



TERMS & CONDITIONS
“STUDY WORK AND TRAVEL”
With full epidemics coverage

POLICIES No.MGENIB1100261SAN-E
& No.6058



TERMS & CONDITION "STUDY WORK AND TRAVEL"
With full epidemics coverage
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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**

HOW TO CONTACT OUR ASSISTANCE SERVICE

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

- **by telephone from France: 05.86.85.00.70** (*no call surcharge, cost according to operator, call may be recorded*)
- **by telephone from abroad: + 33.5.86.85.00.70** (*no call surcharge, cost according to operator, call may be recorded*)
- **by e-mail: ops@vyv-ia.com**

To help us provide the best possible service, please have the following information to hand. We will ask you for it when you call:

- Your policy number,
- Your name and first name,
- Your home address,
- The country, city or locality in which you are situated at the time of the call,
- Give the exact address (no., street, hotel if relevant, etc.),
- The telephone number at which we can contact you,
- The nature of your problem.

TO OBTAIN A REFUND OF YOUR MEDICAL COSTS (excluding hospitalisation)

GAPI - SERVICE TRAVEL ZEN
ZA Actiburo – 99, rue Parmentier – 59650 VILLENEUVE D'ASCQ

Monday to Friday, 9am to 12.30pm and 1.30pm to 6pm

- **by telephone from France: 03.74.45.43.05** (*no call surcharge, cost according to operator, call may be recorded*)
- **by telephone from abroad: +33.3.74.45.43.05** (*no call surcharge, cost according to operator, call may be recorded*)
- **by e-mail: medical@gapigestion.com**

To obtain a refund of your medical costs (not leading to hospitalisation), please provide the ASSUR TRAVEL - GAPI administration department with the following documents:

- Policy number,
- Bank Identification Data (only for the 1st 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 costs under 500 € out of France, please scan the invoices and send them to us by e-mail (keep the originals: you may be asked for them if the Insurer carries out a check).

HOW TO CONTACT OUR INSURANCE DEPARTMENT

**ASSUR TRAVEL – SERVICE TRAVEL ZEN
ZA Actiburo – 99, rue Parmentier – 59650 VILLENEUVE D’ASCQ**

Monday to Friday, 9am to 12.30pm and 1.30pm to 6pm

- **by telephone from France: 03.74.45.43.05** (*no call surcharge, cost according to operator, call may be recorded*)
- **by telephone from abroad: +33.3.74.45.43.05** (*no call surcharge, cost according to operator, call may be recorded*)
- **by e-mail: travelzen@assur-travel.com**

Please have the following information to hand. We will ask you for it when you call:

- Your policy number,
- Your name and first name,
- Your home address,
- The reason for your claim

All claims must be in writing.

TABLE OF BENEFITS

INSURANCE COVER	BENEFIT LIMITS
FLIGHT DELAY (A)	
✓ 6 to 12-hour delay (A1)	30 € (A1)
✓ 12 to 18-hour delay (A2)	60 € (A2)
✓ 18 to 24-hour delay (A3)	90 € (A3)
✓ More than 24-hours' delay (A4)	120 € (A4)
✓ Delay caused by airline overbooking (A5)	30 € (A5)
✓ Missed connection (A6)	60 € (A6)
LUGGAGE (B)	
✓ In the event of destruction, theft and loss (B1)	1 500 € (B1)
Including objects of value	150 € maximum
Including laptop computers and mobile telephones	150 € maximum
Including theft from inside a regular vehicle or converted vehicle	500 € per claim maximum
Excess	30 € per person
✓ Delivery delay (more than 24 hours) (B2)	90 € per person (B2)
CURTAILMENT OF LESSONS (C)	
✓ Refund in proportion to the cost of the curtailed lessons	230 €
DAMAGE TO SCHOOL AND HOST FAMILY POSSESSIONS (D)	
✓ Damage to school / family possessions	500 € / Excess 100 €
✓ Material damage caused during the internship	6 000 € / Excess 100 € per claim
INDIVIDUAL ACCIDENT (E)	
✓ Accidental death (E1)	12 500 € (E1)
✓ Permanent total disablement following an accident (E2)	12 500 €, <i>may be reduced for permanent partial disablement in accordance with the Social Security Occupational Accidents scale for disability levels superior to 10.</i>

ASSISTANCE COVER	BENEFIT LIMITS
REPATRIATION ASSISTANCE (F)	
<ul style="list-style-type: none"> ✓ Repatriation for health reasons (F1) ✓ Repatriation of 2 accompanying persons (F2) ✓ Visit by a close relation (F3) ✓ Extension of stay (F4) ✓ Early return (F5) 	<p>Actual costs (F1)</p> <p>Actual costs (F2)</p> <p>Return transport ticket * + Hotel expenses 42 € per night with a maximum of 10 nights (F3)</p> <p>Transport ticket* + Hotel expenses 42 € per night with a maximum of 10 nights (F4)</p> <p>Return transport ticket * (F5)</p>
MEDICAL COSTS (G)	
<ul style="list-style-type: none"> ✓ Medical costs outside the country of residence (G1) <ul style="list-style-type: none"> - Including costs of physical therapy prescribed by a physician - Including costs of chiropractic treatment - Including costs of alternative therapies - Emergency dental treatment - Dental treatment following an accident ✓ Medical costs if the Insured Person returns temporarily to his country of residence (maximum 30-day cover period) (G2) <ul style="list-style-type: none"> - Emergency dental treatment ✓ Telemedicine 	<p>200 000 € per event (G1)</p> <p>Maximum of 10 sessions</p> <p>Maximum of 5 sessions</p> <p>Maximum of 3 sessions and € 50/session</p> <p>150 € maximum per person</p> <p>350 € maximum per person</p> <p>15 000 € per event (G2)</p> <p>60 € per person</p> <p>Included</p>
DEATH ASSISTANCE (H)	
<ul style="list-style-type: none"> ✓ Body repatriation (H1) ✓ Funeral expenses required for the transport (H2) ✓ Death formalities (H3) 	<p>Actual costs (H1)</p> <p>Actual costs (H2)</p> <p>Return transport ticket* + Hotel expenses 80 € per night with a maximum of 8 nights (H3)</p>
ASSISTANCE IN CASE OF EPIDEMIC OR PANDEMIC (I)	
<ul style="list-style-type: none"> ✓ Accommodation fees in case of quarantine (I1) ✓ Psychological support following quarantine (I2) ✓ Impossible Planned return (I3) ✓ Support for a local phone plan (I4) ✓ Psychological support following repatriation (I5) 	<p>€ 80 per night for 14 nights per person (I1)</p> <p>6 interviews per event (I2)</p> <p>Accommodation costs: € 80 per night for 5 nights per person + extension of guarantees for 6 days if necessary (I3)</p> <p>Up to € 80 (I4)</p> <p>6 interviews per event (I5)</p>
UNFORESEEN EVENT ASSISTANCE (J)	
<ul style="list-style-type: none"> ✓ Sending medication abroad (J1) 	<p>Shipping costs (J1)</p>
ADDITIONAL SERVICES (K)	
<ul style="list-style-type: none"> ✓ General information prior to the trip (K1) ✓ Sending urgent messages, translation service (K2) 	<p>Included (K1)</p> <p>Included (K2)</p>

* by train (1st class) or scheduled flight (economy class).

WINTER AND RISK SPORTS (L)

✓ Coverage under the policy for any guaranteed event while practising a winter or risk sport as defined in the section "DEFINITIONS COMMON TO ALL BENEFITS" in this Policy. (L)	Covered (L)
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OPTIONAL INSURANCE COVER:

INSURANCE COVER	BENEFIT LIMITS
TRAVEL CANCELLATION (M) - OPTION	
✓ Travel cancellation (M1) <ul style="list-style-type: none"> • For medical reason, including for illness declared in the month preceding departure in the event of an epidemic or pandemic • Cancellation for other named reasons (see details in the guarantee) • Cancellation in the event of an epidemic or a pandemic: <ul style="list-style-type: none"> - Cancellation in the event that you are designated as a close contact within 14 days prior to departure - No presentation of the PCR test to travel within the required timeframe - Cancellation for denied boarding following a temperature measurement or the positive result of a PCR and / or antigen test on your arrival at the departure airport - Cancellation in case of absence of vaccination 	10 000 € (M1) without deductible without deductible Deductible: 15% of the amount of the claim with a minimum of € 50 per person
✓ Missed departure (M2)	500 € (M2)
TRAVEL CURTAILMENT (N) - OPTION	
✓ Ticket / Accommodation (N1)	40 € per day with a maximum of 500 € (N1)
✓ Tuition fees (N2)	40 € per day with a maximum of 500 € (N2)

COVER EXTENSIONS:

COVER EXTENSION (O)	
✓ Maternity costs (O1)	OPTION – See details in the guarantee
✓ Psychological illness (O2)	

GENERAL POLICY PROVISIONS

You are covered by this Policy for any guaranteed event that may occur while practising a winter or risk sport as defined in the section “DEFINITIONS COMMON TO ALL BENEFITS” in this Policy.

N.B. “Hazardous sports” as defined in the section “DEFINITIONS COMMON TO ALL BENEFITS” in this Policy are never covered by this Policy; please read your Policy’s General Exclusions carefully.

DEFINITIONS COMMON TO ALL BENEFITS

The terms defined below will have the following meaning between the parties (unless there is a definition specific to the guarantee):

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.

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 2nd 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° MGENIB1100261SAN-E):

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.

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).

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.

Traditional sports: Activities COVERED

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

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.

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.

We organize

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

We take care of

We finance the service.

GEOGRAPHICAL SCOPE OF THE POLICY

The cover taken out under this Policy applies to the region chosen when paying the premium:

- ✓ Either in Europe,
- ✓ Or worldwide.

N.B. Insured Persons are not covered in their Country of Residence apart from a maximum period of 30 consecutive days and on the condition that they return 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 in force for this type of policy, is payable in cash by the person taking out the Policy prior to the commencement of the risk.

If the premium is not paid prior to the commencement of the risk, the Policy will be considered to be null and void and no benefits will be paid.

The Premium will not be refunded if the Insured ends his/her trip or stay earlier than planned.

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

You may take out this Policy (excluding the “TRIP CANCELLATION / TRIP CURTAILMENT option), 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 POLICY

Subject to payment of the premium, cover is valid for the period indicated in the application form. Cover begins to apply:

- For the “TRIP CANCELLATION” and “MISSED DEPARTURE” guarantees if this option has been taken out: from the date on which the trip was purchased or booked. The guarantees expire at the moment of departure of the meeting point indicated by the transport company (plane, train, boat), or, in the case of a rental, when the keys are handed over.
- For the other Policy guarantees: from the moment you leave your place of residence to go to your travel destination and ends either on your return to your place of residence, or on the Policy expiry date, whichever event occurs first.

The Policy start date and period must match the actual dates of your stay. The Policy will be extended automatically at no extra charge if you cannot end your stay on the planned date due to illness or an accident; this extension ceases when you are able to return to your place of residence and is valid for a maximum of 30 days. This extension is only valid if you purchased a return ticket before setting out on your journey.

Note: This Policy is taken out for a minimum of one week and a maximum of 12 months. However, the Policy may be extended beyond the guarantee expiry date, under the same terms as the initial Policy, subject to the Insurer’s agreement and the payment in full of the corresponding premium.

WITHDRAWAL PERIOD FOR POLICIES TAKEN OUT AT A DISTANCE

Policy with a duration of less than 1 month

In accordance with decree no. 2005-648 of 6 June 2005 relating to the distance selling of financial services and article L.112-2-1-II-3° of the Insurance Code and article L221-18 of the French Mutual Insurance Companies Code, no right of withdrawal will apply to travel or luggage insurance policies with a duration of less than 1 month.

Policy with a duration of more than 1 month

The Insured Person will have the right to withdraw within 14 calendar days of the date on which the Policy was issued, with no deduction of costs or penalties. This right does not apply if the Insured Person makes a claim guaranteed by the Insurer during this 14- day period.

The withdrawal letter used to exercise this right, a model of which is set out below, should be sent by post or any other durable medium to the Insurer or Broker – KINOUSASSUR 17 AVENUE JEANNE D’ARC 94110 ARCUEIL.

Proposed letter to use to exercise your right of withdrawal

“I, the undersigned, Mr. / Mrs. residing at wish to withdraw from Insurance Policy no. I certify that, on the date on which this letter is sent, I have no knowledge of any insurance event that might activate one of the Policy guarantees”.

Consequences of withdrawal

If the Insured Person exercises his right of withdrawal within the above-mentioned period, the Policy will be cancelled from the date on which your withdrawal request is received. He will then be refunded the premium that he paid, with no deduction of costs or penalties, within 30 days of the date on which he exercised his right of withdrawal, unless an insurance event has occurred prior to the exercise of the right of withdrawal.

CALCULATING BENEFITS

While the benefit can only be determined by mutual agreement, it is assessed via an amicable assessment process, subject to our respective rights.

Each of us chooses an assessor. If the assessors cannot reach an agreement, they call on a third assessor and all three work together on a majority vote basis.

If one of us fails to appoint an assessor or if the two assessors fail to agree on the choice of a third, the appointment will be made by the Presiding High Court Judge, ruling in chambers. Each of the parties will cover its assessor's expenses and fees and, where relevant, half those of the third assessor.

COMPENSATION DEADLINE

Settlement should take place within 2 weeks of the date on which an agreement is reached between us or of the date of notification of the judicial enforcement ruling.

DISHONEST STATEMENTS

- **Relating to the risk to be covered**

Any intentional concealment or dishonest statement and any unintentional omission or inaccurate statement on your part relating to the risk to be covered is punishable under the terms of articles L.113-8 and L.113-9 of the Insurance Code and articles L.221-14 and L.221-15 of the French Mutual Insurance Companies Code, taking into account the collective nature of the Policy.

- **At the time of the insurance event**

Any intentional fraud, concealment or dishonest statement on your part concerning the circumstances or consequences of an insurance event will lead to the loss of all rights to benefits or compensation for this insurance event.

ARRANGEMENTS 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.

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. If you disagree with or are dissatisfied with the way in which the assistance guarantees in your policy are implemented, please contact VYV INTERNATIONAL ASSISTANCE, by calling +33 (0)5.86.85.00.70 (call not surcharged, cost according to operator, and may be recorded), or by writing to contact@vyv-ia.fr.

If you are not happy with the response you receive, please write to:

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

VYV INTERNATIONAL ASSISTANCE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within a maximum of 2 months.

If the disagreement persists, you have the right to seek Insurance Mediation:

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

3. If you disagree with or are dissatisfied with the way in which the assistance guarantees in your policy are implemented, please contact ASSUR TRAVEL on le +33.3.74.45.43.05 or write to travelzen@assur-travel.com.

If you are not happy with the response you receive, please write to:

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

MUTUAIDE ASSISTANCE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within a maximum of 2 months.

If the disagreement persists, you have the right to seek Insurance Mediation:

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

DATA COLLECTION

The Insured recognises being informed that the Insurer processes his personal information in accordance with regulations on the protection of personal information which are in effect and that, in addition:

- The answers to the questions asked are mandatory and that, in case of false statements or omissions, the consequences for him may be invalidity of his enrolment in the contract (article L 113-8 of the Insurance Code) or reduction of the indemnities (article L 113-9 of the Insurance Code),
- The processing of personal information is necessary for enrolment and execution of his contract and its guarantees, for management of the commercial and contractual relationships, and to satisfy legal, regulatory and administrative provisions in effect.
- The data collected and processed are kept for the duration necessary for fulfilment of the contract or the legal obligation. This data is then archived in accordance with the durations specified by provisions related to time limits.
- The recipients of the data concerning him are, within the limits of their duties, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers, within the framework of carrying out their assignments.

They may also be sent to professional bodies as well as to all persons involved in the contract, such as lawyers, insurance adjusters, court officers and ministerial officers, guardians and investigators.

Information relating to him may also be sent to the Subscriber, as well as to all persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and supervisory authorities and any public bodies authorised to receive it as well as to the services in charge of control such as statutory auditors, auditors and departments in charge of internal control).

- As a financial institution, the Insurer is subject to legal obligations resulting mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it performs monitoring of contracts which could result in establishment of a declaration of suspicion or a measure of freezing of assets.

Data and documents relating to the Insured are retained for a period of five (5) years from the termination of the contract or termination of the relationship.

- Personal information may also be used as part of handling related to the fight against fraud which may result, if applicable, in placement on a list of people presenting a risk of fraud.

Placement on this list may have the effect of increasing the time necessary to examine his case, or of reduction or refusal of a right, benefit, contract or service.

Within this context, his personal information (or concerning the persons who are parties to or concerned by the contract) may be processed by any authorised person intervening within the entities of the Insurer Group in the fight against fraud. This information may also be sent to the authorised staff of organisations directly affected by fraud (other insurance organisations or intermediaries, judicial authorities, mediators, arbitrators, legal assistants, departmental officers, third-party organisations authorised by a legal provision and, where applicable). appropriate, victims of fraud or their representatives).

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

For persons placed on a list of presumed fraudsters, the data concerning them are suppressed 5 years following the date of placement on this list.

- As an insurer, it is entitled to carry out data processing relating to offenses, convictions and security measures either at the time of the subscription to the contract, during the effective period of the contract, or within the framework of handling a dispute.
- Personal information may also be used by the Insurer within the framework of processing that it does for the purposes of research and development to improve the quality or relevance of its future insurance products and / or assistance and service offers.
- His personal information may be accessible to certain employees or service providers, located in countries outside the European Union.
- By providing proof of his identity, the Insured has the right to access, rectify, eliminate and object to the information processed. He also has the right to request to limit the use of his information when it is no longer needed, or to recover the data he provided, in a structured format, when it is necessary for the contract or when he has approved use of this information.

He has a right to provide instructions regarding what will be done with his personal information after his death. These instructions, general or specific, concern retention, elimination and communication of his data after his demise.

These rights may be exercised with the Insurer's Representative for 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 or 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 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.

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

LAW AND LANGUAGES APPLICABLE

This contract is governed by the French law. The contracting parties hereby submit to the jurisdiction of the French Courts and renounce any procedure in any other country.

OTHER INSURANCE

In accordance with the provisions of article L 121-4 of the Insurance Code, when other insurance policies are contracted without fraud, each one of them will produce its effects within the limits of the policy guarantees and in compliance with the provisions of article L 121-1 of the Insurance Code and article L224-9 of the French Mutual Insurance Companies Code.

SUBROGATION

Having paid you compensation, we are subrogated in the rights and actions that you exercise and instigate against third parties responsible for the insurance event, as provided for 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 the compensation we have paid you or the services we have provided.

PRESCRIPTION

In application of article L 114-1 of the Insurance Code and article L221-11 of the French Mutual Insurance Companies Code, any right to take action arising out of this policy will expire two years after the event that gave rise to it.

However, this period will not start to run:

- in the event of concealment, omission or dishonest or inaccurate statement concerning the risk incurred, until the day on which the Insurer is made aware of it;
- in the event of an insurance event, until the day on which the parties concerned are made aware of it, if they can prove that they were unaware of it until that moment.

When the Insured Person's action against the Insurer is due to a third-party claim, the prescription period will not start to run until the day on which the third party has instigated legal proceedings against the Insured Person or has been compensated by the latter.

The prescription period may be suspended, in accordance with article L 114-2 of the Insurance Code and articles L221-11 & L221-12 of the French Mutual Insurance Companies Code, by one of the following ordinary reasons for suspension:

- the recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in chambers, until the proceedings are terminated. The same applies if the claim is taken to an incompetent court or if the court submission document is cancelled due to a procedural irregularity (articles 2241 and 2242 of the Civil Code). The suspension is cancelled if the petitioner abandons his claim or allows it to expire, or if his claim is definitively rejected (article 2243 of the Civil Code);
- an interim measure taken in application of the Civil Enforcement Procedures Code or an enforcement measure (article 2244 of the Civil Code).

Please note that:

A service of process issued to one of the joint debtors by a legal claim or enforcement measure or the recognition by the debtor of the right of the person against whom he was prescribing suspends the prescription period for all the others, even their heirs.

However, a service of process issued to one of the heirs of a joint debtor or the recognition by the heir will not suspend the prescription period for all the other heirs, even in the event of a mortgage debt, if the obligation is divisible. This service of process or recognition will suspend the prescription period for all the other co-debtors only for the portion for which the heir is bound.

Suspension of the prescription period for the whole, with regard to the other co-debtors, requires a service of process issued to all the heirs of the deceased debtor or recognition by all the heirs (article 2245 of the Civil Code).

A service of process issued to the principal debtor or his recognition suspends the prescription period against the surety (article 2246 of the Civil Code).

The prescription period may also be suspended by:

- the appointment of an assessor following an insurance event;
- the sending of a letter by recorded delivery (sent by the Insurer to the Insured Person concerning a demand for payment of the premium and sent by the Insured Person to the Insurer concerning the settlement of compensation for the insurance event).

APPLICABLE LAW AND ARRANGEMENTS FOR SETTLING DISPUTES

This contract is governed exclusively by French law. Any disputes arising out of it that cannot be settled amicably will be referred to the exclusive jurisdiction of the French courts.

THE INSURER'S SUPERVISORY AUTHORITY

The authority responsible for supervising the Insurer is the "Autorité de Contrôle Prudentiel et de Résolution" (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

DESCRIPTION OF THE INSURANCE BENEFITS

FLIGHT DELAY

1/ FLIGHT DELAYS

If you have suffered a delay on arrival of 6 hours or more on a scheduled flight for which the timings are published, we will refund you, up to the limit shown in the Table of Benefits, the expenses you have incurred that are the consequence of the delay (transport, accommodation, meals).

Benefits may be cumulative if you suffer delays on the outward and return flights.

2/ FLIGHT DELAYS CAUSED BY OVERBOOKING ON THE AIRLINE'S PART

If the airline has sold more seats than are available on a scheduled flight and you are consequently unable to board within a period of less than 6 hours, we will refund you the cost of the basic necessities that you have incurred (those things that are essential while you wait for another flight : transport, accommodation, meals), up to the limit shown in the Table of Benefits and on presentation of the original invoices.

3/ MISSED FLIGHT CONNECTIONS

If the scheduled flight is delayed for more than 6 hours due to a technical or meteorological problem, natural disaster, intervention by the authorities or terrorist act (hostage-taking, hi-jack...), we will refund you the cost of the basic necessities that you have incurred (those things that are essential while you wait for another flight), up to the limit shown in the Table of Benefits and on presentation of the original invoices.

THE CONDITIONS FOR GRANTING BENEFITS

The benefit is acquired as long as you have completed the guaranteed flight or alternative flight.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INSURANCE EVENT?

You must inform both the Insurer and the travel supplier within 5 days of the day on which insurance event occurred, otherwise you will forfeit your claim.

You must:

- Obtain a statement from the airline with which you are travelling, confirming the delay,
- Send us a list of the expenses you have incurred, along with the original corresponding invoices,
- Inform us by letter within 15 working days of your return to your place of residence. Beyond this period, we reserve the right to declare the guarantee null and void.

The statement should include: the name of the airport, the flight number, the arrival date and time initially scheduled, the actual arrival date and time and the **reason for the delay**.

WHAT IS NOT COVERED

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

- ◆ a state of civil war or foreign war in the country of departure, transfer or arrival of the guaranteed flight,
- ◆ your refusal to board the flight initially scheduled by the accredited body,
- ◆ if, for any reason, you miss the flight for which your booking was confirmed, you are refused admission to the aircraft due to your failure to check yourself or your luggage in and/or arrive at the boarding gate on time.

It is our responsibility to prove that the flight delay was caused by one of the events set out above, except for foreign war, where, in application of the provisions of the French Insurance Code, it is your responsibility to prove that the flight delay was caused by an event other than a foreign war event.

LUGGAGE

We will guarantee the luggage and personal objects and effects that you take with you or purchase during your trip, outside your main or secondary place of residence and tourist accommodation, up to the amount specified in the Table of Benefits, 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.

LUGGAGE DELIVERY DELAY

If your personal luggage is not handed over to you at the destination airport (outward journey) and is returned to you after more than 24 hours, we will refund you, on presentation of the supporting invoices, the cost of basic necessities up to the amount shown in the Table of Benefits.

However, you cannot combine this benefit with the other LUGGAGE guarantee benefits.

WHAT ARE THE LIMITS TO OUR GUARANTEE?

The refund value for objects of value may in no circumstances exceed the amount shown in the Table of Benefits.

Compensation for laptop computers and mobile telephones may in no circumstances exceed the limit shown in the Table of Benefits.

The items listed above are only guaranteed against evident theft that has been duly declared as such to a competent authority (police, gendarmerie, transport company, flight steward, etc...).

- Jewellery theft is guaranteed ONLY when the items are placed in a safety deposit box or are carried by you.
- The theft of any sound and/or image reproduction device and its accessories is guaranteed ONLY when the items are placed in a safety deposit box or are carried by you.

If you use a private car or a converted vehicle, the risk of theft is covered on the condition that your luggage and personal effects are stored out of sight in the locked boot of the vehicle. Only theft by breaking and entering is covered.

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

In all cases, if the theft occurs on board a vehicle, compensation will be limited to the amount shown in the Table of Benefits.

WHAT IS NOT COVERED

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

1) EXCLUDED CIRCUMSTANCES

- ◆ The theft of luggage, personal objects and effects left unsupervised in a public place, hotel and youth hostel, or stored on premises shared by several people;
- ◆ The theft of any sound and/or image reproduction device and its accessories when they have not been placed in a locked safety deposit box when they are not being carried by you, which in fact implies that these devices are not guaranteed when they are entrusted to a transport company of any kind (air, sea, rail, road, etc.);
- ◆ Oversight, loss (except by a transport company), exchange;
- ◆ Theft without breaking and entering duly certified and recorded by an authority (police gendarmerie, transport company, flight steward, etc...);
- ◆ Accidental damage caused by the spillage of liquids, fats or colouring/corrosive agents contained in your luggage;
- ◆ Confiscation of property by the authorities (customs, police);
- ◆ Damage caused by mites and/or rodents and burn-marks caused by cigarettes or a non-incandescent heat source;

- ◆ Damage linked to wear and tear, depreciation, mechanical or electrical faults, any cleaning, decontamination or retouching process, atmospheric or climatological circumstances or any cause that occurs gradually,
- ◆ Theft in a convertible car and in any vehicle that does not have a trunk (except converted vehicle as defined in Lexicon);
- ◆ Sales representatives' collections or samples;
- ◆ Theft, loss, oversight or deterioration of cash, documents, books, transport tickets and credit cards;
- ◆ Oversight, loss or deterioration of official documents: passport, identity card, residence permit, registration document or driving licence;
- ◆ Theft of jewellery when it is not placed in a locked safety deposit box when it is not being worn, which in fact implies that this jewellery is not guaranteed when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.);
- ◆ Breakage of fragile objects such as those made of porcelain, glass, ivory, pottery or marble,
- ◆ Thefts from a campsite,
- ◆ Indirect damage such as depreciation and loss of use.

2) EXCLUDED OBJECTS

- ◆ Prosthetic devices and fittings of all kinds, binoculars, eyeglasses and contact lenses,
- ◆ DVDs, alarms, video games and accessories, furs, collections,
- ◆ Bicycles, trailers, caravans and, more generally, all forms of conveyance,
- ◆ Cash, tickets of all kinds, painting, works of art, keys of all kinds,
- ◆ Documents saved on tape, films, professional equipment, musical instruments,
- ◆ Food products, lighters, pens, cigarettes, spirits and beauty products.

WHAT IS THE DATE ON WHICH THE GUARANTEE COMES INTO EFFECT AND EXPIRES?

The guarantee comes into effect from the moment your luggage is handed over to or checked in by the carrier or the keys of a rental property are handed over to you.

It expires at the moment when the carrier finally hands over the luggage to you, or when you return the keys of a rental property.

HOW MUCH DO WE REFUND?

The amount shown in the Table of Benefits is the maximum refund, less the excess, for all insurance events that occur during the guarantee period.

HOW IS YOUR BENEFIT CALCULATED?

In the event of total or partial destruction, or in the event of loss while being carried by a transport company, you will be compensated, on the production of supporting documents, based on the cost of replacement by equivalent objects of the same kind, less depreciation.

During the first year following the date of purchase, the amount refunded will be equal to the purchase price of the luggage item or object of value. The following year, the refund will be calculated on the basis of 75 % of the purchase price. The value will then be reduced by a further 10 % in each of the following years.

In the event of theft, you will be compensated, on the production of supporting documents, less depreciation, which is calculated as explained in the paragraph above.

In no circumstances do we apply the condition of average provided for in article L.121-5 of the French Insurance Code.

We will deduct from our refund any refund obtained from the transport company plus the excess.

WHAT ARE YOUR OBLIGATIONS CONCERNING AN INSURANCE EVENT?

You must send the insurance event statement to ASSUR TRAVEL within 5 working days (48 hours in the event of theft) except in cases of force majeure or events beyond your control; if you fail to meet this deadline and we suffer losses as a consequence, you will lose all right to compensation.

The insurance event statement must be accompanied by the following documents:

- ✓ The complaint receipt in the event of theft or the declaration of theft to a competent authority (police, gendarmerie, transport company, steward) if the theft occurred during the stay;
- ✓ The loss or destruction report drawn up by the carrier (sea, air, rail, road) if the luggage or objects have gone missing or have been damaged while they were in the carrier's legal care.
- ✓ The anomaly certificate in the event of loss or damage caused to the luggage by the carrier,
- ✓ A copy of the list of objects declared to be damaged or stolen and handed over to the carrier,
- ✓ The original invoices for the lost, damaged or stolen objects,
- ✓ The refund letter from the carrier giving details of the compensation paid to you.

If you do not submit these documents, you may forfeit your rights to compensation.

The insured sums cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property. You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of the loss, as well as the extent of the damage. If, as a justification, you knowingly use inaccurate documents or fraudulent means or make inaccurate or unreasonable statements, you will forfeit any right to compensation, without prejudice to any legal action we may then be entitled to take against you.

CLAIMS

As our guarantee acts as a supplement to other guarantees granted elsewhere, it is your responsibility to pursue your claim against the airline or any other organisation responsible for the loss.

You are bound, first and foremost, to take steps to limit the damage and have it certified by the competent authorities.

You must not accept luggage damaged during a journey or not handed back by the carrier without first having the carrier draw up an anomaly certificate and a report. If you do not discover the damage until the luggage has been delivered to you, you must, within three days, demand that the carrier draws up a certificate and/or report. If the carrier refuses to do so, you must notify us of his objection within three days.

Furthermore, in the event of theft from a motor vehicle, the police authorities will draw up a report on the offence, which must be sent to the Insurer.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF YOUR LUGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must inform ASSUR TRAVEL immediately in a letter sent by recorded delivery as soon as you have been informed:

- if we have not already paid you compensation, you must retake possession of the luggage, objects, or personal effects; we are then only bound to pay for any damage and will also refund you for any missing objects.
- If we have already paid you compensation, you may opt, within 2 weeks, to:
 - ✓ either abandon the luggage, objects or personal effects to us,
 - ✓ or take back the luggage, objects or personal effects and return the compensation that you have received, less, where relevant, the proportion of the compensation corresponding to damage or missing objects.

If you have not chosen one of these options within 2 weeks, we will consider that you have chosen to abandon the luggage, objects or personal effects to us.

PRO RATA REFUND OF LESSON FEES IN THE EVENT OF CURTAILMENT

Following the curtailment of lessons due to a serious illness or a serious physical injury leading to a cessation of activities or disablement for longer than 12 (twelve) consecutive weeks, we will compensate you on a pro rata basis for the tuition fees already paid and not used, up to the amount shown in the Table of Benefits.

Costs that may be recovered by other means will not be refunded (secondary cover).

WHAT IS NOT COVERED

In addition to the exclusions set out in the section “EXCLUSIONS APPLICABLE TO ALL THE BENEFITS”, we cannot intervene in the following circumstances:

- ◆ Cosmetic treatment, spa cure treatment, abortion, in vitro fertilisation and its consequences;
- ◆ Epidemics.

WHAT ARE YOUR OBLIGATIONS CONCERNING AN INSURANCE EVENT?

You must send ASSUR TRAVEL all the documents required to draw up the file and prove the validity and value of the claim. In all cases, you will be automatically asked to produce the original, detailed invoices showing the cost of the tuition fees.

Your claim will not be settled if you do not send our medical advisor the medical information required to examine it.

DAMAGE TO SCHOOL AND HOST FAMILY POSSESSIONS

DEFINITIONS SPECIFIC TO THE BENEFIT

Claim

Any amicable or contentious request for compensation made by the victim of damage or his beneficiaries and sent to the Insured Person or the Insurer.

Insurance event

As an exemption to the section “DEFINITIONS COMMON TO ALL BENEFITS”, by “insurance event is meant any damage or multiple damage caused to third parties for which the Insured Person is liable, resulting from a prejudicial event and giving rise to one or more claims. The prejudicial event is that which constitutes the prime cause of the damage.

A chain of prejudicial events with the same technical cause is considered to be the same as a single prejudicial event.

WHAT IS THE PURPOSE OF THE BENEFIT?

We guarantee, up to the limit of the amount shown in the Table of Benefits, the financial consequences of the damage for which you are liable, including the fees and expenses which are paid out with our agreement to defend you against a damages claim for:

- Unintentional material damage caused to the school's or host family's possessions.
- Material damage caused during the internship

We also guarantee the legal fees and expenses that may be claimed by each petitioner and all the fees and expenses that we have agreed to in writing.

In the event of death, this cover will apply to your personal legal representatives as if it was in your name.

Our guarantee concerning one or all the events in a chain that have the same cause may not exceed the amount shown in the Table of Benefits.

WHAT IS NOT COVERED

In addition to the exclusions set out in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL THE BENEFITS", we cannot intervene for:

- Ownership or possession of a building or plot of land;
- Horse-drawn, motorised or mechanically activated vehicles, caravans, trailers, tents on trailers, aircraft or watercraft;
- Physical injuries to individuals who are employed by the Insured Person, which occur because of or during this employment;
- Loss or damage to a property belonging to the Insured Person or which is under his management, authority or control;
- Any intentional act by the Insured Person;
- Any profession or business or practical work related to a study;
- Any contract agreed by the Insured Person or of which he is a part, except when the Insured Person would have incurred liability even if the contract did not exist;
- Any act that does not fall within the jurisdiction of the courts in the country in which the event that caused the insurance event took place;
- Death or physical injury or illness of a member of the Insured Person's family, his travelling companion or a member of the Insured Person's household or damage to their property;
- The use or ownership of weapons.

WHAT ARE THE OBLIGATIONS IN THE EVENT OF AN INSURANCE EVENT?

Declare your insurance event to ASSUR TRAVEL as soon as possible.

If you receive a letter from a third party concerning the event that may end in a claim, please send us this letter and do not offer any confirmation to the third party.

NEVER ADMIT YOUR LIABILITY, MAKE OFFERS, PROMISES DE PAYMENT OR PAYMENTS WITHOUT THE INSURER'S PRIOR WRITTEN AGREEMENT.

Documents to provide:

- A detailed statement describing the event and containing the contact details of the wronged third party, and the response of your Comprehensive Home Insurance provider following your insurance event statement,
- Initial invoices for the damaged equipment and repair invoices,
- Medical certificates, assessors' reports,
- Proof of payment of the repairs,
- Any letter, summons or formal notification that might initiate the guarantee.

PERSONAL ACCIDENT

DEFINITIONS SPECIFIC TO THE "PERSONAL ACCIDENT" BENEFIT

Beneficiary(ies)

The individual(s) who receive(s) from the Insurer the sums due in respect of an accident.

If the Insured Person dies, unless another person has been designated by the Insured Person, the scheduled sum is paid to:

- if the Insured Person is married: his spouse, providing she is not legally separated or divorced, otherwise his children or unborn children, living or represented, otherwise his heirs,
- if the Insured Person has signed a civil union contract, his partner, otherwise his heirs,
- if the Insured Person is a widower or divorced: his children, otherwise his heirs,

- if the Insured Person is single: his heirs.

In all other cases, the other sums are paid to the Insured Person who is the victim of the accident.

Any person who may intentionally have caused or provoked the accident is excluded from the guarantee.

Accident causing physical injury

As an exemption to the definition set out in the chapter "Definitions common to all benefits", this refers to any physical injury caused unintentionally by the victim and originating in the sudden action of an external cause.

By extension to this definition, pathological manifestations that are the direct consequence of this physical injury are covered.

The following are considered as accidents:

- injuries caused by fire jets of steam, acids and corrosive substances, lightning and electric current;
- asphyxia by immersion and asphyxia by unintended absorption of gas or vapours;
- the consequences of poisoning and bodily harm caused by the unintentional absorption of toxic or corrosive substances;
- cases of sunstroke, stroke and frostbite following shipwreck, forced landing, landslides, avalanches, floods and any other events of an accidental nature;
- the direct consequences of animal or insect bites, to the exclusion of diseases (such as malaria and sleeping sickness), the primary origin of which may be linked to such bites;
- injuries that may occur while scuba diving, including those caused by cold shock response or a decompression phenomenon;
- physical injury caused by assault or attack of which the Insured Person is a victim, unless it is proved that he played an active role as the perpetrator or instigator of these events;
- the physiological consequences of surgical operations, on the condition that they were necessitated by an accident included in the guarantee.

The following are not considered as accidents:

- aneurysm, heart attack, cerebral embolism, epileptic fit, subarachnoid haemorrhage.

Permanent disablement

Damage to the Insured Person's physical capabilities that is presumed to be permanent. Its seriousness is assessed by a rate determined by referring to the Social Security disability scale.

WHAT IS THE PURPOSE OF THE BENEFIT?

We guarantee payment of the benefits defined below, which are scheduled for physical injury to the Insured Person. The amounts payable are set out in the Table of Benefits.

WHAT IS NOT COVERED

In addition to the exclusions set out in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL THE BENEFITS", we cannot intervene in the following circumstances:

- ◆ Accidents caused or provoked intentionally by the Insured Person, the consequences of his successful or attempted suicide, and accidents caused by the use of drugs or narcotics that are not medically prescribed,
- ◆ Accidents that occur when the Insured Person is driving a vehicle and his blood alcohol level is higher than that legally permitted in the country in which the accident took place,
- ◆ Accidents resulting from the Insured Person's participation in a fight (except in cases of legitimate defence or assisting a person in danger), duel, offence or criminal act,
- ◆ Accidents that occur while using, as a pilot or crew member, a device that allows the user to move through the air or while practising sports using such devices,
- ◆ Accidents caused by practising a sport professionally and by practising any sport, even as an amateur, requiring the use of motorised vehicles, whether as driver or passenger. By "practising a sport" is meant training, trials and participation in sporting events or competitions,
- ◆ Accidents caused by civil or foreign war, declared or otherwise,
- ◆ Accidents caused by ionising radiation emitted from nuclear fuels or radioactive products or waste or caused by weapons or devices intended to explode as a result of a change to the structure of the nucleus of the atom.

NATURE OF THE BENEFITS

DEATH

If, within a maximum of 24 months after an accident of which the Insured Person was a victim, this accident leads to his death, we guarantee that we will pay the capital, the amount of which is fixed in the Table of Benefits, to the person or persons named in the Policy as the beneficiary(ies).

When, prior to death, the same accident has given rise to the payment of compensation for permanent disablement in application of the conditions that follow, the capital will be reduced by the amount of this compensation.

The officially recognised disappearance of the Insured Person's body in a shipwreck, or the disappearance or destruction of the means of transport in which he was travelling, will create a presumption of death on the expiry of a one-year period after the date of the accident.

However, if it is found at any time whatsoever that, after compensation has been paid in respect of the Insured Person's disappearance, the latter is still alive, the sums unduly paid must be refunded to us in full.

PERMANENT DISABLEMENT

Where the insurance event leads to permanent disablement, we will pay the Insured Person compensation, the maximum corresponding to 100 % of the Social Security disability scale.

If the disablement is only partial, the Insured Person will have the right to only a fraction of the compensation in proportion to the degree of disability.

Unlisted forms of disablement will be compensation according to their level of seriousness compared to that of the listed cases.

The compensation is fixed and contractual; it is determined in accordance with the rules set out above and does not take the Insured Person's age or profession into account.

The degree of disablement will be established at the moment when the permanent consequences of the insurance event can be determined with certainty and, at the latest, unless conditions to the contrary are agreed between the Insured Person and us, on the expiry of a one-year period commencing on the day of the accident.

The death and disability benefits cannot be combined when they result from the same accident.

MULTIPLE DISABLEMENT

Where the same insurance event leads to several separate forms of disablement, the main disablement is first of all assessed under the conditions set out above; the other forms of disablement are then assessed successively, in proportion to the ability remaining after the previous forms of disablement have been added together. However, the overall rate may not exceed 100 %.

The total functional disablement of a limb or organ is considered to be the same as the loss of that limb or organ.

The loss of limbs or organs that were already not functioning before the accident will not give rise to compensation. If the insurance event affects a limb or organ that is already disabled, compensation will be determined by the difference between its condition before and after the insurance event. In no circumstances will the assessment of injuries resulting from the insurance event be increased by the state of disablement of limbs or organs that the accident has not affected.

Nervous disorders and nerve damage cannot be taken into consideration, even if they are the consequence of a guaranteed insurance event, or if they manifest themselves on examination by clearly evident clinical signs.

Excess: The permanent disability rate shall exceed 10%.

WHAT ARE YOUR OBLIGATIONS CONCERNING AN INSURANCE EVENT?

In the event of an insurance event, it is important that we are quickly and fully informed of the circumstances under which it occurred and its possible consequences.

NECESSARY FORM AND INFORMATION

You or any beneficiaries, or any representative acting in your name, are required to declare any accident to ASSUR TRAVEL in writing or verbally in exchange for a receipt, within two (2) weeks at the latest of the date on which they became aware of it.

If the insurance event statement is not made within the above period, except in unforeseen circumstances or cases of force majeure, we may **decide that the guarantee is forfeited if we can establish that the delay in providing the statement has caused us prejudice (article L.113-2 of the Insurance Code)**.

Along with this statement, you must also provide us with full information concerning the seriousness, the causes and circumstances of the accident and, if possible, give the names and addresses of the witnesses and the people responsible.

The insurance event statement must include, in particular:

- the date of the accident, the circumstances and the location;
- the name, first name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the wounds or injuries and their likely consequences;
- if appropriate, the police or gendarmerie report, the names and addresses of the person who caused the accident and of any witnesses.

The victim or his beneficiaries must make every effort to limit the consequences of the accident and seek the medical treatment necessitated by the condition of the victim.

Unless there are justified objections, the representatives and doctors appointed by us will have unrestricted access to the victim and his doctors to certify his condition. Any intentionally untrue statements concerning the date or the circumstances of an insurance event, duly detected and likely to cause us prejudice, will lead to the forfeiture of any right to compensation which, if it has already been paid, must be refunded to us.

CHECKS

You are under obligation to undergo an examination by the doctors appointed by us, our representatives will have unrestricted access to you whenever we consider it useful. **Otherwise, you or any beneficiary risk forfeiting your rights if, without a valid reason, you refuse to allow our representatives to carry out checks or hinder the carrying-out of such checks if, having given forty-eight hours' advance notice by letter sent by recorded delivery, we come up against your persistent refusal or are prevented from carrying out our checks.**

Any fraud, concealment or untrue statement on your part or that of the compensation beneficiary aimed at misleading us over the circumstances or consequences of an accident will lead to the loss of all right to compensation for the accident concerned.

PAYMENT OF COMPENSATION

DETERMINING THE CAUSES AND CONSEQUENCES OF THE INSURANCE EVENT

The causes of the insurance event and its consequences and the degree of disablement are determined by an agreement between the parties or, if an agreement cannot be reached, by two doctors, one appointed by each of the parties. If there is a difference of opinion, they will be joined by a third doctor who will decide between them; if they cannot agree on the choice of the latter, or if one of the parties is unable to appoint its expert, the appointment will be made at the request of the first party to act by the presiding high court judge in the Insured Person's district with no requirement for oath or other formalities.

Each party will be responsible for the fees and expenses relating to the intervention of the doctor whom it has appointed, those necessitated by the possible intervention of a third doctor being shared equally between them.

INDEPENDENT AGGRAVATION OF AN ACCIDENTAL EVENT

Whenever the consequences of an insurance event are aggravated by the victim's state of health, by a lack of treatment due to his negligence or an empirical treatment, by a pre-existing disease or disablement and in particular a diabetic or hematic condition, the compensation due will be determined according to the consequences that the insurance event would have had for an able-bodied person in normal health who has undergone a rational treatment.

PAYMENT OF COMPENSATION

The guaranteed benefits are payable:

- In the event of death or permanent disablement, within one month of receiving the documents showing proof of the Insured Person's accidental death and the capacity of the Beneficiary, or of the parties' agreement over the degree of disablement.
- If the parties fail to agree, the compensation will be paid within two weeks of the judicial enforcement ruling.

OPTIONAL BENEFITS FOR TRIP CANCELLATION, MISSED DEPARTURE AND HOLIDAY CURTAILMENT

These benefits are only valid if the corresponding option has been taken out at the same time as the basic policy and the corresponding premium has been paid.

1 / TRIP CANCELLATION

The benefit is acquired for the reasons and circumstances listed below, to the exclusion of all others, up to the limit of the amount and excess shown in the Table of Benefits.

A/ CANCELLATION FOR MEDICAL REASONS OR DEATH

- ✓ **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), serious physical injury or death, including the consequences, after-effects, complications or aggravation of an illness or accident, certified prior to taking out your holiday insurance policy, concerning:**
 - yourself, your spouse or common-law partner,
 - a member of your family,
 - the person designated when you took out this policy, responsible, during your holiday, for looking after your minor children or the disabled person living in your home.
- ✓ **Your/your concubine pregnancy complications up to the 28th week**
 - which lead to the total cessation of all business or other activities, as long as, at the time of departure, you were not more than 6 months pregnant when you booked your trip or,
 - if the very nature of the trip is incompatible with pregnancy, as long as you were not aware of your condition when you signed up for it.
- ✓ **Compulsory quarantine.**
- ✓ **A vaccination counter-indication, the consequences of vaccination, or the medical impossibility of following a preventive treatment required for your chosen holiday destination.**

It is your responsibility to show proof of the situation entitling you to our benefits: we therefore reserve the right to refuse your request on our doctors' advice if the information you provide does not provide material proof of the facts.

B/ CANCELLATION FOR OTHER NAMED REASONS

The benefit is also acquired for the reasons and circumstances listed below, to the exclusion de of all others, up to the limit shown in the Table of Benefits:

- **Your imperative, unforeseeable summons to appear as a witness or jury member** on a date situated during your holiday, that **cannot be postponed**, as long as the summons was not known about when you took out the Policy.
- **Serious material damage** that requires your presence on the planned departure date to take the necessary provisional measures following a fire, flood or natural disaster affecting over 50% of your private or business premises.
- **Your redundancy**, on the condition that the procedure had not already begun on the date on which you took out this Policy and/or you were unaware of the date of the event when you took out this Policy.
- **Your notification**, on a date situated during your holiday, **to attend a university exam resit**, on the condition that your failure to pass the exam was not known about when you took out the Policy.

• **The cancellation for a guaranteed reason** by one or more persons who registered at the same time as you (maximum 2) and who are insured under this Policy. If you wish to complete the trip alone, any extra costs are taken into account; our refund may not however exceed the amount due in the event of cancellation on the date of the event.

C/ CANCELLATION IN THE EVENT OF AN EPIDEMIC OR A PANDEMIC

The cover is also granted to you for the reasons and circumstances listed below, to the exclusion of all others, within the limit indicated in the Table of Guarantees and the deductible indicated in the Table of Guarantees:

• **If you are declared a "close contact" or within 14 days prior to departure.**

You will need to provide proof issued by the CPAM or ARS stating "close contact" as well as the result of the PCR test or equivalent. In the absence of these supporting documents, no compensation will be possible.

• **Failure by the Insured to show, within the required time, the result of his/her PCR test or equivalent allowing him/her to travel.**

The insured must provide proof issued by the transport company requesting the presentation of the test for travel, as well as the result of the PCR test. To benefit from the application of this guarantee, the insured must have carried out his test within the required time limits. In the absence of these supporting documents, no compensation will be possible.

• **Denied boarding following your temperature measurement, or the positive result of a PCR and / or antigen test on your arrival at the departure airport.**

Proof issued by the transport company that denied your boarding, or by the health authorities, must be sent to us. In the absence of this proof, no compensation will be possible.

• **Lack of vaccination against Covid 19:**

- In the event that, at the time of taking out this contract, the country of destination did not impose a vaccine and that at the time when it requires it, you no longer have the time to proceed with the vaccine allowing you to travel.
- A vaccination contraindication, vaccination consequences, or a medical impossibility to follow a preventive treatment required by the destination chosen for your trip.

The random event must have a direct causal link with the inability to leave.

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

A deductible of 15% of the amount of the claim with a minimum of € 50 per person will be applied.

WHAT IS THE AMOUNT OF THE BENEFIT?

The compensation paid in application of this Policy may in no circumstances exceed the cost of the trip as declared when you took out the Policy or the limits set out in the Table of Benefits.

We will refund you the cancellation fees invoiced in accordance with the cancellation scale set out in the travel agency's general terms and conditions.

Administration fees of less than 50 euros, tips, visa costs and the premium paid in order to take out this Policy are not refunded.

WHAT IS THE DEADLINE FOR DECLARING THE INSURANCE EVENT?

Two stages

1/ You must inform **your travel supplier IMMEDIATELY** at the first signs of any illness or as soon as you become aware of the event covered by the guarantee.

If you cancel the trip through your travel supplier at a later date, we will refund only the cancellation fees due from the counter-indication date certified by a competent authority, in accordance with the cancellation scale shown in the travel agency's Special Terms and Conditions of Sale.

2/ You must also inform ASSUR TRAVEL of the insurance event within five working days of the event covered by the guarantee.

WHAT ARE YOUR OBLIGATIONS CONCERNING AN INSURANCE EVENT?

Your written insurance event statement must be accompanied:

- In the event of illness or accident, by a medical certificate and/or a hospitalisation report specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- In the event of death, a death certificate and civil status form,
- In the event of denied boarding: proof issued by the transport company that denied boarding you, or by the health authorities; in the absence of this proof, no compensation will be possible),
- In the absence of vaccination:
 - Certificate from the travel agency indicating that at the time of registration, no vaccination was mandatory to travel to the country of destination with, on this same certificate, the date on which the health passport was made mandatory at said destination,
 - The dated letter or email from the agency informing the customer that the health passport is mandatory,
 - Copy of the certificate issued at the time of the 1st injection (we estimate that people willing to travel have at least all been able to have their 1st injection),
- A certificate from the attending physician indicating that his patient does not have the possibility, in terms of the time limit, to receive the 2nd injection before leaving on a trip,
- In other cases, any certified statement justifying the reason for your cancellation.

You must send ASSUR TRAVEL the medical documents and information required to examine your case, along with the medical questionnaire to be filled in by your doctor.

If you do not have these documents or information, you must have them sent to you by your doctor and then send them to the Medical Advisor's intention, to ASSUR TRAVEL.

You must also send all the information or documents requested of you to show proof of the reason for your cancellation, and particularly:

- ✓ All photocopies of prescriptions for drugs, analyses or examinations, along with all documents showing proof that they have been issued or carried out, and in particular the medical expenses claim forms and, for the prescribed drugs, a copy of the corresponding stickers,
- ✓ The detailed accounts from your health insurance organisation or any similar body relating to the refund of treatment costs and the payment of daily allowances,
- ✓ The original of the settled invoice for the debit that you were required to pay the travel agency or that the latter keeps,
- ✓ Your insurance policy number,
- ✓ The registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible and of any witnesses,
- ✓ Any other document the Insurer deems necessary.

Furthermore, it is expressly agreed that you accept in advance the principle of a check by our medical advisor. If you subsequently object to such a check without any legitimate reason, you will lose your right to benefits.

WHAT IS NOT COVERED

The Cancellation guarantee does not cover the impossibility of departure linked to the closing of the borders, to logistical arrangements concerning accommodation conditions or the security of the destination.

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

- ◆ **A pre-existing event, disease or insurance event causing a relapse, aggravation or hospitalisation between the date on which the holiday was purchased and the date on which the insurance policy was taken out;**
- ◆ **Any circumstance detrimental only to practical enjoyment;**
- ◆ **Epidemics;**

- ◆ Pregnancy, including its complications beyond the 28th week and, in all cases, abortion, childbirth, in vitro fertilisation and their consequences,
- ◆ Forgotten vaccination;
- ◆ Default of any kind, including financial, on the part of the carrier, making it impossible to fulfil his contractual obligations;
- ◆ The lack of or excess of snow;
- ◆ Any medical event including diagnosis, the symptoms or cause of which are of a psychic, psychological or psychiatric nature, and which has not led to hospitalisation for more than 3 consecutive days after this Policy was taken out;
- ◆ Pollution, the local health situation, natural disasters concerned by the proceedings referred to in Law No. 82.600 of 13 July 1982 and their consequences, and meteorological or climatic events;
- ◆ The consequences of criminal proceedings being initiated against you;
- ◆ Any lack of contingency,
- ◆ Any act that is intentional and/or punishable by law, the consequences of excessive alcohol consumption and the consumption of drugs or any narcotic substance mentioned in the Public Health Code, or of medication and treatments not prescribed by a doctor;
- ◆ The simple fact that the French Ministry of Foreign Affairs has advised against travelling to the geographical destination of the trip;
- ◆ Any act of negligence on your part;
- ◆ Any event for which the travel agency may be held liable in application of the current Tourism Code;
- ◆ Failure, for any reason whatsoever, to present the documents essential to the holiday, such as a passport, identity card, visa, transport tickets or vaccination book.

2 / MISSED DEPARTURE

If you miss your transport for your outward journey due to an unforeseeable event beyond your control, for which you can provide evidence, except in the event of a change of timing on the part of the carrier, we will refund you the purchase of a new ticket for the same destination, as long as you depart within the next 24 hours, up to a limit of 100% of the total cost of the initial transport ticket and up to the limit shown in the Table of Benefits.

This benefit is acquired on the condition that you have left a margin of at least 2 hours prior to the check-in deadline.

In no circumstances may the amount be greater than that which would be payable if the trip was cancelled.

WHAT ARE YOUR OBLIGATIONS CONCERNING AN INSURANCE EVENT?

You must declare your insurance event to ASSUR TRAVEL within 5 working days and provide all the supporting documents for which you are asked.

WHAT IS NOT COVERED

In addition to the exclusions set out in the section "EXCLUSIONS APPLICABLE TO ALL OUR BENEFITS", the "TRIP CANCELLATION" exclusions apply to the "MISSED DEPARTURE" guarantee.

3/ HOLIDAY CURTAILMENT

In the occurrence of one of the above-mentioned circumstances, we will cover the non-refundable costs payable by you (return tickets, accommodation costs, tuition fees), up to the amounts shown in the Table of Benefits:

- Holiday curtailment due to hospitalisation,
- Holiday curtailment due to inability to attend lessons for medical reasons confirmed by the insurance company doctor,
- Holiday curtailment due to repatriation or early return organised by an assistance company,

- Holiday curtailment due to an unpredictable event, for which evidence must be provided, making it impossible to continue the holiday (by “unpredictable event” is meant any circumstance not intentional on the part of the Insured Person or a member of his family, that could not be foreseen on the date on which the Policy was taken out and arising from the sudden action of an external cause),
- Holiday curtailment due to riot, attack or terrorist act, as long as the following conditions are cumulatively met:
 - The event occurs during your holiday and causes material or physical damage in the insured holiday destination city or cities or within a 100-kilometre radius of the holiday location,
AND
 - The Ministry of Foreign Affairs advises against travelling to the destination city or cities,
AND
 - No riots, attacks or terrorist acts have occurred within the thirty days prior to booking the insured holiday.

WHAT ARE YOUR OBLIGATIONS CONCERNING AN INSURANCE EVENT?

You must declare your accident to ASSUR TRAVEL as soon as you are aware of the event causing your trip to be curtailed.

In all cases, the original itemized bills mentioning the amount of return transport tickets fees, accommodation fees et scholarship fees will be systematically asked.

We will be exempted from refunding any expenditure or penalties incurred from the moment at which the event occurred if they are due to the fact that you were slow in informing us.

DESCRIPTION OF THE ASSISTANCE BENEFITS

You are ill or injured, or you die during your Holiday. We intervene under the following conditions:

REPATRIATION ASSISTANCE

1/ MEDICAL REPATRIATION OR TRANSPORT

You are ill or injured during your Holiday. We will organise and cover the cost of your repatriation to your place of residence or to a hospital near your home.

We only take medical requirements into consideration when deciding on the repatriation date, the choice of means of transport or the hospital location.

The decision to repatriate is taken by our medical advisor, following an opinion from the treating physician and possibly the family doctor.

During your repatriation, and on the recommendation of our medical advisor, we will organise and cover the cost of transport for someone to accompany you.

Any refusal of the solution proposed by our medical team will lead to the cancellation of the personal assistance benefit.

2/ REPATRIATION OF 2 ACCOMPANYING PERSONS

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

If they are unable to return by the means initially intended, we will organize and cover the cost of transport to the place of residence for two insured persons accompanying you when the event occurred, based on an economy class air ticket or a 1st class rail ticket.

3/ VISIT OF A CLOSE RELATION

You are hospitalised locally following a decision by our medical team, prior to your medical repatriation, for a period of 5 consecutive days or more. We will organise and cover the cost of return transport by air in economy class or train in 1st class of a close relation residing in the same country as you, along with his accommodation expenses (room, breakfast) so that he can visit you.

We will cover the cost of his accommodation up to the amount shown in the Table of Benefits.

Meals and other expenditure are not covered by the guarantee.

During his stay, the close relation may benefit from the "MEDICAL REPATRIATION OR TRANSPORT" and "MEDICAL COSTS" guarantees under this Policy for a maximum of 10 days and up to the limits shown in the Table of Benefits.

The "Visit of a close relation" guarantee cannot be combined with the "Repatriation of accompanying persons" guarantee.

4/ HOLIDAY EXTENSION

Following an illness or insurance event during your Holiday, you find it impossible to travel on the date initially scheduled on your return transport ticket.

We will cover the cost of accommodation arising out of this extended stay up to the limit shown in the Table of Benefits.

We will also cover extra transport costs, if you are unable to use the transport ticket intended for your return, based on an economy class air ticket or a 1st class rail ticket.

We only take medical requirements into consideration when granting this benefit.

Meals and other expenditure are not covered by the guarantee.

5/ EARLY RETURN

If you have to end your holiday early in the cases listed below, we cover the cost of the return journey, based on an economy class air ticket or a 1st class rail ticket.

We intervene in the event of:

- the hospitalisation due to serious illness of a family member or a person responsible for looking after your minor and/or disabled child who has remained in your place of residence,
- the death of a family member or a person responsible for looking after your minor and/or disabled child who has remained in your place of residence,
- a serious insurance event affecting your main residence in your country of residence or your business premises.

MEDICAL AND HOSPITALISATION COSTS

1/ MEDICAL AND HOSPITALISATION COSTS OUTSIDE THE COUNTRY OF RESIDENCE

The aim of the guarantee is to refund, up to the limit of the expenditure you have actually incurred, all or part of the health expenditure incurred as a result of an unforeseen illness or an insurance event in your private life, your student life or your temporary professional activity.

The guarantee is taken out as a supplement to the one you obtain from your Health Insurance cover or “1st euro” cover where you do not have the former cover.

In all cases, the guarantee may not exceed the expenditure actually incurred.

You are covered for the refund of your hospitalisation and medical costs prescribed by any medical authority abroad as a result of a bodily injury sustained and detected abroad during your holiday.

This benefit ceases on the day on which we are in a position to repatriate you.

The refund covers the costs listed below, on the condition that they concern treatment received by you outside your country of residence (excluding the exemption provided for in “MEDICAL AND HOSPITALISATION COSTS IN THE EVENT OF THE INSURED PERSON’S TEMPORARY RETURN TO HIS COUNTRY OF RESIDENCE”, paragraphs as a result of an illness or insurance event that occurs outside your country of residence. In this case, we will refund the expenditure incurred up to the limits shown in the Table of Benefits.

Costs entitling you to benefits due to a covered event:

- ✓ Medical fees,
- ✓ The cost of drugs prescribed by a doctor or surgeon,
- ✓ Hospitalisation costs, on the condition that our doctors decide, after collecting information from the local doctor, that you cannot be moved (the hospitalisation costs incurred from the day on which we are in a position to repatriate you are not covered),
- ✓ In general terms, any medical or surgical treatment linked to your pathology,
- ✓ The cost of transport to take you to the nearest hospital if you are physically incapable of using public transport and if they are prescribed by a doctor,
- ✓ Emergency dental costs up to the amount specified in the Table of Covers,
- ✓ The cost of physiotherapy prescribed by a doctor: maximum 10 sessions,
- ✓ The cost of chiropractic: maximum 5 sessions,
- ✓ The costs of alternative medicine: Maximum of 3 sessions and € 50/session.

The maximum refund for emergency dental costs (natural teeth) is shown in the Table of Benefits. Plaque removal, check-ups and other routine treatments are excluded. In the event of dental treatment due exclusively to an insurance event that occurred during the Policy validity period and not caused by a

subsequent deterioration of the teeth. We consider as insurance events only those cases in which you also suffer other bodily injuries for which medical or hospital treatment is required. Crowns, bridges and dentures are not considered as natural teeth.

BENEFIT EXTENSION: ADVANCE OF HOSPITALISATION COSTS (abroad only)

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 limits set out in the Table of Benefits, you undertake to repay us the refunds obtained from the social security and welfare organisations within 3 months of the date on which the advance was paid.

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 "hospitalization 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 organizations (Social Security or other), we will refund you in addition to these organizations. 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 organizations.

If you are no longer covered by the social security and health insurance organizations 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 organizations within a week of receiving them.

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 hospitalization 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".

3/ MEDICAL AND HOSPITALISATION COSTS AFTER THE INSURED PERSON HAS RETURNED PERMANENTLY TO HIS COUNTRY OF RESIDENCE

You are ill or hospitalized after you have returned permanently to your country of residence. We will refund you the medical costs incurred, up to the limit shown in the Table of Benefits and under the same conditions as if the costs were incurred during a temporary return to your country.

The cover period is a maximum 3 months after the date on which you returned to your country of residence, limited to your period of coverage.

4/WHAT IS THE SCOPE OF THE "MEDICAL AND HOSPITALISATION COSTS" BENEFIT?

The medical treatment covered is that which is defined in the paragraph "Costs entitling you to benefit" on the condition that it is:

- prescribed and carried out by a competent medical authority,
- recognised by the same authority as medically appropriate and essential in treating the pathology in terms of both quantity and quality,
- in accordance with current medical practice as defined in the section "DEFINITIONS COMMON TO ALL BENEFITS",
- paid for at a reasonable cost that is usually charged for the treatment concerned in the country in which it is dispensed, it being specified that the administrator may supply a cost comparison by country on request,
- preferably dispensed in the public or social security-approved sectors if they exist in your country of residence, AND it is not the subject of a Policy exclusion,
- The guarantees taken into account when calculating refunds are those in force on the date on which the treatment was dispensed by the medical practitioner.

5/WHAT ARE YOUR OBLIGATIONS CONCERNING AN INSURANCE EVENT?

➤ **For the refund of your medical costs (excluding hospitalisation)**

To obtain a refund of your medical costs (not leading to hospitalization), you must provide the GAPI – TRAVEK ZEN administration department with the following documents:

- Policy number,
- Bank Identification Data (only for the 1st 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 invoices paid with the payment receipts or, failing this, the corresponding Social security slips,
- Any other documents that the Insurer deems necessary.

For medical costs of less than 500 € out of France, you may scan the invoices and send them to us by e-mail (keep the originals: you may be asked to produce them in the event of a check by the Insurer).

➤ **In the event of a request for an advance of hospitalisation costs**

Contact VYV INTERNATIONAL ASSISTANCE as soon as possible on +33.15.86.85.00.70 for a request for an advance of hospitalisation costs.

DEATH ASSISTANCE

1/ BODY REPATRIATION

You die during your Holiday. We will organise the repatriation of your body to the funeral location in your country of residence.

We will cover:

- ✓ The cost of transporting the body,
- ✓ The embalming costs imposed by the applicable legislation,
- ✓ The costs directly linked to transporting the body (handling, special transport arrangements, coffin).

2/ DEATH FORMALITIES

If the presence on the spot of a family member or close relation is considered essential for the recognition of the body and the repatriation or cremation formalities, we will organise and cover the cost of a return ticket (by rail in 1st class or by air in economy class) and accommodation expenses (room and breakfast) incurred on behalf of this person up to the amount shown in the Table of Benefits.

The person concerned must cover all other expenses.

This person may, during his stay, be covered by the “MEDICAL REPATRIATION OR TRANSPORT” and “MEDICAL COSTS” guarantees under this Policy, for a maximum of 1 week and up to the limits shown in the Table of Benefits.

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.

“UNFORESEEN EVENT” ASSISTANCE

1/ SENDING MEDICATION ABROAD

During your holiday, you are deprived of the medication essential to your health, due to loss or theft. We will cover the cost of searching for and transporting this medication if it, or its equivalent recommended by our medical advisors cannot be found locally (subject to obtaining your GP's contact details from you).

We will cover the cost of sending the medication by the fastest possible means, subject to local and French legal restrictions.

You must cover any customs duties and the cost of purchasing the medication.

ADDITIONAL ASSISTANCE

1/ GENERAL INFORMATION PRIOR TO THE TRIP

(DAILY FROM 8AM TO 7.30PM, FRENCH TIME, EXCEPT SUNDAYS AND PUBLIC HOLIDAYS)

At your request, we can provide the following information concerning:

- ✓ medical precautions to take before a trip (vaccines, medication, etc.),
- ✓ administrative formalities to be completed before or during a trip (visas, etc.),
- ✓ travel conditions (transport options, flight times, etc.),
- ✓ local living conditions (temperature, climate, food, etc.).

2/ SENDING URGENT MESSAGES, TRANSLATION SERVICE

You are unable to contact someone in your country of residence. We will pass on the message if you find it impossible to do so.

These messages should be of a serious, courteous nature. The person who wrote them, who must be identifiable, has sole responsibility for them and is the only one to be committed by them. We act only as the intermediary who passes them on.

In an emergency, we can help you translate short messages. Please note that this service may only be used on a limited basis. We can put you in touch with a professional translator at your request.

You must cover the cost of translation fees.

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 14th week of pregnancy: medical consultations, ultrasound/laboratory/ pharmaceutical costs prescribed by a doctor,
- ✓ 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 14th week of pregnancy. The declaration should be certified by the medical document noting that the 1st 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 BENEFITS

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

- ◆ **Treatments:**
 - not medically prescribed,
 - not carried out by a competent medical authority as defined in the section "DEFINITIONS COMMON TO ALL BENEFITS" of this Policy,
 - inappropriate to the pathology,
- ◆ Claims due to a non-covered event,
- ◆ Journeys undertaken for the purposes of diagnosis and/or treatment,
- ◆ Medical and hospitalisation costs in the country of residence, except if you return temporarily (the guarantee period is 30 days from the date of your return to your country of residence),
- ◆ Illnesses that pre-exist the Policy commencement date, i.e. any illness of which the Policyholder or Insured Person was aware on the date of commencement of cover,
- ◆ Illnesses for which the Insured Person has received treatment within the last 12 months, if these illnesses are not stabilised by the Policy commencement date; with the exception of allergies, which remain covered in the event of a relapse,
- ◆ Self-medication and self-treatment,
- ◆ Costs incurred in connection with administrative processes,
- ◆ The absence of risk,
- ◆ Infections, vaccinations,
- ◆ Health checks and medical consultations, the purpose of which is not to cure or stabilise an illness,
- ◆ Any control or periodic exam or periodic controls, in connection with contraception,
- ◆ Hormonal treatments, contraceptives and urinary incontinence treatments,
- ◆ Medical consultations related to pregnancy or maternity, (except for Insured Persons who have taken out the "Maternity Costs" cover extension,
- ◆ Sexually transmitted diseases,
- ◆ Ophthalmological prescriptions (glasses, 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,

- ◆ Slimming and rejuvenating therapy and, more generally, any form of aesthetic therapy,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any deliberate self-mutilation on the part of the Insured Person,
- ◆ Benign infections or wounds that can be treated locally and/or do not prevent the Insured Person from continuing his journey,
- ◆ Pregnancy, barring unforeseeable complications, and in all cases, pregnancy beyond the 36th week (except for Insured Persons who have taken out the “Maternity Costs” cover extension), abortion, the consequences of childbirth,
- ◆ Convalescence and infections currently being treated, not yet stabilised and involving a risk of sudden aggravation,
- ◆ Events linked to a medical treatment or surgical operation that is not of an unforeseen, fortuitous or accidental nature,
- ◆ Prosthesis costs: optical, dental, hearing, functional, prostheses, orthopaedic or orthotic equipment and osteosynthetic equipment, etc,
- ◆ Spa treatments and cosmetic treatments, vaccination and the costs arising therefrom,
- ◆ Stays in convalescent homes and the costs arising therefrom,
- ◆ Stays in rehabilitation centres,
- ◆ Planned hospitalisation,
- ◆ 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 OUR BENEFITS

We do not intervene in the following:

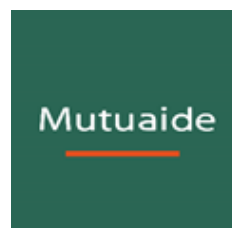
- ◆ Services that were not requested during the trip or that were not organised by us or with our agreement do not give the right to a refund or compensation after the event;
- ◆ Meals and hotel accommodation, except those specified in the guarantee text;
- ◆ Damage caused intentionally by the Insured Person and damage resulting from his participation in a crime, offence or altercation, except in the case of legitimate defence;
- ◆ The cost of convictions and their consequences;
- ◆ The use of narcotics or drugs not medically prescribed;
- ◆ Acting under the influence of alcohol;

- ◆ Customs duties;
- ◆ Taking part as a competitor in a competitive sport or rally giving the right to national or international ranking that is organised by a sports federation for which a licence is issued, and training with a view to such competitions;
- ◆ Practising any sport as a professional or semi-professional (for which a remuneration is perceived), or as holder of a licence of any sport federation;
- ◆ Taking part in endurance or speed competitions or events and their preliminary trials, on board any kind of land, sea or air-borne vehicle;
- ◆ The consequences of not following the recognised safety rules linked to the practice of any leisure sport activity;
- ◆ Expenditure incurred after returning from the trip or after cover has expired;
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the type of motorised vehicle used), airborne sports, mountaineering beyond 6500 metres, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, snow sports involving international, national or regional ranking;
- ◆ Practising any sport that falls within the “Hazardous Sports” category as defined in the section “DEFINITIONS COMMON TO ALL BENEFITS” in this Policy,
- ◆ Deliberate non-compliance with the regulations of the country you are visiting or taking part in activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or restraint by the forces of law and order;
- ◆ The use by the Insured Person of aerial navigation devices;
- ◆ The use of instruments of war, explosives and firearms;
- ◆ The damage resulting from an intentional or malicious offence on the part of the Insured Person in accordance with article L.113-1 of the Insurance Code and article L221-14 of the French Mutual Insurance Companies Code;
- ◆ Suicide or attempted suicide;
- ◆ Epidemics, pandemics, pollution and natural disasters (unless stated otherwise in the guarantee);
- ◆ Civil or foreign war, riots, strikes, popular uprising, attack/ acts of terrorism, hostage-taking (unless stated otherwise in the guarantee);
- ◆ Radioactive decay or any form of irradiation by an energy source of a radioactive nature.

The Insurer may in no circumstances be held liable for any failures or setbacks that may occur during the fulfilment of his obligations as a result of cases of force majeure, or events such as civil or foreign war, riots or popular uprisings, epidemics, pandemics, lockdowns, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, radioactive decay, bomb explosions and the effects of nuclear radiation, the effects of pollution, the effects of radiation or any other unforeseen or force majeure event, and their consequences.



GROUPAMA Rhône Alpes Auvergne
POLICY No.42190225 D
PERSONAL LIABILITY INSURANCE



Physical, material and intangible damage: 150,000 € per event

Including

Physical, material and consequent intangible damage with a non-reducible excess of 100 € per event: 150,000 € per event

DEFINITIONS

Physical damage

Any physical injury suffered by an individual and the resulting prejudice.

Material damage

Any damage to or destruction of a thing or substance. Any physical damage to an animal.

Consequent intangible damage

Any financial losses resulting from the deprivation of total or partial enjoyment of a possession or a right, a loss of profit, the loss of clientele or the suspension of a service or activity, and which is the direct consequence of guaranteed physical or material damage.

Harmful act

An act that constitutes the prime cause of the damage.

Non-reducible excess

The amount (or percentage) that the Insured Person must in all circumstances contribute towards the compensation due from the Insurer.

The excess is applied per event, regardless of the number of victims. Excesses expressed as a percentage are applied to the compensation due from the Insurer.

Accidental pollution

The emission, dispersion, discharge or dumping of any solid, liquid or gaseous substance, spread through the atmosphere, the soil or water, which is the result of a sudden, unforeseen event and does not occur slowly, gradually or progressively.

Claim

Any amicable or contentious request for compensation made by the victim of damage or his beneficiaries and sent to the Insured Person or the Insurer.

Personal liability

A legal obligation on any individual to compensate for any damage he has caused to another person.

Insurance event

Any damage or multiple damage caused to third parties for which the Insured Person is liable, resulting from a prejudicial event and giving rise to one or more claims. The prejudicial event is that which constitutes the prime cause of the damage. A chain of prejudicial events with the same technical cause is considered to be the same as a single prejudicial event.

Third party

Any person other than the Insured Person.

Motorised land vehicle

A vehicle that moves on the land (i.e. other than airborne or naval), not tied to a railway track, self-propelled (propelled by its own motive force) and is used to carry people (even if only the driver) or things.

1. PURPOSE OF THE GUARANTEE

The Insurer guarantees the Insured Person against the financial consequences of his personal liability for any physical, material and consecutive intangible damage caused to third parties in his private life.

By private life is meant any activity of a non-professional nature.

Defence

a. Supervising the claim

For damage that falls within the framework and limits of these guarantees, the Insurer will take sole responsibility for supervising the claim against the Insured Person and is free to exercise all appeal options.

The Insurer will cover the costs and fees relating to the investigation and examination of the claim, the assessor and legal representative and all litigation costs. These costs and fees will be deducted from the applicable guarantee amount.

The fact that the Insurer takes over the supervision of the Insured Person's defence does not mean that the Insurer has renounced the right to invoke any guarantee exception of which he was not aware when he took over the supervision of this defence.

In the event of a criminal trial in which civil damages are or will be claimed as part of this plea or any other subsequent plea, the Insured Person undertakes to associate the Insurer with his defence, without this commitment altering the scope of the policy guarantee.

The Insured Person must not interfere in the supervision of the proceedings when their purpose concerns the "Personal Liability" guarantee. If he does so, he risks having the guarantee declared null and void.

b. Transaction

The Insurer has the sole right, within the limits of his guarantee, to negotiate with the aggrieved parties.

No transaction or acknowledgement of liability on the part of anyone other than the Insurer may be legally binding on him.

However, the admission of a material action is not considered as an acknowledgement of liability, nor is the sole fact of having provided the victim with emergency aid when it concerns an act of assistance that anyone has the moral duty to perform.

2. EXCLUSIONS

The following are excluded:

- ◆ **The consequences of an intentional act by the Insured Person.**
- ◆ **Damage caused by civil or foreign war, declared or otherwise, riots and popular uprising, acts of terrorism, attacks and acts of sabotage.**
- ◆ **Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other cataclysms.**
- ◆ **Damage made inevitable by a deliberate act on the part of the Insured Person and which causes the insurance policy to lose its nature as a speculative contract guaranteeing uncertain events (article 1964 of the Civil Code)**
- ◆ **A fine and any other criminal sanction inflicted personally on the Insured Person.**
- ◆ **Damage or aggravated damage caused:**
 - **by weapons or devices intended to explode as a result of a change in the structure of the atomic nucleus,**
 - **by any nuclear fuel or radioactive product or waste,**
 - **by any source of ionising radiation (particularly any radio-isotope).**
- ◆ **The consequences of the presence of asbestos or lead in buildings or structures belonging to or occupied by the Insured Person, of research or work to destroy or neutralise asbestos or lead, or of the use of products containing asbestos or lead.**
- ◆ **The consequences of contractual commitments accepted by the Insured Person, which have the effect of aggravating the liability that would have been incumbent on him if the said commitments did not exist.**
- ◆ **In the United States of America and Canada:**

- punitive or exemplary damages,
- pollution damages.
- ◆ Damage of the type referred to in article L. 211-1 of the Insurance Code relating to the obligation to take out automobile insurance and caused by motorised land vehicles, their trailers or semi-trailers which are owned, kept or used by the Insured Person (including the existence or fall of accessories and products used to operate the vehicle, and the objects and substances that he transports).
- ◆ Material and consecutive intangible damage caused by fire, explosion or flood originating in buildings of which the Insured Person is the owner, tenant or occupier.
- ◆ Thefts committed in the buildings referred to in the previous exclusion.
- ◆ Material damage (other than that referred to in the two previous exclusions) and consecutive intangible damage caused to property that the Insured Person is responsible for keeping, using or safekeeping.
- ◆ The consequences of navigation by air, sea, inland waterway or lake using devices owned, kept or used by the Insured Person.
- ◆ Damage caused by prohibited weapons or ammunition owned or held by the Insured Person without Prefectural authorisation.
- ◆ Damage for which there is a legal obligation to take out insurance and resulting from the practice of hunting.
- ◆ Damage caused by animals other than domestic pets.
- ◆ Damage caused by category one (attack dogs) and category two dogs (watchdogs and defence dogs), as defined in article 211-1 of the Countryside Code, and by wild animals that have been tamed or held in captivity, mentioned in article 212-1 of the Countryside Code, stray or otherwise, of which the Insured Person is the owner or keeper (Law no. 99-5 of 6 January 1999 relating to dangerous and stray animals and animal protection).
- ◆ The consequences:
 - of organising sporting competitions;
 - of practising sports as a sports federation licence-holder;
 - of practising airborne or water sports.

3. GUARANTEE PERIOD

This policy guarantee is brought into play by the harmful event and covers the Insured Person against the financial consequences of insurance events, as long as the harmful event occurs between the date on which the guarantee takes effect and the date on which it is terminated or expires, regardless of the date of the other events constituting the insurance event (article L. 124-5 of the Insurance Code).

4. GUARANTEE AMOUNTS

The guarantee amounts expressed per insurance event constitute the limits of the Insurer's commitment for all the claims relating to the same harmful event.

The date of the insurance event is that of the harmful event. The guarantee conditions and amounts are those in force on that date.

5. WHAT DO I DO IF AN INSURANCE EVENT OCCURS?

The Insured Person must declare the insurance event within 5 working days of the event to ASSUR TRAVEL, who will pass it on to the Insurer who will manage it. If the event is not declared within that deadline, the guarantee will be null and void.

6. LEGAL NOTICES

INSURER:

The policy has been taken out via the **Groupama Special Lines** on behalf of:

Groupama Rhône-Alpes Auvergne "Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne"
50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28 A company governed by the Insurance

Code and supervised by the “Autorité de Contrôle Prudentiel et de Résolution” ACPR) – 4 Place de Budapest CS 92459- 75436 Paris Cedex 09. .

DEALING WITH COMPLAINTS

In the event of a difficulty, the Policyholder should contact the Broker through whom he has taken out the policy. If the Policyholder is not satisfied with his response, he may send his complaint to the Groupe Special Lines “Complaints” department:

- By post: **Groupe Special Lines - Service Réclamations - 6-8 rue Jean Jaurès - 92800 PUTEAUX**

- By e-mail: reclamations@groupespeciallines.fr

If he is still not satisfied with the response to his complaint, the Policyholder may contact the Groupama Rhône-Alpes Auvergne “Complaints” department:

- By post:

**Groupama Rhône-Alpes Auvergne
Service Consommateurs
TSA 70019 – 69252 LYON CEDEX 09**

- By e-mail: Service-consommateurs@groupama-ra.com

Finally, if there is still a disagreement over the position or solution proposed, the Policyholder may refer his complaint to the Insurance Mediator:

- By post:

**Médiation de l’Assurance
TSA 50110
75441 PARIS CEDEX 09**

- By internet on www.mediation-assurance.org

SUPERVISORY BODY

In accordance with the Insurance Code (Article L. 112-4), the supervisory body for GROUPE SPECIAL LINES and GROUPAMA is the **ACPR, 4 Place de Budapest CS 92459- 75436 Paris Cedex 09.**