



# Biking France



## TRAVEL INSURANCE

- ☐ 6493 CANCELLATION AND LUGGAGE CONTRACT
- ☐ 6492 TRANQUILLITÉ CONTRACT

File number

**MEDICAL ASSISTANCE 24h/24 - 7j/7**

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A prior phone call is necessary for approval for any expenses,  
including medical expenses



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*Happy reading!*

## Our travel insurance contract

**6492** Tranquillité Contract

**6493** Cancellation and luggage contract

*For application of your assistance cover, a prior phone call is necessary.*

Case number :



Mutuaide



A new new idea of travel and leisure insurance

## GUARANTEES BY PLAN

GUARANTEES	Tranquillité N° 6492	Cancellation and luggage contract N° 6493
CANCELLATION	X	X
MISSED DEPARTURE	X	
DEPARTURE IMPOSSIBLE	X	
FLIGHT DELAY	X	
BAGGAGE	X	X
REPATRIATION ASSISTANCE	X	
ADDITIONAL ASSISTANCE TO PERSONS	X	
INTERRUPTION OF STAY AND OF ACTIVITIES	X	
COMPENSATION TRIP	X	
CIVIL LIABILITY	X	
LOSS DAMAGE WAIVER	X	

## 1 - THE TABLE OF GUARANTEES

Insurance guarantees	Maximum amounts incl. tax	Deductibles
<b>TRAVEL CANCELLATION</b> - Cancellation for <b>illness</b> declared in the month preceding departure in the event of an <b>epidemic</b> or <b>pandemic</b> .  - Cancellation in case you are designated as having been in close contact in the 14 days preceding departure.  - Cancellation in case of absence of vaccination  - Cancellation for refusal of boarding following a temperature check or positive result after a PCR and/or antibody test upon your arrival at the airport of departure	According to conditions of scale of cancellation expenses max 25,000 € per person 125,000 € per event	Medical reason: 50 € per person Other reasons: 10% of cancellation fees with minimum of 150 € per person  50 € per person   50 € per person  50 € per person
<b>MISSED DEPARTURE</b> One-way ticket to allow you to reach your destination	Real expenses	-
<b>DEPARTURE IMPOSSIBLE</b> Before leaving: In the event of trips postponed by the service provider, return <b>home</b> costs Postponement costs	100 € per person with proof Compensation, with supporting documents, of 500 € per person or Set compensation of 300 € per person	-
<b>FLIGHT DELAY</b>	set amount of 130 € per person	Regular flights and charter flights: delay of more than 4 hours
<b>BAGGAGE</b>  - Precious objects - Purchases of basic necessities - Theft or loss of sports equipment during transport by a <b>transport company</b>  - Advice and shipping costs in the event of loss or theft of documents, personal effects, transport tickets and means of payment  - Document preparation costs in the event of loss or theft of <b>official documents</b> (such as identity card, passport, etc.)  - Equipment rental in the event of baggage delay at destination	1,800 € maximum per person with supporting documents OR 50 % of the amount of the guarantee 500 € per person 1800 € maximum per person  Real expenses  100 € maximum per person  500 € maximum per person	30 € per person  30 € per person 24 hours 30 € per person  -  -  -

REPATRIATION ASSISTANCE		
- Remote consultation before departure	1 call	-
- Repatriation or medical transport including in the event of an <b>epidemic</b> or <b>pandemic</b>	Real expenses	-
- Assistance for repatriation or transport	Ticket for transport	-
- Presence in case of hospitalization	Transport ticket + hotel costs 150 € per person per day, max 10 days	-
- Extension of stay at the hotel	Hotel costs 150 € per person per day, maximum 10 days	-
- Hotel expenses	Transport ticket + Hotel costs 150 € per person per day, max 10 days	-
- Impossible return	1000 € per person and Maximum of 50,000 € per group	-
- Hotel costs following an impossible return	Hotel expenses 120 € per night, max 14 nights	-
- Hotel costs in case of placement into <b>quarantine</b>	Hotel expenses 120 € per night, max 14 nights	-
- Cover of a local telephone plan in case of placement into <b>quarantine</b>	Up to 80 €	-
- Additional reimbursement medical, surgical expenses pharmaceuticals and <b>hospitalization</b> including in the event of illness related to an <b>epidemic</b> or <b>pandemic</b> and expense for hyperbaric chamber (outside the country of residence of the <b>subscriber</b> )	200,000 € per person	46 € per case
- In the event of <b>hospitalization</b> , cover of telephone costs with the assistance platform	Actual costs within the limit of 200 € per case	-
- Emergency dental care	300 € per person	-
- Transport of remains in case of death		-
• Repatriation of remains	Real expenses	-
• Funeral expenses necessary for transport	3000 € per case	-
• Escort of the deceased	Transport ticket + hotel costs 150 € per person per day, max 10 nights	-
• Recognition of remains and death formalities if the <b>subscriber</b> was travelling alone or with another person	Round-trip transport ticket for a family member or close friend + hotel costs 150 € per person per day, maximum 4 nights	-
- Return of children under age 18	Ticket for transport	-
- Dispatch of a doctor on site	Ticket for transport	-
- Early return	Ticket for transport	-
- Replacement driver for stays in Europe (personal vehicle only)	Driver's salary or round-trip ticket	-

## TABLE OF GUARANTEES

- Sending of medications	Shipping costs	-
- Transmission of messages	Actual costs	-
- Minors who stayed at [your] <b>domicile</b>	Actual costs	-
- Return of beneficiaries	Ticket for transport	-
- Advance of funds	1500 € maximum per person	-
- Legal Assistance Abroad		
- payment of fees	1500 € per person	-
- advance of bail bond	15,000 € per person	-
- Payment of expenses for search and rescue	10,000 € maximum per person	-
- Information services and medical advice	Actual costs	-
- Cover of transport costs to the embassy in the event of loss of identification documents	200 € max	-
- Psychological support in the event of major trauma following "a covered illness or accident"	Within the limit of two telephone sessions per insured and per insurance period	-
- Psychological support following placement into <b>quarantine</b>	6 telephone sessions per event	-
- Emergency suitcase	100 € per person 350 € per family	-
<b>ADDITIONAL ASSISTANCE TO PERSONS</b>	Maximum 900 € per person	
- Caregiver	20 hours maximum	-
- Delivery of medications	Delivery costs	-
- Delivery of meals and household shopping	15 days	-
- Delivery of household shopping following repatriation after illness related to an <b>epidemic</b> or a <b>pandemic</b>	15 days maximum and 1 delivery per week	-
- Housekeeper	20 hours maximum	-
- Housekeeper following repatriation after illness related to an <b>epidemic</b> or a <b>pandemic</b>	15 hours spread over 4 weeks	-
- Childcare	20 hours maximum	-
- Childcare at your <b>home</b> or provision of a round-trip train or plane ticket for your children	Train ticket 1st class or economy class airline ticket	-
- Academic support	15 hours per week within the limit of one month	-
- Pet care	10 days maximum	-
- Accommodation following a <b>claim</b> at your <b>home</b>	150 € per day for 5 days maximum	-
- Psychological support following repatriation due to an illness linked to an <b>epidemic</b> or a <b>pandemic</b>	6 telephone sessions per event	-

EXPENSES FOR INTERRUPTION OF STAY OR COMPENSATION TRIP IN CASE OF HOSPITALIZATION OR REPATRIATION	Reimbursement of unused land-based services* OR Credit for amount of initial trip* *With a maximum of 12,000 € per person and 40,000 € per event	-  Straight deductible 3 days before the return date
EXPENSES FOR INTERRUPTION OF ACTIVITIES	Reimbursement of costs for the interruption of temporary activities not used prorata temporis, in the event of medical incapacity to practice this activity, within the limit of 100 € per person and per day	-
<b>CIVIL LIABILITY</b> <b>"private life"</b> <ul style="list-style-type: none"> <li>- Bodily harm, property damage and consequential losses</li> <li>- Property damage and consecutive consequential losses "Permanent disability"</li> <li>- Defence of your interests: criminal defence and recourse following an accident</li> <li>- Amicable or judicial action in case of dispute</li> <li>- Incl. budget for amicable activities</li> <li>- Incl. budget for judicial action</li> <li>- Arbitrator's budget: in case of disagreement between the <b>subscriber</b> and the Insurer</li> </ul>	4,500,000 € per claim  750,000 € per claim  Within the limit of 41 006 €  1 047 €€ Per dispute: Court-ordered assessment: 3162 € Lawyers, bailiff, costs and fees: within the limits of the texts governing the profession Legal fees: with documentation Legal fees: within the limit of the scale attached to the general provisions 277 €€	-  150 € for property damage and consequential losses None for bodily harm  -  296 € in case of amicable action 1,195 € in case of legal action  -
LOSS DAMAGE WAIVER	1 500 €€	150 € per rental

The other guarantees indicated above are applicable for the duration of the trip corresponding to the invoice issued by the **travel agency** with a maximum of 120 days from the date of departure for the trip.

### SUBSCRIPTION PERIOD

In order to avoid exclusions related to the period of the causal event, the Cancellation cover must be subscribed no later than **2 business days** after booking the trip.



## 2 - THE GUARANTEES

### 2-1– CANCELLATION FOR “ALL JUSTIFIED CAUSES”

Effective date	Expiration of guarantees
<b>Cancellation:</b> the day of subscription of this contract	<b>Cancellation:</b> the day of departure — meet-up location of the group (outbound)

#### WHAT DO WE COVER?

We will reimburse you the partial payments or all sums kept by the **travel agency**, with or without a **deductible**, in accordance with the Table of Guarantees and billed according to the terms and conditions of sale of the **travel agency**.

Excluding visa fees and the insurance premium, when you are required to cancel your trip before departure (for the outbound trip).

#### IN WHAT CASES DO WE INTERVENE?

##### A/ Cancellation for medical reasons

We intervene for the following reasons and under the following circumstances, to the exclusion of any other:

##### SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

Including relapse or worsening of a chronic or pre-existing **illness**, (including illness following an **epidemic** or **pandemic** declared in the 30 days preceding the departure), as well as the consequences or sequelae of an **accident** occurring prior to enrolment in this contract, provided that the state of health of the **subscriber** is consolidated on the date of purchase of the insurance:

- of you or any **member of your family** (including your common-law partner or the person with whom you have established a civil solidarity pact), as specified in the Definitions paragraph,
- of your professional replacement, provided that his/her name is mentioned when enrolling in this contract, on the subscription form (paper or electronic),
- of the legal guardian,
- of a person who usually lives in your home,
- of the person in charge during your trip:
  - of looking after your children of minor age, provided that their name is mentioned when enrolling in this contract, on the subscription form (paper or electronic),
  - of looking after a disabled person, provided that they live under the same roof as you, that you are their legal guardian and that their name is mentioned when enrolling in this contract, on the membership form (paper or electronic).

In all cases, we only intervene if the **illness** or **accident** formally prohibits leaving the **home**, requires medical treatment and prevents the exercise of any professional or other activity as well as the practice of the activities specified and sold by the agency.

#### CANCELLATION FOR REFUSAL OF BOARDING FOLLOWING TEMPERATURE CHECK

**Refusal of boarding following a temperature check or a positive result of a PCR test and/or antibody test of the subscriber** on arrival at the departure airport. (Proof issued by the transport company which refused boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).

### IF YOU ARE DECLARED A "CONTACT CASE" in the 14 days preceding departure

You must provide proof issued by the CPAM or the ARS declaring that you are a "contact case". In the absence of these supporting documents, no compensation will be possible.

### ABSENCE OF VACCINATION AGAINST COVID 19

In the event that, at the time of enrolling in this contract, the country of destination does not impose a vaccine and, when such a vaccination is required, you no longer have time to proceed with getting the vaccine to permit you to travel.

Contraindication of vaccination, the after-effects of vaccination or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

### COMPLICATIONS DUE TO PREGNANCY

- which involve the absolute cessation of any professional or other activities and provided that at the time of departure, you are not more than 6 months pregnant.

Or

- If the nature of the trip is incompatible with the condition of pregnancy, provided that you are not aware of your condition at the time of registration for the trip.

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

### B/ Cancellation All Justified Causes

The guarantee is also granted to you, in all other cases of cancellation, if the departure is prevented by a random event which ***can be justified***.

Random event refers to any circumstance that is unintentional on your part or on the part of a ***member of your family***, not excluded under this contract, unforeseeable on the day of subscription and resulting from a sudden and external cause.

### WHAT IS THE LIMIT OF GUARANTEE?

We intervene for the amount of the cancellation costs incurred on the day of the event that could trigger the guarantee, in accordance with the Terms and Conditions of Sale of the trip organizer, **with a maximum and a deductible indicated in the Table of Guarantees**.

The cover in this article is granted to you and to the insured persons accompanying you:

- with family ties without limit of number
- without family ties limited to 9 people

If you wish to travel alone, additional costs are taken into account, without our reimbursement being able to exceed the amount due in the event of cancellation on the date of the event.

### WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of leaving linked to the closing of borders, material organization, accommodation conditions or security of the destination.

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL

EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES, we cannot intervene if the cancellation results:

- from any circumstance that is only a mere inconvenience to your trip,
- from the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- from the impossibility of leaving due to administrative restrictions on travel for persons as issued by the competent authorities of the country of departure or transit or destination,
- from any event for which responsibility could be incumbent upon the tour operator in application of Law 2009-888 of 22 July 2009 (Tourism Code),
- default, of any kind, including financial, of the travel organizer or transporter rendering it impossible to fulfil its contractual obligations,
- from any non-medical event that has occurred between the date of booking your travel and the date of enrolment in this contract,
- from **illness** or **accident** that has already been observed, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of this contract,
- from complications of pregnancy beyond the 6<sup>th</sup> month.

## WHEN DO YOU HAVE TO REPORT THE CLAIM?

### Two steps:

1/ From the first signs of **illness** or from becoming aware of the event triggering the guarantee, you must IMMEDIATELY notify your **travel agency**.

If you later cancel the trip with your **travel agency**, we will only reimburse you starting from the first manifestation of the **illness** or **accident** leading to the cancellation, in accordance with the cancellation scale appearing in the terms of sale of the **travel agency**.

2/ Furthermore, you must report the incident to ASSURINCO within the five business days following the event leading to the guarantee.

## HOW TO DECLARE A CLAIM

You must file your **claim on the declaration website at the address found at the end of the booklet**.

You must provide Assurincos with the documents and medical information required to investigate your case, as well as the medical questionnaire to be completed by your doctor, in a confidential envelope sent to the attention of your Assurincos consulting physician.

If you do not have these documents or information, you must have them sent by your primary care physician in an envelope marked confidential to the attention of the Assurincos consulting physician.

You must also send any information or documents that will be requested to justify the reason for your cancellation and, in particular:

- all photocopies of prescriptions prescribing medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including,

for the medications prescribed, a copy of the corresponding labels,

- statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- The paid invoice for the cancellation fees that you are required to pay to the **travel agency** or that the latter keeps,
- the number of your insurance contract,
- In the event of an **accident**, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, if applicable, of the witnesses,
- in case of refusal of boarding: proof issued by the transport company which refused boarding, or by the health authorities; (in the absence of this proof, no compensation will be possible),
- And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it without a legitimate reason, you will lose your right to cover.

## 2-2 – MISSED DEPARTURE

Effective date	Expiration of guarantees
<b>Missed departure:</b> the day of subscription of this contract	<b>Missed departure:</b> the day of departure – meet-up location of the group (outbound)

If an unforeseeable event beyond your control that can be justified occurs during the trip between your **home** and the meet-up place indicated by the **travel agency** and you cannot be present at the time scheduled to take your means of transport, we will reimburse you for the transport ticket (if it is not reusable) to allow you to reach your destination.

This guarantee is acquired provided that you have left a lead time of at least 2 hours before the appointment at the meet-up location.

In any case, the amount may be greater than that resulting from cancellation of the trip.

## 2-3 – DEPARTURE IMPOSSIBLE

Effective date	Expiration of guarantees
<b>Departure impossible:</b> the day of the meet-up place indicated by the transporter initially expected	<b>Departure impossible:</b> the day of effective return

### WHAT DO WE COVER?

The purpose of this cover is to compensate you according to the Table of Guarantees in the event of postponement of your stay by the **travel agency** and/or the airline or due to a climatic or natural event of abnormal intensity, epidemic or pollution, unknown at the time of subscription, unforeseeable, unavoidable and beyond your control, that of the **travel agency** and/or the airline and putting the direct or indirect safety of travellers at risk, and calling into question the normal course of the trip initially planned.

#### Before your departure (outbound)

Following the postponement of your stay by the **travel agency** and/or the airline:

- reimbursement on proof of the non-modifiable and non-refundable costs to return to your **home**, if you are on site when the cancellation of the stay is announced, up to the amount specified in the Table of Guarantees.

In the event of a trip postponed by you with the **travel agency** to a new date:

- costs for postponement with compensation up to the amount specified in the **Table of Guarantees**. These postponement costs are paid up to a limit of once per person and per year, as compensation following postponement of the first trip.

This guarantee only takes effect for trips postponed to a later date within the limit of one year from the date of cancellation of the trip and accepted by you. No compensation will be paid in the event of cancellation without postponement.

This guarantee cannot be combined with the other guarantees related to the cancelled trip. The postponed trip will be the subject of a new insurance subscription.

### WHAT WE EXCLUDE

- the absence of hazard,
- a nuclear incident, a **civil** or foreign **war**, a riot or a **strike**,
- failure of the **travel agency** or the airline,
- an act of negligence on your part,
- cancellation/postponement in case of an insufficient number of participants in the trip.

### WHEN DO YOU HAVE TO REPORT THE CLAIM?

You must notify us within five working days of the event giving rise to the guarantee, specifying your contract number. To do so, you must declare the **claim on the declaration website**.

### HOW TO DECLARE A CLAIM

**On the declaration website at the address found at the end of the booklet**, by sending us all the documents necessary for constitution of the file to prove the legitimacy and amount of the claim.

In case of cancellation:

- the invoices for the cost to return **home**.

In case of postponement:

- the initial travel registration form,
- proof of cancellation and postponement,
- the signed postponement agreement.

## 2-4 – FLIGHT DELAY

Effective date	Expiration of guarantees
<b>Flight delay:</b> the day of departure – meet-up location of the organizer	<b>Flight delay:</b> the expected day of return from the trip (place of separation of the group)

### WHAT IS THE NATURE OF THE GUARANTEE?

The guarantee provides for reimbursement of a set amount within the limit of the amounts

indicated below, if the guaranteed flight has experienced a delay with respect to the initially scheduled arrival time.

## IN WHAT CASES DO WE INTERVENE?

### TABLE OF DELAYS AND REIMBURSEMENT AMOUNTS IN THE EVENT OF DELAY FOR THE OUTBOUND FLIGHT

Delay of more than 4 hours	130 € maximum per person
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### IN THE EVENT OF A DELAY FOR THE INBOUND FLIGHT

Delay of more than 4 hours	130 € maximum per person
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Compensation is cumulative if the delay occurs for the outbound trip, the inbound trip or for a stopover.

## WHAT ARE THE CONDITIONS FOR GRANTING THE GUARANTEE?

The ***flight delay*** cover is acquired under the following condition:

- You must have taken the ***covered flight***.

## HOW TO DECLARE A CLAIM

You must file your ***claim on the declaration website at the address found at the end of the booklet***.

For the ***flight delay*** cover to apply, you must first have the airline that made the flight or, failing that, the airport authorities, complete ***the claim form attached to this insurance notice*** (paper or electronic) that was given to you at the time of enrolment.

In addition, you will have the above-mentioned company or authorities place their stamp on said declaration

If you are unable to complete this process for any reason whatsoever, the time used for calculating the compensation will be that indicated by the ***travel agency*** or by the airline that performed the flight.

As soon as you return from your trip and at the latest within the following month, you must declare your ***claim on the declaration website, the address of which you will find at the end of the booklet***.

### IMPORTANT:

Should you fail to comply with the obligations listed above, it will be impossible to establish the reality of the ***flight delay*** and, therefore, you will not be able to be compensated.

Furthermore, a person who knowingly makes a false declaration or uses fraudulent means or inaccurate documents will forfeit any right to compensation.

## WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES, we cannot intervene under the following circumstances:

- intentional or wilful misconduct on your part,
- the state of ***civil war*** or ***foreign war*** in the country of departure, transfer or

arrival of the **covered flight**.

- It is up to you to prove that the **flight delay** results from one of the events listed above, except for **foreign war** where, in application of the provisions of the **French Insurance Code**, it is your responsibility to prove that the flight delay results from an event other than **foreign war**.

## 2-5 – BAGGAGE

Effective date	Expiration of guarantees
<b>Baggage:</b> the day of departure – meet-up location of the organizer	<b>Baggage:</b> the expected day of return from the trip (place of separation of the group)

### WHAT DO WE COVER ?

We cover, up to the amount indicated in the Table of Guarantees, your **luggage**, objects and personal effects, taken with you or purchased during your **trip**, away from your principal or secondary place of residence in the event of:

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

#### BASIC NECESSITIES

In the event that your personal **baggage** is not returned to you at the destination airport (on the outbound trip) and if it is returned to you more than 24 hours late, we will reimburse you, with presentation of supporting documents, for the cost of basic necessities and/or for the rental of equipment necessary for the activities of your trip, up to the amount indicated in the Table of Guarantees.

However, you cannot combine this indemnity with the other indemnities of the **BAGGAGE** guarantee.

### COST OF RECREATING OFFICIAL DOCUMENTS

Your costs of having passports, identification cards or driving licenses, stolen during your trip, remade, up to the amount indicated in the Table of Guarantees and provided that you have immediately filed a complaint with the closest police authorities and have filed a declaration in exchange for a receipt with the nearest French Embassy or Consulate.

### WHAT ARE THE LIMITS OF OUR GUARANTEE?

For precious objects, pearls, worn jewellery and watches, furs, as well as for any device used to reproduce sound and/or images and their accessories, hunting rifles, portable computers, the reimbursement value may in no case exceed 50% of the amount indicated in the Table of Guarantees.

In addition, the items listed above are only covered against proven theft that has been duly declared as such to a competent authority (police, transport company, purser, etc.).

- The theft of jewellery is **ONLY** covered when it is placed in a safe or when it is worn by you.
- The theft of any sound and/or image reproduction device and their accessories is **ONLY** guaranteed in the event of a break-in.

If you use a private car, the risks of theft are covered provided that your ***luggage*** and ***personal effects*** are placed in the boot of the locked vehicle and out of sight. **ONLY BREAK-IN THEFT IS COVERED.**

If the vehicle is parked on the public thoroughfare, the guarantee only applies between 7 a.m. and 10 p.m.

### WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES, we cannot intervene under the following circumstances:

- theft of ***baggage***, personal effects and objects left unattended in a public place or stored in a room made available to several people,
- theft of any sound and/or image reproduction device and their accessories when they have not been placed in a secure lock box while they are not being worn, which implies, de facto, that these devices are not covered when they are entrusted to any transport company (air, sea, rail, road, etc.),
- forgotten, lost (except by a transport company), switched objects, exchange,
- theft without break-in duly observed and described in a report by an authority (police, ***transport company***, steward, etc.),
- accidental damage due to the leakage of liquids, fats, dyes or corrosives contained in your ***baggage***,
- confiscation of goods by the Authorities (customs, police),
- damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- theft committed in a convertible, estate car or other vehicle without a boot,
- collections or samples of sales representatives,
- stolen, lost, forgotten or damaged cash, documents, books, tickets or credit cards,
- forgotten, lost or damaged ***official documents***: passport, identification card or residence card, vehicle registration card or driving license,
- the theft of jewellery when it has not been placed in a secure lock box while not being worn, which implies, de facto, that the jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),
- the breakage of fragile objects such as porcelain, glass, ivory, pottery, marble,
- indirect damage such as depreciation and loss of use,
- the objects designated hereafter: any prosthesis, equipment of any kind, trailers, securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tape or film as well as professional equipment, portable computer equipment, mobile telephones, musical instruments, food products, lighters, pens, cigarettes, alcohol, works of art, cosmetics, memory cards and photo film.

### FOR WHAT AMOUNT DO WE INTERVENE?

The amount indicated in the Table of Guarantees constitutes the maximum reimbursement for all ***claims*** occurring during the guarantee period.

***A deductible per case is indicated in the Table of Guarantees.***



## HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a **transport company**, you are compensated, subject to supporting documentation and based on the replacement value by equivalent objects of the same type, less depreciation.

During the first year from the date of purchase, the amount refunded will be equal to the purchase value of the luggage or valuables. The following year, the reimbursement amount will be calculated for 75% of the purchase price. In subsequent years the value will be reduced by an additional 10%.

In the event of theft, you are compensated, with supporting documentation, on the basis of the replacement value for new, equivalent objects of the same type.

If you have no proof of purchase to present, a set amount of 500 € per person will be granted to you.

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

Our reimbursement will be issued after deduction of any reimbursement obtained from the transport company and the **deductible**.

## HOW TO DECLARE A CLAIM

You must file your **claim on the declaration website at the address found at the end of the booklet**.

The declaration of **claim** must reach the claims manager within 5 working days except in case of unforeseen circumstances or force majeure; if this time frame is not respected and we incur a loss as a result, you will lose all rights to compensation.

Your **claim** declaration must be accompanied by the following items:

- the receipt of a complaint filed in the event of theft or declaration of theft to a competent authority (police, transport company, steward, etc.) in the case of theft during the stay or loss by a **transport company**;
- The report of loss or destruction established with the transporter (sea, air, rail, road) when the **baggage** or objects have been lost, damaged or stolen during the period when they were in the legal custody of the transporter.

In the event of failure to present these documents, you forfeit your rights to compensation.

The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of this property. You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of the **incident**, as well as the extent of the damage.

If knowingly, as justification, you use inaccurate documents or fraudulent means or provide inaccurate or reluctant statements, you will forfeit any right to compensation, without prejudice to the legal action that we would then be entitled to bring against you.

## WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE BAGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must notify the claim manager from ASSURINCO, immediately, as soon as you have been informed of it:

- if we have not yet compensated you, you must take back said **baggage**, objects or personal effects; we are then only required to pay for any damage or missing items,

- if we have already compensated you, you can opt within 15 days:

- to either abandon said **baggage**, objects or personal effects with us,
- or to have said **baggage**, objects or personal effects returned to you, subject to return of the compensation that you received less, where applicable, the part of this compensation corresponding to damage or missing items.

If you have not expressed a choice within 15 days, we consider that you have opted for abandonment.

## 2-5 – REPATRIATION ASSISTANCE

Effective date	Expiration of guarantees
<b>Repatriation assistance:</b> the day of departure – meet-up location of the organizer	<b>Repatriation assistance:</b> the expected day of return from the trip (place of separation of the group)

If you find yourself in one of the situations mentioned below, we will implement, through the intermediary of MUTUAIDE ASSISTANCE - 126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex, in accordance with the general and special provisions of this contract, the services described, on simple telephone call (collect accepted from abroad) or sending of a telex, a fax, a telegram or an e-mail.

In all cases, the decision to provide assistance and the choice of appropriate means remain exclusively with the MUTUAIDE ASSISTANCE doctor, after contact with the attending doctor on site and, possibly, the **beneficiary's** family. Only the medical interest of the **beneficiary** and compliance with health regulations in effect are taken into consideration when deciding on transport, the choice of the means used for this transport and the place of hospitalization.

In any case, the **assister** cannot replace local emergency relief organizations.

## WHAT DO WE COVER?

### TELE-CONSULTATION BEFORE DEPARTURE

For any request for information and useful details for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

*The information concerns the following areas:*

Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main Hospitals, Advice for women, Time difference, Travelling with animals.

Our doctors are also available for any information you may need in case of a trip taking place during an **epidemic** or a **pandemic**.

The information is communicated by telephone and is not the subject of a written confirmation or sending of documents.

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

### REPATRIATION OR MEDICAL TRANSPORT

You are ill, including in the context of an **epidemic** or a **pandemic**, or injured during a covered

trip. **We organize** and **take care of** your repatriation including, if applicable, your bicycle, to your **home** or to a hospital near you. Only medical requirements are taken into account to determine the date of repatriation, the choice of means of transport or place of hospitalization.

The repatriation decision is taken by our medical consultant, after consulting the occasional doctor and possibly the family doctor.

During your repatriation, and on recommendation from our medical consultant, **we organize** and pay for the transport of a person to be by your side.

**Any refusal of the solution offered by our medical team will render the personal assistance guarantee null and void.**

## ASSISTANCE FOR REPATRIATION OR HEALTH TRANSPORT

You are repatriated for medical reasons or you die during a covered trip.

**We organize** and **cover**, if they cannot return by the means initially foreseen, the transport **home** of your beneficiary family members or of an insured person accompanying you when the event occurs, by train in 1st class or by plane in economy class

## PRESENCE IN CASE OF HOSPITALIZATION

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 7 days. **We organize** and **cover** the round-trip transport by train in 1st class or by plane in economy class of a member of your family residing in the same country as you, as well as his expenses for the stay (room, breakfast) to be at your bedside.

Our cover for accommodation is up to the amount indicated in the Table of Guarantees.

**In all cases, the costs of dining or other expenses remain the responsibility of this person.**

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

## EXTENSION OF STAY AT THE HOTEL

If your state of health does not justify **hospitalization** or medical transport and you cannot return on the date initially planned, **we will cover** your additional costs of stay at the hotel as well as those of **covered members of your family** or of a person **covered** under this contract and accompanying you, up to the amount indicated in the Table of Guarantees.

This guarantee also applies in the event of a drop in MAM, on the recommendation of our medical consultant.

As soon as your health permits, **we organize** and **pay** for your additional transport costs and possibly those **members of your family members, covered person** who stayed with you, if the tickets provided for your return and theirs cannot be used due to this event.

In addition, if you lose your identification documents which are essential for your return to your country of origin or for allowing you to continue your stay, or if they are stolen, **we will cover** your additional costs for hotel stays as well as those of the **covered members of your family** or of a **covered person** under this contract who is accompanying you, up to the amount indicated in the Table of Guarantees.

## HOTEL COSTS

We reimburse a person accompanying you for their hotel costs up to the limit of the amount indicated in the Table of Guarantees, in the following cases:

- you are hospitalized in a city different from the one indicated on your registration form,
- you die and one of your companions wishes to stay with the body while carrying out the administrative procedures.

## RETURN IMPOSSIBLE

Your flight has been cancelled following measures to restrict the movement of populations in the event of an **epidemic** or **pandemic** taken by the local government or the airlines. If you are required to extend your stay, **we will organize** and **cover** the hotel costs (room and breakfast) as well as those of your **beneficiary family members** or an insured companion, up to the amount indicated in the Table of Guarantees.

**We organize** and **cover** your repatriation to your **home**, within the limit indicated in the Table of Guarantees.

## HOTEL COSTS IN CASE OF PLACEMENT INTO QUARANTINE

If you are required to extend your stay following your placement into **quarantine**, **we organize** and **cover** the hotel costs (room and breakfast) as well as those of your **beneficiary family members** or an insured companion, up to the amount indicated in the Table of Guarantees.

## COVERAGE OF LOCAL TELEPHONE PLAN

During a covered trip outside your country of residence, you are **quarantined**. **We cover** the costs of setting up a local telephone plan, up to the limit indicated in the Table of Guarantees.

## MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

When medical costs (including in the event of **illness** related to an **epidemic** or **pandemic**) have been incurred with our prior approval, we will reimburse you for the part of these costs which have not been covered by the insurance organizations with which you are affiliated. We only intervene once the reimbursements have been made by the aforementioned insurance organizations, after application of a deductible, the amount of which is indicated in the Table of Guarantees, and subject to communication of original proof of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to care received by you outside your country of residence as a result of an **illness** or accident occurring outside your country of residence.

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

In the event that the insurance organization to which you contribute does not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Table of Guarantees, subject to you providing the original invoices for medical costs and the certificate of non-reimbursement from the insurance organization. **This service ceases from the day that we are able to complete your repatriation.**

Nature of the costs granting the right to reimbursement (subject to prior approval):

- medical fees,
- cost of medication prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of coverage by the insurance organizations,
- hospitalization costs provided that you are deemed untransportable by decision of the Assistance doctors, taken after collecting information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered),
- emergency dental expenses (capped at the amount indicated in the Table of Guarantees, without application of deductible),
- PCR test fee, at the time of transit, if it is positive.

## EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALIZATION EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

We may, within the limit of the coverage provided for above, advance the hospital costs that you must incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- the care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE at the time of implementation of this service:
  - to initiate the procedures to cover the costs with the insurance organizations within 15 days following the date of dispatch of the elements necessary for these procedures by MUTUAIDE ASSISTANCE,
  - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organizations within the week following receipt of these sums.

Only expenses not covered by the insurance organizations will be covered by us and within the limit of the amount specified for the “medical expenses” benefit. You must provide us with the certificate of non-cover from these insurance organizations within a week of receipt.

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

Should you fail to have completed the procedures for cover with the insurance organizations within the allotted time, or if you fail to provide MUTUAIDE ASSISTANCE the certificate of non-cover from these insurance organizations within the allotted time, under no circumstances will you be able to take advantage of the “medical expenses” benefit and you will have to reimburse all of the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any useful recovery procedure, the cost of which will be your responsibility.

## ACCEPTANCE OF COSTS FOR TELEPHONE COMMUNICATION WITH THE ASSISTANCE PLATFORM

In the event of **hospitalization or quarantine**, we cover your costs for telephone communication with the assistance platform, on presentation of your invoice and within the limits indicated in the Table of Guarantees.

## REPATRIATION OF REMAINS

You die during a covered trip. **We organize** the repatriation of your remains to the place of the funeral in your country of residence.

In this context, **we cover**:

- The cost of transporting the remains,
- The costs related to conservation care imposed by applicable legislation,
- The costs directly necessitated by transporting the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Guarantees.

## DEATH FORMALITIES

If the presence on site of a family member or a relative of the deceased proves essential to recognize the deceased and for the repatriation or cremation formalities, **we organize and pay for** a round-trip ticket by train in 1st class or by airplane in economy class, as well as living expenses (room and breakfast) incurred on behalf of that person up to the amount shown in

the Table of Guarantees.

All other costs are the responsibility of the family of the deceased.

### RETURN OF CHILDREN UNDER AGE 18

If you are sick or injured and no one is able to look after your children under age 18, **we will organize** and **pay for** the round-trip travel of a person of your choice or one of our hostesses to bring them to your **home** or that of a **member of your family**.

### EARLY RETURN

If you have to prematurely interrupt your trip in the cases listed below, **we cover** your additional transport expenses as well as, if applicable, the return of your bicycle, and those of **the insured members of your family** or of a person accompanying you and insured under this contract, if the tickets intended to be used for your return and theirs cannot be used due to this event. We intervene in the event of:

- serious **illness, serious accident** resulting in **hospitalization** or death of a **member of your family**, of your professional replacement, of the person responsible for the care of your minor-age children or of a disabled person living under your roof, of the legal guardian or of someone who usually lives in your home,
- quarantine following an **epidemic** or **pandemic**, of a member of your family, of your professional replacement, of the person responsible for the care of your minor-age children or of a disabled person living under your roof, of the legal guardian or of a person who usually lives in your home,
- **serious property damage** imperatively requiring your presence and affecting your **home** as well as your professional premises following a burglary, fire or water damage.

### SENDING OF MEDICATIONS ABROAD

During a covered trip outside your country of **residence**, you are deprived of medicines that are essential for your health, following loss or theft. **We handle** the search and transport of these medications, in the event that these medications or their equivalents recommended by the doctors of MUTUAIDE ASSISTANCE are not found on site (subject to obtaining the contact details of your primary care physician).

**We cover** the shipment of medications by the fastest means, subject to local and French legal constraints.

The customs fees as well as the cost of purchasing the medications remain your responsibility.

### TRANSMISSION OF MESSAGES

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

Messages sent may not be of a serious or delicate nature. Messages remain under the responsibility of their authors, who must be able to be identified, and commit only them. We only play the role of intermediary for their transmission.

### CASH ADVANCE ABROAD

During a covered trip outside your country of **residence**, your means of payment or your official documents (passports, national identification card, etc.) have been lost or stolen.

By simply calling our service, we will inform you about the steps to be taken (filing a complaint, replacement of documents, etc.).

The information communicated is the documentary information referred to in article 66.1 of the modified law of 31 December 1971. It does not represent legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds up to the amount indicated in the Table of Guarantees, in exchange for an acknowledgement of debt remitted to MUTUAIDE ASSISTANCE.

This advance is to be repaid to MUTUAIDE ASSISTANCE within 30 days of the funds being made available.

**In the absence of payment, we reserve the right to initiate any useful recovery proceedings.**

## NEED FOR LEGAL ASSISTANCE ABROAD

### a) Payment of fees

**We cover**, up to the amount indicated in the Table of Guarantees, the fees of the legal representatives you call upon, if legal action is taken against you for an unintentional violation of the legislation of the foreign country in which you are located.

### b) Advance of bail bond

If, in the event of unintentional breaches of the legislation of the country in which you are located, you are required by the authorities to pay a bail bond, we will advance it up to the amount indicated in the Table of Guarantees.

This advance must be reimbursed within one month following presentation of our request for reimbursement.

If the bail is refunded to you before the end of this period by the authorities of the country, it must be returned to us immediately.

## PAYMENT OF EXPENSES FOR SEARCH AND RESCUE

**We cover**, up to the amount indicated in the Table of Guarantees, the costs for search at sea, in the mountains or in an isolated location, due to an event that puts your life at risk.

Only the costs billed by a company duly approved for these activities can be reimbursed.

**In any case, we cannot substitute for local emergency relief organizations.**

## COVER OF TRANSPORT COSTS TO THE EMBASSY IN THE EVENT OF LOSS OF PAPERS

**We cover** the transport costs to reach the Embassy, up to the amount indicated in the Table of Guarantees.

## REPLACEMENT DRIVER FOR STAYS IN EUROPE

You are ill or injured during a covered trip in one of the countries listed below and you can no longer drive your vehicle: if none of the passengers is able to replace you, we will provide you with a driver to return the vehicle to your place of residence by the most direct route.

**We cover** the travel costs and the driver's salary.

The driver is required to comply with labour legislation and, in particular - in the current state of French regulations - must observe a 45-minute stop after 4.5 hours of driving, with the overall daily driving time not exceeding 9 hours.

If your vehicle is more than 8 years old and/or has more than 150,000 km on the odometer, or if its condition and/or load capacity do not comply with the standards defined by the French Driving Code, you must let us know. We then reserve the right not to send a driver.

In this case, and replacing the provision of a driver, we provide and pay for a train ticket in 1st class or a plane ticket in economy to collect the vehicle.

This service only applies in the following countries:

France (including Monaco, except overseas departments and territories, COM and sui generis communities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

**The costs of fuel, tolls, hotel and dining for any passengers remain your responsibility.**

### PSYCHOLOGICAL SUPPORT

In the event of significant trauma following a covered event we can, at your request, put you in contact with a psychologist by telephone, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

### PSYCHOLOGICAL SUPPORT FOLLOWING PLACEMENT INTO QUARANTINE

In the event of significant trauma following an event related to a context of an **epidemic** or a **pandemic**, we can, at your request, put you in contact with a psychologist by telephone, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

### EMERGENCY SUITCASE

In the event that you no longer have enough usable personal effects at your disposal due to your **quarantine** or your hospitalization following an **epidemic** or a **pandemic**, **we cover**, on presentation of supporting documents, basic necessities, up to the amount indicated in the Table of Guarantees.

### ADDITIONAL ASSISTANCE TO PERSONS

When, during your trip, you are the victim of an **illness** or **accident** resulting in your emergency **hospitalization** for more than 48 hours and your repatriation, we provide you with additional services and benefits, provided that you make the request within fifteen days following your return **home**.

These services are only provided in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided that you contact us by 7 p.m. the day before at the latest.

**The services we offer are as follows:**

#### CAREGIVER

In the event of **illness**, when you return to your **home**, we arrange and **pay for** the dispatch of a caregiver to your bedside, up to the limit set in the Table of Guarantees and deductibles. The caregiver does not replace a health professional such as a nurse or a doctor, for administering care.

#### DELIVERY OF MEDICATION

If a prescription is issued requiring the purchase of essential drugs, when you are unable to travel:  
- with the prescription you send us, we do what is necessary to find, buy and bring **these**



**medications to your home**, subject to their availability in a pharmacy;

- we advance the cost of the drugs, which you will reimburse us when they are brought to you.  
**We cover** the delivery service.

## DELIVERY OF MEALS AND HOUSEHOLD GROCERIES

When you are unable to leave outside your **home**:

- **we organize** and **cover**, within the limit of local availability, the delivery costs of your shopping for the period set in the Table of Guarantees and deductibles, up to a maximum of one delivery per week;
- **we organize** and **cover**, within the limit of local availability, the cost of meal delivery to the limit of 4 deliveries per claim.

## DELIVERY OF HOUSEHOLD SHOPPING following repatriation after illness related to epidemic or pandemic

Following your repatriation by us following an **illness** linked to an **epidemic** or a **pandemic**, if you are not able to leave your **home**, **we organize** and **cover**, within the limit of local availability, the costs of delivery of your shopping within the limit set in the Table of Guarantees.

## ASSISTANCE AT HOME

If you cannot perform your usual tasks, we look for, arrange and **cover** assistance from a housekeeper, within the limit of the duration set in the Table of Guarantees and deductibles, spread over 4 weeks.

## ASSISTANCE AT HOME following repatriation due to an illness linked to an epidemic or pandemic

Following your repatriation by us following an **illness** linked to an **epidemic** or a **pandemic**, if you cannot perform your usual household tasks, we look for, arrange and **cover** assistance from a housekeeper, within the limit indicated in Table of Guarantees.

## CHILDCARE

If you have children under age 16 at your **home**:

- either **we organise** and **cover** their care at your **home** between 7 a.m. and 7 p.m., within the limit of local availability, for the period set in the Table of Guarantees and deductibles.

The person responsible for looking after your children may, if no relative can make themselves available, take them to school or to the nursery and return to pick them up.

- or we provide one of your relatives residing in continental France with a round-trip ticket (train or plane) so that he/she can go to your **home** to look after them.
- or, we provide your children with a Round-trip ticket (train/plane) to go to the home of one of your family members/close friends residing in continental France. They will be accompanied by a hostess appointed by our services.

## EDUCATIONAL SUPPORT FOR CHILDREN UNDER AGE 10

If, following an **accident** or **illness**, your child under 10 is immobilized for a period exceeding 15 consecutive days, resulting in an absence from school of the same duration, **we organise** and **pay for**, within the limit of local availability, private lessons with a tutor, for up to 15 hours per week, within the maximum limit of one month.

Our guarantee applies from the first month of immobilization and during the current school year for children in primary and secondary school.

## PET CARE

When you are not able to look after your pets, **we organise** and **pay for**, within the limit of local availability, the costs of pet care for the duration set in the Table of Guarantees.

## ASSISTANCE AT PRINCIPAL RESIDENCE

When, during your trip abroad, your **home** is flooded, suffers a fire or a burglary and the damage is such that precautionary measures are required, **we cover** your accommodation costs, within the limits provided for in the Table of Guarantees, if your home is uninhabitable following the damage.

This service is only due in mainland France.

## PSYCHOLOGICAL SUPPORT following repatriation due to an illness linked to an epidemic or a pandemic

In the event of significant trauma following an event related to an **epidemic** or a **pandemic**, we can, at your request, put you in contact with a psychologist by telephone after you return **home**, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

### WHAT ARE THE SPECIFIC EXCLUSIONS TO PERSONAL ASSISTANCE?

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES", we cannot cover:

- convalescence and ailments (**illness, accident**) undergoing treatment not yet consolidated on the date of the start of the trip,
- pre-existing **illnesses** diagnosed and/or treated and having been the cause of **hospitalisation** in the four months preceding the request for assistance,
- travel taken for the purpose of diagnosis and/or treatment,
- the conditions of pregnancy except for unforeseeable complications and, in any event, from the 32<sup>nd</sup> week of pregnancy
- conditions resulting from the absorption of alcohol, the use of drugs, narcotics and similar products not prescribed by a doctor,
- the consequences of suicide attempts.

To cover medical, surgical, pharmaceutical or **hospitalization** costs abroad:

- costs resulting from an **accident** or **illness** medically observed before the cover takes effect, unless there is a proven and unforeseeable complication,
- the costs generated by the treatment of a pathological, physiological or physical condition observed medically before the cover takes effect, unless there is a proven and unforeseeable complication,
- the costs of internal, optical, dental, acoustic, functional, aesthetic or other prostheses, the costs incurred in mainland **France** and in the overseas departments, regardless of whether they are the result of an **accident** or **illness** that has occurred in **France** or abroad,
- spa treatment and nursing home costs, rehabilitation costs,
- costs incurred without our prior approval,
- the consequences of voluntary failure to comply with the regulations of the country

visited or the practice of activities not authorised by the local authorities,

- any voluntary mutilation of the **subscriber**,
- ailments or benign injuries which can be treated on site and/or which do not prevent the **subscriber** from continuing his/her trip,
- events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- the consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin, unless otherwise specified in the guarantee,
- stays in a nursing home and the associated costs,
- rehabilitation, physiotherapy, chiropractic and related expenses,
- planned hospitalizations.

## HOW TO DECLARE A CLAIM

For any assistance request, you must contact MUTUAIDE ASSISTANCE, 24 hours a day - 7 days a week:

### By telephone

From France: 01 48 82 62 49

From abroad: +33 (0)1 48 82 62 49

Preceded by the local access code for international calls

### By fax

From France: 01 45 16 63 92 or 01 45 16 63 94

From abroad: +33 (0) 1 45 16 63 92 or +33 (0) 1 45 16 63 94

Preceded by the local access code for international calls

Email: [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)

And obtain prior approval from MUTUAIDE ASSISTANCE before incurring any expense, including medical costs.

For any reimbursement request, you must:

Send your reimbursement request and the supporting documents relative to your request to MUTUAIDE ASSISTANCE - Gestion des sinistres "assistance" - 126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex

When MUTUAIDE ASSISTANCE has organized your transport or repatriation, you must return the initial tickets to MUTUAIDE ASSISTANCE, and they become our property.

## 2-7 – INTERRUPTION OF STAY AND ACTIVITIES

Effective date	Expiration of guarantees
Expenses for interruption of stay and of activities: the day of expected departure — meet-up location of the organizer	Expenses for interruption of stay and of activities: the expected day of return from the trip (place of separation of the group)

## WHAT DO WE COVER?

Following your medical repatriation organized by the care of MUTUAIDE ASSISTANCE or by any other assistance company and/or **hospitalization** on site (including following an **epidemic** or a **pandemic**) and/or **quarantine** (including following an **epidemic** or a **pandemic**), we **will reimburse you** and the **covered members of your family** or persons accompanying you and also registered in the same file under this contract, the costs of stays already paid and not used, from the night following the event leading to medical repatriation, **hospitalization** on site or **quarantine**.

Any service partially consumed will be reimbursed pro rata temporis.

The **travel agency** must provide details of the services not used per day of travel not consumed. If it is impossible to detail the unused services, our reimbursement will be calculated on a pro rata basis from the night following the event leading to medical repatriation, **hospitalization** on site or **quarantine**.

Likewise, if a **member of your family** not participating in the trip suffers from a serious **illness**, an **accident** involving serious bodily harm or death and, as such, you have to interrupt your stay and we proceed with your repatriation, we will reimburse you as well as **covered members of your family** or persons accompanying you and registered in the same file under this contract, on a pro rata temporis basis, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

We also intervene in the event of theft, serious damage from fire, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and imperatively involving your presence to take the necessary protective measures. We will reimburse you and the **covered members of your family** or persons covered under this contract accompanying you, pro rata temporis, for the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

Finally, in the event of **hospitalization or quarantine** during your stay, definitively interrupting the continuation of your trip, we will reimburse you and the **covered members of your family** or persons accompanying you and registered in the same file under this contract, the costs of stays already paid and not used (transport not included) on a prorated basis from the night following the event leading to **hospitalization**.

## INTERRUPTION OF ACTIVITIES

When you, an **insured member of your family** accompanying you or persons accompanying you and registered in the same file under this contract, are ill and you can no longer perform a temporary service for a medical reason requiring neither your repatriation nor your **hospitalization**, but incompatible with your state of health and upon medical decision, we intervene within the limit of the amount set in the Table of Guarantees, insofar as this service has been invoiced by the trip organizer.

## WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES, we cannot intervene under the following circumstances:

- aesthetic treatment, cure, voluntary termination of pregnancy, in vitro fertilization and its consequences,
- a psychological, mental or depressive **illness** without **hospitalization** less than three days,
- epidemics (unless otherwise stipulated in the guarantee).

## HOW TO DECLARE A CLAIM

You must file your **claim on the declaration website at the address found at the end of the booklet.**

In all cases, the originals of the detailed invoices from the travel agency showing the land and transport services will be systematically requested from you.

Medical information may be requested by our medical adviser for the examination of the case.

If the medical information necessary for investigating the case is not provided to medical adviser, the case cannot be processed.

## 2-8 – COMPENSATION TRIP

**(Cannot be combined with the costs of interruption of stay and activities - Art 2-7)**

Effective date	Expiration of guarantees
<b>Compensation trip:</b> the day of expected departure – meet-up location of the organizer	<b>Compensation trip:</b> the expected day of return from the trip (place of separation of the group)

## WHAT DO WE COVER?

We guarantee the same events as in article 2-7 INTERRUPTION OF STAY AND ACTIVITIES. You benefit from a new trip for an amount equal to the package or the initial transport ticket, within the limits indicated in the Table of Guarantees.

This amount is paid in the form of credit to the **travel agency**.

This guarantee cannot be combined with compensation for the costs of interruption of stay and activities.

This amount must be used within FIFTEEN MONTHS following the event that caused your repatriation and is only valid at the agency where you purchased your original trip.

## 2-9 – CIVIL LIABILITY "PRIVATE LIFE"

The "Civil liability private life" cover is limited to only insured persons residing in Continental France or the overseas departments who have privately reserved a trip or stay with an approved organization (Tour operator or travel agency).

These guarantees are granted under the conditions and limits hereafter.

### I - THE CONTRACT

#### 1/1 THE PARTICIPANTS IN THE CONTRACT

US:

The insurer with which you subscribed the contract

GROUPAMA D'OC  
14 Rue Vidailhan - CS 93131  
31131 BALMA

INSURED:

Any natural person domiciled in Continental France or an overseas department who has reserved

travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- transport tickets
- an organized trip (cruise, circuit, «all-inclusive» stay, ...)
- and the duration of which does not exceed twelve consecutive months

## 1/2 THE TERMS OF INSURANCE

### ACCIDENT:

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

### OTHER:

Any natural person or legal entity other than the insured or ***the subscriber***.

### BENEFICIARY:

Person benefiting from services not offered on a personal basis, but because of his relationship with the insured.

### BODILY HARM:

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

### CONSEQUENTIAL LOSSES:

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

### PROPERTY DAMAGE:

Any damage or disappearance of property, as well as any damage suffered by a domestic animal.

### STATE OF ALCOHOLIC INTOXICATION:

Blood alcohol level from which the offences specified in articles L 234-1 and R 234-1 of the Driving Code or by equivalent texts of legislation abroad are applicable.

### DEDUCTIBLE:

The portion of the loss payable by you in the settlement of a claim.

### CIVIL LIABILITY FOR TORT AND GROSS NEGLIGENCE:

Obligation to cover the consequences of damage caused to others by the insured or by persons for whom he is responsible or by the things in his custody.

### THRESHOLD OF INTERVENTION:

For Criminal Defence and Recourse following an accident:

Amount at stake above which we intervene. As plaintiff or defendant, we intervene amicably and/or for litigation when the principal amount of interest at stake is at least equal to the threshold of intervention set in the table of guarantee amounts and deductibles.

This threshold does not apply in matters of criminal defence.

### CLAIM:

All the harmful consequences of an event leading to the application of one of the guarantees specified in the contract. Claims originating from the same event constitute a single claim.

A liability claim is any loss or set of losses caused to third parties, engaging the liability of the insured, resulting from a harmful event and having resulted in one or more claims. The harmful event is that which causes the harm. A set of harmful events having the same technical cause is assimilated to a single harmful event.

**This definition does not concern the Criminal Defence and Recourse guarantees following an accident.**

### SUBROGATION:

When we have compensated you following a loss, we replace you in your rights and actions against the party responsible for your harm, to obtain reimbursement of the sums that we have paid to you.

### THIRD PARTY:

Anyone other than the insured.

## 1/3 TERRITORIALITY

The Civil Liability guarantee is extended to the whole world for stays of a duration less than or equal to 12 months, with the understanding that the duration of the stay corresponds to that authorized by the legislation of the country concerned.

It is reminded that the applicable regulations correspond to legislation of the country in which the damage occurred, within the limits of the civil liability private life cover provided for in your contract.

## 1/4 LIMITS OF GUARANTEES

The limits of your guarantees are indicated in the table of guarantee amounts and deductibles and in your enrolment form.

## 1/5 GENERAL EXCLUSIONS OF YOUR CONTRACT

You have decided on the extent of your protection by choosing the guarantees that best meet your needs.

However, regardless of the cover chosen, we never insure:

- the consequences of the fault of the insured, whether it is intentional or fraudulent (however, this exclusion does not apply to damage caused to others by persons for whom the insured is civilly liable),
- the consequences of war,
- liability for claims related to incidents due or related, directly or indirectly, to asbestos or any other material containing asbestos in any quantity whatsoever,
- damage and aggravation of damage caused by:
  - ~~Weapons~~ and/or devices intended to explode by modifying the structure of an atomic nucleus,
  - ~~Any~~ nuclear fuel, radioactive product or waste, or any other source of ionizing radiation if the damage or aggravation of damage:
    - directly affects a nuclear installation,
    - engages the exclusive liability of an operator of a nuclear installation,
    - originates in the supply of goods or services relating to a nuclear installation,

except if it results from attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the Criminal Code, within the limits and conditions set in the contract,

- any source of ionizing radiation used or intended for use outside a nuclear installation and for which the insured, or any person for whom he is responsible, has ownership, custody or use, or for which he may be held responsible due to the design, manufacture or packaging, except if they result from attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the Criminal Code, within the limits and conditions set in the contract.

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

- implements radioactive substances that do not involve a system of authorization within the

framework of the nomenclature of Installations Classified for Protection of the Environment (article R 511-9 of the Environment Code),

- also does not fall under a system of authorization under the regulations relative to the prevention of health risks linked to the environment and to work (article R 1333-23 of the Public Health Code);
- the payment of fines,
- the consequences of the insured's participation in a bet,
- the transport of explosives.

In addition to these general exclusions, there are specific exclusions that appear in each of the guarantees.

## II - YOUR GUARANTEES

### 2/1 DAMAGE YOU CAUSE TO OTHERS: CIVIL LIABILITY PRIVATE LIFE

#### **By insured we mean:**

Any natural person domiciled in Continental France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- transport tickets
- an organized trip (cruise, circuit, «all-inclusive» stay, ...)
- and the duration of which does not exceed twelve consecutive months

#### **We cover:**

The financial consequences of civil liability for tort or gross negligence that the insured may incur in the course of his private life, due to:

- bodily harm,
- property damage,
- consequential losses which are directly consecutive to covered bodily harm or property damage, caused to others and resulting:
- from an accident,
- from a fire, an explosion, an implosion or water damage, occurring outside the buildings of which the insured is the owner, a tenant or an occupant;

The financial consequences of the civil liability of the insured:

- for damage caused by his children of minor age or any other person for whom the insured could be held civilly liable:
- who drive without their knowledge, possibly without a licence, a motorized land vehicle of which the insured is not the owner.

This guarantee only applies if there is no involvement of the contract covering the vehicle;

- who drive a ride-on toy whose speed does not exceed 6 km/hour,
- for damage caused by children of minor age of whom the insured has custody without compensation, **being specified that the personal liability of these minors is not covered**,
- for any theft committed to the prejudice of others by a person for whom the insured is responsible. However, this extension is only acquired if a complaint has been filed,
- for damage caused by pets belonging to him.

#### **We do not cover:**

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



- participation in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious acts, brawls (except in the case of self-defence),
- the practice of hunting, air sports, any sports on a professional basis or their trials,
- the practice of a sport, when the liability of the insured is covered by an insurance contract attached to a licence issued by an official federation,
- the breach of dams and dikes,
- the manufacture of explosives of any kind,
- academic support and babysitting provided within the framework of an association or a specialized organization,

**Damage caused by:**

- any land vehicle subject to compulsory insurance, subject to the provisions of "civil liability following a sale", "driving without knowledge by an under-age child" and "driving a ride-on toy",
- any air navigation device,
- any sailboat (excluding windsurfers and boats powered exclusively by human energy) or any motor boat or nautical vehicle, of which the insured has ownership, custody or control,
- buildings of which the insured is the owner, tenant or occupant in any capacity,

**Damage suffered by:**

- any land vehicle subject to compulsory insurance,
- any air navigation device,
- any sailboat (including windsurfers and boats powered exclusively by human energy) or any motor boat or nautical vehicle, of which the insured has ownership, custody or control,
- goods, products or animals sold,
- ride-on toys,
- Property damage and consequential losses suffered by the insured, as well as damage suffered by goods, objects or animals, of which the insured has ownership, custody or use, subject to the provisions "damage suffered by movable property, for domestic use, rented",
- Non-consecutive consequential losses resulting:
  - from abuse of a licence or a patent,
  - from infringement of industrial property rights, literary and artistic property,
  - In the United States of America and Canada: punitive or exemplary damages.

It is specified that for all claims occurring in the USA or CANADA, the costs of expert's fees, lawyers, legal fees and trial fees, are included in the amount of guarantees indicated in the contract and subject to application of the deductible.

### **Provisions applicable in the event of an action involving the liability of the insured**

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

Before the civil, commercial or administrative courts:

- when the lawsuit concerns application of a civil liability guarantee of this contract, or
- when, in a lawsuit brought by the insured, a counter-claim is presented for facts and damage that may involve one of these guarantees,

we manage the defence of the insured, direct the trial and have the right to freely exercise any remedies;

Before the criminal courts when civil interests concerning a Civil Liability guarantee are at stake

and the victim(s) have not been compensated, we have the right to lead the defence of the insured or to join it and, on behalf of the civilly liable insured, to exercise the avenues of recourse. However, we can only exercise the remedies with the agreement of the insured, if he has been summoned as a defendant, with the exception of appeal to the Court of Cassation when it is limited to civil interests.

On the other hand, we can exercise the remedies without the consent of the insured, in the event of a summons for homicide or manslaughter and if we intervened in the trial.

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

**No acknowledgement of responsibility or settlement occurring without our agreement shall be enforceable against us.**

However, recognition of a material fact or the mere fact of an act of assistance that everyone has a legal or moral duty to perform is not considered an acknowledgement of responsibility.

When a settlement has taken place, it can be contested before the judge by the party on whose behalf it was done, without calling into question the amount of the sums allocated to the victim or his beneficiaries.

### **Extent of the guarantee over time**

The guarantee is triggered by the harmful event, it covers the insured against the pecuniary consequences of claims, as long as the harmful event occurs between the initial effective date of the guarantee and its termination or expiration, regardless of the date of the other elements constituting the claim.

## **2/2 DEFENCE OF YOUR INTERESTS**

*Provisions common to Criminal Defence and Recourse guarantees following an accident*

### **By insured we mean**

Any natural person domiciled in Continental France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- transport tickets
- an organized trip (cruise, circuit, «all-inclusive» stay, ...)
- and the duration of which does not exceed twelve consecutive months

### **Purpose of the guarantee**

In the event of a dispute between the insured and a third party, our services may consist of legal advice, assistance with amicable procedures, the assumption of costs and fees incurred in the context of legal proceedings, up to the amounts indicated in the table of guarantee amounts and deductibles.

In order to prevent litigation, the insured benefits from a service to provide legal information by telephone. A team of specialized lawyers responds to any legal request.

## **FROM AN AMICABLE STANDPOINT**

### **Legal consultation**

As part of a personalized service and in view of the elements that the insured provides to us, we explain to him, either orally or in writing, the legal rules applicable to his case and we give him an opinion and/or advice on how to proceed.

### **Assistance with amicable procedures**

After a complete study of the insured's situation, we intervene directly with his opposing party, in order to seek a negotiated outcome in accordance with his interests.

When assistance from an outside contributor is necessary (in particular when the insured's opponent is himself represented by a lawyer), we cover the costs and fees of the latter within the limit of the budget for amicable procedures indicated in table of guarantee amounts and deductibles.

**The insured gives us a mandate** to proceed with any process or operation intended to amicably put an end to the declared and covered dispute.

## FROM A JUDICIAL STANDPOINT

When the dispute is or must be brought before a commission or a court, **we cover** the costs and fees incurred in the context of the procedure, within the limit of the judicial budget indicated in the Table of Guarantees and deductibles.

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

The insured must send any **claim** in writing to ASSURINCO.

**Except in case of unforeseen circumstances or force majeure**, any loss likely to fall within the scope of this cover must be declared **within 30 working days**, from the moment when the insured becomes aware of it or from the refusal of a **claim** of which he is the author or the recipient, **under penalty of forfeiture of guarantee** if it is established that this delay causes us harm.

**For any declaration**, the insured must mention the references of his contract and communicate all information, documents and supporting documents necessary to defend his interests or to establish the materiality or the existence of the dispute.

**We do not cover the costs and fees generated or paid prior to the declaration as well as those corresponding to services or procedural acts carried out before the declaration**, unless the insured can justify an urgency for having incurred them.

## Arbitration

In the event of disagreement between the insured and us on the measures to be taken to settle the declared dispute: the insured has the option of freely appointing a third party, provided:

- that this person is authorized to give legal advice and is in no way involved in the possible continuation of the case,
- that we are informed of this designation.

**We cover** the fees of the third party, freely designated by you, within the limit of the amount appearing in the Table of Guarantees and deductibles.

- in accordance with article L 127-4 of the Insurance Code, this disagreement may be submitted for the assessment of a third person designated by mutual agreement with us or, failing that, by the Presiding Judge of the Tribunal de Grande Instance ruling in the form of summary proceedings.

The costs incurred for implementation of this option are our responsibility unless the court to which the matter is referred decides otherwise.

If the insured initiates, at his expense, litigation and obtains a more favourable solution than that which we propose to him or that proposed by the arbitrator, we reimburse the costs incurred for taking this action, within the limit of the guarantee.

## Choice of lawyer and management of the trial

The insured has the free choice of a lawyer or any person qualified by the laws or regulations in effect to defend, represent or serve his interests in the circumstances provided for in article L 127-1 of the Insurance Code.

If the insured does not know a defender, we can make one available to him, **subject to obtaining a written request from him**.

With his defence counsel, the insured controls the procedure.

The free choice of counsel is also exercised whenever a conflict of interest arises, i.e., the impossibility for us to manage, independently, a dispute between, for example, two insureds.

It is specified that the costs and fees of the lawyer chosen by the insured are covered within the limit of the amounts provided for in the table of guarantee amounts and deductibles and the scale attached thereto.

### Management of claims

In order to guarantee you the best quality of services, the management of your legal protection claims is carried out by a service separate from those which manage the other branches of insurance. The address of this service will be given to you by your ASSURINCO representative when you first request the benefit of the guarantee.

### The following are never covered

- travel expenses and corresponding vacations, when the lawyer has to travel outside the jurisdiction of the Court of Appeal in which his Bar is located,
- the costs and fees of the instructing counsel,
- convictions, fines, notably criminal fines, costs and expenses incurred by the opposing party:
  - that the Court considers it fair to place under the responsibility of the insured if he is convicted,
  - or those that the insured has agreed to incur within the framework of an amicable settlement, during or at the end of legal proceedings,
- bail bonds as well as deposits as a civil party,
- investigation costs and fees to identify or find the insured's opponent or find out the value of his assets,
- additional fees that may be claimed depending on the result obtained or the service provided.

### Common exclusions

In addition to the general exclusions of your contract, the guarantee can never be granted for disputes:

- opposing the insured:
  - against us, regardless of the contract concerned,
  - or against any other person defined as insured by this contract,
  - against the customs administration,
  - against the tax authorities (unless mentioned in your personal conditions),
- resulting from facts prior to the effective date of cover and of which the insured had to be aware,
- based on non-payment by the insured debtor of sums for which the amount or the payability are not seriously questionable,
- linked to membership in a political party or a professional trade union,
- relating to personal and family law,
- relating to estates (unless mentioned in your personal conditions),
- relating to labour law (unless mentioned in your personal conditions),
- relating to the professional life of the insured,
- relative to participation of the insured in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious acts, brawls (except in the case of legitimate defence),

- following an accident related to any sports on a professional basis or their trials,
- resulting from work of a real estate nature such as construction, restoration or rehabilitation, interior or exterior, requiring a prior declaration or a building permit.

## 2/3 DEFENCE OF YOUR INTERESTS / Criminal defence and recourse following an accident

**We cover** the assumption, within the limit of the guarantee amount appearing in the Table of Guarantees and deductibles, of the costs related to the exercise of any amicable or judicial intervention before any court, for the purpose:

- of defending the insured if he is the subject of criminal action following an event covered by the contract,
- of obtaining compensation for the harm endured by the insured, in his private life, as a result of bodily harm, property damage and consecutive consequential losses, in the event of an accident involving the liability of a person not having the status of insured.

## III - OUR INTERVENTION IN CASE OF CLAIM

### 3/1 FORMALITIES AND TIMEFRAMES TO BE RESPECTED

In the event of a claim, you must notify ASSURINCO -122 QUAI DE TOUNIS - BP 90932 6 - 31009 TOULOUSE - tel: 05.32.09.21.81 - Fax: 05.61.12.23.08 - mail: gestionassurance@assurinco.com

Tell us:

- the type of loss,
- the circumstances under which it occurred,
- the known or presumed causes or consequences,
- the nature and approximate amount of the damage,
- the name of the people involved as well as the name of their insurer and of any witnesses;
  - send us, within 20 days (except in cases of force majeure), an estimated statement, certified true and signed, of the damaged or stolen insured objects.
  - send us, within 48 hours of receipt, all notices, letters, notices to appear, summonses or subpoenas, extrajudicial documents or procedural documents which are sent or notified to you or your employees concerning the incident.

### Failure to comply with the declaration deadline

In the event of failure to comply with the deadline for reporting the claim and to the extent that we can establish that this results in prejudice for us, you lose the benefit of the guarantees of your contract for the claim concerned, unless it involves unforeseen circumstances or force majeure.

### Failure to comply with the formalities and deadline for submitting documents

If you do not complete the formalities or do not respect the deadlines for providing the documents, we can seek damages from you in proportion to the damage resulting from this for us.

### False declarations

In the event of false declarations made knowingly about the nature, causes, circumstances or consequences of a claim, you lose the benefit of the guarantees in your contract for this claim.

### Multiple insurance policies

In the event of a claim covered by several insurance policies, you can obtain compensation for

your losses by contacting the insurer of your choice, regardless of the date on which the insurance was taken out.

You must, in this case, tell us the name of the insurers concerned and the amount of sums insured with them.

However, the guarantees in your contract only take effect within the limits set in the table of guarantee amounts and deductibles and in your personal conditions.

**When several insurance policies against the same risk are subscribed fraudulently or with the intention of deceiving us, we can invoke invalidity of the contract and claim damages.**

### 3/2 COMPENSATION

The guarantees are granted within the limit of the amounts indicated in the table of guarantee amounts and deductibles.

#### Civil liability

We proceed on your behalf with payment of compensation due to the third party.

### TERMS OF APPLICATION OF THE GUARANTEE AMOUNTS

#### Determination of sums insured

The guarantee is granted either per claim or per insurance year, regardless of the number of claims, up to the amounts and subject to the deductibles indicated in the table of guarantee amounts and deductibles.

The costs of lawsuits, discharge and other settlement costs will not be deducted from the amount of the guarantee. However, in the event of a conviction exceeding this amount, they will be borne by the Company and by the insured in the proportion of their respective shares in the conviction.

#### Provisions relative to guarantees set per claim

In all cases where a guarantee is granted up to an amount set per claim, it is exercised for all claims relating to damage or all damage resulting from a harmful event or a set of harmful events having the same technical cause.

The amount retained is that applicable on the date of the harmful event (or of the first harmful event for a set of harmful events having the same technical cause).

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

#### Provisions relative to guarantees set per insurance year

In all cases where a guarantee is granted up to a fixed amount per insurance year, it is exercised for all the harmful events occurring during the same insurance year, regardless of the date of the other elements constituting the claim. When the same harmful event (or set of harmful events having the same technical cause) gives rise to one or more losses for which one or more claims are filed, they are attached to the insurance year of the occurrence of the harmful event (or the first harmful event for a set of harmful events having the same technical cause) and constitute one and the same claim.

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

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

#### Criminal defence and recourse following an accident

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

## LEGAL INFORMATION

**The subscriber** certifies that the answers making it possible to establish the contract are correct.

**The insured's** attention is drawn to the fact that any reluctance or intentional false declaration on his part results in invalidity of the contract (art. L113.8 of the Insurance Code), and that any omission or inaccurate declaration exposes him to incurring responsibility for a portion of the compensation (art. L113.9 of the Insurance Code).

### Protection of personal data

Personal data concerning the insured entity (or concerning persons who are parties or concerned by the contract) are processed by the Insurer in compliance with the Data Protection Act of 6 January 1978 as amended. Processing of this data is necessary for establishment, management and execution of the contract, management of commercial and contractual relations, the fight against fraud, or the execution of legal, regulatory or administrative provisions in effect. They are intended for its consultant and the services of the Insurer for each of his guarantees (Insurance, Banking and services) according to the purposes and provisions stated in the general conditions or information notice of his contract.

This information is kept, at most, for the duration of the contractual relationship, and until expiry of the legal time limits.

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

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

In the event of a complaint (disagreement, dissatisfaction) relating to your contract, you can contact your usual contact or the head office of your Regional Fund (whose contact details appear herein). If you are not satisfied with the response, your complaint can be sent to the "complaints" department of our Regional Fund (whose contact details appear herein). We agree to acknowledge receipt of your complaint within a maximum of 10 working days. It will be processed within two months at most. If not, you will be notified. Lastly, you can use Insurance Mediation, the contact details of which are available on the [groupama.fr](http://groupama.fr) site or from your usual contact. If you are not satisfied with the opinion issued by the Insurance Mediator, you may be able to take legal action.

## 2-10 – LOSS DAMAGE WAIVER

### WHAT DO WE COVER ?

Following a collision for which **the subscriber** is held responsible, resulting in damage to the rented vehicle or in the event of theft of the latter, the company will reimburse, within the limit indicated in the Table of Guarantees, all or part of the deductible specified in the rental contract, remaining as the responsibility of **the subscriber**, corresponding to the costs of repairing the rental vehicle.

Provided that **the subscriber** has taken out this insurance and has paid the corresponding contribution, the cover takes effect upon remittance of the keys of the vehicle to **the subscriber** by the lessor and expires under the same conditions at the time of return of the keys of the rented vehicle to the lessor.

## WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES», the following are not covered :

- events not indicated in the article “nature of the guarantee” and in the article “extension for towing costs” are excluded,
- vehicle wear and tear,
- damage caused by a construction defect,
- expenses other than vehicle repair or replacement costs (with the exception of towing costs billed by the rental company to **the subscriber**),
- accidents caused by a blood alcohol level higher than the maximum authorized by French law in effect or while under the influence of an illicit substance,
- damage caused by the confiscation, removal or requisition of the vehicle by the police authorities,
- damage, if **the subscriber**, has not voluntarily complied with the rules of conduct and safety (among other things and, in particular, the safety distance of 15 meters between snowmobiles) related to the activity of touring snowmobiles or if he is caught in the act of damaging the rented vehicle,
- breakage of equipment supplied with the vehicle (helmets, clothing, etc.).

## WHAT ARE THE LIMITS OF THE GUARANTEE?

The indemnity applies within the limit indicated in the Table of Guarantees, and in addition to the guarantees in the contract of the rental agency without, in any case, exceeding the amount of the deductible that remains as the responsibility of **the subscriber**.

## WHAT SHOULD YOU DO IN THE EVENT OF A CLAIM?

You must file your **claim on the declaration website at the address found at the end of the booklet**.

**In case of an accident:**

- Reservation form with the rental agency,
- Report indicating the circumstances, causes and consequences, as well as the name and address of those responsible.

**In case of theft:**

- Reservation form with the rental agency,
- Receipt for the complaint or declaration filed with a competent authority (police, state police, etc.).

# 3 - PROVISIONS COMMON TO ALL GUARANTEES

## 3-1– EXCLUSIONS

### WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?

We cannot intervene when your requests for guarantees or services are the consequence of damage resulting from:

- epidemics (unless otherwise stipulated in the guarantee), natural disasters and pollu-



tion. However, except in cases of force majeure, **the insurer** guarantees assistance and repatriation in the event of epidemics or pandemics when **the subscriber** does not voluntarily violate the ban on access to the country(ies) concerned. Medical expenses will be covered until repatriation of **the subscribers** to their **home**, within the limit of the amounts indicated in the contract.

### THIS EXCLUSION DOES NOT APPLY TO THE «IMPOSSIBLE DEPARTURE» GUARANTEE

- services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- expenses for dining, hotel, except those specified in the description of guarantees,
- damage intentionally caused by **the subscriber** and that resulting from his participation in a crime, an offence or an altercation, except in a case of legitimate defence,
- the amount of convictions and their consequences,
- the use of narcotics or drugs not prescribed medically,
- the state of alcoholic intoxication,
- customs duties,
- participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- the professional practice of any sport,
- participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,
- the consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- expenses incurred after the return trip or expiration of the guarantee,
- voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- official prohibitions, seizures or constraints by the public authorities,
- use by **the subscriber** of air navigation devices,
- the use of war devices, explosives and firearms,
- damage resulting from wilful or intentional misconduct by **the subscriber** in accordance with article L.113-1 of the Insurance Code,
- suicide and attempted suicide,
- civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms or hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the effects thereof, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

## 3-2 - LEGAL CLAUSES

The mention "all causes" exclusively concerns the Cancellation guarantee.

Like any insurance contract, this one includes reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are explained in the following pages. This contract is a group damage insurance contract subscribed by Voyageurs du Monde with Mutuaide and for which subscription is optional.

### Annex to article A. 112-1

Information document for exercise of the right of renunciation provided for in article L. 112-10 of the Insurance Code.

You are invited to verify that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by the new contract. If this is the case, you have the right to withdraw from this contract for a period of fourteen calendar days after it has been established, without costs or penalties, if all of the following conditions are met:

- you have subscribed this contract for non-professional purposes;
- this contract is in addition to the purchase of a good or service sold by a supplier;
- you justify that you are already covered for one of the risks guaranteed by this new contract;
- the contract you wish to renounce is not fully executed;
- you have not declared any loss guaranteed by this contract.

### Additional information:

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

"I, the undersigned Mr./Mrs... residing at... renounce my contract no.... subscribed with Mutuaide in accordance with article L 112-10 of the Insurance Code. I certify that, as of the date that this letter is sent, I am not aware of any claim involving a guarantee under the contract.

### Consequences of renunciation:

Exercise of the right of renunciation within the period stated in the box above results in termination of the contract from the date of receipt of the letter or any other durable medium. Once you become aware of a claim involving a contractual guarantee, you can no longer exercise this right of renunciation.

In the event of renunciation, you are only required to pay the premium or contribution share corresponding to the period during which the risk was covered, which is then calculated until the date of termination.

However, the entire premium or contribution remains due to the insurance company if you exercise your right of renunciation and a claim involving the contractual guarantee, of which you were not aware, has arisen during the renunciation period.

## WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The guarantees and/or services subscribed under this contract apply worldwide.

## WHAT IS THE DURATION OF THE GUARANTEES?

The period of validity corresponds to the duration of the services sold by ***the travel agency***. Under no circumstances may the duration of the guarantee exceed 120 days from the day of departure for the trip.

The "CANCELLATION, MISSED DEPARTURE and IMPOSSIBLE DEPARTURE" guarantees take effect on the date of subscription to this contract and expire on the day of departure for the trip (outbound). The other guarantees take effect on the day of expected departure and expire on the day of expected return.

## HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it is assessed by means of an amicable assessment, subject to our respective rights.

Each of us chooses our expert. If these experts do not agree among themselves, they call upon a third expert and all three work together and decide by a majority of votes.

If one of us fails to designate an expert or if the two experts fail to agree on the choice of a third, the designation is made by the Presiding Judge at the Tribunal de Grande Instance in ***France***, ruling in summary proceedings. Each co-contracting party takes responsibility for the costs and fees of its expert and, if applicable, half of those of the third.

## WHEN WILL YOU BE COMPENSATED?

Payment is made within fifteen days of the agreement between us or following notification of the enforceable court decision.

## DECLARATION OF YOUR OTHER INSURANCE

If the guarantees provided for in your contract are (or come to be) insured in whole or in part with another Insurer, you must inform us immediately and indicate the sums insured.

In the event of a claim, you can obtain compensation for your losses from the Insurer of your choice, because these Insurance policies apply within the limits of their guarantees.

**Attention:** If several insurance policies against the same risk are subscribed fraudulently or deceitfully, the contracts may be declared void and damages may be requested (Article L 121-3 of the Insurance Code, 1st paragraph).

## WHAT ARE THE APPLICABLE SANCTIONS IN THE EVENT OF A FALSE DECLARATION ON YOUR PART AT THE TIME OF A CLAIM?

Any fraud, reluctance or intentional false declaration on your part regarding the circumstances or consequences of a ***claim*** will result in the loss of any right to benefit or compensation for this ***claim***.

## WHAT ARE THE PROCEDURES FOR EXAMINING CLAIMS?

In case of difficulty, first call upon your usual contact: Assurinco - 122bis quai de Tounis - 31000 Toulouse.

**1.** In case of disagreement or dissatisfaction with the implementation of the assistance services of your contract, we invite you to let MUTUAIDE know by calling 01 48 82 62 49 or by writing to [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)

If you are not satisfied with the answer you get, you can send a letter to:

MUTUAIDE  
SERVICE QUALITE CLIENTS

126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by letter to:

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

**2.** In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to let ASSURINCO know by writing to [gestionassurance@assurinco.com](mailto:gestionassurance@assurinco.com) for the Insurance guarantees listed below:

- Cancellation
- Missed departure
- Departure impossible
- Flight delay
- Baggage
- Fees for interruption of stay
- Compensation trip
- Expense for interruption of activities
- Loss damage waiver

If you are not satisfied with the answer you get, you can send a letter to:

MUTUAIDE  
SERVICE ASSURANCE

126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

**3.** In the event of difficulty in implementing the Civil Liability in Private Life Abroad guarantee, the subscriber or the Insured may send their complaint to:

GROUPAMA D'OC  
14 Rue Vidailhan - CS 93131  
31131 BALMA

The Insurer acknowledges receipt of the complaint within a period which must not exceed 10 working days from receipt thereof, unless the response itself is provided to the customer within this period. It sends the response to the subscriber within a period which must not exceed two months from the date of receipt.

Finally, if your disagreement persists after the answer has been given, you may refer the matter for Insurance Mediation provided that no legal action has been taken:

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

The Insurance Mediation service is not competent to render decisions concerning contracts

subscribed to cover professional risks.

## INSURANCE REGULATOR

The Autorité de contrôle prudentiel et de résolution (ACPR)  
4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09

## PROTECTION OF PERSONAL DATA

**The subscriber** recognizes being informed that the Insurer processes his personal data in accordance with regulations in effect on the protection of personal data and that, furthermore: the answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the enrolment in the contract (article L 113-8 of the Insurance Code) or the reduction of indemnities (article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for enrolment and execution of its contract and its guarantees, for the management of commercial and contractual relationships, and for the execution of legal, regulatory or administrative provisions in effect.
- The data collected and processed is kept for the period necessary for execution of the contract or the legal obligation. This data is then archived in accordance with the durations specified by the provisions relative to time limits.
- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers, within the framework of their duties.

It can also be sent, if necessary, to professional bodies as well as to all persons involved in the contract such as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators.

Information concerning him may also be sent to the Underwriter, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorized to receive it as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control).

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

The data and documents concerning **the subscriber** are kept for a period of five (5) years from the end of the contract or termination of the relationship.

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

This registration may have the effect of extending examination of his case, or even the reduction or refusal of the benefit of a right, benefit, contract or service offered.

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

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

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

- In its capacity as Insurer, it is justified in processing data relative to violations, condemnations and measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of managing legal action.
- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers.
- Personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when it is no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the contract or when he consented to the use of this data.

He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

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

by email: sent to DRPO@MUTUAIDE.fr

or by postal mail: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex.

After having made a request to the Data Protection Representative without having received satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'informatique et des Libertés).

## SUBROGATION

In accordance with the provisions of article L121-12 of the **Insurance Code**, the **insurer** is subrogated in the rights and actions of the **subscriber** against **third parties** responsible for the **damage** up to the amount of the compensation that it has paid out.

In the event that, because of the **subscriber**, subrogation can no longer be undertaken in favour of the **insurer**, the latter will then be released from its obligations towards the **subscriber** to the extent that subrogation could have been undertaken.

## RIGHT OF CONSUMERS TO REFUSE TELEPHONE CANVASSING

If you do not wish to be the subject of commercial prospecting by telephone, you can register for free on a list of refusal of telephone canvassing.

However, canvassing by telephone to offer you new offers remains authorized for all professionals with whom you have at least one contract in effect.

These provisions are applicable to any consumer, i.e., any natural person who acts for purposes that are not within the framework of his commercial, industrial, trade or employment activities.

## LIMITATION OF ACTIONS RESULTING FROM THE INSURANCE CONTRACT

In application of article L 114-1 of the Insurance Code, any action resulting from this contract

is time-barred two years after the event giving rise to it. This period is extended to ten years for death guarantees, with the actions of **the subscriber** being time-barred, at the latest, thirty years after this event.

**However, this period does not run:**

In the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;

in the event of a claim, from the day that the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the action of **the subscriber** against the Insurer is due to the recourse of a third party, this time limit only starts from the day that this third party brought legal action against **the subscriber** or was indemnified by this latter party.

This time limit may be interrupted, in accordance with article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

recognition by the debtor of the right of the party against whom the time limit was reached (article 2240 of the Civil Code);

a lawsuit, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the petitioner withdraws his request or allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Civil Code);

a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

**It is reminded that:**

Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.

However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

To interrupt the time limit period for the whole debt, with regard to the other co-debtors, it is necessary to notify all the heirs of the deceased debtor or to recognize of all these heirs (article 2245 of the Civil Code).

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

**The time limit can also be interrupted by:**

the appointment of an adjuster following a claim;

sending a registered letter with acknowledgement of receipt (sent by the Insurer to the Subscriber regarding the action for payment of the contribution, and sent by the Insured to the Insurer regarding settlement of the claim).

## COMPETENT COURTS - APPLICABLE LAW

Pre-contractual and contractual relations are governed by French law and, mainly, the Insurance Code.

Any legal action relative to this contract shall come under the sole jurisdiction of the French

courts. However, if you are domiciled in the Principality of Monaco, the Monegasque courts will have jurisdiction in the event of a dispute between you and us.

### SANCTIONS IN CASE OF FALSE DECLARATION

Any intentional false declaration, omission or inaccurate declaration of the risk or of new circumstances which have the consequences of either aggravating the risks or of creating new ones, lead to application of the sanctions below, specified by the Code of insurance.

If it is intentional, you risk having your contract declared invalid (article L 113-8 of the Insurance Code). In this case, we keep the contributions you have paid.

In addition, we have the right, as compensation, to demand that you pay all premiums due until the main term date of the contract. You must also reimburse us for compensation paid for claims which have affected your contract.

If it is not intentional (article L 113-9 of the Insurance Code) you risk:

- an increase in your premium or termination of your contract when it is observed before any loss.
- a reduction in your compensation, when it is observed after a claim. This reduction corresponds to the difference between the premium paid and that which should have been paid if the declaration had been true.

### LANGUAGE USED

The language used within the framework of the contractual and pre-contractual relationship is the French language.

### WHAT ARE THE APPLICABLE LIMITS IN CASE OF FORCE MAJEURE?

We cannot be held responsible for failure to perform the assistance services resulting from cases of force majeure or the following events: civil or foreign wars, known political instability, popular movements, riots, acts of terrorism, reprisals, restriction of the free movement of people and goods, strikes, explosions, natural disasters, disintegration of an atomic nucleus, or delays in the performance of services resulting from the same causes.

### FIGHT AGAINST MONEY LAUNDERING

The controls that we are legally required to conduct with regard to the fight against money laundering and the financing of terrorism, in particular on cross-border movements of capital, may lead us at any time to ask you for explanations or supporting documents, including on the acquisition of insured goods. In accordance with the Data Protection Act of 6 January 1978 amended by the law of 6 August 2004 and the Monetary and Financial Code, you have the right to access data concerning you by sending a letter to the Commission Nationale de l'Informatique et des Libertés (CNIL).

## 3-3 - DEFINITIONS

***Attack/Acts of terrorism*** - Attack refers to any act of violence constituting a criminal or illegal attack on persons and/or property in the country where you are staying, the purpose of which is to seriously disrupt public order.

This "attack" will have to be recognized by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

***Assistance to persons - Assistance to persons*** includes all the services implemented in the event of ***illness***, injury or death of the persons covered, during a covered trip.



## **Assistance claims manager**

MUTUAIDE

126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex

**Baggage** - Travel bags, suitcases, trunks and their contents, excluding clothing items that you are wearing.

**Civil war** - Civil war is understood to mean the armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closure of borders ordered by local authorities.

**Claim** - Event likely to result in application of a guarantee in the contract.

**Covered Flight** - This is the flight for which you have taken out the "**flight delay**" cover. However, if this flight is cancelled more than 24 hours before the time of departure initially scheduled, the "**flight delay**" guarantee covers the replacement flight.

**Deductible** - Portion of the compensation for the loss remaining as your responsibility.

**DOM-ROM, COM and sui generis communities** - Guadeloupe, Martinique, French Guyana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

**Domicile/Home** - Domicile or Home refers to your principal and usual place of residence.

**Epidemic** - Abnormally high incidence of an illness during a given period and in a given region.

**Europe** - Europe refers to the following countries: Germany, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, Metropolitan France, Gibraltar, Hungary, Greece, Ireland, Italy and Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Slovakia, Slovenia, Czech Republic, San Marino, Sweden and Switzerland.

**Family member** - Your de facto or common law spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your stepfather, stepmother, brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

**Flight delay** - This is the arrival of the guaranteed flight at its final destination with a time later than its initially scheduled arrival time.

If the original flight is cancelled less than 24 hours before its departure time, the **flight delay** is the difference between the arrival time of the replacement flight at its final destination and the **arrival time initially scheduled** for the cancelled flight.

**Foreign war** - Foreign war is understood to mean armed opposition, whether declared or not, of one State against another State, as well as any invasion or state of siege.

**Forfeiture** - Loss of the right to the Guarantee for the claim in question.

**France - France** refers to: mainland **France** and Corsica, including the **DOM-ROM, COM and sui generis communities**.

**Guaranteed flight duration** - The guarantee only applies to flights with a validity of up to 90 days.

**Guaranteed length of stay** - The maximum guaranteed length of stay is that sold by the

**travel agency** with a maximum of 120 days.

**Hazard** - Event that is unintentional, unpredictable, unavoidable and external.

**Hospitalization** - Stay of more than 48 consecutive hours in a public or private hospital, for an emergency intervention, i.e., that is not scheduled and cannot be postponed.

**Illness** - Sudden and unforeseeable decline in health observed by a competent medical authority.

**Illness / Accident** - An alteration in health noted by a medical authority, requiring medical treatment and the absolute cessation of all professional or other activity.

### **Insurer / Assister**

MUTUAIDE, hereafter referred to as «We», whose registered office is located at:

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

SA with capital of 12,558,240 € - Company governed by the Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086.

### **Insurance claims manager**

ASSURINCO

122 bis, quai de Tounis - BP 90932 - 31009 TOULOUSE Cedex

Tel. 05 32 09 21 81 / Fax: 05 61 12 23 08

Email: gestionassurance@assurinco.com

**Insurance Code** - Collection of legislative and regulatory texts governing the insurance contract.

**Invalidity** - Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in **invalidity** of our commitments and forfeiture of the rights specified in said agreement.

**Medical expenses** - Medically prescribed pharmaceutical, surgical, consultation and **hospitalization** expenses necessary for the diagnosis and treatment of an **illness**.

**Natural disasters** - Abnormal intensity of a natural agent not resulting from human intervention. Phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, having caused the abnormal intensity of a natural agent, and recognized as such by the public authorities.

**Official documents** - Any document (such as Identification Card, Passport or others) from a public administrative authority of the State (such as Town Hall, Prefecture, etc.).

### **Originally scheduled arrival time**

- for outbound CHARTER flights: the time indicated on the outbound plane ticket,
- for inbound CHARTER flights: the time communicated to you by the travel agency,
- for REGULAR flights: the time set by the airline.

**Pandemic** - Epidemic which develops over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

**Personal items** - Camera, camcorder, PDA, portable game console, media player, laptop. Only personal items with a purchase date of less than 3 years will be covered.

**Pollution** - Environmental damage by introduction into the air, water or soil of materials not naturally present in the environment.

**Precious objects** - Pearls, jewellery, watches, worn furs, as well as any sound and/or image reproduction device and their accessories, hunting rifles, fishing equipment, portable computers.

**Quarantine** - Isolation of the person, in the event of suspected illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading said illness in the context of an epidemic or pandemic.

**Serious accident with bodily harm** - Sudden and unforeseeable decline in health, due to an external cause and unintentional on the part of the victim, observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the discontinuation of all professional or other activity.

**Serious illness** - Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

**Subscriber** - The policyholder, natural person or legal entity, that subscribes the insurance contract.

**Subscribers** - The persons duly insured under this contract, hereafter referred to by the term "you". For application of the legal provisions relative to the time limit, it is appropriate to refer to the "**subscriber**" when the articles of the Insurance Code mention "the Insured".

**Statute of limitations/time limit** - Extinction of a right resulting from the inaction of its holder for a certain period of time.

**Strike** - Collective action consisting of a concerted cessation of work by the employees of a company, an economic sector, a professional category aimed at supporting the claims.

**Subrogation** - The legal situation by which the rights of a person are transferred to another person (in particular: substitution of the **insurer** for the **subscriber** for the purposes of taking legal action against the opposing party).

**Third party** - Anyone other than you who is responsible for the damage.

Any **subscriber** who is a victim of consecutive bodily harm, property damage or consequential losses caused by another **subscriber** (**subscribers** are considered as **third parties** among themselves).

**Transport company - Transport company** is understood to mean any company duly approved by the public authorities for the transport of passengers.

**Travel agency** - Agency that sold the guaranteed travel services.

**We cover** - We finance the service.

**We organize** - We take the necessary steps to give you access to the service.

**Wear (wear and tear)** - Depreciation of the value of property caused by time, use or its maintenance conditions on the day of the **claim**. Unless otherwise stipulated in the contract, the depreciation applied for calculation of the compensation due is 1% per month within the limit of 80% of the initial purchase price.

*have a good trip*

## HOW TO CONTACT OUR REPATRIATION ASSISTANCE SERVICE

126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex  
7 days/week – 24 hours/day

- by phone from France: 01 48 82 62 49
- by phone from abroad: +33 (0)1 48 82 62 49  
preceded by the local access code for international calls
- by fax: 01 45 16 63 92
- by e-mail: [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)

## HOW CAN YOU CONTACT OUR INSURANCE SERVICE

In case of cancellation of your trip,  
you must first inform your travel agency.

For any claim relative to cancellation, baggage, missed departure, impossible departure, flight delay, interruption of stay (or compensation trip), interruption of activities or civil liability insurance, you must report your claim on the declaration site

***[randovelo.assurinco.com](http://randovelo.assurinco.com)***  
**Email: *[gestionassurance@assurinco.com](mailto:gestionassurance@assurinco.com)***

Insurance and assistance guarantees result from contract no.6493 (Cancellation, baggage), no. 6492 (Tranquillité), whose registered office is in Blois (41000) 2 rue Jean Moulin, registered with the Commerce and Business Registry of Blois on 22 January 2001, under number 347 762 494 Naf Code: 7911Z; with the Insurer, Mutuaide Assistance, 126 rue de la Piazza, CS 20010 – 93196 Noisy le Grand CEDEX. SA with capital of 12,558,240 € - Company governed by the Insurance Code. Subject to supervision by the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny; through ASSURINCO as broker (commercial name of the Cabinet Chaubet Courtage), registered with the Commerce and Business Registry under number B 385154 620, whose registered office is in TOULOUSE 31, 122 bis quai de Tounis and registered with the ORIAS under number 07 001 894.