the local doctor, Additional reimbursement of these hospitalisation expenses ceases starting from the day that we are able to carry out your transport, even if you decide to remain on-site,
- dental emergency within the limit indicated in the Table of Guarantee Amounts.
- expenses for a hyperbaric chamber in a private or public establishment within the limit of the amount indicated in the Table of Guarantee Amounts.

Amount and conditions of coverage:

We reimburse you for the amount of medical expenses incurred Abroad and remaining as your responsibility after reimbursement from your health insurance organization, your supplemental insurance plan and/or any other insurance organization, to the limit of the amount indicated in the Table of Guarantee Amounts.

A straight deductible, the amount of which is indicated in the Table of Guarantee Amounts, is applied in all cases.

You (or your beneficiaries) agree, in this regard, to carry out all procedures in your country of residence as may be necessary to recover these expenses from the concerned organizations, as well as to send us the following documents:

- original breakdowns from welfare and/or insurance organizations justifying the reimbursements obtained,
- photocopies of care forms justifying the expenses incurred.

Otherwise, we will not be able to proceed with reimbursement.

ADVANCE ON HOSPITALISATION EXPENSES (ABROAD ONLY)

For application of this benefit, it is reminded that the term “France” refers to continental France, the Principality of Monaco and the overseas departments. Insureds domiciled in an overseas department will not be considered as traveling Abroad when they are traveling in continental France or the Principality of Monaco, and inversely. You are ill or injured during your travel Abroad, as long as you are hospitalised, we are able to advance the expenses for hospitalisation to the limit of the maximum amount indicated in the Table of Guarantee Amounts.

This advance will be made subject to the following cumulative conditions:

- for care prescribed in agreement with our doctors,
- as long as our doctors deemed that you may not be transported, after obtaining information from the local doctor.

No advance is granted starting from the day that we are able to carry out your transport, even if you decide to remain at the location.

In any event, you agree to reimburse us for this advance within the 30 days following receipt of our invoice. In case of non-payment from you by this date, the Subscriber agrees to reimburse us this advance within the maximum period of 30 days following our request, with this latter party being responsible for recovering the amount from you, if it so desires.

To be reimbursed, you must then carry out the necessary procedures to recover your medical expenses from the concerned organizations. This obligation applies even if you have undertaken the procedures of reimbursement mentioned in the “ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD ONLY)” paragraph.

1.2. ASSISTANCE IN CASE OF DEATH

1.2.1. TRANSPORT AND EXPENSES FOR A COFFIN IN CASE OF THE DEATH OF AN INSURED

The Insured dies during his travel: we organize and cover the transport of the deceased Insured to the location of the funeral in his country of Domicile. We also cover all expenses required for the preparation and specific arrangements for transport exclusively, to the exclusion of other expenses. Furthermore, we participate in the expenses for a coffin or urn, to the limit of the amount indicated in the Table of Guarantee Amounts. **Other expenses (notably the ceremony, local motorcade, inhumation) remain the responsibility of the family.**

1.2.2. RETURN OF AN INSURED ACCOMPANYING PERSON IN CASE OF DEATH OF AN INSURED

If applicable, we organize and cover the return, by train in 1st class or airplane in economy class, of the insured family members or of an insured person who was traveling with the deceased so that they may attend the funeral, to the extent that the means initially foreseen for his return to the Country of domicile may not be used.

If applicable, we also cover expenses for a taxi, upon departure, to go from the location of the stay to the train station for airport and, upon arrival, from the train station/airport to the Domicile.

1.2.3. EARLY RETURN IN CASE OF HOSPITALISATION OF A FAMILY MEMBER, OF THE PROFESSIONAL REPLACEMENT OR OF THE PERSON RESPONSIBLE FOR LOOKING AFTER A MINOR-AGE CHILD AND/OR AN ADULT HANDICAPPED PERSON WHO REMAINED AT HOME

During your trip, you learn of the death in your Country of residence during your travel:

- of a Member of your family,
- of your professional replacement,
- of the person responsible for looking after your minor-age child and/or adult handicapped person who remained at your Domicile.

So that you:

- may attend the funeral of the deceased in your Country of residence,
- may resume your professional activity left vacant due to the absence of your professional replacement, with your presence at your place of work being absolutely indispensable,
- may join your children left without supervision at your Domicile.

We organize and cover your return trip, by train in 1st class or airplane in economy class, from the location of your stay to your Domicile as well as, if necessary, expenses for a taxi, upon departure, for you to go from the location of the stay to the train station or airport and, upon arrival, from the train station/airport to your Domicile.

Should you fail to provide the supporting documents (death certificate, proof of family relationship) within a period of 30 days, we reserve the right to bill you for all benefits provided.

This benefit granted is as long as the date of the funeral is prior to the date initially expected for your return.

The designation of the person in charge of looking after your minor-age child and/or handicapped adult having remained at your Domicile or of your professional replacement must absolutely have been provided at the time of registration for your travel for this service to be able to be implemented.

1.2.4. IDENTIFICATION OF REMAINS AND FORMALITIES RELATED TO DEATH

If the Insured dies during his trip while he was alone, and if the presence of a Member of his family or a close friend is necessary to recognize the remains and handle the formalities of repatriation or incineration, we organize and cover the round-trip travel by train in 1st class or airplane in economy class of this person from the Country of domicile of the Insured to the location of death, as well as his expenses for lodging, to the limit of the amount indicated in the Table of Guarantee Amounts.

1.3. TRAVEL ASSISTANCE

BEFORE THE TRIP

1.3.1. TRAVEL INFORMATION (EVERY DAY FROM 8 AM TO 7:30 PM, FRENCH TIME, EXCEPT SUNDAY AND LEGAL HOLIDAYS)

At your request, we are able to provide the following information concerning:

- medical precautions to be taken before travel (vaccinations, medications, etc.),
- administrative formalities to be completed before or during travel (visas, etc.),
- travel conditions (possibilities of transport, flight times, etc.),
- local conditions (temperature, climate, food, etc.).

DURING THE TRIP

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

You are traveling Abroad and legal action is initiated against you due to a traffic accident and to the exclusion of any other cause: we advance the bail bond to the limit of the amount indicated in the Table of Guarantee Amounts.

You agree to reimburse this advance at the latest within 30 days following receipt of our invoice or as soon as this bond is returned to you by the authorities, if the amount is returned before expiration of this period.

In addition, we cover the lawyer's expenses that you have incurred for this reason on site to the limit of the amount indicated in the Table of Guarantee Amounts, provided that the charges mentioned are not, according to the legislation of the country, subject to penal sanctions.

This benefit does not cover legal action initiated in your Country of domicile, following a traffic accident which occurred Abroad.

1.3.3. EARLY RETURN IN CASE OF DAMAGE TO DOMICILE

After this damage to your Domicile, you learn that your presence on site is indispensable to carry out administrative procedures: we organize and cover your return trip, by train in 1st class or airplane in economy class, from the location of your stay to your Domicile as well as, if necessary, expenses for a taxi, upon departure, for you to go from the location of the stay to the train station or airport and, upon arrival, from the train station/airport to your Domicile.

In the event of failure to present the supporting documentation (declaration of incident to the insurer, adjustment report, complaint, etc.) within a maximum of 30 days, we reserve the right to bill you for all services.

1.3.4. EARLY RETURN IN CASE OF AN ATTACK

During your trip, an attack occurs within a maximum radius of 100 km around the place where you are staying. If you wish to shorten your trip, we organize and cover your return trip, by train in 1st class or airplane in economy class, from the location of your stay to your Domicile as well as, if necessary, expenses for a taxi, upon departure, for you to go from the location of the stay to the train station or airport and, upon arrival, from the train station/airport to your Domicile. The request for early return must be made within a maximum period of 72 hours following the Attack.

1.3.5. EARLY RETURN IN CASE OF NATURAL DISASTER

During your trip, a natural disaster occurs at the place where you are located. You are not injured, but you wish to shorten your trip. We organize and cover your return trip, by train in 1st class or airplane in economy class, from the location of your stay to your Domicile as well as, if necessary, expenses for a taxi, upon departure, for you to go from the location of the stay to the train station or airport and, upon arrival, from the train station/airport to your Domicile.

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

1.3.6. EXPENSES FOR SEARCH AND RESCUE AT SEA AND IN THE MOUNTAINS

We cover the expenses for search and rescue at sea or in the mountains (including for off-trail skiing) up to the maximum indicated in the Table of Guarantee Amounts. **Only expenses billed by a company that is duly certified to perform these activities may be reimbursed. Under no circumstances are we required to organize search and rescue.**

1.3.7. TRANSMISSION OF URGENT MESSAGES (FROM ABROAD ONLY)

During your trip, if you are unable to contact a person who is in your country of domicile, we will send, at the time and on the day that you have chosen, the message that you have given to us by telephone.

NOTE :

This service does not permit the use of collect calls. Furthermore, the content of your messages may not under any circumstances engage our responsibility, and remains subject to French legislation, notably penal and administrative. Non-respect of this legislation may result in refusal to communicate the message.

1.3.8. SENDING OF MEDICATIONS

You are traveling abroad and your medications, that are indispensable for continuation of your treatment and whose interruption presents, in the opinion of our doctors, a risk for your health, are lost or stolen, we look for equivalent medications on site and, in this case, we organize a medical visit with a local doctor who will be able to prescribe them.

If there are no equivalent medications on site, we organize, from France only, the expedition of medications prescribed by your primary care physician, provided that he sends our doctors a duplicate of the prescription that he gave you and that these medications are available at city pharmacies. We cover the charges for shipping and bill you for the customs duties and the cost of purchasing the medications. You agree to reimburse us upon receipt of the invoice.

These shipments are subject to the terms and conditions of the transport companies that we use. In all cases, they are subject to the regulations and conditions imposed by French and national legislation of each of the countries with regard to the importation and exportation of medications. We decline any liability for delays, losses or theft of medications during transport and for the resulting consequences. In all cases, shipment is prohibited for blood products or blood derivatives, products reserved for use in hospitals or products requiring special conditions for conservation, notably refrigeration or, in general, products not available to be dispensed in pharmacies in France. Furthermore, abandonment of the fabrication of medications, withdrawal from the market or unavailability in France constitute cases of force majeure that may delay execution of the service or render it impossible.

1.4. ASSISTANCE IN CASE OF THEFT, LOSS OR DESTRUCTION OF DOCUMENTS OF IDENTIFICATION OR MEANS OF PAYMENT

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

During your trip, you lose your documents of identification or have them stolen Every day, from 8:00 a.m. to 7:30 p.m. (time in continental France), except for Sundays and legal holidays, by simply calling our "Information" Service, we can inform you about the procedures to be followed (filing of a complaint, renewal of documents of identification, etc.).

This information constitutes information of a documentary nature mentioned by article 66-1 of the modified Loi n° 71-1130 du 31 décembre 1971. Under no circumstances does it involve a legal consultation. Depending on the case, we will direct you to the organizations or categories of professionals who can respond to you. Under no circumstances may we be held responsible for either the interpretation or use that you may make of the information provided.

1.4.2. ADVANCE OF FUNDS

In case of theft or loss of your means of payment (credit card(s), cheque book, etc.), during your trip, we send you, by means of payment of the corresponding amount by a third-party and after prior approval from the financial organization issuing the form of payment, an advance of funds to the limit of the amount indicated in the Table of

Amounts of Guarantees, so that you are able to cover the expenses for basic necessities, subject to an attestation of loss or theft issued by the local authorities.

1.4.3. ASSISTANCE IN CASE OF THEFT OR LOSS OF YOUR TRANSPORT TICKETS

In case of theft or loss of your transport tickets during your stay, we are able, at your request and based on your instructions, to assist you with airplane and hotel reservations.

The expenses incurred remain your responsibility.

2. WHAT WE EXCLUDE

We cannot under any circumstances replace local emergency services organizations.

Other than the general exclusions applicable to the contract and appearing in the paragraph "EXCLUSIONS COMMON TO ALL RISKS" in the section "FRAMEWORK OF THE CONTRACT", the following are excluded or may not be covered:

- The consequences of situations involving infectious risk in the context of an epidemic, exposure to infectious biological agents, exposure to chemical agents such as war gas, exposure to incapacitating agents, exposure to neurotoxins, or to agents having persistent neurotoxic effects, which involve placement into quarantine or preventive measures or measures of specific monitoring by international and/or local health authorities in the country where you are staying, and/or by national authorities in your country of domicile,
- Illnesses and/or injuries that were preexisting and diagnosed and/or treated for which a person was hospitalised continuously, or received outpatient or ambulatory care in the 6 months preceding the date of departure whether this involves the manifestation or aggravation of said condition,
- Expenses incurred without our approval or not expressly specified by the present General Provisions of the contract,
- Expenses not supported by original documents,
- Incidents having occurred in countries excluded from the guarantee of the contract or outside the dates of validity of the contract, and notably beyond the expected duration of travel abroad,
- The consequences of incidents having occurred during events, races or competitions involving motorized vehicles (or their trials), subject, by regulations in effect, to prior authorisation from public authorities, when you participate as a competitor, or during trials on a circuit course subject to prior approval from public authorities, even if you use your own vehicle,
- Trips taken for the purpose of medical diagnosis and/or treatment or for plastic surgery, their consequences and resulting expenses,
- The organization and coverage of the transport mentioned in the "TRANSPORT/REPATRIATION" paragraph for benign afflictions that may be treated on site and that do not prevent you from continuing your trip,
- Requests for assistance related to medically assisted fertility or voluntary termination of pregnancy, their consequences and resulting expenses,
- Requests relative to fertility or surrogacy, its consequences and resulting expenses,
- Incidents related to a condition of pregnancy for which the risk was known prior to departure and their consequences (including childbirth) and, in all cases, incidents related to a condition of pregnancy starting from the 36th week and their consequences (including childbirth), and the related expenses,
- Medical devices and prostheses (dental, hearing, medical),
- Spa treatments, their consequences and resulting expenses,
- Medical expenses incurred outside the country of residence,
- Planned hospitalisation, its consequences and resulting expenses,
- Optical expenses (eyeglasses and contact lenses for example),
- Vaccinations and expenses for vaccination,
- Medical check-ups and the related expenses, and the consequences of them,
- Interventions of an esthetic nature, as well as their eventual consequences and resulting expenses,
- Stays in rest facilities, the consequences and resulting expenses,
- Re-education, physical therapy, chiropractic care and the resulting expenses,
- Medical or paramedical services and product purchases whose therapeutic use has not been recognized by French legislation, and the related expenses,
- Health check-ups for early detection and prevention, ongoing treatments or analysis, their consequences and resulting expenses,
- Organisation of search and rescue of persons at sea, in the mountains or in the desert (only the related expenses, billed by a duly certified company, will be covered),
- Expenses related to excess baggage weight for air transport and the expenses for transport of baggage when it cannot be transported with you,
- Expenses for trip cancellation,
- Expenses for dining,

FRAMEWORK OF THE CONTRACT

1 EFFECTIVE DATE AND DURATION OF THE GUARANTEES

The guarantee is exercised for the duration of the services arranged by the travel organizer, as they are described in your registration form for the trip, as well as during the outbound/inbound trip to your domicile, provided that this trip does not exceed 48 hours. However, if the total duration of the travel is greater than 90 days or if no date is specified for your return or for the end of your stay, the guarantee will cease to be effective 90 days after your date of departure or following the start of the stay as mentioned on the registration form.

2 MULTIPLE GUARANTEES

If the risks covered by the present contract are covered by other insurance, you must inform us of the name of the Insurer with which other insurance has been subscribed (article L 121-4 of the Code des Assurances (Insurance Code)) once this information is made known to you and at the latest at the time of declaration of the incident.

3 SUBROGATION

After we have paid you an indemnity, we are subrogated in the rights and actions which you may have against third parties responsible for the incident, as specified by article L121-12 of the Code des Assurances (Insurance Code).

Our subrogation is limited to the amount of the indemnity that we paid you or the amount of the services provided.

When the services provided in execution of the agreement are covered, in part or in whole, by an insurance policy subscribed with another company or institution, we are subrogated in the rights and actions of the Insured against this company or institution.

4 EXCLUSIONS COMMON TO ALL RISKS

The general exclusions of the contract are exclusions that are common to all insurance guarantees and services of assistance described in the present General Provisions. Exclusions include:

- Civil or foreign war, rioting, popular movements, strikes,
- Voluntary participation of an Insured in riots or strikes, altercations or unlawful acts,
- The consequences of disintegration of an atomic nucleus or any other radiation coming from a source radioactive energy,
- Unless otherwise specified, an earthquake, volcanic eruption, tidal wave, flood or natural disaster except within the framework of the provisions resulting from loi n° 82-600 du 13 juillet 1982 relative à l'indemnisation des victimes de catastrophes naturelles (law no. 82-600 of 13 July 1982 relative to indemnification of the victims of natural disasters) (for insurance guarantees),
- The consequences of the use or medications, drugs, narcotics and assimilated products not ordered medically and the abusive use of alcohol,
- Any intentional act on your part that could trigger the guarantee of the contract.

5 EXCEPTIONAL CIRCUMSTANCES

Transporters of persons (including notably airlines) may, for persons affected by certain pathologies or pregnant women, enforce restrictions that are applicable up to the time of the start of transport, and they may be modified without prior notice (as well as for airlines: medical examination, medical certificate, etc.).

As such, repatriation of these persons will only be able to take place subject to the absence of refusal from the transporter and, of course, the absence of an unfavorable medical opinion (as specified and according to the other conditions stated in the "REPATRIATION ASSISTANCE" section) with respect to the health of the Insured or the unborn child.

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

We cannot under any circumstances replace local emergency services organizations. We cannot be held responsible for breaches or delays in execution of services resulting from cases of force majeure or events such as:

- Civil or foreign war, known political instability, popular movements, rioting, acts of terrorism, reprisals,
- Recommendations from the WHO or national or international authorities or restriction of the free circulation of persons and property, regardless of the reasons and notably, those related to health, safety, meteorological events, limitation or interdiction from air traffic,
- Strikes, explosions, natural disasters disintegration of an atomic nucleus or any other radiation coming from a source radioactive energy,
- Delays and/or the impossibility of obtaining administrative documents such as entry and exit visas, passport, etc., necessary for your transport inside or outside the country where you are located or upon entry into the country recommended by our doctors to be hospitalized,
- Resorting to the use of local public services or parties on which we are obligated to rely by virtue of local and/or international regulations,
- The inexistence or unavailability of technical or human resources adapted to transport (including refusal to intervene).

7 HOW ARE THE CAUSES AND CONSEQUENCES OF THE INCIDENT ESTIMATED?

- The causes and consequences of the claim are estimated by mutual agreement, or else by assessment with the involvement of

the parties, subject to our respective rights.

- Each of the parties chooses an expert; if the experts thusly designated do not agree, they call upon a third expert; the three experts work together by a majority voting. Should one of the parties fail to name his expert or if the two experts do not agree on the choice of the third expert, the designation is done by the presiding Judge of the Tribunal de Grande Instance in the location of the domicile of the Subscriber. This nomination is made by simple request signed by both parties, or only one of them, with the other party having been notified by registered letter.
- Each pays the expenses and fees of his expert and, if appropriate, half the fees of the third expert.

8 WHAT ARE THE TIMEFRAMES ASSOCIATED WITH THE STATUTE OF LIMITATIONS?

In application of article L 114-1 of the Code des assurances (Insurance Code), all actions resulting from the present contract are time-barred by two years starting from the causal event. This time limit is brought to ten years for death benefits, since the actions of beneficiaries is time-barred, at the latest, thirty years starting from this event.

However, this timeframe is only applicable:

- in case of hesitation, omission or false or inaccurate declaration about the risk incurred, starting from the day that the Insurer became aware of it;
- in case of a claim, on the day that the concerned parties became aware of it, if they prove that they were not aware up to that point.

When the action of the Insured against the Insurer results from the recourse of a third party, the statute of limitations only starts to run from the day that this third party initiated legal action against the Insured or was indemnified by this latter party.

This time limit maybe interrupted, in conformity with article L 114-2 of the Code des assurances (Insurance Code), by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the party against which it was lapsing (article 2240 of the Code civil (Civil Code));
- a request before a court of law, even in urgent proceedings, until termination of the procedure. The same is true when it is brought before an incompetent jurisdiction or when the act of referral of the jurisdiction is canceled by a procedural error (articles 2241 and 2242 of the Code Civil (Civil Code)). The interruption is null and void if the requesting party withdraws his request or allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Code civil (Civil Code));
- a conservatory measure taken in application of the Code des procédures civiles d'exécution (Code of Civil Procedures of Execution) or an act of forced execution (article 2244 of the Code civil (Civil Code)).

It is reminded that:

Calling upon one of the solidary debtors by a request in a court of law or by an act of forced execution or recognition by the debtor of the right of the party against whom the time limit was lapsing interrupts the time limit against all others, even against their heirs.

However, calling upon one of the heirs of a solidary debtor or recognition of this heir does not interrupt the time limit with respect to the other co-heirs, even in case of a secured receivable, if the obligation is divisible. This involvement or recognition only interrupts the time limit, with respect to the other co-debtors, for the portion for which this heir is responsible.

To interrupt the time limit for the entire amount, with respect to the other co-debtors, is necessary to call to upon all the heirs of the deceased debtor or to obtain the recognition of all these heirs (article 2245 of the Code civil (Civil Code)).

Appeal made to the principal debtor or his recognition interrupts the time limit against the guarantor (article 2246 of the Code Civil (Civil Code)).

The time limit may also be interrupted by:

- the designation of an expert following an incident;
- the mailing of a registered letter with confirmation of receipt (sent by the Insurer to the Insured concerning the action for payment of the contribution, and sent by the Insured to the Insurer as concerns payment of the indemnity).

9 REGULATOR

The authority responsible for regulation is the Autorité de Contrôle Prudentiel et de Résolution - A.C.P.R. - 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

10 DATA COLLECTION

The Insured recognises having been informed that the Insurer processes his personal information in conformity with the regulations relative to the protection of personal information in effect and that, furthermore:

- the responses to the questions asked are obligatory and that, in case of false statements or omission, the consequences for him may be invalidity of his enrolment for the insurance Contract (article L 113-8 of the Code des assurances, (Insurance Code)) or reduction of the indemnities (article L 113-9 of the Code des assurances (Insurance Code)), the processing of personal information is necessary for enrollment and fulfillment of his Contract and his guarantees, for management of the commercial and contractual relationships, or to satisfy legal, regulatory or administrative provisions in effect .
- The information collected and processed is retained for the duration necessary for execution of the Contract or to satisfy the legal obligation. This information is then archived in conformity with the durations specified by provisions relative to the time limit.
- The recipients of this information are, within the limit of their responsibilities, the departments of the Insurer responsible for establishing, managing and fulfilling contracts and the guarantees, its delegates, representatives, partners, subcontractors or reinsurers, within the framework of fulfilling their assignments.

It may be also be sent if there are professional organisations or persons involved with the Contract, such as lawyers, experts, court auxiliaries and officers, trustees, guardians or investigators. Information may also be sent to the subscriber or any persons authorised as an Authorised Third Party (courts, mediators, concerned officers, regulators or any public organisations authorised to receive it, as well as services responsible for auditing such as statutory auditors, auditors as well as the services responsible for internal auditing).

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the code monétaire et financier (Monetary and Financial Code) with regard to the fight against money laundering and against the financing of terrorism and, in this regard, it monitors contracts which could result in the drafting of a declaration of suspicion or a measure of freezing of assets.

Information and documents concerning the Insured are retained for a period of five (5) years following the closing date of the Contract or termination of the relationship.

- His personal information will also be able to be used within the framework of the fight against insurance fraud which could lead, if applicable, to recording on a list of persons presenting a risk of fraud.

This record could have the effect of prolonging examination of his case, or even reduction or refusal of the benefit of a right, service, contract or other benefit.

Within this framework, personal information concerning him (or concerning the persons that are parties to or concerned by the contract, may be processed by any authorized persons intervening within the companies of the Insurer Group within the framework of the fight against fraud. This information may also be sent to the authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court auxiliaries, ministerial officers; third-party organisations authorised by a legal provision and, if applicable, the victims of acts of fraud or their representatives).

In case of alert about fraud, the information is retained for a maximum of six (6) months for qualification of the alert, and then eliminated, unless the alert turns out to be relevant. In case of a relevant alert, the information is kept for up to five (5) years following the closing date of the fraud case, or until the end of the judicial procedure and expiration of the applicable time limits.

For persons added to the list of presumed frauders, the information which concerns them is eliminated beyond the period of 5 years following the date of recording on this list.

- In its capacity as an Insurer, it is founded in performing processing of data relative to violations, condemnations and measures of surety, either at the time of subscription of the insurance contract, or during the effective period of it, or within the framework of the handling of litigation.
- Personal information will also be able to be used by the Insurer within the framework of the processing which it undertakes for the purpose of research and development to improve the quality or relevance of its future insurance products and service offers.
- His personal information may be accessed by certain employees or service providers of the Insurer established in countries located outside of the European Union.
- By providing proof of his identity, the Insured has the right to access, rectify or eliminate the information which concerns him, or to express objection regarding it. He also has a right to request limited use of his information when it is no longer necessary, or to recover the information that he has provided, in a structured format, when this is necessary for the contract or when he has approved use of this information.

He has the right to establish instructions relative to the handling of his personal information after his death. These instructions, general or specific, concern retention, elimination and communication of his information after his death.

He may exercise his rights with the Insurer's Data Protection Representative:

- by email: at: DRPO@MUTUAIDE.fr

or

by mail: by writing to: Data Protection Representative Delegate – MUTUAIDE ASSISTANCE – 126 Rue de la Piazza, 93160 Noisy-le-Grand. After having made a request to MUTUAIDE without receiving satisfaction, he has the possibility of filing a complaint with the CNIL (Commission Nationale de l'informatique et des Libertés).

11 HANDLING OF COMPLAINTS

In case of disagreement or discontent regarding application of your contract, we invite you to send your complaint to MUTUAIDE by calling 01.55.98.87.87 or by writing

to medical@mutuaide.fr for the Assistance guarantees listed hereafter:

- Assistance in case of illness, accident
- Assistance in case of death
- Travel assistance

If you are not satisfied with the response provided to you, you may send a letter to:

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

MUTUAIDE agrees to confirm receipt of your correspondence within a period of 10 business days. It will be handled within a maximum of 2

months.

If disagreement persists, you may refer the matter to the Médiation de l'Assurance (insurance mediation) by postal mail to:

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

In case of disagreement or discontent regarding application of your contract, we invite you to send your complaint to ASSURINCO by calling 05.34.45.31.51 or by writing to sinistre@assurinco.com for the insurance guarantees listed below:

assurinco.com for the insurance guarantees listed below:

- Cancellation
- Guarantee of prices
- Missed departure
- Missed flight, train, boat
- Departure impossible
- BAGGAGE
- Expenses for interruption of stay
- Expenses for interruption of activities
- Return impossible

If you are not satisfied with the response provided to you, you may send a letter to:

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

MUTUAIDE agrees to confirm receipt of your correspondence within a period of 10 business days. It will be handled within a maximum of 2 months.

If disagreement persists, you may refer the matter to the Médiation de l'Assurance (insurance mediation) by postal mail to:

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

12 RIGHTS OF RENUNCIATION

Attachment to article A. 112-1

Information document for exercising the right of renunciation specified by article L. 112-10 of the Code des assurances. (Insurance Code). You are invited to verify whether you are already the beneficiary of a guarantee covering one of the risks covered by the new contract. If such is the case, it will benefit from a right of renunciation of this contract for a period of fourteen (calendar) days starting from establishment of it, without expense or penalty, if the following conditions are satisfied:

- you have subscribed this contract for non-professional purposes;
- this Contract is a complement to the purchase of goods or services sold by a supplier;
- you provide proof of already having coverage for one of the risks covered by this new contract;
- the contract which you wish to renounce has not been fully executed;
- you have declared no incident covered by this contract.

In this situation, you may exercise your right to renounce this contract by letter or any other durable support sent to the insurer of the new contract, accompanied by a document demonstrating that he already benefits from a guarantee for one of the risks covered by the new contract. The insurer is required to reimburse the premium paid within a period of thirty days following your renunciation.

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

Additional information:

The letter of renunciation, a model of which is presented for your hereafter, for exercising this right must be sent by letter or on any other durable support to Assurinco - 122bis quai de Tounis - 31000 Toulouse:

"I, the undersigned residing at renounce my contract no. subscribed with Mutuaide Assistance in conformity with article L 112-10 of the Code des assurances. (Insurance Code).

I declare, as of the date of the sending this letter, that I am aware of no incident which could trigger a guarantee of the contract."

Consequences of renunciation:

Exercising of the right of renunciation within the timeframe specified in the box above shall result in cancellation of the contract starting from the date of receipt of the letter, or any other durable support. Once you have become aware of an incident which triggers application of the guarantees of the contract, you may no longer exercise your right of renunciation.

In case of renunciation, you may only be required to pay the portion of the premium or contribution corresponding to the period during

which the risk was incurred, with this period being calculated until the date of cancellation.

However, the entire amount of this premium or contribution remains due to the insurance company if the right of renunciation is exercised although an incident triggering application of the guarantee and of which you were not aware occurs during the timeframe of renunciation.

LIST OF COUNTRIES

- ZONE 1 : FRANCE

Mainland France (FR), Principality of Monaco (MC)

- ZONE 2 : EUROPE & MEDITERRANEAN COUNTRIES

(to the exclusion of the overseas departments and territories, Canary Islands, Azores, Asian portion of Russia)

- ZONE 3 : ENTIRE WORLD

Except the countries excluded within the framework of application of the “WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?” paragraph.

Albania (AL)

Germany (DE)

Andorra (AD)

England (see United Kingdom)

Austria (AT)

Balearic (XA)

Belgium (BE)

Belarus (BY)

Bosnia-Herzegovina (BA)

Bulgaria (BG)

Cyprus (CY)

Croatia (HR)

Denmark (DK)

Scotland (see United Kingdom)

Continental Spain (ES)

Estonia (EE)

Finland (FI)

Mainland France (FR)

Georgia (GE)

Gibraltar (GI)

Greece (GR)

Hungary (HU)

Ireland (IE)

Italy (IT)

Jordan (JO)

Latvia (LV)

Liechtenstein (LI)

Lithuania (LT)

LIST OF COUNTRIES

Luxembourg (LU)

Macedonia (MK)

Madera (XC)

Malta (MT)

Morocco (MA)

Moldavia (MD)

Monaco (MC)

Montenegro (ME)

Norway (NO)

The Netherlands (NL)

Poland (PL)

Mainland Portugal (PT)

Romania (RO)

United Kingdom (GB)

Russian Federation (European portion, 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 (Holy See) (VA)

PLEASE CONTACT

FOR ANY INCIDENT INVOLVING ASSISTANCE DURING YOUR STAY



Assistance hotline 7D/week – 24H/DAY

Tel : 01 55 98 87 87
ou (from abroad) + 33 1 55 98 87 87
EMail: voyage@mutuaide.fr

Contract number to be mentioned : no. 7058

FOR ANY INSURANCE CLAIM

(Cancellation, Price guarantee, Baggages, Interruption of stay, etc.)



Une nouvelle idée de l'assurance tourisme et loisirs

From monday to thursday from 2PM to 6PM and fraiday
from 2PM to 5PM

Tel : 05 34 45 31 51
Fax : 05 61 12 23 08
EMail : sinistre@assurinco.com

Contract number to be mentioned : no. 7058

**Multi-risk No contract :
7058**

For an **ASSISTANCE** incident during your stay :
126 Rue de la Piazza, 93160 Noisy-le-Grand
From France : Tel. : **01 55 98 87 87**
From abroad : Tel. : **33 1 55 98 87 87**
EMail : voyage@mutuaide.fr



For any **ASSURANCE** incident:
122bisquaidetounis-BP90932 -31009TOULOUSECedex9
From France : Tel. : **05 34 45 31 51**
From abroad : Tel. : **33 5 34 45 31 51**
EMail : sinistre@assurinco.com


Une nouvelle idée
de l'assurance tourisme et loisirs

Assurinco Assurance Voyage

Filiale de Cabinet Chaubet Courtage - SARL de courtage en assurances au capital de 140 750 € Siège Social : 122 Bis Quai de Tounis,
31000 TOULOUSE – www.assurinco.com

RCS TOULOUSE N° SIREN 385 154 620

Immatriculé à l'ORIAS dans la catégorie courtier d'assurance sous le N°07001894 site web ORIAS : www.orias.fr

Mars 2021