

GENERAL & SPECIAL  
CONDITIONS

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INSURANCE  
TRAVEL  
GALAXY  
CONFIANCE

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**In case of legal problems with this contract, only the French version will be taken into consideration.**

## CONTRACT No. ....

- MULTIRISK Formula
- CANCELLATION Formula
- PRICE GUARANTEE Option
- SANITARY PROTECTION Option

THE ADMINISTRATIVE MANAGEMENT OF THIS CONTRACT HAS BEEN ENTRUSTED TO ASSUREVER, INSURANCE BROKER, REGISTERED WITH ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

**ASSUREVER LEGAL MENTIONS:** [https://public.assurever.com/Mentions\\_legales.jpg](https://public.assurever.com/Mentions_legales.jpg).

ASSUREVER IS SUBJECT THE SUPERVISION OF THE FRENCH PRUDENTIAL CONTROL AUTHORITY (ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

THE COVERAGE PROVIDED BY YOUR CONTRACT, WITH THE EXCEPTION OF ASSISTANCE SERVICES, IS GOVERNED BY THE FRENCH INSURANCE CODE.

YOUR CONTRACT INCLUDES THE PRESENT GENERAL TERMS AND CONDITIONS, COMPLETED BY YOUR SUBSCRIPTION CERTIFICATE. AMONG THE COVERAGE DESCRIBED HEREFTER, THE COVERAGE YOU HAVE PERSONALLY SELECTED IS INDICATED IN YOUR SUBSCRIPTION CERTIFICATE, ACCORDING TO THE FORMULA TO WHICH YOU HAVE SUBSCRIBED AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

**PLEASE READ YOUR GENERAL TERMS AND CONDITIONS CAREFULLY. THESE INDICATE OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND PROVIDE ANSWERS TO QUESTIONS YOU MAY HAVE.**

## IMPORTANT

In the event of a Claim requiring a cancellation, you must cancel your booking with your travel operator as soon as you become aware of it.

To be entitled to the "Cancellation of trip" cover or any of the other Insurance benefits of this policy, you must send us your notice of claim within five working days following the occurrence of the event to:

**ASSUREVER**  
Service Gestion Clients  
TSA 52216  
18039 BOURGES CEDEX  
Tél. : +33 1 73 03 41 01  
Mail : [gestion@assurever.com](mailto:gestion@assurever.com)

To be entitled to assistance cover under this policy, it is **ESSENTIAL** that you first contact the public emergency services and then contact MUTUAIDE Services prior to any intervention or personal initiative in order to obtain an incident number which will be needed for us to bear the expenses of providing assistance.

Your policy: **5240**

**MUTUAIDE Assistance 24h/24 et 7j/7**

**Telephone number from France: 01 55 98 88 17**

**Telephone number from abroad: +33 1 55 98 88 17**

## SOME ADVICES

### BEFORE GOING ABROAD

- Make sure you have forms adapted to the length and nature of your trip and to the country you are visiting (there is specific legislation for the European Economic Area). These various forms are issued by the Sickness Insurance Fund to which you are affiliated so that, in the event of illness or accident, your medical expenses will be covered directly by that organization.
- If you are moving to a country that is not part of the European Union and the European Economic Area (EEA), you should find out, before you leave, whether that country has a social security agreement with France. To do this, you should consult your Caisse d'Assurance Maladie to find out whether you fall within the scope of that agreement and whether you have any formalities to complete (withdrawal of a form, etc.).
- To obtain these documents, you should contact the competent institution before your departure (in France, contact your Caisse d'Assurance Maladie).
- If you are undergoing treatment, don't forget to take your medication with you and find out about the conditions for transporting it according to your means of transport and your destination.
- As we cannot replace emergency assistance, we advise you, particularly if you are engaged in a risky physical or motor activity or if you are travelling in an isolated area, to make sure beforehand that an emergency assistance system has been put in place by the competent authorities of the country concerned to respond to a possible request for assistance.
- If your keys are lost or stolen, it may be important to know the numbers. Take the precaution of writing down these references.
- Similarly, if your identity papers or means of payment are lost or stolen, it is easier to reconstitute these documents if you have taken the trouble to make photocopies and note down the numbers of your passport, identity card and bank card, which you will keep separately.

### ON SITE

If you are ill or injured, contact us as soon as possible, after having taken care to call for emergency assistance (SAMU, fire brigade, etc.) for which we cannot substitute ourselves.

### CAUTION

Certain pathologies may constitute a limit to the conditions of application of the contract. We advise you to read these General Provisions carefully.

## TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

### MULTIRISK / CANCELLATION

BENEFITS	AMOUNTS INCL. TAX Maximum per person
<p><b>Cancellation of trip</b> <u>Multirisk – Cancellation</u></p> <ul style="list-style-type: none"> <li>• Serious illness, serious accident or death ↳ <i>Excess</i></li> <li>• Cancellation in the event of terrorist attack or natural disaster occurring at your destination</li> <li>• Cancellation in all proven cases</li> </ul>	<ul style="list-style-type: none"> <li>• According to the conditions of the cancellation fees schedule with a maximum of €16,000 per person and €40,000 per event</li> <li>• <i>No excess</i></li> <li>• <i>Excess of €50 per person</i></li> </ul>
<p><b>Missed flight</b> <u>Multirisk – Cancellation</u></p> <ul style="list-style-type: none"> <li>• Coverage of a new plane ticket in the case of a departure within 24 hours</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum 50% of the total amount of your initial package or 80% of the total amount of your dry flight</li> </ul>
<p><b>Flight delay greater than 4 hours</b> <u>Multirisk</u></p> <ul style="list-style-type: none"> <li>• On regular outward and/or return flights</li> <li>• On outward charter flight</li> </ul>	<ul style="list-style-type: none"> <li>• Flat rate compensation of 10% of the amount of the trip, up to a maximum of €250</li> </ul>
<p><b>Luggage and personal belongings</b> <u>Multirisk</u></p> <ul style="list-style-type: none"> <li>• Theft, total or partial destruction, loss during transport by a transport company</li> <li>• Valuable items ↳ <i>Excess only in case of damage to suitcases</i></li> <li>• Costs of replacing identity documents</li> <li>• Luggage delivery delay &gt; 12 hours</li> </ul>	<ul style="list-style-type: none"> <li>• €2,000 per person and €10,000 per event</li> <li>• 50% of the guaranteed capital</li> <li>• <i>€50 per suitcase</i></li> <li>• €150 per person</li> <li>• Flat rate compensation of €150 per person</li> </ul>
<p><b>Costs of interruption of trip</b> <u>Multirisk</u></p> <ul style="list-style-type: none"> <li>• Refund of unused benefits: <ul style="list-style-type: none"> <li>• following an early return</li> <li>• following medical repatriation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Prorata temporis</li> <li>• Voucher equal to the value of the initial trip valid for 1 year</li> </ul>
<p><b>Individual travel accident</b> <u>Multirisk</u></p> <ul style="list-style-type: none"> <li>• Death or permanent total disability capital</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum €7,500 per person and maximum €70,000 per event</li> </ul>

<b>Personal civil liability whilst abroad</b> <u>Multirisque</u>	
<ul style="list-style-type: none"> <li>Physical injury, material and consequential loss and damage ↳ Excess</li> </ul>	<ul style="list-style-type: none"> <li>€1,000,000 maximum per event</li> <li>€75 per claim</li> </ul>
<b>Impossible return</b> <u>Multirisque</u>	
<ul style="list-style-type: none"> <li>Extension of stay fees  ↳ Excess</li> </ul>	<ul style="list-style-type: none"> <li>10% of the amount of the trip per night per person with a minimum of €50 (maximum 5 nights)</li> <li>The first night following the return date</li> </ul>
<b>Assistance to persons in the event of illness or injury</b> <u>Multirisque</u>	
<ul style="list-style-type: none"> <li>Transport / Repatriation</li> <li>Return of insured family members or 2 accompanying persons</li> <li>Presence in hospital</li> <li>Accompaniment of children under 18 years</li> <li>Extension of stay</li> <li>Early return in case of hospitalisation of a family member, a professional replacement, a person in charge of the care of a minor and/or adult disabled child who remains at home</li> </ul>	<ul style="list-style-type: none"> <li>Actual costs</li> <li>Return ticket + taxi</li> <li>Round trip ticket and €80 per day (maximum 10 days)</li> <li>Round trip ticket or hostess</li> <li>€80 per day (maximum 10 days)</li> <li>Return ticket + taxi</li> </ul>
<b>Medical expenses</b> <u>Multirisque</u>	
<ul style="list-style-type: none"> <li>Additional refund of medical expenses and advance on hospitalization costs (abroad only)</li> <li>Dental emergencies ↳ Excess medical and dental emergencies</li> </ul>	<ul style="list-style-type: none"> <li>€150,000</li> <li>€160</li> <li>€30 per person</li> </ul>
<b>Assistance in the event of death</b> <u>Multirisque</u>	
<ul style="list-style-type: none"> <li>Transport of bodies</li> <li>Casket or urn charges</li> <li>Return of insured family members or two accompanying persons</li> <li>Early return in the event of the death of a family member, a professional replacement, a person in charge of the care of a minor and/or adult disabled child who has remained at home</li> </ul>	<ul style="list-style-type: none"> <li>Actual costs</li> <li>€2,500</li> <li>Return ticket + taxi</li> <li>Return ticket + taxi</li> </ul>
<b>Travel assistance</b> <u>Multirisque</u>	
<u>Before the trip</u>	
<ul style="list-style-type: none"> <li>Travel information</li> </ul>	
<u>During the trip</u>	
<ul style="list-style-type: none"> <li>Advance of criminal bail</li> <li>Coverage of lawyer's fees</li> <li>Assistance in the event of a claim at home during a trip: <ul style="list-style-type: none"> <li>Early return</li> <li>Precautionary measures (in France only): contact with a locksmith, plumber, security company and payment of the costs of the intervention</li> <li>Accommodation (in France only)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>€15,000</li> <li>€3,000</li> <li>Return ticket + taxi</li> <li>€80</li> <li>€50 per night per person (maximum 2 nights)</li> </ul>

<ul style="list-style-type: none"> <li>• Early return in case of an attack</li> <li>• Sea and mountain search and rescue costs</li> <li>• Sending medicines</li> <li>• Assistance in case of theft, loss or destruction of identity documents or means of payment</li> </ul>	<ul style="list-style-type: none"> <li>• Return ticket + taxi</li> <li>• €7,500</li> <li>• Shipping costs</li> <li>• Cash advance of €1,500</li> </ul>
<p><u>After the trip</u></p> <ul style="list-style-type: none"> <li>• Assistance with returning home after repatriation: household help at home after repatriation if hospitalization for more than 5 days</li> </ul>	<ul style="list-style-type: none"> <li>• 3 hours</li> </ul>

## PRICE GUARANTEE OPTION

*This cover can be added to the Multirisk formula.*

BENEFITS	AMOUNTS INCL. TAX maximum per person
<p><b>Price guarantee</b></p> <ul style="list-style-type: none"> <li>• Payment of additional costs connected with: <ul style="list-style-type: none"> <li>• Fuel charge fluctuations (for air and sea transport)</li> <li>• Fluctuations in airport and seaport taxes and fees</li> <li>• Currency exchange rate fluctuations</li> </ul> </li> <li>↳ <i>Trigger thresholds</i></li> </ul>	<ul style="list-style-type: none"> <li>• 8% of the travel cost with a maximum of €200 per person and €4,000 per contract</li> <li>• <i>Medium-haul: €20 per person</i></li> <li>• <i>Long-haul: €40 per person</i></li> </ul>

## SANITARY PROTECTION OPTION

BENEFITS	AMOUNTS INCL. TAX maximum per person
<p><b>Sanitary Protection Cancellation</b></p> <p><i>This guarantee can be added to the Cancellation or Multirisk formula.</i></p> <ul style="list-style-type: none"> <li>• Serious illness in case of epidemic or pandemic</li> <li>• Cancellation in case of absence of vaccination against Covid 19</li> <li>• Cancellation for refusal on boarding at the airport, train station, bus station or departure ferry terminal following a temperature check</li> <li>↳ <i>Excess</i></li> </ul>	<ul style="list-style-type: none"> <li>• €16,000 per person and €40,000 per event</li> <li>• <i>30 % of the amount of cancellation fees</i></li> </ul>

## Assistance Sanitary Protection

*This guarantee can be added to the Multirisk formula*

- Pre-departure teleconsulting
- Repatriation or sanity transport (including epidemic or pandemic)
- Impossible return
- Hotel expenses due to impossible return
- Hotel expenses following quarantine
- Medical expenses abroad including epidemic or pandemic
  - ↳ Excess
- Taking charge of a local telephone package
- Psychological support
- Substitute suitcase
- Household help
- Delivery of household goods
- Psychological support following repatriation
- 1 call
- Actual costs
- €1,000 maximum per person and €50,000 maximum per group
- Hotel costs €150 per night (maximum 14 nights)
- Hotel costs €150 per night (maximum 14 nights)
- €150,000 per person
- €30 per person
- Up to €80
- 6 consultations per event
- €100 maximum per person and €350 maximum per family
- 15 hours spread over 4 weeks
- 1 delivery per week (maximum 2 weeks)
- 6 interviews per event

## EFFECTIVE DATE AND DURATION OF THE GUARANTEES

GUARANTEES	EFFECTIVE DATE	EXPIRY OF GUARANTEES
CANCELLATION OF THE TRIP	The day of subscription to this insurance policy	The day of departure of the trip (place of meeting of the organizer on the outward journey)
PRICE GUARANTEES	The day of subscription to this insurance policy	20 days prior to the departure date
OTHER GUARANTEES	The day of departure of the trip (place of meeting of the organizer on the outward journey)	The last day of the trip (place of dispersion of the group)

The period of validity of all the guarantees corresponds to the dates of travel indicated in the Particular dispositions with a maximum duration of 90 consecutive days, with the exception of:

- the "Cancellation of the trip" cover which takes effect on the day of subscription of the present insurance contract and expires as soon as the first insured benefit has begun;
- the "Travel Information" assistance service which takes effect on the day you take out the contract so that you can make use of it before the day you leave on your trip, and expires on the day you return from the trip.

**Only the guarantees corresponding to the formula subscribed to and indicated in the Special Provisions are acquired.**

**The subscription must be made on the day of registration for the trip or at the latest on the day before the first day of application of the penalties provided for in the organiser's fees.**

**The "Price Guarantee" cover must be taken out on the date of booking the trip and simultaneously to the "Multirisk" option.**

**SANITARY PROTECTION is only valid if you have taken out it in addition to the "Cancellation" or "Multirisk" formula and you have paid the corresponding fees. This cover must be taken out on the day you register for the trip and simultaneously to the "Cancellation" or "Multirisk" formula.**

## GENERAL INFORMATION OF INSURANCE AND ASSISTANCE

**The purpose of this insurance and assistance contract is to cover, within the limits and under the conditions defined below, the Insured during the trip.**

As with any insurance and assistance contract, this one includes rights for you as well as obligations for us. It is governed by the French Insurance Code, including, where applicable, the special provisions for risks located in the departments of Bas-Rhin, Haut-Rhin and Moselle. These rights and obligations are explained in the following pages.

### DEFINITIONS

#### A. DEFINITIONS COMMON TO INSURANCE AND ASSISTANCE

For the purposes of this contract, the following definitions apply:

##### **Abroad**

The term 'foreigner' means the whole world except your country of residence and the excluded countries.

##### **Accident (of the person)**

A sudden and fortuitous event reaching the Insured, unintentional on the part of the Insured, resulting from the sudden action of an external cause.

##### **Assistant**

MUTUAIDE ASSISTANCE – 126 rue de la Piazza – 93196 Noisy-le-Grand Cedex. S.A. with a fully paid-up capital of €12,558,240. Company governed by the Insurance Code RCS 383 974 086 Bobigny – VAT FR 31 3 974 086 000 19.

##### **Attack**

Attack means any act of violence, constituting a criminal or illegal attack, against persons and/or property, in the country in which you are staying, with the aim of seriously disturbing public order.

This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.

##### **COM**

French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint-Barthélemy and Saint-Martin and New Caledonia.

##### **Country of origin**

The country of origin is considered to be the country of your Residence.

##### **Damage at home**

Fire, burglary or water damage occurring at your Home during your trip, and justified by the documents provided under the "Assistance in the event of a claim occurring at home during a trip" benefit.

##### **Domicile**

Domicile is considered to be your principal and usual place of residence listed as your home on your income tax notice. It is located in one of the member countries of the European Union, the United Kingdom, Switzerland, Norway, Andorra, Liechtenstein, San Marino, Gibraltar, in the DROMs (Overseas Departments and Regions) and the COMs.

##### **DROM**

By DROM, we mean Guadeloupe, French Guiana, Martinique, Mayotte and Reunion Island.

##### **Epidemic**

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

##### **European Union**

European Union" means the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Lithuania, Latvia, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

##### **Event**

Any situation provided for in these General Provisions which gives rise to a request for intervention from the Insurer.

##### **Excess**

Part of the amount of the costs remaining at your expense.



**Family member**

Family Member means the spouse, partner or cohabitee living under the same roof, the legitimate, natural or adopted child(ren) of the Insured, the father and mother, brothers and sisters, grandparents, grandchildren, in-laws (i.e. parents of the Insured's spouse), legal guardian, brothers-in-law and sisters-in-law, sons-in-law and daughters-in-law, uncles and aunts, nephews and nieces.

**France**

The term France means metropolitan France, the Principality of Monaco and the DROMs.

**Hospitalization**

Stay in a public or private hospital.

**Illness**

Sudden and unpredictable deterioration of health identified by a competent medical authority.

**Immobilization**

Incapacity (total or partial) physical inability to move around, noted by a doctor, following an Illness or Accident, and requiring rest at Home or on the spot. It must be justified by a medical certificate or, depending on the Insured concerned, by a detailed work stoppage.

**Insured**

Individuals travelling through the intermediary of the Subscriber who has taken out this contract on their behalf are considered to be Insured.

These persons must be resident in one of the member countries of the European Union, the United Kingdom, Switzerland, Norway, Andorra, Liechtenstein, San Marino, Gibraltar, in the DROMs and COMs.

In this contract, the Insured Persons are also referred to as "you".

**Insurer**

- For insurance cover other than Private Liability Abroad and Individual Accident, the Insurer is MUTUAIDE ASSISTANCE - 126 rue de la Piazza - 93196 Noisy-le-Grand Cedex - S.A. with a capital of €12,558,240 fully paid up - Company governed by the Insurance Code RCS 383 974 086 Bobigny - VAT FR 31 3 974 086 000 19.
- For Foreign Private Liability and Individual Accident cover, the Insurer is "Caisse Entreprises, Collectivités et Courtage Groupama Rhône-Alpes Auvergne, 50 rue de Saint Cyr - 69009 Lyon - Caisse locale d'Assurances Mutuelles Agricoles having subscribed to a reinsurance treaty involving substitution with the Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne - 50 rue de Saint Cyr - 69009 Lyon - 779 838 366 RCS Lyon - Companies governed by the Insurance Code and subject to the Autorité de Contrôle Prudentiel et de Résolution: 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09".  
In accordance with Article R.322-132 of the French Insurance Code, the Regional Bank replaces your reinsured Local Bank in providing the guarantees required by insurance company regulations and in fulfilling the insurance commitments made by your Local Bank.

**Maximum per event**

Where the same cover operates in favour of more than one insured victim of the same event and insured under the same Special Provisions, cover is limited in all cases to the maximum under that head of cover, regardless of the number of victims. The claim will be accordingly reduced and paid in proportion to the number of victims.

**Natural disasters**

Phenomenon of natural origin, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognized as such by the public authorities of the country of occurrence.

**Pandemic**

Epidemic that develops over a vast territory, transcending 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 disaster occurred.

**Quarantine**

Isolation of the person, in case of suspicion of disease or proven disease, decided by a local competent authority, in order to avoid a risk of spreading the said disease in the context of an epidemic or pandemic.

**Serious illness**

Sudden and unpredictable deterioration of health identified by a competent medical authority leading to the prescription of medication and including the interruption of all professional or other activities.

**Sinister**

The term "Sinister" means any event of a random nature, of such a nature as to engage one of the coverages of the present contract.

## Subscriber

The tour operator having its registered office in France and who takes out this contract on behalf of other beneficiaries, hereinafter referred to as the Insured.

## B. DEFINITIONS SPECIFIC TO INSURANCE

For the purposes of this contract, the following definitions apply:

### Cancellation

The pure and simple cancellation of the trip you have booked as a result of the reasons and circumstances leading to the application of the "Trip Cancellation" guarantee, which are listed in the "Trip Cancellation" chapter.

### Major event at destination

Two causes may, within the meaning of this contract, be likely to constitute a Major Event:

- major climatic events in intensity meeting the following cumulative conditions : climatic events such as floods due to river overflows, floods due to runoff, floods and mechanical shocks due to wave action, floods due to marine submersion, mud and lava flows, tidal waves, earthquakes, volcanic eruptions, cyclonic winds, storms of abnormal intensity which have given rise to a Natural Disaster Order if they occurred in France, or which have caused major material and/or human damage if they occurred abroad,
- major political events in terms of intensity and duration leading either to serious disruption of the established internal order within a State or to armed conflicts between several States or within a single State between armed groups. The French Ministry of Europe and Foreign Affairs formally advises against the use of such zones or countries.

### Obsolescence

Depreciation in the value of a property caused by the weather on the day of the loss.

### Serious accident

A sudden and fortuitous event affecting any natural person, unintentional on the part of the victim, resulting from the sudden action of an external cause and preventing him/her from moving by his/her own means.

### Wear

Depreciation of the value of a property caused by the use, or its maintenance conditions, on the day of the Loss.

## TERRITORIAL SCOPE OF THE GUARANTEES

The guarantees apply worldwide.

**Excluded are countries listed by the French Ministry of Foreign Affairs as being in a state of civil or foreign war, of notorious political instability, subject to reprisals, restrictions on the free movement of persons and goods for any reason whatsoever, in particular health, safety or meteorological, countries suffering from acts of terrorism, natural disasters or disintegration of the atomic nucleus, as well as countries suffering from any other case of force majeure.**

## HOW TO USE OUR SERVICES?

### → DO YOU NEED ASSISTANCE?

In an emergency, it is imperative to contact the emergency services for any problems within their competence. In order to enable us to intervene, we recommend that you prepare your call.

We will ask you for the following information:

- your surname(s) and first name(s)
- **your policy no. : 5240**
- your exact location, address and telephone number where you can be reached.

You must:

- contact the assistance centre without delay on the following telephone number: **01 55 98 88 17** (+ 33 1 55 98 88 17 from abroad);
- obtain our prior agreement before taking any initiative or incurring any expense;
- comply with the solutions we recommend;
- provide us with all the elements relating to the contract taken out;
- provide us with all the original receipts for the expenses for which reimbursement is claimed.

### WHAT ARE THE CONDITIONS OF APPLICATION OF THE BENEFITS AND GUARANTEES?

- **We reserve the right to request all necessary proof (death certificate, proof of residence, certificate of marital life, proof of expenses, etc.) to support any request for assistance.**
- **Any expenses incurred without our agreement will not give rise to any reimbursement or reimbursement after the event.**

- An event originating from a pre-existing illness and/or injury diagnosed and/or treated and which has been the subject of continuous hospitalization, day hospitalization or outpatient hospitalization in the 6 months preceding the request for assistance cannot be covered in this way, regardless of whether it is the manifestation or aggravate on of the said condition.
- In the event that the assistance provider triggers an intervention due to a lack of verification, due to insufficient information or following erroneous information with regard to the information to be provided to the assistance provider, the intervention costs thus incurred by the assistance provider will be re-invoiced to the Policyholder and payable on receipt of the invoice, with the Policyholder being responsible, if he so wishes, for recovering the amount from the person requesting assistance if the latter is not the Insured Party.

#### **WHAT SHOULD YOU DO WITH YOUR TICKETS?**

When a transport operation is organized and paid for in accordance with the terms of the contract, you undertake either to reserve the right to use your transport title(s) or to reimburse us the amounts you obtain from the organization issuing your transport title(s).

#### **→ DO YOU WISH TO REPORT A CLAIM COVERED UNDER THE INSURANCE GUARANTEE?**

Within 5 days in all cases, you or any person acting on your behalf must contact ASSUREVER, either by email, telephone or post:

#### **ASSUREVER**

Service Gestion Clients

TSA 52216

18039 BOURGES Cedex

Tél. : + 33 1 73 03 41 01

Mail : [gestion@assurever.com](mailto:gestion@assurever.com)

Offices open from Monday to Friday from 09:00 to 18:00

#### **ACCUMULATION OF GUARANTEES**

If the risks covered by this contract are covered by another insurance, you must inform us of the name of the insurer with whom another insurance has been taken out (Article L121-4 of the Insurance Code) as soon as this information has been brought to your attention and at the latest when you make a claim.

#### **FALSE DECLARATIONS**

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

- Any reticence or intentionally false statement on your part will render the contract null and void. The premiums paid remain our property and we will be entitled to demand payment of the premiums due, as provided for in Article L113-8 of the Insurance Code,
- any omission or inaccurate declaration on your part which is not established as being in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation in accordance with Article L113-9 of the Insurance Code.

#### **FORFEITURE OF BENEFITS AND GUARANTEES DUE TO FRAUDULENT DECLARATIONS**

In the event of a Claim or request for assistance under the assistance benefits and/or insurance cover (provided for in these General Provisions), if you knowingly use incorrect documents or use fraudulent means or make inaccurate or reticent declarations as proof, you will be deprived of any right to the assistance benefits and insurance cover, provided for in these General Provisions, for which these declarations are required.

#### **WHAT ARE THE LIMITATIONS IN CASE OF FORCE MAJEURE OR OTHER SIMILAR EVENTS?**

We can in no way substitute ourselves for local organizations in the event of an emergency.

We cannot be held responsible for failures or delays in the execution of services resulting from force majeure or events such as:

- civil or foreign wars, notorious political instability, popular movements, riots, attacks, acts of terrorism, piracy, reprisals,
- recommendations of the W.M.S. or national or international authorities or restrictions on the free movement of persons and goods, for any reason whatsoever, in particular for health, safety or meteorological reasons, or to restrict or prohibit aeronautical traffic,
- strikes, explosions, pollution, natural disasters, disintegration of the atomic nucleus, or any irradiation from an energy source of a radioactive nature,
- delays and/or impossibility to obtain administrative documents such as entry and exit visas, passports, etc. necessary for your transport within or out of the country where you are or your entry into the country recommended by our doctors for hospitalization,

- use of local public services or stakeholders that we are obliged to use under local and/or international regulations,
- non-existence or unavailability of technical or human means adapted to the transport (including refusal of intervention).

## EXCLUSIONS COMMON TO ALL GUARANTEES

The general exclusions of the contract are the exclusions common to all the insurance cover and assistance benefits described in these General Provisions. The following are excluded:

- civil or foreign wars, riots, popular movements, attacks, acts of terrorism, hostage taking, unless otherwise stipulated in the guarantee,
- the voluntary participation of an Insured in riots or strikes, brawls or assaults,
- the consequences of the disintegration of the atomic nucleus or any irradiation from an energy source of a radioactive nature,
- pollution, natural disasters, unless otherwise stipulated in the guarantee,
- the consequences of the use of medicines, drugs, narcotics and similar products not medically prescribed, and the misuse of alcohol,
- epidemics and pandemics, unless otherwise stipulated in the guarantee,
- any intentional act on your part which may result in the contract being guaranteed.

## DAMAGE EXPERTISE

In the event of disagreement between the parties, each of them shall choose an expert. If the experts thus appointed do not agree, a third party expert shall be appointed by the President of the competent Court of the Insured's place of residence. This appointment shall be made at the request of the most diligent party, made at the earliest 15 days after a registered letter of formal notice with acknowledgement of receipt has been sent to the other party.

Each party shall pay the costs and fees of its expert and, where applicable, half of the fees of the third party expert and the costs of his appointment.

No action may be brought against the Insurer until the third party expert has settled the dispute.

## EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (including airlines) are likely to impose restrictions for persons suffering from certain pathologies or for pregnant women, which are applicable until the start of transport and may be modified without notice (e.g. for airlines: medical examination, medical certificate, etc.). As a result, the repatriation of these persons can only be carried out subject to the carrier's refusal, and of course, the absence of unfavorable medical advice (as provided for and according to the terms and conditions set out in the "TRANSPORT/REPATRIATION" chapter) with regard to the health of the Insured or the unborn child.

## SUBROGATION

In accordance with the provisions of Article L.121-12 of the Insurance Code, the Insurer is subrogated, up to the amount of the indemnity it has paid, in the rights and actions of the Insured with regard to third parties.

The Assessor is subrogated under the terms of the Insurance Code to the rights and actions of the Subscriber and the Insured against any person responsible for the Claim up to the amount of the costs incurred by him.

Similarly, when all or part of the services provided in execution of the guarantees of the contract are covered in whole or in part by an insurance contract, a health insurance organization, Social Security or any other institution, the Assesseur is subrogated in the rights and actions of the Insured towards the aforementioned organizations and contracts.

## WHAT ARE THE PRESCRIPTION DEADLINES?

In application of Article L 114-1 of the Insurance Code, any action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for death benefits, with the actions of the beneficiaries being time-barred no later than thirty years from this event.

However, this period does not run:

- in case of concealment, omission, false or inaccurate statement on the risk incurred, only from the day on which the Insurer became aware of it;
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they have been unaware of it until then.

When the Insured's action against the Insurer is based on the recourse of a third party, the limitation period shall only run from the day on which this third party has brought legal action against the Insured or has been indemnified by the Insured.

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

- the recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled due to a procedural defect (Articles 2241

and 2242 of the Civil Code). The interruption is not valid if the plaintiff withdraws his application or allows the proceedings to lapse, or if his application is definitively rejected (Article 2243 of the Civil Code);

- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is reminded that:

- The interpellation made to one of the joint and several debtors by a legal claim or by an act of forced execution or the recognition by the debtor of the right of the one against whom he was prescribing interrupts the limitation period against all the others, even against their heirs.
- On the other hand, the interpellation made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other joint heirs, even in the case of a mortgage debt, if the obligation is divisible. Such interpellation or recognition interrupts the limitation period, with respect to the other co-debtors, only for the portion for which the heir is liable.

In order to interrupt the limitation period for the whole, with regard to other co-debtors, it is necessary to interpellation all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The interpellation made to the principal debtor or his acknowledgement interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured as regards the action for payment of the premium, and addressed by the Insured to the Insurer as regards the settlement of the claim indemnity).

## EXERCISE OF THE RIGHT OF RENUNCIATION PROVIDED FOR IN ARTICLE L. 112-10 OF THE INSURANCE CODE (HAMON LAW)

You are invited to check that you are not already the beneficiary of a guarantee covering one of the claims covered by the new contract. If this is the case, you have the right to renounce this contract for a period of 30 (calendar) days from its conclusion, without charge or penalty, if all the following conditions are met:

- you have taken out this contract for non-professional purposes;
- this contract is complementary to the purchase of a good or service sold by a supplier;
- the contract you wish to renounce is not fully executed;
- you have not declared any claim covered by this policy.

In this situation, you can exercise your right to renounce this contract by letter or any other durable medium addressed to the insurer of the new contract. The insurer is obliged to refund the premium paid to you within 30 days of your waiver.

*"I, the undersigned, Mr..... Resident, renounce my contract N°..... taken out with....., in accordance with article L 112-10 of the Insurance Code. I certify that at the date of sending this letter, I am not aware of any claim involving cover under the contract."*

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

## CLAIMS - DISPUTES

1. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or provision, information or advice is not a complaint.

For any claim on your Assistance guarantees listed below, you can contact MUTUAIDE by calling 01 55 98 88 17:

- Assistance to persons in the event of illness or injury
- Early return
- Assistance in the event of death
- Travel assistance
- Sanitary Protection Assistance

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail to: [qualite.assistance@mutuaide.fr](mailto:qualite.assistance@mutuaide.fr) or by post to:

**MUTUAIDE ASSISTANCE**  
**Service Qualité Clients**  
**126 rue de la Piazza**  
**CS 20010**

**93196 Noisy-le-Grand Cedex**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

2. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or provision, information or advice is not a complaint.

For any claim on your Insurance guarantees listed below, you can contact ASSUREVER by calling 01 73 03 41 01:

- Cancellation of the trip
- Sanitary Protection Cancellation
- Missed flight
- Flight delay
- Luggage and personals belongings
- Interruption of trip
- Impossible return

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail at: [reclamation@assurever.com](mailto:reclamation@assurever.com) or by mail at:

**ASSUREVER**  
**Service Réclamation**  
**TSA 52216**  
**18039 BOURGES Cedex**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

2. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or provision, information or advice is not a complaint.

For any claim on your Private Life Civil Liability and Individual Accident guarantee, you can contact MUTUAIDE by calling 01 55 98 88 17.

If your oral complaint is not satisfied, we invite you to write to us by post to:

**GROUPAMA RHONE ALPES AUVERGNE**  
**Caisse Régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne**  
**50 rue de Saint-Cyr**  
**69251 LYON Cedex 09**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

## CONTROL AUTHORITY

L'Autorité de Contrôle Prudentiel et de Résolution – 4, place de Budapest – CS 92459 – 75436 Paris Cedex 9.

## DATA COLLECTION

The Insured acknowledges being informed that the Insurer processes his personal data in accordance with the regulations relating to the protection of personal data in force and that in addition:

- the answers to the questions asked are compulsory and that in the event of false declarations or omissions, the consequences for the insured may be the nullity of the contract (Article L 113-8 of the Insurance Code) or the reduction of compensation (Article L 113-9 of the Insurance Code);
- the processing of personal data is necessary for the adhesion and execution of the contract and its guarantees, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force;
- the data collected and processed are kept for the duration necessary to fulfil the contract or legal obligation. These data are then archived in accordance with the periods provided for in the provisions relating to the statute of limitations;

- the recipients of the data concerning him/her are, within the limits of their attributions, the Insurer's departments in charge of the conclusion, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers within the framework of the exercise of their missions.  
They may also be sent, if necessary, to professional bodies and to all persons involved in the contract, such as lawyers, experts, court officers and judicial officers, curators, tutors and investigators.  
Information concerning the Subscriber may also be transmitted to the Subscriber, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and all public bodies authorized to receive them, as well as to the departments in charge of control such as auditors, auditors and departments in charge of internal control);
- in its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code with regard to the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.  
The data and documents concerning the Insured are kept for a period of five (5) years from the closing of the contract or the termination of the relationship;
- its personal data may also be used in the context of processing to combat insurance fraud which may lead, if necessary, to registration on a list of persons presenting a risk of fraud.  
This registration may result in a longer study of the file, or even the reduction or refusal of a right, service, contract or service proposed.  
In this context, personal data concerning him (or concerning the parties or interested parties to the contract) may be processed by all authorized persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for the authorized personnel of the organizations directly concerned by a fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials, judicial officers; third party organizations authorized by a legal provision and, where applicable, the 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 proves to be relevant. In the event of a relevant alert, the data are kept for up to five (5) years from the closing of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.  
In the case of persons on a list of suspected fraudsters, the data concerning them are deleted after 5 years from the date of their inclusion on the list;
- in his capacity as Insurer, he is entitled to process data relating to offences, convictions and security measures either at the time of subscription of the contract, or during its execution or in the context of the management of litigation;
- personal data may also be used by the Insurer in the context of processing operations that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and or assistance products and service offers;
- personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union;
- the Insured has, by proving his identity, a right of access, rectification, deletion and opposition to the data processed. He also has the right to request to limit the use of his data when they are no longer required, or to retrieve in a structured format the data he has provided when these are necessary for the contract or when he has consented to the use of these data.  
He or she has the right to set guidelines on the fate of his or her personal data after his or her death. These guidelines, whether general or specific, concern the storage, deletion and communication of his data after his death.  
These rights may be exercised by contacting the Insurer's Data Protection Representative:  
by e-mail : at DRPO@MUTUAIDE.fr  
ou  
by post : by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126 rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex.

After having made a request to the Data Protection Representative and not having obtained satisfaction, he has the possibility to refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

## APPLICABLE LAW AND JURISDICTION

This contract is governed by French law. The contracting parties declare that they submit to the jurisdiction of the French Courts and waive any proceedings in any other country.

## LANGUAGE USED

The language used in pre-contractual and contractual relations is French.

## POLICY

The insurance and assistance guarantees, except for Civil Liability for Private Life Abroad and Individual Accident, stipulated in the present document are subscribed with MUTUAIDE ASSISTANCE.

The guarantees of Civil Liability for Private Life abroad and Individual Accident are subscribed with the CAISSE ENTREPRISES COLLECTIVITES ET COURTAGE GROUPAMA RHONE ALPES AUVERGNE.

## INSURANCE GUARANTEES

### CANCELLATION OF THE TRIP

#### *Multirisk - Cancellation*

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

- **SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH (including the aggravation of previous illnesses and the after-effects of a previous accident):**
  - you, your legal or de facto spouse or the person accompanying you, provided that it appears on the same invoice of this insurance contract,
  - of your ascendants or descendants and/or those of your spouse or those of the person accompanying you, provided that it appears on the same invoice of the present insurance contract,
  - of your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,
  - of your professional replacement, provided his or her name is mentioned when registering for the trip,
  - of the person in charge, during your trip:
    - the custody of your minor children provided his name is mentioned when you take out the contract,,
    - the care of a disabled person provided that he or she lives under the same roof as you and that you are the legal guardian and that his or her name is mentioned when the contract is taken out.
  
- **CANCELLATION FOR ANY JUSTIFIED REASON**

The guarantee is acquired by you, after **deduction of a deductible and a minimum amount indicated in the Table of Guarantee Amounts:**

  - in all cases of Cancellation unforeseeable on the day of subscription of the present contract, independent of your will and justified,
  - as well as in the event of Cancellation, for a justified reason, of one or more persons registered at the same time as you and having the status of Insured under this contract,
  - as well as in the event of an Attack or Major Event occurring within a radius of 100 kilometers of your holiday resort within 15 days prior to the departure date, by way of derogation from the paragraph "What are the limitations in the event of force majeure or other similar events?" of the chapter "General Insurance and Assistance".

**The "Trip Cancellation" guarantee does not cover the inability to leave due to the material organization of the trip by the organizer (tour operator, airline company), including in the event of a dry flight and/or its failure (strike, cancellation, postponement, delay) or to the accommodation or safety conditions at the destination.**

### SANITARY PROTECTION CANCELLATION

#### *Extension to the Multirisk or Cancellation formula*

The guarantee is acquired for the reasons and circumstances listed below, excluding all other reasons and circumstances and within the limit indicated in the List of Sanitary Protection Guarantees:

- **Serious illness in case of epidemic or pandemic, Serious bodily injury or death (including the consequences, after-effects, complications or the aggravation of a known illness or accident):**
  - of yourself, of your partner or spouse (legal or de facto), of your ascendant or descendant, of your legal guardian or of any other person within your household;
  - of your brother, of your sister, of your children including those of your partner or spouse (legal or de facto), one of your direct ascendant, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law;
  - of your professional work replacement;



- of the person responsible, during your trip, for looking after your legally-dependent children or for the care of a disabled person living in the same household as you, provided there is hospitalization for more than 48 hours or death;
  - of the person accompanying you during your trip, provided that their first and last name have been indicated under the same special conditions as you and that they have paid the insurance premium.
- **Lack of vaccination against Covid 19**
    - ✓ when at the time of taking out this contract, the country of destination did not impose vaccination against Covid 19 to return its territory but that at the time of your departure it imposes it;
    - and that you are no longer within the time required to carry out this vaccination allowing you to travel,
    - or that you cannot proceed with this vaccination, following a medical contraindication to vaccination.
  - **Refusal of boarding at the airport, train station, bus station or ferry terminal of departure following a temperature check organized by the health authorities of the country of departure or the transport company with which you are traveling** (Proof issued by the transport company that denied you boarding, or by the health authorities, must be provided; in the absence of this proof, no compensation will be possible).

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

## **PROVISIONS COMMON TO “TRAVEL CANCELLATION” AND “SANITARY PROTECTION CANCELLATION” COVER**

### **THE AMOUNT OF THE GUARANTEE**

We will reimburse you the deposit or any sum retained by the travel organizer, and according to the conditions of sale of the trip (**excluding the booking fee, the insurance premium and after deduction of the airport taxes reimbursed to you by the carrier**), when you are obliged to cancel your trip before departure.

You are reminded that airport taxes, included in the price of the ticket, are charges which are payable in relation to the actual embarkation of the passenger and that the airport company is obliged to reimburse you for these amounts when you have not boarded. You must consult the general conditions of sale or transport in order to find out how these taxes are refunded (art. L 113-8 of the French Consumer Code).

### **WITHIN WHAT TIME LIMIT DO YOU HAVE TO DECLARE THE CLAIM ?**

#### **Two steps**

1/ From the first symptoms of the illness or upon knowledge of the event giving rise to the guarantee, you must IMMEDIATELY notify your travel agency.

**If you cancel the trip at a later date with your travel agency, we will refund only the cancellation charges incurred on the date of the event, confirmed by a competent medical authority and in accordance with the cancellation conditions of your travel agency's special terms and conditions of sale.**

2/ However, you should file your claim with ASSUREVER within five working days following the event covered.

### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?**

#### **Your written claim must be accompanied by:**

- A medical certificate and/or an administrative hospitalization form specifying the origin, nature, seriousness and foreseeable consequences of the illness,
- in the event of death, a certificate and civil status record,
- in other cases, any acknowledgment justifying the reason for your cancellation.

**You must provide ASSUREVER with the documents and medical information required to process your claim, which includes the medical questionnaire to be completed by your doctor and the completed claim form provided by our service.**

**Your health documents and information must be obtained from your personal doctor before sending them to ASSUREVER.**

#### **You will also have to provide any information or documents requested to support the grounds of your cancellation:**

- ✓ photocopies of all medical prescriptions together with pharmacy receipts, results of tests and/or examinations and all other documents justifying their request or execution,
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice to your travel agency and the cancellation invoice issued by your travel agency,
- ✓ the number of your insurance policy,

- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible and any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; without this proof, no compensation will be possible),
- ✓ and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Therefore, if you object without legitimate reason, you will lose your warranty rights.

## WHAT WE EXCLUDE IN “CANCELLATION OF THE TRIP” AND IN “SANITARY PROTECTION CANCELLATION”

The Cancellation of the trip and Sanitary Protection Cancellation guarantees does not cover the impossibility to leave due to border closures, material organization, accommodation conditions or security at the destination.

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

- an event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of the insurance contract,
- cancellation caused by a person hospitalized at the time of booking your trip or taking out the contract,
- all circumstances affecting only your personal comfort,
- complications of pregnancy beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- the forgetting to be vaccinated,
- default of any kind, including financial default, by the carrier making it impossible to perform its contractual obligations,
- the lack or excess of snow cover,
- any medical event whose diagnosis, symptoms or cause are of a psychic, psychological or psychiatric nature, and which has not resulted in hospitalization for more than 3 consecutive days after the subscription of the present Contract,
- the consequences of criminal proceedings against you,
- any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip,
- any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract,
- the absence of randomness,
- an intentional and/or wrongful act reprehensible by law,
- the consequences of alcoholic states and the use of drugs, any narcotic substances mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- a negligent act on your part,
- any event for which the tour operator may be responsible in application of the Tourism Code in force,
- failure, for any reason whatsoever, to present documents essential for the trip, such as passport, identity card, visa, travel documents, vaccination record, except in the case of theft, within 48 hours prior to departure, of the passport or identity card.

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## MISSED FLIGHT

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### *Multirisk - Cancellation*

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If you miss your plane on your outbound journey, for any reason whatsoever, except in the case of a change in schedule caused by the carrier, we will reimburse you for the purchase of a new ticket for the same destination and by the same means of transport initially purchased, provided that you depart within 24 hours or by the first available flight:

- 50% of the initial total amount of your package (transportation and ground services) ;
- 80% of the total initial amount of your dry flight (transportation service only).

This guarantee does not apply if you are transferred to another company within the originally scheduled times. The guarantee takes effect on the date and time indicated on the flight ticket and expires upon arrival at the destination airport.

This guarantee is acquired on condition that you have taken a margin of at least 2 hours before the registration deadline.

**Under no circumstances may the amount be higher than the amount that would be charged if the trip were cancelled.**

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## FLIGHT DELAY

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### 1. WHAT WE GUARANTEE

This guarantee is valid on:

- regulars flights of outward and/or return airlines whose schedules are published,
- outward charter flights, the times of which are indicated on the outward flight ticket.

Following a delay in the arrival of the Insured's plane:

- more than 4 hours later than the originally scheduled time, for scheduled outward and/or return flights,
- more than 4 hours from the originally scheduled time for outward charter flights,
- we will compensate you on a lump sum basis, **up to the amount indicated in the Table of Guarantee Amounts.**

For the calculation of the compensation, the hours of delay of the outward flight are not added to the hours of delay of the return flight, they only concern a single journey. However, the guarantee may apply to both the outward and the return scheduled flight if the delay for each journey is more than 4 hours.

This guarantee does not apply if you are transferred to another company within the originally scheduled times.

The guarantee takes effect on the date and time indicated on the flight ticket and expires upon arrival at the destination airport.

### 2. WHAT WE EXCLUDE

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", we cannot intervene in the circumstances set out below:

- civil or foreign war, riots, civil commotion, strikes, acts of terrorism, hostage-taking or sabotage, any manifestation of radioactivity, any effect of nuclear origin or caused by any source of ionizing radiation in the country of departure, transfer and destination,
- any event that threatening the safety of your trip if your destination is not recommended by the French Ministry of Europe and Foreign Affairs,
- a decision of the airport authorities, civil aviation authorities or any other authority having made the announcement 24 hours before the departure date of your trip,
- events occurring between the date of reservation of your trip and the date of subscription of this contract,
- failure to fly on the flight on which your booking was confirmed for any reason whatsoever,
- non-admission on board due to failure to comply with the baggage check-in deadline and/or presentation at boarding.

### 3. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- complete and/or have a declaration of delay stamped with a competent person from the airline on which you are travelling or with a competent person at the airport,
- send us, as soon as you return and within 15 days at the latest, the duly completed declaration of delay, a photocopy of your plane ticket, the invoice for the guaranteed ticket and the boarding pass stub.

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## LUGGAGE AND PERSONALS BELONGINGS

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*Multirisk*

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### 1. WHAT WE GUARANTEE

We guarantee, **within the limits indicated in the Table of Guaranteed Amounts**, your luggage, objects and personal effects, outside your Home or Second Home against:

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

### 2. REFUND LIMITATION FOR CERTAIN ITEMS

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

In addition, the items listed above are only guaranteed against theft.

If you use a private car, the risks of theft are covered provided that the luggage and personal effects are contained in the trunk of the vehicle locked and out of sight. Only theft by burglary is covered.

If the vehicle is parked on the public highway, the guarantee is only acquired between 7 am and 10 pm.

### 3. WHAT WE EXCLUDE

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- the theft of luggage, effects and personal objects left unattended in a public place or stored in a room made available to several people,
- oblivion, loss (except by a transport company), exchange,
- theft without burglary duly recorded and fined by an authority (police, gendarmerie, transport company, purser, etc.),
- theft committed by your staff during the performance of their duties,
- accidental damage due to the spillage of liquids, fats, dyes or corrosives contained in your luggage,
- 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 and/or estate car or other vehicle not fitted with a boot, the guarantee remains acquired on the condition that the luggage cover delivered with the vehicle is used,
- collections, samples from sales representatives,
- theft, loss, forgetfulness or deterioration of cash, documents, books, passports, identity papers, tickets and credit cards,
- theft of jewelry when it has not been placed in a locked safe or is not worn,
- breaking of fragile objects such as porcelain, glass, ivory, pottery, marble,
- indirect damages such as depreciation and loss of use,
- the objects listed below: all prostheses, equipment of any kind, bicycles, trailers, valuable securities, paintings, glasses, contact lenses, keys of all kinds (except those of the Home), documents recorded on tapes or films as well as professional equipment, mobile phones, CDs, DVDs, all multimedia equipment (MP3, MP4, PDA, etc.) and any other items of personal use.), GPS, sports equipment, musical instruments, food products, lighters, pens, cigarettes, alcohol, art objects, fishing rods, cosmetics, photo film and objects purchased during your trip.

### 4. HOW MUCH DO WE CONTRIBUTE?

The amount **shown in the Table of Guarantee Amounts** is the maximum reimbursement for all claims occurring during the guarantee period.

**A relative excess (only for damage to luggage: suitcases, bags, etc.) indicated in the Table of Guarantee Amounts, will be retained per Claim.**

### 5. HOW IS YOUR INDEMNITY CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you are compensated on proof and on the basis of the replacement value by equivalent objects and of the same nature, obsolescence deducted.

For the first year from the date of purchase, the amount refunded will be equal to the purchase value of the baggage or valuable item. The following year, the reimbursement amount will be calculated at 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 on proof and on the basis of the replacement value of equivalent objects of the same nature.

**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 deducted from any reimbursement obtained from the transport company and the excess.**

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

The declaration of loss must reach ASSUREVER within 5 working days, except in the event of a fortuitous event or force majeure; if this deadline is not respected and that as a result, we suffer damage, you will lose all right to compensation.

The declaration of loss must be accompanied by the following elements:

- the receipt of a complaint in the event of theft or declaration of theft to a competent authority (police, gendarmerie, transport company, purser, etc.) when it comes to theft during the stay or loss by a transport company;
- the statement of loss or destruction established with the carrier (sea, air, rail, road) when the luggage or objects have been lost, damaged or stolen during the period when they were in the legal custody of the carrier;
- a copy of the list of objects declared damaged or stolen, given to the transport company;
- the reimbursement letter from the airline or transport company stating the compensation paid to you;
- the original of the proof of purchase of the damaged or stolen objects;
- in the event of late delivery, the report of irregularity drawn up by the carrier company, and the baggage delivery slip indicating the date and time of delivery.

**In the event of non-presentation of these documents, you incur the forfeiture of your rights to compensation.**

**The sums insured cannot be considered as proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of these goods.**

**You are required to prove, by all means in your power and by all documents in your possession, the existence and value of these goods at the time of the claim, as well as the extent of the damage.**

**If you knowingly, as justification, use inaccurate documents or use fraudulent means or make inaccurate or reluctant declarations, you will be deprived of any right to compensation, this without prejudice to the proceedings that we would then be entitled to bring against you.**

## 7. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE STOLEN ITEMS COVERED BY A LUGGAGE GUARANTEE?

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

- If we have not yet paid you the compensation, you will have to repossess the items, we will then only be liable for the payment of any damage or missing items.
- If we have already compensated you, you can opt within 15 days:
  - or for *délaissement*,
  - either for the return of the objects in return for the compensation you have received, less any damage or missing items.

If you have not chosen within 15 days, we consider that you have opted out.

## THEFT OF IDENTITY DOCUMENTS

If your passport, identity (or residence) card, vehicle registration document or driving license has been stolen, we will pay the cost of restoring these documents up to the amount indicated **in the Table of Guaranteed Amounts**, on presentation of supporting documents.

## LATE DELIVERY OF LUGGAGE

If your personal luggage is not handed over to you at the airport of your outward journey and is returned to you more than 12 hours late, you will receive a lump-sum payment as **indicated in the Table of Benefits**, to enable you to purchase essential items and belongings. This compensation is not cumulative with the "LUGGAGE AND PERSONALS BELONGINGS" guarantee above.

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## INTERRUPTION OF TRIP

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*Multirisk*

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### 1. WHAT WE GUARANTEE

#### INTERRUPTION OF TRIP FEE

We will reimburse you on a prorata temporis basis for the stay costs already paid and not used (**transport not included**) **from the** day following your early return and that you had to interrupt your trip, due to:

- hospitalization or death of a family member;
- serious damage to the Insured's professional or private premises as a result of fire, explosion, flooding or burglary requiring the presence of the Insured on site;
- an attack on your place of stay within a radius of 100 km of your holiday resort.

**This guarantee cannot be combined with the "COMPENSATION TRIP" guarantee below.**

#### COMPENSATION TRIP

If we intervene for your repatriation for a medical reason (illness or accident suffered by you), you will benefit from a new trip for an amount equal to the original package or other transport ticket from the travel agency that sold the original trip within the limit shown in **the Table of Benefit Amounts**. This amount will only be paid to the repatriated person, his/her spouse or the person accompanying him/her, to the **exclusion of all others**, and must be used within twelve months of the event that caused the medical repatriation from the travel agency that sold the original trip.

**This guarantee cannot be combined with compensation for "INTERRUPTION OF TRIP".**

### 2. HOW MUCH DO WE CONTRIBUTE?

The allowance is proportional to the number of days of stay not used. The indemnity is reimbursed within **the limits indicated in the Table of Guaranteed Amounts per person**, without however exceeding the ceiling per Event. To determine the indemnity, the application fee, visa, insurance and tip costs will be deducted, as well as any reimbursements or compensation granted by the organizer of the trip Subscriber to the contract.

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## PERSONAL LIABILITY AND TRAVEL ACCIDENT INSURANCE

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*Multirisk*

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### PURPOSE OF THE GUARANTEES

This policy offers you coverage for:

- damage you cause to third parties during your trip:
  - Personal liability cover,
- protection of individuals with the guarantee:
  - Personal injury coverage;

### TERRITORIALITY

The guarantees of the present contract are acquired throughout the world\* for the duration of the stay corresponding to that authorized by the legislation of the country concerned.

It is recalled that the applicable regulations correspond to the legislation of the country in which the damage occurred.

**\*The whole world except:**

**Areas of countries formally advised against by the Ministry of Foreign Affairs and countries that have recently suffered natural disasters.**

### EXCLUSIONS COMMON TO PERSONAL LIABILITY AND PERSONAL TRAVEL ACCIDENT COVER

Regardless of the cover chosen, we never insure:

- damage resulting from an activity other than that declared in the contract (travel);
- the consequences of the insured's fault, if 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 acts of war;
- the consequences of handling devices of war that are illegal to possess;
- the consequences of earthquake, volcanic eruption, tidal wave, hurricane, cyclone, landslide or subsidence;
- the consequences of the insured's participation in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious mischief, brawls (except in cases of legitimate defense);
- liability for claims arising directly or indirectly from or in connection with asbestos or any other material containing asbestos in any quantity;
- non-consequential damage not resulting from bodily injury or property damage, whether or not it is covered;
- damage or aggravation of damage caused by the direct or indirect effects of radioactivity due to an atomic explosion or any other source of ionizing radiation, except if they result from attacks or acts of terrorism (law of 23/01/06);
- damage to motorized land vehicles subject to compulsory insurance, sailing boats, motorboats, aerial navigation equipment including microlights and paramotors, and model aircraft, which the insured person owns, uses or keeps;
- payment of fines;
- the consequences of the insured's participation in a bet;
- transport of explosives;
- the storage, transport and use of fireworks whose use is regulated;
- the consequences of all claims related to a professional activity.

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

## DEFINITIONS SPECIFIC TO CIVIL LIABILITY PRIVATE LIFE ABROAD AND INDIVIDUAL ACCIDENT COVER

### Accident/accidental

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

### Attack and act of terrorism

Offences defined and cited by Articles 421-1 and 421-2 of the Penal Code, intentionally perpetrated in connection with individual or collective enterprise aimed at seriously disturbing public order through intimidation or terror.

### Common law scale

Reference scale used to establish the rate of functional disability suffered by the insured person, without any professional consideration. It is published by the magazine "Le Concours Médical" under the title "Barème indicatif d'évaluation des taux d'incapacité en droit commun".

### Consolidation

The date from which the consequences of the accident suffered by the insured are stabilized.

### Disaster

All the harmful consequences of an event leading to the application of one of the guarantees provided for in the contract. Claims arising from the same event constitute a single loss.

A liability claim is any damage or set of damages caused to third parties, involving the liability of the insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is the one which constitutes the cause of the damage. A set of harmful events with the same technical cause is considered as a single harmful event.

### Entitled person

A person who receives benefits not in his or her personal capacity, but because of his or her relationship with the insured. In the case of bodily injury cover, only the spouse, failing that, the children, failing that the heirs, are covered.

### Environmental damage

- emission, dispersion, discharge or deposit of any solid, liquid or gaseous substance released into the atmosphere, soil or water;
- production of odors, noise, vibrations, temperature variations, waves, radiations, radiations exceeding the measure of ordinary neighborhood obligations.

### Excess

The part of the loss remaining at your charge in the settlement of a claim.

**Hospitalization**

Stay in a public or private hospital.

**Information notice**

A document that is given to you before you take out your contract to enable you to assess the cover you have chosen.

**Insured**

Any person named in the contract.

**Material damage**

Any deterioration or disappearance of property, as well as any damage to a domestic animal.

**Non-material damage**

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

**Other**

Any person, natural or legal, other than the insured or the policyholder.

**Permanent disability**

The permanent partial or total loss of a person's functional capacity, expressed as a percentage and established by medical expertise.

**Personal injury**

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

**Pets**

Animals belonging to a species usually living with humans, excluding those used for the development of an agricultural holding.

**Prescription**

Period after which no further claims are admissible.

**Relative**

Spouse, partner, brother, sister, ascendants or descendants.

**Spouse**

The legitimate spouse, the cohabitant or the partner in a PACS (Civil Solidarity Pact).

**Subscriber**

The signatory of the contract who thereby undertakes to pay the contributions.

**State of alcohol impregnation**

Blood alcohol level at which the offences provided for in Articles L 234-1 and R 234-1 of the Highway Code or equivalent legislation abroad are constituted.

**Third person**

Any person other than the insured.

**We**

The insurer with whom you have taken out your policy.

**Working days**

Weekdays except Saturdays, Sundays and public holidays.

**You**

The insured.



## THE GUARANTEES

### A - Personal liability

We guarantee the financial consequences of the civil liability that the insured may incur during the trip covered by this contract as a result of damage:

- body,
- materials,
- immaterial damage directly consecutive to bodily injury or material damage covered, caused to others and resulting from an accident,

### SPECIFIC EXCLUSIONS:

In addition to the general exclusions in your policy, we do not cover:

The financial consequences of the insured's liability resulting from:

- any professional activity, elective office, trade union, or function as a leader of an association;
- any function as de jure or de facto organizer of festive, sporting or cultural events;
- hunting, aerial sports and all professional sports, including during trials;
- the practice of a sport, when the insured's liability is guaranteed by an insurance contract attached to a license issued by an official federation;
- the organization of and participation in all events, contests, races or competitions, as well as all preparatory events requiring prior authorization or subject to an insurance obligation;
- dam and dyke failures;
- manufacture, storage or handling of explosives;
- damage resulting from environmental damage;

Damage caused by:

- any motorized land vehicle subject to compulsory insurance;
- buildings of which the insured is the owner, tenant or occupier in any capacity;
- any air navigation device;
- any sailing boat (except sailboards and boats powered exclusively by human energy) or any motorboat;

Damage suffered by:

- buildings of which the insured is the owner, tenant or occupier in any capacity;
- property, objects or animals owned, kept or used by the insured, their ascendants and descendants, their collaterals and their spouse.

### Extent of the guarantee over time

The guarantee is triggered by the harmful event and covers the insured against the financial consequences of the claims, as soon as the harmful event occurs between the initial start of the guarantee (day of departure on the trip) and its expiry date (last day of the trip), regardless of the date of the other elements constituting the claim.

### B – Personal injury accidents

We guarantee, following a bodily injury suffered by the insured and within the limit of the amounts shown in the table of cover amounts and excesses:

- the payment of a lump sum to the beneficiaries in the event of death,
- the payment of a lump sum to the insured in the event of partial or total permanent disability.

The guarantee applies during the trip covered by this contract.

### SPECIFIC EXCLUSIONS:

In addition to the general exclusions in your policy, we do not cover the consequences of:

- attempted suicide or self-mutilation;
- treatments or surgical interventions for aesthetic purposes which are not the consequence of an accident covered by the contract;
- alcoholism or state of alcoholic impregnation;

- the use of drugs or narcotics not prescribed by a doctor ;
- the participation of the insured as a competitor in competitions and their trials requiring the use of a motorvehicle (land, sea, air);
- the practice of an aerial leisure activity or sport (e.g. aerobatics, gliding, parachuting, hang-gliding, micro lighting);
- the practice of any sport in a professional capacity ;
- caving, mountaineering (artificial climbs and long runs);
- leisure sports activities involving the use of a motorized land vehicle, outside roads open to public traffic;
- aggravation due to delayed treatment, negligence on the part of the insured, or intentional non-compliance with the doctor's instructions;
- illnesses not resulting from an accident (with the exception of poliomyelitis, cerebrospinal meningitis of microbial origin, illnesses due to compulsory vaccination);
- orthodontic treatment and prostheses on deciduous teeth;
- medically certified accidents that occurred before the contract was taken out.

### Accumulation of allowances

In the event of death resulting from an accident which has given rise to the payment of compensation for permanent incapacity and if this death occurs within 24 months of the date of the accident, we will pay the difference, if any, between the capital insured in the event of death and the amount of compensation already paid.

The benefits paid under this guarantee are in addition to those granted by the basic social protection schemes.

## OUR INTERVENTION IN THE EVENT OF AN INCIDENT

### A – Formalities and deadlines to be respected

- For all claims, formalities to be completed and documents to be sent to us, you must:
  - try to limit the consequences of the loss as much as possible;
  - please indicate:
    - i. the nature of the loss,
    - ii. the circumstances in which it occurred,
    - iii. known or suspected causes or consequences,
    - iv. the nature and approximate amount of the damage,
    - v. the names of the persons involved and the names of their insurers and witnesses;
  - forward to us within 48 hours of receipt all notices, letters, summonses, writs, extrajudicial documents and legal proceedings addressed to you or notified to you concerning the claim.
- For all personal injury claims, you must also send us:
  - In case of death:
    - i. the death certificate of the insured;
    - ii. the medical certificate specifying the exact cause of death;
    - iii. for each of the beneficiaries, a statement on honor justifying this status, accompanied by the presentation (in original or copy) of one of the following civil status documents (up-to- date family record book, national identity card, marriage certificate, certificate of cohabitation, certificate of registration of a civil solidarity pact).
  - In case of permanent disability:
    - i. the medical certificate specifying the cause of the disability and the presumed date of consolidation of the injuries.
- Deadlines for declaration or transmission of documents (except in cases of force majeure):
  - Civil liability claim:
    - i. as soon as you become aware of it and at the latest within 5 working days;
  - Personal injury claim:
    - i. within 10 days of the accident.
- **FAILURE TO COMPLY WITH THE DECLARATION DEADLINE**  
**If you fail to notify us of a claim within the time limit specified, and if we can establish that we have suffered loss as a result, you will lose the benefit of the cover provided by your contract for the claim in question, except in the case of an act of God or force majeure.**

- **NON-COMPLIANCE WITH FORMALITIES AND TIME LIMITS FOR THE TRANSMISSION OF DOCUMENTS**  
If you do not complete the formalities or do not meet the deadlines for submitting the documents, we may claim damages from you in proportion to the loss we suffer as a result.
- **FALSE DECLARATIONS**  
If you knowingly make false statements about the nature, causes, circumstances or consequences of a claim, you will lose the benefit of the cover provided by your policy for that claim.

## **B – Expertise**

- **Expertise on personal injury**

In the case of Personal Injury cover, the insured is examined by our expert doctor to determine the extent of the loss. He may be assisted, at his own expense, by a doctor of his choice. The insured person must provide us with all the information we consider useful to determine his loss.

In the event of disagreement on the conclusions of the expertise, a third expert shall be appointed by mutual agreement or, failing that, by the President of the Court of Justice of the insured's domicile or of the place where the loss occurred. The conclusions drawn by the third party expert shall have the value of arbitration. Each of us shall pay the costs and fees of his expert and, if necessary, half of those of the third party expert.

## **C – Compensation**

**Benefits are granted up to the amounts indicated in the Table of Benefits.**

### **1 - Civil liability**

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

Terms and conditions of application of the guarantee amounts

- **Determination of the sums insured**  
Cover is provided per claim up to the amounts and subject to the excesses set out in the table of cover amounts and excesses.  
The costs of proceedings, releases and other settlement costs shall not be deducted from the amount of cover. However, in the event of a conviction exceeding this amount, they shall be borne by the insurer and the insured in the proportion of their respective shares in the conviction.
- **Provisions relating to the guarantees fixed by claim**  
In all cases where cover is granted up to a fixed amount per claim, it shall apply to all claims relating to a loss or set of losses resulting from a harmful event or set of harmful events having the same technical cause. The amount retained is that applicable at the date of the harmful event (or of the first harmful event for a series of harmful events with the same technical cause).  
It is then automatically reduced by any compensation paid or due until it is exhausted.

### **2 – Personal injury accidents**

- **Deaths**  
We will pay the beneficiaries the capital sum indicated in the table of cover amounts and excesses.
- **Permanent disability**  
After the injuries have been consolidated, our medical advisor determines the insured's degree of disability by reference to the Common Law scale. This rate is estimated, if necessary, taking into account pre-existing disabilities, i.e. from the remaining capacity of the insured at the time of the accident; this rate, which cannot exceed 100%, is applied to the capital sum, the amount of which is indicated, according to the chosen formula, in the table of amounts of cover and excesses.  
In the event of disagreement, the provisions of the paragraph "Expertise on personal injury" shall apply.

## **D – Application of excess**

With regard to the Civil Liability excess provided for in the contract, you will retain responsibility for:

- any damage up to the amount of the excess ;
- the amount of the excess, where the amount of damage exceeds the excess.

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

As soon as we have agreed on the compensation, it will be paid within the following timeframe:

#### Civil liability :

- within 10 days of the agreement

#### Personal injury accidents:

compensation is paid within the following time limits:

- death: within 15 days from the date of delivery of the death certificate;
- permanent disability: if, at the end of a period of one year from the date of notification of the claim, no consolidation has taken place, we may pay you a deposit, in any case forfeited to the insured, after examination by our medical advisor.

## THE FUNCTIONING OF THE CONTRACT

The insurance contract is subject to specific regulations that apply to both insurers and insureds. Most of these regulations are contained in the Insurance Code.

- **EFFECTIVE DATE**  
From the day of departure of the trip (specified in the special conditions)
- **END OF EFFECT**  
Last day of the trip (specified in the special conditions)

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## IMPOSSIBLE RETURN

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### *Multirisk*

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### 1. NATURE OF THE GUARANTEE

The purpose of this cover is to compensate you for your accommodation, meals and basics necessities, within the limits **indicated in the Table of Cover Amounts, at your expense** in situations meeting the conditions described below.

### 2. CONDITIONS OF THE GUARANTEE

The "IMPOSSIBLE RETURN" guarantee covers your absolute impossibility to leave your place of stay on the date of return initially planned for a cause having the characteristics of force majeure and meeting the following cumulative conditions:

- independent of your will, unknown and unpredictable at the time of your departure,
- external to you, in particular, not related to your state of health, such as the Insured's illness or injury,
- independent of the failure of the organizations responsible for carrying out your return journey (tour operator, airline travel agency, etc.) and/or the service providers to which these organizations would have recourse, in the material organization of the journey or in compliance with their legal obligations towards you,
- independent of the strike of the above-mentioned bodies in charge of executing the Insured's trip.

The guarantee covers extensions of stay resulting directly or indirectly from a Natural Catastrophe or an act of terrorism, in derogation of the general exclusions of the present contract.

You will have to prove, when declaring the Claim, that the above conditions are met.

### 3. SCOPE OF THE GUARANTEE

We will reimburse the actual costs of accommodation (hotel, meals and basic necessities) within the following limits:

- of the amount indicated **in the Table of Guarantee Amounts,**
- as long as you are absolutely unable to leave your place of stay,
- up to a maximum of 5 consecutive nights.

#### **The first night after the originally scheduled departure date is never compensated.**

The amounts are reimbursed upon presentation by you of original receipts (invoices) for the expenses incurred, and the return transport ticket originally planned and the original travel invoice.

Moreover, by derogation from the chapter "Taking effect and duration of cover" of the contract, in the event that the Insured is obliged to remain at his/her place of stay beyond the date of return initially planned for a reason beyond his/her control, unknown and unforeseeable at the time of his/her departure, having the characteristics of force majeure and justified, the cover provided for in the contract during the stay (excluding interruption of stay) will be automatically extended.

**This guarantee cannot be cumulated with the "EXTENSION OF STAY" service.**

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## PRICE GUARANTEE

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The **PRICE GUARANTEE COVER** is only valid if you have taken it out in addition to the “Multirisk” option and paid the corresponding premium.

This cover must be taken out on the date of booking the trip and simultaneously with taking out the “Multirisk” option.

### NATURE OF THE COVER

In the event of a change in the price of your trip occurring between the booking date and the date of payment of the balance and where this latter date is not less than 20 days prior to your departure, we will cover, up to the limits specified in the **Table of Cover**, reimbursement of additional costs resulting from such price increase for your trip (see “Our cover only applies in the following cases”).

**Trigger of Cover:** We will bear the additional costs between the booking date and the date of payment of the balance for your trip where this latter date is not less than 20 days prior to your departure, on condition that the increase in the price of your trip exceeds €20 per person for a short-haul trip and €40 per person for a long-haul trip.

#### Our cover only applies in the following cases:

- Increased fuel costs: an increase in the cost of air or sea travel linked to an increase in fuel costs (WTI index), occurring between the date of booking and the date of payment of the balance for your trip where the latter date is not less than 20 days prior to your departure;
- Increase in taxes and fees: landing, embarkation and disembarkation fees at ports and airports, occurring between the date of booking and the date of payment of the balance for your trip where the latter date is not less than 20 days prior to your departure;
- Increase in currency exchange rates occurring between the date of booking and the date of payment of the balance for your trip where the latter date is not less than 20 days prior to your departure;

**An increase in the cost of your trip for any reason other than those specified above will not give rise to any reimbursement.**

### EXCLUSIONS TO THE “PRICE GUARANTEE COVER”

In addition to the exclusions listed in the section “THE INSURANCE AND ASSISTANCE IN GENERAL”, we cannot provide assistance in the following circumstances:

- an increase in the price of your trip following the booking of new services or an amendment to your original booking;
- an increase in the price of your trip due to a failure of any nature, including financial, of the organiser of your trip or the transport provider, making performance of the contractual obligations impossible.

### PROCEDURE IN THE EVENT OF A CLAIM

Within five working days from the effective date of the claim, save in the event of exceptional circumstances or force majeure, you must send ASSUREVER (ASSUREVER, Service Gestion Clients, TSA 52216 – 18039 BOURGES Cedex), either by post or e-mail (gestion@assurever.com), all documents necessary for us to compile the case and also prove the merits and the amount of the claim, stating your full name, policy number and the name and address of your travel agent.

- For Tour Operator cases you must send ASSUREVER:
  - the original booking confirmation;
  - the invoice notifying you of the price increase for your trip;
- For Billing and Settlement Plan (BSP) tickets you must send ASSUREVER:
  - screenshots (to be obtained from your travel agent) as at the booking date and at the issue date;
  - the invoice issued by the agent for the increased price between the booking date and the issue date.

### REIMBURSEMENT

The refund will be sent direct to you or your beneficiaries and to no other individual or corporate entity.

## ASSISTANCE GUARANTEES

**No repatriation or early return will be paid for if it has not been the subject of a prior call to the assistance platform and an agreement from the latter.**

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### ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY DURING THE JOURNEY

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*Multirisk formula and extension Sanitary protection for the guarantee « Transport/Repatriation »*

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#### 1. TRANSPORT/REPATRIATION

If you become ill or injured during your trip, our doctors will contact the local doctor who received you as a result of the Accident or Illness **(including in the context of an epidemic or a pandemic only if you have subscribed to the "Sanitary Protection" option)**.

The information collected, from the local doctor and possibly from the usual attending physician, allows us, after decision of our doctors, to trigger and organize according to medical requirements only:

- or your return home,
- either your transport, if necessary under medical supervision, to an appropriate hospital service close to your Home, by light medical vehicle, by ambulance, by train (1st class seat, 1st class berth or sleeping car), by airliner or by medical plane.

In the same way, depending solely on medical requirements and on the decision of our doctors, we can initiate and organize in certain cases, an initial transport to a local care centre, before envisaging a return to a structure close to your home.

Only your medical situation and compliance with the health regulations in force are taken into consideration when making the decision to transport, the choice of means used for this transport and the choice of possible place of hospitalization.

#### **Important**

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

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

#### 2. RETURN OF THE INSURED FAMILY MEMBERS OR TWO ACCOMPANYING PERSONS INSURED

When you are repatriated by us, depending on the opinion of our Medical Service, we organize the transport of your insured Family Members or 2 insured persons who were travelling with you in order to accompany you on your return journey, if possible.

This transport will be done:

- or with you,
- or individually.

We pay for the transport of these insured persons, by first class train or economy class airplane, as well as the cost of taxis, on departure, to get from their place of travel to the railway station or airport, and on arrival, from the railway station/airport to the Home.

**This service cannot be combined with the "PRESENCE IN HOSPITAL" service.**

#### 3. PRESENCE IN HOSPITAL

When you are hospitalized at the place of your Illness or Accident and our doctors judge from the information provided by the local doctors that your return journey cannot take place before 5 days, we will organize and pay for the return journey from your country of residence, by first class train or economy class plane for a person of your choice to come to your bedside.

We will also cover the person's hotel expenses (room and breakfast) **up to the amount indicated in the Table of Guarantee Amounts.**

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

#### 4. ACCOMPANYING YOUR CHILDREN UNDER 18 YEARS OF AGE

If you are ill or injured and are unable to look after your insured children under 18 years of age or disabled adults travelling with you, we will organize and pay for the return journey by first class train or economy class airplane from your country of residence of a person of your choice or one of our hostesses to take your children back to your country of residence or to the home of a Member of your family chosen by you by first class train or economy class airplane.

**Your children's tickets remain at your expense.**

## 5. EXTENSION OF STAY

Following an Illness or Accident occurring during your trip, you are obliged to extend your stay beyond the initial return date in the following cases:

### **In case of Hospitalization:**

If you are hospitalized and our doctors determine from information provided by local doctors that Hospitalization is necessary beyond your initial return date, we will pay the accommodation costs (room and breakfast) for Insured Family Members or 2 insured persons **up to the amount shown in the Table of Benefit Amounts** to stay with you.

### **In case of Immobilization:**

If you are immobilized and our doctors determine from information provided by local doctors that such Immobilization is necessary beyond your initial return date, we will pay the accommodation costs (room and breakfast) of you, Insured Family Members or 2 insured persons travelling with you **up to the amount shown in the Table of Benefit Amounts**.

In both cases, our cover ceases from the day our doctors judge, on the basis of the information communicated by the local doctors, that you are able to resume the course of your interrupted journey or to return home.

## 6. EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A MEMBER OF YOUR FAMILY, YOUR PROFESSIONAL REPLACEMENT OR THE PERSON IN CHARGE OF THE CARE OF YOUR MINOR AND/OR ADULT CHILD WITH A DISABILITY WHO REMAINS AT HOME

During your trip, you will learn about serious and unexpected hospitalization that occurred during your trip and in your country of residence:

- a Member of your family,
- of your professional replacement,
- the person in charge of the care of your minor and/or adult disabled child who has remained at the Home.

So that you:

- you go to the bedside of the person hospitalized in your country of residence,
- resume your professional activity left vacant due to the failure of your professional replacement, your presence at your workplace being indispensable,
- join your children left without care at your Home.

We organize your return journey, and that of a person accompanying you and insured under this contract, and pay for the first class train ticket or economy class air fare to your country of Residence and, where applicable, taxi fares, on departure, to travel from the place of stay to the railway station or airport, and on arrival, from the railway station/airport to the Residence.

**If you do not provide us with proof (hospitalization certificate, proof of family relationship) within 30 days, we reserve the right to invoice you for the full cost of the service.**

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## MEDICAL EXPENSES ABROAD

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*Multirisk formula and extension Sanitary protection*

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### 1. ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD ONLY)

**In order to receive these reimbursements, you must be covered by a primary health insurance scheme (Social Security) or any other welfare organization, take all the necessary steps to recover these costs from the organizations concerned on your return to your country of residence or on the spot, and send us the supporting documents mentioned below.**

For the application of this service, it is reminded that the term "France" means metropolitan France, the Principality of Monaco and the DROMs. Insured persons domiciled in a DROM will therefore not be considered as travelling abroad when they travel to Metropolitan France or the Principality of Monaco and vice versa.

Before travelling abroad, we advise you to obtain forms adapted to the nature and duration of the trip, as well as to the country you are going to (for the European Economic Area and for Switzerland, you should have the European Health Insurance Card). These various forms are issued by the Sickness Insurance Fund to which you are affiliated so that, in the event of illness or accident, your medical expenses will be covered directly by that organization.

### **NATURE OF MEDICAL EXPENSES GIVING RIGHT TO ADDITIONAL REIMBURSEMENT:**

The additional reimbursement covers the costs defined below, provided that they relate to treatment received abroad, following an Illness or injury that occurred abroad:

- medical fees,
- the cost of medicines prescribed by a doctor or surgeon,

- ambulance or taxi costs ordered by a doctor for a local journey abroad,
- hospitalization costs when you are deemed to be untransportable, by decision of our doctors, taken after gathering information from the local doctor. The additional reimbursement of these hospitalization costs ceases from the day we are able to carry out your transport, even if you decide to remain in the country,
- dental emergency **within the limit of the amount indicated in the Table of Benefit Amounts**,
- **PCR test costs, only if you have subscribed to the "Sanitary Protection" option**, when you make a transit, if it is positive.

#### **AMOUNT AND TERMS OF COVERAGE:**

We will reimburse you for the amount of medical expenses incurred abroad, **including in the context of an epidemic or a pandemic only if you have subscribed to the "Sanitary Protection" option**, and remaining at your expense after reimbursement by Social Security, mutual insurance and/or any other welfare organization up to the **amounts indicated in the Table of Benefit Amounts**.

**An Excess, the amount of which is indicated in the Table of Guarantee Amounts, is applied in all cases per Insured and for the duration of the contract.**

You (or your beneficiaries) undertake to this end to take all necessary steps to recover these costs from the relevant organizations on return to your country of residence or on site, and to send us the following documents:

- original statements from social and/or provident institutions justifying reimbursements obtained,
- photocopies of treatment notes justifying expenses incurred.

Failing this, we will not be able to proceed with the refund.

In the event that Social Security and/or the organizations to which you pay contributions do not cover the medical expenses incurred, we will reimburse you **up to the maximum amounts indicated in the Table of Benefit Amounts**, for the duration of the contract, provided that you send us the original invoices for medical expenses and the certificate of non-coverage from Social Security, the mutual insurance company and any other welfare organization beforehand.

## **2. ADVANCE ON HOSPITALISATION COSTS (ABROAD ONLY)**

For the application of this service, it is reminded that the term "France" means metropolitan France, the Principality of Monaco and the DROMs. Insured persons domiciled in a DROM will therefore not be considered as travelling abroad when they travel to Metropolitan France or the Principality of Monaco and vice versa.

If you are ill or injured while travelling abroad, as long as you are hospitalized, we can advance hospitalization costs, **including in the context of an epidemic or a pandemic only if you have subscribed to the "Sanitary Protection" option, up to the amounts shown in the Table of Benefit Amounts**.

This advance will be subject to the following cumulative conditions:

- for treatment prescribed in agreement with our doctors,
- as long as they consider you to be untransportable after collecting information from the local doctor.

No advance payment is made from the day we are able to carry out the transport, even if you decide to stay on site.

In any case, you undertake to reimburse this advance payment no later than 30 days after receipt of our invoice. In the event of non-payment on your part on that date, the Subscriber undertakes to reimburse us for this advance within a maximum period of 30 days from our request, and the Subscriber is responsible for recovering the amount, if he wishes, from you.

To be reimbursed yourself, you will then have to take the necessary steps to recover your medical expenses from the organizations concerned.

**This obligation applies even if you have initiated the reimbursement procedures referred to above.**

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## **ASSISTANCE IN THE EVENT OF DEATH**

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*Multirisik*

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### **1. TRANSPORT OF BODY AND COFFIN COSTS IN CASE OF DEATH OF AN INSURED PERSON**

The Insured dies during his trip: we organize and pay for the transport of the deceased insured to the place of the funeral in his country of residence.

We will also bear all costs incurred for preparation and special arrangements exclusively for transport, to the **exclusion of all other costs**.

In addition, we contribute to the coffin or urn costs, which the family obtains from the funeral provider of their choice, **up to the amount indicated in the Table of Guarantee Amounts**, and upon presentation of the original invoice.



**Other expenses (in particular ceremonies, local convoys, burial) are the responsibility of the family.**

## 2. RETURN OF FAMILY MEMBERS OR TWO INSURED ACCOMPANYING PERSONS IN THE EVENT OF THE DEATH OF AN INSURED PERSON

Where applicable, we organize and pay for the return journey, by first class train or economy class airplane and, where applicable, the costs of taxis, on departure and arrival, of two insured persons or insured Family Members who were travelling with the deceased so that they can attend the funeral, insofar as the means initially planned for his/her return to the country of Domicile cannot be used.

## 3. EARLY RETURN IN THE EVENT OF THE DEATH OF A MEMBER OF YOUR FAMILY, YOUR PROFESSIONAL REPLACEMENT OR THE PERSON IN CHARGE OF THE CARE OF YOUR MINOR AND/OR ADULT CHILD WITH A DISABILITY WHO REMAINS AT HOME

During your trip, you learn of a death in your country of residence, which occurred during your trip:

- a Member of your family,
- of your professional replacement,
- the person in charge of the care of your minor and/or adult disabled child who has remained at the Home.

So that you:

- be able to attend the funeral of the deceased in your country of residence,
- resume your professional activity left vacant due to the failure of your professional replacement, your presence at your workplace being indispensable,
- join your children left without care at your Home.

We will organize your return journey, and that of a person accompanying you and insured under this contract, and pay for the first class train ticket(s) or economy class air fare(s) to your country of Residence and, where applicable, the cost of a taxi on departure, from the place of stay to the station or airport, and on arrival, from the station/airport to the Residence.

**If you do not provide us with proof (death certificate, proof of relationship) within 30 days, we reserve the right to charge you for the full service.**

This benefit is granted if the date of the funeral is earlier than the date originally planned for your return.

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## TRAVEL ASSISTANCE BEFORE AND DURING A TRIP

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*Multirisik*

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### **BEFORE THE TRIP**

#### 1. TRAVEL INFORMATION (EVERY DAY FROM 8:00 AM TO 7:30 PM, FRENCH TIME, EXCEPT SUNDAYS AND HOLIDAYS)

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

- medical precautions to be taken before travelling (vaccinations, medicines, etc.),
- administrative formalities to be completed before or during a trip (visas, etc.),
- travel conditions (transport possibilities, flight schedules, etc.),
- local living conditions (temperature, climate, food, etc.).

### **DURING THE TRIP**

#### 2. ADVANCE OF THE CRIMINAL DEPOSIT AND PAYMENT OF THE LAWYER'S FEES (ABROAD ONLY)

If you are travelling abroad and you are subject to legal proceedings due to a traffic accident and this to the **exclusion of any other cause**: we will advance the criminal deposit up to **the amount indicated in the Table of Guarantee Amounts**.

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

In addition, we will pay for the legal costs that you have incurred on site **up to the amount indicated in the Table of Guarantee Amounts, provided that the** acts in question are not subject to criminal sanctions under the law of the country.

**This benefit does not cover the legal consequences incurred in your country of residence as a result of a road accident occurring abroad.**

### 3. ASSISTANCE IN THE EVENT OF A CLAIM OCCURRING AT YOUR HOME DURING A TRIP

During your trip, you learn of the occurrence of a Claim at your Home.

#### **Early return**

You learn following this Claim at the Home, that your presence on site is essential to carry out administrative formalities: we organize and pay for your return journey, and that of a person accompanying you and insured under this contract, by first class train or economy class plane, from the place of your stay to your Home, as well as, if applicable, the cost of a taxi, on departure, to get from the place of stay to the railway station or airport, and on arrival, from the railway station/airport to the Home.

**If you do not submit supporting documents (claim report to the insurer, expert's report, complaint report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the full benefit.**

#### **Home Assistance (in France only)**

While you are travelling, your Home is flooded, burned or burglarized and the damage caused requires protective measures, we will put you in touch with a specialist (plumber, locksmith, glazier, security company) and we will pay the cost of the intervention **up to the amount indicated in the Table of Guaranteed Amounts.**

In addition, if your Home is uninhabitable when you return from your trip, we will organize and pay for your hotel stay for a maximum of 2 nights **up to the amount indicated in the Table of Guarantee Amounts.**

**If you do not submit proof of the Claim to the Home Office (claim report to the insurer, expert's report, report of complaint, etc.) within a maximum of 30 days, we reserve the right to invoice you for the full amount of these benefits.**

### 4. EARLY RETURN IN THE EVENT OF AN ATTACK

During your trip, you will learn that an Attack has occurred within a maximum radius of 100 km of the place where you are staying. If you wish to shorten your journey, we will organize and pay for your travel by first class train or economy class airplane from the place of your stay to your Home, as well as, if necessary, the cost of a taxi, on departure, from the place of your stay to the railway station or airport, and on arrival, from the railway station/airport to the Home.

### 5. SEARCH AND RESCUE COSTS

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

Only fees charged by a duly authorized company for these activities can be reimbursed.

**The service does not include the organization or execution of search and rescue operations.**

### 6. SENDING MEDICINES ABROAD

You are travelling abroad and your medicines that are essential for the continuation of your treatment and whose interruption, according to the opinion of our doctors, puts your health at risk, are lost or stolen, we will look for equivalent medicines on the spot, and in this case we will organize a medical visit with a local doctor who will be able to prescribe them to you. **You are responsible for the costs of medical treatment and medication.**

If there are no equivalent medicines available locally, we will organize, from France only, the dispatch of the medicines prescribed by your doctor, provided that the latter sends our doctors a duplicate of the prescription he or she has given you and that these medicines are available in local pharmacies.

We take care of the shipping costs and charge you the customs fees and the cost of purchasing the medicines, which you undertake to reimburse us on receipt of the invoice.

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

We disclaim all liability for loss, theft of medicines and regulatory restrictions that may delay or make it impossible to transport medicines, as well as for the consequences arising therefrom. In all cases, **shipments of blood products and blood derivatives, products reserved for hospital use or products requiring special storage conditions, in particular refrigerated products and more generally products not available in pharmacies in France are excluded.** In addition, the discontinuation of the manufacture of medicines, withdrawal from the market or unavailability in France constitute cases of force majeure which may delay or make it impossible to perform the service.

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

During your trip, your identity documents are lost or stolen. Every day, from 8:00 am to 7:30 pm (French time) except Sundays and public holidays, by simply calling our Information Service, we will inform you about the steps to take (filing a complaint, renewing identity documents, etc.).

This information constitutes documentary information as referred to in Article 66-1 of the amended law of 31/12/71. Under no circumstances may it be used for legal advice. Depending on the case, we will direct you to the organizations or categories of professionals likely to be able to answer you. We can in no way be held responsible for the interpretation or use that you may make of the information communicated.

In the event of loss or theft of your means of payment, credit card(s), checkbook(s) and subject to a certificate of loss or theft issued by the local authorities, we will send you a cash advance **up to the amount of indicated in the Table of Guarantee Amounts** so that you can meet your basic expenses against the signature of an IOU.

## **AFTER THE TRIP**

### **8. HOME RETURN ASSISTANCE AFTER REPATRIATION (IN FRANCE ONLY)**

These guarantees are only acquired if the following cumulative conditions are met:

- you have been transported/repatriated as part of the service described in the chapter on "Transport and repatriation". "TRANSPORT AND REPATRIATION,
- and on your return, at the end of this transport/repatriation, you are either hospitalized for a period of more than 5 days, or immobilized at your Home for a period of more than 5 days.

The Hospitalization or Immobilization must necessarily follow the transport/repatriation.

You undertake, prior to the implementation of these guarantees, to send us, on request, all the supporting documents in support of your request:

- hospitalization report in France,
- medical certificate of Immobilization at Home.

**If the aforementioned supporting documents are not provided, we shall be entitled to refuse the implementation of these guarantees.**

### **9. HOUSEHOLD HELP**

We organize the provision of a household helper to carry out the housework, at your Home, either as soon as you return from the hospital, from the date of your Hospitalization, or during your Immobilization at your Home.

We cover the cost of household help up to a maximum of 3 hours, spread at your convenience during the month following the date of your Hospitalization or your return home or during your Immobilization at home.

**If you do not present the necessary documents (hospitalization certificate, medical certificate), we reserve the right to charge you for the entire service.**

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## **SANITARY PROTECTION ASSISTANCE**

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### *Multirisk extension*

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**Les garanties suivantes vous sont acquises uniquement si vous avez souscrit l'option "Protection Sanitaire" :**

**The following guarantees are granted to you only if you have taken out the "Sanitary Protection" option:**

## **BEFORE THE TRIP**

### **PRE-DEPARTURE TELECONSULTING**

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

The information concerns the following areas.

Sanitary information: Health, Hygiene, Vaccination, Precautions, Main Hospital Centers, Advice to women, Time difference, Pets on a trip.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic context.

The information is communicated by telephone and is not subject to written confirmation or the sending of documents. Information and information services are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.

However, whatever the time of your call, we can take note of your requests as well as your contact details so that we can contact you back with the requested information.

## **DURING THE TRIP**

### **IMPOSSIBLE RETURN**

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an epidemic or pandemic.

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

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

### **HOTEL EXPENSES FOLLOWING QUARANTINE**

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

### **TAKING CHARGE OF A LOCAL TELEPHONE PACKAGE**

If you are quarantined during a guaranteed trip outside your country of residence, we cover the cost of a local telephone package, within the limit indicated in the Table of Guarantees.

### **ON-SITE PSYCHOLOGICAL SUPPORT**

In the event of significant trauma following an event linked to an epidemic or a pandemic, we can put you, at your request, in telephone contact with a psychologist, within the limit indicated in the Table of Benefits. The contents of this exchange are entirely confidential and do not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

### **SUBSTITUTE SUITECASE**

If you no longer have enough usable personal effects at your disposal due to your quarantine or hospitalization following an epidemic or a pandemic, we will provide the necessary fund for basic necessities up to the amount indicated in the Table of Benefits, upon presentation of proof.

## **AFTER THE TRIP**

### **DOMESTIC ASSISTANCE**

Following your repatriation by our care after an illness linked to an epidemic or pandemic, you cannot assume your usual household chores, we will provide a household helper, within the limit indicated in the Table of Benefits.

### **DELIVERY OF HOUSEHOLD GOODS**

Following your repatriation by us after an illness linked to an epidemic or pandemic and you are unable to leave your home, we organize and fund a home delivery service for your household goods, within the limits of local shopping facilities and within the limit set out in the Table of Guarantees.

### **PSYCHOLOGICAL SUPPORT WHEN YOU RETURN HOME**

In the case of a significant trauma following an event related to an epidemic or pandemic, we can organize a telephone consultation with a psychologist upon your return home, upon your request and within the limit indicated in the Table of Benefits. This consultation is entirely confidential and does not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

## **WHAT WE EXCLUDE**

We cannot, under any circumstances, substitute ourselves for local emergency relief organizations.

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- the consequences of exposure to intentionally or accidentally disseminated infectious biological agents, chemical agents such as combat gases, incapacitating agents, nerve agents or persistent neurotoxic effects,
- the consequences of intentional acts on your part or the consequences of fraudulent acts, suicide attempts or suicides,
- pre-existing health conditions and/or illnesses and/or injuries diagnosed and/or treated that have been the subject of continuous hospitalization, day hospitalization or outpatient hospitalization in the 6 months prior to any application, whether the manifestation or aggravation of the said condition,
- costs incurred without our agreement or not expressly provided for in these General Contract Provisions,
- costs not supported by original documents,

- claims occurring in countries excluded from cover or outside the validity dates of the contract, and in particular beyond the duration of the planned trip abroad,
- the consequences of incidents occurring during motorized events, races or competitions (or their trials), subject by the regulations in force to prior authorization from the public authorities, when you take part in them as a competitor, or during circuit trials subject to prior approval by the public authorities, even if you use your own vehicle,
- journeys undertaken for the purpose of diagnosis and/or medical treatment or cosmetic surgery, their consequences and the resulting costs,
- organizing and paying for the transport referred to in the "TRANSPORT/RETURN" chapter for minor ailments which can be treated locally and which do not prevent you from continuing your journey,
- requests for assistance relating to medically assisted procreation or the voluntary interruption of pregnancy, their consequences and the costs arising therefrom,
- applications relating to procreation or gestation for the account of others, its consequences and the costs arising therefrom,
- medical devices and prostheses (dental, hearing, medical),
- thermal cures, their consequences and costs,
- medical expenses incurred in your country of residence,
- the planned hospitalizations, their consequences and the resulting costs,
- optical costs (e.g. glasses and contact lenses),
- vaccines and vaccination fees,
- medical check-ups, their consequences and the related costs,
- aesthetic interventions, as well as their possible consequences and the costs arising from them,
- stays in a rest home, their consequences and the resulting costs,
- rehabilitation, physiotherapy, chiropractic, their consequences and the costs involved,
- medical or paramedical services and the purchase of products whose therapeutic nature is not recognized by French legislation, and the related costs,
- health check-ups for preventive screening, regular treatment or tests, their consequences and the resulting costs,
- search and rescue costs in the desert,
- organizing the search and rescue of people, particularly in the mountains, at sea or in the desert,
- the cost of excess baggage weight when travelling by air and the cost of transporting baggage when it cannot be transported with you,
- travel cancellation fees,
- restaurant costs,
- the consequences of infectious risk situations in an epidemic context which are subject to quarantine or preventive measures or specific monitoring by the international health authorities and/or local health authorities of the country where you are staying and/or of your country of origin, unless otherwise stipulated in the guarantee,
- customs duties.

**In case of legal problems with this contract, only the French version will be taken into consideration.**

## **ASSUREVER**

TSA 72218 - 18039 BOURGES CEDEX

**Tél : 01 73 03 41 01**

SARL (French limited liability company) with a share capital of €516,500 - company registration number RCS Paris B 384.706.941

Insurance brokerage and management company

Professional civil liability financial and insurance guarantee provided  
In accordance with Articles L 530-1 and L 530-2 of the Insurance Code



The insurance and assistance cover specified in this document are underwritten by Mutuaide Assistance, under the number 5240.

## **ASSUREVER assure vos voyages**

ASSUREVER, leader français du courtage dans le domaine du voyage, a toujours privilégié la place du client et l'innovation au cœur de son développement avec une seule ambition : assurer vos voyages en toute sérénité.

ASSUREVER conçoit, gère et distribue des solutions spécialisées d'assurance en voyage, responsabilité civile professionnelle, flotte autocars et automobiles, santé-prévoyance, dommage aux locaux, ainsi que des prestations d'assistance et d'assurance pour les particuliers, les professionnels et les entreprises.

Avec 55 collaborateurs, ASSUREVER vous accompagne au quotidien.

## **ASSUREVER**

### **L'EXPERIENCE :**

ASSUREVER est depuis plus de 30 ans un courtier d'assurances national indépendant, spécialiste de la création, de la distribution et de la gestion de contrats d'assurance et d'assistance dans le secteur du tourisme. Ce statut de courtier lui permet de travailler avec les meilleures compagnies d'assurance.

### **LA PERFORMANCE :**

En 2019, ASSUREVER a assuré plus de 1,5 million de personnes dans le monde entier et géré plus de 20 000 cas d'indemnisations.

### **NOS ENGAGEMENTS :**

- Vous guider dans vos choix de garanties
- Vous protéger au plus près de vos besoins
- Vous accompagner avant et pendant votre séjour

9004 – 20230351G

VOTRE AGENCE DE VOYAGES



TSA 72218  
18039 BOURGES CEDEX  
Tél : 01 73 03 41 01  
[www.assurever.com](http://www.assurever.com)

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Société de courtage et de gestion d'assurance immatriculée à l'ORIAS  
sous le n°07 028 567 ([www.orias.fr](http://www.orias.fr))  
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