



CAP ASSISTANCE 24/7

POLICY N° 078 664 167



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

APPENDIX TO ARTICLE A. 112-1

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

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

- you took out this contract for non-occupational reasons;
- this contract is supplementary to purchase of a product or of a service sold by a supplier;
- you produce evidence that you are already covered for one of the losses covered by this new contract;
- the contract you wish to cancel has not been fully executed;
- you have not declared/claimed for any loss covered by the contract. In this situation, you can exercise your right to cancel this contract by letter or any other durable medium sent to the insurer of the new contract, together with a document proving that you already have cover for one of the risks covered by the new contract. The insurer must reimburse you the premium paid within thirty days of cancellation. If you wish to cancel your contract but do not meet all the above conditions, please check the cancellation procedure stipulated in your contract.

ADDITIONAL INFORMATION:

The cancellation letter (a template of which is provided below) used to exercise this right must be sent by letter, or any other durable medium, to Chapka Assurances, 54-56 rue Laffitte, 75009 Paris:

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

CONSEQUENCES OF CANCELLATION:

Exercising the cancellation right within the aforementioned period of time results in the cancellation of the contract on the date on which the letter (or any other sustainable medium) is received. You cannot exercise this cancellation right if you are aware of any circumstances entailing a claim under the contract.

In the event of cancellation, you will only be liable for payment of the part of the premium or contribution for the period

during which the risk was covered; this period continues until the date of cancellation.

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

PROVISIONS COMMON TO ALL COVER PACKAGES

DEFINITIONS

UNCERTAIN EVENT OR UNCERTAINTY

An unintentional, unforeseeable, unstoppable, and external event.

SUBSCRIBERS

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

Allianz IARD, hereinafter referred to as «us», whose registered office is:



Allianz IARD

1, cours Michelet

CS 30051

92076 Paris La Défense Cedex

TERROR ATTACK / ACTS OF TERRORISM

This means any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously.

Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français)

NATURAL DISASTERS

This means abnormal intensity of a natural element not arising from human intervention.

INSURANCE CODE

The French Insurance Code (Code des Assurances) is the collection of legislative and regulatory texts that govern the insurance contract.

FORFEITURE

Loss of right to Cover for the Loss/Claim in question.

HOME OR DOMICILE

The term "home" or "domicile" means your place of main and usual residence.

DROM POM COM

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

TRANSPORT FIRM

The term «transport firm» means any company duly approved by the public authorities for carrying passengers.

EUROPE

«Europe» means the countries in the European Union, Switzerland, Norway, or the Principality of Monaco.

EPIDEMIC

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

EXCESS

Portion of the compensation that remains to be borne by you.

EVENT

A set of events of risk having the same technical cause is considered a single proximate cause.

FRANCE

"France" means the European territory of France (including the islands in the Atlantic Ocean, the English Channel and the Mediterranean Sea), as well as the DROM POM COM (as the "DOM TOM" - the French overseas territories and possessions - have been renamed since the constitutional reform of 17 March 2003).

INSURANCE CLAIMS MANAGER



GS - Sinistres Chapka

2, rue de Gourville
45911 ORLÉANS CEDEX 9

ASSISTANCE CLAIMS MANAGER



Mondial Assistance

Service clientèle
7 Rue Dora Maar
93400 Saint-Ouen Cedex

STRIKE

Concerted collective action consisting in the employees of a firm, of an economic sector, or of a professional category ceasing to work in order to give weight to their claims.

MEDICAL EXPENSES

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

HOSPITALISATION

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

CIVIL WAR

The term «Civil War» means armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or coup d'état, and any application of martial law or border closure ordered by the authorities of the country in question.

WAR WITH A FOREIGN POWER

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

SICKNESS OR ILLNESS OR DISEASE / ACCIDENT

A degradation in health established by a medical authority, requiring medical treatment, and absolute interruption of any occupational or other activity.

MEMBER OF THE FAMILY

"Member of the family" means any person who can evidence they are related to the insured person in de jure or in de facto manner.

POLLUTION

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

USUAL RESIDENCE

The "usual residence" of the subscriber means their residence for tax purposes.

(CLAIMABLE) LOSS OR LOSS EVENT OR CLAIM

Event liable to result in application of cover of the contract.

POLICYHOLDER

The natural or juristic person who takes out the insurance contract.

SUBROGATION

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

THIRD PARTY

Any person other than the Insured Person who is responsible for the damage, injury or loss.

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

PRIMARY TRANSPORT

Transportation of the Subscriber from the place of feeling unwell to the care facility.

LUGGAGE: INSURED ITEMS

Luggage and its contents, including personal belongings and valuables, belonging to the Subscriber, taken for the trip and/or acquired during the trip.

PERSONAL BELONGINGS

Camera, camcorder, PDA, portable games console, multimedia player, laptop computer. Only personal objects whose purchase date is within the last 3 years.

PRECIOUS OBJECTS

Jewellery, watches, furs.

WEAR AND TEAR (OBsolescence)

Loss in value of an item due to wear and tear, usage or conditions of upkeep on the day of the Claim. Unless otherwise specified in the contract, Obsolescence calculated for the compensation payout is 1 % per month, capped at 50 % of the initial purchase price.

WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?

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

WHAT PERIOD DOES THE CONTRACT COVER?

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

Under no circumstances may the term of the cover exceed 90 days as from the day of departure on the trip.

"CANCELLATION", "OUTWARD JOURNEY IMPOSSIBLE" and "MISSED PLANE" types of cover take effect on the date this contract is taken out and expire on the day of departure (outward journey).

The other types of cover take effect on the scheduled day of departure and expire on the scheduled day of return.

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?

We cannot intervene when your cover, service, or benefit claims are consequences of damage, injury, or loss resulting from:

- epidemics, natural disasters, and pollution;
- consequences and/or events resulting from: civil war or war with a foreign power, riots, or civil unrest, pursuant to Article L121-8 of the French Insurance Code;
- consequences and/or events resulting from: a strike;
- consequences and/or events resulting from: a terror attack/act of terrorism;
- the consequences of the voluntary participation by the Subscriber, and people travelling with the Subscriber and insured under this contract, in a crime, offence, riot or strike other than in situations of self-defence;
- deliberate failure to comply with regulations in the country visited;
- improper use of a drug or the use of narcotics that have not been prescribed medically, as judged by a competent medical authority;
- damage resulting from the consumption of alcohol by the Subscriber, and people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family, characterised by the presence in the blood of a level of pure alcohol equal to or greater than the legal limit permitted for drinking and driving set by the regulations of the country visited;
- accidents/damage and their consequences caused or

provoked deliberately by the Subscriber, and people travelling with the Subscriber and insured under

this contract, as well as the Subscriber's family;

- the practice of any sport professionally;
- participation in endurance or speed trials on board any motorised land, water or air engine;
- participation as a competitor in any competition or event organised by a sports federation or association;
- failure to comply with safety rules brought to the attention of the Subscriber, and people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family, regarding the practice of sports activities;

as the Subscriber's family, regarding the practice of sports activities;

the Subscriber's family;

- absence of fortuitous event;

- insured goods and/or activities when the insurer is prohibited from providing an insurance contract or service due to a sanction, restriction or prohibition

provided for by agreements, laws or payments, including any decided by the United Nations Security Council, the Council of the European Union or by any

other applicable national law;

- insured property and/or insured activities when they are subject to any sanctions, restrictions, total or partial embargoes or bans provided for by agreements, laws, or regulations, including those decided by the United Nations Security Council, by the Council of the European Union, or by any other applicable national law. It is understood that this provision only applies if the insurance contract, the insured goods and/or activities fall within the scope of the restrictive sanctions, total or partial embargo or prohibition.

HOW IS YOUR COMPENSATION CALCULATED?

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

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

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

MULTIPLE INSURANCE CONTRACTS

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

Within these limits, the Subscriber may use the insurer of its choice. When more than one insurance policy is taken out wilfully or fraudulently, the sanctions stipulated in the French Insurance Code apply (voidance of the contract and damages & interest).

WITHIN WHAT TIME LIMIT WILL YOU RECEIVE THE COMPENSATION?

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

WHAT IS THE PROCEDURE FOR EXAMINATION OF COMPLAINTS?

Should you encounter difficulties, you should firstly consult your usual contact at : Chapka Assurances - 54-56, rue Lafitte -75009 Paris.

If you are not satisfied with the answer you are given, you should e-mail clients@allianz.fr or write to Allianz Relation Clients :



Allianz

Relations Clients (Customer Relations)

Case Courrier S1803

1 cours Michelet

CS 30051

92076 Paris La Défense Cedex

Email : clients@allianz.fr

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

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

AUTHORITY IN CHARGE OF OVERSEEING THE INSURANCE COMPANY



L'Autorité de Contrôle Prudentiel Oversight and Resolution Authority

61 rue Taitbout

75436 PARIS CEDEX 09

INFORMING THE POLICYHOLDER ABOUT THE PROVISIONS OF THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTES-CNIL (FRENCH DATA PROTECTION COMMISSION)

You are hereby informed that the information we gather is processed in order to process this application and our business relationship. Some of this processing may be performed by service providers both within and outside Europe. Unless you object, your data may also be used by your broker, whose contact details appear in this document, for prospecting purposes for the insurance products that your broker distributes.

In accordance with the French data protection law («loi informatique et libertés») of 6 January 1978, as amended by the law of 6 August 2004, you are entitled to access, amend, rectify, delete, and object to the data that concerns you by sending a written request to your broker.

Under our risk control and anti-fraud policy, we reserve the right to check all your information, and where appropriate, to refer the matter to the competent authorities in accordance with current regulations.

SUBROGATION

As provided for by article L121-12 of the Insurance Code, the Insurer is subrogated within the limits of the compensation it pays out, in the rights and actions of the Policyholder against third parties liable for the claim.

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

CONSUMERS' RIGHT TO OBJECT TO TELEPHONE MARKETING

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

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

WHAT IS THE TIME LIMIT FOR TAKING ACTION?

The provisions relating to the time limit within which action deriving from the insurance contract may be taken are laid down by Articles L 114-1 to L 114-3 of the French Insurance Code (Code des assurances), these articles being reproduced below:

(ARTICLE L 114-1 OF THE FRENCH INSURANCE CODE:

Any actions deriving from an insurance contract may be taken only within two years as from the event from which the actions stem.

However, this time limit starts running:

1. In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk run, only from the date on which the Insurer became aware of the said risk;
2. In the event of an insurance loss, only from the date on which the interested parties became aware of it, if they prove they were unaware of it prior to that date.

When the action by the Insured Person against the Insurer is caused by recourse by a third party, the time limit for action starts running only from the date on which the third party takes legal action against the Insured Person or has received compensation from the Insured Person.

The time limit for action is increased to 10 years in life assurance contracts when the beneficiary is a person distinct from the Policyholder, and, in insurance contracts for personal accidents, when the beneficiaries are the assigns of the deceased Insured Person.

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

To find out about any updating of the above-mentioned provisions, we would urge you to consult the official website: www.legifrance.gouv.fr

ARTICLE L 114-2 OF THE FRENCH INSURANCE CODE:

The time limit for action may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of appraisers after a loss. Interruption in the time limit for action may also result from a registered letter with acknowledgement of receipt being sent by the Insurer to the Insured Person for obtaining payment of the premium, and by the Insured Person to the Insurer for obtaining payment of compensation.

ARTICLE L 114-3 OF THE FRENCH INSURANCE CODE:

Departing from Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by

common accord, either change the length of the time limit for action, or add causes for suspension or interruption thereof.

ADDITIONAL INFORMATION:

The ordinary causes for interruption of the time limit for action 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, these articles being 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 time limit for action.

Article 2241 of the French Civil Code:

Instigating legal proceedings, even summary proceedings, interrupts the time limit for action and the time limit beyond which rights lapse.

The same applies when the matter is brought before an incompetent jurisdiction, or when the deed of referral to the jurisdiction is cancelled through procedural irregularity.

Article 2242 of the French Civil Code:

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

Article 2243 of the French Civil Code:

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

Article 2244 of the French Civil Code:

The time limit for action or the time limit after which rights lapse is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures (Code des procédures civiles d'exécution), or by an enforcement being ordered.

Article 2245 of the French Civil Code:

One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all of the others, even against their heirs.

Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the time limit for action with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the time limit for action with regard to the other co-obligees only for the share for which that heir is liable.

In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all of the heirs of the deceased obligee, or all of the heirs need to recognise the right;

Article 2246 of the French Civil Code:

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

COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

The pre-contractual and contractual relations are governed by French law, principally the Insurance Code. Any legal proceedings relative to this policy come under the sole jurisdiction of the French courts. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes between you and us.

SANCTIONS IN THE EVENT OF FALSE DECLARATION

Any intentional false statement, omission or inaccurate statement of the circumstances of the risk incurs penalties provided for by the French Insurance Code: Nullity of your contract in the event of intentional false statement (article L. 113-8 of the Insurance Code); If it cannot be established that the false statement - made prior to a loss event - is intentional, the contribution (premium) is increased or the contract is cancelled (article L. 113-9 of the Insurance Code); If it cannot be established that the false statement - made after a loss event - is intentional, your amount of compensation is reduced by the difference between the sum actually paid and the sum that would have been paid had the statement been true (article L. 113-9 of the Insurance Code).

LANGUAGE USED

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

ANTI-MONEY-LAUNDERING

The controls that we are legally required to conduct in respect of money laundering and the funding of terrorism, particularly with regards to cross-border capital transfers, may require us to ask you at any time for explanations or supporting documents, even in connection with the purchase of the insured goods. Pursuant to the French Data Protection Law («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)].

WHAT LIMITATIONS ARE APPLICABLE IN CASES OF FORCE MAJEURE?

We cannot be held liable for defaulting on performance of Assistance services or benefits when such defaulting results from cases of force majeure or from the following events: civil war or war with a foreign power, well-known political instability, civil unrest, riots, acts of terrorism, reprisals, restriction on free movement of people and of goods, strikes, explosions, natural disasters, and disintegration of atomic nuclei, and nor can we be held liable for delays in performing services or benefits when such delays result from the same causes.

REPATRIATION ASSISTANCE

TAKING OF EFFECT

on the scheduled day of departure – at the place to report to that is indicated by the organizer

COVER EXPIRES

on the scheduled day of return (at the place from which the group disperses)

If you find yourself in one of the situations mentioned below, we implement the services described, pursuant to the general and specific provisions of the present contract, merely on receiving a telephone call (reverse charge call (collect call) accepted from abroad), a telex, a fax, or a telegram.

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

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

WHAT DO WE COVER?

REPATRIATION OR MEDICAL TRANSPORT

If you become ill or are injured and your state of health requires you to be transferred, we organise and bear the cost of repatriating you to your home or to the hospital closest to your home and that is appropriate to your state of health.

Depending on the seriousness of the case, the repatriation or the transport takes place under medical supervision, if necessary, by the most appropriate of the following means:

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

ACCOMPANIMENT DURING THE REPATRIATION OR MEDICAL TRANSPORT

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

PRESENCE IN THE EVENT OF HOSPITALISATION

If you are hospitalised and your state of health prevents you from being repatriated before 7 days have elapsed, we organise and bear the costs of transporting a member of your family or a designated person who was not travelling with you and is in your home country in order for them to visit you.

We also bear the costs of hotel accommodation for that person up to the amount indicated in the table of the amounts of cover.

EXTENDED HOTEL STAY

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

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

HOTEL EXPENSES

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

- You are hospitalised in a city different from the city indicated on your enrolment form.
- You die and one of your companions wishes to remain with the body for the time it takes to accomplish the administrative formalities.

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

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

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

We also, under the same conditions, bear the costs of minor dental treatment up to the amount indicated in the table of the amounts of cover.

An excess indicated in the table of the amounts of cover is deducted per event and per insured person (except for dental treatment).

TRANSPORT OF THE BODY IN THE EVENT OF DEATH

We organise and bear the cost of transporting the body from the place at which it is placed in the coffin, in Metropolitan France or abroad, to the place of burial in your home country.

We also bear the costs of the ancillary expenses necessary for the transport, including the cost of the coffin, and enabling the transport to take place, up to the amount indicated in the table of the amounts of cover.

The costs for the ceremony, ancillaries, burial, or cremation in your home country remain incumbent on the families.

We organise and bear the additional costs of transporting members of your family who are insured or a person who is insured under the present contract and who is/are accompanying you,

if the tickets purchased for their return to your home country cannot be used due to this repatriation.

EARLY RETURN

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

We intervene under the following circumstances:

- serious illness, serious accident leading to hospitalisation or death of a member of your family, of the person replacing you at work, of the person looking after your children who are minors or a disabled person living under your roof, of the legal guardian, or of a person usually living under your roof;
- serious property damage making it absolutely necessary for you to be present and affecting your home or your business premises following a burglary, a fire, or water damage.
- natural catastrophe or terror attack within a maximum time limit of 72 hours and within a radius of 50 km around the place where the member of staff is staying. If you wish to terminate their assignment early, we organise and bear the cost of their return by train in first class or by plane in economy class from the place of the assignment to your home, and we bear the costs of taxis from their place of assignment to the station or airport of departure, and from the station or airport of arrival to your home.

PAYMENT OF SEARCH OR RESCUE EXPENSES

We bear, up to the amount indicated in the table of the amounts of cover, the costs of sea or mountain search and rescue following an event endangering your life.

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

RETURN OF CHILDREN AGED UNDER 15 YEARS

If you are sick or injured and if nobody can take care of your children who are aged under 15 who are with you, we organise and bear the costs of the Outward and Homeward journeys for a person of your choice or for one of our hostesses to take them back to your home or to the home of a member of your family in your home country.

SENDING OUT MEDICINES ABROAD

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

The cost of the medicines remains borne by you under all circumstances.

ADVANCE OF MEDICAL EXPENSES

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

ADVANCE OF FUNDS ABROAD

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

PASSING ON MESSAGES

We handle passing on any messages for you when you cannot be reached directly, e.g. in the event of hospitalisation.

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

REPLACEMENT DRIVER

If your state of health does not enable you to drive your vehicle home to your home in your home country, we make available to you a replacement driver for a maximum of 3 days for driving your vehicle home by the most direct route (fuel, toll, parking, and restaurant expenses remaining to be borne by you).

REPLACEMENT VEHICLE

In the event of accident, fire, or theft of your personal vehicle during your trip, we reimburse to you the costs of hiring an equivalent replacement vehicle for 4 days.

This cover is granted subject to the Insured Person evidencing the reality of the loss.

CONTINUATION OF YOUR BUSINESS ASSIGNMENT

Following your repatriation or your medical transport, interrupting your business assignment, we organise and bear the additional cost of transporting you back to the place of your interrupted initial assignment once your state of health makes that possible.

PSYCHOLOGICAL ASSISTANCE

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

YOU NEED LEGAL AID ABROAD

a) Payment of fees

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

b) Advance of bail bond

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

That advance must be reimbursed within a time limit of one month following the request for reimbursement that we send you.

If the bail bond is reimbursed before the end of that time limit by the authorities of the country, it should be paid back to us immediately.

ASSISTANCE AT HOME

When, during your trip, you suffer an illness or an accident leading to your emergency hospitalisation for more than 48 hours and to your repatriation, we make supplementary services and benefits available to you, subject to you requesting them of us within fifteen days following your return home.

These services are provided only in France from Monday to Saturday (excluding bank holidays) between 8:00 a.m. and 7:00 p.m. provided you contact us the previous evening no later than 7:00 p.m.

We offer the following services:

DOMESTIC HELP

If you cannot do the usual chores yourself, we will look for, assign, and bear the cost of a home help, up to the limit of the length of time set in the table of the amounts of cover and of excesses, distributed over 4 weeks.

CHILD MINDER

If you have children below 16 years at home:

- subject to local availability, we organise and cover the cost of minding them at your home between 7:00 a.m. and 7:00 p.m. for the duration set in the table of the amounts of cover and excesses.

If no relative can make himself/herself available, the person in charge of minding your children may drive them to school or to the creche and fetch them home;

- or we provide an outward/homeward ticket (train or plane) to one of your relatives residing in your home country, so that he/she can come to your home and take care of the children;

- or else we make available to your children a round-trip ticket (train or plane) in order to enable them to go to the home of one of your relatives living in your home country. They will be accompanied on the journey by a hostess assigned by us to accompany them.

ACADEMIC SUPPORT FOR YOUR CHILD AGED UNDER 10 YEARS

Following an accident or illness, if your child aged under 10

years is immobilised for a period of more than 15 consecutive days resulting in absence from school for the same duration, we organise and cover the fees for special tuition with a coach subject to local availability for up to 15 hours a week for a maximum of one month.

Our cover applies as of the first month of immobility, and during the school year in progress for children at primary and secondary schools.

PET-SITTING FOR COMPANION ANIMALS

If you are unable to keep your pets:

- subject to local availability, we organise and cover pet-sitting expenses for the duration set in the table of the amounts of cover.

WHAT ARE THE EXCLUSIONS SPECIFIC TO PERSONAL ASSISTANCE?

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

In addition to the exclusions appearing in the chapter «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES», we do not cover:

- convalescence and illness or accidents that are being treated and that are not consolidated at the date of the start of the trip;
- pre-existing illnesses diagnosed and/or treated and that have required hospitalisation within the six months prior to the request for assistance;
- trips taken for diagnosis and/or treatment purposes;
- pregnancies except when unforeseeable complications occur, and in any event pregnancies as from the 32nd week of pregnancy;
- states resulting from absorbing alcohol, using drugs, narcotics and like products that are not medically prescribed;
- the consequences of attempted suicide.

For the cover for medical, surgical, pharmaceutical, or hospitalisation expenses abroad:

- the costs consequent upon an accident or an illness established medically before the cover comes into effect, unless an established and unforeseeable complication occurs;
- the costs generated by treatment of a pathological, physiological, or physical state established medically before the cover comes into effect, unless an established and unforeseeable complication occurs;
- the costs of internal prostheses or aids, be they optical, dental, acoustic, functional, aesthetic or of other types, the costs incurred in your home country, regardless of whether or not they are consequent upon an accident or an illness occurring in your home country or elsewhere;
- spa and rest home expenses, and physiotherapy expenses;
- expenses incurred without our prior approval;
- the consequences of intentionally not complying with the regulations of the countries visited, or of doing activities prohibited by the authorities of those countries.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

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



Contract n° 540 007

BY TELEPHONE

From France : 01.42.99.64.80

From abroad : 33.1.42.99.64.80

Preceded by the local international call prefix

and obtain prior approval from us prior to incurring any expense, including medical expenses.

For any request for reimbursement, you should:

- send us the duly filled-in claim form (declaration of loss) accompanied by the documentary evidence relating to your request for reimbursement.

When we have organised your transport or your repatriation, you should hand over to us the initial tickets, since those tickets then become our property.



BAGGAGES

TAKING OF EFFECT

on the scheduled day of departure – at the place to report to that is indicated by the organizer

COVER EXPIRES

on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

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

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

LATE DELIVERY OF YOUR BAGGAGE

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

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

COSTS OF REDOING YOUR IDENTITY DOCUMENTS

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

WHAT ARE THE LIMITATIONS ON OUR COVER?

For precious objects, pearls, jewellery, and watches being worn, furs and for any instrument for reproducing sound and/or image and accessories of such instruments, shotguns, and laptop computers, **the reimbursement value may, under no circumstances, exceed 50% of the amount indicated in the table of the amounts of cover.**

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

- Theft of jewellery is covered ONLY when the jewellery is placed in a safe or while it is being worn by you.
- Theft of any instrument for reproducing sound and/or image and accessories of such instruments is covered ONLY when they are placed in a safe or while they are being carried by you.

If you are using a private motor car, the theft risks are covered provided that the baggage and personal belongings are contained in the boot (trunk) of the locked vehicle and are out of sight. Only theft by breaking and entering is covered.

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

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES», we cannot intervene under the following circumstances:

- theft of baggage, of personal objects and belongings left unsupervised in a public place or stored in an area made available for shared use by various people;
- theft of any instrument for reproducing sound and/or image and accessories of such instruments when they are not placed in a locked safe, and while they are not being carried, which implies de facto that such instruments are not covered while they are entrusted to any transport company whatsoever (air, sea, rail, road, etc.);
- forgetting, loss (except by a transport firm), exchange or swapping;
- theft without breaking and entering being duly established and reported by an authority (police, gendarmerie, transport company, purser, etc.);
- accidental damage due to leaks of liquids, greasy substances, dyes or corrosives contained in your baggage;
- confiscation of property by the Authorities (customs, police);
- damage, injury or loss caused by mites and/or rodents, and by cigarette burns or by a non-incandescent heat source;
- theft committed from a convertible, from an estate car, or from some other vehicle not having a boot;
- sales representatives' collections and samples;
- theft, loss, forgetting, or deterioration of cash, documents, books, tickets and credit cards;
- theft, loss, forgetting, or deterioration of identity documents: passport, identity card or residence card, vehicle registration document, and driver's licence;
- theft of jewellery when it is not placed in a locked safe while it is not being worn, which implies de facto that such jewellery is not covered while it is entrusted

to any transport company whatsoever (air, sea, rail, road, etc.);

- breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, or marble;
- indirect loss such as depreciation and deprivation of use or enjoyment;
- the objects designated below: any prosthesis or aid of any kind, bicycles, trailers, securities, paintings, spectacles, contact lenses, keys of all kinds, documents recorded on tapes or films, as well as professional equipment, laptop computers or other mobile computing hardware, mobile phones, sports articles, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohols, works of art, beauty products and photographic films.

FOR WHAT AMOUNT DO WE INTERVENE?

The amount indicated in the table of the amounts of cover constitutes the maximum reimbursement for any claimable losses occurring during the period of cover.

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

HOW IS YOUR COMPENSATION CALCULATED?

You receive compensation on documentary evidence and on the basis of the new value for replacement with equivalent objects of the same type, minus depreciation.

Under no circumstances is the proportional rule for capital applied, that rule being provided for in Article L.121-5 of the French Insurance Code.

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

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

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

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

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

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

The insured sums may not be considered as being proof of the values of the property for which you are claiming compensation, or as being proof of the existence of that property.

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

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

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

You should so inform us immediately by registered letter, as soon as you are informed of such recovery:

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

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

WHAT DO WE COVER?

Following your medical repatriation organised by us or by any other assistance company, we shall refund to you and to the members of your family or to a person who is/are insured under the present contract and who is/are accompanying you, the trip expenses already paid and not used (not including transport) on the basis of a pro rata of time, as from the night after the event leading to the medical repatriation.

TRIP INTERRUPTION COSTS

TAKING OF EFFECT

on the scheduled day of departure – at the place to report to that is indicated by the organizer

COVER EXPIRES

on the scheduled day of return (at the place from which the group disperses)

Similarly, if a member of your family who is not taking part in the trip suffers a serious illness, or an accident with serious bodily injury, or dies, and if, as a result, you need to interrupt your trip, and if we repatriate you, we reimburse to you and to the insured members of your family or to an insured person who is accompanying you, the trip expenses already paid and not used (not including transport) on the basis of a pro rata of time, as from the night after the date of the early return.

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

WHAT WE EXCLUDE

In addition to the exclusions provided for in the general terms and conditions, interruptions consequent upon the following are not covered:

- Cosmetic treatment, cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences;
- A depressive psychological or mental illness with hospitalisation of more than three days;
- Epidemics.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

You should:

- Send to the insurer any documents necessary for compiling the claim file and thereby evidencing the good grounding and the amount of the claim.

In all cases, the originals of the itemised invoices of the travel agent or tour operator showing the land services and the transport services will be systematically requested of you.

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

CIVIL LIABILITY

TAKING OF EFFECT

on the scheduled day of departure – at the place to report to that is indicated by the organizer

COVER EXPIRES

on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

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

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF THE COVER PACKAGES», our cover is not applicable to:

- damage, injury, or loss that you have wilfully caused;
- damage, injury, or loss resulting from the use of motor vehicles, saiboats, motor boats, aircraft or weapons;
- damage, injury, or loss resulting from any occupational activity;
- the consequences of any property damage and/or bodily injury affecting you personally and the

members of your family or any other person having the capacity of Subscriber hereto;

- consequential losses except when they are directly consequential to covered accidental property damage and/or bodily injury;
- damage, injury or loss resulting from practising air sports or hunting/shooting;
- damage, injury or loss caused by buildings or parts of buildings owned, rented or occupied by the Subscriber;
- damage, injury, and loss consequent upon fire, explosions, implosions and water damage ;
- damage to animals or property owned, leased, loaned or entrusted to the Subscriber.

WHAT ARE THE LIMITATIONS ON OUR COVER?

SETTLEMENT - ACKNOWLEDGEMENT OF LIABILITY

You should not accept any liability, or any settlement without our prior written approval.

However, mere acknowledgement of the existence of certain events is not considered as being an acknowledgement of liability, no more than is the mere fact of having procured urgent aid for a victim, when such an act is an act of assistance that any person is morally bound to accomplish.

You should inform us within 5 business days, except in cases of force majeure or of acts of God, of any event that might entail you incurring civil liability; if this time limit is not complied with and if, as a result, we suffer harm, you run the risk of forfeiting your cover.

PROCEEDINGS

In the event that legal action is taken against you, we handle your defence and the trial for the facts/offences and damage, injury or loss lying within the ambit of the cover of the present contract.

However, you may associate yourself with our action whenever you can justify it is in your own interest and not covered by the present contract.

The mere fact that we can handle your defence by way of a protective measure may not be interpreted per se as being an acknowledgement that the cover is applicable, and in no way implies that we agree to bear the costs of the damaging consequences of events that are not expressly covered by the present contract.

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

RECOURSE

As regards channels for recourse:

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

LAWSUIT COSTS

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

TRAVEL ACCIDENTS

TAKING OF EFFECT

on the scheduled day of departure – at the place to report to that is indicated by the organizer

COVER EXPIRES

on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

We cover the payment of the compensation indicated in the table of the amounts of cover in the event of a bodily accident suffered by you during your trip.

WHAT IS AN ACCIDENT?

Any bodily harm that is unintended by you and that results from the sudden and unexpected action of an external cause.

FOR WHAT AMOUNT DO WE INTERVENE?

We pay the amount indicated in the table of the amounts of cover in the following cases:

- in the event of accidental death occurring immediately or if the death consequent upon the accident occurs within a time limit of one year after the accident, the capital is payable to the beneficiaries whom you have designated, or, failing that, to your assigns;
- in the event of permanent disability, you will receive capital whose amount is calculated by applying to the capital indicated in the table of the amounts of cover, the disability rate determined on the basis of the scale that will be supplied to you at your request.

WHAT IS THE AGE LIMIT?

Only people aged over 6 years and under 70 years may enjoy the "travel accidents" cover.

DISABILITY SCALE

TOTAL LOSS :	RIGHT ⁽¹⁾	LEFT ⁽¹⁾
Arm	75%	60%
Forearm or hand	65%	55%
Thumb	20%	18%
Index finger	16%	14%
Middle finger	12%	10%
Ring finger	10%	8%
Little finger	8%	6%
Thigh	60%	
Leg	50%	
Two limbs	100%	

TOTAL LOSS :	RIGHT ⁽¹⁾	LEFT ⁽¹⁾
Foot		40%
Big toe		5%
Other toes		3%
Both eyes		100%
visual acuity or of one eye		30%
Complete, incurable, and non-aidable deafness		40%
Complete, incurable, and on-aidable deafness in one ear		15%
Total or incurable insanity		100%

(1) if it is medically established that you are left-handed, the rate of disability for the right upper limb shall apply to the left upper limb and vice versa..

The rates of disability that do not appear in the scale are determined by comparing their seriousness to the cases listed above, without taking account of the occupation of the victim.

The term "loss" means total amputation or total paralysis of the limb in question, or final and permanent ankylosis of all of the joints making up the limb.

NON-ACCUMULATION OF INDEMNITIES

There is no accumulation of death benefits and total permanent disability benefits when they result from the same covered event. If, after having received an indemnity resulting from partial invalidity following a covered event, you were to die as a result of the same event, we would pay your beneficiaries the benefit specified in case of death to the limit of the amount indicated in the Table of Amounts of Guarantees with deduction of the indemnity that we have already paid based on partial permanent disability.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES», we cannot intervene under the following circumstances:

- accidents caused by blindness, paralysis, mental illnesses, as well as any diseases or infirmities existing at the time the contract was taken out;
- accidents caused by using a motorcycle having a cylinder capacity of greater than 125 cubic centimetres either as rider or as pillion;
- accidents resulting from your occupational activity;
- accidents resulting from practising the following sports: , rock climbing, mountaineering, competitive sledging, deep-sea diving with autonomous equipment, parachuting and all air sports including kite flying or any similar machine, potholing, as well as sports resulting from taking part in or training for official matches or sports competitions;
- accidents caused by a transport company not approved for public transport;
- accidents resulting from exercises carried out under military authority;

HOW IS THE COMPENSATION CALCULATED?

The amount of the compensation may be set only after consolidation, i.e. after the date as from which the after-effects of the accident have stabilised.

Compensatable permanent disability after an accident that has affected a limb or an organ already injured is equal to the difference between the rate of disability determined on the basis of the above scale and the rate of disability existing prior to the accident.

If the accident gives rise to more than one injury, the overall rate of disability selected for calculating the sum that we pay is calculated by applying to the rate of the above disability scale the method selected for determining the rate of disability in the event of an occupational accident.

Application of the disability scale assumes, in all cases, that the consequences of the accident are not made worse by the action of an earlier illness or infirmity and that the victim has followed appropriate medical treatment after the accident. Otherwise, the rate of disability selected for the compensation is determined by taking into account the consequences that the accident would have had on a person previously finding themselves in a normal physical state and having followed a normally appropriate medical treatment subsequently to the accident.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

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

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

- the initial doctor's certificate establishing the injuries;
- any statements by witnesses to the accident;
- the report or statement establishing the exact circumstances of occurrence of the accident.

During your treatment, you should allow our medical examiner (doctor) to examine you so that they can assess the consequences of the accident. You undertake to submit to the medical examinations that our doctor decides to make and to give us all of the information necessary for examining your claim.

If you so desire, you may be accompanied by a doctor of your choice.

In the event of disagreement either on the causes of the death or of the injuries, or on the compensatable consequences of the accident, we shall submit the difference of opinion to two appraisers, one chosen by you or by your assigns, and the other by us, with our respective rights being reserved. In the event of a divergence of opinion, a third appraiser shall be appointed, either by common accord, or by the Presiding Judge of the Regional Court (Tribunal de Grande Instance) of your place of residence, ruling in summary proceedings.

Each of us bears the fees and expenses of their appraiser. The fees of the third appraiser shall be borne equally by both parties.

OPTION CANCELLATION FOR ALL CAUSES WITH NOTED EXCEPTIONS

EFFECTIVE DATE

Cancellation: the day of subscription to the present contract

COVER EXPIRES

Cancellation: on the day of departure – place where the group is told to report (for the outward journey)

WHAT DO WE COVER ?

We reimburse down payments or all sums kept by the travel or trip organizer, minus an excess indicated in the table of sums insured, invoiced pursuant to the said organizer's general terms of sale (to the exclusion of administrative fees, visa expenses, insurance premium, and all taxes and duties), when you are obliged to cancel your trip before you leave (on the outward journey). For rentals, cover is granted provided the rental accommodation is totally vacated.

TERROR ATTACK / ACTS OF TERRORISM

We intervene for the cancellation expenses due to the following circumstances:

In case of riot terrorism act or attack occurred abroad, within 100km of your holiday destination.

Cover applies when all the following conditions are met:

- The event has caused injury and/or damage at the place of destination;
- The Ministry of Foreign Affairs of your home country advises against all trips to your holiday destination;
- The departure date is less than 30 days after the event.
- No similar event had occurred at the same destination within 30 days before the reservation of your trip

UNDER WHAT CIRCUMSTANCES DO WE INTERVENE ?

You enjoy cover in all cases of cancellation, if your departure is prevented by an uncertain event or contingency that can be evidenced. Uncertain event" or "contingency" means any circumstance that is not caused intentionally by you or a member of your family, that is not excluded under this contract, that is unforeseeable on the day of the subscription, and that stems from the sudden action of an external cause.

Cancellation of any one of the people accompanying you (maximum of 8 people) enrolled at the same time as you and insured through this same contract, when the cancellation originates from one of the covered causes.

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

WHAT WE EXCLUDE ?

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

- diseases or accident that are established for the first time, or that are the subject of relapse or worsening, or of hospitalisation between the date of purchase of

your trip or travel and the date of subscription to the insurance contract

- any medical event whose diagnosis, symptoms or causes thereof are of a mental, psychological or psychiatric nature, and that has not resulted in hospitalization for more than 3 consecutive days
- defaulting of any kind, including financial, by the organizer of your trip, or by the carrier, preventing them from meeting their contractual obligations
- the mere fact that the destination of your trip or travel is advised against by the Ministry of Foreign Affairs of your home country.
- any event for which the travel agent or tour operator may be held liable pursuant to French Law No. 92-645 of 13 July 1992
- any event occurring between the date of booking of your trip and the date this contract is taken out
- Pregnancy complications beyond the 6th month.

FOR WHAT AMOUNT DO WE INTERVENE ?

We intervene for the amount of the cancellation expenses incurred at the date of the event that can lead to application of the cover, pursuant to the General Sales Conditions of the travel organiser, with a maximum and an excess as indicated in the table of the amounts of cover.

The insurance premium is never refundable.

WITHIN WHAT TIME LIMIT SHOULD YOU DECLARE THE LOSS ?

1/ Medical reasons: you should declare your loss as soon as a competent medical authority establishes that the seriousness of your state of health would contraindicate your trip.

If your cancellation post-dates such a contraindication to travel, our reimbursement will be limited to the cancellation expenses applying on the date of the contraindication (calculated on the basis of the travel organizer's scale of charges, of which you were apprised when you signed up)

For any other reason for cancellation: you should declare your loss as soon as you become aware of the event that might lead to application of the cover. If your trip cancellation falls after that date, our reimbursement will be limited to the cancellation expenses applying on the date of the event (calculated on the basis of the travel organizer's scale of charges, of which you were apprised when you signed up).

2/ In addition, if the claimable loss has not been declared to us directly by the travel agent or by the organiser, you should inform us within 5 business days following the event leading to application of the cover. For that purpose, you should send us the declaration of loss (claim form) enclosed with the insurance contract that has been given to you.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS ?

Your declaration of loss (claim) should be accompanied by the following documents:

- in the event of sickness or accident, by a doctor's certificate and/or an administrative hospitalization certificate specifying the origin, nature, seriousness

and foreseeable consequences of the sickness or of the accident;

- in the event of death, by a death certificate and a birth and marriage certificate (fiche d'état civil),

- in other cases, by any documentary evidence.

You should let us have the medical details and documents necessary for your claim file to be examined, using the envelope pre-printed with the name and address of the medical examiner that we will send you as soon as we receive the declaration of loss.

If you do not have such documents or details, you should procure them from your doctor and send them to us using the above-mentioned pre-printed envelope.

You should discharge your doctor of their medical secrecy obligation. The same applies for the doctor of the person lying behind the cancellation, on pain of forfeiture of your rights to compensation.

You should also, by using an envelope pre-printed with the name and address of the medical examiner, pass on to us any details or documents that might be requested of you in order to justify the reasons for your cancellation, and in particular:

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

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

You should send us your declaration of loss (claim) to:



GS - SINISTRES CHAPKA

2, rue de Gourville
45911 Orléans Cedex 9
Phone : 09 72 72 22 64
E-mail : sinistres.chapka@grassavoye.com

Allianz

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92400 Courbevoie
Tel. +33 (0)1 44 86 20 00

Consumer relations service:
clients@allianz.fr

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CS 30051 - 92076 Paris La Défense Cedex
542 110 291 Nanterre Trade and Companies Register



Chapka Assurances

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Société de courtage d'assurances
SARL au capital de 80 000 euros
N° de RCS : Paris B 441 201 035

Garantie financière et assurance RC conformes aux articles L530-1 et L530-2 du Code des assurances
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