



INFORMATION REGARDING  
« ISICASSUR INDIVIDUAL France »  
Contracts No MGENIB1100272SAN-E  
& No 6058



**INFORMATION REGARDING « ISICASSUR INDIVIDUALS France »  
No MGENIB1100272SAN-E & No 6058**

**FOR ANY EXPLANATION OF YOUR CONTRACT**

**KINOUSASSUR**

**17 Avenue Jeanne d'Arc  
94110 ARCEUIL**

**From Monday to Friday – From 9 a.m to 12 p.m and 2 p.m to 6 p.m**

- **By phone from France: 01.49.85.82.20** (*call not surcharged, cost according to operator, and may be recorded*)
- **By phone from abroad: + 33.1.49.85.82.20** (*call not surcharged, cost according to operator, and may be recorded*)
- **By e-mail: [info@kinousassur.com](mailto:info@kinousassur.com)**

**HOW TO CONTACT YOUR ASSISTANCE SERVICE**

**VYV INTERNATIONAL ASSISTANCE**

**3 passage de la corvette – 17000 La Rochelle  
7 days a week – 24 hours a day**

- **By phone from France: 05.86.85.00.57** (*call not surcharged, cost according to operator, and may be recorded*)
- **By phone from abroad: + 33.5.86.85.00.57** (*call not surcharged, cost according to operator, and may be recorded*)
- **By e-mail : [ops@vyv-ia.com](mailto:ops@vyv-ia.com)**

**To enable us to intervene as effectively as possible, prepare all of the following items of information, which you will be asked to provide during your call:**

- Your contract number
- Your surname and given name
- The address of your residence
- The country, city and location where you are at the time of your call
- Indicate the precise address (n°, street, possibly hotel, etc.)
- The telephone number at which we can reach you
- The nature of your problem.

**FOR REIMBURSEMENT OF YOUR MEDICAL EXPENSES (apart from hospitalization)**

**GAPI- SERVICE ISIC**

**ZA Actiburo – 99, rue Parmentier – 59650 VILLENEUVE D'ASCQ**

**Monday through Friday, 9:00 a.m. to 12:30 p.m. and 1:30 p.m. to 6:00 p.m.**

- **By telephone from France : 03.74.45.43.01** (*call not surcharged, cost according to operator, and may be recorded*)
- **By telephone from abroad: +33.3.74.45.43.01** (*call not surcharged, cost according to operator, and may be recorded*)
- **By email : [medical@gapigestion.com](mailto:medical@gapigestion.com)**

**In order to be reimbursed for your medical expenses (which did not lead hospitalization), you must provide ASSUR TRAVEL – GAPI's management department with the following documents:**

- Contract number,
- Bank Identification Data (only for the 1<sup>st</sup> request for reimbursement) or possible proxy,
- Original or digitized invoices for care that have been paid and corresponding proofs of payments,

- Original or digitized medical prescriptions,
- The medical claim form duly completed, signed and stamped, including any medical reports (hospitalisation reports, Specialists visits reports, medical examination reports)
- In case of medical treatment in France: original treatment forms (CERFA documents) and/or medical invoiced paid with the payment receipts or, failing this, the corresponding Social security slips,
- Any other documents that the Insurer deems necessary,

**For medical expenses under € 500 out of France, you may scan the invoices and send them by email (keep the originals as you may be asked to provide them in the event of verification by the Insurer).**

#### **HOW TO CONTACT YOUR INSURANCE DEPARTMENT**

##### **SERVICE ISIC - ASSUR TRAVEL**

**ZA Actiburo – 99, rue Parmentier – 59650 VILLENEUVE D’ASCQ**

**Monday through Friday, 9:30 a.m. to 12:30 a.m. and 1.30 p.m. to 6:00 p.m.**

- **By telephone from France : 03.74.45.43.01** (*call not surcharged, cost according to operator, and may be recorded*)
- **By telephone from abroad : +33.3.74.45.43.01** (*call not surcharged, cost according to operator, and may be recorded*)
- **By email : [isicassur@assur-travel.com](mailto:isicassur@assur-travel.com)**

**Prepare all of the following items of information, which you will be asked to provide during your call:**

- Your contract number
- Your surname and given name
- The address of your residence
- The reason for your declaration

**Any claim declaration must be made in writing.**

## TABLE OF COVERS

INSURANCE COVERS	CEILING OF INDEMNIFICATIONS
<b>LUGGAGE (A)</b>	
<ul style="list-style-type: none"> <li>✓ <b>In the event of destruction, theft and loss (A1)</b> <ul style="list-style-type: none"> <li>Including valuable objects</li> <li>Including laptops and cellular phones</li> <li>Including theft from a vehicle</li> <li>Excess</li> </ul> </li> <li>✓ <b>Limitation for objects purchased during the trip (A2)</b></li> <li>✓ <b>Late delivery (+ 24 hours) (A3)</b></li> </ul>	<ul style="list-style-type: none"> <li>€ 1 500 (A1)</li> <li>40% of the insured capital</li> <li>Maximum of € 150</li> <li>€ 500 maximum per file</li> <li>€ 30 per person</li> <li>€ 230 per person (A2)</li> <li>€ 230 per person (A3)</li> </ul>
<b>INDIVIDUAL INJURY (B)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Accidental death (B1)</b> <ul style="list-style-type: none"> <li>Limitation if death occurs on motorcycles, scooters or mopeds</li> </ul> </li> <li>✓ <b>Total permanent disability following an injury (B2)</b></li> </ul>	<ul style="list-style-type: none"> <li>€ 8 000 per person (B1)</li> <li>€ 2 500 per person</li> <li>30 500 € per person, <i>reducible in the event of partial permanent disability according to the Social Security scal for Occupational Injuries for disability levels superior to 10% e (B2)</i></li> </ul>
<b>PERSONAL LIABILITY INSURANCE (C)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Physical, material and intangible damage (C1)</b></li> <li>✓ <b>Physical, material and consequent intangible damage with a non reducible excess of 100€ per event (C2)</b></li> </ul>	<ul style="list-style-type: none"> <li>150 000€ per event (C1)</li> <li>150 000€ per event (C2)</li> </ul>

ASSISTANCE COVERS	CEILING OF BENEFITS
<b>REPATRIATION ASSISTANCE (A)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Medical repatriation (A1)</b></li> <li>✓ <b>Repatriation of 2 accompanying persons (A2)</b></li> <li>✓ <b>Visit of a relative (A3)</b></li> <li>✓ <b>Extension of stay (A4)</b></li> <li>✓ <b>Early return (including in the event of an attack, act of terrorism or natural disaster) ( A5)</b></li> <li>✓ <b>Costs of search and rescue (A6)</b></li> <li>✓ <b>Shipment of medications abroad (A7)</b></li> </ul>	<ul style="list-style-type: none"> <li>Actual costs (A1)</li> <li>Actual costs (A2)</li> <li>Round trip ticket * + accommodation expenses of € 42 per night, for a maximum of 10 nights (A3)</li> <li>Round trip ticket * + accommodation expenses of € 42 per night, for a maximum of 10 nights (A4)</li> <li>Round trip ticket * (A5)</li> <li>€ 12 000 per event( A6)</li> <li>Shipping costs (A7)</li> </ul>

ASSISTANCE COVERS (continuation)	CEILING OF BENEFITS
<b>MEDICAL AND HOSPITALIZATION EXPENSES (B)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Medical and hospitalization expenses outside of the country of residence (B1)</b> <ul style="list-style-type: none"> <li>- Including costs of physical therapy prescribed by a physician</li> <li>- Including costs of chiropractic treatment</li> <li>- Alternative therapies</li> <li>- Emergency dental care</li> <li>- Accidental dental care</li> </ul> </li> <li>✓ <b>Medical costs if the Insured Person returns temporarily to his country of residence (maximum 30 days cover period) (B2)</b> <ul style="list-style-type: none"> <li>- Emergency dental care</li> <li>- Accidental dental care</li> </ul> </li> <li>✓ <b>Telemedicine</b></li> </ul>	<p>€ 200 000 per event (B1)</p> <p>Maximum of 10 sessions</p> <p>Maximum of 5 sessions</p> <p>Maximum of 3 sessions and € 50/session</p> <p>€ 190 maximum per person</p> <p>€ 420 maximum per person</p> <p>€ 10 000 per event / Excess €50 per person and per claim (B2)</p> <p>€ 60 per person</p> <p>€ 60 per person</p> <p>Included</p>
<b>DEATH ASSISTANCE (C)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Repatriation of body (C1)</b></li> <li>✓ <b>Funeral costs necessary for the transportation (C2)</b></li> <li>✓ <b>Necessary procedures for the deceased (C3)</b></li> </ul>	<p>Actual costs (C1)</p> <p>Actual costs (C2)</p> <p>Round trip ticket * + accommodation expenses of € 80 per night, for a maximum of 8 nights (C3)</p>
<b>ASSISTANCE IN CASE OF EPIDEMIC OR PANDEMIC (C')</b>	
<ul style="list-style-type: none"> <li>✓ <b>Accommodation fees in case of quarantine (C'1)</b></li> <li>✓ <b>Psychological support following quarantine (C'2)</b></li> <li>✓ <b>Impossible Planned return (C'3)</b></li> <li>✓ <b>Support for a local phone plan (C'4)</b></li> <li>✓ <b>Psychological support following repatriation (C'5)</b></li> </ul>	<p>€ 80 per night for 14 nights per person (C'1)</p> <p>6 interviews per event (C'2)</p> <p>Accommodation costs: € 80 per night for 5 nights per person + extension of guarantees for 6 days if necessary (C'3)</p> <p>Up to € 80 (C'4)</p> <p>6 interviews per event (C'5)</p>
<b>LEGAL ASSISTANCE ABROAD (D)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Advance of criminal penalties and Payment of lawyer's fees</b></li> </ul>	<p>€ 3 000 by insurance period</p>
<b>COVER EXTENSION (E)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Maternity Expenses</b></li> <li>✓ <b>Psychological diseases</b></li> </ul>	<p>OPTION— See details in the guarantee</p>
<b>WINTER AND AT-RISK SPORTS</b>	
<ul style="list-style-type: none"> <li>✓ <b>Coverage under the contract if an insured event occurs during participation in a winter or at-risk sports as defined herein in the « DEFINITIONS APPLICABLE TO ALL COVERS » rubric</b></li> </ul>	<p>COVERED</p>

\* By train in first-class or by air in economy class

## GENERAL PROVISIONS OF THE CONTRACT

**Note: Attention, « Dangerous sports» as defined herein in the « DEFINITIONS APPLICABLE TO ALL COVERS » are never covered by this contract; please read carefully the General Exclusions of your contract.**

### DEFINITIONS APPLICABLE TO ALL COVERS

The terms defined below have the following meanings between the parties (except for a definition that is specific to a cover):

#### **Abroad**

The entire world, except for the country of the Insured's domicile and the excluded countries.

#### **Alternative therapies**

Osteopathy, acupuncture, homeopathy, phytotherapy, massage therapist

#### **Assistance company**

The Assistance provider appointed by the Insurer: VYV International Assistance. The Insurer mandates VYV International Assistance to provide the assistance and evacuation services.

#### **Attack/Act of terrorism**

Any act of violence that constitutes a criminal or illegal attack against persons and/or properties in the country in which they stay, the purpose of which is to seriously disrupt public order through intimidation and terror, and which is covered by the media.

Any such "attack" must be so designated by the Ministry of Foreign affairs or the Ministry of Interior.

If several attacks occur in the same day and same country, and if the authorities deem them to constitute a single coordinated action, such events are deemed to constitute a single event.

#### **Bodily injury accident**

Brutal alteration of health originating from a sudden action caused by an event that is beyond the victim's control, as established by a competent medical authority, which entails the delivery of a medication prescription for the victim.

#### **Calculation of the age**

Member's age is calculated by deducting the year of their birth from the current civil year.

#### **Ceiling of guarantees**

Maximum amount covered under the contract for a period of a maximum 12 consecutive months after the effective date

#### **Closing of airport**

Total or partial closing of the airport of departure or destination that prevents the Insured from leaving or returning to his country of residence for more than 24 consecutive hours in the context of a trip.

#### **Competent medical authority**

A medical professional graduated from a medicine school appearing on the list of the World Health Organization (WHO) and authorized to practice in the country where medical care is provided.

#### **Contract currency**

The contract is issued in Euro. The claims are converted at the date of treatment using the exchange rate published by the Banque of France applicable at the date of treatment.

Claims can be reimbursed in the local Currency:

- to the Insured, the eventual currency exchange risk being borne by the Insured,
- to the Health care provider, the eventual currency exchange risk being borne by the Insurer.

#### **Converted vehicle**

Any vehicle customized to contain living quarters with at least one bed for a private use only

#### **Country of residence**

Country in which you spend time abroad. This country is necessarily different from your country of origin

**Country of origin**

Country where your domicile is located.

**Dangerous sports: Activities NOT COVERED**

Fighting and self-defence sports; all sports that require the use of a weapon, whether or not a firearm; mountain expeditions above 6500 metres; deep diving (+ 40 metres); navigation that is solitary or outside of territorial waters; ski jumping; climbing without ropes; all vehicles involving a terrestrial motor vehicle or an aircraft (airplane, glider, hang-glider, ULM), parachuting and freefall; all professional or semi-professional sports; motorized nautical sports; and training in private for participation in a competition organized by an official sports authority.

**Domicile**

The location of the Insured's principal and regular residence is deemed to be his domicile, as stipulated in the application form. In the event of a dispute, the Insured's domicile with respect to taxation is his principal and regular residence.

**Emergency dental treatment**

Cover of emergency dental treatments (dental wound dressings, obturation, devitalisation, tooth extraction) consecutive to an accident or an unexpected illness requiring a surgery or a medical treatment, which could not wait for the return of the Insured to the country of origin.

**Epidemic**

Appearance of a large number of sick people in a given place as a result of an illness.

**Essentials**

Clothing and toiletries that enable you to temporarily cope with the unavailability of your belongings.

**Europe**

Europe including Russia up to the Urals, the islands and the countries around the Mediterranean Sea, the Canary Islands and the Azores.

**Events covered during a covered trip**

- ✓ Loss, theft and destruction of luggage
- ✓ Accidental death
- ✓ Total or partial permanent disability following an accident
- ✓ Illness, injury or death of the Insured during his stay
- ✓ Hospitalization or death of a family member in the country of the Insured's domicile
- ✓ Legal proceedings
- ✓ Loss and theft of official documents and/or means of payment

**Excess**

The part of the claim that the contract specifies is charged to the Insured in the event of indemnification following an Incident. This excess can also be expressed in duration or percentage.

**Family members**

Your spouse or common-law partner, or any person with whom you have concluded a civil partnership; your ancestors or descendants up to the 2<sup>nd</sup> degree or those of your spouse; and your fathers-in-law, mothers-in-law, brothers and sisters, including the children of the spouse or cohabitee of one of your direct ancestors, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must reside in the same country as you, unless otherwise contractually stipulated.

**Incident**

Aleatory incident of such a nature as to trigger coverage of this contract when this latter is in force

**Insurance Code / French Mutual Insurance Companies Code**

Compendium of legislation and regulations governing insurance contracts.

**Insurer**

Health and assistance covers (contract n° MGENIB1100272SAN):

MGEN, 3 square Max-Hymans – 75 748 PARIS Cedex 15, France, registered under number SIREN 775 685 399, and governed by both the stipulations and the provisions of the French Mutual Insurance Companies Code,

Luggage Cover (A), Accidental Death (B), Impossibility of return (C) & Material Damage (D) caused during the internship (contract n°6058):

MUTUAIDE ASSISTANCE – 126, rue de la Piazza – 93196 Noisy le Grand Cedex – S.A., a limited liability corporation with fully paid-in capital of € 12 558 240, governed by the Insurance Code, registered under number 383 974 086 Bobigny – VAT N° 31 3 974 086 000 19.

Personal liability Private life insurance covers (contract n°42190225 D):

Groupama Rhône-Alpes Auvergne, Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne, at 50 rue de Saint-Cyr - 69251 Lyon cedex 09 – Registration n° 779 838 366 000 28; Company governed by the Insurance Code and subject to the Supervisory and Resolution Authority at 4, place de Budapest – CS 92 459 – 75 436 in Paris Cedex 9.

Hereafter designed by the term “we”

**Insured Person**

A natural person or group of natural persons duly insured under this contract, hereinafter referred to as « You». The person must be under 75 years of age upon the subscription to this Contract.

**Invalidation**

Any frauds, forgeries or false declarations or testimony that might put the covers specified in the contract into play, resulting in invalidation of our commitments and loss of the rights specified in said contract.

**Luggage**

Travel bags, suitcases, chests, and the contents thereof, except for the clothes that you are wearing.

**Material Damage**

Any damage to or destruction of an item or substance. Any physical harm done to an animal.

**Maximum amount by event**

If coverage is exercised for a number of persons who are the victims of the same event and are insured by this contract, the Insurer's coverage is limited to the maximum amount that is specified for said coverage regardless of the number of victims. Then, the indemnifications are reduced and paid in proportion to the number of victims.

**Medical practice in effect**

Designates a medical treatment that is customarily used to treat a disease in compliance with the generally accepted ethical standards, apart from experimental treatments, clinical tests and medical research.

**Natural disaster**

Abnormal intensity of a natural agent not caused by human activity, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster caused by the abnormal intensity of a natural agent recognized as such by the public authorities.

**Orthopaedic or orthotic devices**

Anatomic parts or devices used to temporarily or permanently prevent or replace body deformations (crutches, neck brace, wheelchair, etc.).

**Pandemic**

Global spread of disease.

**Period of insurance**

The period of this contract's validity as defined in the « EFFECTIVE DATE AND DURATION OF THE CONTRACT » rubric.

**Provision of benefits in case of Assistance, Evacuation and hospitalisation**

The benefits covered under this contract are triggered only with the Insurer's prior agreement. Consequently, any expenses that the Insured incurs under his own authority will not be reimbursed by the Insurer.

**Quarantine:**

Strict isolation of an individual in case of a suspected or confirmed case of disease, ordered by local authorities, to avoid the spreading of the said disease in the event of an epidemic or pandemic.

**Relative**

A member of your family or any natural person that you or one of your successors-in-interest designates, who resides in the same country as you.

**Serious illness**

Abrupt and unforeseeable alteration of health ,established by a competent medical authority, which may quickly generate an important aggravation of the health of the victim if appropriate care are not provided or which can be life threatening and implies the cessation of all occupational or other activity.



**Spinal fixation apparatuses**

Pieces or parts of metal (or other apparatuses) used for assembling broken bones or consolidating articulations through surgery.

**Stay**

A stay or trip limited to 12 consecutive months.

**Subrogation**

The legal situation by which the rights of a person are transferred to another person (in particular, replacement of the Insured by the Insurer for legal proceedings against the opposing party).

**Traditional sports: Activities COVERED**

All sports that are not listed as « Winter and At-risk Sports » or « Dangerous Sports » (or excluded).

**Third party**

Any natural person or legal entity, except for the insured person, relatives as defined hereinabove, the persons accompanying the insured person, his/her servants, whether or not employees, during the carrying out of their responsibilities, the employers or the authorized persons.

**Unexpected illness**

Designates any sudden and unforeseeable alteration of health established by a competent medical authority that requires a rapid medical response.

**Valuable objects**

Jewellery, watches, clocks, photo graphic equipment and cameras, articles in gold, silver or precious metals, carpets, silk, tape recorders, record players, CD players, CDs, DVD and mp3 players, electric and electronic equipment, mobile and satellite telephone, computers, scientific instruments and materials, optical instruments such as telescopes, sports equipment, surfboards, tools, hunting articles, weapons and all types of ammunition.

**We organize**

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

**We take care of**

We finance the service.

**Winter and at-risk sports: Activities COVERED**

Coverage of sports on snow or ice, except for those listed as Dangerous Sports (off-track activity is excluded only if the Insured is accompanied by a licensed guide who is legally authorized for the ski slopes involved); rappelling; mountain climbing up to 3000 metres; caving expeditions ; mountain biking off-track or on laid out roads; canyoning; canoeing in rapid waters; rafting : waterskiing; kite surfing ; American football ; rugby ; horseback riding; diving down to 40 metres; sailing.

**TERRITORIAL SCOPE OF THE CONTRACT**

The Contract is valid throughout the world (except for the Specific Exclusion in the Particular Terms and Conditions), subject to actual payment of the corresponding premium, that is to say:

- ✓ Either the whole world (except Specific exclusion in the Special Conditions),),
- ✓ Or Europe including Russia to the Urals, islands and countries around the Mediterranean Sea, as well as Madeira, the Canaries and the Azores.

**Attention, Insured persons are not covered in their Country of Residence except for a period of 30 consecutive days and provided that they leave abroad at the end of this period.**

**Are also excluded the countries at civil or foreign war, at known political instability, which are experiencing popular, movements, riots, terrorist attacks, reprisals, restriction on the free circulation of goods and persons (whatever the reason, in particular sanitary except for the Assistance covers, security, meteorological reasons...).**

**PAYMENT OF THE PREMIUM**

The premium, which includes the taxes and duties applicable to this category of contract, is due and payable by the subscriber before the onset of the risk.

In the event of a default in payment of the premium before the onset of the risk, the Contract will be deemed to be null and void and will not give rise to any indemnification.

## TAKING OUT A POLICY AFTER THE DATE ON WHICH THE TRIP OR STAY IS BOOKED

You may take out this Policy at any time after the date on which you purchased or booked the trip.

**A 8-day waiting period, during which no cover will come into effect, will apply from the date on which the Policy is taken out and cover will not come into effect until this period has ended.**

## EFFECTIVE DATE AND DURATION OF THE CONTRACT

Subject to payment of the premium, coverage is valid for the period indicated on the application form. Coverage takes effect as of the date of departure from your residence to the destination of your trip, and ends upon your return to your residence, or on the date on which this contract expires, whichever occurs first.

The effective date and duration of your coverage under the Contract must correspond to the actual dates of your Stay. The Contract will automatically be extended without additional charges if you are unable to end your Stay on the planned date due to an illness or injury. Such extension ends upon your return to your Domicile. It is valid for a maximum of 30 days and only if you had a return ticket before starting your trip.

**Note: This Contract is subscribed for a maximum of 12 months. However, before the expiration date of coverage, the Contract may be extended pursuant to terms and conditions identical to those of the initial Contract, subject to the Insurer's agreement and full payment of the corresponding premium.**

## RIGHT OF CANCELLATION WITH RESPECT TO CONTRACTS SUBSCRIBED FROM A DISTANCE

### Contract for a period of less than 1 month

Pursuant to ordinance n° 2005-648 of 6 June 2005 regarding sale of financial services from a distance, and article L. 112-2-1-II-3° of the Insurance Code and article L221-18 of the French Mutual Insurance Companies Code, the right of cancellation does not apply to contracts covering travel or luggage for less than 1 month.

### Contract for a period exceeding 1 month

The Insured has the right to cancel his contract within 14 calendar days following the date on which he subscribed to the Contract, without charges or penalties. This right does not apply if the Insured declares a covered Incident to the Insurer during that period.

The letter of cancellation, which may be drawn up as shown below, must be sent by post or by any other durable medium to the Insurer or the broker - KINOUSASSUR 17 AVENUE JEANNE D'ARC 94110 ARCUEIL.

### Example of a phrase for the exercise of your right of cancellation

« I, the undersigned Mr. / Ms. ...., residing at ....., cancel my subscription to Insurance Contract N°..... I certify that no Incident putting coverage under this Contract into play has occurred before the sending of my letter.»

### Consequences of cancellation

Exercise of the aforesaid right of cancellation entails termination of the Contract as of the date on which the request for cancellation is received. The Insured is then reimbursed for the premium he has paid, without charges or penalties, within 30 days following the date on which he exercises his right, except in the event of an Incident that occurred prior to the exercise of said right.

## CALCULATION OF INDEMNIFICATION

If the indemnification cannot be determined by mutual agreement, it is estimated by an expert by amicable means, subject to your respective rights.

Each of us appoints an expert. If the two experts fail to agree on the amount of indemnification, they appoint a third expert, and the three experts determine the amount by a majority vote.

If either of us fails to appoint an expert, or the two experts fail to agree on the choice of a third expert, that expert is appointed by the Presiding Judge of the Regional Court ruling on urgent application. Each party covers its own expert's costs and fees and, if applicable, shares those of the third expert equally.

Le règlement intervient dans un délai de 15 jours à partir de l'accord qui intervient entre nous ou de la notification de la décision judiciaire exécutoire.

## INDEMNIFICATION DEADLINE

The indemnification is paid within 15 days following the date on which we agree on its amount, or the date of notice of an enforceable decision rendered by a court.

### **FALSE DECLARATION**

- **Regarding the risk to be covered**

Any reticence, intentional false declaration, omission, or unintentional inaccurate declaration on your part regarding the risk to be covered may be sanctioned under the conditions specified by articles L. 113-8 and L. 113-9 of the Insurance Code and L.221-14 and L. 221-15 of the French Mutual Insurance Companies Code, taking into account the Contract's collective character.

- **At the time of the Incident**

Any fraud, reticence or intentional false declaration on your part regarding the circumstances or consequences of an Incident will result in the loss of your right to receive benefits or indemnification for that Incident.

### **PROCEDURES FOR EXAMINING CLAIMS**

1. In case of disagreement or discontent regarding the management of your request for reimbursement of medical fees, we invite you to send your complaint to the dedicated Department of GAPI, writing to [qualite@gapigestion.com](mailto:qualite@gapigestion.com).

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

**VYV INTERNATIONAL ASSISTANCE  
ISICASSUR  
3 Passage de la Corvette  
17000 La Rochelle**

If the disagreement persists, you may refer the matter to the Insurance Mediator:

**LA MEDIATION DE L'ASSURANCE  
TSA 50110  
75441 PARIS CEDEX 09**

2. In the event of disagreement or dissatisfaction regarding the way your contract's assistance coverage is exercised, we recommend that you refer the matter to VYV INTERNATIONAL ASSISTANCE, by calling +33 (0)5.86.85.00.40 (call not surcharged, cost according to operator, and may be recorded), or by writing to to [contact@vyv-ia.fr](mailto:contact@vyv-ia.fr).

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

**VYV INTERNATIONAL ASSISTANCE  
ISICASSUR  
3 Passage de la Corvette  
17000 La Rochelle**

**VYV INTERNATIONAL ASSISTANCE** commits to acknowledge receipt of your letter within 10 business days. Your dossier will be processed within 2 months.

If you still disagree, you may use Insurance Mediation:

**LA MEDIATION DE L'ASSURANCE  
TSA 50110  
75441 PARIS CEDEX 09**

3. In the event of disagreement or dissatisfaction regarding the way your contract's assistance coverage is exercised, we recommend that you refer the matter to ASSUR TRAVEL by calling +33.3.74.45.43.01 or by writing to [isicassur@assur-travel.com](mailto:isicassur@assur-travel.com).

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

**MUTUAIDE ASSISTANCE  
SERVICE ASSURANCE  
TSA 20296  
94368 BRY-SUR-MARNE CEDEX**

**MUTUAIDE ASSISTANCE** commits to acknowledge receipt of your letter within 10 business days. Your dossier will be processed within 2 months.

If you still disagree, you may use Insurance Mediation:

**LA MEDIATION DE L'ASSURANCE**  
**TSA 50110**  
**75441 PARIS CEDEX 09**

## **DATA COLLECTION**

The Insured acknowledges being advised that the Insurer processes his personal data in accordance with the regulations regarding protection of personal data; and also that:

- The questions posed must be answered; and that, in the event of false declarations or omissions, the consequences for the Insured may be invalidation of his subscription to the contract (article L 113-8 of the Insurance Code and article L221-14 of the French Mutual Insurance Companies Code) or a reduction of indemnifications (article L 113-9 of the Insurance Code and L221-15 of the French Mutual Insurance Companies Code).
- The processing of personal data is necessary for the subscription and execution of his contract and its coverage, for the management of commercial and contractual relationships, and for compliance with the applicable legislative, regulatory and administrative provisions.
- The collected and processed data are retained for a period that is necessary for performance of the contract or required by law. They are then archived for periods that are specified in the provisions related to prescription.
- The recipients of the Insured's data are the Insurer's departments, within the limits of their authorization, that are responsible for the conclusion, management and performance of the Insurance Contract and its coverage, and the Insurer's delegates, representatives, partners, subcontractors and reinsurers during the carrying out of their assignments.

If necessary, said data may be transmitted to professional agencies or any persons participating in matters related to the contract such as lawyers, experts, law officers, ministerial officials, custodians, guardians and investigators.

Information regarding the Insured may also be transmitted to the Underwriter, as well as any authorized third parties (courts, arbitrators, mediators, ministries involved, supervising and monitoring authorities, and all public entities authorized to receive said information, as well as supervisory persons such as auditors and personnel in charge of internal controls).

- As a financial entity, the Insurer is subject to the legal obligations that derive mainly from the Monetary and Finance Code regarding measures against money laundering and the financing of terrorism. In that regard, the Insurer implements a procedure for the monitoring of contracts, which may result in a declaration of suspicion or a measure for the freezing of assets.

The Insured's data and documents are retained for a period of five (5) years, commencing to run as of the closing of the contract or termination of the relationship.

- The Insured's personal data may also be used in the context of a procedure for verification of an insurance fraud, which may lead to the Insured's registration on a list of persons presenting a risk of fraud.

Such a registration may extend the time for analysing the Insured's file, and even results in a reduction or refusal of the entitlement to a right, benefit, contract or services that are offered.

In that context, the Insured's personal data (or data of parties to the contract, or of those who are involved therein) may be processed by any authorized persons in the Insurer Group's entities who work on prevention of fraud. Such data may also be transmitted to authorized employees of agencies that are directly working on a fraud (other insurance agencies or intermediaries; judicial authorities, mediators, arbitrators, law officers, ministerial officials; third agencies authorized by virtue of law; and, if applicable, the victims of fraudulent acts or their representatives).

In the event of a fraud alert, the data are retained for six (6) months to verify the alert, and are then deleted unless the alert turns out to be relevant. If the alert is relevant, the data are retained for five (5) years after the closing of the file, or up to the closing of the legal proceeding and expiration of the applicable prescription periods.

The data of persons registered on a list of putative defrauders are deleted 5 years after the date of the registration.

- An insurer has good grounds for processing data regarding offences, adverse decisions and surety measures upon the subscription to the contract, during the course of its performance, and in the management of disputes.
- The Insurer may also use personal data for the research and development of procedures it implements to improve the quality or relevance of its future insurance and/or assistance products and service offerings.
- Some of the Insurer's employees or service providers in countries outside of the European Union may have access to the Insured's personal data.
- Subject to proving his identity, the Insured has the right to access, rectify or delete his processed data, or oppose the processing thereof. He also has the right to request a limited use of his data when they are no longer necessary, or recuperate them in a structured format if his data are necessary for the contract or if he has authorized the use thereof.

The Insured has the right to give instructions regarding the disposition of his personal data after his death. Any such general or particular instructions are for the retention, deletion and transmission of his data after his death.

The Insured may exercise those rights with the Insurer's Representative in charge of data protection:

The Insured person and/or beneficiaries have the right to access, rectify or erase data, limit the processing of their data, portability, opposition to treatments, as well as the right to define guidelines for their fate after their death. They can exercise their rights with the Data Protection Officer of the VYV Group: Tour Montparnasse - 33, avenue du Maine - BP 245 - 75755 Paris Cedex 15 or [dpo@groupe-vyv.fr](mailto:dpo@groupe-vyv.fr) or [dpo@vyv-ib.com](mailto:dpo@vyv-ib.com). When exercising their rights, the production of an identity document may be requested. In case of persistent litigation, they have a right to seize the CNIL on [www.cnil.fr](http://www.cnil.fr) or at 3, place de Fontenoy - TSA 80715 - 75334 Paris Cedex 7, France.

Data relating to the state of health of the insured persons, the treatment of which is necessary for the purposes of the performance of the obligations and the exercise of the rights proper to the insurer, or to the insured persons themselves, may be dealt with in the framework of the management and execution of the contract. These data are exclusively intended for the medical service of the Insurer. The exercise of rights is carried out by email, after production of an identity document, for the attention of [medical@vyv-ib.com](mailto:medical@vyv-ib.com).

After having made a request to the Representative in charge of data protection, and having obtained no satisfaction, the Insured may refer the matter to the National Commission for Computerized Data Processing and Individual Rights).

### MULTIPLE INSURANCE CONTRACTS

In accordance with Article L 121-4 of the Insurance Code, when a number of insurance contracts are subscribed without fraud, each of them is in force and effect within the limits of the contract's coverage, in compliance with Article L 121-1 of the Insurance Code.

### SUBROGATION

After payment of your indemnification, we are subrogated in the rights and actions you are entitled to exercise against Third Parties that are responsible for the Incident, as specified in article L.121-12 of the French Insurance Code and article L224-9 of the French Mutual Insurance Companies Code.

Our subrogation is limited to the amount of indemnification we have paid to you or the amount of benefits you have received.

### PRESCRIPTION

Pursuant to article L 114-1 of the Insurance Code and article L221-11 of the French Mutual Insurance Companies Code, any action deriving from this contract is time-barred two-years after the date of the event that triggers it.

However, this prescription period commences to run:

- in the event of reticence, omission or false or inaccurate declarations, only as of the date on which any such event is brought to the Insurer's attention;

- in the event of an Incident, only as of the date on which it is brought to the attention of the persons involved, if they can prove that they were unaware of it prior thereto.

When the basis for the Insured's action against the Insurer is a legal action initiated by a third party, the prescription period commences to run only as of the date on which said third party brought its legal action against the Insured or has been indemnified thereby.

In accordance with article L. 114-2 of the Insurance Code and articles L221-11 & L221-12 of the French Mutual Insurance Companies Code, this prescription period may be suspended by any of the following ordinary causes of suspension:

- the acknowledgement by the obligor of the right of the person against whom the prescription period was running (article 2240 du Code civil);
- a legal action, even on urgent application, up to extinguishment of the proceedings. That is also the case when it is brought before a court that lacks jurisdiction or when the submission to the court is invalidated due to a procedural defect (articles 2241 and 2242 of the Civil Code). The suspension is voided if the plaintiff withdraws its action or lets the proceedings lapse, or if its action is definitively dismissed (article 2243 of the Civil Code) ;
- a provisional measure taken pursuant to the Code of Civil Execution Procedures or a writ of forced execution (article 2244 of the Civil).

It is stated that:

A summons served on a jointly and severally liable obligor by means of a formal notice or a writ of forced execution, or the obligor's acknowledgement of the right of the person against whom the prescription period was running, suspends the prescription period vis-à-vis all of the other obligors, even their heirs.

However, a summons served on an heir of a jointly and severally liable obligor, or the acknowledgment by that heir, does not suspend the prescription period vis-à-vis the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. Such a summons or acknowledgment suspends the prescription period vis-à-vis the other co-obligors only for the part of the obligation that is imputable to that heir.

For a suspension of the prescription period vis-à-vis the other co-obligors, the summons must be served on all of the deceased obligor's heirs, or by the acknowledgement by all of the heirs (article 2245 of the Civil Code).

A summons served on the principal obligor or his acknowledgement suspends the prescription period vis-à-vis the guarantor (article 2246 of the Civil Code).

The prescription period may also be suspended by:

- the appointment of an expert following an Incident;
- the sending of a registered letter by the Insurer to the Insured regarding an action for payment of the contribution, and by the Insured to the Insurer for payment of the indemnification for an Incident).

#### APPLICABLE LAW AND PROCEDURE IN THE EVENT OF LITIGATION

This contract is governed exclusively by French law. Any dispute regarding this contract that cannot be resolved amicably will be submitted exclusively to the French courts.

#### THE INSURER'S SUPERVISORY AUTHORITY

The Insurer is under the Supervisory Authority (ACPR) at 4 place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

## DESCRIPTION OF INSURANCE COVERS

### LUGGAGE

We cover the belongings you have taken on your trip or purchased during your trip, outside of the location of your principal residence, up to the amount specified in the Table of Covers, in the event of :

- Theft
- Total or partial destruction during shipment by a transport company,
- Loss by a transport company during shipment by a transport company.

#### LATE DELIVERY OF YOUR LUGGAGE

If your luggage is not delivered to you at the destination airport (on the way) and is delivered to you more than 24 hours late, you will be reimbursed for the cost of personal effects of primary necessity up to the amount specified in the Table of Covers, upon presentation of documentation.

However, you cannot cumulate this indemnification with other indemnifications of the LUGGAGE coverage,

#### WHAT ARE THE LIMITS OF OUR COVERAGE?

The amount reimbursed for valuables will not in any circumstance exceed that which is specified in the Table of Covers.

For laptops and cellular phones, the indemnification will not in any circumstance exceed the amount specified in the Table of Covers.

The objects enumerated above are covered only against theft that is established and duly declared as such to a competent authority (police, constabulary, transport company, purser, etc.).

- Theft of jewellery is covered ONLY if it was put in a safe or if you were wearing it.
- Theft of any device that reproduces sounds and/or images and the accessories thereof is covered ONLY if it was put in a safe or if you were carrying it.

If you use a private car or converted vehicle, the risks of theft are covered on the condition that your luggage and belongings are contained in the vehicle's trunk, locked and safe from prying eyes. Only a theft by break-in is covered.

If the vehicle is parked on a public road, coverage applies only between 7:00 a.m. to 10:00 p.m.

In all situations, if the theft occurs in a vehicle, the indemnification will be limited to the amount specified in the Table of Covers.

#### WHAT WE DO NOT COVER

In addition to the exclusions indicated in the "EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS" rubric, we do not participate in the following circumstances:

##### 1) CIRCUMSTANCES NOT COVERED

- ◆ Theft of luggage and belongings left in a public area without surveillance or stored in premises made available to numerous persons;
- ◆ Theft of any device that reproduces sounds and/or images and the accessories thereof, if they were not put in a locked safe or were not being carried, which implies that such devices are not covered when they are entrusted to a transport company of any kind (airline, maritime, railway, road, etc.) ;
- ◆ Omission, loss (except by a transport company) and exchange;
- ◆ Theft without break-in that is duly established and recorded by an authority (police, constabulary, transport company, purser, etc.);
- ◆ Accidental damage due to a leaking of liquid, or oily, coloured or corrosive materials contained in your luggage;
- ◆ Confiscation of items by the authorities (customs, police) ;
- ◆ Damage caused by mites and/or rodents, cigarette burns or a source of non-incandescent heating;

- ◆ Damage related to wear and tear, depreciations, mechanical or electrical defects, any cleaning, draining or retouching process, atmospheric or climate circumstances, or any cause that occurs bit-by-bit;
- ◆ Theft in any vehicle that does not have a trunk (except converted vehicle as defined in Lexicon);
- ◆ Collections and samples of sales representatives;
- ◆ Theft, loss, omission or deterioration of cash, documents, books, transport tickets and credit cards.
- ◆ Theft, loss or deterioration of official documents: passport, identity or residence card, car registration card and driver license;
- ◆ Theft of jewellery if it was not put in a locked safe and you were not wearing it, which implies that jewellery is not covered when it is entrusted to a transport company of any kind (airline, maritime, railway, road, etc.) ;
- ◆ Breaking of such fragile objects as those made of porcelain, glass, ivory, pottery or marble;
- ◆ Thefts on campsites;
- ◆ Consequential loss such as depreciation and loss of enjoyment.

## 2) OBJECTS NOT COVERED

- ◆ Prostheses, any apparatuses, binoculars, spectacles and contact lenses;
- ◆ DVDs, alarms, video games and accessories, furs and collections;
- ◆ Bikes, trailers, caravans and, generally, transport devices;
- ◆ Cash, documents of any nature, pictures, art objects, and keys of any kind.
- ◆ Documents recorded on tapes or films, professional equipment, and musical instruments.
- ◆ Food products, lighters, pens, cigarettes, alcoholic beverages and beauty products.

### WHAT IS THE DATE ON WHICH COVERAGE TAKES EFFECT AND EXPIRES?

Coverage takes effect upon delivery of your luggage to the carrier or its registration by the carrier, or upon delivery of the keys for a rental.

It expires upon the carrier's definitive return of your luggage, or upon return of the keys for a rental.

### WHAT IS THE AMOUNT WE COVER?

The amount indicated in the Table of Covers constitutes the maximum amount of reimbursement, less the excess, for all Incidents that occur during the period of coverage.

### HOW IS YOUR INDEMNIFICATION CALCULATED?

In the event of total or partial destruction, or loss during transit by a transport company, you are indemnified, upon proof thereof, based on the replacement value of objects that are equivalent or of the same nature, less wear and tear.

During the first year after the date of purchase, the amount reimbursed will be equal to the purchase price of the luggage or valuable object. The following year, the amount reimbursed will represent 75% of the purchase price. And, thereafter, the price will be reduced by an additional 10%.

In the event of theft, you are indemnified upon proof thereof, less the rate of wear and tear calculated in the aforesaid paragraph.

The proportional rule of capital specified in Article L. 121-5 of the French Insurance Code does not apply in any circumstance.

Any reimbursement that might have been made by a transport company and the amount of excess will be deducted from our reimbursement.

### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The claim declaration must be made to ASSUR TRAVEL within 5 business days (48 hours in the event of theft), except in the event of a fortuity or a situation of *force majeure*. If that time limit is not complied with, and we incur an injury by virtue of said failure, you will lose your right to any indemnification.

The claim declaration must contain the following documents:



- ✓ A receipt documenting a complaint filed with a competent authority (police, constabulary, transport company, purser, etc.) in the event of a theft or declaration of theft, that occurred during the stay, or a loss by a transport company.
- ✓ The report of a theft or destruction drawn up by the transport company (maritime, airline, railway or road), when the luggage or objects were lost, damaged or stolen during the period that they were under the transport company's legal care.
- ✓ A certificate of irregularity in the event of loss of luggage or damage thereto by the transport company.
- ✓ A copy of the list of objects declared damaged or stolen, given to the transport company.
- ✓ The invoices for purchase of the damaged objects.
- ✓ The transport company's letter of reimbursement establishing the indemnification that was paid to you.

**If these documents are not presented, you risk losing your right to indemnification.**

### RECOURSE

Since our coverage supplements other coverage that may be provided elsewhere, it is your responsibility to pursue recourse against the airline company or any other entity that is liable for the damage.

First and foremost, you must take all measures to limit the damage and have such established by the competent authorities.

Luggage damaged during the course of a trip or not delivered by the transport company must be subject to a certificate of irregularity and a report of findings drawn up by said company before you accept said luggage. If you discover the damage only after delivery, you must, within three days, summon the transport company to draw up a report and/or findings. If the transport company refuses to do so, you must give notice of its protest within three days.

Also, in the event of theft from a motorcar, a report of break-ins that were observed will be drawn up by the police authorities and must be transmitted to the Insurer.

### WHAT ARE THE PROCEDURES IF YOU RECOVER ALL OR ANY PART OF YOUR LUGGAGE OR BELONGINGS?

In that event, you must immediately inform ASSUR TRAVEL by registered letter:

- If we have not yet paid your indemnification, you must repossess said luggage or belongings; we will then be obligated to pay only for deteriorations and we will reimburse any items that might be missing;
- If we have already paid your indemnification, you may opt within 15 days:
  - ✓ either to abandon said luggage or belongings to our benefit, or
  - ✓ repossess said luggage or belongings, and return to us the indemnification you have received, less, if applicable, the part of indemnification representing the damaged or missing items.

If you have not made your choice within 15 days, we will conclude that you opt for abandonment.

## INDIVIDUAL INJURY

### DEFINITIONS SPECIFIC TO THE « INDIVIDUAL INJURY » COVER

#### **Beneficiary (ies)**

The person (s) who receives (receive) from the Insurer the amounts owed for an incident.

In the event of the Insured's death, unless the Insured appoints another person, the amounts are paid to:

- if the Insured is married: his/her spouse, from whom the Insured is not judicially separated on grounds of his/her fault, or divorced, or his/her children born or to be borne, alive or represented, or his/her heirs;
- if the Insured has concluded a civil partnership: his/her partner, or his/her heirs;
- If the Insured is a widow or widower, or is divorced: his/her children, or his/her heirs;
- If the Insured is unmarried: his/her heirs.

In all other circumstances, the amounts are paid to the Insured who is the victim of the injury.

**Any person who intentionally caused or provoked the incident is excluded from coverage.**

## **Bodily injury**

As an exception to the definition given in the Provisions applicable to all covers, a bodily injury consists of any non-intentional bodily injury inflicted on the victim from a sudden action caused by an event beyond the victim's control. As an extension of this definition, pathological manifestations that result directly from such a bodily injury are covered.

### ***Deemed to be Injuries are:***

- Lesions caused by fire, steam jets, acids, corrosive substances, lightning and electrical power;
- Asphyxia by immersion or by inadvertent absorption of gas or steams;
- The consequences of poisoning, and bodily lesions due to inadvertent absorption of toxic or corrosive substances;
- Sunstroke, congestion and freezing following shipwrecks, forced landings, collapses, avalanches, flooding or any other accidental events;
- The direct consequences of animal or insect bites, to the exclusion of diseases such as malaria or sleeping illness, of which the initial cause may be related to such animal or insect bites;
- Lesions that may occur during diving, including those due to an immersion shock or a phenomenon of decompression;
- Bodily lesions resulting from aggressions or attacks on the Insured, unless it is proven that the Insured had actively participated therein as the perpetrator or instigator of such events;
- The physiological consequences of surgery, on the condition that surgery was required by an injury that is covered.

### ***Not deemed to be injuries are:***

- Ruptured aneurysm, myocardial infarction, cerebral embolism, crises of epilepsy and meningeal haemorrhage.

## **Permanent disability**

Definitive presumed damage to the Insured's physical capacities. Its magnitude is calculated by a rate determined by reference to the Social Security scale for disability.

## **WHAT IS THE PURPOSE OF COVERAGE?**

We guarantee payment of the indemnifications defined hereinafter, which are specified, and whose amounts are indicated, in the Table of Covers, in the event of a bodily injury inflicted on the Insured.

## **EXCLUSIONS**

In addition to the exclusions indicated in the "THE GENERAL EXCLUSIONS APPLICABLE TO ALL COVERS" rubric, we do not participate in the following circumstances:

- ◆ Injuries intentionally caused or provoked by the Insured; the consequences of his consummated or attempted suicide; and injuries caused by the use of drugs or narcotics that are not medically prescribed;
- ◆ Injuries that occur when the Insured is the driver of a vehicle or the level of alcohol in his blood exceeds that which is legally accepted in the country where the accident took place;
- ◆ Injuries resulting from the Insured's participation in a fight (except in the case of legitimate self-defence or assistance to a person in danger), duel, offence or criminal act;
- ◆ Injuries occurring during the use, as a pilot or crew member, of a device enabling movements in the air, or during participation in sports with or from such a device;
- ◆ Injuries caused by participation in professional sports, and by participation in any sports -- even as an amateur -- that require the use of motorized mechanical vehicles, whether as a pilot or a passenger. Participation in a sport designates training, tests and participation in sports events or competitions;
- ◆ Injuries caused by a civil or foreign war, whether or not declared;
- ◆ Injuries due to ionizing radiations emitted by nuclear combustions or radioactive products or waste, or caused by arms or devices designed to explode through a modification of the structure of the atom's nucleus.

## **TYPES OF INDEMNIFICATION**

### **DEATH**

If an injury inflicted on the Insured results in his death within 24 months thereof, we guarantee the person, or persons taken as a group, who is (are) designated in the Bulletin as the beneficiary (ies), the payment of a capital amount specified in the Table of Covers.

If, prior to the death, the same injury gave rise to the payment of an indemnification for permanent disability pursuant to the conditions that follow, the capital will be reduced by the amount of that indemnification.

The officially recognized disappearance of the Insured's body during a wreck, or the disappearance or destruction of the means of transport that the Insured was using, will create a presumption of death upon the expiration of one year after the date of the injury.

However, if it is ever found that the Insured is still alive after an indemnification has been paid for his disappearance, the amounts unduly paid in that regard must be fully reimbursed.

#### ***PERMANENT DISABILITY***

When an injury entails permanent disability, we pay the Insured an indemnification, the maximum of which corresponds to the 100% rate of the Social Security scale for disability.

If disability is only partial, the Insured is entitled only to indemnification that is calculated in proportion to the degree of his disability.

Disabilities that are not enumerated are indemnified according to the degree of seriousness compared to that of the situations that are enumerated.

Disability is of a fixed and contractual nature; it is determined pursuant to the aforesaid rules without taking into account the Insured's age or occupation.

The degree of disability will be determined when the definitive consequences of the injury are definitively established and, in any event, upon the expiration of one year after the date of the injury, unless otherwise agreed between the Insured and us.

The death and disability covers are not cumulated if they result from the same injury.

#### ***MULTIPLE DISABILITIES***

When the same injury results in several distinct disabilities, the principal disability is assessed under the conditions specified hereinabove and, then, the other disabilities are successively estimated in proportion to the remaining capacity after the addition of the preceding ones, without the overall rate exceeding 100%.

Complete functional disability of a member or organ is deemed to be a loss of that member or organ.

A loss of members or organs that were out-of-use before the injury does not give rise to any indemnification. If the injury affects a member or organ that was already affected, the indemnification will be determined by the difference between its state prior and subsequent to the injury. Under no circumstance shall the evaluation of lesions consecutive to an injury be increased by the state of disability of members or organs that were not affected by the injury.

Neural disorders and neural lesions may be taken into consideration – insofar as they are the consequences of a covered injury – only if an examination reveals clinical signs that are clearly identified.

**Excess: The permanent disability rate shall exceed 10%.**

#### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?**

In the event of an incident, it is important that we are promptly and completely informed of the circumstances in which it occurred and its possible consequences.

#### ***NECESSARY PROCEDURES AND INFORMATION***

**You, any of your successors-in-interest that may exist, or any representatives acting on your behalf, are required to make a written or verbal claim declaration, with a receipt as proof thereof, to ASSUR TRAVEL within fifteen (15) days and, in any event, on the date on which you or the other aforesaid person becomes aware of the injury.**

**If the claim declaration is not made within the aforesaid time -- except in the event of a fortuity or a situation of *force majeure* -- we may deny you coverage when we are able to establish that the delay in the declaration was prejudicial to us (article L.113-2 of the Insurance Code).**

In addition to such a declaration, we must receive all information regarding the seriousness, causes and circumstances of the incident and, if possible, the names and addresses of the witnesses and perpetrators.

In particular, a claim declaration must indicate:

- the date, circumstances and location of the accident;
- the surname, given name, date of birth, address and occupation of the victim (s);
- the initial medical certificate describing the nature of lesions or injuries, and their probable consequences;
- if such exists, the police or constabulary report, and the names and addresses of the perpetrator of the accident and the possible witnesses.

The victim or his successors-in-interest must extend every effort to limit the consequences of the accident and, in particular, receive medical care that is required due to the state of the victim.

The representatives and physicians that we appoint shall have free access to the victim and his physicians to observe his state, unless such is opposed for good cause. Any intentional false declaration regarding the date or circumstances of an injury, that is duly observed and of such a nature as to prejudice our legitimate interests, entails the loss of the rights to any indemnification, which, if it had already been paid, must be reimbursed.

#### **EXAMINATION**

You are obligated to accept examination by our physicians, and our representatives shall have free access to visit you whenever we deem it necessary, **on pain of you or any Beneficiary losing your rights if, without showing good cause, you refuse to accept an examination by our delegates or prevent the conducting thereof, and, if, after a notice sent forty-eight hours in advance by registered letter, we are confronted with your persistent refusal or are prevented from conducting our examination.**

**Any fraud, reticence or false declaration on your part, or on the part of the person entitled to the indemnification, in order to mislead us regarding the circumstances or consequences of an incident, entails the loss of any right to indemnification for the incident in question.**

### **SETTLEMENT OF INDEMNIFICATIONS**

#### **DETERMINATION OF THE CAUSES AND CONSEQUENCES OF AN INJURY**

The causes and consequences of an Injury and the rate of disability are established by agreement between the parties or, if they disagree thereon, by two physicians appointed by each party. In the event of divergence, the two physicians will appoint a third physician for a final decision. If there is a disagreement on the selection of that third physician, or if a party fails to appoint its expert, said third physician or expert will be appointed by the Presiding Judge of the Regional Court located in the area of the Insured's domicile, without a need for a sworn statement or any other formalities, at the request of the most diligent party.

Each party shall cover the costs and fees of the physician it has retained, with the possible costs of a third physician being shared equally between the parties.

#### **AGGRAVATION INDEPENDENT OF THE ACCIDENTAL EVENT**

Whenever the consequences of an Injury are aggravated by the victim's constitutional state, by a lack of care due to his negligence, by an empirical treatment, by a pre-existing illness or disability, and particularly by a diabetic or haematic condition, the indemnifications owed will be determined according to the consequences that the Injury would have had on an able-bodied person in a normal state of health and subject to a rational treatment.

#### **PAYMENT OF INDEMNIFICATION**

The covered indemnifications are payable:

- In the event of death or permanent disability, within one month following remittance of the documents proving the Insured's accidental death and the Beneficiary's capacity, or the parties' agreement regarding the degree of disability.

- If the parties fail to reach an agreement, the indemnifications will be paid within fifteen days after an enforceable decision rendered by a court.

## DESCRIPTION OF ASSISTANCE COVERS

You are ill or injured or you die during your Stay. We participate in the following circumstances:

### REPATRIATION ASSISTANCE

#### 1/ MEDICAL REPATRIATION AND TRANSPORT

You are ill or injured during your Stay. We organize and cover the costs of your repatriation to your home or a hospital close to your home.

Only the medical requirements are taken into consideration in selecting the date of repatriation, and the modes of transport or the place of hospitalization.

Our medical advisor makes the decision to repatriate you, after the temporarily attending physician and, possibly, the family physician, renders an opinion.

During your repatriation, upon our medical advisor's prescription, we organize and cover the costs of transport of 2 (two) persons to accompany you.

**A refusal of the solution proposed by our medical team results in cancellation of the "assistance to persons" cover.**

#### 2/ REPATRIATION OF 2 ACCOMPANYING PERSONS

You are medically repatriated, or you die during your Stay.

We organize and cover the costs of transport back home, of two persons who accompanied you at the time that the event occurred, if they are unable to return by the means that were initially planned, on the basis of an airline ticket in economy class or a train ticket in 1<sup>st</sup> class.

#### 3/ VISITE OF A RELATIVE

You are hospitalized on the site pursuant to our medical team's decision, before your medical repatriation, for a period of at least 5 consecutive days. We organize and cover the costs of a round trip by air in economy class or by train in 1<sup>st</sup> class, of a relative who resides in the same country as you, as well as the accommodation expenses (room and breakfast) for him or her to visit you.

We cover the relative's accommodation expenses up to the amount indicated in the Table of Covers.

**Food and other expenses are not covered.**

This Close will be able to benefit during its stay from the guarantees "REPATRIATION OR SANITARY TRANSPORT" and "MEDICAL FEES AND HOSPITALIZATION" under this Contract, for a maximum duration of 10 days and up to the limits indicated in the Table of Guarantees.

**The « Visit of a relative » cover does not cumulate with the « Repatriation of accompanying persons » cover.**

#### 4/ EXTENSION OF STAY

Following an illness or an injury during your Stay, you are unable to travel on the date that was initially planned for your return.

We cover the accommodation expenses due to your extension of Stay up to the amount indicated in the Table of Covers.

We also cover your additional costs of transport if your return ticket cannot be used, on the basis of a train ticket in 1<sup>st</sup> class or an airline ticket in economy class.

Only the medical requirements are taken into account in granting this cover.

**Food and other expenses are not covered.**

## **5/ EARLY RETURN**

If you must prematurely interrupt your Stay in the situations enumerated below, we cover your round trip on the basis of a train ticket in 1<sup>st</sup> class or an airline ticket in economy class.

We participate in the event of :

- Hospitalization for the serious illness of a member of your family, a person taking care of your minor and/or handicapped child at your home;
- The death of a member of your family, a person taking care of your minor and/or handicapped child at your home;
- A serious incident affecting your principal residence in your country of residence or your professional premises;

## **6/ COSTS OF SEARCH AND RESCUE**

We cover, up to the amount indicated in the Table of Covers, the costs of search and rescue in the event of an accident or disappearance at sea, in the mountains or in the desert.

Only the expenses billed by a company duly certified for such activities may be reimbursed.

**Under no circumstance do we replace the local emergency relief agencies.**

## **7/ SENDING MEDICINAL PRODUCTS ABROAD**

When travelling outside your country of residence, you are deprived of medicines essential to your health, following a loss or theft. We cover the search for and delivery of this medication, in the event that these drugs or their equivalents recommended by VYV INTERNATIONAL ASSISTANCE doctors cannot be found on site (subject to obtaining from you the contact details of your attending doctor).

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

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

# **MEDICAL AND HOSPITALIZATION EXPENSES**

## **1/ MEDICAL AND HOSPITALIZATION EXPENSES OUTSIDE OF THE COUNTRY OF RESIDENCE**

**The purpose of this coverage is to reimburse, within the limit of expenses that you have actually incurred, all or part of the medical expenses incurred following an unexpected illness or an injury during your private life or during the course of your temporary educational or professional activity.**

**This coverage is subscribed in addition to the cover to which you are entitled with your Health Insurance Agency, or at the 1<sup>st</sup> euro if you are not entitled to that cover.**

**In any event, this coverage cannot exceed the amount of expenses that are actually incurred.**

You are covered for reimbursement of your hospitalization and medical expenses prescribed by any medical authority abroad, following a bodily injury that occurs and is established abroad during your Stay.

**This benefit is no longer in effect from the date on which we are able to repatriate you.**

This reimbursement covers the expenses that are defined below, on the condition that they are for medical care you receive outside of your country of residence, following an illness or injury that occurs outside of your country

of residence. In that event, we reimburse the amount of incurred expenses within the limits of the amounts indicated in the Table of Covers.

This reimbursement covers the expenses that are defined below, on the condition that they are for medical care you receive outside of your country of residence (except derogation provided for in the paragraphs "**MEDICAL AND HOSPITALISATION COSTS IN THE EVENT OF THE INSURED PERSON'S TEMPORARY RETURN TO HIS COUNTRY OF RESIDENCE**") following an illness or injury that occurs outside of your country of residence. In that event, we reimburse the amount of incurred expenses within the limits of the amounts indicated in the Table of Covers.

**Expenses that are accepted due to a covered event:**

- ✓ Medical fees;
- ✓ Medications prescribed by a physician or surgeon;
- ✓ Costs of hospitalization, on the condition that you are deemed unfit for transport by our physicians, after receipt of information from your local physician (the costs of hospitalization incurred from the date on which we are able to repatriate you are not covered);
- ✓ In general, any medical or surgical procedure related to your pathology;
- ✓ The costs of your transport to the nearest hospital if you are physically unable to use public transportation and if they are prescribed by a doctor;
- ✓ The costs of emergency dental care;
- ✓ The costs of physical therapy by a physician up to the amount specified in the Table of Covers;
- ✓ The costs of chiropractic treatment up to the amount specified in the Table of Covers;
- ✓ The costs of alternative medicine up to the amount specified in the Table of Covers.

The maximum amount reimbursed for emergency dental care (natural teeth) is indicated in the Table of Cover. Descaling, checkups and other routine treatments are excluded. We deem dental care that is due solely to an accident that occurred during the contract's period of validity -- not to subsequent deterioration of the teeth -- to be covered only if you also suffer other bodily injuries for which medical or hospital care is required. Crowns, bridges and dental apparatuses are not deemed to be natural teeth.

**EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALIZATION EXPENSES (only abroad)**

We may advance the hospitalization expenses you incur outside of your country of residence, up to the amounts covered as indicated above, under the following cumulative conditions:

- VYV INTERNATIONAL ASSISTANCE physicians, after having received information from the local physician, must determine that it is impossible to immediately repatriate you to your country of residence.
- The treatments for which an advance is to be made must be prescribed with the agreement of VYV INTERNATIONAL ASSISTANCE physicians.
- You or any person authorized by you, must formally, through the signing of a specific document provided by VYV INTERNATIONAL ASSISTANCE upon implementation of this benefit:
  - take the necessary steps with the insurance agencies for coverage of the expenses within 15 days following the date on which VYV INTERNATIONAL ASSISTANCE transmits all of the information necessary for these steps;
  - reimburse VYV INTERNATIONAL ASSISTANCE for the sums you have received from the insurance agencies in that regard within one week thereafter.

Only the expenses that are not covered by the insurance agencies will remain our responsibility up to the amount specified for the "Medical expenses" benefit. You must provide us with a certificate of no-coverage issued by these insurance agencies within one week following the receipt thereof.

**In order to protect our subsequent rights, we reserve the right to ask you or your successors-in-interest for a letter in which you commit to take the necessary steps with the social agencies and reimburse us for the amounts received.**

**If you fail to promptly take those steps with the insurance agencies, or to promptly provide VYV INTERNATIONAL ASSISTANCE with the certificate of no-coverage issued by the insurance agencies, you will**

**not in any circumstance be entitled to the « medical expenses» benefit, and you will be required to reimburse all of the hospitalization expenses advanced by VYV INTERNATIONAL ASSISTANCE, which, if necessary, may take any action to obtain payment at your expense.**

If we advance the funds up to the amounts stated in the Table of Covers, you commit to remit to us the reimbursements you received from the social and contingency agencies within 3 months following the date of the advance.

## **2/ MEDICAL AND HOSPITALISATION COSTS IN THE EVENT OF THE INSURED PERSON'S TEMPORARY RETURN TO HIS COUNTRY OF RESIDENCE**

You return to your country of residence as a result of a medical repatriation organised by us. In this particular case, the guarantee is limited to a maximum 30 days from the date of your arrival in your country of residence.

OR

You return temporarily to your country of residence for a maximum of 30 consecutive days while your holiday period abroad has not expired, in accordance with the dates shown on your policy subscription form.

We can, up to the limit shown in the Table of Benefits, refund you the medical or hospitalisation costs that you incur in your country of residence as a result of a serious illness or insurance event.

The "hospitalisation costs" guarantee applies only to those costs that have been agreed by our medical department, documented by us sending a record number to you or to any person acting on your behalf where your request is considered to be valid.

If you are covered by any health insurance organisations (Social Security or other), we will refund you in addition to these organisations. We will only intervene after the latter have sent these refunds and we have received the original documents showing that the refunds have been paid by these organisations.

If you are no longer covered by the social security and health insurance organisations in your country of residence, we will refund you up to the limit set out in the Table of Benefits for the "MEDICAL AND HOSPITALISATION COSTS" benefit.

However, you must send us the notification(s) of refusal of cover issued by these insurance organisations within a week of receiving them.

**In all cases, an excess, which the amount is indicated in the Table of Guarantees, is applied.**

**This benefit ceases at the latest on the date on which your Policy expires: this date is printed on your policy subscription form.**

### **Costs entitling you to benefit due to a covered event:**

- ✓ General Practitioners and Specialists visits,
- ✓ Pharmacy and nursing costs prescribed by a registered doctor or a surgeon,
- ✓ Medical and surgical hospitalisation costs, including medical and surgical fees and, generally, any medical or surgical treatment linked to your pathology,
- ✓ The cost of ambulances or taxis prescribed by a doctor,
- ✓ Emergency dental treatment as defined in the paragraph "MEDICAL AND HOSPITALISATION COSTS OUTSIDE THE COUNTRY OF RESIDENCE".

## **WHEN DOES THE « MEDICAL AND HOSPITALIZATION EXPENSES» COVER APPLY?**

The covered medical procedures are those that are in the « Expenses that are accepted» paragraph, on the condition that:



- they are prescribed and performed by a competent medical authority;
- they are deemed by said authority to be medically appropriate and indispensable for treating the pathology, in both the quantity and quality thereof;
- they are in conformity with the applicable medical practices as defined in the « DEFINITIONS APPLICABLE TO ALL COVERS » rubric;
- they are rendered at a reasonable cost that is customarily charged for the particular medical treatment in the country where such procedures are performed, with it being specified that, upon request, the manager may provide the costs of reference per country;
- they are performed in priority in the public or government-funded sector when such sectors exist in your country of residence, and are not excluded from the contract;
- the covers taken into account in calculation of the reimbursements are those in effect on the date on which the medical treatment is performed by a medical professional.

### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

#### ➤ **For reimbursement of your medical expenses (apart from hospitalization)**

In order to be reimbursed for your medical expenses (apart from hospitalization), you must provide the following documents to the management department of ASSUR TRAVEL - GAPI:

- ASSUR TRAVEL subscription number and contract n° MGENIB1100272SAN
- Bank identification statement or an eventual procuration,
- Original or digitized invoices for paid medical treatments and the corresponding proofs of payments,
- Original or digitized medical prescriptions,
- The medical claim form duly completed, signed and stamped by the doctor, including any medical reports (hospitalization reports, Specialists visits reports, medical examination reports),
- In case of medical treatment in France: original treatment forms (CERFA documents) and/or medical invoiced paid with the payment receipts or, failing this, the corresponding Social Security slips.
- Any other documents that the Insurer deems necessary.

**For medical expenses under € 500 out of France, you may scan the invoices and send them by email (retain the originals, as you may be asked to provide them in the event of an audit by the Insurer).**

#### ➤ **For an advance of hospitalization expenses**

For an advance of hospitalization expenses, contact VYV INTERNATIONAL ASSISTANCE as soon as possible at 00 33 (0) 5 86 85 00 57.

## ASSISTANCE IN CASE OF EPIDEMIC OR PANDEMIC

### 1/ ACCOMMODATION FEES IN CASE OF QUARANTINE

If you are forced to extend your stay following your quarantine:

- For insured adults: we organize and take in charge the hotel costs (room and breakfast) as well as those of the members of your beneficiary family or of an insured accompanying person, up to a maximum of 80 € TTC per night with a maximum of 14 nights per person.
- For insured minors: **only in agreement with the adult accompanying person with whom the exchanges will directly take place and under the responsibility of the latter, the Assistance platform will find the hotel that will accommodate the young minor.**

**This accompanying person will have been previously designated by the agency or the two legal representatives whose respective agreement will be essential. He/she will also be in charge of the young minor for the duration of his/her quarantine and until his/her departure from the territory.**

We will then take in charge the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured accompanying person, up to a maximum of € 80 including tax per night with a maximum of 14 nights per person

## 2/ PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

In the event of significant trauma following an event related to an epidemic or pandemic, we can put you, at your request, in relation with a psychologist, within the limit of 6 phone interviews per event. These interviews are entirely confidential.

This work of listening is not to be confused with the psychotherapeutic work done in private practice. In no case, due to the physical absence of the caller, this service can replace psychotherapy.

## 3/ IMPOSSIBLE PLANNED RETURN

Your flight has been canceled or your boarding has been refused due to measures taken by the local government or airlines companies to restrict the movement of people in the event of an epidemic or pandemic.

If you are forced to extend your stay:

- For insured adults: we organize and take in charge the hotel costs (room and breakfast) as well as those of the members of your beneficiary family or of an insured accompanying person, up to a maximum of 80 € TTC per night with a maximum of 5 nights per person.
- For insured minors: **only in agreement with the adult accompanying person with whom the exchanges will directly take place and under the responsibility of the latter, the Assistance platform will find the hotel that will accommodate the young minor.**

**This accompanying person will have been previously designated by the agency or the two legal representatives whose respective agreement will be essential. He/she will also be in charge of the young minor for the duration of his quarantine and until his departure from the territory.**

We will then take in charge the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured accompanying person, up to a maximum of € 80 including tax per night with a maximum of 5 nights per person.

If necessary, we also extend the duration of your coverage by a maximum of 6 days.

## 4/ SUPPORT FOR A LOCAL PHONE PLAN

If you are quarantined during a guaranteed trip out of your country of residence, we take care of the costs of a local phone plan, up to a maximum of 80 € including tax.

## 5/ PSYCHOLOGICAL SUPPORT FOLLOWING REPATRIATION

In the event of significant trauma following an event related to an epidemic or pandemic, we can put you, at your request, in relation with a psychologist, within the limit of 6 phone interviews per event. These interviews are entirely confidential.

This work of listening is not to be confused with the psychotherapeutic work done in private practice. In no case, due to the physical absence of the caller, this service can replace psychotherapy.

# DEATH ASSISTANCE

## 1/ REPATRIATION OF BODY

You die during your Stay. We organize the repatriation of your body to the place of the funeral in your country of residence.

In this context, we cover:

- ✓ The costs of transport of the body;
- ✓ The costs related to the embalment procedures imposed by the applicable legislation;
- ✓ The costs that are directly needed for transport of the body (handling, arrangements specific to the transport, conditioning) up to the amount indicated in the Table of Covers.

## 2/ DEATH FORMALITIES

If it is necessary for a member of the family or a relative of the deceased to be present on the site to identify the body and take the steps for its repatriation or incineration, we organize and cover the cost of a round trip by train in 1<sup>st</sup> class or by air in economy class, as well as the accommodation expenses (room and breakfast) incurred by that person up to the amount indicated in the Table of Covers.

**All other costs are to be covered by the person involved.**

This person will be able to benefit from the guarantees " MEDICAL REPATRIATION AND TRANSPORT " and " MEDICAL AND HOSPITALIZATION EXPENSES " under this Contract, for a maximum duration of 8 days and up to the limits indicated in the Table of Covers

## LEGAL ASSISTANCE

### 1/ ADVANCE OF CRIMINAL PENALTIES

During your Stay, you are subject to legal proceedings or imprisonment for unintentional breach of the local laws and regulations or for a failure to comply therewith.

We advance the cost of bail required by the local authorities for your provisional release, up to the amount indicated in the Table of Covers.

We must be reimbursed for that advance within one month following the presentation of your request for coverage. If the authorities of that country reimburse you for the cost of bail prior to the aforesaid time, you must immediately remit it to us.

### 2/ PAYMENT OF LAWYER'S FEES

During your Stay, you are subject to legal proceedings or imprisonment for unintentional breach of the local laws and regulations or for a failure to comply therewith.

We may cover you for the fees of lawyers you may retain if a legal action is pursued against you, up to the amount indicated in the Table of Covers, provided that the alleged facts are unlikely to result in a criminal penalty pursuant to the country's legislation.

**This coverage does not apply to facts related to your occupational activity or the caretaking of a motorized terrestrial vehicle.**

## ASSISTANCE COVER (EXTENSION)

### 1/ MATERNITY COSTS

In addition to the amount provided for under your Policy's "MEDICAL COSTS" cover, we guarantee that we will refund up to 90 % of the maternity costs actually incurred, with a maximum of:

- ✓ 2,000 € per insurance period for costs excluding hospitalisation from the 14<sup>th</sup> week of pregnancy: medical and pharmaceutical costs, medical consultations, ultrasound and laboratory examinations,
- ✓ 6,000 € per insurance period for hospitalisation: refund of the cost of childbirth, private room and other accommodation expenses up to a limit of 12 days.

#### Documents to be provided in the event of an insurance event:

- A copy of the pregnancy declaration before the end of the 14<sup>th</sup> week of pregnancy. The declaration should be certified by the medical document noting that the 1<sup>st</sup> prenatal examination has been carried out and giving the date of this examination.
- The original invoices for the treatment undergone.
- The report on the consultations and examinations carried out.

## WHAT IS NOT COVERED

In addition to the exclusions set out in the section "EXCLUSIONS APPLICABLE TO ALL OUR BENEFITS", we do not intervene in the following:

- ◆ Antenatal sessions,
- ◆ Postnatal rehabilitation sessions,
- ◆ Hospital transport costs,
- ◆ The costs linked to care of the new-born baby and, generally, all costs incurred following discharge from the hospital,
- ◆ Abortions.

## 2 / PSYCHOLOGICAL ILLNESS

In addition to the amount provided for under your Policy's "MEDICAL COSTS" cover, we guarantee that we will refund up to 80 % of consultation fees actually incurred, excluding hospitalisation, if you are suffering from a psychological illness, with a maximum of 1,500 € per insurance period.

By psychological illness we mean a mental, psychic or psychiatric illness, neurosis and nervous depression.

### Documents to be provided in the event of accident:

- The original invoices for the treatment undergone.

## WHAT IS NOT COVERED

In addition to the exclusions set out in the section "EXCLUSIONS APPLICABLE TO ALL OUR BENEFITS", we do not intervene in the following:

- ◆ Pre-existing illnesses.

## **EXCLUSIONS APPLICABLE TO ASSISTANCE COVERS**

In addition to the exclusions indicated in the "EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS" rubric, we do not participate in the following circumstances:

- ◆ Care:
  - Not medically prescribed,
  - Not performed by a relevant medical authority as defined in the Lexicon,
  - Inappropriate for the pathology,
- ◆ Claims due to a non covered event,
- ◆ Trips for the purpose of a diagnosis and/or treatment,
- ◆ Medical and hospitalization expenses in the country of residence.
- ◆ Illnesses existing prior to the effective date of the contract – any ailment of which the Subscriber or the Insured is aware on the date on which the covers take effect,
- ◆ Illnesses for which the Insured received treatment during the preceding 12 months, if they are not cured on the effective date of the contract, except for allergies that remain covered in the event of a relapse,
- ◆ Self-medication and self-treatment,
- ◆ Costs incurred in connection with administrative processes,
- ◆ The absence of risk,
- ◆ Ailments and vaccinations,
- ◆ Health checkups and medical examinations for purposes other than the healing or relief of an illness,
- ◆ Medical care that is not prescribed,
- ◆ Treatment not performed by a competent medical authority,
- ◆ Treatment inappropriate for the pathology,
- ◆ Any control or periodic exam or periodic controls, in connection with contraception,
- ◆ Hormonal treatments, contraceptives and urinary incontinence treatments,

- ◆ Medical examinations related to pregnancy or maternity,
- ◆ Sexually transmitted diseases,
- ◆ Ophthalmologic prescriptions (spectacles and contact lenses),
- ◆ Consequences of
  - Psychiatric, neuropsychiatric or psychological diseases, any expressions requiring a neuropsychiatric treatment, for specifically, the nervous breakdown, the anxiety, the personality and/or behaviour disorders, the fibromyalgia, the eating disorders, the chronic fatigue syndrome,
  - Consumption of non medically prescribed drugs,
- ◆ Treatments and products for weight loss and rejuvenation, and, more generally, all treatments and products for aesthetic satisfaction,
- ◆ Drunkenness, suicide or attempted suicide, and the consequences thereof,
- ◆ Any intentional mutilation by the Beneficiary / Insured,
- ◆ Benign ailments or lesions that cannot be treated on the site and/ or do not prevent the Insured from continuing his trip,
- ◆ States of pregnancy, except in the event of unforeseeable complication, and, in any event, states of pregnancy beyond the 36<sup>th</sup> week, voluntary interruption of pregnancy, and the consequences of childbirth,
- ◆ Convalescences and ailments during treatment, not yet relieved and with a risk of sudden aggravation,
- ◆ Events related to a medical treatment or surgery, that were not foreseeable, fortuitous or accidental,
- ◆ The costs of optical, dental, acoustical and functional prostheses, orthopaedic or orthotic devices, spinal fixation apparatuses, etc.,
- ◆ The costs of thermal cures, aesthetic treatments and vaccinations,
- ◆ The costs of stays in a nursing home,
- ◆ The costs of stays in a rehabilitation centre,
- ◆ Planned hospitalizations,
- ◆ Medical claims for which a prior agreement of the Insurer has not been requested in case of hospitalization,
- ◆ Dental treatments other than emergency dental treatment,
- ◆ Vitamins, minerals, nutritional or dietary supplements, even if they are medically prescribed to obtain therapeutic effect,
- ◆ Costs of organs transplantation not required by a covered accident or illness,
- ◆ Costs of aesthetic or reconstructive surgery,
- ◆ Acne treatments, allergy treatments including allergy tests, with the exception of the first consultation and /or first emergency treatment,
- ◆ Any kind of aesthetic surgeries not consecutive to a covered event,
- ◆ Fertility tests and fertility treatments (male and female), tubal ligation, IFV, Medically-Assisted-Procreation,
- ◆ Premarital examinations,
- ◆ Preventive treatments not consecutive to a covered event,
- ◆ Treatment of insomnia,
- ◆ Vasectomy,
- ◆ Medical practice and treatments that fall into the area of research or experimentation or are not recognized as usual medical practices.

## EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS

We do not participate in the following circumstances:

- ◆ Benefits that were not requested during the trip, or which we did not organize or to which we have not agreed, do not give a retrospective right to a reimbursement or indemnification,
- ◆ Accommodation and meal expenses, except for those specified in the covers,

- ◆ Damage that the Insured has caused intentionally, and damage resulting from his participation in a crime, tort or fight, except for his legitimate self-defence,
- ◆ The amounts of adverse court decisions and the consequences thereof,
- ◆ The use of narcotics or drugs that are not medically prescribed,
- ◆ Alcoholic inebriation,
- ◆ Customs duties costs,
- ◆ Participation in a sports competition or rally giving the right to a national or international classification, which is organized by a sports federation for which a license is granted, as well as training for the purpose of such competitions,
- ◆ Participation in any professional sports, semi-professional sports (for which a remuneration is perceived), or as holder of a licence of any sport federation,
- ◆ Participation in competitions or endurance and speed events, or in their preparatory tests, in any terrestrial, nautical or aerial vehicles,
- ◆ The consequences of a failure to comply with the safety rules applicable to participation in any recreational sports,
- ◆ The costs incurred after return from the trip, or expiration of the cover,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motorized vehicle that is used), aerial sports, high mountain alpinism, bobsledding, hunting of dangerous animals, ice hockey, skeleton bobsledding, combat sports, sports on snow that involve an international, national or regional classification,
- ◆ Participation in any sports in the « Dangerous Sports » category as defined in the « DEFINITIONS APPLICABLE TO ALL COVERS » rubric of this contract;
- ◆ Intentional failure to comply with the regulations of the visited country, or the performance of activities that are not authorized by the local authorities,
- ◆ Official prohibitions, seizures or constraints by the police,
- ◆ The Insured's use of aircraft,
- ◆ The use of military equipment, explosives and firearms,
- ◆ Damage resulting from the Insured's tortious misconduct or negligence in accordance with article L.113-1 of the Insurance Code and article L221-14 of the French Mutual Insurance Companies Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics, pandemics, pollution and natural disasters (unless stated otherwise in the guarantee);
- ◆ Civil or foreign wars, riots, strikes, mass demonstrations, attacks / acts of terrorism (except for the « Early return » cover), and hostage taking,
- ◆ Disintegration of the atomic nucleus or any radiation deriving from a source of energy of a radioactive nature.

Under no circumstance shall the Insurer be liable for a failure to execute its obligations, or for a complication in that regard, which is due to a situation of *force majeure* or events such as civil or foreign wars, riots or mass demonstrations, epidemics, pandemics, lockdowns, strikes, attacks, acts of terrorism, piracies, storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, disintegration of the atomic nucleus, radioactive nuclear effects, effects of pollution or radiation, or any other fortuitous situations or events of *force majeure*, as well as their consequences.

#### PRIVATE CIVIL LIABILITY INSURANCE – Contract 42190225 D.

**Bodily injury, physical damage and consequential loss:** € 305 000 per claim

Including

**Consecutive physical damage and consequential loss with an absolute excess of € 50 per claim:** € 15 250 per claim

#### DEFINITIONS

##### **Bodily injury**

Any bodily injury inflicted on a natural person, and damage resulting therefrom.

**Physical damage**

Any deterioration or destruction of a chattel or substance. Any bodily harm to an animal.

**Consecutive consequential loss**

Any pecuniary damage resulting from deprivation of total or partial enjoyment of a property or right, loss of profit or clientele, or interruption of a service or activity, that is consequential to a covered bodily injury or physical damage.

**Injurious event**

An event that constitutes the cause of damage.

**Absolute excess**

The amount or percentage of indemnification owed by the Insurer that is to be covered by the Insured regardless of the circumstances.

The excess applies per claim regardless of the number of victims. Excesses expressed in percentages apply to the amount of indemnification owed by the Insurer. .

**Accidental pollution**

The emission, dispersion, discharge or deposit of any solid, liquid or gaseous substances released by the atmosphere, soil or water, which does not occur slowly, gradually or progressively, but results from a sudden and unforeseeable event.

**Claim**

Any claim for amicable or contentious redress asserted by the victim of an injury or his successors-in-interest, submitted by the Insured to the Insurer.

**Civil liability**

The legal obligation that is incumbent on any person to redress an injury caused to others.

**Incident**

Any injury or set of injuries inflicted on third parties that engages the Insured's liability, resulting from an injurious event and giving rise to one or more claims. An injurious event is an event that engenders injury. A set of injurious events that have the same technical cause is considered a single injurious event.

**Third party**

Any person other than the Insured.

**Terrestrial motor vehicle**

A device that moves on land (i.e. as opposed to waterborne and airborne vehicles), without being connected to a railway or a self-propelled vehicle, which is used to transport individuals (even if only the driver) or choses.

(By exception, however, are guaranteed, material damage and bodily injury caused by the self-balancing scooters and kick scooters for a maximum amount of € 5,000).

**(However, by exception, are guaranteed material damages and physical injury caused by the gyropodes and scooters for a maximum amount of € 5,000).**

**1. PURPOSE OF COVERAGE**

The Insurer covers the Insured against the pecuniary consequences of civil liability that may be incumbent thereon due to bodily injuries and consecutive physical damage and consequential losses inflicted on third parties during his/her private life.

The term "private life" life refers to any non-occupational activity.

**Defence****a. Conducting of lawsuits**

For injuries that fall under coverage and within the limit thereof, the Insurer alone conducts the defence of any lawsuit initiated against the Insured and has the right to pursue any legal course of action.

The Insurer covers the fees and costs of enquiry, investigation and lawyers, as well as the costs of the proceedings. Said costs and fees are credited against the amount that is covered.

The fact that the Insurer conducts the Insured's defence is not deemed to constitute a waiver of the Insurer's right to invoke any exception of coverage of which it had no knowledge at the time when it took charge of such defence.

In the event of a criminal lawsuit in which civil interests are or will be sought in the context of that proceeding or in any subsequent proceeding, the Insured commits to involve the Insurer in his/her defence, without that commitment changing the extent of coverage of the present contract.

**On pain of forfeiture, the Insured shall not interfere with the conducting of the lawsuit when it involves "Private Civil Liability".**

#### **b. Settlement**

Only the Insurer is entitled to reach a settlement with the injured persons, within the limit of its coverage.

**Any settlement or acknowledgement of liability that occurs without the participation of the Insurer has no validity vis-à-vis the Insurer.**

However, the admission of a physical act related to, or merely the fact of having given a victim, help in an emergency that consisted of the kind of assistance that any person has the moral duty to give, is not deemed to be an acknowledgement of liability.

## 2. EXCLUSIONS

Excluded from coverage are:

- ◆ The consequences of the Insured's intentional misconduct.
- ◆ Damage caused by civil or foreign wars, whether or not declared, riots, mass demonstrations, acts of terrorism, attacks or sabotage.
- ◆ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters.
- ◆ Damage rendered inevitable by the Insured's voluntary act, which deprives the insurance contract of its aleatory character covering uncertain events (article 1964 of the Civil Code)
- ◆ Fines or any other criminal sanctions inflicted personally on the Insured.
- ◆ Damage or aggravation of damage caused by:
  - weapons or devices intended to explode through modification of the structure of the atom's nucleus,
  - any nuclear fuels or radioactive products or waste
  - any sources of ionizing radiation (particularly any radio-isotopes).
- ◆ The consequences of asbestos or lead present in buildings or structures owned or occupied by the Insured; work related to the search, destruction or neutralization of asbestos or lead; or the use of products containing asbestos or lead.
- ◆ The consequences of contractual commitments accepted by the Insured, the effect of which aggravate the liability that would have been incumbent on him/hem if said commitments had not been made.
- ◆ In the United States and Canada:
  - Punitive or exemplary damages
  - Pollution damage.
- ◆ Damage defined in article L. 211-1 of the Insurance Code regarding mandatory insurance covering damage caused by terrestrial motor vehicles (except gyropodes and scooters) or their trailers or semi-trailers, that the Insured owns or uses, or which is put under his/her care, (including damage imputable to, or caused by the falling of, accessories and products that serve utilization of the vehicle, as well as the objects and substances that it carries).
- ◆ Consecutive physical damage and consequential loss caused by a fire, explosion or flooding in buildings that the Insured owns, lets or occupies.
- ◆ Thefts committed in buildings cited in the aforesaid exclusion.
- ◆ Consecutive physical damage (other than damage specified in the preceding exclusions) and consequential loss caused to assets that are under the Insured's care or which the Insurer uses or stores.
- ◆ The consequences of aerial, maritime, river or lake navigation by means of equipment that the Insured owns or uses, or are under his/her care.
- ◆ Damage caused by weapons or their ammunition, the possession of which is prohibited, and which the Insured possesses or holds without a prefectural authorization.
- ◆ Damage subject to mandatory insurance and resulting from hunting.



- ◆ **Damage caused by animals other than pets.**
- ◆ **Damage caused by dogs of the first category (attack dogs) and the second category (watchdogs and defence dogs), defined in article 211-1 of the Rural Code, and by animals that are wild, tamed or kept in captivity, indicated in article 212-1 of the Rural Code, whether or not stray, that the Insured owns or which are put under his/her care (Act n° 99-5 of 6 January 1999 regarding dangerous and stray animals and the protection of animals).**
- ◆ **The consequences of:**
  - **the organization of sports competitions;**
  - **participation in sports as a holder of a license of a sports federation;**
  - **participation in aerial or nautical sports.**

### **3. PERIOD OF COVERAGE**

The Insured is hereby covered against the pecuniary consequences of incidents caused by an injurious event that occurs between the initial effective date of coverage and the date on which it is terminated or expires, regardless of the other elements that constitute the incident (article L. 124-5 of the Insurance Code).

### **4. AMOUNT OF COVERAGE**

The amounts of coverage per claim constitute the limit of the Insurer's commitments for all of the claims regarding the same injurious event.

The date of the incident is that of the injurious event. The conditions and amounts of coverage are those that apply on that date.

### **5. WHAT TO DO IN THE EVENT OF AN INCIDENT**

On pain of forfeiture, the Insured must declare his/her claim within 5 business days following the incident, at ASSUR TRAVEL, which will transmit the declaration to the Insurer for its management.

### **6. LEGAL INFORMATION**

#### **INSURER :**

The contract is subscribed through the **Special Lines Group** for the account of:

**Groupama Rhône-Alpes Auvergne**, Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne, at 50 rue de Saint-Cyr - 69251 Lyon cedex 09 – Registration n° 779 838 366 000 28; Company governed by the Insurance Code and subject to the Supervisory and Resolution Authority at **4, place de Budapest – CS 92 459 – 75 436 in Paris Cedex 9.**

### **PROCESSING OF CLAIMS:**

In the event of difficulty, the Subscriber consults with the Broker through which the contract is subscribed. If its response is not satisfactory, the Subscriber may submit his/her claim to Special Line Group's « Claims» department:

- By post:  
**Special Lines Group – Claim Department**  
**6-8 rue Jean Jaurès - 92800 PUTEAUX**
- By email: [reclamations@groupespeciallines.fr](mailto:reclamations@groupespeciallines.fr)

If the response regarding the claim is unsatisfactory, the Subscriber may contact Groupama Rhône-Alpes Auvergne's « Claims » department:

- By post:  
**Groupama Rhône-Alpes Auvergne  
Consumer Department  
TSA 70019 – 69252 LYON CEDEX 09**
- By email : [Service-consommateurs@groupama-ra.com](mailto:Service-consommateurs@groupama-ra.com)

Finally, if there is still a disagreement regarding the position taken or the solution proposed, the Subscriber may refer the matter to Insurance Mediation:

- By letter:  
**Médiation de l'Assurance  
TSA 50110  
75441 PARIS CEDEX 09**
- By internet on the [www.mediation-assurance.org](http://www.mediation-assurance.org) site

#### **SUPERVISORY AUTHORITY:**

In accordance with the Insurance Code (Article L. 112-4), it is specified that the Supervisory Authority of the SPECIAL LINES GROUP and GROUPAMA is **ACPR, 4, place de Budapest – CS 92 459 – 75 436 in Paris Cedex 9.**