



**NOTICE Interruption/Cancellation of schooling**  
**Group damage insurance policy no. 79932443**  
**"STUDIES" insurance taken out with Allianz IARD, as an option**

Allianz IARD Société anonyme (public limited company under French law) with share capital of €991,967,200, having its registered office at 1, cours Michelet – CS30051 – 92076 Paris la Défense Cedex – listed in the Trade & Companies Register of Nanterre under number 542 110 291. and Gritchen Affinity - 27 rue Charles Durand - CS70139 - 18021 Bourges Cedex Trade & Companies Register number 520 150 542 - Orias no. 110 613 17 - [www.orias.fr](http://www.orias.fr) are regulated by the ACPR (French administrative authority responsible for supervising the banking and insurance sectors in France), 4 place de Budapest, CS 92459- 75436 Paris Cedex 09

**DEFINITIONS**

**Personal injury accident:** unintentional bodily injury to the victim, due to the sudden action of an external cause.

**Subscriber:** the student enrolled in the ASSOCIATION GROUPE ESSEC and named on the policy certificate.

**Deposit:** sum paid by the student on admission and prior to payment of the balance of his/her tuition fees

**Insured party(s):** the students and/or their "financial guarantors" duly registered with the ASSOCIATION GROUPE ESSEC, subject to receipt of payment of the contribution.

**Insurer:** 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 – Nanterre Trade & Companies Register no. 542 110 291.

**Drop in income:** drop in the income of the financial guarantor's household (as defined for tax purposes) of more than 10% of the latter's average income in the 3 months before and 3 months after the loss event (excluding no-claims bonuses and exceptional premiums).

**Beneficiaries of the compensation payments:** the Insured party

**Unemployment:** Circumstances of a person who has been laid off and is no longer in employment or self-employment in any industrial, commercial or service structure whatsoever.

**Forfeiture:** loss of the right to cover for the claim in question.

**Tuition fees:** the annual fee invoiced by the school, stated on the enrolment form and serving as the basis for calculating the contribution, including the deposit.

**Excess:** The Insured party's deductible (percentage of deduction from the payment compensation)

**Insurance Claims Manager**

**Gritchen Affinity** 27 rue Charles Durand – CS 70139 18021 Bourges

**Medical incapacity:** the state of a financial guarantor totally unable to practise his/her profession, or of a student unable to continue his/her studies, further to an accident or illness, provided such incapacity has entailed sick leave of more than 30 consecutive days.

**Illness:** Sudden and unforeseeable deterioration in a person's state of health

**Us:** 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 – Nanterre Trade & Companies Register no. 542 110 291. ,

**Period of insurance:** the period between the student's date of enrolment in the school and the end of the current academic year, for insured events occurring during the said period.

**Financial guarantor:** the person who undertakes to pay the tuition fees of the student and his/her spouse not legally separate, or his/her civil partner who contributes to the household's expenses, provided the latter can officially prove

that he or she and the former have been living together for at least one year.

**Income:** the net taxable income earned by the victim of the claimable loss through an occupational activity engaged in during employment or self-employment, after deduction of social security contributions (excluding settlement payments, no-claims bonuses, exceptional bonuses and redundancy payments, when they are non-taxable); In the event of illness or accident, benefits received in respect of compulsory or optional social security schemes, salaries, bonuses and allowances paid pursuant to the provisions of the collective bargaining agreement; In the event of redundancy, judicial liquidation or judicial administration, unemployment or early retirement benefits, excluding settlement and redundancy payments, when they are non-taxable.

**Loss event:** an event liable for a claim within the meaning of this policy. A single Loss event includes all claims relating to one and the same event.

**Third party:** anyone other than the Insured party, his/her spouse, partner or civil partner, ascendants or descendants.

**You:** the individual Subscriber of the optional group policy.

### TAKING OUT THIS POLICY

#### 1. Who can take out this policy?

Students admitted to the ASSOCIATION GROUPE ESSEC may take out this policy. In any event, taking out this policy must be done at the same time as the registration with the ASSOCIATION GROUPE ESSEC and must pre-date the start of the schooling period.

#### 2. How to become a subscriber to the Contract?

Persons wishing to benefit from the cover provided by the Contract can sign up on the site of the ASSOCIATION GROUPE ESSEC after reading and understanding the following documents:

- The Information document on the insurance product;
- The information and guidance sheet
- This information notice

And after agreeing to the terms and conditions therein.

#### 3. Sign-up to the policy on the Internet – agreement on evidence:

You can sign up to the policy directly online on the web site of the ASSOCIATION GROUPE ESSEC and pay the contribution via a secure site. The policy is binding after online confirmation of the information entered and payment of the contribution to the policy by bank card, directly online.

When the information provided has been validated and online payment of the contribution has been made, the ASSOCIATION GROUPE ESSEC will e-mail you a confirmation e-mail at the e-mail address you specified when you signed up, including the information notice.

If you do not receive this e-mail and the accompanying information notice within 48 (forty-eight) hours of signing up and paying your contribution, you should immediately notify the ASSOCIATION GROUPE ESSEC, failing which you will be

deemed to have received it and the aforementioned attachments.

You have 30 (thirty) days from receipt of this e-mail to notify us of any objections or request changes to the information provided when you signed up online. If no such objections or requests are notified within the allotted time, your subscription will be deemed compliant with your wishes.

As the e-mail address you specified when you signed up online is used to send you contractual information, you should ensure it is always up to date and correct. You therefore undertake to check this address and update it whenever necessary. You alone are liable for any direct or indirect consequences of information or documents sent to an incorrect or modified e-mail address if you fail to notify ASSOCIATION GROUPE ESSEC of any such changes.

Unless you can provide proof to the contrary by any means, you agree and acknowledge that:

- payment of the contribution by bank card acts as authentication of the subscriber and ensures your identification,
- online validation of the contractually binding documents and online payment of the contribution by the subscriber serve as the latter's consent to the taking out of the policy and as conclusion thereof under the terms and conditions of the contractually binding documents,
- the aforesaid e-mail and attachments confirming that the policy has been taken out, if uncontested within thirty days of receipt thereof, serve as evidence of the content of the policy, notably evidence of the guarantees taken out by the subscriber and the scope of the exclusions,
- the processes put in place by the ASSOCIATION GROUPE ESSEC or its service providers to ensure the integrity and retention of contractual records are legally binding on the parties.

### PURPOSE OF THE CONTRACT AND SCOPE OF COVER

The cover comes into effect 30 days after the member takes out the insurance policy, except in case of death of the Subscriber or the latter's financial guarantor.

The "STUDIES" policy covers all or part of the tuition fees and/or deposit paid by the Insured party in the following cases:

- Death of the Subscriber,
- Medical incapacity of the Subscriber entailing cancellation of his/her enrolment or interruption of his/her schooling;
- Medical incapacity of the Financial Guarantor entailing a drop in income or the death of the Financial Guarantor;
- Medical events affecting the financial guarantor's spouse and/or dependent children entailing a temporary or permanent interruption of the Subscriber's studies,
- Unemployment of the Financial Guarantor.

In the aforementioned cases, the Insurer agrees to cover:

- Death of the Subscriber:



- › Death occurring before the start of the new academic year: the Insurer reimburses the portion of the Subscriber's tuition fees already paid to the ASSOCIATION GROUPE ESSEC;
- › Death occurring after the start of the new academic year: the Insurer reimburses the outstanding portion of the Subscriber's tuition fees calculated in proportion to the time remaining between the date of death and the end of the academic year, subject to these fees having been paid to the ASSOCIATION GROUPE ESSEC.
- Medical incapacity of the Subscriber entailing cancellation of his/her enrolment or interruption of his/her schooling:
- › Medical incapacity of the Subscriber before the start of the new academic year: the Insurer reimburses the Subscriber's tuition fees already paid to the ASSOCIATION GROUPE ESSEC at the time of the Loss event inasmuch as the Subscriber decides to permanently cancel his/her membership of the ASSOCIATION GROUPE ESSEC or the outstanding portion of the Member's tuition fees calculated in proportion to the period of absence from the ASSOCIATION GROUPE ESSEC inasmuch as the Subscriber is able to resume his/her course and continue his/her schooling.
- › Incapacity arising after the start of the new academic year: the Insurer reimburses the Subscriber's outstanding tuition fees in proportion to the time remaining between the date of occurrence of the medical incapacity and the end of the course, inasmuch as the Subscriber is medically incapable of resuming and completing his/her course, or reimbursement of the outstanding portion of the Subscriber's tuition fees prorate to the period of absence from the ASSOCIATION GROUPE ESSEC, inasmuch as the Subscriber is able to resume his/her course and continue his/her schooling.
- Medical incapacity of the Financial Guarantor entailing a drop in income or the death of the Financial Guarantor: In the event of medical incapacity of the Financial Guarantor entailing sick leave for more than 90 consecutive days or hospitalisation for more than 30 consecutive days, the Insurer can cover the Subscriber's tuition fees for the period of medical incapacity if the said sick leave entails a drop in the Financial Guarantor's income or the outstanding portion of the tuition fees calculated in proportion to the time remaining between the occurrence of the Loss event and the end of the academic year if the Subscriber permanently abandons his/her studies.
- Illness affecting the financial guarantor's spouse and/or dependent children entailing a temporary or permanent interruption of the Subscriber's studies:
  - › In the event of medical incapacity of the Financial Guarantor's spouse and/or dependent children, the Insurer covers the outstanding tuition fees corresponding to the prorated period remaining between the date of occurrence of the Loss event and the end of the academic year, or the date of resumption of studies for the current academic year if it can be incontrovertibly proved that permanent assistance is essential in the family entailing temporary or permanent interruption of the subscriber's studies for the current academic year.
- Unemployment of the Financial Guarantor: If the Financial Guarantor becomes unemployed further to economic redundancy or judicial liquidation of his/her company and entailing a drop in income, the Insurer covers:
  - › If the Loss event occurs before the beginning of the academic year: the tuition fees already paid to the ASSOCIATION GROUPE ESSEC if the Subscriber cancels his/her enrolment, or the tuition fees for the coming year if the Subscriber maintains his/her enrolment after deduction of a 10% excess;
  - › If the Loss event occurs after the beginning of the academic year: the outstanding tuition fees calculated in proportion to the time remaining between the date of occurrence of the Loss event and the end of the academic year after deduction of a 10% excess.

## TERRITORIALITY

Worldwide

## EXCLUSIONS

What we do not cover under the policy:

- **Deliberate action on the part of the Insured party;**
- **Suicide or attempted suicide of the Insured party;**
- **The consequences of the direct or indirect effects of an explosion, a sudden release of heat, radiation caused by transmutations of atomic nuclei or radioactivity, as well as those due to the effect of radiation caused by artificial acceleration of particles;**
- **The consequences of war with a foreign power or civil war; riots or civil disturbances in which you take part of your own free will;**
- **The consequences of situations of infectious risk in an epidemic context subject to quarantining or specific preventive or monitoring measures taken by local and/or national health authorities**
- **The consequences of epidemics, pandemics, natural disasters and pollution**
- **The consequences and/or events resulting from a strike, a terror attack or act of terrorism**
- **The insured goods and/or activities when a ban on providing an insurance contract or service imposes itself on the insurer as a result of a sanction, restriction or prohibition provided for by agreements, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union or any other applicable national law;**
- **The insured goods and/or activities when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for by agreements, laws or regulations, including those**

decided by the United Nations Security Council, the Council of the European Union or any other applicable national law. It is understood that this provision only applies if the insurance policy and insured goods and/or activities fall within the scope of the restrictive sanctions, total or partial embargo or prohibition.

- The consequences of practising any sport in a professional capacity;
- The consequences of pregnancy or its complications, miscarriage, elective non-therapeutic abortion, childbirth and the medical after-effects
- The consequences of psychic, mental or nervous illnesses, ailments of a purely psychiatric nature or nervous depression, unless they entail hospitalisation of at least 7 consecutive days;
- The consequences of beauty treatments;
- The consequences of alcoholism or drunkenness of the student, medically ascertained by a blood-alcohol level liable to constitute a criminal offence, as well as the use of drugs, narcotics or toxic products not medically prescribed, unless you can prove that there is no relationship of cause and effect;
- The consequences of the after-effects, relapses or aggravation of an accident or illness having entailed an interruption of activity during the 12 months preceding the final enrolment at the school, unless the consequence thereof is the death of the student or the financial guarantor;
- The consequences of terror attacks, acts of terrorism or sabotage, riots or civil disturbances, scuffles and bets, when the insured party takes an active part in them;
- A dismissal during or at the end of a trial period, as well as expiry of a fixed-term employment contract or further to a contractual termination of an employment contract.
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- **GENERAL PROVISIONS**
- **The effect and period of the policy: the policy comes into effect on the effective date stated on the insurance certificate. The period of the policy is the academic year in which the Subscriber enrolled when taking out the Policy.**

#### WHAT YOU SHOULD DO IN CASE OF A LOSS EVENT

Notify us in writing at the following address:

When the insurance cover is likely to be invoked, the Insured Party must:

- Notify Gritchen Affinity in writing of any Loss event likely to qualify for compensation within five working days (or two working days in the event of theft).

This period starts when the insured party learns of the loss event likely to entail application of the cover.

After this period, the insured party forfeits any rights to compensation if the delay has caused a loss to the Company.

- Inform Gritchen Affinity on your own initiative of any cover taken out with other insurers for the same risk.

Log on to the following site: [www.declare.fr](http://www.declare.fr)

(Forward your supporting documents and constantly monitor the progress of your claim)

By e-mail:  
Loss event@declare.fr

By letter:  
Gritchen Affinity Service Loss event  
27 rue Charles Durand - CS70139  
18021 Bourges CEDEX

Any event liable to qualify for the cover of your policy. This declaration must be made within 5 days of you becoming aware of the event, unless prevented by unforeseeable circumstances or force majeure, under penalty of losing the benefit of the cover.

Send us the following documents

**In the event of death** of the Subscriber or his/her Financial Guarantor:

- Death certificate

**In the event of medical incapacity** of the Subscriber:

- Doctor's certificate stating medical incapacity
- In the event of permanent abandonment of the Subscriber's schooling, documentary evidence from the ASSOCIATION GROUPE ESSEC testifying to this situation.

**In the event of medical incapacity** of the Financial Guarantor:

- Doctor's certificate stating medical incapacity

**In the event of permanent abandonment of the Subscriber's schooling**, documentary evidence from the ASSOCIATION GROUPE ESSEC testifying to this situation.

- Payslips of the 3 months before and after the unexpected occurrence of medical incapacity.

**In the event of unemployment** of the Financial Guarantor:

- Documentary evidence from Pôle emploi (French job centre & unemployment benefits office) testifying to unemployment of the Financial Guarantor;
- Documentary evidence of economic redundancy;
- For Financial Guarantors who are corporate officers of a company, documentary evidence testifying to the judicial liquidation of their company.

**In the event of medical incapacity** of the spouse or a child of the Financial Guarantor entailing temporary or permanent interruption of the Subscriber's schooling:

- Doctor's certificate stating medical incapacity
- In the event of temporary interruption or permanent abandonment of the Subscriber's schooling, documentary evidence from the ASSOCIATION GROUPE ESSEC testifying to this situation.
- A sworn statement stating the need for the Subscriber to stay with his/her family.

Where applicable, allow



- any independent doctor we appoint to examine you and ascertain the change in your condition,
- our delegated inspectors to meet you for a fact-finding mission.

Should you not accept these checks, without a duly justified compelling reason, we may refuse you any entitlement to compensation for the accident in question.

### CONSEQUENCES OF FALSE STATEMENTS

Any intentionally false statement, as well as the fraudulent production of inaccurate or misleading documents concerning the date, circumstances or consequences of the LOSS EVENT, will result in forfeiture of any entitlement to compensation for the claim in question.

### TERMINATION OF THE POLICY

As of right:

- In the event of total withdrawal of the Insurer's licence to operate (Article L.326-12 of the French Insurance Code);
- On the date of cessation of the cover stated in the "General Provisions" clause;
- In all other cases provided for by the Insurance Code.

On the initiative of the Insurer:

- in the event of non-payment of contributions as provided for by article L 113-3 of the French Insurance Code.

By the insurer, administrator or official receiver:

In the event of safeguard, receivership or compulsory liquidation proceedings. The termination shall take place automatically if, within 30 days of the formal notice sent by the Insurer to the receiver, the latter has not taken a stance on the continuation of the group damage insurance policy (articles L 622-13, L 631-14 and L 641-11-1 of the French Commercial Code).

In the event of termination on the initiative of the Insurer, the aforesaid periods of reflection start when registered letter is sent, as evidenced by the postmark.

### PERIOD OF LIMITATION

The provisions relating to the limitation within which actions deriving from the insurance policy may be taken are laid down in Articles L 114-1 to L 114-3 of the French Insurance Code, as reproduced below:

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

Any action deriving from an insurance policy is barred by limitation two years after the event giving rise to the claim. However, this deadline does not apply:

- 1 In the event of failure to disclose, omission, false or inaccurate declaration of the risk involved, from the day when the Insurer became aware of it;
2. In the event of a loss, only from the day when the parties involved became aware of it, if they can prove they were unaware of it until then.

When the cause of the action brought by the Insured Party against the Insurer is third party proceedings, the period of limitation only begins from the day when this third party has instituted legal proceedings against the Insured Party or has received compensation from the latter.

The period of limitation is increased to ten years in life insurance policies when the beneficiary is a person other than the policyholder and, in personal accident insurance policies, when the beneficiaries are the assignees of the deceased Insured Party.

For life insurance policies, notwithstanding the provisions of point 2 above, the beneficiary's right to bring action lapses at the latest 30 years as from the death of the insured party.

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

The statute of limitations may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of loss adjusters further to a claim. The interruption in the limitation period for an action may also result in the insurer sending the insured party a registered letter with acknowledgement of receipt concerning the action for payment of the premium, and in the insured party sending the insurer a registered letter with acknowledgement of receipt concerning settlement of the compensation.

#### Article L 114-3 of the French Insurance Code:

Notwithstanding article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, modify the period of limitation or add any causes of suspension of interruption thereof.

### ADDITIONAL INFORMATION

The ordinary causes for interrupting the period of limitation that are indicated in Article L 114-2 of the French Insurance Code are given in articles 2240 to 2246 of the French Civil Code which are reproduced 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 a court that does not have jurisdiction, or when referral to the said court is nullified due to procedural irregularity.

#### Article 2242 of the French Civil Code:

An interruption of the statute of limitations resulting from instigating legal proceedings remains in effect 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 definitively dismissed.

#### Article 2244 of the French Civil Code:

The limitation period or the peremptory time limit is also interrupted by a protective measure adopted pursuant to the French Code of Civil Enforcement Procedures or a compulsory enforcement.

#### Article 2245 of the French Civil Code:

One of the jointly and severally liable debtors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the debtor of the

right of the person against whom the debtor could claim inaction interrupts the statute of limitations against all other parties, even against their heirs.

Conversely, a writ issued against one of the heirs of a jointly and severally liable debtor or recognition of the said heir does not interrupt the period of limitations with regard to the other co-heirs, even for a mortgage debt, if the obligation is divisible. Such a writ of summons or such recognition interrupts the period of limitations with regard to the other co-obligors only for the share for which that heir is liable.

In order to interrupt the period of limitations for the entire obligation with regard to the other co-obligors, the writ of summons needs to be issued to all the heirs of the deceased obligor, or the recognition of all the heirs.

#### **Article 2246 of the French Civil Code:**

A writ issued against the main debtor or recognition of the latter interrupts the period of limitations against the guarantor.

To check whether the aforementioned provisions have been updated, please visit the official site at "www.legifrance.gouv.fr"

#### **COMPLAINT - MEDIATION**

In the event of difficulties with your premium you should send a letter to Enterprise.

In the event of difficulties with your compensation, you should send a letter to Allianz IARD.

- If you are dissatisfied with the initial response to your letter, you can send your complaint in writing to:

**Allianz IARD - Relations Clients - Case Courrier BS  
20 Place de la Seine**

**92086 Paris la Défense cedex**

or to

**clients@allianz.fr**

- Still dissatisfied with the treatment of your complaint? You can appeal to the Independent Insurance Mediator. The Mediator's contact details are as follows:

[www.mediation-assurance.org](http://www.mediation-assurance.org)

or

**LMA 50110 - 75441 Paris Cedex 09**

Your request to the Insurance Mediator must, where applicable, be forwarded at the latest within one year as from your written complaint to us.

You are still entitled to take any other legal action.

#### **PROTECTION OF YOUR PERSONAL DATA**

##### **1. Why do we collect your personal data?**

Whether you are an affiliated insured party, a subscriber, policyholder, beneficiary, premium or contributions payer, Regardless of your situation, we collect and process your "personal data". Why? Quite simply because they are useful for us both in order to comply with our legal obligations and to know you better.

##### **Complying with our legal obligations**

Logically, your personal data are essential when you and we enter into a contract and we manage it or "execute" it. Your data are used to identify you, assess a risk and determine your loss. This also concerns your data concerning offences

(background and circumstances) and health. Your health data are subject to specific processing bound by medical confidentiality.

Moreover we require your data in order to comply in every respect with the legal and administrative provisions that govern our profession (for example in the fight against money laundering).

Getting to know you better... and serve you better

In that case, your data serve a commercial purpose; we only collect it with your express consent. The data may relate to your life habits, our commercial relations, your location, etc. They help us to get to know you better and thus offer you products and services that meet your specific needs, particularly using profiling techniques. They will be used for canvassing, building loyalty, promotion or customer satisfaction assessment actions used by Allianz and its partners, sometimes with the support of advertisers or marketing systems.

If you take out your policy online, we use an automated decision-making process that differs according to the types of risk to be covered.

##### **2. Who can consult or use your personal data?**

Primarily the companies in the Allianz Group and your insurance intermediary (broker, agent, etc.). But also different organisations and partners directly involved in concluding, managing or executing your contract: subcontractors, service providers, reinsurers, insurance organisations, welfare agencies.

These recipients are sometimes located outside the European Union. In which case we design specific cover that fully protects your data.

##### **3. How long is your personal data kept?**

- You are a potential customer or we have not been able to enter into a contract with you, we retain your:

**Commercial data:** for 3 years after the last contact between you and Allianz,

**Medical data:** 5 years. These data are subject to special processing so as to ensure that medical confidentiality is always strictly preserved.

- You are a customer

We store your data throughout the life of your policy. Once the policy has ended, it is stored for the applicable retention period.

For data linked to bank cards, the period of storage is 13 months after the last debit.

##### **4. Why do we use cookies?**

Quite simply because they facilitate and accelerate your browsing of the web.

Cookies are simple text files temporarily or permanently stored on your computer, smart phone, tablet or browser. They enable your connection habits to be recognised. And your pages are loaded more quickly.

##### **5. Personal data: what are your rights?**

Consult, modify, erase... You have numerous rights to personalise the use of your data:



- the right object, when your personal data is no longer necessary or is no longer useful to our contractual relationship;
- a right to access and correct when you wish,
- the right to erase the data when the storage period for your personal data has expired,
- the right to limit use when your personal data is no longer necessary or is no longer useful to our contractual relationship,
- the right to "portability", that is, the possibility of passing on your data to the person of your choosing on request;
- the right to change your mind particularly to cancel the agreement you have given for the commercial use of your data,
- the right to decide what use is made of your personal data after your death. Retention, disclosure or erasure...: you designate a relative, make your wishes known to him or her, and he or she will implement them on request.

**6. Who is responsible for your data within the Allianz group?**  
Allianz IARD, Company governed by the French Insurance Code Public limited company with capital of €991,967,200  
Registered Office:

**1, cours Michelet-CS 30051  
92076 Paris la Défense cedex**

Nanterre Trade and Companies Register no. 542 110 291

**7. How can you exercise your rights?**

Generally speaking, you can read all about cookies and about how your data are collected and used on the [allianz.fr](http://allianz.fr) site or the site of the legal entity mentioned in paragraph 6, "Who is in charge of your data in the Allianz group? ".

To object to the use of your data, ask for them to be erased, and to ask a question on every aspect of their processing or to make a complaint, you can either contact us directly or write to our personal data controller. To find out the address to write to, see paragraph 8 "Your contacts".

Lastly, the CNIL's site provides detailed information on all your rights and the legal aspects relating to your personal data: [www.cnil.fr](http://www.cnil.fr). In the event of a dispute, the CNIL (French Data Protection Authority) is also the reference authority.

**8. Your contacts?**

If you took out your policy with an insurance agent, a Allianz Expertise et Conseil adviser or a Point Service Allianz:

For questions, complaints, modification requests, etc. All these situations are very simple, all you have to do is write to us:

- › by e-mail at [informatiqueetliberte@allianz.fr](mailto:informatiqueetliberte@allianz.fr)
- › by post sent to **Allianz - Informatique et Libertés – Case courrier S1805 – 1 cours Michelet – CS 30051 – 92076 Paris La Défense Cedex**

Thank you in advance for always including proof of ID with your request.

If your policy was taken out with a broker:

Question, complaint, change request... for each of these situations, just write to your broker.

Thank you in advance for always including proof of ID with your request.

## CONSUMERS' RIGHT TO OPPOSE TELEPHONE MARKETING

If the subscriber does not wish to be contacted for the purposes of telemarketing, he/she can register free of charge on a list to opt out of telemarketing.

These provisions apply to any consumer, i.e. any natural person acting for reasons that do not fall within the context of their commercial, industrial, craft or self-employed activities.

## SUBROGATION

Pursuant to the provisions of Article 121-12 of the French Insurance Code, the Insurer is subrogated, up to the amount of compensation it pays out, to the rights and actions of the Subscriber with respect to third parties liable for the loss involving the Luggage and Personal Effects cover.

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.

## IF THERE IS MORE THAN ONE INSURANCE POLICY

Pursuant to the provisions of Article L 121-4 of the French Insurance Code, when more than one insurance policy is taken out non-fraudulently for one same risk, each of them produces its effects within the limits of the cover of the policy, and pursuant to the provisions of Article L 121-1 of the French Insurance Code. In such a case, the Subscriber should inform all the insurers.

Within these limits, the Subscriber can contact the insurer of their choosing. When they are taken out improperly or fraudulently, the sanctions provided for by the French Insurance Code (invalid policy and damages) are applicable.

## SANCTIONS IN THE EVENT OF FALSE DECLARATION

Any deliberate false declaration, omission or inaccurate declaration of the risk or new circumstances resulting in either increasing the risks or creating new ones, entails applying the following sanctions provided for by the French Insurance Code:

- If deliberate (Article L113-8 of the French Insurance Code):
  - › nullity of your policy,
  - › we acquire the premiums paid and we are entitled, by way of compensation, to payment of all premiums due,
  - › you have to reimburse us any compensation paid for claims made under your policy.

- If not deliberate (Article L113-9 of the French Insurance Code):

- › an increase in your contribution or termination of your policy if detected before any claim,
- › a reduction in your compensation in the ratio between the contribution paid and that which should have been paid if the declaration had been accurate, if detected after a claim.

## FIGHT AGAINST MONEY LAUNDERING:

The checks that we are legally obliged to conduct in the fight against money laundering and the funding of terrorism, particularly cross-border capital flows, may compel us at any



time to ask you for explanations or supporting documentation, including for the acquisition of the covered property. Pursuant to the French Data Protection Law (Loi Informatique et Libertés) of 6 January 1978 as amended by the French Law of 6 August 2004, and pursuant to the French Monetary and Financial Code (Code Monétaire et Financier), you are entitled to access your personal data by sending a letter to the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés [CNIL]).

**APPLICABLE LAW – COMPETENT COURTS:**

Pre-contractual and contractual relations are governed by French law and mainly the French Insurance Code.

Any legal proceedings relating 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 jurisdiction for disputes between you and the Insurer.

**LANGUAGE USED**

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





## CONTRACT INFORMATION NOTICE

« ESSEC » No 7511



## INFORMATION REGARDING « ESSEC » CONTRACT No 7511

### FOR ANY EXPLANATION OF YOUR CONTRACT

KINOUSASSUR  
17 Avenue Jeanne d'Arc  
94110 ARCEUIL

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

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

### HOW TO CONTACT YOUR ASSISTANCE SERVICE

MUTUAIDE ASSISTANCE  
126 RUE DE LA PIAZZA - CS 20010  
93196 NOISY LE GRAND CEDEX  
24/7 service

- **By telephone from France: 01.55.98.71.63** (*call not surcharged, cost according to operator, and may be recorded*)
- **By telephone from abroad: + 33.1.55.98.71.63** (*call not surcharged, cost according to operator, and may be recorded*)
- **By fax: 01. 45.16.63.92**
- **By email: [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)**

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

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

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

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

From Monday to Friday, from 9:00 a.m. to 12:30 p.m, and 1:30 p.m. to 5:00 p.m.

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

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

- Contract number,
- Bank Identification Data (only for the 1<sup>st</sup> request for reimbursement) or possible proxy,
- The medical claim form duly completed, signed and stamped, including any medical reports (hospitalisation reports, Specialists visits reports, medical examination reports),
- Original or digitized invoices for care that have been paid and corresponding proofs of payments,
- Original or digitized medical prescriptions,
- In case of medical treatment in France: original treatment forms (CERFA documents) and/or medical invoiced paid with the payment receipts or, failing this, the corresponding Social security slips,
- Any other documents that the Insurer deems necessary,

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

## HOW TO CONTACT YOUR INSURANCE DEPARTMENT

ASSUR TRAVEL - ISICASSUR SERVICE  
ZA Actiburo – 99, rue Parmentier  
59650 VILLENEUVE D'ASCQ

From Monday to Friday, from 9:30 a.m. to 12:30 p.m, and 1.30 p.m. to 5:00 p.m.

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

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

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

Any claim declaration must be made in writing.

## TABLE OF BENEFITS

INSURANCE COVERAGE	LIMITATION OF COVERAGE
<b>LUGGAGE (A)</b>	
<ul style="list-style-type: none"> <li>✓ <b>In the event of destruction, theft and loss (A1)</b> <ul style="list-style-type: none"> <li>Including valuable objects</li> <li style="padding-left: 40px;">Including laptops and cellular phones</li> <li>Including theft from a vehicle</li> <li>Excess</li> </ul> </li> <li>✓ <b>Limitation for objects purchased during the trip (A2)</b></li> <li>✓ <b>Late delivery (+ 24 hours) (A3)</b></li> </ul>	<ul style="list-style-type: none"> <li>€ 1 500 per person / Maximum of € 30 000 per event (A1)</li> <li>40% of the insured capital</li> <li>Maximum of € 150</li> <li>€ 500 maximum per file</li> <li>€ 45 per person</li> <li>25% of the insured capital (A2)</li> <li>€ 230 per person (A3)</li> </ul>
<b>LIFE AND DISABILITY INSURANCE (B)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Accidental death (B1)</b></li> <li>✓ <b>Limitation if death occurs on motorcycles, scooters or mopeds</b></li> <li>✓ <b>Total permanent disability following an injury (B2)</b></li> <li>✓ <b>Maximum amount per event of the « Individual Injury » cover (B3)</b></li> </ul>	<ul style="list-style-type: none"> <li>€ 8 000 per person (B1)</li> <li>€ 2 500 per person</li> <li>€ 30 500 per person, <i>reducible in the event of partial permanent disability according to the Social Security scale for Occupational Injuries with disability of no more than 10%</i> (B2)</li> <li>€ 61 000 (B3)</li> </ul>
<b>IMPOSSIBLE DEPARTURE DUE TO AIRPORT CLOSURE (C)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Accommodation expenses (C1)</b></li> <li>✓ <b>Extension of coverage (C2)</b></li> </ul>	<ul style="list-style-type: none"> <li>Accommodation expenses of € 100 per night, for a maximum of 5 nights (C1)</li> <li>5 days (C2)</li> </ul>
<b>MATERIAL DAMAGE CAUSED DURING INTERNSHIP (D)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Material damage caused during the internship (D1)</b></li> </ul>	<ul style="list-style-type: none"> <li>€ 6 000 € / Excess € 100 per claim (D1)</li> </ul>
<b>PRIVATE CIVIL LIABILITY INSURANCE – <span style="color: #00a68f;">GROUPAMA Rhône Alpes Auvergne</span> Contract N°42190225 D</b>	
<ul style="list-style-type: none"> <li>✓ <b>Bodily injury, physical damage and consequential loss</b></li> <li>✓ <b>Including Consecutive physical damage and consequential loss with an absolute excess of € 80 per claim</b></li> </ul>	<ul style="list-style-type: none"> <li>€ 4 500 000 per claim</li> <li>€ 46 000 per claim</li> </ul>

ASSISTANCE COVERAGE	LIMITATION OF COVERAGE
<b>REPATRIATION ASSISTANCE (E)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Medical repatriation (E1)</b></li> <li>✓ <b>Repatriation of 2 accompanying persons (E2)</b></li> <li>✓ <b>Visit of a relative (E3)</b></li> <li>✓ <b>Extension of stay (E4)</b></li> <li>✓ <b>Early return (including in the event of an attack, act of terrorism or natural disaster) (E5)</b></li> <li>✓ <b>Costs of search and rescue (E6)</b></li> </ul>	<p>Actual costs (E1)</p> <p>Actual costs (E2)</p> <p>Round trip ticket * + accommodation expenses of € 100 per night, for a maximum of 10 nights (E3)</p> <p>Transportation ticket* + accommodation expenses of € 100 per night, for a maximum of 10 nights (E4)</p> <p>Round trip ticket * (E5)</p> <p>€ 4 500 per person (E6)</p>
<b>MEDICAL AND HOSPITALIZATION EXPENSES INCLUDING IN CASE OF AN EPIDEMIC OR PANDEMIC (F)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Medical and hospitalization expenses outside of the country of residence (F1)</b> <ul style="list-style-type: none"> <li>- Including costs of physical therapy prescribed by a physician</li> <li>- Including costs of chiropractic treatment</li> <li>- Alternative therapies</li> <li>- Emergency dental care</li> <li>- Accidental dental care</li> </ul> </li> <li>✓ <b>Medical costs if the Insured Person returns temporarily or definitively to his country of residence (excluding dental treatment) (maximum 1 month cover period) (F2)</b></li> <li>✓ <b>Telemedicine</b></li> </ul>	<p>€ 500 000 per person (F1)</p> <p>Maximum of 10 sessions</p> <p>Maximum of 5 sessions</p> <p>Maximum of 3 sessions and € 50 per session</p> <p>€ 200 maximum per person</p> <p>€ 400 maximum per person</p> <p>€ 20 000 per event (F2)</p> <p>Excess € 30 per claim</p> <p>Included</p>
<b>DEATH ASSISTANCE (G)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Repatriation of body (G1)</b></li> <li>✓ <b>Funeral costs necessary for the transportation (G2)</b></li> <li>✓ <b>Necessary procedures for the deceased (G3)</b></li> </ul>	<p>Actual costs (G1)</p> <p>€ 1 500 per person (G2)</p> <p>Round trip ticket* + accommodation expenses of € 200 per night - Maximum 3 nights (G3)</p>
<b>LEGAL ASSISTANCE ABROAD (H)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Advance of criminal penalties (H1)</b></li> <li>✓ <b>Payment of lawyer's fees (H2)</b></li> </ul>	<p>€ 15 000 per person (H1)</p> <p>€ 1 500 per person (H2)</p>
<b>UNFORESEEN EVENTS ASSISTANCE (I)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Shipment of medications abroad (I1)</b></li> <li>✓ <b>Shipment of prostheses abroad (I2)</b></li> <li>✓ <b>Advance of funds (only in foreign countries) in the event of loss or theft (I3)</b></li> <li>✓ <b>Replacement of identity documents (I4)</b></li> </ul>	<p>Shipping costs (I1)</p> <p>Shipping costs (I2)</p> <p>€ 1 500 per person (I3)</p> <p>€ 230 per person (I4)</p>

ASSISTANCE COVERAGE (continuation)	LIMITATION OF COVERAGE
<b>SUPPLEMENTARY ASSISTANCE (J)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Transmission of urgent messages, translation service (J1)</b></li> <li>✓ <b>Psychological support (J2)</b></li> <li>✓ <b>Taxi fares following an accident (J3)</b></li> </ul>	<p>Included (J1)</p> <p>5 telephone conversations over 6 months (including cases of return to the country of residence) (J2)</p> <p>€ 300 per person (J3)</p>
<b>ASSISTANCE IN CASE OF AN EPIDEMIC OR PANDEMIC (K)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Impossible Planned return (K1)</b></li> <li>✓ <b>Accommodation fees following impossible return (K2)</b></li> <li>✓ <b>Accommodation fees in case of quarantine or repatriation (K3)</b></li> <li>✓ <b>Support for a local phone plan (K4)</b></li> <li>✓ <b>Psychological support following quarantine or repatriation (K5)</b></li> <li>✓ <b>Backup baggage (K6)</b></li> <li>✓ <b>Domestic help (K7)</b></li> <li>✓ <b>Home delivery of grocery item (K8)</b></li> </ul>	<p>Return flight: € 1,000 maximum per person (K1)</p> <p>Hotel costs: € 80 / night / person – Maximum 14 nights (K2)</p> <p>Hotel costs: € 80 / night / person – Maximum 14 nights (K3)</p> <p>Up to € 80 (K4)</p> <p>6 interview per event (K5)</p> <p>Maximum € 100 person and € 350 per family (K6)</p> <p>15 hours scheduled for 4 weeks (K7)</p> <p>Maximum 15 days and 1 delivery per week (K8)</p>
<b>WINTER AND AT-RISK SPORTS (L)</b>	
<ul style="list-style-type: none"> <li>✓ <b>Coverage under the contract if an insured event occurs during participation in a winter or at-risk sports as defined herein in the « DEFINITIONS APPLICABLE TO ALL COVERS » rubric,</b></li> </ul>	<p>INCLUDED</p>

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

## GENERAL PROVISIONS OF THE CONTRACT

You are covered under this contract if any insured event occurs during participation in a winter or at-risk sport as defined herein in the « DEFINITIONS APPLICABLE TO ALL COVERS ».

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

### DEFINITIONS APPLICABLE TO ALL COVERS

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

#### **Abroad**

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

#### **Alternative therapies**

Osteopathy, acupuncture, homeopathy, phytotherapy, massage therapist

#### **Assistance company**

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

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

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

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

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

#### **Bodily injury accident**

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

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

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

#### **Closing of airport**

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

#### **Competent medical authority**

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

#### **Contract currency**

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

Claims can be reimbursed in the local Currency:

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

#### **Converted vehicle**

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

#### **Country of residence**

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

### **Country of origin**

Country where your domicile is located.

### **Domicile**

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

### **Emergency dental treatment**

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

### **Epidemic**

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

### **Essentials**

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

### **Europe**

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

### **Events covered during a covered trip**

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

### **Excess**

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

### **Family members**

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

### **Incident**

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

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

Compendium of legislation and regulations governing insurance contracts.

### **Insurer**

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

Hereafter designed by the term “we”

### **Insured Person**



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

#### **Invalidation**

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

#### **Limitation of coverage**

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

#### **Luggage**

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

#### **Material Damage**

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

#### **Maximum amount by event**

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

#### **Medical practice in effect**

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

#### **Natural disaster**

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

#### **Orthopaedic or orthotic devices**

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

#### **Pandemic**

Global spread of disease.

#### **Period of insurance**

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

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

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

#### **Quarantine:**

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

#### **Relative**

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

#### **Serious illness**

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

#### **Spinal fixation apparatuses**

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

#### **Sports: Traditional activities COVERED**

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

#### **Sports: Winter and at-risk activities COVERED**

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

#### **Sports: Dangerous activities NOT COVERED**

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

#### **Stay**

A stay or trip limited to 12 consecutive months.

#### **Subrogation**

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

#### **Third party**

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

#### **Unexpected illness**

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

#### **Valuable objects**

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

#### **We organize**

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

#### **We take care of**

We finance the service.

#### **TERRITORIAL SCOPE OF THE CONTRACT**

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

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

#### **PAYMENT OF THE PREMIUM**

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

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

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

### SUBSCRIPTION TO THE CONTRACT SUBSEQUENT TO THE DATE OF RESERVATION OF THE TRIP OR STAY

Any subscription to this Contract, subsequent to the date of purchase or reservation of the trip, is accepted at any time.

**A waiting period of 8 days, during which no coverage can take effect, will be applicable as of the date of the subscription of the Contract and the coverage will only take effect at the end of this period.**

### EFFECTIVE DATE AND DURATION OF THE CONTRACT

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

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

**Note: This Contract is subscribed for at least 2 days up to a maximum of 12 months. However, before the expiration date of coverage, the Contract may be extended pursuant to terms and conditions identical to those of the initial Contract, subject to the Insurer's agreement and full payment of the corresponding premium.**

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

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

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

#### Contract for a period exceeding 1 month

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

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

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

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

#### Consequences of cancellation

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

### CALCULATION OF INDEMNIFICATION

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

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

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

### INDEMNIFICATION DEADLINE

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

### FALSE DECLARATION

- **Regarding the risk to be covered**

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

- **At the time of the Incident**

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

### PROCEDURES FOR EXAMINING CLAIMS

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

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

**MUTUAIDE ASSISTANCE  
SERVICE QUALITE CLIENTS  
126 RUE DE LA PIAZZA - CS 20010  
93196 NOISY LE GRAND CEDEX**

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

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

2. In the event of disagreement or dissatisfaction regarding the way your contract's assistance coverage is exercised, we recommend that you refer the matter to MUTUAIDE ASSISTANCE, by calling +33 (0)1.55.98.71.63 (call not surcharged, cost according to operator, and may be recorded), or by writing to [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr).

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

**MUTUAIDE ASSISTANCE  
SERVICE QUALITE CLIENTS  
126 RUE DE LA PIAZZA - CS 20010  
93196 NOISY LE GRAND CEDEX**

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

If you still disagree, you may use Insurance Mediation:

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

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

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

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

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

If you still disagree, you may use Insurance Mediation:

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

**The French language is the sole language of reference in the case of litigation**

### DATA COLLECTION

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

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

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

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

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

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

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

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

In that context, the Insured's personal data (or data of parties to the contract, or of those who are involved therein) may be processed by any authorized persons in the Insurer Group's entities who work on prevention of fraud. Such

data may also be transmitted to authorized employees of agencies that are directly working on a fraud (other insurance agencies or intermediaries; judicial authorities, mediators, arbitrators, law officers, ministerial officials; third agencies authorized by virtue of law; and, if applicable, the victims of fraudulent acts or their representatives). In the event of a fraud alert, the data are retained for six (6) months to verify the alert, and are then deleted unless the alert turns out to be relevant. If the alert is relevant, the data are retained for five (5) years after the closing of the file, or up to the closing of the legal proceeding and expiration of the applicable prescription periods. The data of persons registered on a list of putative defrauders are deleted 5 years after the date of the registration.

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

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

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

- by email: at [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)

or

- by letter to the following address: Representative in charge of data protection – MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS 20010 - 93196 NOISY LE GRAND CEDEX

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

### MULTIPLE INSURANCE CONTRACTS

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

### SUBROGATION

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

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

### PRESCRIPTION

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

However, this prescription period commences to run:

- in the event of reticence, omission or false or inaccurate declarations, only as of the date on which any such event is brought to the Insurer's attention;
- in the event of an Incident, only as of the date on which it is brought to the attention of the persons involved, if they can prove that they were unaware of it prior thereto.

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

In accordance with article L. 114-2 of the Insurance Code, this prescription period may be suspended by any of the following ordinary causes of suspension:

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

It is stated that:

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

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

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

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

The prescription period may also be suspended by:

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

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

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

#### THE INSURER'S SUPERVISORY AUTHORITY

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

## DESCRIPTION OF INSURANCE COVERS

### LUGGAGE

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

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

#### LATE DELIVERY OF YOUR LUGGAGE

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

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

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

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

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

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

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

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

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

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

#### WHAT WE DO NOT COVER

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

##### 1) CIRCUMSTANCES NOT COVERED

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



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

## 2) OBJECTS NOT COVERED

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

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

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

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

### WHAT IS THE AMOUNT WE COVER?

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

### HOW IS YOUR INDEMNIFICATION CALCULATED?

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

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

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

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

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

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

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

The claim declaration must contain the following documents:

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

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

### APPEAL

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

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

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

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

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

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

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

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

## LIFE AND DISABILITY INSURANCE

### DEFINITIONS SPECIFIC TO THE « LIFE AND DISABILITY INSURANCE » COVER

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

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

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

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

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

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

#### **Bodily injury**

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

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

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

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

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

#### **Permanent disability**

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

### WHAT IS THE PURPOSE OF COVERAGE?

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

### EXCLUSIONS

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

- ◆ **Injuries intentionally caused or provoked by the Insured; the consequences of his consummated or attempted suicide; and injuries caused by the use of drugs or narcotics that are not medically prescribed;**

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

## TYPES OF INDEMNIFICATION

### **DEATH**

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

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

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

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

### **PERMANENT DISABILITY**

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

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

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

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

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

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

### **MULTIPLE DISABILITIES**

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

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

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

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

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

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

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

### **NECESSARY PROCEDURES AND INFORMATION**

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

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

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

In particular, a claim declaration must indicate:

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

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

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

### **EXAMINATION**

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

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

## **SETTLEMENT OF INDEMNIFICATIONS**

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

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

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

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

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

### **PAYMENT OF INDEMNIFICATION**

The covered indemnifications are payable:

- In the event of death or permanent disability, within one month following remittance of the documents proving the Insured's accidental death and the Beneficiary's capacity, or the parties' agreement regarding the degree of disability.
- If the parties fail to reach an agreement, the indemnifications will be paid within fifteen days after an enforceable decision rendered by a court.

### **IMPOSSIBLE DEPARTURE DUE TO AIRPORT CLOSURE**

The purpose of this coverage is to guarantee the payment of costs that you actually incur and cannot recover, upon documentation thereof, if you are unable to return on the date that was initially planned, following a total or partial closing of the airport of departure or return that was unknown at the time of your departure, due to a natural disaster.

During your Trip, following the impossibility of you returning on the date initially planned, and the change of date by the organizer and/or airline company, we reimburse you, upon documentation thereof, for the accommodation costs (hotel and meals) during the extension of your Stay up to the amount indicated in the Table of Covers. The covers under this contract are also extended under the same conditions within the limit indicated in the Table of Covers.

**This coverage does not cumulate with the « Extension of Stay» cover in the event of assistance.**

### **EXCLUSIONS**

**In addition to the exclusions applicable to all covers, we do not participate in the following circumstances:**

- ◆ **Epidemics, pollution, attacks and acts of terrorism**
- ◆ **The absence of uncertainties**
- ◆ **The consequences of a nuclear incident, civil or foreign war, riot or strike**
- ◆ **A failure on the part of the travel organizer or the airline company**
- ◆ **Negligence on your part**

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

You must declare your claim to ASSUR TRAVEL within fifteen business days after the incident, except in the event of a fortuitous circumstance or a situation of *force majeure*. Thereafter, if our legitimate interests are prejudiced due to a belated declaration, you lose any right to indemnification.

You must transmit to us all of the documents necessary for preparation of your file, and prove the merits and amount of your claim.

In any event, you must provide us with:

- proof of your inability to travel and the specific reasons for such inability,
- documentation of the additional accommodation and meal expenses you have incurred.

## MATERIAL DAMAGE CAUSED DURING THE INTERNSHIP

### DEFINITIONS SPECIFIC TO THE BENEFIT

#### **Claim**

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

#### **Insurance event**

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

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

### WHAT IS THE PURPOSE OF THE BENEFIT?

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

- Material damage caused during the internship

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

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

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

### WHAT IS NOT COVERED

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

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

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

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

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

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

**Documents to provide:**

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



## DESCRIPTION OF ASSISTANCE COVERS

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

### REPATRIATION ASSISTANCE

#### 1/ MEDICAL REPATRIATION AND TRANSPORT

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

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

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

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

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

#### 2/ REPATRIATION OF 2 ACCOMPANYING PERSONS

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

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

#### 3/ VISITE OF A RELATIVE

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

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

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

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

#### 4/ EXTENSION OF STAY

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

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

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

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

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

## 5/ EARLY RETURN

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

We participate in the event of:

- Hospitalization for the serious illness of a member of your family, a person taking care of your minor and/or handicapped child at your home;
- The death of a member of your family, a person taking care of your minor and/or handicapped child at your home;
- A serious incident affecting your principal residence in your country of residence or your professional premises;
- An attack or act of terrorism that occurs in the area of your Stay;
- A natural disaster that occurs in the area of your Stay.

## 6/ COSTS OF SEARCH AND RESCUE

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

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

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

## **MEDICAL AND HOSPITALIZATION EXPENSES, INCLUDING IN CASE OF PANEMIC/EPIDEMIC**

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

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

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

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

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

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

This reimbursement covers the expenses that are defined below, on the condition that they are for medical care you receive outside of your country of residence, following an illness or injury that occurs outside of your country of residence. In that event, we reimburse the amount of incurred expenses within the limits of the amounts indicated in the Table of Covers.

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

- ✓ Medical fees;
- ✓ Medications prescribed by a physician or surgeon;
- ✓ Costs of hospitalization, on the condition that you are deemed unfit for transport by our physicians, after receipt of information from your local physician (the costs of hospitalization incurred from the date on which we are able to repatriate you are not covered);
- ✓ In general, any medical or surgical procedure related to your pathology;

- ✓ The costs of your transport to the nearest hospital if you are physically unable to use public transportation and if they are prescribed by a doctor;
- ✓ The costs of emergency dental care;
- ✓ The costs of physical therapy by a physician up to the amount specified in the Table of Covers;
- ✓ The costs of chiropractic treatment up to the amount specified in the Table of Covers;
- ✓ The costs of alternative medicine as specified in the table of Covers.

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

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

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

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

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

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

**If you fail to promptly take those steps with the insurance agencies, or to promptly provide MUTUAIDE ASSISTANCE with the certificate of no-coverage issued by the insurance agencies, you will not in any circumstance be entitled to the « medical expenses» benefit, and you will be required to reimburse all of the hospitalization expenses advanced by MUTUAIDE ASSISTANCE, which, if necessary, may take any action to obtain payment at your expense.**

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

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

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

OR

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

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

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

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

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

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

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

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

- ✓ General Practitioners and Specialists visits,
- ✓ Pharmacy and nursing costs prescribed by a registered doctor or a surgeon,
- ✓ Medical and surgical hospitalisation costs, including medical and surgical fees and, generally, any medical or surgical treatment linked to your pathology,
- ✓ The cost of ambulances or taxis prescribed by a doctor,

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

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

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

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

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

- they are prescribed and performed by a competent medical authority;
- they are deemed by said authority to be medically appropriate and indispensable for treating the pathology, in both the quantity and quality thereof;
- they are in conformity with the applicable medical practices as defined in the « DEFINITIONS APPLICABLE TO ALL COVERS » rubric;

- they are rendered at a reasonable cost that is customarily charged for the particular medical treatment in the country where such procedures are performed, with it being specified that, upon request, the manager may provide the costs of reference per country;
- they are performed in priority in the public or government-funded sector when such sectors exist in your country of residence, and are not excluded from the contract;
- the covers taken into account in calculation of the reimbursements are those in effect on the date on which the medical treatment is performed by a medical professional.

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

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

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

- ASSUR TRAVEL subscription number and contract number,
- Bank identification statement (only for the 1<sup>st</sup> request for reimbursement) or an eventual procuration,
- Original or digitized invoices for paid medical treatments and the corresponding proofs of payments,
- Original or digitized medical prescriptions,
- The medical claim form duly completed, signed and stamped by the doctor, including any medical reports (hospitalisation reports, Specialists visits reports, analyses),
- In case of medical treatment in France: original treatment forms (CERFA documents) and/or medical invoiced paid with the payment receipts or failing the corresponding Social security slips.

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

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

For an advance of hospitalization expenses, contact MUTUAIDE ASSISTANCE as soon as possible at 01.55.98.71.63.

## DEATH ASSISTANCE

### **1/ REPATRIATION OF BODY**

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

In this context, we cover:

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

### **2/ DEATH FORMALITIES**

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

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

## LEGAL ASSISTANCE

### 1/ ADVANCE OF CRIMINAL PENALTIES

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

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

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

### 2/ PAYMENT OF LAWYER'S FEES

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

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

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

## « UNFORESEEN EVENTS » ASSISTANCE

### 1/ SHIPMENT OF MEDICATIONS ABROAD

During your Stay, you do not have the medications necessary for your health due to a loss or theft thereof. We cover the search for and shipment of such medications if they, or their equivalents recommended by our medical advisor, cannot be found on the site (subject to us receiving the identification data of your regular physician).

We ship the medications by the most rapid means available, subject to the local and French legal constraints.

**The customs duties and the purchase price of medications remain your responsibility.**

### 2/ SHIPMENT OF PROSTHESES ABROAD

During your Stay, you are unable to procure spectacles, contact lenses or hearing prostheses following the loss or breakage of those that you habitually wear. We cover the shipment of said prostheses (subject to us receiving the prostheses' complete characteristics and the identification data of your regular ophthalmologist or prosthetic technician).

We ship the prostheses by the most rapid means available, subject to the French and local legal constraints.

**The customs duties and the costs of the design of spectacles, lens or hearing prostheses remain your responsibility.**

### 3/ ADVANCE OF FUNDS (only in foreign countries)

During your Stay, your means of payment have been lost or stolen.

Subject to a certificate of theft or loss issued by the local authorities, we may grant you an advance up to the amount indicated in the Table of Covers, against an acknowledgement of debt provided to the Insurer.

This advance is to be repaid to the Insurer within 30 days following provision of the funds.

**In the absence of payment, we reserve the right to initiate any legal proceedings that may be necessary to obtain payment.**

#### 4/ REPLACEMENT OF IDENTIFICATION DOCUMENTS

During your Stay, your official documents have been lost or stolen.

We cover the costs for the replacement of passports, identity cards, drivers' licenses up to the amount indicated in the Table of Covers, on the condition that you have immediately filed a complaint with the nearest police authorities and have made a declaration to the French Embassy or the nearest Consulate, against a receipt as proof thereof.

### SUPPLEMENTARY ASSISTANCE

#### 1/ TRANSMISSION OF URGENT MESSAGES, TRANSLATION SERVICE

You are unable to contact a person in your country of residence. We transmit your message if you are unable to do so.

Transmitted messages cannot be of a serious or sensitive nature. They remain under the responsibility of their authors, whose identification must be possible, and have a binding effect only on them. We do not act as an intermediary in the transmission of messages.

In the event of an emergency, we may assist you in the translation of short messages. We remind you that the use of such service must remain occasional. Upon your request, we may put you in contact with a professional translator.

**The translation costs remain your responsibility.**

#### 2/ PSYCHOLOGICAL SUPPORT

In the case of a significant trauma following a covered event, upon your request, we may put you in contact with a psychologist by telephone, within the limit indicated in the Table of Covers.

These telephone conversations are completely confidential.

This listening work is not to be confused with psychotherapy carried out by an independent practitioner. Due to the caller's physical absence, this service is not in any circumstance a substitute for psychotherapy.

#### 3/ TAXI FARES FOLLOWING AN ACCIDENT

In the event of an accident, and subject to a medical prescription, we may cover your two-way taxi fares from the place where you are staying to the place where you are studying or training.

### ASSISTANCE IN CASE OF AN EPIDEMIC OR PANDEMIC

#### 1/ IMPOSSIBLE PLANNED RETURN

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

If you are forced to extend your stay, we will organize and take in charge the hotel expenses (room and breakfast) as well as those of the members of your beneficiary family or an insured accompanying person, up to a maximum of 80 € including tax per night for a maximum of 14 nights per person.

We organize and take care of your repatriation to your home, within the limit of from 1.000 € including taxes maximum per person.

## 2/ ACCOMMODATION FEES IN CASE OF QUARANTINE

If you have to extend your stay following your quarantine, we will organize and pay the hotel expenses (room and breakfast) as well as those of your beneficiary family members or an insured accompanying person, up to a maximum of 80 € per night with a maximum of 14 nights by person.

## 3/ SUPPORT FOR A LOCAL PHONE PLAN

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

## 4/ PSYCHOLOGICAL SUPPORT FOLLOWING A QUARANTINE PERIOD OR REPATRIATION

In the event of significant trauma following an event related to an epidemic or pandemic, we can put you, at your request, in relation with a psychologist, within the limit of 6 phone interviews per event. These interviews are entirely confidential. This work of listening is not to be confused with the psychotherapeutic work done in private practice. In no case, due to the physical absence of the caller, this service can replace psychotherapy.

## 5/ BACKUP BAGGAGE

If you no longer have enough usable personal belongings at your disposal due to your quarantine or hospitalization in the event of an epidemic or pandemic, we will pay, upon presentation of the invoices, for basic necessities up to a maximum of €100 (including tax) per person and €350 (including tax) maximum per family.

## 6/ DOMESTIC HELP

Following your repatriation by MUTUAIDE ASSISTANCE following an illness related to an epidemic or pandemic, you cannot carry out the usual household chores yourself, we look for, assign and pay for a household helper, within the limit of a maximum of 15 hours spread over 4 weeks.

## 7/ HOME DELIVERY OF GROCERY ITEMS

Following your repatriation by MUTUAIDE ASSISTANCE following an illness related to an epidemic or pandemic you are unable to leave your home, we organize and pay, within the limits of local availability, the delivery costs of your groceries within a maximum of 15 days and 1 delivery per week.

## **EXCLUSIONS APPLICABLE TO ASSISTANCE COVERS**

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

- ◆ **Care:**
  - **Not medically prescribed,**
  - **Not performed by a relevant medical authority as defined in the Lexicon,**
  - **Inappropriate for the pathology,**
- ◆ **Claims due to a non-covered event,**
- ◆ **Trips for the purpose of a diagnosis and/or treatment,**
- ◆ **Medical and hospitalization expenses in the country of residence.**
- ◆ **Illnesses existing prior to the effective date of the contract – any ailment of which the Subscriber or the Insured is aware on the date on which the covers take effect,**
- ◆ **Illnesses for which the Insured received treatment during the preceding 12 months, if they are not cured on the effective date of the contract, except for allergies that remain covered in the event of a relapse,**



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

- ◆ Preventive treatments not consecutive to a covered event,
- ◆ Treatment of insomnia,
- ◆ Vasectomy,
- ◆ Medical practice and treatments that fall into the area of research or experimentation or are not recognized as usual medical practices.

## EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS

We do not participate in the following circumstances:

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

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

## DEFINITIONS

### **Bodily injury**

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

### **Physical damage**

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

### **Consecutive consequential loss**

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

### **Injurious event**

An event that constitutes the cause of damage.

### **Absolute excess**

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

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

### **Accidental pollution**

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

### **Claim**

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

### **Civil liability**

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

### **Incident**

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

### **Third party**

Any person other than the Insured.

### **Terrestrial motor vehicle**

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

## 1. PURPOSE OF COVERAGE

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

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

## Defence

### a. Conducting of lawsuits

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

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

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

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

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

### b. Settlement

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

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

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

## 2. EXCLUSIONS

Excluded from coverage are:

- ◆ The consequences of the Insured's intentional misconduct.
- ◆ Damage caused by civil or foreign wars, whether or not declared, riots, mass demonstrations, acts of terrorism, attacks or sabotage.
- ◆ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters.
- ◆ Damage rendered inevitable by the Insured's voluntary act, which deprives the insurance contract of its aleatory character covering uncertain events (article 1964 of the Civil Code)
- ◆ Fines or any other criminal sanctions inflicted personally on the Insured.
- ◆ Damage or aggravation of damage caused by:
  - Weapons or devices intended to explode through modification of the structure of the atom's nucleus,
  - Any nuclear fuels or radioactive products or waste
  - Any sources of ionizing radiation (particularly any radioisotopes).
- ◆ The consequences of asbestos or lead present in buildings or structures owned or occupied by the Insured; work related to the search, destruction or neutralization of asbestos or lead; or the use of products containing asbestos or lead.
- ◆ The consequences of contractual commitments accepted by the Insured, the effect of which aggravate the liability that would have been incumbent on him/her if said commitments had not been made.
- ◆ In the United States and Canada:
  - Punitive or exemplary damages
  - Pollution damage.
- ◆ Damage defined in article L. 211-1 of the Insurance Code regarding mandatory insurance covering damage caused by terrestrial motor vehicles or their trailers or semi-trailers, that the Insured owns or uses, or which is put under his/her care, (including damage imputable to, or caused by the falling of, accessories and products that serve utilization of the vehicle, as well as the objects and substances that it carries).

- ◆ Consecutive physical damage and consequential loss caused by a fire, explosion or flooding in buildings that the Insured owns, lets or occupies.
- ◆ Thefts committed in buildings cited in the aforesaid exclusion.
- ◆ Consecutive physical damage (other than damage specified in the preceding exclusions) and consequential loss caused to assets that are under the Insured's care or which the Insurer uses or stores.
- ◆ The consequences of aerial, maritime, river or lake navigation by means of equipment that the Insured owns or uses, or are under his/her care.
- ◆ Damage caused by weapons or their ammunition, the possession of which is prohibited, and which the Insured possesses or holds without a prefectural authorization.
- ◆ Damage subject to mandatory insurance and resulting from hunting.
- ◆ Damage caused by animals other than pets.
- ◆ Damage caused by dogs of the first category (attack dogs) and the second category (watchdogs and defence dogs), defined in article 211-1 of the Rural Code, and by animals that are wild, tamed or kept in captivity, indicated in article 212-1 of the Rural Code, whether or not stray, that the Insured owns or which are put under his/her care (Act n° 99-5 of 6 January 1999 regarding dangerous and stray animals and the protection of animals).
- ◆ The consequences of:
  - The organization of sports competitions;
  - Participation in sports as a holder of a license of a sports federation;
  - Participation in aerial or nautical sports.

### 3. PERIOD OF COVERAGE

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

### 4. AMOUNT OF COVERAGE

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

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

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

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

### 6. LEGAL INFORMATION

#### **INSURER**

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

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

#### **PROCESSING OF CLAIMS**

In the event of difficulty, the Subscriber consults with the Broker through which the contract is subscribed.

If its response is not satisfactory, the Subscriber may submit his/her claim to Special Line Group's « Claims» department:

- By post:

**Special Lines Group  
Claim Department**

**6-8 rue Jean Jaurès  
92800 PUTEAUX**

- By email: [reclamations@groupepeciallines.fr](mailto:reclamations@groupepeciallines.fr)

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

- By post:

**Groupama Rhône-Alpes Auvergne  
Consumer Department  
TSA 70019 – 69252 LYON CEDEX 09**

- By email: [Service-consommateurs@groupama-ra.com](mailto:Service-consommateurs@groupama-ra.com)

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

- By post:

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

- By internet on the [www.mediation-assurance.org](http://www.mediation-assurance.org) site

#### **SUPERVISORY AUTHORITY**

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