



MONT BLANC
E X P E R I E N C E

Premium contract n°78 931 612

File number

For any request for assistance, you should contact
MUTUAIDE ASSISTANCE,
24 hours a day and 7 days a week:

By Phone

From France: 01 41 77 45 76
From abroad: +33 (0)14177 45 76

By Fax

From France: 01 45 16 63 92 or 01 45 16 63 94
From abroad: +33 (0)145 16 63 92 or +33 (0)145 16 63 94

By Email

medical@mutuaide.fr

**And obtain prior approval from MUTUAIDE ASSISTANCE prior
to incurring any expense, including medical expenses**



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*We hope you enjoy
reading this booklet*



MONT BLANC
EXPERIENCE

Our travel insurance contracts

(to be filled in with a ball-point pen)

78 931 612 Premium Contract

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

File number :

Allianz

Mutuaide
Assistance

UNE SOCIETE
DU GROUPE



Groupama



Une nouvelle idée de l'assurance voyage

1 - FORMULAE AND COVER

GUARANTEES	PREMIUM CONTRACT 78 931 612
CANCELLATION	X
MISSED DEPARTURE ON OUTWARD JOURNEY	X
OUTWARD JOURNEY IMPOSSIBLE	X
FLIGHT DELAY	X
BAGGAGE	X
REPATRIATION ASSISTANCE	X
TRIP INTERRUPTION EXPENSES	X
COMPENSATORY TRIP OR TRAVEL	X
"PRIVATE LIFE" CIVIL LIABILITY	X

Cover	Amounts	Excess
"ALL EVIDENCED CAUSES" CANCELLATION	As per the terms of the schedule of cancellation expenses €25,000 per person, maximum, €125,000 per event, maximum	Medical reasons: €50 per person Other reasons: 10% of the amount of the cancellation expenses with a maximum of €150 per person
MISSED DEPARTURE ON OUTWARD JOURNEY Outward ticket to enable you to reach your destination	Actual expenses	-
OUTWARD JOURNEY IMPOSSIBLE Before the departure: In the event of journeys postponed by the service provider : expenses for return back home Postponement expenses	€100 per person on documentary evidence Flat-rate compensation of €220 per person	- -
FLIGHT DELAY Excess for regular flights and charter flights: delay of more than 4 hours	A flat rate of €130 per person	-
BAGGAGE - Valuable objects - Purchase of essentials	Maximum €1,800 per person on documentary evidence or €500 per person for flat rate without documentary evidence 50% of the cover amount €300 per person	€30 per person €30 per person 24 hours

SCHEDULE OF COVER

<ul style="list-style-type: none"> - Theft and loss of sports equipment during carriage by a transport firm - Advice and carriage expenses in the event of loss or theft of documents, of belongings, of tickets, and of means of payment - Expenses for reissuing documents in the event of loss or theft of official documents (such as identity cards, passports, etc.) 	<p>€1,800 per person, maximum</p> <p>Actual costs</p> <p>€100 per person, maximum</p>	<p>€30 per person</p> <p>-</p> <p>-</p>
<p style="text-align: center;">REPATRIATION ASSISTANCE</p> <ul style="list-style-type: none"> - Repatriation or medical transport - Accompaniment during the repatriation or transport - Presence in the event of hospitalisation - Extended hotel stay - Hotel expenses - Additional reimbursement of medical, surgical, pharmaceutical, and hospitalization expenses and hyperbaric chamber expenses, abroad (excluding the country of residence of the Subscriber) - In the event of hospitalisation, cover for the cost of telephone calls with the assistance call centre - Emergency dental treatment - Transport of the corpse in the event of death • Repatriation of the corpse • Funeral expenses necessary for the transport 	<p>Actual expenses</p> <p>Ticket</p> <p>Ticket + hotel expenses of €150 per person and per day, for a maximum of 10 days</p> <p>Hotel expenses of €150 per person and per day, for a maximum of 10 days</p> <p>Ticket + Hotel expenses of €150 per person and per day, for a maximum of 10 days</p> <p>€200,000 per person</p> <p>Actual expenses up to a maximum of €200 per claim</p> <p>€300 per person</p> <p>Actual expenses</p> <p>€3,000 per claim</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>€46 per claim</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p>
<ul style="list-style-type: none"> • Accompanying deceased • Identifying the body and death formalities when the Subscriber was travelling alone or with one other person - Return of children less than 18 years of age - Sending a doctor in situ - Early return - Replacement driver for trips within France - Sending out medicines abroad - Passing on messages - Minors left at home 	<p>Ticket + hotel expenses of €150 per person and per day, for a maximum of 10 days</p> <p>Round-trip ticket for a member of the family or a close friend + hotel expenses of €150 per person and per day, for a maximum of 4 nights</p> <p>Ticket</p> <p>Ticket</p> <p>Ticket</p> <p>Driver's pay or outward and homeward tickets</p> <p>Carriage costs</p> <p>Actual costs</p> <p>Actual costs</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p>

SCHEDULE OF COVER

- Return of the beneficiaries	Ticket	-
- Advance of funds	€1,500 per person, maximum	-
- Legal assistance abroad		-
- Payment of fees	€1,500 per person	-
- advance of bail bond	€15,000 per person	-
- Payment of search and rescue expenses	€10,000 per person, maximum	-
- Medical advice and information services	Actual costs	
- Psychological support in the event of major trauma following a covered "illness or accident"	Up to two telephone calls per insured person and per insurance period	-
TRIP INTERRUPTION EXPENSES	Refund of unused terrestrial services*	-
OR	Or	
COMPENSATORY TRIP OR TRAVEL	Credit of value of initial trip* *With a maximum of €12,000 per person and €40,000 per event.	Absolute excess: 3 days before return date
ACTIVITY INTERRUPTION EXPENSES	Reimbursement of expenses for activities paid for but not used due to interruption of temporary activities, on the basis of a pro rata of time, in the event of medical incapacity to do the activity, up to a limit of €100 per person and per day	-
"PRIVATE LIFE" CIVIL LIABILITY		
- Comprehensive damages for <i>bodily</i> injury, property damage, and consequential loss	€4,500,000 per event	€150 per claim
- Property damage and consequential loss only	€300,000 per event	

The other cover indicated above is applicable throughout the trip corresponding to the invoice issued by the Travel Agency with a maximum of 120 days as of the date of departure on the trip.

TIME LIMIT FOR SUBSCRIPTION

In order to avoid the exclusions related to the period of the loss-generating event, the Cancellation cover should be taken out at the latest **2 business days** after enrolment on the trip.

2 - COVERS

2-1– "ALL EVIDENCED CAUSES" CANCELLATION

Cover takes effect	Expiry of the cover
Cancellation: the day of subscription to the present contract	Cancellation: the day of departure – place where the group is told to report (for the outward journey)

WHAT DO WE COVER?

We reimburse the down payments or all of the sums that are kept by **the travel agent**, less an **excess** indicated in the schedule of cover and that are invoiced pursuant to the specific sales conditions of the **travel agent**.

To the exclusion of visa expenses and insurance contribution when you are obliged to cancel your trip before you leave (on the outward journey).

UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?

A/ Cancellation for Medical Reasons

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

SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

Including relapse or worsening of a chronic or pre-existing **disease**, as well as any after-effects of an **accident** that occurred prior to subscription to this contract, whenever the state of health of the **Subscriber** is consolidated at the date of purchase of the insurance:

- of the insured person (you) or **any member of your family** (including common-law and Civil Union couples), as specified in the paragraph Definitions;
- of the person replacing you at work, provided that his or her name is mentioned at the time of subscription to the present contract, on the subscription form (in paper or electronic format);
- of the legal guardian;
- by a person who usually lives under your roof;
- by the person who, during your trip, is entrusted with:
 - looking after your minor children, provided that person's name is mentioned at the time of subscription to the present contract, on the subscription form (in paper or electronic format);
 - looking after a disabled person, provided that the disabled person is living under the same roof as you, that you are their legal guardian, and that the name of the person looking after them is mentioned at the time of subscription to the present contract, on the subscription form (in paper or electronic format).

Under all circumstances we provide cover only if the **illness** or the **accident** formally precludes leaving **home**, requires medical treatment, and prevents the sufferer from carrying out any work or other activity, or from undertaking activities provided by and sold by the travel agent.

It is incumbent on you to establish the reality of the situation entitling you to our services, and we therefore reserve the right to refuse your **claim**, on the advice of our doctors, if the information provided does not evidence the reality of the events.

COMPLICATIONS DUE TO PREGNANCY

- that lead to absolute interruption of any occupational or other activity and provided that you are not more than 6 months pregnant at the time of departure.

Or

- If the very nature of the trip is incompatible with pregnancy, subject to you not knowing you were pregnant at the time of enrolling on the trip.

B / "All evidenced causes" Cancellation

You also enjoy cover in all cases of cancellation, if your departure is prevented by a random event or contingency that can be evidenced.

"Random event" or "contingency" means any circumstance that is not caused intentionally by you or by a **member of your family**, that is not excluded under this contract, that is unforeseeable on the day of the subscription, and that stems from the sudden action of an external cause.

WHAT IS THE LIMIT OF COVER?

We provide cover up to the value of the cancellation expenses incurred on the date of the event that are covered under the travel organiser's general terms of same, **with a maximum and an excess as stated in the schedule of cover**.

The cover provided under this article applies to you and insured persons travelling with you:

- who are related to you (no limit on number);
- who are not related to you (limited to 9 people).

If you wish to travel alone, additional expenses are taken into account, without it being possible for our reimbursement to exceed the amount owed in the event of cancellation on the date of the event.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?" we cannot provide cover if the cancellation results from:

- any circumstance ruining only the simple pleasure of your travel;
- the mere fact that the destination of your trip or travel is advised against by the French Ministry of Foreign Affairs;
- any event for which liability might fall to the travel agent pursuant to French Law No. 2009-888 of 22 July 2009 (Code du Tourisme (Tourism Code)).
- defaulting of any kind, including financial, by the organizer of your trip, or by the carrier, preventing them from meeting their contractual obligations;
- any non-medical event occurring between the date of booking of your trip and the date this contract is taken out;
- **diseases** or **accidents** that are established for the first time, or that are the subject of relapse or worsening, or of **hospitalisation** between the date of purchase of your trip or travel and the date of subscription to the present insurance contract;
- pregnancy complications beyond the 6th month.

WHEN MUST YOU MAKE YOUR CLAIM?

Two stages

1/ As of the first manifestation of the **illness** or as of awareness of the event leading to application of the cover, you should inform your **travel agent** IMMEDIATELY.

If you cancel the trip with your **travel agent** later, we reimburse the cancellation expenses only from the date of the first manifestation of the **illness** or as from the date of the **accident** leading to the cancellation in accordance with the cancellation scale given in the travel agent's sales terms & conditions.

2/ In addition, you should declare the claimable **loss** to the ASSURINCO agent within five business days following the event leading to application of the cover, by going onto the website.

HOW TO DECLARE A LOSS

You should make your **claim** on the website the address of which is given at the end of this booklet.

You should let Assurincoco have the medical details and documents necessary to examine your **claim**, and the medical questionnaire to be filled in by your doctor, in a confidential envelope for the attention of Assurincoco's medical examiner.

If you do not have such documents or details, you should obtain them from your doctor and send them in a confidential envelope for the attention of Assurincoco's medical examiner.

You should also pass on any details or documents that might be requested of you in order to justify the reasons for your cancellation, and in particular:

- all of the photocopies of the prescriptions for medicines, tests or examinations, and any documents evidencing dispensing of such medicines or performance of such analyses or examinations, and in particular the state health insurance fund reimbursement forms bearing copies of the corresponding stickers for the prescribed medicines.
- the reimbursement statements from Social Security or from any other similar body, relating to reimbursement of the costs of treatment and to payment of daily **sickness** benefit,
- the original of the paid invoice for the amount you were bound to pay to the organiser or that the organiser is keeping;
- the number of your insurance contract;
- in the event of **accident**, you should specify the causes and circumstances and provide us with the names and addresses of those who are liable, and, where applicable, of witnesses,
- and any other necessary document.

Furthermore, it is expressly agreed that you accept in advance the principle of examination by our medical examiner. Therefore, if you oppose such examination without legitimate reason, you would lose your rights to the cover.

2-2 – MISSED DEPARTURE ON OUTWARD JOURNEY

Cover takes effect	Expiry of the cover
For missed departure on outward journey: the day this contract is taken out	For missed departure on outward journey: the day of the departure – place where the group is told to report (for the outward journey)

If an unforeseeable event that is beyond your control and that can be evidenced occurs during the journey from your **home** to the place to which you were told to report by the travel agent, and

if you cannot be there at the set time to take your means of transport, we reimburse you for the outward ticket (if your ticket is not reusable) in order to enable you to reach your destination.

This cover is applied provided that you allowed at least 2 hours for reaching the place to which you were to report.

Under no circumstances may the amount be greater than the amount that would result from you cancelling your trip.

2-3 – OUTWARD JOURNEY IMPOSSIBLE

Cover takes effect	Expiry of the cover
Outward journey impossible: on the day of the meeting place specified by the initially scheduled carrier	Outward journey impossible: the effective day of return

WHAT DO WE COVER?

The purpose of this cover is to give your compensation as indicated in the schedule of cover, in the event your trip being cancelled by the **travel agent** and/or the Airline, following a climatic or natural event of abnormal intensity, an epidemic or pollution, not known at the time of the subscription, unforeseeable, unstoppable and beyond your control and that the **travel agent** and/or Airline's control, threatening the safety of the travellers directly or otherwise, and jeopardising the normal course of the initially scheduled trip.

Before your departure (outward):

Following your travel cancellation by the **travel agency** or aircraft company :

- reimbursement on documentary evidence of the costs of returning **home** that are non-modifiable and non-reimbursable if you are on site at the time of the announcement of the cancellation of the trip, up to the amount specified in the schedule of cover.

In the event you postpone the trip with the travel agent to a new date :

- postponement expenses with compensation up to the amount specified in the schedule of cover. These postponement charges are reimbursed up to the limit of once per person and per year, by way of compensation following postponement of the first trip.

This cover applies only for trips postponed to a date no later than one year from the date of cancellation of the trip and whose postponement is accepted by you. No compensation shall be paid in the event of cancellation without postponement.

This cover is not cumulative with the other cover packages that concern the cancelled trip.

A new subscription to the insurance shall be taken out for the postponed trip.

WHAT WE EXCLUDE

- Absence of **uncertainty**;
- A nuclear incident, **civil war** or war with a foreign power, riot or **strike**.
- Defaulting of the **travel agency** or Airline
- Negligence on your part;
- Cancellation/postponement in the event of an insufficient number of participants on the trip.

WHEN MUST YOU MAKE YOUR CLAIM?

You must inform us within five working days of the event invoking the cover by specifying your contract number to us. **To do this you should declare the loss (file your claim) on the declaration website.**

HOW TO DECLARE A LOSS

On the declaration website, the address of which is given at the end of this booklet, sending us all the original documents necessary for compiling the claim file and thereby evidencing the good grounding and the value of the claim.

In the event of cancellation :

- the originals of the invoices for costs of returning **home**.

In the event of postponement:

- the slip of initial enrolment on the trip;
- the proof of cancellation or postponement;
- the signed postponement protocol.

2-4 – FLIGHT DELAY

Cover takes effect	Expiry of the cover
Flight Delay: on the scheduled day of departure – at the assembly point indicated by the organiser	Flight Delay: on the scheduled day of return (at the place from which the group disperses)

WHAT IS THE NATURE OF THE COVER?

The cover provides for reimbursement of a flat sum within the limits indicated below, if the covered flight is delayed relative to the arrival time initially scheduled.

UNDER WHAT CIRCUMSTANCES DO WE PROVIDE COVER?

TABLE OF DELAYS AND REIMBURSEMENT AMOUNTS IN THE EVENT THE OUTWARD FLIGHT BEING DELAYED

Delay of more than 4 hours	€130, maximum, per person
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IN THE EVENT THE HOMEWARD FLIGHT IS DELAYED

Delay of more than 4 hours	€130, maximum, per person
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The amounts of the compensation are cumulative if the outward flight, the homeward flight and/or a flight during your trip are delayed.

WHAT ARE THE CONDITIONS FOR THE COVER APPLYING?

FLIGHT DELAY cover applies under the following conditions:

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

HOW TO DECLARE A LOSS

You should make your **claim on the website the address of which is given at the end of this booklet**. In order for the **FLIGHT DELAY** cover to apply, you must first have the airline who provided the flight or, failing that, the airport authorities, fill in the **declaration**

of loss (paper or electronic form) that was given to you at the time of subscription.

Furthermore, you should have the aforementioned company or authorities affix their seal on said declaration.

If you cannot complete this step for any reason whatsoever, the time selected for the calculation of the compensation will be that indicated by the **travel agency** or the airline company that conducted the flight.

As soon as you return from the trip, and at the latest in the month that follows your return, **you should declare your loss (file your claim) on the declaration website.**

IMPORTANT:

If you fail to comply with the above, the reality of the **flight delay** cannot be corroborated and you will therefore not receive any compensation.

Furthermore, if you knowingly make a false declaration or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?", we cannot provide cover under the following circumstances:

- intentional or wilful fault on your part,
- the state of **civil war** or **war with a foreign power** in the country of departure, transfer or arrival of the **covered flight**.

It is incumbent on us to prove that the **flight delay** results from one of the events listed above, except for **war with a foreign power**, in which case, pursuant to the provisions of the **French Insurance Code**, it is incumbent on you to prove that the **flight delay** results from an event other than **war with a foreign power**.

3-5 – BAGGAGE

Cover takes effect	Expiry of the cover
Baggage: On the scheduled day of departure - at the assembly point indicated by the organiser	Baggage: on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

We cover, up to the amount indicated in the schedule of cover, your **baggage** and **personal belongings** and objects, carried with you or purchased during your **trip**, outside your main or secondary residence, in the event of:

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

PURCHASE OF ESSENTIALS

In the event that your personal **baggage** is not given back to you at the destination airport (outward journey) and if it is given back to you more than 24 hours late, we reimburse you, upon presentation of documentary evidence, for purchases of essentials up to the amount indicated in the schedule of cover.

However, you may not combine this compensation with the other **BAGGAGE** cover compensations.

FEES FOR REISSUING OFFICIAL DOCUMENTS

The fees for reissuing passports, identity cards, driver's licences, stolen during your journey, up to the amount indicated in the schedule of cover, provided that you have immediately filed a complaint with the nearest police authorities and made a declaration against receipt at the French Embassy or the nearest Consulate.

WHAT ARE THE LIMITATIONS ON OUR COVER?

For **valuable objects**, pearls, jewellery, watches and furs being worn, and for any instrument for reproducing sound and/or image and accessories of such instruments, hunting rifles, and laptop computers, the reimbursement value cannot, under any circumstances, exceed 50% of the amount indicated in the schedule of cover.

In addition, the objects listed above are covered only for theft established and duly declared as such to a competent authority (police, gendarmerie, transport firm, purser, etc.).

- Theft of jewellery is covered **ONLY** when the jewellery is placed in a safe or while it is being worn by you.
- The theft of any instrument for reproducing sound and/or image and accessories of such instruments is covered **ONLY** where there has been a break-in.

If you are using a private motor car, the theft risks are covered provided that the **baggage** and **personal belongings** are contained in the boot (trunk) of the locked vehicle and are out of sight. **ONLY BURGLARY IS COVERED.**

If the vehicle is parked on a public street or road, the cover applies only from 7 a.m. to 10 p.m.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?" we cannot provide cover under the following circumstances:

- theft of **baggage**, personal effects and belongings left unsupervised in a public place or stored on premises made available for shared use by various people;
- theft of any instrument for reproducing sound and/or image and accessories of such instruments when they are not placed in a locked safe, and while they are not being carried, which implies de facto that such instruments are not covered while they are entrusted to any **transport firm** whatsoever (air, sea, rail, road, etc.);
- forgetting, loss (except by a **transport firm**), exchange;
- theft without breaking and entering being duly established and reported by an authority (police, **transport firm**, purser, etc.);

- accidental damage due to leaks of liquids, greasy substances, dyes or corrosives contained in your baggage;
- confiscation of property by the Authorities (customs, police);
- damage, injury or loss caused by mites and/or rodents, and by cigarette burns or by a non-incandescent heat source;
- theft from a convertible, an estate car, or another vehicle that does not have a boot (trunk);
- sales representatives' collections and samples;
- theft, loss, forgetting, or deterioration of cash, documents, books, tickets and credit cards;
- theft, loss, forgetting, or deterioration of **identity documents**: passport, identity card or residence card, vehicle registration document and driver's licence;
- theft of jewellery when it is not placed in a locked safe while it is not being worn, which implies de facto that such jewellery is not covered while it is entrusted to any **transport firm** whatsoever (air, sea, rail, road, etc.);
- breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, or marble;
- indirect loss such as depreciation and deprivation of use or enjoyment;
- the objects designated below: any prosthesis or aid of any kind, trailers, securities, paintings, spectacles, contact lenses, keys of all kinds, documents recorded on tapes or films, as well as professional equipment, laptop computers or other mobile computing hardware, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, spirits, works of art, beauty products and photographic films.

HOW MUCH COMPENSATION DO WE PAY?

The amount stated in the schedule of cover is the maximum amount paid out for any claimable **losses** occurring during the period of cover.

An excess per claim file is indicated in the Schedule of cover.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or in the event of loss during carriage by a **transport firm**, you receive compensation on documentary evidence and on the basis of the value of replacement with equivalent objects of the same type, minus depreciation.

During the first year as from the date of purchase, the amount reimbursed is equal to the purchase value of the baggage or of the valuable item. During the following year, the reimbursement amount shall be calculated for up to 75% of the purchase price. The following years, the value is reduced by an additional 10% every year.

In case of theft, you receive compensation on documentary evidence and on the basis of the new value for replacement with equivalent objects that are of the same type.

If you have no documentary evidence to present, you will receive the flat-rate sum of €500 per person. Under no circumstances is the proportional rule for capital applied, this rule being provided for in Article L.121-5 of the French **Insurance Code**.

*Our reimbursement is made minus any reimbursement obtained from the **transport firm** and minus the excess.*

HOW TO DECLARE A LOSS

You should declare the loss on the website.

Your declaration of **loss (claim)** should reach the claims manager within 5 business days except in the event of *force majeure* or of an act of God; if this time limit is not complied with, and, as a result, we suffer harm, you lose any right to compensation.

Your declaration of **loss** should be accompanied by the following items:

- The receipt for the complaint for theft or for the declaration of theft made to a competent authority (police, gendarmerie, **transport firm**, purser, etc.) when the claimable loss results from a theft during the trip or from loss by a **transport firm**;
- The documents showing loss or destruction established with the carrier (sea, air, rail, road) when your **baggage** or objects has/have been mislaid, damaged or stolen during the period when they were legally in the custody of the carrier.

If these documents are not produced, you run the risk of forfeiting your rights to compensation.

The insured sums may not be considered as proof of the value of the property you are claiming compensation for, or as proof that the property exists.

You must evidence, by any means in your power and by any document in your possession, the existence and the values of such property at the time of the **claimable loss**, and the scale of the damage.

If, knowingly, you use documents that are inaccurate as evidence or use fraudulent means, or make inaccurate or reticent declarations, you will forfeit any right to compensation, without prejudice to the proceedings that we would then be entitled to take against you.

WHAT HAPPENS IF YOU RECOVER SOME OR ALL OF THE BAGGAGE, PERSONAL EFFECTS OR BELONGINGS?

You should inform the Assurinco **claims manager** immediately as soon as you are informed:

- if we have not yet paid your compensation, you must retake possession of the said **baggage**, personal effects or belongings; we are then bound to pay only for any damage or missing items;
- if we have already paid the compensation to you, you may opt, within a time limit of 15 days:
 - either for the abandonment of the said **baggage**, personal effect or personal belongings in our favour;
 - or for recovery of the said **baggage**, objects or personal effects subject to paying back the compensation you have received minus any portion of that compensation that corresponds to damage or missing items.

If you have not made your choice within a time limit of 15 days, we shall consider that you have opted for abandonment.

2-6 – REPATRIATION ASSISTANCE

Cover takes effect	Expiry of the cover
Repatriation Assistance: on the scheduled day of departure – at the assembly point indicated by the organiser	Repatriation Assistance: on the scheduled day of return – (at the place from which the group disperses)

If you find yourself in one of the situations mentioned below, we implement the services described, through MUTUAIDE ASSISTANCE 8 – 14 Avenue des Frères Lumière – 94368 BRY SUR MARNE CEDEX, pursuant to the General and Specific Provisions of the present contract, simply upon receiving a telephone call (reverse charge call (collect call) accepted from abroad), an email, a fax, a telex or a telegram.

In any event, the decision to provide assistance and the choice of the appropriate means belongs exclusively to MUTUAIDE ASSISTANCE's doctor (medical examiner), after that doctor has contacted the local doctor, and, possibly, the family of the **beneficiary**. Only the medical interest of the **beneficiary** and compliance with the applicable health regulations are taken into consideration when taking the transport decision, choosing the means for such transport, and choosing the place of any **hospitalisation**.

Under no circumstances may the **assistance provider** act in place of the local emergency services.

WHAT DO WE COVER?

REPATRIATION OR MEDICAL TRANSPORT

If you fall ill or are injured and your state of health requires you to be transferred, **we organise and bear the cost** of repatriating you, and, where applicable, your bicycle, to your **home** or to the hospital closest to your **home** that is best suited to your state of health. Depending on the seriousness of the case, the repatriation or the transport takes place under medical supervision, if necessary, by the most appropriate of the following means:

- special medical aircraft,
- regular airliner, train, sleeper train, boat, ambulance.

ACCOMPANIMENT DURING REPATRIATION OR MEDICAL TRANSPORT

If you are transported under the above conditions, **we organise and cover the additional costs** of transporting **members of your family** who are **subscribers** or a person who is **subscribers** under the present contract and who is/are accompanying you, if the tickets purchased for their return cannot be used due to their repatriation.

PRESENCE IN THE EVENT OF HOSPITALISATION

If you are hospitalised and your state of health prevents you from being repatriated before 7 days have elapsed, **we organise and bear the costs** of transporting a **member of your family** or a designated person who was not travelling with you and has stayed in order to visit you. We also **bear the costs** of hotel accommodation for that person up to the amount stated in the schedule of cover.

EXTENDED HOTEL STAY

If your state of health does not justify **hospitalisation** or medical transport, and if you cannot make the homeward journey on the initially scheduled date, **we bear** your additional hotel stay costs and those of the **members of your family** who are **subscribers** or of a person who is **subscriber** under this contract and who is/are accompanying you, up to the amount indicated in the schedule of cover.

As soon as your state of health permits, **we organise** and cover the additional costs of transporting you and, where applicable, the **members** of your family who are insured or an insured person who has/have remained with you, if the tickets purchased for their return cannot be used due to that event.

Moreover, if, the loss or theft, during your trip, of your identity papers indispensable for your return to your country of origin, does not permit you to continue your trip, we cover the additional costs of your hotel accommodation and of that of the **members** of your family or of a person who is/are insured by virtue of the present contract, and who is/are accompanying you, up to the amount indicated in the schedule of cover.

HOTEL EXPENSES

We reimburse their hotel expenses of a person accompanying you, up to the limit of the amount indicated in the table of the schedule of cover, under the following circumstances:

- You are hospitalised in a city other than the city indicated on your enrolment form.
- You die and one of the people accompanying you wishes to stay with your remains for the time it takes to complete the administrative formalities.

ADDITIONAL REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION EXPENSES ABROAD

After reimbursement by Social Security or by any other welfare or health insurance body, we reimburse the expenses that remain to be borne by you up to the amount stated in the schedule of cover.

In the event that Social Security does not reimburse any part of those expenses, we cover you from the first euro up to the amount stated in the schedule of cover.

We also, under the same conditions, bear the costs of minor dental treatment up to the amount stated in the schedule of cover.

An **excess** indicated in the schedule of cover is deducted per event and per **subscriber** (except for dental treatment).

COVER FOR THE COSTS OF TELEPHONING THE ASSISTANCE CALL CENTRE

In the event of **hospitalisation**, **we bear** the costs of your telephone calls to the assistance call centre, on production of your invoice and up to the limits indicated in the schedule of cover.

TRANSPORTATION OF REMAINS IN THE EVENT OF DEATH

We organise and **cover** the cost of transporting the remains from the place at which they are placed in the coffin, in Metropolitan **France** or abroad, to the place of burial.

We also bear the costs of the ancillary expenses required by the transport process (including the cost of the coffin), up to the amount stated in the schedule of cover.

The costs for the ceremony, ancillaries, burial, or cremation remain incumbent on the families.

We organize and **bear** the additional costs of transporting **members of your family** who are **subscribers** or a person who is **subscriber** under the present contract and who is/are accompanying you, if the tickets purchased for their return cannot be used due to this repatriation.

Whenever the deceased **Subscriber** was travelling alone or with one other person, and for the purposes of identifying the body or of accomplishing administrative formalities, we can cover the cost of the round-trip ticket for a **member of the family** or a close friend, and their hotel expenses, up to the limits indicated in the schedule of cover.

RETURN OF CHILDREN LESS THAN 18 YEARS

If you are sick or injured and if nobody can take care of your children who are aged under 18, **we organise** and **bear** the costs of the Outward and Homeward journeys for a person of your choice or for one of our hostesses to take them back to your **home** or to the **home** of a **member of your family**.

EARLY RETURN

Should you have to interrupt your trip early under any of the circumstances listed below, **we bear** the additional costs of transporting you and, where applicable, your bicycle, and the **members of your family** who are insured or a person who is insured under the present contract and who is/are accompanying you, if the tickets purchased for your and their return cannot be used due to this event.

We provide cover under the following circumstances:

- serious **illness**, serious **accident** leading to hospitalisation or death of a **member of your family**, of the person replacing you at work, of the person looking after your children who are minors or a disabled person living under your roof, of the legal guardian, or of a person usually living under your roof;
- serious **property damage** making it absolutely necessary for you to be present and affecting your **home** or your business premises following a burglary, a fire, or water damage.

DISPATCHING MEDICINES ABROAD

We take all steps to look for and to send out medicines essential to continuing a medical treatment in progress that has been prescribed by a doctor, in the event that you no longer have those medicines with you, following an unforeseeable event, and that it is impossible for you to procure them locally or to obtain equivalents thereof.

You bear the cost of such medicines under all circumstances.

PASSING ON MESSAGES

We forward any messages intended for you when you cannot be reached directly, e.g. in the event of hospitalisation.

Similarly, on being called by a **member of your family**, we can pass on to them any message that you might have left for them.

ADVANCE OF FUNDS ABROAD

Following theft or loss of your means of payment (credit card, chequebook, etc.) or of your initial transport ticket, we grant you an advance of funds, up to the amount indicated in the schedule of cover, in exchange for prior payment by a **third party** of an equivalent sum to our headquarters or to one of our correspondents abroad.

NEED FOR LEGAL AID ABROAD

a) Payment of fees

Up to the amount stated in the schedule of cover, **we bear** the cost of the fees of legal representatives whose services you use, if proceedings are being taken against you for unintentionally breaching the legislation of the foreign country in which you find yourself.

b) Advance of bail bond

If, in the event of unintentional breaches to the legislation of the country in which you find yourself, you are required by the authorities to pay bail, we advance such bail up to the amount stated amount indicated in the schedule of cover.

That advance must be repaid within one month of the request for repayment we send you. If the bail bond is repaid within that time limit by the authorities of the country, we must immediately be reimbursed.

PAYMENT OF SEARCH OR RESCUE EXPENSES

We bear, up to the amount amount stated in the schedule of cover, the costs of sea or remote location search and rescue following an event endangering your life.

Only the expenses invoiced by a company duly approved for such activities may be reimbursed.

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

ADVANCE OF MEDICAL EXPENSES

If you are out of your country of residence, and it is impossible for you to pay your **medical expenses** consequent upon **hospitalisation** due to an **illness** or to an **accident** occurring during the period of cover, we provide cover at your simple request to advance the amount of such expenses up to the limits of our commitments. You will be asked to sign a letter of undertaking at the place you are staying. This cover ceases as on the day on which we are able to repatriate you, or the day on which you are repatriated to your country of origin. You undertake to pay the sums advanced back to us as soon as possible, and within a maximum time limit of 30 days, and as soon as you or your family receives the reimbursement from Social Security or from any other welfare body.

REPLACEMENT DRIVER FOR TRIPS WITHIN FRANCE

If your state of health prevents you from driving your vehicle, and if none of the passengers can replace you, we make a driver available to you for driving your vehicle **home**, by the most direct route.

We bear the cost either of the travel expenses and pay of the driver, or of a first-class train ticket or economy-class plane ticket.

The costs of fuel and tolls, and the hotel and eating expenses of any passengers remain to be borne by them. This cover is granted to you provided that your vehicle is fully roadworthy, in compliance with the standards of the national and international highway codes, and complies with the standards of mandatory roadworthiness testing. Otherwise, we reserve the right not to send out a driver, and instead we bear the cost of a 1st class train ticket or of an economy class plane ticket to go and retrieve the vehicle. This service is available in metropolitan **France** and Corsica only.

The driver will act in compliance with the applicable regulations of his or her profession.

PSYCHOLOGICAL SUPPORT

We provide you with our listening and assistance support helpline up to the limits appearing in the schedule of cover and of the excesses, in the event of major **trauma** following a covered "**illness** or **accident**".

WHAT ARE THE EXCLUSIONS SPECIFIC TO PERSONAL ASSISTANCE?

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?" We do not cover:

- convalescence and **illness** or **accidents** that are being treated and that are not consolidated at the date of the start of the trip;
- pre-existing **illnesses** diagnosed and/or treated and that have required **hospitalisation** within the four months prior to the request for assistance;

- trips taken for diagnosis and/or treatment purposes;
- pregnancies except when unforeseeable complications occur, and in any event pregnancies as from the 32nd week of pregnancy;
- conditions resulting from consuming alcohol, using drugs, narcotics and similar products not medically prescribed;
- the consequences of attempted suicide;
- For the cover for medical, surgical, pharmaceutical, and **hospitalisation** expenses abroad:
 - costs further to an **accident** or medically corroborated **illness** before the cover takes effect, unless an established and unforeseeable complication occurs,
 - the costs of treating a medically corroborated pathological, physiological, or physical condition before the cover takes effect, unless an established and unforeseeable complication occurs,
 - the costs of internal prostheses or aids, be they optical, dental, auditory, functional, aesthetic or of other types, the costs incurred in Metropolitan **France** and in French possessions, regardless of whether or not they result from an **accident** or **illness** occurring in **France** or abroad,
 - spa and rest **home** expenses, and physiotherapy expenses,
 - expenses incurred without our prior approval,;
 - the consequences of intentionally breaching the regulations of the countries visited, or of engaging in activities prohibited by the authorities of those countries.

HOW TO DECLARE A LOSS

For any request for assistance, you should contact Mutuaide Assistance, 24 hours a day and seven days a week:

By téléphone

From France: 01 41 77 45 76

From abroad: +33 (0)1 41 77 45 76

Preceded by the local international dialling code

By Fax

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

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

Preceded by the local international dialling code

By email : medical@mutuaide.fr

and obtain prior approval from MUTUAIDE ASSISTANCE prior to incurring any expense, including **medical expenses**

For any request for reimbursement, you should:

Send your application for reimbursement. You should send the documentary evidence in support of your application to MUTUAIDE ASSISTANCE - Gestion des sinistres "assistance" (Assistance claim management) 8-14 avenue des Frères Lumières - 94368 Bry-Sur-Marne CEDEX.

When Mutuaide Assistance has organised your transport or your repatriation, you should hand over to Mutuaide Assistance the initial tickets, since those tickets then become our property.

2-7 – TRIP INTERRUPTION AND ACTIVITY INTERRUPTION EXPENSES

Cover takes effect	Expiry of the cover
Trip interruption and activity interruption expenses: on the scheduled day of departure – at the assembly point indicated by the organizer	Trip interruption and activity interruption expenses: on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

Following your medical repatriation organised by *Mutuaide Assistance* or by any other assistance company and/or following your **hospitalisation** in situ, we shall **refund** you and the **members of your family** or a person who is/are **insured** under the present contract and is/are indicated in the same file, and who is/are accompanying you, for the trip expenses already paid and not used, as from the night after the event leading to the medical repatriation or to the **hospitalisation** in situ.

Any service partially used will be reimbursed on a pro rata basis.

The **travel agent** should supply the details of the services not used per day of trip not used. In the event that it is impossible to itemise the services not used, our reimbursement will be calculated on the basis of a pro rata of time as from the night following the event leading to the medical repatriation or to the **hospitalisation** in situ.

Likewise, if a member of your family who is not undertaking the journey suffers from a serious **illness** or **injury** or dies, and on this account you have to cut short your stay and we repatriate you, we reimburse you and the **members of your family** who are **insured** persons or any persons insured by the same policy who are accompanying you, the unused trip (stay) expenses (not including transport) from the date of the overnight stay following the date of early return on a pro rata basis.

We also provide cover in the event of theft or burglary, serious damage due to fire, explosion, water damage, or caused by forces of nature to your business or private premises, whenever it is absolutely necessary for you to be present to take necessary protective measures. We reimburse you and the **insured members of your family** or an **insured person** who is accompanying you, the trip expenses already paid and not used (not including transport) on a pro rata basis, from the night after the date of the early return.

Finally, in the event of **hospitalisation** during your stay that prevents you from continuing your trip, we reimburse you and to the **members of your family** who are **insured persons** or any **person insured** by virtue of this contract, the unused trip (stay) expenses (not including transport) on a pro rata basis, from the date of the overnight stay following the event leading to the medical repatriation or local **hospitalisation**.

ACTIVITY INTERRUPTION

When you, or an **insured member of your family** accompanying you, or a person accompanying you and insured under this contract and indicated in the same file is ill and when you can no longer benefit from a temporary service for a medical reason not requiring you to be repatriated or **hospitalised** but because your state of health is declared by a doctor to be incompatible with the service, we provide cover up to the limit of the amount set in the schedule of cover, insofar as the service concerned has been invoiced by the organiser of the trip.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?", we cannot provide cover under the following circumstances:

- cosmetic treatment, cure, voluntary termination of pregnancy, in vitro fertilization and its consequences;
- a depressive, mental, or psychological *illness* without hospitalisation of for than three days;
- epidemics.

HOW TO DECLARE A LOSS

You should declare the loss on the declaration website.

Under all circumstances, the originals of the itemised invoices of the travel agent showing the land services and the transport services will be systematically requested of you.

Medical details might be requested by our medical examiner in order to examine the **claim** file.

If the medical details necessary for the **claim** to be examined are not disclosed to our medical examiner, the **claim** cannot be processed and settled.

2-8 – COMPENSATORY TRIP OR TRAVEL

(May not be combed with trip interruption and activity interruption expenses - Art 2-7)

Cover takes effect	Expiry of the cover
Compensatory trip or travel: on the scheduled day of departure – at the assembly point indicated by the organiser	Compensatory trip or travel: on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

We cover the same events as under Article 2-7, TRIP INTERRUPTION AND ACTIVITY INTERRUPTION EXPENSES You get a new trip with a value equal to the flat-rate or initial travel ticket within the limits of the schedule of cover.

This amount is paid in the form of a credit note for use with the **travel agent**.

This cover may not be combined with the compensation for trip interruption expenses.

This amount must be used within the FIFTEEN MONTHS following the event that caused your repatriation, and is valid only with the travel agent from whom you purchased your original trip or travel package.

2-9 – "PRIVATE LIFE" CIVIL LIABILITY

Cover takes effect	Cover expires
Civil liability: on the scheduled day of departure – at the assembly point indicated by the organiser	Civil liability: on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

We cover the financial consequences of the civil liability that you might incur due firstly to bodily injury and/or **property damage**, and secondly to consequential losses that are the consequence of such property damage or bodily injury, caused accidentally to any person other than a Subscriber or than a **member of your family**, through actions or those of people, property or animals in your custody, up to the amount minus any excess indicated in the schedule of cover.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?" Our cover does not apply to:

- damage, injury, or loss that you caused wilfully;
- damage, injury, or loss resulting from the use of motor vehicles, or of sail and motor boats, and of aircraft, and of weapons;
- damage, injury, or loss resulting from any occupational activity;
- the consequences of any **property damage** and/or **bodily injury** affecting you personally and the members of your family or any other person having the capacity of **Subscriber** hereto;
- consequential losses except when they are directly consequent upon covered accidental property damage and/or bodily injury;
- damage, injury or loss resulting from practising air sports or hunting/shooting;
- damage, injury or loss caused by buildings or by parts of buildings of which the Subscriber is owner, tenant, or occupant;
- damage, injury, and loss consequent upon fire, water damage, and explosions.

WHAT ARE THE LIMITATIONS ON OUR COVER?

SETTLEMENT - ACKNOWLEDGEMENT OF LIABILITY

You must not acknowledge liability or accept any settlement without our prior written approval. However, mere acknowledgement of the existence of certain events is not considered as being an acknowledgement of liability, no more than is the mere fact of having procured urgent aid for a victim, when such an act is an act of assistance that any person is morally bound to accomplish. You should inform us within 5 business days, except in cases of *force majeure* or act of God, of any event that might entail you incurring civil liability.

If that time limit is not complied with and as a result we suffer harm, you run the risk of forfeiting your cover.

PROCEDURE

In the event that legal action is taken against you, we handle your defence and the trial for the facts/offences and damage, injury or loss lying within the ambit of the cover of the present contract. However, you may join our proceedings if you can justify that it is in your own interests and this is not covered by this policy.

The mere fact that we can handle your defence by way of a protective measure may not

be interpreted *per se* as being an acknowledgement that the cover is applicable, and in no way implies that we agree to bear the cost of the harmful consequences of events that are not expressly covered by this contract.

Even if you default on your post-**loss** obligations, we are bound to pay compensation to the people with respect to whom you are liable. Nevertheless, in such a case, we reserve the right to take action against you for obtaining reimbursement for any sums that we might have paid or set aside in your stead.

RECOURSE

As regards channels for recourse:

- before civil, commercial, or administrative jurisdictions, we are free to exercise recourse within the ambit of the cover of the present contract;
- before criminal jurisdictions, recourse may be exercised only with your consent;
- if the dispute before a criminal jurisdiction no longer concerns anything other than civil interests, the refusal to give your consent for using the recourse channel being envisaged entitles us to **claim** from you compensation equal to the resulting harm for us.

LAWSUIT COSTS

We bear the lawsuit costs, discharge costs and other settlement costs. However, if you are ordered to pay an amount greater than the amount of the cover, each of us shall bear those costs in proportion to our respective part in the conviction.

You should declare the loss on the declaration website.

3 - COMMON PROVISIONS TO ALL COVER PACKAGES

3-1 – EXCLUSIONS

WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?

We cannot provide cover when your applications for cover or services are consequential to damage, injury, or loss resulting from:

- Epidemics, natural disasters, and pollution. however, with the exception of a case of *force majeure*, the **Insurer** covers assistance and repatriation in the event of epidemics or pandemics provided the **Subscriber** does not deliberately violate the prohibition of access to the concerned country or countries; Medical costs will be covered until the repatriation of the **Insured** parties back **home** to the extent of the amounts indicated in the contract.

THIS EXCLUSION SHALL NOT APPLY TO THE "DEPARTURE IMPOSSIBLE" COVER

- civil or foreign war, riots, civil unrest or strikes;
- intentional participation of an insured person in riots or strikes;
- disintegration of atomic nuclei or any irradiation coming from ionising radiation;
- alcohol abuse, drunkenness, and use of drugs, narcotics, or medicines that are not medically prescribed;
- any wilful act that may entail application of the contract and any consequences of criminal proceedings brought against you;
- duels, bets, crimes, and brawls (except in cases of legitimate defence);
- the practice of the following sports: bobsleigh, skeleton, competitive sledging, air sports except for parascending, as well as those resulting from taking part in or training for official matches or competitions organised by a sports federation/association, and professional mountaineering;

- absence of uncertainty;
- suicide and the consequences of attempted suicide;
- insured goods and/or activities when the **insurer** is prohibited from providing an insurance contract or service due to a sanction, restriction or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law;
- insured goods and/or activities when they are subject to any sanction, restriction, partial or total embargo or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law. It is understood that this provision applies only when the insurance contract, the insured property and/or the insured activities are covered by decisions implementing restrictive sanctions, total or partial embargoes or bans.

3-2 – LAW

This is a group damage insurance policy taken out by “Allibert Trekking” with Allianz IARD for which enrolment is optional.

The words “all causes” relate exclusively to the Cancellation cover.

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French **Insurance Code** (Code des Assurance Français). These rights and obligations are set forth in the following pages.

Appendix to article A. 112-1

Information document on exercising the right of cancellation provided for in Article L. 112-10 of the French Insurance Code

Please ensure that you do not already have insurance cover for any of the risks covered by the new contract. If such is the case you are entitled to cancel this contract within fourteen calendar days of it being signed. No charge or penalty is payable if all the following conditions have been met:

- you took out this contract for non-occupational reasons;
- this contract is supplementary to the purchase of a product or of a service sold by a supplier;
- you produce evidence that you are already covered for one of the risks covered by this new contract;
- the contract you wish to cancel has not been fully performed;
- you have not made any claim covered by this contract.

In this situation, you can exercise your right to cancel this contract by letter or any other durable medium sent to the insurer of the new contract, together with a document proving that you already have cover for one of the risks covered by the new contract. The insurer must reimburse you the premium paid within thirty days of cancellation.

If you wish to cancel your contract but do not meet all the above conditions, please check the cancellation procedure stipulated in your contract.

Additional information:

The cancellation letter (a template of which is provided below) used to exercise this right must be sent by letter, or any other durable medium, to Assurinco – 122bis, quai de Tounis – 31000 Toulouse FRANCE:

“I the undersigned Mr/Ms..... residing at (address) hereby cancel my contract no. taken out with Allianz IARD pursuant to Article L 112-10 of the French Insurance Code. I hereby certify that on the date this letter is sent, to the best of my knowledge, no loss has occurred that will bring the policy cover into application. ”

Consequences of cancellation:

Exercising your right to cancel within the period given in the above box will result in the contract being cancelled as of the date the letter or any other durable medium is received. Once you become aware of a loss covered by the contract, you can no longer exercise this right to cancel. In the event of cancellation, you will only be liable for payment of the part of the premium or contribution for the period during which the risk was covered; this period continues until the date of cancellation.

However, the entire premium or contribution will be payable to the insurer if you exercise your cancellation right when circumstances entailing a claim under the contract, and of which you were unaware, occur during the cancellation period.

WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?

The cover and/or services and benefits taken out under this contract apply throughout the entire world.

WHAT IS THE TERM OF THE COVER?

The term of validity of the covers corresponds to the duration of the services sold by the organizer of the trip/travel.

Under no circumstances may the term of the cover exceed 120 days as from the day of departure on the trip.

"Cancellation" cover takes effect on the day this contract is taken out and expires on the trip's day of departure (outward journey).

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved.

Each of us chooses a claims adjuster. If the appraisers do not agree with each other, they call upon the services of a third appraiser, and all three of them operate jointly and by majority vote.

Should one of us fail to appoint an appraiser or should the two appraisers not agree on the choice of a third appraiser, the appointment is made by the Presiding Judge of the Regional Court (Tribunal de Grande Instance in France), ruling in summary proceedings. Each of the co-contracting parties bears the cost of the fees of its appraiser, and, where applicable, half the fees of the third appraiser.

HOW LONG WILL IT TAKE TO RECEIVE COMPENSATION?

The payment will be made within a time limit of fifteen days as of the agreement that is made between us, or as of the notification of the enforceable court decision.

DECLARATION OF YOUR OTHER INSURANCE POLICIES

If the risks covered by this policy are or will be covered in full or in part by another Insurer, you must immediately inform us thereof and of the sums thus insured.

In the event of a claimable loss, you may be indemnified for the damage by the Insurer of your choosing, as these Insurance policies operate within their limits of cover.

N.B. If several insurance policies for the same risk are taken out fraudulently or improperly, the policies may be declared invalid and damages and interest may be claimed (Article L 121-3 of the French Insurance Code, 1st paragraph).

If your insurance contract is taken out online, you as a consumer are entitled to use the Online Dispute Resolution (ODR) Platform of the European Commission at <http://ec.europa.eu/consumers/odr/>

WHAT PENALTIES APPLY IF YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS?

Any fraud, omission, or intentional false declaration you make about the circumstances or the consequences of a claimable **loss** shall result in the forfeiture of any right to benefit or compensation for that claimable **loss**.

WHAT IS THE PROCEDURE FOR EXAMINATION OF COMPLAINTS?

If you have any difficulties, first consult your usual Assurinfo contact person: 122 bis quai de Tounis - 31000 Toulouse, France.

If you are not satisfied with the answer you are given, you should e-mail clients@allianz.fr or write to Allianz Relation Clients - Case Courrier S1803 - 1 cours Michelet - CS 30051 - 92076 Paris La Défense Cedex.

What should you do if you are still not satisfied with the response you have received once you have exhausted all the internal channels listed above? You can appeal to the Insurance Mediator whose contact details are as follows: www.mediation-assurance.org or LMA TSA 50110 - 75441 Paris Cedex 09.

Taking this action will not prejudice any other legal avenues you may wish to explore.

If you take out the insurance contract online, you as a consumer are entitled to use the Online Dispute Resolution (ODR) Platform of the European Commission at: <http://ec.europa.eu/consumers/odr/>.

AUTHORITY IN CHARGE OF OVERSEEING THE INSURANCE COMPANY

L'Autorité de contrôle prudentiel et de résolution (ACPR)

[the Prudential Oversight and Resolution Authority]

4 Place de Budapest - CS 92459

75436 Paris Cedex 09

THE PROTECTION OF PERSONAL DATA

We gather your personal data and use it to manage your requests and for our business relationship. It is chiefly intended for your broker and for the companies of the Allianz Group. But also for the various organisations and partners directly involved in your contract.

These recipients are sometimes located outside the European Union. In this case, we put in place specific guarantees and safeguards to ensure complete protection for your data.

Your personal data helps us to get to know you better and to propose the kind of solutions and services that you need. We store this data for the lifetime of your contract. Once the contract has ended, it is stored for the applicable retention period.

Naturally, you are free to access this data, to modify and rectify it, to request its portability or erasure, and to oppose its use as well as to contact the personal data controller for information or opposition purposes (pursuant to the French Data Protection Act of 6 January 1978). To do so, please send a written request to your broker, whose contact details appear in this document.

You can also contact the CNIL (French data protection authority).

For further information, please consult your contractual documents and particularly the general provisions section, the information sheets and Allianz's websites.

Protecting both our clients and ourselves is a central aspect of the Allianz risk management policy and our efforts to fight fraud. With this in mind, we reserve the right to check this information and if necessary to contact the relevant authorities.

SUBROGATION

Pursuant to the provisions of Article L121-12 of the **French Insurance Code**, the **Insurer** is subrogated, up to the compensation paid by it, to the rights and actions of the **Subscriber** with respect to third parties liable for the **loss**.

If the subrogation can no longer be operative in favour of the Insurer through the fault of the **Subscriber**, the **Insurer** shall be discharged from its obligations with regard to the **Subscriber** insofar as the subrogation could have been exercised.

CONSUMERS' RIGHT TO OBJECT TO TELEPHONE MARKETING

If you do not wish to be contacted for the purposes of telephone marketing, you can have yourself added to a telephone marketing opt-out list, free of charge.

Telephone marketing of new offers will, however, remain authorised to all the professionals with whom you have at least one current policy.

These provisions apply to any consumer, i.e. any natural person acting for purposes unrelated to their commercial, industrial, craft or self-employed activities.

LIMITATION PERIOD APPLYING TO ACTIONS DERIVING FROM THE INSURANCE CONTRACT

The provisions governing the period of limitation for bringing action deriving from the insurance contract are laid down by Articles L 114-1 to L 114-3 of the French **Insurance Code** (Code des assurances), as quoted below below:

Article L 114-1 of the French **Insurance Code**:

Any action deriving from an insurance contract is barred by limitation two years after the event giving rise to the **claim**.

However, this period of limitation applies:

1° In the event of reticence, omission, false or inaccurate declaration for the risk incurred and it only begins on the day the **insurers** become aware of it.

2° In the event of a loss, it only begins on the day the parties concerned became aware of it, if they can prove that they were unaware of it until then.

When the action by the **Subscriber** against the **Insurer** is caused by recourse by a **third party**, the period of limitation only starts on the date on which the **third party** takes legal action against the **Subscriber** or has received compensation from the **Subscriber**. The period of limitation is increased to 10 years in life assurance contracts when the **beneficiary** is a person other than the **Policyholder**, and, in insurance contracts for personal **accidents**, when the beneficiaries are also legal beneficiaries of the deceased **Insured Person**.

For life assurance contracts, and notwithstanding the provisions of point 2 above, the **beneficiary's** right to bring action lapses at the latest 30 years after the death of the Insured Person.

Article L 114-2 of the French **Insurance Code**:

The period of limitation may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of loss adjusters further to a **claim**. The period of limitation may also be interrupted by the **Insurer** sending the **subscriber** a registered letter with acknowledgement of receipt demanding payment of the premium, or by the **subscriber** sending one to the **Insurer** demanding payment of compensation.

Article L. 114-3 of Insurance Code:

Notwithstanding Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by common consent, either change the length of the period of limitation or add causes for suspension or interruption thereof.

Additional information:

The ordinary causes for interruption of the period of limitation referred to in Article L 114-2 of the French **Insurance Code** are stated in Articles 2240 to 2246 of the French Civil Code, which are quoted below.

Article 2240 of the French Civil Code:

Recognition by the obligee of the right of the person against whom the obligee could **claim** inaction within the time limit interrupts the period of limitation.

Article 2241 of the French Civil Code:

Instigating legal proceedings, even summary proceedings, interrupts the period of limitation as well as the extinctive time limit.

The same applies when the matter is brought before an incompetent jurisdiction, or when referral to the said court is nullified due to procedural irregularity.

Article 2242 of the French Civil Code:

Interruption resulting from instigating legal proceedings is effective until the proceedings end.

Article 2243 of the French Civil Code:

The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed finally.

Article 2244 of the French Civil Code:

The period of limitation or the debarment period is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures, or by an enforcement being ordered.

Article 2245 of the French Civil Code:

One of the jointly and severally liable obligors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligor of the right of the person against whom the obligor could **claim** inaction interrupts the period of limitation against all the others, even against their heirs.

Conversely, one of the heirs of a jointly and severally liable obligors being summoned or notified, or that heir recognising such a right does not interrupt the period of limitation with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the period of limitation with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt to interrupt the time limit for the entire for action obligation with regard to the other co-obligors, the summons or notification needs to be made to all the heirs of the deceased obligors, or all the heirs need to recognise this right.

Article 2246 of the French Civil Code:

Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor.

To find out about any updating of the aforementioned provisions, please consult the official website www.legifrance.gouv.fr.

COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

The pre-contractual and contractual relations are governed by French law and primarily by the French **Insurance Code**.

Any legal proceedings relative to this policy come under the sole jurisdiction of the French courts.

However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes you and us.

SANCTIONS IN THE EVENT OF FALSE STATEMENT

Any deliberate false statement, omission or inaccurate statement of the risk or new circumstances resulting in either increasing the risks or creating new ones will incur the following penalties provided for by the French Insurance Code.

Nullity of your contract in the event of an intentional false statement (article 113-8 of the French Insurance Code). In which case, we retain the premiums you have already paid.

Furthermore, by way of compensation, we are entitled to demand payment of all the insurance premiums due until the main term of the contract. You must also reimburse any indemnities paid out for claims made under your policy.

If it is not deliberate (article 113-9 of the French Insurance Code), you incur:

- **an increase in your premium or the termination of your policy if it is detected before any loss event;**
- **a reduction in your indemnities, if it is detected after a loss event. The reduction equals the difference between the premium actually paid and the premium that would have been paid had the statement reflected reality.**

LANGUAGE USED

The French language shall be used in all pre-contractual and contractual relations.

ANTI-MONEY LAUNDERING

The controls that we are legally required to conduct in respect of money laundering and the funding of terrorism, particularly with regard to cross-border capital transfers, may require us to ask you at any time for explanations or supporting documents, even in connection with the purchase of the insured goods. Pursuant to the French Data Protection Law of 6 January 1978 as amended by the French Law of 6 August 2004, and pursuant to the French Monetary and Financial Code, you are entitled to access your personal data by sending a letter to the French Data Protection Authority (CNIL).

WHAT LIMITATIONS ARE APPLICABLE IN CASES OF FORCE MAJEURE?

We cannot be held liable for not providing assistance services in cases of *force majeure* or due to the following events: civil war or war with a foreign power, commonly know political instability, civil unrest, riots, acts of terrorism, reprisals, restriction on the free movement of people and goods, strikes, explosions, natural disasters, and disintegration of atomic nuclei, nor for delays in performing services or benefits when such delays result from the same causes.

3-3 – DEFINITIONS

Uncertain event/Uncertainty: An unintentional, unforeseeable, unstoppable, and external event.

Subscribers: Persons duly insured under this contract, hereafter referred to as "you". With regard to the applicability of legal provisions concerning the period of limitation, the "Subscriber" should be referred to when the articles of the French Insurance Code mention "Insured person" or "Insured party".

Insurer / Assistance Provider

Allianz IARD, hereafter referred to as "we" or "us", a company governed by the French Insurance Code. Public limited company with share capital of €991,967,200, having its registered office at 1, cours Michelet – CS30051 – 92076 Paris la Défense Cedex – 542 110 291 Nanterre Trade & Companies Register.

Serious bodily injury - Sudden deterioration in health cause by the sudden action of an external cause that is unintentional by the victim, observed by a competent medical authority and resulting in the issuing of a prescription for the patient to take medication and resulting in the halting of all occupational activity.

Travel Agent - Travel Agent who sold you the covered trip or travel services.

Personal Assistance - Personal Assistance includes all the services implemented in the event of illness, injury or death of insured people during an insured journey.

Terror Attack/Acts of Terrorism: Any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to severely undermine public order.

Such a "terror attack" should be identified as such by the French Foreign Ministry.

Baggage: Travelling bags, suitcases, trunks and their contents, excluding the clothing that you are wearing.

Natural disasters: abnormal intensity of a natural element not arising from human intervention.

The French Insurance Code: the collection of legislative and regulatory texts that govern insurance contracts.

Forfeiture: Loss of entitlement to cover for the loss concerned.

Official documents: Any document such as Identity card, Passport or other issued by a public administrative authority of the State such as the Town Hall, Prefecture, etc.

Domicile: Main place of residence of the person about whom this term is used. The domicile is the place of fiscal residence.

Bodily Injury: Any bodily harm, with an external cause, suffered by an individual person, and the ensuing harm or damage.

Material damage: Any harm, destruction, degradation, loss, or disappearance of a thing or a substance, as well as any physical harm to an animal.

Consequential financial loss: Any financial harm resulting from being deprived of enjoyment of a right, from interruption of a service rendered by a person or by moveable property or real estate, or from the loss of a benefit, and that is the direct consequence of covered **bodily injury** or of covered **property damage**.

DROM POM COM: "DROM POM COM territories" are what the DOM TOM territories (French overseas possessions) are now called, since the Constitutional Reform of 17 March 2003 that changed the names and definitions of the DOM TOM territories.

Flight duration covered: The cover applies only to flights whose validity is no more than 90 days.

Length of stay covered: The maximum duration of stay covered is that sold by **the travel agent** with a maximum of 120 days.

Transport Firm: The term "**transport firm**" refers to any company duly approved by the public authorities for the carriage of passengers.

Epidemic: The rapid propagation of a contagious infectious disease that affects a large number of people in a given place at a given time and reaches, at a minimum, level 5 according to WHO criteria.

Europe: **Europe** means all the European Union countries plus Switzerland, Norway and the Principality of Monaco.

Medical expenses: Pharmaceutical, surgical, consultation, and **hospitalisation** expenses that are medically prescribed and necessary for diagnosing and treating an **illness**.

France: **France** is understood to be mainland France and Corsica, not including the **DROM POM COM** territories (as the DOM TOM French overseas possessions have been called since the Constitutional Reform of 17 March 2003).

Excess: Portion of the compensation for the damage that remains to be borne by you.

Insurance Claims Manager

ASSURINCO

122 bis quai de Tounis - BP 90932 - 31009 Toulouse CEDEX, France
Tel.: (+33) (0)5 32 09 21 81 - Fax: (+33) (0)5 61 12 23 08
e-mail: gestionassurance@assurinco.com

Assistance Claims Manager

MUTUAIDE

8 – 14 avenue des Frères Lumière – 94368 Bry-Sur-Marne CEDEX

Strike: Concerted collective action in which the employees of a firm, of an economic sector, or of a professional category stop work in order to give weight to their claims. **Civil War:** By "Civil War" is meant armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or *coup d'état*, and any application of martial law or border closure ordered by the authorities of the country in question.

Foreign war: A "war with a foreign power" means declared or undeclared armed opposition between one State and another State, as well as any invasion or state of siege.

Initially scheduled Arrival Time

- for outward CHARTER flights: the time stated on the outward plane ticket,
- for homeward CHARTER flights: the time stated by the **travel agent**,
- for SCHEDULED flights: the time set by the airline company.

Hospitalisation: Stay of more than 48 consecutive hours in a public or private hospital or clinic, for an emergency operation, i.e. for an unscheduled operation that cannot be postponed.

Illness / Accident: Deteriorating health established by a medical authority and requiring medical treatment and the cessation of any occupational or other activity.

Family member: "**Family member**" means any person who can evidence they have a *de jure* or *de facto* family tie (kinship) with **the Member**.

We organise: We undertake the formalities necessary to give you access to the service.

We cover: We pay for the service.

Nullity: Any fraud, falsification, inaccurate declarations or false statements designed to ensure the cover applies as agreed on signing; this results in the **nullity** of our commitments and the forfeiting of the rights provided for on said signing.

Personal belongings: camera, camcorder, PDA, portable games console, multimedia players, laptop computer. Only personal objects whose purchase date is within the last 3 years.

Valuables: Jewellery, watches, furs.

Pollution: Degradation of the environment by substances that are not naturally present in the medium in question being discharged into the air, the water, or the soil.

Usual residence: Your **usual residence** means your residence for tax purposes.

Flight Delay: This is the covered flight arriving at its final destination an hour later than its initially scheduled arrival time.

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

Loss event: Event that may result in the application of contract cover.

Policyholder: The natural or legal person taking out the insurance contract.

Subrogation: The legal situation whereby the rights of one person are transferred to another person (in particular the **Insurer** taking the place of the **Policyholder** for the purposes of proceedings against the opponent).

Third party: Any person other than you responsible for the damage, injury or loss.

Any **Subscriber** who is a victim of bodily injury, property damage or consequential loss caused by another **Subscriber** (the **Subscribers** are considered to be **third parties** between themselves).

Wear and tear (obsolescence): Loss in value of an item due to wear and tear, usage or conditions of upkeep on the day of the **claim**. Unless otherwise specified in the contract, obsolescence calculated for the compensation payout is 1 % per month, capped at 80 % of the initial purchase price.

Covered Flight: This is the flight for which you have taken out **flight delay** cover.

However, if the flight is cancelled more than 24 hours before the initially scheduled departure time, the **flight delay** cover covers the replacement flight.

Us: Allianz IARD, the insurers.

Period of Limitation: Extinction of a right resulting from the failure of the holder of the right to exercise it for a given period of time

You: The Subscriber.

Allianz

Mutuaide
Assistance

UNE SOCIÉTÉ
DU GROUPE



Groupama



Une nouvelle idée de l'assurance voyage

*wish you
a nice trip*

HOW CAN YOU CONTACT OUR REPATRIATION ASSISTANCE PLATFORM

8-14, avenue des Frères Lumières 94368 BRY SUR MARNE CEDEX
24/7

- by phone: 01 41 77 45 76
- by phone from abroad: +33 (0)1 41 77 45 76
preceded by the local international dialling code
- by fax: 01 45 16 63 92
- by e-mail: medical@mutuaide.fr

HOW CAN YOU CONTACT OUR INSURANCE SERVICE

If your trip is cancelled you should first tell your travel agent.

For any declaration of loss (claim) regarding insurance for cancellation, baggage, missed departure on outward journey, departure impossible, delayed flight, trip interruption (or compensatory trip), interruption of activities or civil liability you should make your claim on the declaration website

allibert.assurinco.com

Email: *gestionassurance@assurinco.com*

The assistance cover results from Contract No. 78 931 612 (Premium), taken out by Allibert Trekking, whose registered office is in CHAPAREILLAN (38530) Rue de Longifan, and which is registered in the Trade and Companies Register (Registre du Commerce et des Sociétés) of Paris under Number 340 110 311 – Code Naf (French activities code): 7911Z, with the Insurer Allianz IARD, a General Insurance and Reinsurance Company governed by the French Insurance Code (Code des Assurances), incorporated as a Société Anonyme with share capital of € 938,787,416 (fully paid up), registered in the Trade and Companies Register of Nanterre under No. 542 110 291 – Code Naf 660 E, and located at Immeuble Coeur Défense 1, cours Michelet - CS30051 - 92076 Paris la Défense Cedex, through the Broker ASSURINCO (trademark of the brokerage firm Cabinet Chaubet Courtage), registered in the Trade and Companies Register under Number B 385 154 620, whose registered office is located at 122 bis quai de Tounis, TOULOUSE 31, and which is registered in the insurance, bank, and finance intermediaries register ORIAS under No. 07 001 894.

Juillet 2019 - Imprimerie Menard - RC TOULOUSE B 590 801 809