



CANCELLATION



MEDICAL  
EXPENSES



ASSISTANCE



BAGGAGE



BENEFIT



LEGAL  
LIABILITY



**CAP MULTI TRAVEL**

CONTRACT N° 78 931 532

**Allianz** 

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CANCELLATION



MEDICAL EXPENSES



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LEGAL LIABILITY



# CAP MULTI TRAVEL

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## TABLE OF THE AMOUNTS OF COVER

### COVER

### AMOUNTS

#### «ALL CAUSES WITH NOTED EXCEPTIONS» CANCELLATION EXPENSES

Pursuant to the conditions of the cancellation expenses scale

Maximum per person: €7,000 per trip and €15,000 per annum  
Maximum per event: €30,000

Excess per person

Medical reasons: €30 per person  
Other reasons: 15% of the cancellation expenses with a minimum of €50

### COVER

### AMOUNTS

#### MISSED CONNECTION

Maximum of €300 per person  
Excess of 6 hours

### COVER

### AMOUNTS

#### LUGGAGE

€2,000 per person, maximum of €10,000 per event

Precious objects

50 % of the cover amount

Excess per claim file

€30

Delay of more than 24 hours

€300 per person

### COVER

### AMOUNTS

#### REPATRIATION ASSISTANCE

Repatriation or medical transport

Actual costs

Sending a doctor to the site

Actual costs

Accompaniment during the repatriation or transport

Ticket

Presence in the event of hospitalisation

Ticket

Extended hotel stay

Hotel expenses of €100 per day, for a maximum of 30 days

## COVER

## AMOUNTS

ASISTENCIA REPATRIACIÓN	
Hotel expenses	Hotel expenses of €100 per day, for a maximum of 10 days
Additional reimbursement of medical, surgical, pharmaceutical and hospitalization expenses abroad Acceptance in the event of hospitalization without excess	€300,000 per person, maximum of €600,000 per event
Excess per claim for medical expenses	€30
Emergency dental treatment	€250
Transport of the body in the event of death <ul style="list-style-type: none"><li>• Repatriation of the body</li><li>• Funeral expenses necessary for the transport</li><li>• Return of family members or of an insured companioner</li><li>• Death formalities</li></ul>	Actual costs €3,000 Ticket Ticket for a member of the family + hotel expenses of €80 per day, for a maximum of 3 nights
Early return	Ticket
Payment of search or rescue expenses (in the mountains, on marked ski runs or paths ("pistes") only)	€5,000 per person €5,000 per event
Sending out medicines abroad	Shipment expenses
Advance of funds abroad	€5,000
Replacement driver	
Legal assistance abroad <ul style="list-style-type: none"><li>• Payment of fees</li><li>• Advance of bail bond</li></ul>	€5,000 €15,000
<ul style="list-style-type: none"><li>- medical advice and information</li><li>- visa advice and information</li><li>- vaccination advice and information</li><li>- forwarding messages</li><li>- assistance with passports and identity papers</li></ul>	Advice

## COVER

## AMOUNTS

SKIING HOLIDAY INSURANCE	
Reimbursement of ski lift passes and skiing lessons following an accident	€300 per person Maximum of €600 per event
Hire of replacement ski equipment in the event of breakage of personal ski equipment	€150 per person Maximum of €300 per event
First aid costs on marked piste	Actual costs up to a maximum of €8,000 per event

## COVER

## AMOUNTS

CIVIL LIABILITY ABROAD	
Bodily injury, property damage and consequential losses	€3,000,000 United States and Canada: €1,500,000
Property damage and consequential loss only	€150,000
Excess per claim	€150

## COVER

## AMOUNTS

### TRIP INTERRUPTION EXPENSES

Refund of the unused land services on a time-apportioned basis, in the event of early return  
Excess: 1 day

Maximum of €5,000 per person and €15,000 per event

## COVER

## AMOUNTS

### INDIVIDUAL ACCIDENT

In the event of death: €30,000 per person, maximum of €30,000 per event

In the event of total permanent disability €75,000 per person, maximum of €75,000 per event

## COVER

## AMOUNTS

### FLIGHT DELAY

Charter flight and regular flight

Delay of more than 6 hours Maximum of €300 per person and €900 per event

## COVER

## AMOUNTS

### HOMeward JOURNEY IMPOSSIBLE

During the trip €100 per night and per person with a maximum of 5 nights

## COVER STARTS

## EXPIRY OF THE COVER

Cancellation: on the day the trip is booked

Cancellation: on day of departure

For other cover: on the scheduled day of departure

For other cover: on scheduled day of return

The other cover indicated above is applicable throughout the trip corresponding to the invoice issued by the organiser with a maximum of 90 days as of the date of departure on the trip

### Time limit for subscription

In order for the Cancellation cover to be valid, this contract should be taken out simultaneously with the booking of the flight, or before the beginning of the cancellation expenses scale.



# CAP MULTI TRAVEL

CONTRACT N° 78 931 532



## WHAT SHOULD YOU DO IN THE EVENT OF A CLAIMABLE LOSS?

### DO YOU NEED ASSISTANCE?

HOSPITALISATION, MEDICAL EXPENSES, EARLY RETURN, REPATRIATION, ASSISTANCE

Please contact the assistant platform as soon as possible. All expenses must be authorized, including the medical expenses.

You should notify us:

- Policy number 78 931 532
- The kind of assistance you need
- Your surname and last name
- A telephone number in which we can join you

Contact the assistance call center, open 24 hours a day and seven days a week on:



**+33 145 16 77 18**



**assistance@mutuaide.fr**

### FOR THE REST OF COVERS

(CANCELLATION, LUGGAGE, CIVIL LIABILITY, INDIVIDUAL ACCIDENT, MEDICAL EXPENSES)

THEY TELL US:

The claimable loss should be notified within the next 5 working days with the following information:

- Your name, surname and address
- Number of policy 78 931 532
- Claim notification fully completed

CLAIM NOTIFICATION BY POST

Send all the original documents to:



**GS - Sinistres Chapka  
2, rue de Gourville  
45911 Orléans Cedex 9**

**sinistres.chapka@grassavoye.com**



**09 72 72 22 64**



# CAP MULTI TRAVEL

CONTRACT N° 78 931 532



## GENERAL PROVISIONS

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.

The words "all causes" relate exclusively to the Cancellation cover.

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 (Code des Assurances).

Please check that you do not already have cover insurance for any of the risks covered by the new contract. If that is the case, you have the right to cancel this contract within 14 calendar days of signing it, free of charge and without penalties, provided all the following conditions are met:

- you have taken out this contract for private purposes;
- this contract complements the purchase of goods or a service sold by a supplier;
- you can prove that you already have cover for one of the risks guaranteed by this new contract;
- the contract you wish to cancel has not been fully executed;
- you have not notified any claim covered by this contract.

In which case, you may exercise your right to cancel this contract by letter or by any other durable medium sent to the insurer of the new contract, accompanied by supporting documents that you already have cover for one of the risks covered by the new contract. The insurer is required to refund you for the premium you have paid within 30 days of your cancellation.

«I the undersigned Mr/Mrs .....  
residing at .....  
hereby cancel my contract N°.....  
taken out with .....

in accordance with article L 112-10 of the Insurance Code. I solemnly declare that on the date of this letter I am not aware of any claim covered by the contract. »

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

## PROVISIONS COMMON TO ALL COVER PACKAGES

### DEFINITIONS

#### UNCERTAIN EVENT OR UNCERTAINTY

An unintentional, unforeseeable, unstoppable, and external event.

#### SUBSCRIBERS

Persons duly insured under the present contract and hereinafter referred to as "you" For the purposes of applying the legal provisions concerning the time limit, refer to the «Insured Person» when the articles of the French Insurance Code mention «Insured.»

#### INSURER / ASSISTANCE PROVIDER

Allianz IARD, hereinafter referred to as "us", whose registered office is located at:



#### Allianz IARD

1, cours Michelet  
– CS30051 –  
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

By domicile is meant your place of main and usual residence; it must be in the European Economic Area (European Union countries, Norway, Liechtenstein, Iceland) or Switzerland.

#### DROM POM COM

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

#### TRANSPORT FIRM

By transport firm is meant any company duly approved by the public authorities for carrying passengers.

#### EUROPE

"Europe" means the countries in the European Union, Switzerland, Norway, Andorra, Liechtenstein, San Marino or the Principality of Monaco.

#### MEDICAL EXPENSES

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

#### FRANCE

"France" 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 French overseas territories and possessions have been renamed since the constitutional reform of 17 March 2003).

#### EXCESS

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

#### INSURANCE CLAIMS MANAGER



#### **GS Sinistres Chapka**

2, rue de Gourville  
45911 ORLÉANS CEDEX 9 – FRANCE

#### ASSISTANCE CLAIMS MANAGER



#### **Mutuaide**

8-14, avenue des Frères Lumière  
94368 BRY-SUR-MARNE CEDEX – FRANCE

#### 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.

#### CIVIL WAR

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

#### 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.

#### HOSPITALISATION

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

#### ILLNESS/ACCIDENT

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

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

#### POLLUTION

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

#### USUAL RESIDENCE

By Subscriber's usual residence is meant the place of residence for tax purposes; it must be in the European Economic Area (European Union countries, Norway, Liechtenstein, Iceland) or Switzerland.

#### CLAIM

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

#### POLICYHOLDER

The natural or legal 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 in order to bring proceedings against the opposing party).

#### FAMILY RATE (MINIMUM OF 3 PEOPLE)

The family rate is applicable to parents or common-law spouses accompanied by at least one dependent child. In the parents' stead, the cover is granted to grandparents accompanying their grandchildren. Limited to 7 persons.

#### THIRD PARTY

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

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

#### LUGGAGE: GUARANTEED POSSESSIONS

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 players, 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 maintenance on the day of the claim. Unless otherwise specified in the contract, obsolescence calculated for the compensation payout is 1% per month, capped at 80% of the initial purchase price.

## COVERED FLIGHT

This is the flight for which you have taken out "FLIGHT DELAY" cover.

However, if the flight is cancelled more than 24 hours before the initially scheduled departure time, the «FLIGHT DELAY» cover covers the replacement flight.

## TERM OF VALIDITY OF THE COVERED FLIGHT

The cover applies only to flights whose validity is no more than 90 days.

## FLIGHT DELAY

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

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

## INITIALLY SCHEDULED ARRIVAL TIME

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

## WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?

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

## WHAT IS THE TERM OF THE CONTRACT?

The term of validity of the cover matches the duration of the services sold by the travel organizer.

Under no circumstances may the term of the cover exceed 3 months as from the day of departure on the trip.

The "CANCELLATION" cover takes effect as of taking out the present contract and it expires on the day of departure on the trip (outward journey).

## 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;

• the consequences of suicide or attempted suicide of the Subscriber, and the people travelling with the Subscriber and insured under this contract, as well as 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.

We each choose an appraiser. If the appraisers do not agree, they refer the matter to 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 contracting parties bears the cost of the fees of its appraiser, and, where applicable, half the fees of the third appraiser.



## WITHIN WHAT TIME LIMIT WILL YOU RECEIVE THE COMPENSATION?

Payment will be made within 15 days of the agreement reached between us, or as of the notification of the enforceable court decision.

## WHAT PENALTIES ARE APPLICABLE IN THE EVENT YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS?

Any fraud, reticence, or intentional false statement by you about the circumstances or consequences of a claim shall result in forfeiture of any right to payout or compensation for that loss.

## 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).

## WHAT IS THE PROCEDURE FOR EXAMINATION OF COMPLAINTS?

Should you encounter difficulties, you should firstly consult your usual contact at Allianz France.

If you are not satisfied with the answer you are given, you may send your complaint by ordinary mail or by email to the following address:



### Allianz Relations Clients (Customer Relations)

Case Courrier S1803  
1, cours Michelet  
CS 30051 - 92076 Paris La Défense Cedex  
FRANCE  
Email: [clients@allianz.fr](mailto:clients@allianz.fr)

Allianz France adheres to the Mediation Charter of the Fédération Française des Sociétés d'Assurances (French Federation of Insurance Companies). In the event of persistent and final disagreement, and after exhausting the aforementioned internal referral channels, you may refer the matter to the Mediator of the Fédération Française des Sociétés d'Assurances whose postal contact details are as follows:

TSA 50110 – 75441 Paris Cedex 09,

without prejudice to other courses of legal action.

## AUTHORITY IN CHARGE OF OVERSEEING THE INSURANCE COMPANY



### L'Autorité de contrôle prudentiel et de résolution (ACPR) [the French Prudential Supervisory Authority]

61, rue Taitbout  
75436 PARIS CEDEX 09

## POLICYHOLDER INFORMATION CONCERNING 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 for the purposes of handling this application and the commercial relationship. Some such processing may be performed by service providers in or 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. Pursuant to 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 concerning you by sending a written request to your broker.

Under our risk control and anti-fraud policy, we reserve the right to check all the information, and where appropriate to refer the matter to the competent authorities pursuant to 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.

## PERIOD OF LIMITATION FOR ACTIONS DERIVED FROM THE INSURANCE CONTRACT

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

However, this period begins:

- 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.

### 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:

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

#### ADDITIONAL INFORMATION:

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

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 2240 OF THE FRENCH CIVIL CODE:

Recognition by the obligor of the right of the person against whom the obligor 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 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 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, if one of the heirs of a jointly and severally liable obligor is summoned or recognized, this does not interrupt the period of limitation with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the 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 period of limitation for the entire obligation with regard to the other co-obligors, the summons or notification needs to be made to all the heirs of the deceased obligor, or all the heirs need to recognize 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 and primarily by the French Insurance Code.

Any legal action relating to this contract shall be brought before French courts which have exclusive jurisdiction. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes you and us.

### SANCTIONS IN THE EVENT OF FALSE STATEMENT

Any intentional false statement, omission or inaccurate statement of the circumstances of the risk incurs penalties provided for by the Insurance Code:

- Nullity of your contract in the event of intentional false statement (article L113-8 of the Insurance Code);
- If the intentional false representation noted before any claim is not established, the contribution is increased or the contract is cancelled (article L 113-9 of the Insurance Code);
- If the intentional false representation noted after any claim is not established, reduction of your payouts by the difference between the contribution paid and the contribution that would have been paid had the statement been true (article L 113-9 of the Insurance Code).

### LANGUAGE USED

The language used for pre-contractual and contractual relations is the French language.

### ANTI-MONEY-LAUNDERING

The controls we are legally required to conduct in respect of anti-money laundering and the financing of terrorism, inter alia regarding cross-border capital transfers, may require us at any time to ask you 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 enjoy the right to access the data about you by sending a letter to the French Data Protection Commission (Commission Nationale de l'Informatique et des Libertés (CNIL)).

### WHAT LIMITATIONS ARE APPLICABLE IN CASES OF FORCE MAJEURE?

We cannot be held liable for not providing insurance in cases of force majeure or further to 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; nor for delays in performing services or benefits when such delays result from the same causes.

## 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.

### 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 French Ministry of Foreign Affairs;

- any event for which the travel agent or tour operator may be held liable pursuant to French Law N°. 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 organizer, 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 organizer, 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](mailto:sinistres.chapka@grassavoye.com)



## MISSED CONNECTION

### EFFECTIVE DATE

**Missed departure:** the day of subscription to the present contract

### COVER EXPIRES

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

If the Subscriber misses a confirmed scheduled connecting flight following the late arrival of the previous confirmed scheduled flight on which he was and no other means of transport are made available within six hours of the arrival at the connecting airport, his hotel, meal or refreshment expenses are refunded up to the amount stated in the table of sums insured.

You should send us your claim notification to:



### GS - Sinistres Chapka

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

## LUGGAGE

### TAKING OF EFFECT

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

### COVER EXPIRES

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

### WHAT DO WE COVER?

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

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

#### Late delivery of your luggage

In the event that your personal luggage is not returned to you at the airport of destination (outward journey) and if it is returned to you more than 24 hours late, and subject to producing documentary evidence, we reimburse you for purchases of essentials up to the amount stated in the table of the amounts of cover.

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

#### Skiing holiday insurance

In the event of an accident that prevents the practising of skiing, we refund ski lift passes and skiing lessons up to the amount stated in the table of sums insured.

#### Hired skiing equipment

In the event of breakage of your personal skiing equipment, we pay for the hire of replacement skiing equipment, up to the amounts stated in the table of sums insured.

### WHAT ARE THE LIMITATIONS ON OUR COVER?

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

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

- Theft of jewellery is covered ONLY when the jewellery is placed in a safe or was stolen while you were wearing it.
- 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 stolen while you carried them.

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

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

## WHAT WE EXCLUDE

- theft of luggage, personal effects 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 firm 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 firm, purser, etc.);
- accidental damage due to leaks of liquids, greasy substances, dyes or corrosives contained in your baggage;
- confiscation of property by the Authorities (customs, police);
- damage, injury or loss caused by mites and/or rodents, and by cigarette burns or by a non-incandescent heat source;
- theft 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 of or forgotten or damaged identity papers: passport, identity card or residence permit, vehicle registration document and driver's licence;
- theft of jewellery when it is not placed in a locked safe while it is not being worn, which implies de facto that such jewellery is not covered while it is entrusted to any transport firm whatsoever (air, sea, rail, road, etc.);
- breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, or marble;
- indirect loss such as depreciation and deprivation of use or enjoyment;
- the following named objects: any prosthesis or apparatus of any kind, bicycles, trailers, securities, paintings, spectacles, contact lenses, keys of any kind, tape or film recordings and any professional equipment, mobile phones, items of sports equipment, musical instruments, foodstuffs, lighters, pens, cigarettes, alcoholic drinks, works of art, beauty products and photographic films.

## FOR WHAT AMOUNT DO WE INTERVENE?

The amount stated in the table of sums insured is the maximum refund 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 firm and minus the excess.

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

Your claim notification should reach us within 5 business days, barring an act of God or case of absolute necessity; if that time limit is exceeded, and, as a result, we suffer harm, you lose any right to compensation.

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

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

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](mailto:sinistres.chapka@grassavoye.com)

## WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF THE LUGGAGE, 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 you compensation, you should retake possession of the said luggage, 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 luggage, objects, or personal belongings in our favour,
  - or for recovery of the said luggage, 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.

## REPATRIATION ASSISTANCE

### TAKING OF EFFECT

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

### COVER EXPIRES

**Repatriation Assistance:** on the scheduled day of return – (at the place from which the group disperses)

If you find yourself in any of the aforementioned situations, and pursuant to the general and supplementary terms of your contract, we provide the described services on receiving a telephone call (reverse charge call accepted from abroad), e-mail, fax or 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 fall ill or are injured and your state of health requires you to be transferred, we organize and bear the cost of repatriating you to your home or to the hospital closest to your home that is best suited to your state of health.

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

- special medical aircraft,
- regular commercial flight, train, sleeper train, ship, ambulance.

#### ACCOMPANIMENT DURING THE REPATRIATION OR MEDICAL TRANSPORT

If you are transported under the above conditions, we organize and bear the additional costs of transporting members of your family who are insured or a person who is insured under this contract and who is/are accompanying you, if the tickets purchased for their return 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 who had stayed at home, 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 hospitalization 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 this contract and who is/are accompanying you, up to the amount stated in the table of sums insured.

As soon as your state of health permits, we organize and bear the additional costs of transporting you and, where applicable, the members of your family who are insured parties or a person who is an insured person and who has/ have remained with you, if the tickets purchased for your and their return 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 hospitalized in a different city from the one stated on your affiliation form.
- You die and one of your companions wishes to remain with the body for the time it takes to complete the administrative formalities.

#### ADDITIONAL REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALIZATION 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 sums insured.

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 sums insured.

We also, under the same conditions, bear the costs of minor dental treatment up to the amount stated in the table of sums insured.

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

#### TRANSPORT OF THE CORPSE IN THE EVENT OF DEATH

We organise and cover 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.

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 sums insured.

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

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

We organise and bear the cost of the transport ticket for a person travelling to the place of the death in order to accomplish the formalities related to the death or in order to

identify the body. We also bear the cost of the accommodation expenses up to the limits indicated in the table of the amounts of cover.

### 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 cannot be used due to this event.

We intervene under the following circumstances:

- serious illness, serious accident leading to hospitalization 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;
- premature birth of a child in your family.

### 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.

### FIRST AID COSTS ON MARKED TRAIL

We cover, up to the amount stated in the table of sums insured, the cost of first aid and rescue on a marked ski trail open for skiing at the time of the accident, up to the nearest healthcare facility. Only the expenses invoiced by a company duly approved for such activities may be reimbursed.

### RETURN OF CHILDREN OF MINOR AGE

If you are ill or injured and if nobody can take care of your underage children who are with you, we organize and bear the costs of the Outward/Return journeys for a person of your choice or for one of our hostesses to accompany them back to your home or to the home of a member of your family.

### DISPATCHING MEDICINES ABROAD

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

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

### ADVANCE OF MEDICAL EXPENSES

If you are outside your country of residence and are unable to pay your medical expenses following hospitalisation due to an illness or to an accident during the period of cover, on request we 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 or to one of our correspondents abroad.

### FORWARDING MESSAGES

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

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 prevents you from driving your vehicle back to your home in Europe, we provide a replacement driver for a maximum of 3 days to drive your vehicle home by the most direct route (you bear the cost of fuel, toll charges, parking and meals).

### YOU NEED LEGAL AID ABROAD

#### a) Payment of fees

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

#### b) Advance of bail bond

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

That advance must be repaid within one month of the request for repayment 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.

### MEDICAL ADVICE AND INFORMATION SERVICES

At your request, we can provide you with medical information and advice, 24/7. The information we provide is general.

On one or several medications:

- generic
- side effects
- contra indications
- interactions with other medications.

In the following areas:

- vaccinations
- nutrition
- healthy lifestyle
- food
- preparing for the journey

The doctor's intervention is limited to objective information. The service is neither a personalised medical consultation over the phone nor an encouragement of self-medication. For such requests, we recommend consulting your usual physician.

### ASSISTANCE IN THE EVENT OF LOSS, THEFT OR DESTRUCTION OF PAPERS (IDENTITY PAPERS OR TRANSPORT TICKETS)

During the trip, if you lose your papers, have your papers stolen, or your papers are destroyed: we advise you about the formalities to accomplish (declaring the event/filing a complaint, renewing the papers, booking a new ticket, etc.).

No cover will be granted for the expenses incurred.

## 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 section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES? We do not cover:

- convalescence and illness or accidents that are being treated and that are not consolidated at the date of the start of the trip;
- pre-existing illnesses diagnosed and/or treated and that have required hospitalisation within the 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 32<sup>nd</sup> week of pregnancy;
- conditions resulting from absorbing alcohol, using drugs, narcotics and similar products not medically prescribed;
- the consequences of attempted suicide;
- For the cover for medical, surgical, pharmaceutical, and hospitalisation expenses abroad:
  - costs further to an accident or medically corroborated illness before the cover takes effect, unless an established and unforeseeable complication occurs,
  - the costs of treating a medically corroborated pathological, physiological, or physical condition before the cover takes effect, unless an established and unforeseeable complication occurs,
  - the costs of internal prostheses or aids, be they optical, dental, acoustic, functional, aesthetic or of other types, the costs incurred in Metropolitan France and in French Overseas Departments and Territories, regardless of whether or not they result from an accident or illness occurring in France or abroad,
  - spa and rest home expenses, and physiotherapy expenses,
  - expenses incurred without our prior approval;;
  - the consequences of wilfully breaching the regulations of the countries visited, or of engaging in 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:



### BY TELEPHONE

from France: or 33 1 45 16 77 18  
From abroad: +33 (0)1 45 16 77 18  
Preceded by the local international dialling code

### BY FAX

from France: 01 45 16 63 92 or 01 45 16 63 94  
From abroad: +33 (0)1 45 16 63 92  
or +33 (0)1 45 16 63 94  
Preceded by the local international dialling code



BY EMAIL: [assistance@mutuaide.fr](mailto:assistance@mutuaide.fr)

and obtain our prior approval for any expenses, including medical expenses.

For any request for a refund, send us the duly filled-in claim form along with the documents supporting your refund claim.

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.



## CIVIL LIABILITY

### TAKING OF EFFECT

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

### COVER EXPIRES

**Civil liability:** on the scheduled day of return (at the place from which the group disperses)

## WHAT DO WE COVER?

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

## WHAT WE EXCLUDE

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

- damage, injury, or loss that you caused wilfully;
- damage, injury, or loss resulting from the use of motor vehicles, or of sail and motor boats, and of aircraft, and of weapons;
- damage, injury, or loss resulting from any occupational activity;
- consequences of any property and/or bodily loss events affecting you personally and the members of your family or any other person having the capacity of Subscriber under the present contract;
- consequential losses except when they are directly consequent upon covered accidental property damage and/or bodily injury;
- damage, injury or loss resulting from doing air sports or hunting/shooting;
- damage, injury or loss caused by buildings or by parts of buildings of which the insured person is owner, tenant, or occupant;
- 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 must inform us within 5 business days, barring an act of God or case of absolute necessity, of any event that might incur your 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 shall not be construed per se as an acknowledgement that cover applies, and in no way implies that we agree to bear the costs of the damaging consequences of events that are not expressly covered by this contract.

Even if you default on your post-loss obligations, we are bound to pay compensation to the people with respect to whom you are liable. 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.

You should send us your claim notification to:



#### GS - Sinistres Chapka

2, rue de Gourville

45911 Orléans Cedex 9

Phone : 09 72 72 22 64

E-mail : [sinistres.chapka@grassavoye.com](mailto:sinistres.chapka@grassavoye.com)



## INTERRUPTED STAY EXPENSES

### EFFECTIVE DATE

**Stay cut short:** on the scheduled day of departure – at the place to report to indicated by the organizer

### COVER EXPIRES

**Stay cut short:** on the scheduled day of return (at the place from which the group disperses)

## 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 a time-apportioned basis, as from the night after the event leading to the medical repatriation (i.e. after an excess of one day has been applied).

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 a person accompanying you, the trip expenses already paid and not used (not including transport) on a time-apportioned basis, as from the night after the date of the early return (i.e. after an excess of one day has been applied).

We also intervene in the event of theft, serious fire damage, explosion, water damage or damage caused by the forces of nature to your work premises or private property if this imperatively requires you to be present to take the necessary safeguarding measures. We reimburse to you, and to the insured members of your family or to a person accompanying you, the trip expenses already paid and not used (not including transport) on a time-apportioned basis, as from the night after the date of the early return (i.e. after an excess of one day has been applied).

## WHAT WE EXCLUDE

In addition to the exclusions provided for in the General Provisions, interruptions consequent upon the following are not covered:

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

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

You should:

- Send the Insurer any documents needed to complete the claim and thereby evidence the validity and amount of the claim.

In all cases, the originals of the itemized invoices of the travel

agent or tour operator showing the land and 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.

You should send us your claim notification to:



### GS - Sinistres Chapka

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



## INDIVIDUAL ACCIDENT

### TAKING OF EFFECT

**Travel accidents:** On the scheduled day of departure – at the place to report to that is indicated by the organizer

### COVER EXPIRES

**Travel accidents:** 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 16 years and under 70 years may enjoy the "Travel accidents" cover.

### DISABILITY SCALE

TOTAL LOSS:	RIGHT <sup>(1)</sup>	LEFT <sup>(1)</sup>
of the arm	75%	60%
of the forearm or of the hand	65%	55%
of the thumb	20%	18%
of the index finger	16%	14%
of the middle finger	12%	10%
of the ring finger	10%	8%
of the little finger	8%	6%
of the thigh	60%	
of the leg	50%	
of the two limbs	100%	
of the foot	40%	
of the big toe	5%	
of the other toes	3%	
of both eyes	100%	
of visual acuity or of one eye	30%	
complete, incurable, and non-aidable deafness	40%	
complete, incurable, and non-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.

### 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 cm<sup>3</sup> either as rider or as pillion;
- accidents resulting from any occupational activity;
- accidents resulting from practising the following sports: bobsleigh, 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;

- a transport firm 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 claim notification should reach us within 5 business days, barring an act of God or case of absolute necessity; if that time limit is exceeded, 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.

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

## € FLIGHT DELAY

### EFFECTIVE DATE

**Travel delay:** on the scheduled day of departure – at the place to report to indicated by the organizer

### COVER EXPIRES

**Travel delay:** on the scheduled day of return (at the place from which the group disperses)

## WHAT IS THE NATURE OF THE COVER?

The cover provides for reimbursement of a flat sum within the limits indicated below, if the covered flight/train is delayed.

## UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?

For delays in excess of 6 hours and subject to providing supporting documents, we reimburse you for one night's hotel stay, breakfast, meals, refreshments and local transport up to the amounts stated in the table of sums insured.

This guarantee only applies if the transport companies refuse to provide this service.

## WHAT ARE THE CONDITIONS FOR GRANTING THE COVER?

FLIGHT DELAY cover applies under the following conditions:

- You took out the cover on the day you booked your stay or purchased your air ticket or no later than 24 hours before the departure of your covered flight;
- You should have paid the corresponding contribution;
- Your normal place of residence must be in metropolitan France, including Corsica, Monaco and Andorra, Switzerland or an European Union Member State, including the DROM, POM and COM (as French overseas Departments and Territories, formerly termed 'DOM TOM', have been called since the Constitutional Reform of 17 March 2003);
- You should have taken the covered flight.

## WHAT OBLIGATIONS ARE TO BE COMPLIED WITH IN THE EVENT OF A FLIGHT DELAY?

For the DELAY cover to apply, you must first have the carrier (or failing which the airport or station officials) fill in the claim notification form appended to the General terms you were given when you took out the insurance, stating the initial scheduled time of arrival and the actual time of arrival of the

covered flight.

You should also have the aforementioned company or authorities affix their seal on said declaration.

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

On your return home, and within no more than one month thereof, you must send our Claims Manager a copy of your plane ticket, a copy of the invoice of purchase of the covered trip, and the stub of your boarding card, together with the aforesaid claim form duly completed.

#### IMPORTANT:

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

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

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

### WHAT ARE THE EXCLUSIONS APPLICABLE TO THIS COVER?

- Your wilful or fraudulent misconduct
- The direct or indirect consequences of malfunctions caused by the yearly coding that would affect airport facilities or airline companies.
- The state of civil or foreign war in the country of departure, transfer or arrival of the covered flight.

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

### RETURN JOURNEY IMPOSSIBLE

#### EFFECTIVE DATE

Return journey impossible: on the scheduled day of departure – at the place to report to indicated by the organizer

#### COVER EXPIRES

Return journey impossible: on the scheduled day of return (at the place from which the group disperses)

### WHAT DO WE COVER?

The purpose of this cover is to cover you for reimbursement, on production of documentary evidence, of the expenses actually incurred and non-recoverable, in the event it is impossible to make the homeward journey on the initially scheduled date due to an event that is external, unstoppable and beyond your control, beyond the control of the organiser of the trip and/or beyond the control of the transport firm.

#### DURING YOUR TRIP:

Following it being impossible for you to make the homeward journey on the initially scheduled date and following that date being changed by the organiser and/or the airline, we reimburse to you, on production of documentary evidence, for the hotel expenses (hotel and meals) consequent upon the extension of the stay up to the limit of the amount specified in the schedule of cover.

This cover is not cumulative with the "Extended Stay" cover in the event of assistance.

### WHAT WE EXCLUDE

- Epidemics, states of natural disaster as established by an inter-ministerial order issued by the French Ministry of the Interior and by the French Ministry for the Economy, Finance, and Industry, and pollution.
- Terror attacks and terrorism.
- Absence of fortuitous event.
- A nuclear incident, civil war or war with a foreign power, riot or strike.
- Default by the travel organizer or by the airline.
- An act of negligence on your part.
- Any of the following sports: bobsleigh, skeleton, mountaineering, competitive sledging, air sports except for parasailing, sports resulting from taking part in or training for official matches or competitions organized by a sports federation/ association.

### WITHIN WHAT TIME LIMIT SHOULD YOU DECLARE THE LOSS?

You should inform us within 5 business days following the event leading to application of the cover, or at the latest 5 days after the date of your return, while indicating your contract number to us.

For that purpose, 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

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

Send us all the documents needed to compile the claim file and thereby evidence the validity and amount of the claim,

In the event of an extended stay: the original invoices of the hotel expenses.



### Chapka Assurances

56 rue Laffitte - 75009 Paris  
Tel.: 01 74 85 50 50

Insurance brokerage company  
SAS [simplified joint-stock company] with capital of 80,000 euros  
Paris Commercial and Companies' Register N°.: B 441 201 035

Financial guarantee and legal liability insurance  
in compliance with articles L530-1 and L530-2  
of the Insurance Code  
Registered with ORIAS under N° . 07002147



**CAP MULTI TRAVEL**



CONTRACT N° 78 931 532

INTERMEDIATE CODE: 35481

SUBSCRIBER'S SURNAME: \_\_\_\_\_

SUBSCRIBER'S FORENAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ CITY: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Trip from \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Destination: \_\_\_\_\_

Price of the trip: \_\_\_\_\_ € per person

Date of the loss: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**DECLARES\*:**

- CANCELLATION FEE further to:** .....
- MISSED CONNECTION**
- LUGGAGE**
- SKIING HOLIDAY INSURANCE**
- HOLIDAY CURTAILMENT**
- CIVIL LIABILITY**
- FLIGHT DELAY**
- HOMEWARD JOURNEY IMPOSSIBLE**
- INDIVIDUAL ACCIDENT**

In \_\_\_\_\_, on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Signature

\* Tick the box(es) corresponding to the nature of the risk

365

## CAP MULTI TRAVEL

CONTRACT N° 78 931 532

### YOU SHOULD SEND YOUR CLAIM NOTIFICATION TO:



#### GS - Sinistres Chapka

2, rue de Gourville  
45911 Orléans Cedex 9

### FOR ANY CLAIM CONCERNING INSURANCE (CANCELLATION, LUGGAGE, ETC.), YOU SHOULD:

Notify GS – Sinistres Chapka

in writing within no more than 5 days, using the claim form included in this insurance policy, or send an e-mail to: [sinistres.chapka@grassavoye.com](mailto:sinistres.chapka@grassavoye.com)

### YOU MAY ALSO DECLARE YOUR LOSS:

by telephone on 0 810 309 013 (cost of a local call)

by e-mail at the following address:  
[sinistres.tourisme@grassavoye.com](mailto:sinistres.tourisme@grassavoye.com)

In any event, if your loss/claim concerns the Repatriation Assistance cover, you should contact the emergency services and then our assistance call centre, open 24 hours a day and seven days a week, on:

or 33 1 45 16 77 18



#### GS - Sinistres Chapka

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

### IF YOU NEED ASSISTANCE

#### 24/24 - 7/7



#### BY TELEPHONE

from France: or 33 1 45 16 77 18  
from abroad: +33 (0)1 45 16 77 18  
preceded by the local international call prefix  
for accessing the international network

#### BY FAX

from France: or 33 1 45 16 63 92  
or 33 1 45 16 63 94  
from abroad: +33 (0)1 45 16 63 92  
or +33 (0)1 45 16 63 94  
preceded by the local international call prefix  
for accessing the international network



BY EMAIL: [assistance@mutuaide.fr](mailto:assistance@mutuaide.fr)