

WHO SHOULD YOU CONTACT IN THE EVENT OF A CLAIM?

XPLOR ASSUR
Bien plus que vous assister

IN THE EVENT OF AN INSURANCE CLAIM, PLEASE CONTACT:

sinistre.xplorassur.com

4637-3947-3948

XPLOR ASSUR

CANCELLATION COVER FOR ALL VALID REASONS

TABLE OF COVER AMOUNTS AND EXCESSES		
Cover	**Maximum amount (including VAT)**	**Excess**
Cancellation for medical reasons **Cancellation for specified reasons** • Serious damage to private or business premises • Theft from private or business premises • Summoned as a witness or juror in a criminal trial • Summoned in connection with a child's adoption • Summoned to sit a resit examination • Obtaining a job or a paid work placement • Redundancy • Job transfer • Cancellation or alteration of paid leave • Serious damage to the vehicle 48 hours before departure • Theft of identity documents • Contraindication to vaccination • Cancellation by a travelling companion (maximum 4)	€8,000 per person €40,000 per event	No excess Excess of €30 per person, except for the following cover: • Job transfer • Cancellation or alteration of paid leave • Theft of identity documents for which the excess is €100 per person
Cancellation for any valid reason		Excess of 10 per cent of the cancellation fees, with a minimum of €50 per person and €150 per booking

CANCELLATION FOR MEDICAL REASONS

Cover is provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

Serious illness, serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness or accident, diagnosed before you booked your trip:

- yourself,
- a member of your family,
- any person usually living in your household,
- the person responsible for the care of your minor or disabled children, as designated at the time of taking out the cover.

Pregnancy complications up to the 28th week:

- and which result in the complete cessation of all professional or other activities, provided that at the time of departure you were not more than 6 months pregnant, or,
- if the very nature of the trip is incompatible with your pregnancy, provided that you were not aware of your condition at the time of booking.

It is your responsibility to prove the validity of the circumstances entitling you to our benefits; we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not substantiate the facts.

CANCELLATION FOR SPECIFIED REASONS: with an excess of €30 per person

Cover is also provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

- **Serious property damage** requiring your presence on the scheduled day of departure to take the necessary precautionary measures, resulting from a fire, water damage or natural disasters, and affecting more than 50 per cent of your private or business premises.
- **Theft from your private or business premises,** necessitating your presence on the day of departure, provided that it occurred within 48 hours prior to your departure on the trip.
- **Your summons to appear as a witness or juror in a criminal trial** during the period of your insured stay, provided that the summons was not known at the time the Policy was taken out.
- **Your summons to attend a child adoption** hearing during your insured stay, provided that the summons was not known at the time the Policy was taken out.
- **Your summons,** on a date falling within the duration of your trip, to sit a resit examination in the context of higher education, provided that the failure in the examination was not known at the time this Policy was taken out.
- **Securing a salaried job or a paid work placement,** commencing before or during the dates scheduled for your trip, whilst you were registered with Pôle Emploi, provided that this does not involve an extension, renewal or change of contract type, nor an assignment provided by a temporary employment agency.
- **Your redundancy**, or that of your legal or de facto spouse, provided that the procedure had not been initiated on the date this Policy was taken out and/or that you were not aware of the date of the event at the time the Policy was taken out.
- **Serious damage to your vehicle** occurring within 48 hours prior to departure, provided that the vehicle can no longer be used to

reach your holiday destination / your point of departure.

- **A** medical **contraindication to vaccination,** side effects following vaccination, or a medical inability to undergo preventative treatment required for your chosen travel destination.
- **Cancellation for a covered reason** by one or more people booked at the same time as you (maximum 4) and insured under this policy. If you wish to travel alone, additional costs will be taken into account, though our reimbursement may not exceed the amount due in the event of cancellation on the date of the event.

CANCELLATION FOR SPECIFIED REASONS: with an excess of €100 per person

- **A** non-disciplinary **job transfer** imposed by your employer, requiring you to move house during the period of your insured stay or within the 8 days prior to your departure, provided that the transfer was not known at the time the Policy was taken out. This cover is provided to salaried employees, excluding members of the liberal professions, directors, legal representatives of companies, self-employed persons, craftspeople and casual workers in the entertainment industry.
- **The cancellation or alteration of the dates of your paid annual leave by your employer.** This cover is provided to salaried employees, excluding members of the liberal professions, directors, legal representatives of companies, self-employed persons, craftspeople and casual workers in the entertainment industry. Such leave, which constitutes an acquired right, must have been subject to prior agreement by the employer.
- **The theft, within 4 days prior to your departure, of your identity documents (passport, identity card) essential for the customs clearance(s) scheduled** during your trip, provided that a report of the theft has been made as soon as possible to the nearest police authorities.

CANCELLATION FOR ANY JUSTIFIED REASON: subject to an excess of 10% of the cancellation costs (minimum €50 per person and €150 per booking)

Cover is also provided, up to the limit specified in the Table of Cover, for **any other fortuitous event, whatever its nature, constituting an immediate, real and serious obstacle** preventing your departure and/or the carrying out of the activities planned during your stay. A fortuitous event is defined as any sudden, unforeseeable circumstance beyond the control of the insured person that justifies the cancellation of the trip. The unforeseen event must have a direct causal link with the inability to travel.

Cancellation for a covered reason by one or more people booked at the same time as you (maximum 4 people) and insured under this policy. If you wish to go on the trip alone, additional costs will be taken into account, although our reimbursement may not exceed the amount due in the event of cancellation on the date of the event.

THE AMOUNT OF COVER

The compensation paid under this Policy may under no circumstances exceed the price of the trip declared when this Policy was taken out and within the limits set out in the Table of Cover.

We will reimburse you for the cancellation fees charged 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 fees and the premium paid in return for taking out this policy are non-refundable.

WITHIN WHAT TIME FRAME MUST YOU REPORT A CLAIM?

Two steps:

1/ As soon as the first symptoms of the illness appear or as soon as you become aware of the event giving rise to the cover, you must notify **your travel agency IMMEDIATELY.**

If you subsequently cancel the trip with your travel agency, we will only reimburse you for cancellation fees from the date on which the medical contraindication was confirmed by a competent authority, in accordance with the cancellation scale set out in the travel agency's special terms and conditions of sale.

2/ Furthermore, you must report the claim to XPLORASSUR within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- in the event of illness or accident, a medical certificate and/or an administrative hospitalisation report specifying the cause, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a death certificate and a civil status record,
- in all other cases, any supporting documentation justifying the reason for your cancellation.

You must provide XPLORASSUR with the documents and medical information required to assess your claim, using the pre-printed 'Medical Service' envelope which we will send to you upon receipt of the claim form, together with the medical questionnaire to be completed by your doctor.

If you do not have these documents or details, you must obtain them from your GP and send them to XPLORASSUR using the pre-printed envelope referred to above.

You must also provide any information or documents requested to substantiate the reason for your cancellation, including:

- all photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they were issued or carried out, in particular medical records showing, for prescribed medicines, copies of the corresponding medicine labels.
- statements from Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original receipt for the amount you are required to pay to the travel agency or which the agency retains,
- your insurance policy number,
- the booking confirmation 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, as well as, where applicable, any witnesses,
- and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object to this without a legitimate reason, you will forfeit your entitlement to cover.

WHAT IS EXCLUDED

The Cancellation cover does not cover the inability to travel due to logistical issues, accommodation conditions or safety conditions at the destination.

In addition to the general exclusions, which apply to all cover, the following are also excluded:

- **Any event, illness or accident that has been diagnosed for the first time, or which has resulted in a relapse, worsening of symptoms or hospitalisation, between the date of booking the holiday and the date of taking out the insurance policy,**
- **Any circumstance that merely detracts from the enjoyment of the holiday,**
- **Pregnancy, including any complications beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,**
- **Failure to have a vaccination,**
- **Any failure on the part of the carrier, including financial failure, rendering it impossible for the carrier to fulfil its contractual obligations,**
- **A lack of or excessive snow cover,**
- **Any medical event where the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days following the taking out of this Contract,**
- **Pollution, the local health situation, natural disasters falling within the scope of the procedure set out in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,**
- **The consequences of any criminal proceedings against you,**
- **The absence of a fortuitous event,**
- **An intentional and/or unlawful act, the consequences of being under the influence of alcohol or drugs, or the consumption of any narcotic substance listed in the Public Health Code, or of medicines and treatments not prescribed by a doctor,**
- **The mere fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs;**
- **An act of negligence on your part;**
- **Any event for which the travel agency may be held liable under the Tourism Code in force;**
- **Failure to present, for whatever reason, documents essential for the holiday, such as a passport, identity card, visa, travel tickets or vaccination record, except in the event of theft within 4 days prior to departure.**

LUGGAGE COVER

TABLE OF COVERAGE AMOUNTS AND EXCESSES		
Cover	**Maximum amount (including VAT)**	**Excess**
Luggage **including sports equipment** **Valuables** **Items purchased during the trip** **Delayed delivery (more than 24 hours)**	€1,500 per person €5,000 per event €1,500 for the insured person's sports equipment 50 per cent of the sum insured 100 per cent of the sum insured €300 per claim	Excess: €30 per person Excess: €30 per person Excess: €30 per person Excess: €30 per person No excess

We cover, up to the amount specified in the Table of Cover, your luggage, items and personal effects, whether taken with you or purchased during your trip, whilst away from your main or secondary residence, in the event of:

- theft,
- total or partial destruction,
- loss whilst being transported by a transport company.

DELAY IN THE DELIVERY OF YOUR LUGGAGE

If your personal luggage is not handed over to you at the destination airport (on the outward journey) and is returned to you more than 24 hours late, we will reimburse you, upon presentation of supporting documents, for essential items up to the amount specified in the Table of Cover.

However, you may not combine this compensation with any other compensation under the LUGGAGE cover.

WHAT ARE THE LIMITS OF OUR COVER?

For valuables, pearls, jewellery, watches, furs worn on the person, as well as any sound and/or image recording devices and their accessories, hunting rifles, fishing equipment and laptops, the reimbursement value may under no circumstances exceed the amount specified in the Table of Cover.

Furthermore, the items listed above are covered only against theft that is clearly established and duly reported as such to a competent authority (police, gendarmerie, transport company, flight attendant, etc.).

- Theft of jewellery is covered ONLY when it is placed in a safe or when it is being worn by you.
- The theft of any sound and/or image reproduction equipment and its accessories is covered ONLY when such items are placed in a safe deposit box or when they are carried by you.

If you are travelling by private car, the risk of theft is covered provided that your luggage and personal effects are kept in the locked boot of the vehicle and out of sight. Only theft by breaking and entering is covered.

If the vehicle is parked on a public road, cover is only provided between 7.00 am and 10.00 pm.

WHAT WE EXCLUDE

In addition to the exclusions set out in the section 'GENERAL EXCLUSIONS', we cannot provide cover in the following circumstances:

- **The theft of luggage, personal effects and belongings left unattended in a public place or stored in premises made available for shared use by several people,**
- **The theft of any sound and/or image reproduction equipment and its accessories when they have not been placed in a locked safe, whilst not being carried on the person; this effectively means that such equipment is not covered when entrusted to any transport company whatsoever (air, sea, rail, road, etc.),**
- **Misplacement, loss (except by a transport company), or mix-up,**
- **Theft without forced entry, duly recorded and reported by an authority (police, gendarmerie, transport company, flight attendant, etc.),**
- **Accidental damage caused by the leakage of liquids, greasy substances, dyes or corrosive substances contained in your luggage,**
- **Confiscation of property by the authorities (customs, police),**
- **Damage caused by moths and/or rodents, as well as by cigarette burns or a non-incandescent heat source,**
- **Theft from any vehicle not fitted with a boot,**
- **Collections and samples carried by sales representatives,**
- **The theft, loss, misplacement or damage to cash, documents, books, travel tickets and credit cards,**
- **The misplacement, loss or damage to official documents: passports, identity cards or residence permits, vehicle registration documents and driving licences,**
- **The theft of jewellery when it has not been placed in a locked safety deposit box whilst not being worn; this effectively means that jewellery is not covered when entrusted to any transport company (air, sea, rail, road, etc.),**
- **Breakage of fragile items such as porcelain, glass, ivory, pottery and marble,**
- **Indirect damage such as depreciation and loss of use,**
- **The items listed below: any prostheses, medical aids of any kind, trailers, securities, paintings, spectacles, contact lenses, keys of any kind, documents recorded on tape or film, as well as professional equipment, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcoholic drinks, works of art, cosmetics and photographic film.**

WHAT IS THE MAXIMUM AMOUNT WE WILL PAY?

The amount stated in the Table of Cover constitutes the maximum reimbursement for all claims arising during the period of cover.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or loss whilst in transit with a transport company, you will be compensated upon presentation of supporting documents and on the basis of the replacement value of equivalent items of the same nature, less depreciation.

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase price of the luggage or valuable item. In the following year, the reimbursement amount will be calculated at up to 75 per cent of the purchase price. In subsequent years, the value will be reduced by a further 10 per cent.

In the event of theft, you will be compensated upon presentation of supporting documents and on the basis of the replacement value of the item as new, with equivalent items of the same nature.

Under no circumstances will the proportional capital rule set out in Article L.121-5 of the French Insurance Code apply. Our reimbursement

will be made after deducting any reimbursement received from the transport company and the excess.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim must be submitted to XPLORASSUR within 5 working days, except in cases of unforeseeable circumstances or force majeure; if this deadline is not met and we suffer a loss as a result, you will forfeit all entitlement to compensation.

The claim must be accompanied by the following documents:

- a receipt confirming that a complaint has been lodged in the event of theft, or a report of theft made to a competent authority (police, gendarmerie, transport company, flight attendant, etc.) in the case of theft during your stay or loss by a transport company;
- the report of loss or destruction issued by the carrier (sea, air, rail or road) where luggage or items have been lost, damaged or stolen whilst in the carrier's legal custody.

Failure to provide these documents may result in the forfeiture of your entitlement to compensation.

The sums insured cannot be regarded 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 prove, by any means at your disposal and by any documents in your possession, the existence and value of these items at the time of the incident, as well as the extent of the damage.

If you knowingly use inaccurate documents as evidence, resort to fraudulent means, or make inaccurate or misleading statements, you will forfeit all rights to compensation, without prejudice to any legal proceedings we may then be entitled to bring against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF YOUR LUGGAGE, ITEMS OR PERSONAL BELONGINGS?

You must notify XPLORASSUR immediately by registered letter as soon as you become aware of this:

- if we have not yet paid you the compensation, you must take back possession of the said luggage, items or personal effects; we shall then only be liable for payment in respect of any damage or loss.
- if we have already paid you compensation, you may choose within 15 days:
- either to relinquish the said luggage, items or personal effects in our favour,
- or to reclaim the said luggage, items or personal effects by returning the compensation you have received, less, where applicable, the portion of that compensation corresponding to any damage or loss.

If you have not made a choice within 15 days, we will assume that you have opted to relinquish ownership.

SPECIAL COVER FOR EPIDEMICS AND PANDEMICS APPLICABLE AS AN EXTENSION TO YOUR POLICY NO. 4687



WHO TO CONTACT IN THE EVENT OF A CLAIM?

IN THE EVENT OF AN INSURANCE CLAIM, PLEASE CONTACT:

sinistre.xplorassur.com

General provisions applicable to all policies taken out on or after[1] July 2026

TABLE OF COVER AMOUNTS	
CANCELLATION	**Maximum amounts covered**
Cancellation due to serious illness in the event of an epidemic or pandemic	€8,000 per person
Cancellation due to refusal of boarding at an airport or railway station, bus station or port of departure following a temperature check	€40,000 per event Excess: 10 per cent of the cancellation costs with a minimum of €50 per person
Cancellation in the event of failure to be vaccinated against Covid-19	

DEFINITIONS

EPIDEMIC: An abnormally high incidence of a disease during a given period and in a given region.

PANDEMIC: An epidemic that spreads across a vast territory, crossing borders, and is classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities in the country where the incident occurred.

ILLNESS: A sudden and unforeseeable deterioration in health confirmed by a competent medical authority**.**

SERIOUS ILLNESS: A sudden and unforeseeable deterioration in health, as confirmed by a competent medical authority, resulting in the issue of a prescription for medication for the patient and necessitating the cessation of all professional or other activities.

QUARANTINE: Isolation of a person, in the event of a suspected or confirmed illness, ordered by a competent local authority, with a view to preventing the risk of the said illness spreading in the context of an epidemic or pandemic.

DESCRIPTION OF THE INSURANCE COVER

WHAT WE COVER

CANCELLATION

Cover is provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

- **Cancellation due to a serious illness (including a serious illness resulting from an epidemic or pandemic), a serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness or accident, diagnosed before you booked your trip:**

- Yourself, your spouse or civil partner, your ascendants or descendants (of any degree), your guardian or any person usually living in your household,
- Your brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law and mothers-in-law,
- Your designated professional replacement as specified at the time of taking out the policy,
- The person named when this policy was taken out, who is responsible during your trip for looking after or accompanying your minor children, or a disabled person living in your household, on holiday, provided that hospitalisation lasts for more than 48 hours or death occurs.

- **Cancellation due to denied boarding**

Denied boarding at the airport, railway station, coach station or port of departure following a temperature check organised by the health authorities of the country of departure or the transport company with which you are travelling. (You must provide us with proof issued by the transport company that refused you boarding, or by the health authorities; without this proof, no compensation will be payable).

- **Lack of Covid-19 vaccination**

Where, at the time of taking out this policy, the destination country did not require vaccination against Covid-19 for entry into its territory, but where, at the time of your departure, it does require it:

- And you are no longer within the required timeframe to receive the vaccination necessary to travel,
- Or you are unable to receive this vaccination due to a medical contraindication.

It is your responsibility to establish the facts of the situation giving rise to entitlement to our benefits; we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the facts of the case.

WITHIN WHAT TIME FRAME MUST YOU REPORT THE CLAIM?

Two steps

1/ As soon as the first symptoms of the illness appear, you must **IMMEDIATELY** notify **your travel agency.**

If you subsequently cancel the trip with your travel agency, we will only reimburse you for cancellation fees from the date on which the medical contraindication was confirmed by a competent authority, in accordance with the cancellation scale set out in the travel agency's special terms and conditions of sale.

2/ Furthermore, you must report the claim to XPLORASSUR within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- A medical certificate and/or an administrative hospitalisation report specifying the cause, nature, severity and foreseeable consequences of the illness,

You must provide XPLORASSUR with the medical documents and information required to assess your claim, as well as the medical questionnaire to be completed by your doctor.
You must also provide any information or documents requested to substantiate the reason for your cancellation, including:

- All photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they were dispensed or carried out, in particular medical claim forms including, for prescribed medicines, copies of the corresponding medicine labels.
- Statements from Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- The original receipt for the amount you are required to pay to the travel agency or which the agency retains,
- Your insurance policy number,
- The booking 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, as well as any witnesses, if applicable,
- In the event of denied boarding: a certificate issued by the transport company that denied you boarding, or by the health authorities; in the absence of such proof, no compensation will be payable,
- and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object to this without a legitimate reason, you will forfeit your entitlement to cover.

EXCLUSIONS FROM THE CANCELLATION COVERAGE – EPIDEMIC OR PANDEMIC EXTENSION

The Cancellation cover does not cover the inability to travel due to border closures, logistical arrangements, or accommodation or safety conditions at the destination.
In addition to the exclusions common to all cover, the following are also excluded:

- **Any event, illness or accident that was first diagnosed, relapsed, worsened or resulted in hospitalisation between the date of booking the holiday and the date the insurance policy was taken out,**
- **Any circumstance that merely detracts from the enjoyment of the holiday,**
- **Pregnancy, including any complications beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,**
- **Failure to have a vaccination,**
- **Any failure on the part of the carrier, including financial failure, rendering it impossible for the carrier to fulfil its contractual obligations,**
- **A lack of or excessive snow cover,**
- **Any medical event where the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days following the taking out of this Contract,**
- **Pollution, the local health situation, natural disasters falling within the scope of the procedure set out in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,**
- **The consequences of any criminal proceedings against you,**
- **Any other event occurring between the date of taking out the insurance policy and the departure date of your trip**
- **Any event occurring between the date on which the trip was booked and the date on which the insurance policy was taken out.**

- **Exclusion of fortuitous events,**
- **an intentional act and/or one that is unlawful, the consequences of being under the influence of alcohol or drugs, the consumption of any narcotic substance listed in the Public Health Code, or the use of medicines and treatments not prescribed by a doctor,**
- **The mere fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,**
- **An act of negligence on your part,**
- **Any event for which the travel agency may be held liable under the Tourism Code in force,**
- **Failure to present, for any reason whatsoever, documents essential for the trip, such as a passport, identity card, visa, travel tickets or vaccination record, except in the event of theft of the passport or identity card within 48 hours prior to departure.**

GENERAL EXCLUSIONS FROM THE EPIDEMIC OR PANDEMIC EXTENSION

The following do not give rise to any compensation from us:

- **Services that were not requested during the trip or that were not organised by us, or in agreement with us, do not entitle the customer, retrospectively, to a refund or compensation,**
- **Costs of meals and accommodation, except those specified in the terms of cover,**
- **Damage caused intentionally by the Insured Person and damage resulting from their involvement in a crime, an offence or a brawl, except in cases of self-defence,**
- **The amount of any fines and their consequences,**
- **The use of narcotics or drugs not prescribed by a doctor,**
- **Being under the influence of alcohol,**
- **Customs duties,**
- **Participation as a competitor in a competitive sport or rally eligible for national or international ranking, organised by a sports federation for which a licence is issued, as well as training for such competitions,**
- **The professional practice of any sport,**
- **Participation in competitions or endurance or speed events, and in preparatory trials for such events, in any land, water or air vehicle,**
- **The consequences of failing to comply with recognised safety rules relating to the practice of any recreational sporting activity,**
- **Costs incurred after returning from the trip or after the cover has expired,**
- **Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high-altitude mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, and snow sports involving international, national or regional rankings,**
- **Deliberate failure to comply with the regulations of the country visited or the pursuit of activities not authorised by the local authorities,**
- **Official prohibitions, seizures or coercive measures by law enforcement agencies,**
- **The use by the Beneficiary/Insured Person of aircraft navigation equipment,**
- **The use of military equipment, explosives and firearms,**
- **Damage resulting from wilful misconduct or fraud on the part of the Insured in accordance with Article L.113-1 of the Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics and pandemics (unless otherwise specified in the cover), pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular uprisings, acts of terrorism, hostage-taking,**
- **The disintegration of the atomic nucleus or any radiation emanating from a radioactive energy source.**

MUTUAIDE ASSISTANCE shall under no circumstances be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or from events such as civil or foreign war, riots or popular uprisings, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, the disintegration of the atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and disasters

GENERAL PROVISIONS

DEFINITIONS

We, the Insurer
The Insurer is MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS20010 - 93196 Noisy-le-Grand Cedex – a public limited company (S.A.) with a fully paid-up share capital of €15,180,660 – a company governed by the Insurance Code, registered with the Trade and Companies Register (RCS) under number 383 974 086 in Créteil – VAT number FR 31 3 974 086 000 19.
For the 'Personal Liability Abroad' and 'Personal Accident' cover, policy number 35.806.460, the Insurer is GROUPAMA D'OC – 14 rue de Vidailhan - CS 93105 – 31131 BALMA Cedex, Caisse Régionale d'Assurances Mutuelles Agricoles d'Oc – RCS Toulouse 391 851 557.

Serious bodily injury
A sudden deterioration in health resulting from the sudden action of an external cause not attributable to the victim's own actions, as confirmed by a competent medical authority, leading to the issue of a prescription for medication for the patient and necessitating the cessation of all professional or other activities.

Insured person
The following are considered to be Insured Persons: natural persons travelling through the Policyholder and who have taken out this policy, hereinafter referred to as 'You'.

Insured Person (Overseas Personal Liability and Personal Accident Cover)
These persons must be resident in mainland France or an Overseas Department and must have taken out this policy through a tour operator or travel agency

Terrorist attack
Any act of violence constituting a criminal or unlawful attack committed against persons and/or property in the country in which you are staying, intended to seriously disrupt public order through intimidation and terror, and which is reported in the media.
This "terrorist attack" must be recognised as such by the French Ministry of Foreign Affairs or the Ministry of the Interior.
If several attacks take place on the same day, in the same country, and if the authorities regard them as a single, coordinated action, this will be considered a single event.

Luggage
Travel bags, suitcases, trunks and their contents, excluding the clothing you are wearing.

Natural disaster
An abnormal intensity of a natural force not resulting from human intervention. A phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural disaster, caused by the abnormal intensity of a natural force and recognised as such by the public authorities.

Definition of personal assistance
Personal assistance comprises all the services provided in the event of illness, injury or death of the insured persons whilst on a covered trip.

Covered trip
A trip organised by the Policyholder and for which you are insured under the relevant cover. The period of cover corresponds to the dates of the trip stated on the invoice issued, up to a maximum of 90 consecutive days.

Place of residence
For Assistance and Insurance cover, excluding Overseas Personal Liability and Personal Accident cover, 'domicile' is defined as the main and habitual place of residence in mainland France, the French Overseas Departments and Regions (DOM-ROM), the French Overseas Collectivities (COM) or in Europe. In the event of a dispute, the tax domicile shall be deemed to be the domicile. For cover under the Overseas Personal Liability and Personal Accident schemes, the place of residence must be in mainland France or an Overseas Department.

Overseas Departments and Regions (DOM-ROM), Overseas Collectivities (COM) and sui generis entities
Guadeloupe; Martinique; French Guiana; Réunion; French Polynesia; Saint Pierre and Miquelon; Wallis and Futuna; Mayotte; Saint Martin; Saint Barthélemy; New Caledonia.

Duration of cover
• The "Cancellation" cover takes effect on the day you take out the insurance policy and expires on the day you set off on your trip.
• The period of cover for the other types of cover corresponds to the dates of the trip stated on the invoice issued by the tour operator, up to a maximum of 90 consecutive days.

Essential personal effects
Clothing and toiletries to enable you to cope temporarily whilst your personal belongings are unavailable.

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

Events covered by assistance
Illness, injury or death whilst on a covered trip.

Provision of benefits
The benefits covered by this policy may only be triggered with the prior consent of MUTUAIDE ASSISTANCE. Consequently, MUTUAIDE ASSISTANCE will not reimburse any expenses incurred by the Insured Persons without authorisation.

Excess
The portion of the claim to be borne by the Insured Person, as stipulated in the contract, in the event of compensation following a claim. The excess may be expressed as a sum, a percentage, a number of days, hours or kilometres.

Group
All participants listed on the same travel booking form.

Long-haul
'Long-haul' refers to journeys to other countries around the world.

Maghreb
Algeria, Morocco, Tunisia.

Illness
A sudden and unforeseeable deterioration in health, as certified by a competent medical authority.

Serious illness
A sudden and unforeseeable deterioration in health, as certified by a competent medical authority, resulting in the issue of a prescription for medication for the patient and necessitating the cessation of all professional or other activities.

Maximum per event
Where cover applies to several insured persons who are victims of the same event and are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

Family members
Your legal or de facto spouse or any person with whom you are in a civil partnership (PACS), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers and sisters – including the children of the spouse or cohabiting partner of one of your direct ascendants – brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces, cousins, or those of your spouse. They must be resident in the same country as you, unless otherwise stipulated in the contract.

Medium-haul
'Medium-haul' refers to journeys to destinations in Europe and the Maghreb countries.

We organise
We carry out the necessary procedures to ensure you have access to the service.

We cover
We fund the service.

Invalidity
Any fraud, forgery, false statements or perjury that may trigger the guarantees set out in the agreement shall render our commitments null and void and result in the forfeiture of the rights provided for in the said agreement.

Valuables
Pearls, jewellery, watches, fur garments, as well as any sound and/or image reproduction devices and their accessories, hunting rifles, fishing equipment and laptops.

Claim
An unforeseen event of such a nature as to trigger the cover provided under this contract.

Policyholder
The tour operator with its registered office in mainland France.

Territorial scope
Worldwide.

GENERAL EXCLUSIONS

The following do not give rise to our intervention:

- **Services which were not requested during the trip or which were not organised by us, or in agreement with us, do not entitle the customer to a refund or compensation at a later date,**
- **Costs relating to meals and accommodation, except where specified in the terms of cover,**
- **Damage caused intentionally by the Insured Person and damage resulting from their involvement in a crime, an offence or a brawl, except in cases of self-defence,**
- **The amount of any fines and their consequences,**
- **The use of narcotics or drugs not prescribed by a doctor,**
- **Being under the influence of alcohol,**
- **Customs duties,**
- **Participation as a competitor in a competitive sport or rally eligible for national or international ranking, organised by a sports federation for which a licence is issued, as well as training for such competitions,**
- **The professional practice of any sport,**
- **Participation in competitions or endurance or speed events, and in preparatory trials for such events, in any land, water or air vehicle,**
- **The consequences of failing to comply with recognised safety rules relating to the practice of any recreational sporting activity,**
- **Costs incurred after returning from the trip or after the cover has expired,**
- **Official prohibitions, seizures or coercive measures by law enforcement authorities,**
- **The Insured's use of aircraft,**
- **The use of military equipment, explosives and firearms,**
- **Damage resulting from wilful misconduct or fraud on the part of the Insured Person in accordance with Article L.113-1 of the Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics, pollution and natural disasters,**
- **Civil or foreign war, riots, strikes, popular uprisings, acts of terrorism, hostage-taking,**
- **The disintegration of the atomic nucleus or any radiation emanating from a radioactive energy source.**

MUTUAIDE ASSISTANCE shall under no circumstances be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or from events such as civil or foreign war, riots or popular uprisings, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, nuclear fission, the explosion of devices and radioactive effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

COMPLEMENTARY MULTIRISK COVER FOR BANK CARDS

Please note: before making any call, you must first contact your bank card's insurance provider. To take out this cover, you must hold a multi-service bank card offering Cancellation and Repatriation Assistance cover: Gold Mastercard, Visa Premier, Infinite Platinum, American Express Gold, to the exclusion of all other types of bank cards. Only bank cards issued by a French bank are accepted.You must be resident in France for tax purposes to be eligible for this cover.

RULES GOVERNING THE PROVISION OF ASSISTANCE SERVICES

Assistance services can only be activated following a telephone call from the Insured Person at the time of the incident.

Upon receipt of the call, MUTUAIDE ASSISTANCE, having verified the claimant's entitlement, will organise and cover the services provided for in this agreement.

In order to receive a service, MUTUAIDE ASSISTANCE may ask the Insured Person to provide evidence of the status they claim and to produce, at their own expense, the supporting documents proving this entitlement.

The Insured must allow our doctors access to all medical information concerning the person on whose behalf we are acting. This information will be treated in accordance with medical confidentiality.

MUTUAIDE ASSISTANCE may under no circumstances act in place of local emergency services and will intervene only within the limits of the authorisations granted by the local authorities; nor will it cover the costs incurred, with the exception of transport costs by ambulance or taxi to the nearest location where appropriate care can be provided, in the event of a minor illness or slight injuries requiring neither repatriation nor medical transport.

Any assistance provided by MUTUAIDE ASSISTANCE is carried out in full compliance with national and international laws and regulations. It is therefore subject to the necessary authorisations being obtained from the relevant authorities.

Where MUTUAIDE ASSISTANCE has arranged for the transport of an Insured Person, the latter must return to MUTUAIDE ASSISTANCE their originally booked but unused return ticket.

MUTUAIDE ASSISTANCE decides on the type of flight ticket to be provided to the Insured Person, depending on the options offered by the airlines and the duration of the journey.

REIMBURSEMENT TERMS

Reimbursements to the Insured Person can only be made by us upon presentation of the original, paid-up invoices corresponding to expenses incurred with our agreement.

Claims for reimbursement must be sent to:

MUTUAIDE ASSISTANCE
Claims Management
Department 126 rue de la
Piazza - CS20010 93196 Noisy-
le-Grand Cedex

HANDLING OF CLAIMS

1. In the event of a disagreement or dissatisfaction regarding the administration of your policy, please bring this to the attention of XPLORASSUR by writing to the following address: XPLORASSUR, 74–78 Rue Anatole France, 92300 Levallois-Perret, or by email toreclamation@xplorassur.com for the insurance cover listed below:

- Cancellation
- Luggage

If you are not satisfied with the response you receive, you may write to:

MUTUAIDE
TSA Insurance
Department 20001
93196 Noisy-le-Grand Cedex

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be dealt with within two months at the latest. If the dispute remains unresolved, you may refer the matter to the Insurance Mediation Service by post at:

The Insurance Ombudsman
TSA 50110 - 75441 Paris Cedex 09

2. In the event of any difficulties regarding the application of the Private Civil Liability cover abroad and Personal Accident cover, the Policyholder or the Insured may submit their claim to:

GROUPAMA D'OC
14 rue de Vidailhan - CS 93105
31131 BALMA Cedex

The Insurer shall acknowledge receipt of the claim within a period not exceeding 10 working days from the date of receipt, unless a response is provided to the customer within that period. The Insurer shall send its response to the Insured within a period not exceeding two months from the date of receipt.

Finally, if you remain dissatisfied following the response provided, you may refer the matter to the Insurance Ombudsman, provided that no legal proceedings have been initiated:

The Insurance Ombudsman, TSA 50110,
75441 Paris Cedex 09

DATA COLLECTION

The Insured acknowledges that they have been informed that the Insurer processes their personal data in accordance with the regulations on the protection of personal data currently in force and that, furthermore:

- answers to the questions asked are mandatory and that, in the event of false statements or omissions, the consequences for the Insured may include the nullity of the contract (Article L 113-8 of the Insurance Code) or a reduction in compensation (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the conclusion and performance of the policy and its cover, for the management of commercial and contractual relations, or for compliance with applicable legal, regulatory or administrative provisions.
- The data collected and processed is retained for the period necessary to fulfil the contract or the legal obligation. This data is then archived in accordance with the time limits set out in the provisions relating to limitation periods.
- The recipients of the data concerning the policyholder are, within the limits of their remit, the Insurer's departments responsible for the conclusion, management and performance of the insurance contract and the cover provided, as well as its delegates, agents, partners, subcontractors and reinsurers in the course of carrying out their duties. It may also be disclosed, where necessary, to professional bodies and to any persons involved in the contract, such as solicitors, experts, court officers and ministerial officers, curators, guardians and investigators.
  Information concerning the Policyholder may also be disclosed to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities, and all public bodies authorised to receive such information, as well as to bodies responsible for oversight, such as statutory auditors, auditors and internal audit departments).
- As a financial institution, the Insurer is subject to legal obligations arising primarily from the Monetary and Financial Code regarding the fight against money laundering and the financing of terrorism and, as such, carries out contract monitoring which may result in the filing of a suspicious activity report or the 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 the cessation of the relationship.
- Their personal data may also be used as part of a process to combat insurance fraud, which may, where applicable, lead to their inclusion on a list of persons presenting a risk of fraud.
- Such inclusion may result in a delay in the assessment of their case, or even a reduction in or refusal of a right, benefit, contract or service offered.

In this context, personal data concerning the customer (or concerning the parties to or persons with an interest in the contract) may be processed by any authorised persons working within the Insurer Group's entities as part of the fight against fraud. This data may also be disclosed to authorised staff of organisations directly affected by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by law and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to assess the alert and is then deleted, unless the alert proves to be valid. In the event of a valid alert, the data is retained for up to five (5) years from the closure of the fraud case, or until the conclusion of legal proceedings and the expiry of the applicable limitation periods.

For individuals included on a list of suspected fraudsters, data relating to them is deleted after a period of five years from the date of inclusion on that list.

- In its capacity as an Insurer, it is entitled to process data relating to offences, convictions and security measures, either at the time the policy is taken out, during its term, or in the context of dispute resolution.
- Personal data may also be used by the Insurer in the context of data processing operations it carries out for the purposes of research and development to improve the quality or relevance of its future insurance and/or assistance products and service offerings.
- Personal data relating to the Insured may be accessible to certain employees or service providers of the Insurer based in countries outside the European Union.
- The Insured Party has the right, upon proving their identity, to access, rectify, erase and object to the processing of their data. They also have the right to request that the use of their data be restricted when it is no longer necessary, or to receive the data they have provided in a structured format where such data is necessary for the contract or where they have consented to its use.

They have the right to set out guidelines regarding the handling of their personal data after their death. These guidelines, whether general or specific, relate to the retention, erasure and disclosure of their data following their death.

These rights may be exercised by contacting the Insurer's Data Protection Officer:

- by email: atdrpo@mutuaide.fr or
- by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS20010 - 93196 Noisy-le-Grand Cedex

If, after making a request to the Data Protection Officer, the data subject has not received a satisfactory response, they may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the services provided by it, to the Insured's rights and claims against any person liable for the events giving rise to its intervention. Where the benefits provided under the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the Insured's rights and claims against that company or institution.

LIMITATION PERIOD

Pursuant to Article L 114-1 of the Insurance Code, any claim arising from this contract is time-barred two years from the event giving rise to it. This period is extended to ten years for death cover, with beneficiaries' claims being time-barred no later than thirty years from that event.

However, this period shall not commence:

- in the event of concealment, omission, or a false or inaccurate declaration regarding the risk involved, from the date on which the Insurer became aware of it;
- in the event of a claim, only from the date on which the parties concerned became aware of it, provided they can prove that they were unaware of it until then.

Where the Insured's claim against the Insurer arises from a claim by a third party, this limitation period shall run only from the date on which that third party brought legal proceedings against the Insured or was compensated by the Insured.

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

- acknowledgement by the debtor of the right of the person against whom the limitation period was running (Article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are concluded. The same applies where the claim is brought before a court lacking jurisdiction or where the document instituting the proceedings is set aside on the grounds of a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is deemed to have never taken place if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively dismissed (Article 2243 of the Civil Code);
- a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an enforcement order (Article 2244 of the Civil Code).
-

- It should be noted that:

A claim brought against one of the jointly and severally liable debtors by way of legal proceedings or an enforcement order, or the debtor's acknowledgement of the right of the person against whom the limitation period was running, interrupts the limitation period against all the others, including their heirs.
Conversely, the service of a claim on one of the heirs of a jointly and severally liable debtor, or that heir's acknowledgement of the claim, does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such a demand or acknowledgement interrupts the limitation period, in respect of the other co-debtors, only in respect of the share for which that heir is liable.

To interrupt the limitation period in respect of the entire debt, as regards the other co-debtors, a demand must be made against all the heirs of the deceased debtor or all such heirs must acknowledge the debt (Article 2245 of the Civil Code).
A demand made to the principal debtor or an acknowledgement by the principal debtor interrupts the limitation period against the guarantor (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:
- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured in relation to a claim for payment of the premium, and sent by the Insured to the Insurer in relation to the settlement of the claim).

SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall, in the absence of an amicable resolution, be referred by the party acting first to the competent court in the Insured's place of residence in accordance with the provisions of Article R 114-1 of the Insurance Code.

FALSE DECLARATIONS

Where they alter the nature of the risk or reduce our assessment of it:

- **Any concealment of facts or intentionally false statement on your part shall render the contract void. Premiums paid shall be retained by us and we shall be entitled to demand payment of any outstanding premiums, as provided for in Article L 113.8;**
- **Any omission or inaccurate statement on your part where bad faith has not been established shall result in the termination of the contract 10 days after notification is sent to you by registered post and/or the application of the reduction in compensation under the Insurance Code as provided for in Article L 113.9.**

SUPERVISORY AUTHORITY

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



WHO SHOULD YOU CONTACT IN THE EVENT OF A CLAIM?

IN THE EVENT OF AN ASSISTANCE CLAIM, PLEASE CONTACT:

(in the event of medical expenses abroad, repatriation, interruption of your stay, etc.)

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

- **by telephone from France: 01 55 98 71 53**
- **by telephone from abroad: 33. 1.55.98.71.53 preceded by the local dialling code for international calls**
- **by fax: 01.45.16.63.92**
- **by email: voyage@mutuaide.fr**

To help us assist you as effectively as possible, please ensure you have the following information to hand, as you will be asked for it when you call:

- Your contract number,
- Your full name,
- Your home address,
- The country, town or town where you are at the time of the call,
- Please specify the exact address (house number, street, building name if applicable, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

When you first call, you will be given a support reference number. Please quote this number every time you contact our Support Service.

PLEASE NOTE: NO CLAIMS WILL BE PROCESSED WITHOUT A PRIOR CALL

IN THE EVENT OF AN INSURANCE CLAIM, PLEASE VISIT THE WEBSITE:

(In the event of cancellation, lost luggage, etc.)

sinistre.xplorassur.com

4637-3959-3960

CANCELLATION COVER FOR ALL JUSTIFIED REASONS

TABLE OF COVERAGE AMOUNTS AND EXCESSES		
Cover	**Maximum amount (including VAT)**	**Excess**
Cancellation for medical reasons **Cancellation for specified reasons** • Serious damage to private or business premises • Theft from private or business premises • Summoned as a witness or juror in a criminal trial • Summoned in connection with a child's adoption • Summoned to sit a resit examination • Obtaining a job or a paid work placement • Redundancy • Job transfer • Cancellation or alteration of paid leave • Serious damage to the vehicle 48 hours before departure • Theft of identity documents • Contraindication to vaccination • Cancellation by a travelling companion (maximum 4) **Cancellation for any valid reason**	€8,000 per person €40,000 per event	No excess Excess of €30 per person, except for the following cover: • Job transfer • Cancellation or alteration of paid leave • Theft of identity documents for which the excess is €100 per person Excess of 10 per cent of the cancellation fees, with a minimum of €50 per person and €150 per claim

CANCELLATION FOR MEDICAL REASONS

Cover is provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

Serious illness, serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness or accident, diagnosed before you booked your trip:

- yourself,
- a member of your family,
- any person usually living in your household,
- the person responsible for the care of your minor or disabled children, as designated at the time of taking out the cover.

Pregnancy complications up to the 28th week:

- and which result in the complete cessation of all professional or other activities, provided that at the time of departure you were not more than 6 months pregnant, or,
- if the very nature of the trip is incompatible with your pregnancy, provided that you were not aware of your condition at the time of booking.

It is your responsibility to prove the validity of the circumstances entitling you to our benefits; we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not substantiate the facts.

CANCELLATION FOR SPECIFIED REASONS: with an excess of €30 per person

Cover is also provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

- **Serious property damage** resulting from a fire, water damage or natural disasters, which affects more than 50 per cent of your private or business premises and absolutely requires your presence on the scheduled day of departure to take the necessary precautionary measures.
- **Theft from your private or business premises,** requiring your immediate presence on the day of departure, provided that it occurred within 48 hours prior to your departure on the trip.
- **A summons for you to appear as a witness or on a jury** during your insured stay, provided that the summons was not known at the time the Policy was taken out.
- **Your summons to attend a child adoption** hearing during your insured stay, provided that the summons was not known at the time the Policy was taken out.
- **Your summons,** on a date falling within the duration of your trip, to sit a resit examination in the context of higher education, provided that the failure in the examination was not known at the time of taking out this Policy.
- **Securing a salaried job or a paid work placement,** commencing before or during the dates scheduled for your trip, whilst you were registered with Pôle Emploi, provided that this does not involve an extension, renewal or change of contract type, nor an assignment provided by a temporary employment agency.
- **Your redundancy**, or that of your legal or de facto spouse, provided that the procedure had not been initiated on the date this Policy was taken out and/or that you were not aware of the date of the event at the time the Policy was taken out.
- **Serious damage to your vehicle** occurring within 48 hours prior to departure, provided that the vehicle can no longer be used to travel to your holiday destination or your point of departure.

- **A** medical **contraindication to vaccination,** side effects following vaccination, or a medical inability to undergo preventative treatment required for your chosen travel destination.
- **Cancellation for a covered reason** by one or more people booked at the same time as you (maximum 4) and insured under this policy. If you wish to go on the trip alone, additional costs will be taken into account, though our reimbursement may not exceed the amount due in the event of cancellation on the date of the incident.

CANCELLATION FOR SPECIFIED REASONS: with an excess of €100 per person

- **A** non-disciplinary **job transfer** imposed by your employer, requiring you to move house during your insured stay or within 8 days prior to your departure, provided that the transfer was not known at the time the policy was taken out. This cover is granted to salaried employees, excluding members of the liberal professions, directors, legal representatives of companies, self-employed persons, craftspeople and casual workers in the entertainment industry.
- **The cancellation or alteration of the dates of your paid annual leave by your employer.** This cover is provided to salaried employees, excluding members of the liberal professions, directors, legal representatives of companies, self-employed persons, craftspeople and casual workers in the entertainment industry. Such leave, which constitutes an acquired right, must have been subject to prior agreement by the employer.
- **The theft, within 4 days prior to your departure, of your identity documents (passport, identity card) essential for the customs clearance(s) scheduled** during your trip, provided that a report of the theft has been made as soon as possible to the nearest police authorities.

CANCELLATION FOR ANY JUSTIFIED REASON: subject to an excess of 10% of the cancellation costs (minimum €50 per person and €150 per booking)

Cover is also provided, up to the limit specified in the Table of Cover, for **any other fortuitous event, whatever its nature, constituting an immediate, real and serious obstacle** preventing your departure and/or the carrying out of the activities planned during your stay. A fortuitous event is defined as any sudden, unforeseeable circumstance beyond the control of the insured person that justifies the cancellation of the trip. The unforeseen event must have a direct causal link with the inability to travel.

Cancellation for a covered reason by one or more people booked at the same time as you (maximum 4 people) and insured under this policy. If you wish to go on the trip alone, additional costs will be taken into account, although our reimbursement may not exceed the amount due in the event of cancellation on the date of the event.

THE AMOUNT OF COVER

The compensation paid under this Policy may under no circumstances exceed the price of the trip declared when this Policy was taken out and within the limits set out in the Table of Cover.

We will reimburse you for the cancellation fees charged 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 fees and the premium paid in return for taking out this policy are non-refundable.

WITHIN WHAT TIME FRAME MUST YOU REPORT A CLAIM?

Two steps:

1/ As soon as the first symptoms of the illness appear or as soon as you become aware of the event giving rise to the cover, you must notify **your travel agency IMMEDIATELY.**

If you subsequently cancel the trip with your travel agency, we will only reimburse you for cancellation fees from the date on which the medical contraindication was confirmed by a competent authority, in accordance with the cancellation scale set out in the travel agency's special terms and conditions of sale.

2/ Furthermore, you must report the claim to XPLORASSUR within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- in the event of illness or accident, a medical certificate and/or an administrative hospitalisation report specifying the cause, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a death certificate and a civil status record,
- in all other cases, any supporting documentation justifying the reason for your cancellation.

You must provide XPLORASSUR with the documents and medical information required to process your claim, using the pre-printed 'Medical Service' envelope which we will send to you upon receipt of the claim form, together with the medical questionnaire to be completed by your doctor.

If you do not have these documents or details, you must obtain them from your GP and send them to XPLORASSUR using the pre-printed envelope referred to above.

You must also provide any information or documents requested to substantiate the reason for your cancellation, including:

- all photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they were issued or carried out, in particular medical records showing, for prescribed medicines, copies of the corresponding medicine labels.
- statements from Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original receipt for the amount you are required to pay to the travel agency or which the agency retains,
- your insurance policy number,
- the booking 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, as well as, where applicable, any witnesses,
- and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object to this without a legitimate reason, you will forfeit your entitlement to cover.

WHAT IS EXCLUDED

The Cancellation cover does not cover the inability to travel due to logistical issues, accommodation conditions or safety conditions at the destination.

In addition to the general exclusions, which apply to all cover, the following are also excluded:

- **Any event, illness or accident that has been diagnosed for the first time, or which has resulted in a relapse, worsening of symptoms or hospitalisation, between the date of booking the holiday and the date of taking out the insurance policy,**
- **Any circumstance that merely detracts from the enjoyment of the holiday,**
- **Pregnancy, including any complications beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,**
- **Failure to have a vaccination,**
- **Any failure on the part of the carrier, including financial failure, rendering it impossible for the carrier to fulfil its contractual obligations,**
- **A lack of or excessive snow cover,**
- **Any medical event where the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days following the taking out of this Contract,**
- **Pollution, the local health situation, natural disasters falling within the scope of the procedure set out in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,**
- **The consequences of any criminal proceedings brought against you,**
- **The absence of a fortuitous event,**
- **An intentional and/or unlawful act, the consequences of being under the influence of alcohol or drugs, or the consumption of any narcotic substance listed in the Public Health Code, or of medicines and treatments not prescribed by a doctor,**
- **The mere fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs;**
- **An act of negligence on your part;**
- **Any event for which the travel agency may be held liable under the Tourism Code in force;**
- **Failure to present, for any reason whatsoever, documents essential for the trip, such as a passport, identity card, visa, travel tickets or vaccination record, except in the event of theft within 4 days prior to departure.**

LUGGAGE COVER

TABLE OF COVERAGE AMOUNTS AND EXCESSES		
Cover	**Maximum amount (including VAT)**	**Excess**
Luggage	€1,500 per person €5,000 per event	Excess: €30 per person
including sports equipment	€1,500 for the insured person's sports equipment	Excess: €30 per person
Valuables	50 per cent of the sum insured	Excess: €30 per person
Items purchased during the trip	100 per cent of the sum insured	Excess: €30 per person
Delayed delivery (more than 24 hours)	€300 per claim	No excess

We cover, up to the amount specified in the Table of Cover, your luggage, items and personal effects, whether taken with you or purchased during your trip, whilst away from your main or secondary residence, in the event of:

- theft,
- total or partial destruction,
- loss whilst being transported by a transport company.

DELAY IN THE DELIVERY OF YOUR LUGGAGE

If your personal luggage is not handed over to you at the destination airport (on the outward journey) and is returned to you more than 24 hours late, we will reimburse you, upon presentation of supporting documents, for essential items up to the amount specified in the Table of Cover.

However, you may not combine this compensation with any other compensation under the LUGGAGE cover.

WHAT ARE THE LIMITS OF OUR COVER?

For valuable items, pearls, jewellery, watches, furs worn on the person, as well as any sound and/or image recording devices and their accessories, hunting rifles, fishing equipment and laptops, the reimbursement value may under no circumstances exceed the amount specified in the Table of Cover.

Furthermore, the items listed above are covered only against theft that is clearly established and duly reported as such to a competent authority (police, gendarmerie, transport company, flight attendant, etc.).

- Theft of jewellery is covered ONLY when it is placed in a safe or when it is being worn by you.
- The theft of any sound and/or image reproduction equipment and its accessories is covered ONLY when such items are placed in a safe deposit box or when they are carried by you.

If you are travelling by private car, the risk of theft is covered provided that your luggage and personal effects are kept in the locked boot of the vehicle and out of sight. Only theft by breaking and entering is covered.

If the vehicle is parked on a public road, cover is only provided between 7.00 am and 10.00 pm.

WHAT WE EXCLUDE

In addition to the exclusions set out in the section 'GENERAL EXCLUSIONS', we cannot provide cover in the following circumstances:

- **The theft of luggage, personal effects and belongings left unattended in a public place or stored in premises made available for shared use by several people,**
- **The theft of any sound and/or image reproduction equipment and its accessories when they have not been placed in a locked safe, whilst not being carried on the person; this effectively means that such equipment is not covered when entrusted to any transport company whatsoever (air, sea, rail, road, etc.),**
- **Forgetfulness, loss (except where caused by a transport company), exchange,**
- **theft without forced entry, duly recorded and reported by an authority (police, gendarmerie, transport company, flight attendant, etc.),**
- **Accidental damage caused by the leakage of liquids, greasy substances, dyes or corrosive substances contained in your luggage,**
- **Confiscation of property by the authorities (customs, police),**
- **Damage caused by moths and/or rodents, as well as by cigarette burns or a non-incandescent heat source,**
- **Theft from any vehicle not fitted with a boot,**
- **Collections and samples carried by sales representatives,**
- **The theft, loss, misplacement or damage to cash, documents, books, travel tickets and credit cards,**
- **The misplacement, loss or damage to official documents: passports, identity cards or residence permits, vehicle registration documents and driving licences,**
- **The theft of jewellery when it has not been placed in a locked safety deposit box whilst not being worn; this effectively means that jewellery is not covered when entrusted to any transport company (air, sea, rail, road, etc.),**
- **Breakage of fragile items such as porcelain, glass, ivory, pottery and marble,**
- **Indirect damage such as depreciation and loss of use,**
- **The items listed below: any prostheses, medical aids of any kind, trailers, securities, paintings, spectacles, contact lenses, keys of any kind, documents recorded on tape or film, as well as professional equipment, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcoholic drinks, works of art, cosmetics and photographic film.**

WHAT IS THE MAXIMUM AMOUNT WE WILL PAY?

The amount stated in the Table of Cover constitutes the maximum reimbursement for all claims arising during the period of cover.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or loss whilst in transit with a transport company, you will be compensated upon presentation of supporting documents and on the basis of the replacement value of equivalent items of the same nature, less depreciation.

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase price of the luggage or valuable item. In the following year, the reimbursement amount will be calculated at up to 75 per cent of the purchase price. In subsequent years, the value will be reduced by a further 10 per cent.

In the event of theft, you will be compensated upon presentation of supporting documents and on the basis of the replacement value of the item as new, with equivalent items of the same nature.

Under no circumstances will the proportional capital rule set out in Article L.121-5 of the French Insurance Code apply. Our reimbursement

will be made after deducting any reimbursement received from the transport company and the excess.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim must be submitted to XPLORASSUR within 5 working days, except in cases of unforeseeable circumstances or force majeure; if this deadline is not met and we suffer a loss as a result, you will forfeit all entitlement to compensation.

The claim must be accompanied by the following documents:

- the receipt for a report of theft or a statement of theft filed with a competent authority (police, gendarmerie, transport company, flight attendant, etc.) in the event of theft during your stay or loss by a transport company;
- a report of loss or destruction issued by the carrier (sea, air, rail or road) where luggage or items have been lost, damaged or stolen whilst in the carrier's legal custody.

Failure to provide these documents may result in the forfeiture of your entitlement to compensation.

The sums insured cannot be regarded 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 prove, by any means at your disposal and by any documents in your possession, the existence and value of these items at the time of the incident, as well as the extent of the damage.

If you knowingly use inaccurate documents as evidence, resort to fraudulent means, or make inaccurate or misleading statements, you will forfeit all rights to compensation, without prejudice to any legal proceedings we may then be entitled to bring against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF YOUR LUGGAGE, ITEMS OR PERSONAL BELONGINGS?

You must notify XPLORASSUR immediately by registered letter as soon as you become aware of this:

- if we have not yet paid you compensation, you must take back possession of the said luggage, items or personal effects; we shall then only be liable for payment in respect of any damage or loss.
- if we have already paid you compensation, you may choose within 15 days:
- either to relinquish the said luggage, items or personal effects in our favour,
- or to reclaim the said luggage, items or personal effects by returning the compensation you have received, less, where applicable, the portion of that compensation corresponding to any damage or loss.

If you have not made a choice within 15 days, we will assume that you have opted to relinquish ownership.

DELAY IN TRANSPORT

TABLE OF COVERAGE AMOUNTS AND EXCESSES		
Cover	**Maximum amount (including VAT)**	**Excess**
• 4 to 8 hours • Over 8 hours	€50 per person €100 per person	Trigger threshold: 4 hours

If you have experienced a transport delay of more than 4 hours (by plane, train or boat), we will pay you compensation, subject to the limits set out in the Table of Cover.

Compensation payments are cumulative if the delay occurs on the outward journey, the return journey or any leg of the journey.

CONDITIONS FOR CLAIMING COVER

Cover is provided provided that you have completed the journey

covered by the policy. The delays covered are as follows:

- a flight or ferry delay of more than 4 hours compared with the originally scheduled departure time on any scheduled flight for which timetables have been published, or on charter flights for which the timetables are indicated on the flight ticket or communicated by the travel organiser;
- a train delay of more than 4 hours compared with the arrival time originally scheduled on the train ticket.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

For the cover to apply, you must first obtain a certificate from the transport company that operated the journey or, failing that, from the relevant authorities, stating the reason for and duration of the delay suffered.

In addition, you must have the stamp of the aforementioned company or authorities affixed to this statement.

If, for any reason whatsoever, you are unable to complete this procedure, the time used to calculate the compensation will be that indicated by the travel agency or by the company that operated the journey.

As soon as you return from your trip, and no later than one month afterwards, you must send XPLORASSUR a copy of the booking confirmation for the journey, the invoice for the purchase of the guaranteed journey and the boarding pass stub, as well as the aforementioned certificate duly completed by the airline, stating the original scheduled arrival time and the actual arrival time of the guaranteed journey.

IMPORTANT:

If you fail to comply with the obligations listed above, it will be impossible to verify the fact of the transport delay and you will therefore not be entitled to compensation. Furthermore, if you knowingly make a false statement or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.

WHAT WE EXCLUDE

In addition to the general exclusions common to all cover, we cannot provide cover in the following circumstances:

- **the temporary or permanent withdrawal of an aeroplane, ship or train ordered by airport authorities, administrative authorities, civil aviation authorities or any other authority, provided that such an announcement was made more than 24 hours before the departure date of your journey;**
- **if you miss the flight or train on which your booking was confirmed, for whatever reason;**
- **for flights that you have not confirmed in advance;**
- **failure to be admitted on board, resulting from failure to meet the deadline for checking in luggage and/or presenting yourself for boarding;**
- **any event that jeopardises your safety during the journey, provided that the destination is not recommended by the Foreign Office.**

COVER FOR INTERRUPTION OF STAY AND ACTIVITIES

TABLE OF COVERAGE AMOUNTS AND EXCESSES		
Cover	**Maximum amount (including VAT)**	**Excess**
Interruption of stay **Interruption of activities**	€30,000 per incident €100 per day / Maximum 3 days	No excess

INTERRUPTION OF STAY

Following your medical repatriation organised by MUTUAIDE ASSISTANCE or any other assistance provider, we will reimburse you, as well as any family members who are policyholders or a person accompanying you who is a policyholder under this policy, the costs of accommodation already paid for but not used (excluding transport) on a pro rata basis, from the night following the event leading to medical repatriation or hospitalisation at the destination.

Similarly, if a family member not taking part in the trip is hospitalised due to a serious illness or a serious physical injury, or dies, and as a result, you are forced to cut short your stay and we arrange for your repatriation, we will reimburse you, as well as any family members who are policyholders or a person accompanying you, on a pro rata basis, for the costs of accommodation already paid for but not used (excluding transport), from the night following the date of your early return.

We also provide cover in the event of theft, serious damage caused by fire, explosion, water damage, or natural disasters to your business or private premises, where your presence is absolutely essential to take the necessary protective measures. We will therefore reimburse you, as well as any family members who are policyholders or a person accompanying you, on a pro rata basis, for any accommodation costs already paid for but not used (excluding transport) from the night following the date of your early return.

INTERRUPTION OF ACTIVITIES

Where you, or a covered family member, are ill and are unable to take part in a temporary land-based activity (excursions, visits, etc.) for a medical reason that does not require your repatriation or hospitalisation, we will provide cover up to the limit set out in the Table of Cover, provided that these activities appear on your original travel invoice.

THE AMOUNT OF COVER

The compensation paid under this policy may under no circumstances exceed the price of the trip declared at the time of taking out the policy and within the limits set out in the Table of Cover.

WHAT WE EXCLUDE

In addition to the exclusions common to all cover provisions, we cannot provide cover in the following circumstances:

- **Transport ticketing**
- **Cosmetic treatment, a health cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences;**
- **Epidemics.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to XPLORASSUR within 5 days of becoming aware of it and must send XPLORASSUR all the documents required to compile the claim file, thereby proving the validity and amount of the claim.

In all cases, you will always be asked to provide the originals of the tour operator's itemised invoices showing both land-based services and transport services.

Unless the medical information required for the investigation is provided to our medical adviser, the claim cannot be settled.

REPATRIATION ASSISTANCE COVER

TABLE OF COVER AMOUNTS AND EXCESSES		
Cover	**Maximum amount (including VAT)**	**Excess**
Repatriation or medical transport Repatriation of accompanying persons Repatriation of children under 18 Visit by a relative	Actual costs Return ticket* Return travel ticket* Return travel ticket* Hotel costs €100 per night Maximum 10 nights	No excess No excess No excess No excess
Extension of stay	Hotel costs €100 per night Maximum 10 nights	No excess
Accommodation costs	Hotel costs: €100 per night. Maximum 10 nights	No excess
Medical expenses outside the country of residence	€75,000 per person	Excess of €30 per person
• Extension to the USA, Canada, Asia, Australia	€150,000 per person €800,000 per event	
• Dental care	€150	No excess
Repatriation of remains:		
• Repatriation of remains	Actual costs	No excess No excess
• Funeral expenses necessary for transport	€2,500 per person	No excess
• Repatriation of accompanying family members	Return ticket*	
Legal assistance abroad		
• Payment of lawyers' fees	€5,000	No excess No excess
• Advance payment of bail	€10,000	No excess
Early return	Return ticket*	No excess
Assistance for minors left alone at home	Return travel ticket*	No excess
Sending medication abroad Forwarding urgent messages	Postage costs Actual costs	No excess No excess
Search and rescue costs	€10,000 per person €20,000 per event	No excess
Roadside assistance costs	€10,000 per person €20,000 per event	No excess
Cash advance (abroad only) Replacement driver	€1,500 per person Ticket or Driver	No excess No excess

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

If you fall ill, are injured or die whilst on a covered trip, we will provide assistance under the following conditions:

REPATRIATION OR MEDICAL TRANSPORT

You fall ill or are injured whilst on a covered trip. We will organise and cover the cost of your repatriation to your home or to a hospital near your home.
Only medical requirements are taken into account when determining the date of repatriation, the choice of transport or the place of hospitalisation.
The decision to repatriate you is made by our medical adviser, following consultation with the doctor treating you at the time and, where applicable, your GP.
During your repatriation, and on the advice of our medical adviser, we will organise and cover the cost of transport for a companion to travel with you. **Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance cover.**

REPATRIATION OF ACCOMPANYING PERSONS

You are medically repatriated whilst on a covered trip.

We will organise and cover the cost of transport to their home, by first-class train or economy-class scheduled flight, for eligible family members or an insured person accompanying you at the time of the incident, should they be unable to return by the means originally planned.

REPATRIATION OF CHILDREN UNDER 18

If you are ill or injured and no one is able to look after your children under the age of 18, we will organise and cover the cost of a return journey by first-class train or economy-class scheduled flight for a person of your choice or one of our hostesses to bring them back to your home or that of a family member.

VISIT FROM A RELATIVE

You are hospitalised locally, following a decision by our medical team, prior to your medical repatriation, for a period of more than 7 days. We will organise and cover the cost of return travel by first-class train or economy-class scheduled flight for a relative residing in the same country as you, as well as their accommodation costs (room and breakfast), so that they can come to be at your bedside.
Our cover for their accommodation is limited to the amount specified in the Table of Cover.
Meal costs and other expenses remain, in all cases, the responsibility of that person. This cover cannot be combined with the 'Repatriation of accompanying persons' cover.

EXTENSION OF STAY

You are hospitalised whilst on a covered trip and our doctors consider that this hospitalisation is necessary beyond your original return date.

We will cover the accommodation costs (bed and breakfast) for eligible family members or an insured accompanying person to stay by your bedside, up to the amount specified in the Table of Cover.

Only medical requirements are taken into account when granting this cover.
In all cases, the cost of meals and other expenses shall be borne by that person.
This cover cannot be combined with the 'Visiting a Relative' cover.

HOTEL COSTS

If you are obliged to extend your stay for proven medical reasons, without hospitalisation and subject to the medical adviser's approval, we will organise and cover the hotel costs (room and breakfast) as well as those of your eligible family members or an insured accompanying person, up to the amount specified in the Table of Cover.

MEDICAL EXPENSES (OUTSIDE YOUR COUNTRY OF RESIDENCE)

Where medical expenses have been incurred with our prior consent, we will reimburse you for the portion of these expenses not covered by any insurance organisations with which you are affiliated.

We will only make a payment once reimbursements have been made by the aforementioned insurance organisations, less an excess the amount of which is set out in the Table of Benefits, and subject to the provision of original reimbursement documents issued by your insurance organisation.

This reimbursement covers the costs set out below, provided they relate to treatment you have received outside your country of residence following an illness or accident that occurred outside your country of residence.

In such cases, we will reimburse the costs incurred up to the maximum amount specified in the Table of Benefits.

In the event that the insurance provider with which you are insured does not cover the medical costs incurred, we will reimburse the costs incurred up to the limit specified in the Table of Benefits, subject to your provision of the original medical invoices and a certificate of non-coverage issued by the insurance provider.

This benefit ceases on the day we are able to arrange your repatriation.

Types of costs eligible for reimbursement (subject to prior approval):

- medical fees (taxi fares to attend a medical consultation, subject to Mutuaide Assistance's approval),
- costs of medicines prescribed by a doctor or surgeon,
- costs of an ambulance prescribed by a doctor for transport to the nearest hospital, and this only in the event of refusal of cover by the insurance organisations,
- hospitalisation costs, provided that the Beneficiary is deemed unfit for transport following a decision by the Assistance's doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which we are able to arrange your repatriation are not covered),
- emergency dental costs (capped at the amount specified in the Table of Cover, with no excess applicable).

EXTENSION OF COVER: ADVANCE PAYMENT OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

We may, subject to the cover limits set out above, advance the hospitalisation costs you are required to incur outside your country of residence, provided that all of the following conditions are met:

- The doctors at MUTUAIDE ASSISTANCE must determine, after obtaining information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The treatment for which the advance payment applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- You, or any person authorised by you, must formally undertake, by signing a specific document provided by MUTUAIDE ASSISTANCE when this benefit is activated, to:
- To take the necessary steps to claim reimbursement of the costs from the insurance organisations within 15 days of the date on which MUTUAIDE ASSISTANCE sends the documents required for these procedures,
- To reimburse MUTUAIDE ASSISTANCE for any sums received in this regard from the insurance providers within one week of receiving such sums.

We shall only be liable for costs not covered by the insurance providers, up to the limit of the cover provided for the 'medical expenses' service. You must provide us with the certificate of non-cover issued by these insurance providers within one week of receiving it.

In order to safeguard our future rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to take the necessary steps with the social security bodies and to reimburse us for the sums received.

If you fail to take the necessary steps to claim reimbursement from the insurance organisations within the specified time limit, or if you fail to submit to MUTUAIDE ASSISTANCE, within the specified time limit, the certificate of non-reimbursement issued by these insurance organisations, you will under no circumstances be entitled to the 'medical expenses' benefit and will be required to reimburse MUTUAIDE ASSISTANCE in full for the hospitalisation costs advanced by it; MUTUAIDE ASSISTANCE will, where necessary, initiate any appropriate recovery proceedings, the cost of which will be borne by you.

REPATRIATION OF THE BODY

If you die whilst on a covered trip, we will organise the repatriation of your remains to the place of burial in your country of residence. In this context, we will cover:

- The costs of transporting the body,
- The costs associated with the preservation of the body as required by applicable legislation,
- The costs directly incurred in connection with the transport of the body (handling, specific transport arrangements, packaging) up to the amount specified in the Table of Cover.

We will organise and cover the cost of transport, if they are unable to return by the means originally planned, for the beneficiaries amongst your family members or for an insured person accompanying you at the time of the event, to their home, by first-class train or economy-class scheduled flight.

LEGAL ASSISTANCE ABROAD

During a covered trip, you may face legal proceedings or imprisonment for unintentional non-compliance with or breach of local laws and regulations.

We will advance the bail required by the local authorities to secure your provisional release, up to the amount specified in the Table of Cover.

This advance must be repaid within one month of our submitting a claim for reimbursement. If the bail is refunded to you by the country's authorities before this deadline, it must be repaid to us immediately.

We may reimburse you, up to the amount specified in the Table of Cover, for the fees of legal representatives whom you may freely choose to engage if legal proceedings are brought against you, provided that the alleged offences are not subject to criminal penalties under the legislation of the country concerned.

This cover does not apply to incidents relating to your professional activity or to the use of a motorised land vehicle.

EARLY RETURN

If you have to cut your trip short in any of the circumstances listed below, we will cover your additional travel costs and those of your eligible family members or any person insured under this policy travelling with you, provided that the travel tickets booked for your return journey and theirs cannot be used as a result of this event, based on a first-class train ticket or an economy-class scheduled flight ticket.

We will provide cover in the event of:

- Hospitalisation or death of a family member, a person responsible for the care of your minor and/or disabled child who has remained at home, or your professional replacement;
- Theft, serious damage caused by fire, explosion, water damage or natural disasters to your business or private premises, where your presence is absolutely essential to take the necessary protective measures.

ASSISTANCE FOR MINORS LEFT AT HOME

If, whilst you are travelling, one of your minor or disabled children who has remained in your country of residence falls ill or has an accident, we will assist the person responsible for their care in organising their transport to the hospital best equipped to provide the care required by their condition, provided that you have given us prior written authorisation. We will arrange for the child to be returned home and will keep you informed of their condition. If your presence is essential, we will organise your return journey by first-class train or economy-class scheduled flight.

SENDING MEDICINES ABROAD

Whilst travelling outside your country of residence, you may find yourself without medication essential to your health, following loss or theft. We will arrange for these medicines to be sourced and delivered, should these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE's doctors prove unavailable locally (subject to you providing us with the contact details of your GP).

We arrange for medicines to be dispatched by the fastest means possible, subject to local and French legal restrictions.

You are responsible for paying any customs duties as well as the cost of the medicines.

FORWARDING OF URGENT MESSAGES

If you are unable to contact someone in your country of residence, we will forward the message on your behalf.

Messages forwarded must not be of a serious or sensitive nature. The messages remain the responsibility of their authors, who must be identifiable, and are binding only on them. We act solely as an intermediary in their transmission.

SEARCH AND RESCUE COSTS

We will cover, up to the amount specified in the Table of Cover, the costs of search and rescue operations at sea or in the mountains following an incident that puts your life at risk. Only costs invoiced by a company duly authorised to carry out such activities may be reimbursed.

Under no circumstances may we act in place of local emergency rescue services.

CASH ADVANCE (abroad only)

During a covered trip, your means of payment or official documents (passports, national identity cards, etc.) have been lost or stolen. Simply call

our service and we will advise you on the steps to take (filing a police report, replacing documents, etc.)

The information provided is for reference purposes only, as set out in Article 66.1 of the amended Act of 31 December 1971. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we may grant you an advance of funds up to the amount specified in the Table of Cover, against a promissory note issued to MUTUAIDE ASSISTANCE

This advance is repayable to MUTUAIDE ASSISTANCE within 30 days of the funds being made available. In the event of

non-payment, we reserve the right to take any appropriate legal action to recover the debt.

REPLACEMENT DRIVER

If you fall ill or are injured whilst on a covered journey in one of the countries listed below and are no longer able to drive your vehicle: if none of the passengers is able to take your place, we will provide a driver to return the vehicle to your place of residence via the most direct route.

We will cover the driver's travel expenses and wages.

The driver is required to comply with labour legislation and, in particular – under current French regulations – must take a 45-minute break after 4 hours 30 minutes of driving, with the total daily driving time not exceeding 9 hours.

If your vehicle is over 8 years old and/or has travelled more than 150,000 km, or if its condition and/or load does not comply with the standards set out in the French Highway Code, you must inform us. We then reserve the right not to send a driver.

In this case, as an alternative to providing a driver, we will arrange and cover the cost of a first-class train ticket or an economy-class flight ticket to collect the vehicle.

This service applies only in the following countries:

France (including Monaco and Andorra, excluding the French overseas departments and territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, the Netherlands, Luxembourg, the United Kingdom, Ireland, Denmark, Norway, Sweden, Finland and Iceland.

You are responsible for the costs of fuel, tolls, hotels and meals for any passengers.

EXCLUSIONS FROM PERSONAL ASSISTANCE

In addition to the exclusions set out in the section 'GENERAL EXCLUSIONS', we will not provide assistance in the following circumstances:

- **Journeys undertaken for the purpose of diagnosis and/or treatment,**
- **Medical and hospitalisation costs in the country of residence,**
- **Drunkenness, suicide or attempted suicide and their consequences,**
- **Any deliberate self-harm by the Insured Person,**
- **Minor ailments or injuries that can be treated locally and/or that do not prevent the Insured Person from continuing their journey,**
- **Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary termination of pregnancy, and the after-effects of childbirth,**
- **Convalescence and conditions currently under treatment, which have not yet stabilised and carry a risk of sudden deterioration,**
- **Pre-existing conditions for which the Insured Person was hospitalised within the 6 months prior to the date of departure,**
- **Events linked to medical treatment or surgical procedures that are not of an unforeseen, fortuitous or accidental nature,**
- **The costs of prosthetic devices: optical, dental, hearing aids, functional aids, etc.**
- **The consequences of situations involving a risk of infection in the context of an epidemic which are subject to quarantine or specific preventive or monitoring measures by the international health authorities and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin.**
- **The costs of spa treatments, cosmetic procedures, vaccinations and any associated costs,**
- **Stays in care homes and associated costs,**
- **Rehabilitation, physiotherapy, chiropractic treatment and related costs**
- **Scheduled hospitalisations.**

CIVIL LIABILITY – PRIVATE LIFE ABROAD

TABLE OF COVER AMOUNTS AND EXCESSES		
Insurance cover	**Maximum amount including VAT**	**Excess per person**
Personal injury, property damage and consequential loss - Of which consequential property damage and financial loss 'Permanent disability' - Defence of your interests: criminal defence and claims following an accident Out-of-court or legal proceedings in the event of a dispute • Including settlement costs • Including legal costs Arbitrator's fees: in the event of a disagreement between the insured and the insurer	4,500,000 5 per claim 750,000 per claim Up to a limit of 41,006 5 1,047 5 Per dispute: - Court-appointed expert's report: 3,162.5 - Solicitors, bailiffs, costs and fees : subject to the limits set out in the legislation governing the profession - Solicitors' fees: subject to supporting documentation - Solicitors' fees: within the limits of the scale attached to the general provisions 277 5	150 5 for material and non-material damages None for personal injury 296.5 in the event of an out-of-court settlement 1,195.5 in the event of legal proceedings

The 'Personal Liability' cover is limited solely to insured persons resident in mainland France or the overseas departments who have booked a trip or holiday on a private basis with an approved organisation (tour operator or travel agency).
This cover is provided subject to the following conditions and limits

I. THE CONTRACT

1/1 PARTIES TO THE CONTRACT: US

The insurer with whom you have taken out the policy

GROUPAMA D'OC
14 Rue Vidailhan - PO Box 93131
31 131 BALMA

INSURED

Any individual resident in mainland France or an overseas department who has taken out a private travel arrangement with an authorised organisation (tour operator, travel agency), whether this involves:
- transport tickets
- an organised trip (cruise, tour, 'all-inclusive' holiday, etc.)
- and the duration of which does not exceed twelve consecutive months.

1/2 ACCIDENT INSURANCE TERMS

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

THIRD PARTY

Any person, whether a natural or legal person, other than the insured person or the policyholder

BENEFICIARY

A person entitled to benefits paid, not in their own right, but by virtue of their relationship with the insured.

BODILY INJURY

Any physical harm (injury, death) suffered by a person

INTANGIBLE LOSS

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

PROPERTY DAMAGE

Any damage to or loss of property, as well as any injury sustained by a pet;

STATE OF ALCOHOL INTOXICATION

The blood alcohol level at which the offences set out in Articles L 234-1 and R 234-1 of the Highway Code, or in equivalent provisions of foreign legislation, are deemed to have been committed.

EXCESS

The portion of the loss for which you remain liable when a claim is settled.

CIVIL LIABILITY ARISING FROM TORT AND QUASI-TORT

The obligation to bear the consequences of damage caused to third parties by the insured person, by persons for whom they are responsible, or by property in their custody.

THRESHOLD FOR INTERVENTION

For Criminal Defence and Accident Recourse cover:

The amount of the claim at stake above which we will intervene. Whether acting as claimant or defendant, we will intervene in out-of-court settlements and/or in court proceedings where the principal amount of the claim at stake is at least equal to the intervention threshold set out in the table of cover amounts and excesses.
This threshold does not apply in criminal defence cases.

CLAIM

All harmful consequences of an event giving rise to the application of one of the cover provisions set out in the contract. Claims arising from the same event constitute a single claim.
A liability claim is defined as any damage or set of damages caused to third parties for which the insured is liable, resulting from a harmful event and giving rise to one or more claims. The harmful event is that which constitutes the root cause of the damage. A set of harmful events having the same technical cause is treated as a single harmful event.
This definition does not apply to the 'Legal Defence' and 'Accident-related Recourse' cover.

SUBROGATION

Where we have compensated you following a claim, we step into your rights and take legal action against the party potentially liable for your damages, in order to recover the sums we have paid to you.

THIRD PARTY

Any person other than the insured person.

1/3 TERRITORIAL SCOPE

Civil liability cover is extended worldwide for stays of up to 12 months, provided that the duration of the stay corresponds to that authorised by the legislation of the country concerned.
Please note that the applicable regulations are those of the country in which the damage occurred, subject to the limits of the personal liability cover provided for in the contract.

1/4 LIMITS OF COVER

The limits of your cover are set out in the table of cover amounts and excesses and in your policy schedule.

1/5 GENERAL EXCLUSIONS FROM YOUR POLICY

You have decided on the scope of your cover by choosing the cover options that best suit your needs. However,

regardless of the cover options chosen, we never cover:

- **The consequences of the insured person's fault, if it is intentional or fraudulent (however, this exclusion does not apply to damage caused to third parties by persons for whom the insured person is civilly liable);**
- **The consequences of war;**
- **Liability arising from claims relating to incidents directly or indirectly caused by or linked to asbestos or any other material containing asbestos in any quantity whatsoever;**
- **Damage and any aggravation thereof caused by:**
  - **weapons and/or devices designed to explode by altering the structure of the atomic nucleus,**
  - **any nuclear fuel, radioactive product or waste, or by any other source of ionising radiation, if the damage or the aggravation of the damage:**
    - **directly affect a nuclear installation,**
    - **falls solely within the liability of the operator of a nuclear installation,**
    - **arise from the supply of goods or services relating to a nuclear installation,**

    unless they result from attacks or acts of terrorism as defined in Articles 421-1 and 421-2 of the Criminal Code, within the limits and subject to the conditions set out in the contract,
  - **any source of ionising radiation used or intended for use outside a nuclear installation and which is owned by the insured, or by any person for whom the insured is liable, custody or use, or for which they may be held liable by virtue of its design, manufacture or packaging, unless such damage results from attacks or acts of terrorism as defined in Articles 421-1 and 421-2 of the Criminal Code, within the limits and subject to the conditions set out in the contract.**

  However, this last sub-paragraph does not apply to damage or aggravation of damage caused by sources of ionising radiation used or intended for use in France, outside a nuclear installation, for industrial or commercial purposes, where the nuclear activity:
    - **involves the use of radioactive substances that do not require authorisation under the classification scheme for facilities classified for environmental protection (Article R 511-9 of the Environment Code),**
    - **is also not subject to an authorisation regime under the regulations relating to the prevention of environmental and occupational health risks (Article R 1333-23 of the Public Health Code);**
- **The payment of fines;**
- **The consequences of the insured person's participation in a bet;**
- **the transport of explosives.**

In addition to these general exclusions, there are specific exclusions set out under each of the cover provisions.

II – YOUR COVER:

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

By 'insured person' we mean:
Any individual resident in mainland France or an overseas department who has booked a private travel package with an authorised organisation (tour operator, travel agency), whether this involves:

- transport tickets
- an organised trip (cruise, tour, 'all-inclusive' holiday, etc.)
- and the duration of which does not exceed twelve consecutive months

We provide cover for:
The financial consequences of civil liability arising from tort or quasi-tort that the insured person may incur in their private life, as a result of damage:

- personal injury,
- property damage,
- or non-material damage directly resulting from covered bodily injury or property damage, caused to third parties and arising from:
  – an accident,
  – a fire, an explosion, an implosion or water damage, occurring outside buildings of which the insured is the owner, tenant or occupier;

The financial consequences of the insured's civil liability:

- for damage caused by their minor children or any other person for whom the insured is found to be civilly liable:
  – who, without the insured's knowledge and possibly without a driving licence, drive a motorised land vehicle not owned by the insured. This cover applies only where the policy covering the vehicle does not provide cover;
  – who drive a ride-on toy with a maximum speed not exceeding 6 km/h;
- for damage caused by minors in the insured's care on a voluntary basis, it being understood that the personal liability of such minors is not covered;
- for any theft committed to the detriment of a third party by a person for whom the insured is responsible. However, this extension only applies if a complaint has been lodged;
- for damage caused by domestic animals belonging to the insured.

We do not cover

In addition to the general exclusions in your policy set out above, the financial consequences of the insured person's liability arising from:

- **participation in attacks, riots, popular uprisings, acts of terrorism, sabotage, vandalism, malicious acts or brawls (except in cases of self-defence);**
- **the practice of hunting, aerial sports, any sport practised professionally or trialling such sports;**
- **the practice of a sport, where the insured person's liability is covered by an insurance policy linked to a licence issued by an official federation;**
- **the breach of dams and dykes;**
- **the manufacture of explosives of any kind;**
- **tutoring and babysitting carried out within the framework of an association or a specialist organisation;**
- **Damage caused by:**
  – any land vehicle subject to compulsory insurance, subject to the provisions on 'civil liability following a sale', 'driving without the owner's knowledge by a minor' and 'driving a self-propelled toy';
  – any aircraft,
  – any sailing vessel (with the exception of windsurf boards and craft propelled exclusively by human power) or any motorised boat or watercraft, of which the insured is the owner, custodian or operator;
  – buildings of which the insured is the owner, tenant or occupier in any capacity;
- **Damage suffered by:**
  – any land vehicle subject to compulsory insurance;
  – any aircraft,
  – any sailing vessel (including windsurfing boards and craft propelled exclusively by human power) or any motorised boat or watercraft, which the insured owns, has in their care or is operating;
  – goods, products or animals sold;
  – ride-on toys;
- **Material and non-material damage suffered by the insured, as well as damage suffered by property, objects or animals owned, in the custody of or in the use of the insured, subject to the provisions relating to 'damage to rented household goods';**
- **Non-consequential financial loss resulting from:**
  – the misuse of a licence or a patent,
  – an infringement of industrial property rights or literary and artistic property rights.
  – In the United States of America and Canada: punitive damages or exemplary damages.

It is specified that for all claims arising in the USA or Canada, the costs of expert reports, solicitors' fees, court fees and legal proceedings are included in the amount of cover specified in the policy and are subject to the application of the excess.

Provisions applicable in the event of a claim involving the insured's liability

In the event of legal proceedings involving a person whose liability is insured under this policy and within the limits thereof:

Before the civil or administrative courts:

- provided that the proceedings relate to a claim under the civil liability cover provided by this policy,

or

- where, in proceedings brought by the insured, a counterclaim is made in respect of facts and damages that may give rise to one of these coverages,

we shall undertake the insured's defence, conduct the proceedings and have full discretion to pursue all available legal remedies;

Before criminal courts, where civil claims relating to a civil liability cover are at stake and the victim(s) have not been compensated, we are entitled to lead the insured's defence or to participate in it and, on behalf of the insured who is civilly liable, to exercise legal remedies.
However, we may only exercise remedies with the insured's consent if they have been summoned as a defendant, with the exception of an appeal to the Court of Cassation where it is limited to civil interests.

We may, however, pursue remedies without the insured person's consent where they have been charged with manslaughter or causing bodily harm through negligence and we have intervened in the proceedings.
We alone have the right to settle with the injured parties or their beneficiaries. The insured grants us full powers for this purpose.
No admission of liability or settlement entered into without our consent shall be enforceable against us.
However, an admission of a material fact or the mere act of providing assistance which any person has a legal or moral duty to perform shall not be regarded as an admission of liability.
Where a settlement has been reached, it may be challenged in court by the person on whose behalf it was made, without the amounts awarded to the victim or their beneficiaries being called into question.

Scope of cover over time

Cover is triggered by the harmful event; it protects the insured against the financial consequences of claims, provided that the harmful event occurs between the initial commencement of cover and its date of termination or expiry, regardless of the date of the other constituent elements of the claim.

2/2. DEFENDING YOUR INTERESTS

Provisions common to the Criminal Defence and Accident Recourse cover

By 'insured person' we mean

Any individual resident in mainland France or an overseas department who has booked a private travel arrangement with an authorised organisation (tour operator, travel agency), whether this involves:

- transport tickets
- an organised trip (cruise, tour, 'all-inclusive' holiday, etc.)
- and the duration of which does not exceed twelve consecutive months

Scope of cover

In the event of a dispute between the insured person and a third party, our cover may consist of legal advice, amicable assistance, or the reimbursement of costs and fees incurred in the course of legal proceedings, up to the amounts specified in the table of cover limits and excesses. To help prevent any disputes, the insured person has access to a legal advice service by telephone. A team of specialist lawyers is on hand to answer any legal enquiries.

OUT-OF-COURT SETTLEMENT

Legal advice

As part of a personalised service and based on the information provided by the insured person, we explain to them, either verbally or in writing, the legal rules applicable to their case and provide them with an opinion and/or advice on how to proceed.

Amicable assistance

Following a thorough review of the insured person's situation, we liaise directly with the other party to seek a negotiated settlement that is in the insured person's best interests.
Where the assistance of an external party is required (particularly where the insured person's opposing party is themselves represented by a solicitor), we shall cover the costs and fees of that solicitor up to the limit of the out-of-court settlement budget specified in the table of cover amounts and excesses.

The insured person authorises us to take any steps or actions necessary to bring the declared and insured dispute to an amicable conclusion.

IN LEGAL PROCEEDINGS

Where the dispute is or is to be brought before a tribunal or court, we shall cover the costs and fees incurred in connection with the proceedings, up to the limit of the legal budget set out in the table of cover amounts and excesses.

Procedures to be followed in the event of a dispute:

The insured must submit any claim notification to XPLORASSUR in writing.
Except in cases of unforeseeable circumstances or force majeure, any claim likely to be covered by this cover must be reported **within 30 working days** of the insured becoming aware of it or of the rejection of a claim of which they are the claimant or the recipient; **failure to do so will result in the loss of cover if it is established that this delay causes us loss or damage.**

When making any claim, the insured must quote their policy reference number and provide us with all information, documents and supporting evidence necessary to defend their interests or to establish the reality or existence of the dispute.

We shall not cover any costs or fees incurred or paid prior to the claim being made, nor those relating to services or procedural steps taken before the claim was made, unless the insured person can demonstrate that it was urgent to incur them.

Arbitration

In the event of a disagreement between the insured person and us regarding the measures to be taken to resolve the reported dispute:

- the insured person is free to appoint a third party, provided that:
  - that this person is authorised to provide legal advice and is in no way involved in any subsequent proceedings relating to the case,
  - that you inform us of this appointment.

We will cover the fees of the third party, freely appointed by you, up to the limit set out in the table of cover amounts and excesses;

- in accordance with Article L 127-4 of the Insurance Code, this disagreement may be referred for assessment to a third party **appointed by mutual agreement** with us or, failing that, by the President of the High Court ruling in summary proceedings.

The costs incurred in exercising this option shall be borne by us, unless the court hearing the case decides otherwise.

If the insured party initiates legal proceedings at their own expense and obtains a more favourable outcome than that proposed by us or by the arbitrator, we will reimburse the costs incurred in bringing that action, subject to the limits of the cover.

Choice of solicitor and conduct of the proceedings

The insured person is free to choose a solicitor or any person qualified under the legislation or regulations in force to defend, represent or serve their interests in the circumstances provided for in Article L 127-1 of the Insurance Code.
If the insured person does not know of any defence counsel, we may provide one, **subject to receiving a written request from them.**

Together with their legal representative, the insured person is in control of the proceedings.
The free choice of lawyer also applies whenever a conflict of interest arises, that is to say, where it is impossible for us to handle, independently, a dispute between, for example, two insured persons.
It is specified that the costs and fees of the lawyer chosen by the insured person are covered up to the limits set out in the table of cover amounts and excesses and the scale appended thereto.

Claims handling

To ensure you receive the highest quality of service, the handling of your legal expenses claims is carried out by a department separate from those managing other branches of insurance.
The address of this department will be provided to you by your XPLORASSUR adviser when you first make a claim under the cover.

The following are never covered

- **travel expenses and the corresponding hourly rates, where the lawyer is required to travel outside the jurisdiction of the Court of Appeal to which their Bar Association belongs;**
- **the costs and fees of the solicitor acting on your behalf;**
- **convictions, fines (particularly criminal fines), and costs and expenses incurred by the opposing party:**
  - **which the court deems it fair for the insured to bear if they are found liable,**
  - **or those which the insured has agreed to bear as part of an out-of-court settlement, whether during or at the conclusion of legal proceedings;**
- **criminal sureties and deposits made by the civil party;**
- **the costs and fees of investigations to identify or locate the insured person's opponent or to ascertain the value of their assets;**
- **additional fees which may be claimed depending on the outcome achieved or the service provided.**

General exclusions

In addition to the general exclusions in your policy, cover will never be provided for disputes:

- **involving the insured party:**
  - **us, regardless of the policy concerned,**
  - **or any other person defined as an insured party under this policy,**
  - **the customs authorities,**
  - **the tax authorities (unless otherwise stated in your personal terms and conditions);**
- **arising from events prior to the commencement of cover and of which the insured could not have been unaware;**
- **based on the non-payment by the insured party, as the debtor, of sums whose amount or due date are not seriously disputable;**
- **relating to membership of a political party or a trade union;**
- **relating to personal and family law;**
- **relating to inheritance (unless specified in your personal terms and conditions);**
- **relating to employment law (unless specified in your personal terms and conditions);**
- **relating to the insured person's professional life;**
- **relating to the insured person's involvement in attacks, riots, popular uprisings, acts of terrorism, sabotage, malicious acts, vandalism or brawls (except in cases of self-defence);**
- **resulting from an accident arising from any sport practised professionally or during training;**
- **resulting from building works such as construction, restoration or refurbishment, whether internal or external, requiring prior notification or planning permission.**

2/3 DEFENCE OF YOUR INTERESTS / Criminal defence and claims following an accident We cover

to cover, up to the limit of the sum insured set out in the table of sums insured and excesses, the costs associated with any out-of-court or legal proceedings before any court, with a view to:

- defend the insured if they are the subject of criminal proceedings following an event covered by the policy,
- to obtain compensation for the loss suffered by the insured person in their private life as a result of bodily injury, property damage and consequential non-material loss arising from an accident for which a person who is not an insured person is liable.

III – OUR PROCEDURES IN THE EVENT OF A CLAIM

3/1. Procedures and deadlines to be observed

In the event of a claim, you must notify XPLORASSUR by reporting your claim on the website sinistre.xplorassur.com.

Please provide us with:
– the nature of the claim,
– the circumstances in which it occurred,
– the known or presumed causes or consequences,
– the nature and approximate cost of the damage,
– the names of the persons involved, as well as the names of their insurers and any witnesses;

- to provide us, within 20 days (except in cases of force majeure), with a signed and certified statement of the estimated value of the insured items that have been damaged or stolen
- to forward to us, within 48 hours of receipt, any notices, letters, summonses, writs or subpoenas, extrajudicial documents or procedural documents addressed to you or served on you or your employees in connection with the claim

Failure to comply with the claim notification deadline

In the event of failure to comply with the time limit for reporting the claim, and insofar as we can establish that this has resulted in a loss to us, you shall forfeit the benefit of the cover under your policy in respect of the claim in question, unless the failure was due to unforeseeable circumstances or force majeure.

Failure to comply with formalities and deadlines for submitting documents

If you fail to complete the formalities or meet the deadlines for submitting documents, we may claim damages from you proportionate to the loss we have suffered as a result.

False statements

In the event of false statements made knowingly regarding the nature, causes, circumstances or consequences of a claim, you will forfeit the

benefits of your policy cover for that claim.

Multiple insurance policies

In the event of a claim covered by several insurance policies, you may claim compensation for your losses by contacting the insurer of your choice, regardless of the date on which the insurance was taken out.

In this case, you must provide us with the names of the insurers concerned and the amounts insured with each of them.

However, the cover under your policy only applies within the limits set out in the table of cover amounts and excesses and in your personal terms and conditions.

Where several insurance policies covering the same risk are taken out fraudulently or with the intention of deceiving us, we may declare the contract void and claim damages.

3/2 Compensation

Cover is provided up to the limits set out in the table of cover limits and excesses.

Third-party liability

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

RULES FOR APPLYING COVERAGE LIMITS

Determination of the sums insured

Cover is provided either per claim or per insurance year, regardless of the number of claims, up to the sums and subject to the excesses set out in the table of cover limits and excesses.
Legal costs, settlement costs and other costs associated with the settlement shall not be deducted from the sum insured. However, in the event of a judgment exceeding this amount, they shall be borne by the Company and the insured in proportion to their respective shares of the judgment.

Provisions relating to cover set per claim

In all cases where cover is provided up to a fixed amount per claim, it applies to all claims relating to a loss or series of losses resulting from a single event giving rise to loss or a series of events giving rise to loss having the same technical cause.
The amount applied is that applicable on the date of the harmful event (or the first harmful event in the case of a series of harmful events having the same technical cause).
It is then automatically reduced by any compensation paid or due until it is exhausted.

Provisions relating to cover limits set by insurance year

In all cases where cover is provided up to a fixed amount per insurance year, it applies to all damaging events occurring during the same insurance year, regardless of the date of the other constituent elements of the claim.
Where a single damaging event (or a series of damaging events having the same technical cause) gives rise to one or more instances of damage for which one or more claims are made, these are attributed to the insurance year in which the damaging event occurred (or the first damaging event in the case of a series of damaging events having the same technical cause) and constitute a single claim.
The amount set per insurance year is therefore automatically reduced, regardless of the number, nature and origin of the claims, or of the compensation paid or due in respect of the same insurance year, until that amount is exhausted.
The amount set per insurance year constitutes the absolute limit of the insurer's liability.

Criminal defence and recourse following an accident.

In addition to the steps we take on your behalf, the cover includes payment of the costs and fees incurred in defending your interests (experts, solicitors, etc.).

LEGAL NOTICE

The Insured certifies that the answers provided in connection with the conclusion of the contract are accurate.

The Insured's attention is drawn to the fact that any wilful concealment or false declaration on their part will render the contract null and void (Article L113-8 of the Insurance Code); any omission or inaccurate declaration will expose them to bearing part of the cost of the compensation (Article L113-9 of the Insurance Code).

Protection of personal data

Personal data relating to the insured entity (or to persons who are parties to or have an interest in the contract) is processed by the Insurer in accordance with the amended Data Protection Act of 6 January 1978. The processing of such data is necessary for the conclusion, management and performance of the contract, the management of commercial and contractual relations, the prevention of fraud, or compliance with applicable legal, regulatory or administrative provisions.

This data is intended for the Insurer's adviser and the Insurer's departments responsible for each of its coverages (Insurance, Banking and Services), in accordance with the purposes and provisions set out in the general terms and conditions or the information notice for the relevant contract.

This information is retained, at most, for the duration of the contractual relationship and until the expiry of the statutory limitation periods.

You have the right to access, rectify, delete and object to the processing of your personal data by writing to your Insurer (see the address provided in this document) or via our website www.groupama.fr

In accordance with the regulations, we inform you that you may opt out of receiving commercial marketing calls by registering, free of charge, on the national 'Bloctel' register for the exclusion of unsolicited telephone marketing; however, this registration does not prevent the use of your telephone contact details in the context of our contractual relationship.

In the event of a complaint (disagreement, dissatisfaction) relating to your contract, you may contact your usual point of contact or the head office of your Regional Branch (whose contact details are set out herein). If you are not satisfied with the response, you may address your complaint to the 'Complaints' department of our Regional Branch (whose contact details are set out herein). We undertake to acknowledge receipt of your complaint within a maximum of 10 working days. It will be dealt with within two months at the latest. If this is not the case, you will be informed. Finally, you may refer the matter to the Insurance Ombudsman, whose contact details are available on the groupama.fr website or from your usual contact. If you are not satisfied with the Insurance Ombudsman's decision, you may take legal action.

SPECIAL COVER FOR EPIDEMICS AND PANDEMICS, AVAILABLE AS AN EXTENSION TO YOUR POLICY NO. 4637



For any INSURANCE claims, please contact XPLORASSUR

Via the claims reporting website: sinistre.xplorassur.com

For any ASSISTANCE claims, contact MUTUAIDE ASSISTANCE as soon as the incident occurs

7 days a week – 24 hours a day
From within France Tel: 01 55 98 71
52 **From abroad Tel**: +33 1 55 98 71 52
By email: voyage@mutuaide.fr

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

PLEASE NOTE: NO COVERAGE WITHOUT A PRIOR CALL

TABLE OF COVERAGE AMOUNTS	
CANCELLATION	**Maximum amounts covered**
Cancellation due to serious illness in the event of an epidemic or pandemic	€8,000 per person €40,000 per event Excess: 10 per cent of the cancellation costs, with a minimum of €50 per person
Cancellation due to being refused boarding at the airport, railway station, coach station or port of departure following a temperature check	
Cancellation in the event of failure to be vaccinated against Covid-19	
REPATRIATION ASSISTANCE	**Maximum amounts covered**
Telemedicine consultation before departure	1 call
Medical repatriation (including in the event of an epidemic or pandemic)	Actual costs
Medical expenses outside the country of residence following illness (including in the event of an epidemic or pandemic)	**Outside the country of residence**: €75,000 per person **Extension**: €150,000 per person, €800,000 per incident Excess: €30 per person
Accommodation costs following quarantine	€150 per night per person – maximum 14 nights
Psychological support following quarantine	6 telephone consultations per event
Return travel not possible	Maximum €1,000 per person and €50,000 per group – Accommodation costs: €150 per night per person – maximum 14 nights
Coverage of a local telephone package	Up to €80
Emergency kit	Max €100 per person and max €350 per family
ADDITIONAL ASSISTANCE FOR INDIVIDUALS	**Maximum amounts covered**
Home help	15 hours spread over 4 weeks
Grocery delivery	Up to 15 days and 1 delivery per week
Psychological support following repatriation	6 telephone consultations per event

DEFINITIONS

EPIDEMIC: An abnormally high incidence of a disease during a given period and in a given region.

PANDEMIC: An epidemic that spreads across a vast territory, crossing borders, and is classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities in the country where the incident occurred.

ILLNESS: A sudden and unforeseeable deterioration in health, as confirmed by a competent medical authority**.**

SERIOUS ILLNESS: A sudden and unforeseeable deterioration in health, as determined by a competent medical authority, resulting in the issue of a prescription for medication for the patient and necessitating the cessation of all work or other activities.

QUARANTINE: Isolation of a person, in the event of a suspected or confirmed illness, ordered by a competent local authority, with a view to preventing the risk of the said illness spreading in the context of an epidemic or pandemic.

DESCRIPTION OF THE INSURANCE COVER

WHAT WE COVER

CANCELLATION

Cover is provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

- **Cancellation due to a serious illness (including a serious illness resulting from an epidemic or pandemic), a serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness or accident, diagnosed before you booked your trip:**

- Yourself, your spouse or civil partner, your ascendants or descendants (of any degree), your guardian or any person usually living in your household,
- Your brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law and mothers-in-law,
- Your designated professional replacement named at the time of taking out the policy,
- The person designated at the time of taking out this policy, responsible during your trip for looking after or accompanying your minor children or a disabled person living in your household on holiday, provided that you are hospitalised for more than 48 hours or die.

- **Cancellation due to denied boarding**

Denied boarding at the airport, railway station, coach station or port of departure following a temperature check organised by the health authorities of the country of departure or the transport company with which you are travelling. (You must provide us with proof issued by the transport company that refused you boarding, or by the health authorities; without this proof, no compensation will be payable).

- **Lack of Covid-19 vaccination**

Where, at the time of taking out this policy, the destination country did not require vaccination against Covid-19 for entry into its territory, but where, at the time of your departure, it does require it:

- And you are no longer within the required timeframe to receive the vaccination necessary to travel,
- Or you are unable to receive this vaccination due to a medical contraindication.

It is your responsibility to establish the facts of the situation giving rise to entitlement to our benefits; we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the facts of the case.

HOW LONG DO YOU HAVE TO REPORT THE CLAIM?

Two steps

1/ As soon as the first symptoms of the illness appear, you must **IMMEDIATELY** notify **your travel agency.**

If you subsequently cancel the trip with your travel agency, we will only reimburse you for cancellation fees from the date on which the medical contraindication was confirmed by a competent authority, in accordance with the cancellation scale set out in the travel agency's special terms and conditions of sale.

2/ Furthermore, you must report the claim to XPLORASSUR within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- A medical certificate and/or an administrative hospitalisation report specifying the cause, nature, severity and foreseeable consequences of the illness,

You must provide XPLORASSUR with the medical documents and information required to assess your claim, as well as the medical questionnaire to be completed by your doctor.

You must also provide any information or documents requested to substantiate the reason for your cancellation, including:

- All photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they were dispensed or carried out, in particular medical claim forms including, for prescribed medicines, copies of the corresponding medicine labels.
- Statements from Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- The original receipt showing payment of the amount you are required to pay to the travel agency or which the agency retains,
- Your insurance policy number,
- The booking confirmation 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, as well as any witnesses, if applicable,
- In the event of denied boarding: a document issued by the transport company that denied you boarding, or by the health authorities; in the absence of such proof, no compensation will be payable,
- and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object to this without a legitimate reason, you will forfeit your entitlement to cover.

EXCLUSIONS FROM THE CANCELLATION COVERAGE EXTENSION FOR EPIDEMICS OR PANDEMICS

The Cancellation cover does not cover the inability to travel due to border closures, logistical arrangements, or accommodation or safety conditions at the destination.

In addition to the exclusions common to all cover options, the following are also excluded:

- **Any event, illness or accident that was first diagnosed, relapsed, worsened or resulted in hospitalisation between the date of booking the holiday and the date the insurance policy was taken out,**
- **Any circumstance that merely detracts from the enjoyment of the holiday,**
- **Pregnancy, including any complications beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,**
- **Failure to have a vaccination,**
- **Any failure on the part of the carrier, including financial failure, rendering it impossible for the carrier to fulfil its contractual obligations,**
- **A lack of or excessive snow cover,**
- **Any medical event where the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days following the taking out of this Contract,**
- **Pollution, the local health situation, natural disasters falling within the scope of the procedure set out in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,**
- **The consequences of any criminal proceedings against you,**
- **Any other event occurring between the date of taking out the insurance policy and the departure date of your trip**
- **Any event occurring between the date on which the trip was booked and the date on which the insurance policy was taken out.**
- **The absence of a fortuitous event,**
- **An intentional and/or unlawful act, the consequences of being under the influence of alcohol or drugs, or the consumption of any narcotic substance listed in the Public Health Code, or of medicines and treatments not prescribed by a doctor,**
- **The mere fact that the geographical destination of the trip is advised against by the French Ministry of Foreign Affairs,**
- **An act of negligence on your part,**
- **Any event for which the travel agency may be held liable under the Tourism Code in force,**
- **Failure to present, for any reason whatsoever, documents essential for the trip, such as a passport, identity card, visa, travel tickets or vaccination record, except in the event of theft of the passport or identity card within 48 hours prior to departure.**

REPATRIATION ASSISTANCE

WHAT WE GUARANTEE

- **Pre-departure teleconsultation**

For any enquiries or information required to organise and ensure the smooth running of your trip, you can contact us 24 hours a day, 7 days a week prior to your trip.
The information covers the following areas.

Health information: Health, hygiene, vaccinations, precautions to take, main hospitals, advice for women, jet lag, travelling with pets.

We are also available to provide any information you may need should your trip take place during an epidemic or pandemic. If necessary, we will put you in touch with one of our doctors
Information is provided by telephone and is not subject to written confirmation or the sending of documents.
Advice and information services are provided between 8.00 am and 7.00 pm, within the time normally required to deal with your enquiry.
However, whatever the time of your call, we will take your enquiry and note down your details so that we can call you back to provide the answers you require.

- **Repatriation or medical transport**

If you are injured or fall ill (including during an epidemic or pandemic) whilst on a covered trip, we will organise and cover the cost of your repatriation to your home or to a hospital near your home.

Only medical requirements are taken into account when determining the date of repatriation, the choice of transport or the place of hospitalisation.

The decision to repatriate you is made by our medical adviser, following consultation with the doctor treating you at the time and, where appropriate, your GP.

During your repatriation, and on the advice of our medical adviser, we will organise and cover the cost of transport for a companion to travel with you.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance cover.

- **Impossible return**

Your flight has been cancelled as a result of travel restrictions imposed by the local government or airlines in the event of an epidemic or pandemic.
If you are obliged to extend your stay, we will organise and cover the cost of hotel accommodation (bed and breakfast) for you, as well as for eligible family members or an insured accompanying person, up to the amount specified in the Table of Cover.

We will arrange and cover the cost of your repatriation to your home, up to the limit specified in the Table of Cover.

- **Medical expenses (outside your country of residence)**

Where medical expenses (including in the event of an illness linked to an epidemic or pandemic) have been incurred with our prior authorisation, we will reimburse you for the portion of these expenses not covered by any insurance organisations with which you are affiliated.

We will only make a payment once reimbursements have been made by the aforementioned insurance organisations, less an excess the amount of which is specified in the Table of Benefits, and subject to the provision of original reimbursement documents issued by your insurance organisation.

This reimbursement covers the costs set out below, provided they relate to treatment you have received outside your country of residence following an illness or accident that occurred outside your country of residence.
In such cases, we will reimburse the costs incurred up to the maximum amount specified in the Table of Benefits.

In the event that the insurance provider with which you are insured does not cover the medical costs incurred, we will reimburse the costs incurred up to the limit specified in the Table of Benefits, subject to your provision of the original medical invoices and a certificate of non-coverage issued by the insurance provider.

This benefit ceases on the day we are able to arrange your repatriation.

Types of expenses eligible for reimbursement (subject to prior approval):

- Medical fees,
- Costs of medicines prescribed by a doctor or surgeon,
- Costs of an ambulance prescribed by a doctor for transport to the nearest hospital, and this only in the event of refusal of cover by the insurance organisations,
- Hospitalisation costs, provided that you are deemed unfit for transport by a decision of the Assistance's doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which we are able to arrange your repatriation are not covered),
- Emergency dental costs (capped at the amount specified in the Table of Cover, with no excess applicable),
- PCR test costs, if the result is positive.

- **Extension of cover: advance payment of hospitalisation costs (outside your country of residence)**

We may, subject to the cover limits set out above, pay in advance the hospitalisation costs you incur outside your country of residence, provided that all of the following conditions are met:

- The doctors at MUTUAIDE ASSISTANCE must determine, after obtaining information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The treatment for which the advance payment applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- You, or any person authorised by you, must formally undertake, by signing a specific document provided by MUTUAIDE ASSISTANCE when this benefit is activated, to:
  - To take the necessary steps to claim reimbursement of the costs from the insurance organisations within 15 days of the date on which MUTUAIDE ASSISTANCE sends the documents required for these procedures,
  - To reimburse MUTUAIDE ASSISTANCE for any sums received in this regard from the insurance providers within one week of receiving such sums.

We shall only be liable for costs not covered by the insurance providers, up to the limit of the cover provided for the "medical expenses" benefit. You must provide us with the certificate of non-cover issued by these insurance providers within one week of receiving it.

In order to safeguard our future rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to take the necessary steps with the social security bodies and to reimburse us for the sums received. If you fail to take the necessary steps to claim reimbursement from the insurance organisations within the specified time limit, or if you fail to submit the certificate of non-reimbursement issued by these insurance organisations to MUTUAIDE ASSISTANCE within the specified time limit, you will under no circumstances be entitled to the 'medical expenses' benefit and will be required to reimburse MUTUAIDE ASSISTANCE in full for the hospitalisation costs advanced by it; MUTUAIDE ASSISTANCE will, where necessary, initiate any appropriate recovery proceedings, the cost of which will be borne by you.

- **Hotel costs following quarantine**

If you are obliged to extend your stay following your quarantine, we will organise and cover the hotel costs (room and breakfast) as well as those of your eligible family members or an insured accompanying person, up to the amount specified in the Table of Cover.

- **On-site psychological support following quarantine**

In the event of significant psychological distress following your quarantine due to an epidemic or pandemic, we can, at your request, put you in contact by telephone with a psychologist for the duration of the quarantine, up to the limit specified in the Table of Benefits. These consultations are entirely confidential.

This counselling service should not be confused with psychotherapy provided in private practice. Under no circumstances, due to the caller's physical absence, can this service be considered a substitute for psychotherapy.

- **Cover for a local telephone package**

In the event of quarantine whilst on a covered trip outside your country of residence, we will cover the cost of setting up a local telephone package, up to the limit specified in the Table of Benefits.

- **Emergency kit**

If you no longer have sufficient usable personal effects at your disposal due to being placed in quarantine or hospitalised as a result of an epidemic or pandemic, we will cover, upon presentation of supporting documents, the cost of essential items up to the amount specified in the Table of Cover.

➢ ADDITIONAL PERSONAL COVER

If, during your trip, you contract an illness linked to an epidemic or pandemic resulting in your emergency hospitalisation for more than 48 hours and/or your repatriation, we will provide you with additional services and benefits, provided that you submit a claim to us within fifteen days of your return home.

These services are provided exclusively in France and are available from Monday to Saturday (excluding public holidays) from 8 am to 7 pm, provided you contact us no later than 7 pm the day before.

- **Home help**

If, following your repatriation by us due to an illness linked to an epidemic or pandemic, you are unable to carry out your usual household chores yourself, we will find, arrange and cover the costs of a domestic helper, up to the limit specified in the Table of Cover.

- **Grocery deliveries**

If, following your repatriation by us due to an illness linked to an epidemic or pandemic, you are unable to leave your home, we will organise and cover, subject to local availability, the cost of delivering your groceries up to the limit set out in the Table of Cover.

- **Psychological support following repatriation**

In the event of significant trauma following an incident linked to an epidemic or pandemic, upon your return home as part of a repatriation organised by us, we can, at your request, put you in contact by telephone with a psychologist, subject to the limits set out in the Table of Benefits. These consultations are entirely confidential.

This counselling service should not be confused with psychotherapy provided in private practice. Under no circumstances, due to the caller's physical absence, can this service be considered a substitute for psychotherapy.

EXCLUSIONS FROM THE REPATRIATION ASSISTANCE COVERAGE – EPIDEMIC OR PANDEMIC EXTENSION

The following do not qualify for our assistance:

- **Journeys undertaken for the purpose of diagnosis and/or treatment,**
- **Medical and hospitalisation costs in the country of residence,**
- **Intoxication, suicide or attempted suicide and their consequences,**
- **Any deliberate self-harm by the Insured Person,**
- **Minor ailments or injuries that can be treated locally and/or that do not prevent the Insured Person from continuing their journey,**
- **Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36^{th} week, voluntary termination of pregnancy, and the after-effects of childbirth,**
- **Convalescence and conditions currently under treatment, which have not yet stabilised and carry a risk of sudden deterioration,**
- **Pre-existing conditions for which the Insured Person was hospitalised within the 6 months preceding the date of departure,**
- **Events linked to medical treatment or surgical procedures that are not of an unforeseen, fortuitous or accidental nature,**
- **The costs of prosthetic devices: optical, dental, hearing aids, functional aids, etc.**
- **The consequences of situations involving a risk of infection in the context of an epidemic which are subject to quarantine or specific preventive or monitoring measures by the international health authorities and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin (unless otherwise stipulated in the cover).**
- **The costs of spa treatments, cosmetic procedures, vaccinations and any associated costs,**
- **Stays in care homes and associated costs,**
- **Rehabilitation, physiotherapy, chiropractic treatment and related costs,**
- **Scheduled hospitalisations.**

GENERAL EXCLUSIONS UNDER THE EPIDEMIC OR PANDEMIC EXTENSION

We will not provide cover for:

- **Services that were not requested during the trip or that were not organised by us, or in agreement with us, do not entitle the insured to a refund or compensation retrospectively,**
- **Meal and hotel costs, except those specified in the terms of cover,**
- **Damage caused intentionally by the Insured Person and damage resulting from their involvement in a crime, an offence or a brawl, except in cases of self-defence,**
- **The amount of any fines and their consequences,**
- **The use of narcotics or drugs not prescribed by a doctor,**
- **Being under the influence of alcohol,**
- **Customs duties,**
- **Participation as a competitor in a competitive sport or rally leading to a national or international ranking, organised by a sports federation for which a licence is issued, as well as training for such competitions,**
- **The professional practice of any sport,**
- **Participation in competitions or endurance or speed events, and in preparatory trials for such events, in any land, water or air vehicle,**
- **The consequences of failing to comply with recognised safety rules relating to the practice of any recreational sporting activity,**
- **Costs incurred after returning from the trip or after the cover has expired,**
- **Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high-altitude mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, and snow sports involving international, national or regional rankings,**
- **Deliberate failure to comply with the regulations of the country visited or the pursuit of activities not authorised by the local authorities,**
- **Official prohibitions, seizures or coercive measures by law enforcement agencies,**
- **The use by the Beneficiary/Insured Person of aircraft navigation equipment,**
- **The use of military equipment, explosives and firearms,**
- **Damage resulting from wilful misconduct or fraud on the part of the Insured in accordance with Article L.113-1 of the Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics and pandemics (unless otherwise specified in the cover), pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular uprisings, acts of terrorism, hostage-taking,**
- **The disintegration of the atomic nucleus or any radiation emanating from a radioactive energy source.**

MUTUAIDE ASSISTANCE shall under no circumstances be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or from events such as civil or foreign war, riots or popular uprisings, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, the disintegration of the atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and disasters.

GENERAL PROVISIONS

DEFINITIONS

We, the Insurer
The Insurer is MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS20010 - 93196 Noisy-le-Grand Cedex – a public limited company (S.A.) with a fully paid-up share capital of €15,180,660 – a company governed by the Insurance Code, registered with the Trade and Companies Register (RCS) under number 383 974 086 in Créteil – VAT number FR 31 3 974 086 000 19.
For the 'Personal Liability Abroad' and 'Personal Accident' cover, policy number 35.806.460, the Insurer is GROUPAMA D'OC – 14 rue de Vidailhan - CS 93105 – 31131 BALMA Cedex, Caisse Régionale d'Assurances Mutuelles Agricoles d'Oc – RCS Toulouse 391 851 557.

Serious bodily injury
A sudden deterioration in health resulting from the sudden action of an external cause not attributable to the victim, as confirmed by a competent medical authority, leading to the issue of a prescription for medication for the patient and necessitating the cessation of all professional or other activities.

Insured
The following are considered to be Insured Persons: natural persons travelling through the Policyholder and who have taken out this policy, hereinafter referred to as 'You'.

Insured Person (Overseas Personal Liability and Personal Accident Cover)
These persons must be resident in mainland France or an Overseas Department and must have taken out this policy through a tour operator or travel agency

Terrorist attack
Any act of violence constituting a criminal or unlawful attack against persons and/or property in the country in which you are staying, intended to seriously disrupt public order through intimidation and terror, and which is reported in the media.
This "terrorist attack" must be recognised as such by the French Ministry of Foreign Affairs or the Ministry of the Interior.
If several attacks take place on the same day, in the same country, and if the authorities regard them as a single, coordinated action, this will be considered a single event.

Luggage
Travel bags, suitcases, trunks and their contents, excluding the clothing you are wearing.

Natural disaster
An abnormally intense natural phenomenon not resulting from human intervention. A phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural disaster, caused by the abnormally intense nature of a natural phenomenon and recognised as such by the public authorities.

Definition of personal assistance
Personal assistance comprises all the services provided in the event of illness, injury or death of the insured persons whilst on a covered trip.

Covered trip
A trip organised by the Policyholder and for which you are insured under the relevant cover. The period of cover corresponds to the dates of the trip stated on the invoice issued, up to a maximum of 90 consecutive days.

Place of residence
For Assistance and Insurance cover, excluding Overseas Personal Liability and Personal Accident cover, 'domicile' is defined as the main and habitual place of residence in mainland France, the French Overseas Departments and Regions (DOM-ROM), the French Overseas Collectivities (COM) or in Europe. In the event of a dispute, the tax domicile shall be deemed to be the domicile. For cover under the Overseas Personal Liability and Personal Accident schemes, the place of residence must be in mainland France or an Overseas Department.

Overseas Departments and Regions (DOM-ROM), Overseas Collectivities (COM) and sui generis entities
Guadeloupe; Martinique; French Guiana; Réunion; French Polynesia; Saint Pierre and Miquelon; Wallis and Futuna; Mayotte; Saint Martin; Saint Barthélemy; New Caledonia.

Duration of cover
• The "Cancellation" cover takes effect on the day you take out the insurance policy and expires on the day you set off on your trip.
• The period of cover for the other types of cover corresponds to the dates of the trip stated on the invoice issued by the tour operator, up to a maximum of 90 consecutive days.

Essential personal effects
Clothing and toiletries to enable you to cope temporarily whilst your personal belongings are unavailable.

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

Events covered by assistance
Illness, injury or death whilst on a covered trip.

Provision of benefits
The benefits covered by this policy may only be triggered with the prior consent of MUTUAIDE ASSISTANCE. Consequently, MUTUAIDE ASSISTANCE will not reimburse any expenses incurred by the Insured Persons without authorisation.

Excess
The portion of the claim for which the Insured is liable, as stipulated in the policy, in the event of a claim being settled. The excess may be expressed as a sum, a percentage, a number of days, hours or kilometres.

Group
All participants listed on the same travel booking form.

Long-haul
'Long-haul' refers to journeys to other countries around the world.

Maghreb
Algeria, Morocco, Tunisia.

Illness
A sudden and unforeseeable deterioration in health, as certified by a competent medical authority.

Serious illness
A sudden and unforeseeable deterioration in health, as certified by a competent medical authority, resulting in the issue of a prescription for medication for the patient and necessitating the cessation of all professional or other activities.

Maximum per event
Where cover applies to several insured persons who are victims of the same event and are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

Family members
Your legal or de facto spouse or any person with whom you are in a civil partnership (PACS), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers and sisters – including the children of the spouse or cohabiting partner of one of your direct ascendants – brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces, cousins, or those of your spouse. They must be resident in the same country as you, unless otherwise stipulated in the contract.

Medium-haul
'Medium-haul' refers to journeys to destinations in Europe and the Maghreb countries.

We organise
We carry out the necessary procedures to ensure you have access to the service.

We cover
We fund the service.

Invalidity
Any fraud, forgery, false statements or perjury that may trigger the guarantees set out in the agreement shall render our commitments null and void and result in the forfeiture of the rights provided for in the said agreement.

Valuables
Pearls, jewellery, watches, fur garments, as well as any sound and/or image reproduction devices and their accessories, hunting rifles, fishing equipment and laptops.

Claim
An unforeseen event of such a nature as to trigger the cover provided under this contract.

Policyholder
The tour operator with its registered office in mainland France.

Territorial scope
Worldwide.

GENERAL EXCLUSIONS

The following do not give rise to any cover from us:

- **Services that were not requested during the trip or that were not organised by us, or in agreement with us, do not entitle the traveller, retrospectively, to a refund or compensation,**
- **Costs of meals and accommodation, except those specified in the terms of cover,**
- **Damage caused intentionally by the Insured Person and damage resulting from their involvement in a crime, an offence or a brawl, except in cases of self-defence,**
- **The amount of any fines and their consequences,**
- **The use of narcotics or drugs not prescribed by a doctor,**
- **Being under the influence of alcohol,**
- **Customs duties,**
- **Participation as a competitor in a competitive sport or rally eligible for national or international ranking, organised by a sports federation for which a licence is issued, as well as training for such competitions,**
- **The professional practice of any sport,**
- **Participation in competitions or endurance or speed events, and in preparatory trials for such events, in any land, water or air vehicle,**
- **The consequences of failing to comply with recognised safety rules relating to the practice of any recreational sporting activity,**
- **Costs incurred after returning from the trip or after the cover has expired,**
- **Official prohibitions, seizures or coercive measures by law enforcement authorities,**
- **The Insured's use of aircraft,**
- **The use of military equipment, explosives and firearms,**
- **Damage resulting from wilful misconduct or fraud on the part of the Insured Person in accordance with Article L.113-1 of the Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics, pollution and natural disasters,**
- **Civil or foreign war, riots, strikes, popular uprisings, acts of terrorism, hostage-taking,**
- **The disintegration of the atomic nucleus or any radiation emanating from a radioactive energy source.**

MUTUAIDE ASSISTANCE shall under no circumstances be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or from events such as civil or foreign war, riots or popular uprisings, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, nuclear fission, the explosion of devices and radioactive effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

COMPLEMENTARY MULTIRISK COVER FOR BANK CARDS

Please note: before making any call, you must first contact your bank card's insurance provider. To take out this cover, you must hold a multi-service bank card offering Cancellation and Repatriation Assistance cover: Gold Mastercard, Visa Premier, Infinite Platinum, American Express Gold, to the exclusion of all other types of bank cards. Only bank cards issued by a French bank are accepted.You must be resident in France for tax purposes to be eligible for this cover.

RULES GOVERNING THE PROVISION OF ASSISTANCE SERVICES

Assistance services can only be activated following a telephone call from the Insured Person at the time of the incident.

Upon receipt of the call, MUTUAIDE ASSISTANCE, having verified the claimant's entitlement, will organise and cover the services provided for in this agreement.

In order to receive a benefit, MUTUAIDE ASSISTANCE may ask the Insured Person to provide evidence of the status they claim and to produce, at their own expense, the supporting documents proving this entitlement.

The Insured must allow our doctors access to all medical information concerning the person for whom we are providing assistance. This information will be treated in accordance with medical confidentiality.

MUTUAIDE ASSISTANCE may under no circumstances act in place of local emergency services and will only intervene within the limits of the authorisations granted by the local authorities; nor will it cover the costs incurred, with the exception of the cost of transport by ambulance or taxi to the nearest location where appropriate care can be provided, in the event of a minor illness or slight injuries requiring neither repatriation nor medical transport.

Any assistance provided by MUTUAIDE ASSISTANCE is carried out in full compliance with national and international laws and regulations. It is therefore subject to the necessary authorisations being obtained from the relevant authorities.

Where MUTUAIDE ASSISTANCE has arranged for the transport of an Insured Person, the latter must return to MUTUAIDE ASSISTANCE their originally booked but unused return ticket.

MUTUAIDE ASSISTANCE decides on the type of flight ticket provided to the Insured Person based on the options offered by the airlines and the duration of the journey.

REIMBURSEMENT TERMS

Reimbursements to the Insured Person can only be made by us upon presentation of the original, paid invoices corresponding to expenses incurred with our agreement.

Claims for reimbursement must be sent to:

MUTUAIDE ASSISTANCE
Claims Management
Department 126 rue de la
Piazza - CS20010 93196 Noisy-
le-Grand Cedex

HANDLING OF COMPLAINTS

1. In the event of a disagreement or dissatisfaction regarding the administration of your policy, please bring this to the attention of MUTUAIDE by calling 01 55 98 71 53 or by writing tovoyage@mutuaide.fr for the Assistance cover listed below:

- Repatriation or medical transport
- Repatriation of accompanying persons
- Repatriation of children under 18
- Visit by a relative
- Extension of stay
- Accommodation costs
- Medical expenses outside the country of residence
- Repatriation of a body
- Legal assistance abroad
- Early return
- Assistance for minors left alone at home
- Sending medication abroad
- Forwarding of urgent messages
- Search and rescue costs
- Cash advance (abroad only)
- Replacement driver

If you are not satisfied with the response you receive, you can write to:

MUTUAIDE
CUSTOMER QUALITY
SERVICE
126 rue de la Piazza - CS20010
93196 Noisy-le-Grand Cedex.

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be dealt with within two months at the latest. If the dispute remains unresolved, you may refer the matter to the Insurance Ombudsman by writing to:

The Insurance Ombudsman
TSA 50110 - 75441 Paris Cedex 09

2. In the event of a disagreement or dissatisfaction regarding the administration of your policy, please bring this to the attention of XPLORASSUR by writing to the following address: 74–78 Rue Anatole France, 92300 Levallois-Perret, or by emailingreclamation@xplorassur.com for the insurance cover listed below:

- Cancellation
- Luggage
- Missed flight
- Transport delay
- Interruption of stay / activities
- Inability to depart
- Unable to return
- Compensatory trip
- Price freeze
- Total cancellation of a school group

If you are not satisfied with the response you receive, you may write to:

MUTUAIDE
TSA Insurance
Department 20001
93196 Noisy-le-Grand Cedex

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be dealt with within two months at the latest. If the dispute remains unresolved, you may refer the matter to the Insurance Mediation Service by post to:

The Insurance Ombudsman
TSA 50110 - 75441 Paris Cedex 09

3. In the event of any difficulties regarding the application of the Private Civil Liability cover abroad and Personal Accident cover, the Policyholder or the Insured may address their claim to:

GROUPAMA D'OC
14 rue de Vidailhan - CS 93105
31131 BALMA Cedex

The Insurer shall acknowledge receipt of the claim within a period not exceeding 10 working days from the date of receipt, unless a response is provided to the customer within that period. The Insurer shall send its response to the Insured within a period not exceeding two months from the date of receipt.

Finally, if you remain dissatisfied following the response provided, you may refer the matter to the Insurance Ombudsman, provided that no legal proceedings have been initiated

The Insurance Mediation Service, TSA
50110 75441 Paris Cedex 09

DATA COLLECTION

The Insured acknowledges that they have been informed that the Insurer processes their personal data in accordance with the regulations on the protection of personal data currently in force and that, furthermore:

- answers to the questions asked are mandatory and that, in the event of false statements or omissions, the consequences for the Insured may include the nullity of the contract (Article L 113-8 of the Insurance Code) or a reduction in compensation (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the conclusion and performance of the policy and its cover, for the management of commercial and contractual relations, or for compliance with applicable legal, regulatory or administrative provisions.
- The data collected and processed is retained for the period necessary to fulfil the contract or the legal obligation. This data is then archived in accordance with the time limits set out in the provisions relating to limitation periods.
- The recipients of the data concerning the policyholder are, within the limits of their remit, the Insurer's departments responsible for the conclusion, management and performance of the insurance contract and the cover provided, as well as its delegates, agents, partners, subcontractors and reinsurers in the course of carrying out their duties. It may also be passed on, where necessary, to professional bodies and to any persons involved in the contract, such as solicitors, experts, court officers and ministerial officers, curators, guardians and investigators.
  Information concerning him may also be disclosed to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities, and any public bodies authorised to receive such information, as well as bodies responsible for oversight, such as statutory auditors, auditors and internal control departments).
- As a financial institution, the Insurer is subject to legal obligations arising principally from the Monetary and Financial Code regarding the prevention of money laundering and the financing of terrorism and, as such, carries out monitoring of policies which may result in the filing of a suspicious activity report or the 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 the cessation of the relationship.
- Their personal data may also be used as part of a process to combat insurance fraud, which may, where applicable, lead to their inclusion on a list of persons presenting a risk of fraud.
- Such inclusion may result in a delay in the assessment of their case, or even a reduction in or refusal of a right, benefit, contract or service offered.

In this context, personal data concerning the customer (or concerning the parties to or persons with an interest in the contract) may be processed by any authorised persons working within the Insurer Group's entities as part of the fight against fraud. This data may also be disclosed to authorised staff of organisations directly affected by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by law and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to assess the alert and is then deleted, unless the alert proves to be valid. In the event of a valid alert, the data is retained for up to five (5) years from the closure of the fraud case, or until the conclusion of any legal proceedings and the expiry of the applicable limitation periods.

For individuals included on a list of suspected fraudsters, data relating to them is deleted after a period of five years from the date of inclusion on that list.

- In its capacity as an Insurer, it is entitled to process data relating to offences, convictions and security measures, either at the time the policy is taken out, during its term, or in the context of dispute resolution.
- Personal data may also be used by the Insurer in the context of data processing operations it carries out for the purposes of research and development to improve the quality or relevance of its future insurance and/or assistance products and service offerings.
- Personal data relating to the Insured may be accessible to certain employees or service providers of the Insurer based in countries outside the European Union.
- The Insured Party has the right, upon proving their identity, to access, rectify, erase and object to the processing of their data. They also have the right to request that the use of their data be restricted when it is no longer necessary, or to receive the data they have provided in a structured format where such data is necessary for the contract or where they have consented to its use.

They have the right to set out guidelines regarding the handling of their personal data after their death. These guidelines, whether general or specific, relate to the retention, erasure and disclosure of their data following their death.

These rights may be exercised by contacting the Insurer's Data Protection Officer:

- by email: atdrpo@mutuaide.fr or
- by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS20010 - 93196 Noisy-le-Grand Cedex

If, after making a request to the Data Protection Officer, the data subject has not received a satisfactory response, they may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the services provided by it, to the Insured's rights and claims against any person liable for the events giving rise to its intervention. Where the benefits provided under the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the Insured's rights and claims against that company or institution.

LIMITATION PERIOD

Pursuant to Article L 114-1 of the Insurance Code, any claim arising from this contract is time-barred two years from the event giving rise to it. This period is extended to ten years for death cover, with beneficiaries' claims being time-barred no later than thirty years from that event.

However, this period shall not commence:

- in the event of concealment, omission, or a false or inaccurate declaration regarding the risk involved, from the date on which the Insurer became aware of it;
- in the event of a claim, only from the date on which the parties concerned became aware of it, provided they can prove that they were unaware of it until then.

Where the Insured's claim against the Insurer arises from a claim by a third party, this limitation period shall run only from the date on which that third party brought legal proceedings against the Insured or was compensated by the Insured.

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

- acknowledgement by the debtor of the right of the person against whom the limitation period was running (Article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are concluded. The same applies where the claim is brought before a court lacking jurisdiction or where the document instituting the proceedings is set aside on the grounds of a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is deemed to have never taken place if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively dismissed (Article 2243 of the Civil Code);
- a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an enforcement order (Article 2244 of the Civil Code). It should

be noted that:

A claim made against one of the jointly and severally liable debtors by way of a legal claim or an enforcement order, or the debtor's acknowledgement of the right of that against whom the claim was becoming time-barred interrupts the limitation period in respect of all the others, even their heirs.
Conversely, a claim made against one of the heirs of a jointly and severally liable debtor, or an acknowledgement by that heir, does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. Such a demand or acknowledgement interrupts the limitation period, in respect of the other co-debtors, only in respect of the share for which that heir is liable.

To interrupt the limitation period in respect of the entire debt, as regards the other co-debtors, a demand must be made against all the heirs of the deceased debtor or all such heirs must acknowledge the debt (Article 2245 of the Civil Code).
A demand made to the principal debtor or an acknowledgement by the principal debtor interrupts the limitation period against the guarantor (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured in respect of a claim for payment of the premium, and sent by the Insured to the Insurer in respect of the settlement of the claim).

SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall, in the absence of an amicable resolution, be referred by the party acting first to the competent court in the Insured's place of residence in accordance with the provisions of Article R 114-1 of the Insurance Code.

FALSE DECLARATIONS

Where they alter the nature of the risk or reduce our assessment of it:

- **Any concealment of facts or intentionally false statement on your part shall render the contract void. Premiums paid shall be retained by us and we shall be entitled to demand payment of any outstanding premiums, as provided for in Article L 113.8;**
- **Any omission or inaccurate statement on your part where bad faith has not been established shall result in the termination of the contract 10 days after notification is sent to you by registered post and/or the application of the reduction in compensation under the Insurance Code as provided for in Article L 113.9.**

SUPERVISORY AUTHORITY

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

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