



TERMS & CONDITIONS
"AU PAIR" POLICIES
No.MGENIB1100268SAN & No.6058



**INFORMATION NOTICE FOR CONTRACT "AU PAIR"
No.MGENIB1100268SAN & No.6058**

FOR ANY EXPLANATION OF YOUR CONTRACT

**KINOUSASSUR
17 Avenue Jeanne d'Arc
94110 ARCEUIL**

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

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

HOW TO CONTACT OUR ASSISTANCE SERVICE

**VYV INTERNATIONAL ASSISTANCE
3 passage de la corvette – 17000 La Rochelle
7 days a week – 24 hours a day**

- **by telephone from France: 05.86.85.00.70** (*no call surcharge, cost according to operator, call may be recorded*)
- **by telephone from abroad: + 33.5.86.85.00.70** (*no call surcharge, cost according to operator, call may be recorded*)
- **by e-mail: ops@vyv-ia.com**

To allow us to intervene under the best conditions, remember to gather the following information which will be requested when you call:

- Your contract number,
- Your last and first names,
- Your home address,
- The country, city or locality from which you are calling,
- Specify the exact address (no., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

FOR THE REIMBURSEMENT OF YOUR MEDICAL EXPENSES (excluding hospitalisation)

**GAPI - SERVICE TRAVEL ZEN
ZA Actiburo – 99, rue Parmentier – 59650 VILLENEUVE D'ASCQ
Monday through Friday, 9 am – 12:30 pm and 1:30 pm – 6 pm**

- **by telephone within France: 03.74.45.43.05** (*communication not surcharged, cost according to operator, call may be recorded*)
- **by telephone from abroad: +33.3.74.45.43.05** (*communication not surcharged, cost according to operator, call may be recorded*)
- **by e-mail: medical@gapigestion.com**

To benefit from reimbursement of your medical expenses (which did not result in hospitalisation), you will have to provide the ASSUR TRAVEL - GAPI management service with the following documents:

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

For medical expenses less than 500 €, you can scan the invoices and send them to us by email (keep the originals, they can be requested in case of verification by the Insurer).

HOW TO CONTACT OUR INSURANCE SERVICE

ASSUR TRAVEL - SERVICE SINISTRE TRAVEL ZEN
ZA Actiburo – 99, rue Parmentier – 59650 VILLENEUVE D’ASCQ
Monday through Friday, 9 am – 12:30 pm and 1:30 pm – 6 pm

- **by telephone within France: 03.74.45.43.05** (*communication not surcharged, cost according to operator, call may be recorded*)
- **by telephone from abroad: +33.3.74.45.43.05** (*communication not surcharged, cost according to operator, call may be recorded*)
- **by e-mail: travelzen@assur-travel.com**

Remember to gather the following information which will be requested when you call:

- Your contract number,
- Your last and first names,
- Your home address,
- The reason for your declaration

Any declaration of loss must be the subject of a written declaration.

TABLE OF BENEFITS

INSURANCE COVERAGE	LIMITATION
FLIGHT DELAY (A)	
<ul style="list-style-type: none"> ✓ Delay of 6 to 12 hours (A1) ✓ Delay of 12 to 18 hours (A2) ✓ Delay of 18 to 24 hours (A3) ✓ Delay of more than 24 hours (A4) ✓ Delay resulting from overbooking of the airline (A5) ✓ Missed connection (A6) 	<ul style="list-style-type: none"> 30 € (A1) 60 € (A2) 90 € (A3) 120 € (A4) 30 € (A5) 60 € (A6)
BAGGAGE (B)	
<ul style="list-style-type: none"> ✓ In case of destruction, theft or loss (B1) <ul style="list-style-type: none"> Objects of value Laptop computers and mobile phones Theft occurring inside a regular vehicle or converted vehicle Deductible ✓ Late delivery (greater than 24 hours) (B2) 	<ul style="list-style-type: none"> 760 € (B1) 150 € 150 € 500 € per case maximum 30 € per person 90 € (B2)
INDIVIDUAL ACCIDENT (C)	
<ul style="list-style-type: none"> ✓ Accidental death (C1) ✓ Permanent total disability following an accident (C2) 	<ul style="list-style-type: none"> 12 500 € (C1) 12 500 €, reducible in case of partial permanent disability based on the scale for Job-related Accidents of Social Security scale for disability levels superior to 10. (C2)
DAMAGE TO POSSESSIONS OF SCHOOL AND FAMILY (D)	
<ul style="list-style-type: none"> ✓ Damage to possessions of school / family 	<ul style="list-style-type: none"> 500 € / Deductible 100 € (D1)
SPECIAL GUARANTEES "AU PAIR" STAY (E)	
<ul style="list-style-type: none"> ✓ Pro-rata reimbursement of course fees in case of interruption (E1) ✓ Reimbursement of the administrative fees of the family in case of cancellation by the au pair (E2) ✓ Daily compensation in case of hospitalisation of the au pair (E3) ✓ Hotel expenses in case of transfer of au pair to another host family (E4) 	<ul style="list-style-type: none"> 230 € maximum with a deductible of 5 days (E1) 230 € maximum (E2) 30 € per day within the limit of 10 days (E3) 30 € per day within the limit of 10 days (E4)
CIVIL LIABILITY PRIVATE LIFE - GROUPAMA Rhône Alpes Auvergne N°42190225 D contract	
<ul style="list-style-type: none"> ✓ Bodily harm, property damage and consequential losses <ul style="list-style-type: none"> Including ✓ Consecutive property damage and consequential losses with a straight deductible of 100 € per claim: 150,000 € per claim 	<ul style="list-style-type: none"> 150,000 € per claim 150,000 € per claim

ASSISTANCE COVERAGE	LIMITATION
REPATRIATION ASSISTANCE (A)	
<ul style="list-style-type: none"> ✓ Repatriation for health-related reasons (A1) ✓ Repatriation of 2 accompanying persons (A2) ✓ Visit of a family member/close friend (A3) ✓ Prolongation of stay (A4) ✓ Early return (A5) 	<p>Real expenses (A1)</p> <p>Real expenses (A2)</p> <p>Roundtrip transport ticket * + Hotel charge 42 € per night with a maximum of 10 nights (A3)</p> <p>Transport ticket * + Hotel charge 42 € per night with a maximum of 10 nights (A4)</p> <p>Ticket for round-trip transport * (A5)</p>
MEDICAL EXPENSES (B)	
<ul style="list-style-type: none"> ✓ Medical expenses outside country of residence (B1) <ul style="list-style-type: none"> - Including costs of physical therapy prescribed by a physician - Including costs of chiropractic treatment - Including costs of alternative therapies - Urgent dental care - Dental care following an accident ✓ Medical expenses in case of temporary return of the Insured to his country of residence (duration of cover 30 days maximum) (B2) <ul style="list-style-type: none"> - Urgent dental care - Dental care following an accident ✓ Telemedicine 	<p>150,000 € per event (B1)</p> <p>Maximum of 10 sessions</p> <p>Maximum of 5 sessions</p> <p>Maximum of 3 sessions and € 50/session</p> <p>150 € maximum per person</p> <p>350 € maximum per person</p> <p>15,000 € per event (B2)</p> <p>60 € per person</p> <p>60 € per person</p> <p>Included</p>
DEATH ASSISTANCE (C)	
<ul style="list-style-type: none"> ✓ Repatriation of remains (C1) ✓ Funerary expenses necessary for transport (C2) ✓ Formalities of death (C3) 	<p>Real expenses (C1)</p> <p>Real expenses (C2)</p> <p>Ticket for roundtrip transport * + Hotel charge 80 € per night with a maximum of 8 nights (C3)</p>
ASSISTANCE FOR UNFORESEEN CIRCUMSTANCES (D)	
<ul style="list-style-type: none"> ✓ Shipment of medication abroad 	<p>Expense for sending</p>
ADDITIONAL SERVICES (E)	
<ul style="list-style-type: none"> ✓ General information before the trip (E1) ✓ Transmission of urgent messages, translation service (E2) 	<p>Included (E1)</p> <p>Included (E2)</p>
WINTER AND RISK SPORTS	
<ul style="list-style-type: none"> ✓ Coverage under the contract in case of occurrence of a guaranteed event during the practice of a winter/risk sport as defined in the heading "DEFINITIONS COMMON TO ALL GUARANTEES" of this Contract. 	<p>COVERED</p>

* by train in 1st class or by airplane in economy class.

GENERAL PROVISIONS OF THE CONTRACT

Coverage under this Contract in case of occurrence of a guaranteed event during the practice of a winter/risk sport as defined in the heading "DEFINITIONS COMMON TO ALL GUARANTEES" of this Contract.

Note: attention, "Dangerous Sports" as defined under "DEFINITIONS COMMON TO ALL GUARANTEES" of this Contract are never covered by this Agreement, please read the General Exclusions of your Contract carefully.

DEFINITIONS COMMON TO ALL GUARANTEES

The terms defined below will take the following meanings between the parties (unless specifically defined in the guarantee):

Abroad

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

Alternative therapies

Osteopathy, acupuncture, homeopathy, phytotherapy, massage therapist

Assistance company

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

Attack/Act of terrorism

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

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

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

Bodily injury accident

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

Calculation of the age

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

Closing of airport

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

Competent medical authority

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

Contract currency

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

Claims can be reimbursed in the local Currency:

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

Converted vehicle

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

Country of residence

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

Country of origin

Country where your domicile is located.

Dangerous sports: Activities NOT COVERED

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

Domicile

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

Emergency dental treatment

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

Essentials

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

Europe

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

Events covered during a covered trip

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

Excess

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

Family members

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

Incident

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

Insurance Code / French Mutual Insurance Companies Code

Compendium of legislation and regulations governing insurance contracts.

InsurerHealth and assistance covers (contract n° MGENIB1100248SAN):

MGEN, 3 square Max-Hymans – 75 748 PARIS Cedex 15, France, registered under number SIREN 775 685 399, and governed by both the stipulations and the provisions of the French Mutual Insurance Companies Code,

Luggage Cover (A), Accidental Death (B), Impossibility of return (C) & Material Damage (D) caused during the internship (contract n°6058):

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

Hereafter designed by the term “we”

Insured Person

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

Invalidation

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

Limitation of guarantees

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

Luggage

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

Material Damage

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

Maximum amount by event

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

Medical practice in effect

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

Natural disaster

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

Orthopaedic or orthotic devices

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

Period of insurance

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

Provision of benefits in case of Assistance, Evacuation and hospitalisation

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

Relative

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

Serious illness

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

Spinal fixation apparatuses

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

Stay

A stay or trip limited to 12 consecutive months.

Subrogation

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

Traditional sports: Activities COVERED

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

Third party

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

Unexpected illness

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

Valuable objects

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

Winter and at-risk sports: Activities COVERED

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

GEOGRAPHICAL SCOPE OF THE CONTRACT

The cover taken out under this Policy applies to the region chosen when paying the premium:

- ✓ Either the whole world,
- ✓ Or Europe including Russia to the Urals, islands and countries around the Mediterranean Sea, as well as Madeira, the Canaries and the Azores.

Attention, Insured persons are not covered in their Country of Residence except for a maximum duration of 30 consecutive days and provided that they return abroad at the end of this period.

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

PAYMENT OF THE PREMIUM

The premium, including the imposts, fees and taxes in effect for this category of contract, is payable in cash by the subscriber of the Contract before coverage of the risk.

In the absence of payment before the start of the coverage period of the risk, the Contract shall be considered as invalid and without effect and shall result in no benefit or indemnification.

The premium will not be refunded if you end your Stay earlier than expected.

CONTRACT SUBSCRIPTION AFTER ARRIVAL DATE OF THE INSURED PERSON ABROAD

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

A waiting period of 8 days, during which no guarantee can take effect, will apply from the date of subscription of the Contract and the guarantee will not take effect until the end of this period.

EFFECTIVE DATE AND DURATION OF THE CONTRACT

Subject to payment of the premium, the guarantees are valid for the period indicated in the application form.

The guarantees begin to apply from the time you leave your home to travel to the destination of your trip and end either when you return to your home, or on the term date of this Contract, depending on the event that occurs first.

The effective date and duration of the guarantees under the Contract must correspond to the actual dates of your Stay. The Contract will be automatically extended without additional charges if you cannot complete your Stay on the scheduled date due to illness or Accident, this extension ceases as soon as you can return to your Home, and is only valid for up to 30 days.

It is specified that the extension is valid only if, before starting your trip, you had purchased a return ticket.

Note: This Contract is subscribed for minimum period of 1 month and a maximum period of 12 months. Meanwhile, before the expiry date of the current guarantee, the Contract may be extended, under the same terms as those of the Initial Contract, subject to the payment of the corresponding premium.

RIGHT OF RENUNCIATION IN CASE OF REMOTE SUBSCRIPTION

Contract of less than 1 month

According to order no. 2005-648 of 6 June 2005 relative to the distance-selling of financial services and article L.112-2-1-II-3 ° of the Insurance Code and article L221-18 of the French Mutual Insurance Companies Code, no right of renunciation applies to travel or luggage insurance contracts of a duration of less than 1 month.

Contract of more than 1 month

The Insured has a right of renunciation within 14 calendar days from the date of subscription of the Contract, without any costs or penalties. This right does not apply if the Insured declares a Guaranteed Claim to the Insurer during this 14-day period.

The letter of renunciation, a model of which is proposed below, for exercising this right, must be sent by letter or any other durable medium to the Insurer or the broker - KINOUSASSUR 17 AVENUE JEANNE D'ARC 94110 ARCUEIL.

Model letter for exercising your option of renunciation

"I, the undersigned, M. / Ms. residing at hereby renounce my subscription to Insurance Contract No. I declare, as of the date of the sending this letter, that I am aware of no incident which could trigger a guarantee of this Contract."

Consequences of renunciation

The exercise of the right of renunciation within the period defined above results in termination of the Contract from the date of receipt of the request for renunciation. The Insured is then reimbursed for the premium that he has paid, free of charge or penalty, within 30 days from the date of exercise of his right of withdrawal, except in the case of a Claim arising prior to exercising the right of renunciation.

CALCULATION OF INDEMNITY

If the compensation cannot be determined by mutual agreement, it is determined by means of an amicable assessment, subject to our respective rights.

Each of us chooses an expert. If these experts do not manage to reach agreement, they call upon a third person and the three of them work together and vote by majority.

Should one of us fail to designate an expert or if the two experts do not agree on the choice of the third expert, the designation is done by the Presiding Judge of the Tribunal de Grande Instance, ruling in urgent proceedings. Each of the parties takes responsibility for the expenses and fees of its expert and, if applicable, half of those for the third expert.

PERIOD OF COMPENSATION

Payment will take place within a period of 15 days following the date that we reach agreement or following notification of the enforceable legal decision.

FALSE DECLARATION

- **Involving the risk to be guaranteed**

Any reluctance or intentional false declaration and any omission or unintentional false declaration on your part concerning the risk to be guaranteed may be sanctioned under the conditions provided for by articles L.113-8 and L.113-9 of the Insurance Code and articles L.221-14 and L.221-15 of the French Mutual Insurance Companies Code, taking into account of the collective nature of the Contract.

- **At the time of the Loss**

Any fraud, reluctance or intentional false declaration on your part regarding the circumstances or consequences of a Claim results in forfeiture of all benefits or indemnities for this Claim.

TERMS OF REVIEW OF CLAIMS

1. In case of disagreement or discontent regarding implementation of the assistance guarantees of your contract, we invite you to send your complaint to VYV INTERNATIONAL ASSISTANCE, by calling +33 (0)5.86.85.00.70 (call not surcharged, cost according to operator, and may be recorded), or by writing to contact@vyv-ia.fr.

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

**VYV INTERNATIONAL BENEFITS pour ISICASSUR
3/5/7 SQUARE MAX HYMANS
75748 PARIS CEDEX 15**

VYV-IB agrees to confirm receipt of your correspondence within a period of 10 business days. It will be processed within 2 months at most.

If the disagreement persists, you may resort to Insurance Mediation:

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

2. In case of disagreement or dissatisfaction with implementation of the insurance cover of your contract, we invite you to make this known to ASSUR TRAVEL by calling +33 3 74 45 43 05 or by writing to travelzen@assur-travel.com.

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

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

MUTUAIDE ASSISTANCE agrees to confirm receipt of your correspondence within a period of 10 business days. It will be processed within 2 months at most.

If the disagreement persists, you may resort to Insurance Mediation:

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

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

DATA GATHERING

The Insured recognises having been informed that the Insurer processes his personal information in conformity with the regulations relative to the protection of personal information in effect and that, furthermore:

- the responses to the questions asked are obligatory and that, in case of false statements or omission, the consequences for him may be invalidity of his enrolment for the insurance Contract (article L 113-8 of the Insurance Code) or reduction of the indemnities (article L 113-9 of the Insurance Code),
- the processing of personal information is necessary for enrollment and fulfillment of his Contract and his guarantees, for management of the commercial and contractual relationships, or to satisfy legal, regulatory or administrative provisions in effect .
- The information collected and processed is retained for the duration necessary for execution of the Contract or to satisfy the legal obligation. This information is then archived in conformity with the durations specified by provisions relative to the time limit.
- The recipients of this information are, within the limit of their responsibilities, the departments of the Insurer responsible for establishing, managing and fulfilling contracts and the guarantees, its delegates, representatives, partners, subcontractors or reinsurers, within the framework of fulfilling their assignments.

It may also be sent if there are professional organisations or persons involved with the Contract, such as lawyers, experts, court auxiliaries and officers, trustees, guardians or investigators.

Information may also be sent to the subscriber or any persons authorized as an Authorised Third Party (courts, mediators, concerned officers, regulators or any public organisations authorised to receive it, as well as services responsible for auditing such as statutory auditors, auditors as well as the services responsible for internal auditing).

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the Monetary and Financial Code with regard to the fight against money laundering and against the financing of terrorism and, in this regard, it monitors contracts which could result in the drafting of a declaration of suspicion or a measure of freezing of assets.

Information and documents concerning the Insured are retained for a period of five (5) years following the closing date of the Contract or termination of the relationship.

- His personal information will also be able to be used within the framework of the fight against insurance fraud which could lead, if applicable, to recording on a list of persons presenting a risk of fraud.

This record could have the effect of prolonging examination of his case, or even reduction or refusal of the benefit of a right, service, contract or other benefit.

Within this framework, personal information concerning him (or concerning the persons that are parties to or concerned by the contract, may be processed by any authorised persons intervening within the companies of the Insurer Group within the framework of the fight against fraud. This information may also be sent to the authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court auxiliaries, ministerial officers; third-party organisations authorized by a legal provision and, if applicable, the victims of acts of fraud or their representatives).

In case of alert about fraud, the information is retained for a maximum of six (6) months for qualification of the alert, and then eliminated, unless the alert turns out to be relevant. In case of a relevant alert, the information is kept for up to five (5) years following the closing date of the fraud case, or until the end of the judicial procedure and expiration of the applicable time limits.

For persons added to the list of presumed frauders, the information which concerns them is eliminated beyond the period of 5 years following the date of recording on this list.

- In its capacity as an Insurer, it is founded in performing processing of data relative to violations, condemnations and measures of surety, either at the time of subscription of the insurance contract, or during the effective period of it, or within the framework of the handling of litigation.

- Personal information will also be able to be used by the Insurer within the framework of the processing which it undertakes for the purpose of research and development to improve the quality or relevance of its future insurance products and service offers.

- His personal information may be accessed by certain employees or service providers of the Insurer established in countries located outside of the European Union.

- By providing proof of his identity, the Insured has the right to access, rectify or eliminate the information which concerns him, or to express objection regarding it. He also has a right to request limited use of his information when it is no longer necessary, or to recover the information that he has provided, in a structured format, when this is necessary for the contract or when he has approved use of this information.

He has the right to establish instructions relative to the handling of his personal information after his death. These instructions, general or specific, concern retention, elimination and communication of his information after his death.

He may exercise his rights by contacting the Data Protection correspondent of the Insurer :

These rights may be exercised with the Insurer's Representative for Data Protection:

The Insured person and / or beneficiaries have the right to access, rectify or erase data, limit the processing of their data, portability, opposition to treatments, as well as the right to define guidelines for their fate after their death. They can exercise their rights with the Data Protection Officer of the VYV Group: Tour Montparnasse - 33, avenue

du Maine - BP 245 - 75755 Paris Cedex 15 or dpo@groupe-vyv.fr or dpo@vyv-ib.com. When exercising their rights, the production of an identity document may be requested. In case of persistent litigation, they have a right to seize the CNIL on www.cnil.fr or at 3, place de Fontenoy - TSA 80715 - 75334 Paris Cedex 7, France.

Data relating to the state of health of the insured persons, the treatment of which is necessary for the purposes of the performance of the obligations and the exercise of the rights proper to the insurer, or to the insured persons themselves, may be dealt with in the framework of the management and execution of the contract. These data are exclusively intended for the medical service of the Insurer. The exercise of rights is carried out by email, after production of an identity document, for the attention of medical@vyv-ib.com.

After having made a request to MUTUAIDE without receiving satisfaction, he has the possibility of filing a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés).

LAW AND LANGUAGES APPLICABLE

This contract is governed by the French law. The contracting parties hereby submit to the jurisdiction of the French Courts and renounce any procedure in any other country.

MULTIPLE POLICIES

In conformity with the provisions of Article L121-4 of the Insurance Code, when several insurance policies have been established without fraud, each of them produces its effects within the limits of the guarantees of each contract and in respect of the provisions of Article L121-1 of the Insurance Code and article L224-9 of the French Mutual Insurance Companies Code.

SUBROGATION

After we have paid you an indemnity, we are subrogated in the rights and actions which you may have against Third parties responsible for the Incident, as specified by article L121-12 of the French Insurance Code. Our subrogation is limited to the amount of compensation we paid you or of the services we provided.

STATUTE OF LIMITATIONS

In application of article L 114-1 of the Insurance Code and article L221-11 of the French Mutual Insurance Companies Code, any right to take action arising out of this policy will expire two years after the event that gave rise to it.

However, this timeframe is only applicable:

- in case of hesitation, omission or false or inexact declaration about the risk incurred, starting from the day that the Insurer became aware of it;
- in case of a Claim, only from the day that the concerned parties became aware of it, if they prove that they were not aware up to that point.

When the action of the Insured against the Insurer results from the recourse of a third party, the statute of limitations only starts to run from the day that this third party initiated legal action against the Insured or was indemnified by this latter party.

The prescription period may be suspended, in accordance with article L 114-2 of the Insurance Code and articles L221-11 & L221-12 of the French Mutual Insurance Companies Code, by one of the following ordinary reasons for suspension:

- recognition by the debtor of the right of the party against which it was lapsing (article 2240 of the Civil Code);
- a request before a court of law, even in urgent proceedings, until termination of the procedure. The same is true when it is brought before an incompetent jurisdiction or when the act of referral of the jurisdiction is canceled by a procedural error (articles 2241 and 2242 of the Civil Code code). The interruption is null and void if the requesting party withdraws his request or allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- a conservatory measure taken in application of the Code of Civil Procedures of Execution or an act of forced execution (article 2244 of the Civil Code).

It is reminded that:

Calling upon one of the solidary debtors by a request in a court of law or by an act of forced execution or recognition by the debtor of the right of the party against whom the time limit was lapsing interrupts the time limit against all others, even against their heirs.

However, calling upon one of the heirs of a solidary debtor or recognition of this heir does not interrupt the time limit with respect to the other co-heirs, even in case of a secured receivable, if the obligation is divisible. This involvement or recognition only interrupts the time limit, with respect to the other co-debtors, for the portion for which this heir is responsible.

To interrupt the time limit for the entire amount, with respect to the other co-debtors, it is necessary to call to upon all the heirs of the deceased debtor or to obtain the recognition of all these heirs (article 2245 of the Civil Code).

Appeal made to the principal debtor or his recognition interrupts the time limit against the guarantor (article 2246 of the Civil Code).

The time limit may also be interrupted by:

- the designation of an expert following an Incident;
- the mailing of a registered letter with confirmation of receipt (sent by the Insurer to the Insured concerning the action for payment of the contribution, and sent by the Insured to the Insurer as concerns payment of the indemnity).

APPLICABLE LAW AND TERMS OF SETTLEMENT IN CASES OF DISPUTE

This contract is exclusively governed by French law. Any dispute relating thereto, in the absence of amicable resolution, will come under the exclusive jurisdiction of the French courts.

REGULATORY CONTROL OF THE INSURER

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

DESCRIPTION OF INSURANCE GUARANTEES

FLIGHT DELAY

1/ FLIGHT DELAYS

If you missed your connection or have a late arrival of 6 hours or more :

- Regular flights of airlines for which times are published
- Outgoing charter flight for which times are indicated on the outgoing plane ticket
- Return charter flight : the flight confirmation time communicated by the travel agency to the insured.

We will reimburse you a set amount up to the limit of the amount indicated in the Table of Guarantees.

The indemnitees may be combined if the delay is related to the outbound flight, the inbound flight or a flight during the trip.

2/ FLIGHT DELAYS CAUSED BY OVERBOOKING ON THE AIRLINE'S PART

If the airline has sold more seats than are available on a scheduled flight and you are consequently unable to board within a period of less than 6 hours, we will refund you the cost of the basic necessities that you have incurred (those things that are essential while you wait for another flight : transport, accommodation, meals), up to the limit shown in the Table of Benefits and on presentation of the original invoices.

3/ MISSED FLIGHT CONNECTIONS

If the scheduled flight is delayed for more than 6 hours due to a technical or meteorological problem, natural disaster, intervention by the authorities or terrorist act (hostage-taking, hi-jack...), we will refund you the cost of the basic necessities that you have incurred (those things that are essential while you wait for another flight), up to the limit shown in the Table of Benefits and on presentation of the original invoices.

THE CONDITIONS OF GRANTING THE GUARANTEE

The guarantee is granted provided that the covered flight was taken or alternative flight.

YOUR OBLIGATIONS IN CASE OF A CLAIM

Under penalty of forfeiture, you are required to notify the Insurer and the Travel supplier simultaneously within 5 days from the day you became aware of it.

You must:

- Report the flight delay by the airline with which you are traveling. This statement must include: the name of the airport or station, the flight number, the day and time of arrival initially planned, the actual day and time of arrival, and **the reason for the delay**.
- Notify us by letter within 15 working days of returning to your home. After this deadline, we reserve the right to apply forfeiture of the guarantee.

WHAT WE EXCLUDE

Other than the exclusions appearing in the section "EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES", we may not become involved under the following circumstances:

- ◆ **the state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight,**
- ◆ **your refusal to board the flight initially specified by the authorised organisation,**

- ◆ missing the flight on which your reservation was confirmed, regardless of the reason, non-admission onboard due to non-respect of the of the time limit for check-in, for you or for your baggage and/or of presentation for boarding.

It is up to us to prove that the flight delay results from one of the events listed above, except for foreign war or, in application of the provisions of the French Insurance Code, it is up to you to prove that the flight delay results from an event other than an act of foreign war.

BAGGAGE

We will guarantee the luggage and personal objects and effects that you take with you or purchase during your trip, outside your main or secondary place of residence and tourist accommodation, up to the amount specified in the Table of Benefits, in the event of:

- Theft,
- Total or partial destruction during shipment by a transport company,
- Loss by a transport company during shipment by a transport company.

LATE DELIVERY OF BAGGAGE

In case you are not able to recover your personal baggage at the airport of destination (outbound trip) and if it is returned to you more than 24 hours later, we reimburse you, with supporting documentation, for purchases of basic necessities, to the limit of the amount indicated in the table of guarantee amounts.

Meanwhile, you may not combine this indemnity with the other indemnities of the BAGGAGE guarantee.

WHAT ARE THE LIMITS OF OUR GUARANTEE?

For objects of value: pearls, jewelry, watches, as well as for any device for the reproduction of sound and/or image and their accessories, hunting rifles, fishing equipment, portable computer equipment, under no circumstances will the value of reimbursement exceed the amount indicated in the Table of Guarantees.

For laptops and mobile phones, compensation may not exceed the amount stated in the Table of Guarantees.

The objects listed above are only covered against demonstrated theft that has been duly declared as such to the competent authorities (police, gendarmerie, transport company, purser, etc.).

- The theft of jewellery is ONLY covered for items that have been placed in a safe or when they are worn by you.
- The theft of any device for reproduction of sound and/or image and their accessories is covered ONLY when they are placed in a safe or when they are worn by you.

If you use an private car or a converted vehicle, the risks of theft are only covered if the baggage and personal effects are left in the locked trunk of the vehicle and out of sight. Theft by break-in is covered.

If the vehicle is parked on the public thoroughfare, the guarantee is only applicable between 7:00 a.m. and 10:00 p.m.

In all cases, if the theft occurred on board a vehicle, the compensation will be limited to the amount fixed in the Table of Guarantees.

WHAT WE EXCLUDE

Other than the exclusions appearing in the section “EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES”, we may not become involved under the following circumstances:

1) EXCLUDED CIRCUMSTANCES

- ◆ Theft of baggage, objects and personal effects left unattended in a public place, hotel and youth hostel, or stored in a place made available to several persons;
- ◆ The theft of any device for reproduction of sound and/or image and their accessories when they are not placed in a lockbox closed by key, when they are not carried, which de facto implies that these devices are not covered when there are entrusted to any transport company at all (air, sea, rail, road, etc.) ;

- ◆ Forgotten, lost (except for by a transport company), exchange;
- ◆ Theft without break-in, duly observed and written up by an authority (police, state police, transport company, purser, etc.) ;
- ◆ Accidental damage due to the flow of liquids, oily, colorant or corrosive materials contained in your baggage;
- ◆ Confiscation of property by the Authorities (customs, police);
- ◆ Damage caused by mites and/or rodents as well as by cigarette burns or another source of non-incandescent heat;
- ◆ Damage due to wear, depreciation, mechanical or electrical defects, any cleaning, sanitising or repair process, atmospheric or climatological circumstances or any cause that could happen little by little,
- ◆ Theft in a convertible car and in any vehicle that does not have a trunk (except converted vehicle as defined in Lexicon);
- ◆ Collections, samples of sales representatives;
- ◆ Theft, loss, forgotten or damaged cash, documents, books, transport tickets and credit cards;
- ◆ Forgotten, lost or damaged official documents: passport, identity or residence card, vehicle registration card or driving license;
- ◆ The theft of jewelry when it is not placed in a lockbox closed by key, when it is not worn, which de facto implies that this jewelry is not covered when it is entrusted to any transport company at all (air, sea, rail, road, etc.) ;
- ◆ Broken fragile objects such as those made of porcelain, glass, ivory, pottery, marble,
- ◆ theft at camping areas,
- ◆ Indirect losses such as depreciation and loss of enjoyment.

2) OBJECTS EXCLUDED

- ◆ Prostheses, devices of any kind, binoculars, glasses or contact lenses,
- ◆ DVDs, alarms, video games and accessories, furs, collections,
- ◆ Bicycles, trailers, caravans and, in general, transport vehicles,
- ◆ Cash, securities of any kind, paintings, works of art, keys of all kinds, trailers,
- ◆ Documents recorded on tapes or films as well as professional equipment, musical instruments,
- ◆ Food products, lighters, pens, cigarettes, alcohols and cosmetics.

WHAT ARE THE EFFECTIVE DATE AND EXPIRATION DATE OF THE GUARANTEE?

The guarantee takes effect upon delivery or registration of your luggage by the transporter or upon delivery of the keys for rental.

It expires when the luggage is returned by the carrier, or upon return of the keys for a rental.

WHAT AMOUNT DO WE COVER?

The amount indicated in the Table of Guarantees constitutes the maximum reimbursement, after application of the deductible, for all Incidents occurring during the guarantee period.

HOW IS YOUR INDEMNITY CALCULATED?

In case of total or partial destruction, or in case of loss during transport by a transport company, you are indemnified with supporting documentation and based on the replacement value for equivalent objects of the same type, depreciation deducted.

During the first year and starting from the date of purchase, the amount reimbursed will be equal to the purchase value of the baggage or object of value. The following year, the amount of reimbursement will be calculated in the amount of 75% of the purchase price. In subsequent years, the value will be reduced by an additional 10%.

In case of theft, you are compensated based on the supporting documentation, after deducting the depreciation for which the calculation is specified in the paragraph above.

Under no circumstances will a proportional rule will be applied in accordance with Article L.121-5 of the French Insurance Code.

Our reimbursement will be provided with a deduction for the eventual reimbursement obtained from the transport company and for the deductible.

YOUR OBLIGATIONS IN CASE OF A CLAIM

The declaration of Incident must be received by ASSUR TRAVEL within 5 business days (48h in case of theft), except in case of unforeseen circumstances or force majeure; if this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.

The declaration of Incident will have to be accompanied by the following items:

- ✓ The complaint receipt in the event of theft or the declaration of theft to a competent authority (police, gendarmerie, transport company, steward) if the theft occurred during the stay;
- ✓ The loss or destruction report drawn up by the carrier (sea, air, rail, road) if the luggage or objects have gone missing or have been damaged while they were in the carrier's legal care.
- ✓ The anomaly certificate in the event of loss or damage caused to the luggage by the carrier,
- ✓ A copy of the list of objects declared to be damaged or stolen and handed over to the carrier,
- ✓ The original invoices for the lost, damaged or stolen objects,
- ✓ The refund letter from the carrier giving details of the compensation paid to you.

If you do not submit these documents, you may forfeit your rights to compensation.

The insured sums cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property. You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of the loss, as well as the extent of the damage. If, as a justification, you knowingly use inaccurate documents or fraudulent means or make inaccurate or unreasonable statements, you will forfeit any right to compensation, without prejudice to any legal action we may then be entitled to take against you.

APPEAL

Our guarantee is in addition to other guarantees granted elsewhere, it is your responsibility to follow through with the recourse with the Airline or any other organisation responsible for the damage.

You are required, first and foremost, to take measures to limit the damage and to have it recorded by the competent authorities.

Baggage damaged during the trip, or not delivered by the transporter, must be the subject of a certificate of irregularity and a report drawn up by it before being accepted by you. If you discover damage after delivery, you must notify the transporter within three days to have it establish an observation report and/or report of acknowledgment. In case of refusal to establish a report, you must provide notification of its refusal within three days.

In addition, in the event of a theft committed in a motor vehicle, a report of the break-ins will be drawn up by the police authorities and must be provided to the Insurer.

WHAT HAPPENS IF YOU RECOVER ALL OR A PORTION OF YOUR LUGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must immediately notify ASSUR TRAVEL by registered letter as soon as you are informed:

- if we have not yet paid the indemnity, you must take possession of said baggage, objects or personal effects; we will only be required to pay for eventual damage or missing items.
- if we have already indemnified you, within a period of 15 days, you may opt for:
 - ✓ either abandoning said baggage, objects or personal effects to us,
 - ✓ or taking back said baggage, objects or personal effects by returning the indemnity that you have received after deduction, if necessary, for the portion of this indemnity corresponding to the damage or missing items.

If you have not expressed a choice within a period of 15 days, we consider that you are opting for abandonment.

INDIVIDUAL ACCIDENT

SPECIFIC DEFINITIONS TO THE "INDIVIDUAL ACCIDENT" GUARANTEE

Beneficiary/Beneficiaries

The person or persons who receive the amounts due for a claim from the Insurer.

In case of the demise of the Insured, unless another person was designated by the Insured, the specified amount is paid:

- if the Insured is married: his or her spouse from whom he or she is not legally separated, or divorced, or else his or her children born or to be born, living or represented, or else his or her heirs,
- if the Insured is bound by a civil solidarity pact, his/her partner, or else his/her heirs,
- if the Insured is widowed or divorced: his children or else his heirs,
- If the Insured is unmarried: his heirs.

In all other cases, the other amounts are paid to the Insured victim of the accident.

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

Bodily harm

Notwithstanding the definition provided for in § Definition of the Provisions Common to all Guarantees section, means any unintentional bodily injury to the victim resulting from the sudden action of an external cause.

As an extension to this definition, pathological manifestations that are the direct consequence of this bodily harm are covered.

The following are assimilated to accidents:

- injuries caused by fire, steam, acid and corrosives, lightning and electrical current;
- asphyxiation by immersion and asphyxiation by unforeseen absorption of gas or vapors;
- the consequences of poisoning and bodily harm due to unintentional absorption of toxic or corrosive substances;
- cases of isolation, congestion or freezing following shipwreck, forced landing, collapse, avalanche, flooding or any other accidental events;
- the direct consequences of animal bites or stings from insects, to the exclusion of illnesses (such as malaria and sleep sickness), whose initial origin may be associated with such bites or stings;
- injuries which may occur due to the practice of underwater diving, including those due to hydrocution or related to decompression;
- bodily harm resulting from aggression or attack of which the Insured is the victim, unless it is proven that he played an active role as the perpetrator or instigator of these events;
- The physiological consequences of surgical operations, provided that they were necessitated by an accident covered by the guarantee.

The following are not assimilated to accidents:

- aneurysm rupture, heart attack, cerebral embolism, epileptic seizure, subarachnoid haemorrhage.

Permanent Disability

Presumed definitive harm of the Insured's physical abilities. Its significance is quantified by a rate determined by reference to the Disability scale of Social Security.

WHAT IS THE PURPOSE OF THE GUARANTEE?

We guarantee payment of the compensation defined below, which is provided for and the amount of which is set in the Table of Guarantees, in the event of bodily harm affecting the Insured.

WHAT WE EXCLUDE

Other than the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES", we may not become involved under the following circumstances:

- ◆ Accidents caused or provoked intentionally by the Insured, the consequences of suicide or attempted suicide, as well as accidents caused by the use of drugs or narcotics not prescribed medically,
- ◆ Accidents occurring when the Insured is the driver of a vehicle and his blood-alcohol rate is greater than that which is legally allowed in the country where the accident occurred,

- ◆ Accidents resulting from participation of the Insured in an altercation (except in the case of legitimate defence or assistance to a person in danger), a duel, a violation or a criminal act,
- ◆ Accidents occurring during use, as a pilot or crew member, of equipment permitting motion in the air or during the practice of sports done with or from this equipment,
- ◆ Accidents caused by the practice of a sport on the professional level and the practice, even as an amateur, of any sports requiring the use of motorized mechanical equipment, whether as a driver or a passenger. Practice of the sport refers to training, trials and participation in sporting events or competitions,
- ◆ Accidents caused by war, civil or foreign, declared or not,
- ◆ Accidents due to ionising radiation issued by nuclear combustibles or by radioactive products or waste, or caused by weapons or devices intended to explode by modification of the structure of an atomic nucleus.

NATURE OF THE INDEMNITIES

DEATH

If, within a maximum of 24 months following the accident of which the Insured was a victim, it results in his demise, we cover, to the benefit of the person(s) designated in the subscription notice beneficiaries, payment of the benefit as stated in the Table of Guarantees.

When, prior to death, the same accident has resulted in payment of an indemnity for permanent disability in application of the provisions which follow, the capital will be decreased by the amount of this indemnity.

Disappearance of the body of the Insured, which has been officially recognised, following a shipwreck, disappearance or destruction of the means of transport which he used, will create the presumption of death following expiration of a period of one year after the date of the accident.

Meanwhile, if it is observed at any time after payment of an indemnity for disappearance of the Insured that he is still alive, amounts received unduly in this regard will have to be reimbursed to us in full.

PERMANENT DISABILITY

When the accident results in permanent disability, we pay the Insured an indemnity, the maximum amount of which corresponds to the rate of 100% of the Social Security scale.

If the disability is only partial, the Insured is only entitled to a fraction of the indemnity in proportion to the degree of disability.

Disabilities that are not listed are indemnified based on their degree of seriousness in comparison to those that are listed.

The indemnity is set and contractual and is determined according to the rules stated above, without taking into account either the age or profession of the Insured.

The degree of disability shall be established at the time that the definitive consequences of the accident may be established in a certain manner and, at the latest, unless there are other conditions established by common accord between the Insured and us, upon expiration of a period of one year following the date of the accident.

When death and disability result from the same accident, there is no accumulation of guarantees.

MULTIPLE DISABILITIES

When the same accident results in multiple separate disabilities, the principal disability is first evaluated under the conditions specified above, and then the other disabilities are estimated successively, in proportion to the remaining capacity after addition of the previous ones, without the total rate being able to surpass 100%.

Total functional disability of a member or organ is assimilated to loss of that member or organ.

The loss of members or organs not used before the accident does not result in any indemnity. If the accident affects a member or organ that is already afflicted, the indemnity shall be determined by the difference between the condition before and after the Accident. Under no circumstances will the evaluation of injuries following the accident be able to be increased by the condition of disability of members or organs which were not affected by the accident.

Nervous disorders and nerve injuries may only be taken into consideration, inasmuch as they constitute the consequence of a covered accident, if they are demonstrated, upon examination, by clinical signs that are clearly shown.

Excess: The permanent disability rate shall exceed 10%.

YOUR OBLIGATIONS IN CASE OF A CLAIM

In case of an event, it is important for us to be quickly and fully informed about the circumstances under which it occurred and about the possible consequences.

FORM AND NECESSARY INFORMATION

You, your beneficiaries, or any representative acting on your behalf is required to send, in writing or verbally in exchange for a receipt, ASSUR TRAVEL the declaration of any loss within fifteen (15) days, at the latest, after the date on which they became aware of it.

If the declaration of event is not done within the timeframe specified above, except in case of unforeseen circumstances or force majeure, we will be able to invoke forfeiture of the guarantee if we are able to establish that the delay in declaration caused us harm (article L.113-2 of the Insurance Code).

Moreover, along with this declaration, they will have to provide us with all information about the seriousness, causes and circumstances of the event and, if possible, indicate the names and addresses of witnesses and the responsible parties.

The declaration of incident will notably include:

- the date, circumstances and location of the accident;
- the first name, last name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the injuries or wounds and their probable consequences;
- If appropriate, the report from the police or the state police, the names and addresses of the party having caused the accident and of eventual witnesses.

The victim or his beneficiaries must make every effort to limit the consequences of the accident and, notably, seek the medical care necessitated by the condition of the victim.

The representatives and doctors designated by us shall have, except in case of justified objection, free access to the victim and his caregivers to observe his condition. Any intentional false declarations about the date or circumstances of an accident, duly observed and of a nature to cause us harm, result in forfeiture of the right to the indemnity which, if it has already been paid, must be reimbursed to us.

VERIFICATION

You are obligated to submit to examination by the doctors whom we have delegated and our representatives shall have access to you each time that we deem it useful, **under penalty for you or for any Beneficiary of forfeiting your rights in case, without valid reason, you refuse to permit verification by one of our delegates or hinder exercising of this verification if, after notification provided forty-eight hours in advance by registered letter, we encounter persistent refusal due to your fault or continue to be prevented from performing our verification.**

Any fraud, reticence or false declaration on your part or that of the beneficiary of the indemnity, having the purpose of misleading us about the circumstances or consequences of an event, results in loss of any right to indemnity for the event in question.

SETTLEMENT OF INDEMNITIES

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the Accident and its consequences and the rate of disability are observed by accord between the parties or, in the absence of agreement, by two doctors, one of whom is designated by each of the parties. In case of disagreement, they will be joined by a third doctor to resolve the disagreement; if they do not agree on the choice of this last doctor, or if one of the parties fails to designate its expert, the designation will be made at the request of one of the parties by the Presiding Judge at the Tribunal de Grande Instance of the domicile of the Insured, with the dispensation of an oath or any other formalities.

Each party shall retain responsibility for its fees and expenses related to involvement of the doctor that it has designated, and those necessitated by the eventual involvement of a third doctor will be shared equally between them.

AGGRAVATION INDEPENDENT OF THE ACCIDENTAL EVENT

Each time that the consequences of an accident are aggravated by the condition of the victim, by the absence of care due to his negligence or by empirical care, by a pre-existing illness or disability and, in particular, by a diabetic or

blood-related condition, the indemnities due shall be determined based on the consequences that the accident would have had for a fit person in normal health following rational treatment.

PAYMENT OF THE INDEMNITY

The covered indemnities are payable:

- In case of death or permanent disability, within the period of one month following remittance of the documentation to support accidental death of the Insured and the capacity of the beneficiary, or following agreement of the parties on the degree of disability.
- In the absence of agreement of the parties, the payment of indemnities will take place within the period of fifteen days following the decision from the court which has become enforceable.

DAMAGE TO POSSESSIONS OF SCHOOL AND FAMILY

DEFINITIONS SPECIFIC TO THE GUARANTEE

Claim

Any request for remedy, amicable or through legal means, made by the victim of a loss or his beneficiaries, and sent to the Insured or his Insurer.

Loss

Notwithstanding the heading "DEFINITIONS COMMON TO ALL GUARANTEES", "loss" means any damage or set of damaging events caused to third parties, engaging the liability of the Insured, resulting from a harmful event and giving rise to one or more claims. The harmful event is that which constitutes the cause which generates the loss. A group of harmful events having the same technical cause is assimilated to a single harmful event.

WHAT IS THE PURPOSE OF THE GUARANTEE?

We guarantee, within the limit of the amount indicated in the Table of Guarantees, the pecuniary consequences of the Damage for which you are responsible, including the charges and expenses which, with our approval, are disbursed for defence against a claim for damage for:

- Unintentional property damage to property of the school or of the host family.

We also cover the legal fees and expenses that may be demanded by each claimant and any costs and expenses we have approved in writing.

In the event of death, this coverage will be applicable to your personal legal representatives as if they were acting your name.

Our cover, concerning one or all the events of a chain of events which stem from the same cause, will not be able to exceed the amount indicated in the Table of Guarantees.

WHAT WE EXCLUDE

Other than the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL GUARANTEES", we may not become involved for:

- **Property, possession of a building or land;**
- **Vehicles that are powered by horses, which are motorised or mechanically driven, caravans, trailers, trailer tents, airplanes or watercraft;**
- **Bodily injury to persons who are employed by the Insured and which occur as a result of or during such employment;**
- **Loss or damage to property belonging to the Insured or which is under its management, authority or control;**
- **Any intentional act of the Insured;**
- **Any profession or business or work done in relation to a study;**
- **Any contract that is established by the Insured or of which he is a party, except when the Insured would have incurred his responsibility even if this contract did not exist;**

- Any act not falling within the jurisdiction of the courts of the country where the event that caused the Loss took place;
- Death or personal injury or illness of a Member of the Insured's family, his / her traveling companion or a member of the Insured's household or damage to their property;
- The use or ownership of weapons.

WHAT ARE THE OBLIGATIONS IN CASE OF LOSS?

Report your loss to ASSUR TRAVEL as soon as possible.

If you receive information from a Third party in connection with an event that may end with a request in this regard, you must send us this information without confirming receipt of it.

YOU MUST NEVER ACCEPT RESPONSIBILITY, MAKE OFFERS, PAYMENT PROMISES, OR PAYMENTS, WITHOUT PRIOR OR WRITTEN APPROVAL FROM THE INSURER.

Documents required :

- Detailed statement describing the event as well as the contact details of the harmed third party, the response from your Residential Multi-risk insurer following your declaration of Loss,
- Initial invoices for damaged equipment and invoices for the related repairs,
- Medical certificates, assessment reports,
- Proof of payment for repairs,
- Any envelope, notification or formal notice which could trigger the guarantee.

SPECIAL GUARANTEES FOR "AU PAIR" STAY

1 / PRORATED REIMBURSEMENT OF EXPENSES FOR COURSES IN CASE OF INTERRUPTION

Following a break in school due to a Critical Illness or Severe Bodily Harm resulting in a discontinuation or disability of more than 12 (twelve) consecutive weeks, we will compensate you for tuition fees already paid and not consumed on a prorated basis up to the amount indicated in the Table of Guarantees.

Expenses that can be recovered by other means will not be reimbursed (secondary coverage).

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES", we may not become involved under the following circumstances:

- ◆ A beauty treatment, spa treatment, voluntary termination of pregnancy, in vitro fertilization and its consequences;
- ◆ Epidemics.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

You must send ASSUR TRAVEL all documents necessary for establishment of the file, and to prove the legitimacy and amount of the claim. In all cases, the originals of the detailed invoices showing the amount of tuition fees will be systematically requested.

Unless the information which is necessary for investigating the case is provided to our consulting physician, the case will not be able to be processed.

2 / REIMBURSEMENT OF THE ADMINISTRATIVE FEES OF THE FAMILY IN THE EVENT OF CANCELLATION BY THE INSURED AU PAIR

If the Subscriber is the Host Family, we will reimburse the Subscriber the fees paid to an au pair placement agency and left to be paid in the event that the au pair cannot complete the Stay due to Serious Illness or an Accident involving serious bodily harm.

This guarantee does not apply:

- if the placement agency is able to offer another person with an equivalent profile.
- if the nature of the illness or accident appears in one of the exclusions provided for under the headings "EXCLUSIONS APPLICABLE TO ASSISTANCE GUARANTEES" and "EXCLUSIONS APPLICABLE TO ALL GUARANTEES".

WHAT TO DO IN CASE OF A LOSS?

You must send ASSUR TRAVEL all documents necessary for establishment of the file, and to prove the legitimacy and amount of the claim. In all cases, the originals of the detailed invoices showing the amount of paid fees to the Agency will be systematically requested.

Unless the information which is necessary for investigating the case is provided to our consulting physician, the case will not be able to be processed.

3 / DAILY ALLOWANCE IN CASE OF HOSPITALISATION OF THE INSURED AU PAIR

If the Subscriber is the Host Family, we will pay the Subscriber a set indemnity, the amount of which is indicated in the table of guarantees, in case of hospitalisation of the au pair due to serious illness or serious bodily injury, and for a maximum of 10 days.

WHAT TO DO IN CASE OF A LOSS?

You must send ASSUR TRAVEL all documents necessary for establishment of the file, and to prove the legitimacy and amount of the claim.

Unless the information which is necessary for investigating the case is provided to our consulting physician, the case will not be able to be processed.

4 / HOTEL FEES IN CASE OF TRANSFER OF THE INSURED PERSON TO ANOTHER HOST FAMILY

If the Subscriber is the au pair (Insured), and is awaiting a new assignment, due to an obligation to change the Host Family independent of its will, we will participate, upon presentation of the invoices, in the expense for accommodation within the limit of the amount indicated in the Table of Guarantees.

WHAT TO DO IN CASE OF A LOSS?

You must send ASSUR TRAVEL all documents necessary for establishment of the file, and to prove the legitimacy and amount of the claim.

DESCRIPTION OF ASSISTANCE GUARANTEES

You are sick, injured, or you die during your Stay. We intervene under the following circumstances:

REPATRIATION ASSISTANCE

1/ REPATRIATION OR MEDICAL TRANSPORT

You are sick, injured, or you die during your Stay. We organise and pay for your repatriation to your Domicile or to the hospital establishment close to your home.

Only requirements of a medical nature are taken into consideration for determining the date of repatriation, the choice of means of transport or the location of hospitalization.

The decision of repatriation is taken into account by our medical consultant, after obtaining an opinion from the local care provider and, eventually, the family doctor.

At the time of your repatriation, and upon instructions from our medical consultant, we organize and cover transport for 2 (two) persons to accompany you.

Any refusal of the solution proposed by our medical team results in cancellation of the guarantee of assistance to persons.

2 / REPATRIATION OF 2 ACCOMPANYING PERSONS

You are repatriated for medical reasons, or you die during your Stay.

We organize and cover, if they may not return home by the means initially foreseen, the transport of two insured persons accompanying you at the time of occurrence of the event, based on a plane ticket in economy class or a train ticket in 1st class.

3/ VISIT OF A FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a duration equal to or greater than 5 consecutive days. We organize and cover the round-trip transport by plane in economy class or by train in 1st class of a person close to you residing in the same country as you, as well as his expenses for stay (room, breakfast) so that he may be at your bedside.

Our coverage for his accommodation is provided to the limit of the amount indicated in the Table of Guarantees.

Expenses for dining or other expenses are not covered by the guarantee.

This family member/close friend will be able to benefit, during his Stay, from the "REPATRIATION OR TRANSPORT DUE TO HEALTH" and "MEDICAL FEES" guarantees under this Contract, for a maximum duration of 14 days and up to the limits indicated in the Table of Guarantees.

This "Visit of a family member/close friend" guarantee may not be combined with the "Repatriation of accompanying persons" guarantee.

4/ PROLONGATION OF STAY

Following an illness or Accident during your Stay, you are unable to travel on the date originally scheduled on your return ticket.

We cover the expenses for accommodation following this prolongation within the limit of the amount indicated in the Table of Guarantees.

We also cover your transport costs, if the ticket provided for your return can not be used, on the basis of a train ticket in 1st class train or a plane ticket in economy class.

Only requirements of a medical nature are taken into consideration to grant this guarantee.

Expenses for dining or other expenses are not covered by the guarantee.

5/ EARLY RETURN

If you have to terminate your Stay prematurely in the cases listed below, we will cover the return trip, on the basis of a train ticket in 1st class train or a plane ticket in economy class.

We intervene in case of:

- hospitalization of a member of your family, of a person responsible for looking after your minor-age and/or handicapped child who remained at home,
- the demise of a member of your family, of a person responsible for looking after your minor-age and/or handicapped child who remained at home,
- serious event affecting your primary residence in your home country or your business premises.

MEDICAL EXPENSES

1 / MEDICAL EXPENSES AND HOSPITALIZATION OUTSIDE HOME COUNTRY

The purpose of the guarantee is to reimburse, within the limit of the actual costs that you would have incurred, all or part of the health expenses incurred as a result of an unexpected Illness or an Accident both in private life and during your student or temporary professional activities.

The guarantee is subscribed in addition to the one you receive from your Health Insurance Organization or from the 1st euro when you do not benefit from the aforementioned coverage.

In any case, the guarantee cannot exceed the amount of expenses actually incurred.

You are guaranteed for the reimbursement of your hospitalization expenses and medical expenses prescribed by any medical authority abroad, following bodily harm occurring and observed abroad during your stay.

This service ceases as of the date that we are effectively able to complete your repatriation.

This reimbursement covers the expenses defined below, provided that they involve care received by you outside your country of residence (excluding the waiver specified in the paragraph "MEDICAL EXPENSES AND HOSPITALISATION IN CASE OF TEMPORARY RETURN OF THE INSURED TO HIS COUNTRY OF RESIDENCE", following an Illness or Accident having occurred outside your country of residence. In this case, we reimburse the amount of the expenses incurred up to the amounts specified in the Table of Guarantees.

Costs entitling you to benefits due to a covered event:

- ✓ Medical fees,
- ✓ The cost of drugs prescribed by a doctor or surgeon,
- ✓ Hospitalisation costs, on the condition that our doctors decide, after collecting information from the local doctor, that you cannot be moved (the hospitalisation costs incurred from the day on which we are in a position to repatriate you are not covered),
- ✓ In general terms, any medical or surgical treatment linked to your pathology,
- ✓ The cost of transport to take you to the nearest hospital if you are physically incapable of using public transport and if they are prescribed by a doctor,
- ✓ Emergency dental costs up to the amount specified in the Table of Covers,
- ✓ The cost of physiotherapy prescribed by a doctor: maximum 10 sessions,
- ✓ The cost of chiropractic: maximum 5 sessions,
- ✓ The costs of alternative medicine: Maximum of 3 sessions and € 50/session.

The maximum amount of reimbursements for emergency dental expenses (natural teeth) is indicated in the Table of Guarantees. Excludes cleanings, check-ups and other routine treatments. In case of dental treatment exclusively due to an Accident occurring during the period of validity of the Contract, and not resulting from subsequent dental damage, it is considered as an Accident only the case where you also suffer from other bodily injuries for which medical or hospital treatment is required. Crowns, bridges and braces are not considered natural teeth.

EXTENSION OF THE SERVICE: ADVANCE OF HOSPITALIZATION FEES (only abroad)

To the limit of the coverage amounts specified above, we are able to advance expenses for hospitalization which you must incur outside your country of residence, under the following cumulative conditions:

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

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

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

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

In the event that we advance the funds up to the amounts expressed in the Table of Guarantees, you agree to repay us the reimbursements obtained from the social welfare and supplemental insurance organizations within 3 months from the day of the advance.

2 / MEDICAL AND HOSPITALIZATION COSTS IN CASE OF TEMPORARY RETURN OF THE INSURED PERSON TO HIS HOME COUNTRY

Your return to your home country is done following medical repatriation organized by us. In this specific case, the guarantee is limited to a maximum of 30 days from the date of arrival in your country of residence.

OR

Your temporary return of up to 30 consecutive days in your country of residence is done, while the duration of your stay abroad has not expired, according to the dates on your subscription form.

We can, within the limit of the amount indicated in the Table of Guarantees, reimburse you for the medical or hospital expenses which you must incur in your country of residence, following an Illness or serious Accident.

The guarantee for "hospitalization expenses" only applies to expenses which have been approved by our medical service, materialized by the communication of a file number to you or to any person acting on your behalf as soon as the legitimacy of the request is established.

If you are covered by any insurance company (social security or other), we will reimburse you in addition to these organizations. We only intervene once the reimbursements made by the above-mentioned insurance organizations have been paid, subject to having received the original documentation to support the reimbursement from these organizations.

If you are no longer covered by the social welfare and insurance organizations in your country of residence, we will reimburse you within the limit of the amount of coverage provided for in the Table of Guarantees for the "MEDICAL AND HOSPITALIZATION FEES" benefit.

However, you must provide us with the certificate(s) of refusal of coverage from these insurance organizations, within one week of receipt.

In all cases, a **deductible**, the amount of which is indicated in the Table of Guarantees, is applied.

This benefit ceases no later than the expiry date of your Contract, which appears on your subscription form.

Costs entitling you to benefit due to a covered event:

- ✓ General Practitioners and Specialists visits,
- ✓ Pharmacy and nursing costs prescribed by a registered doctor or a surgeon,
- ✓ Medical and surgical hospitalization costs, including medical and surgical fees and, generally, any medical or surgical treatment linked to your pathology,
- ✓ The cost of ambulances or taxis prescribed by a doctor,
- ✓ Emergency dental treatment as defined in the paragraph "MEDICAL AND HOSPITALISATION COSTS OUTSIDE THE COUNTRY OF RESIDENCE".

WHAT IS THE SCOPE OF APPLICATION OF THE "MEDICAL EXPENSES AND HOSPITALIZATION" GUARANTEE?

The medical procedures covered are those defined in the paragraph entitled "Expenses granting the right to services" provided that they are:

- prescribed and practiced by a competent medical authority,
- recognized by this same authority as medically appropriate and indispensable to treatment of the pathology both in quantity and quality,
- in accordance with the Medical Practices in effect as defined under "DEFINITIONS COMMON TO ALL GUARANTEES",
- reasonably priced and usually paid for the treatment in the country in which they are provided, being specified that the manager can provide a frame of reference for costs by country upon request,
- practiced preferably in the public sector or by contract when these sectors exist in your Home country, AND that they are not the subject of contract exclusion,
- The guarantees taken into account for calculation of reimbursements are those in effect on the date of care performed by the health professional.

WHAT ARE YOUR OBLIGATIONS IN CASE OF A LOSS?

➤ For reimbursement of your medical expenses (excluding hospitalization)

To obtain a refund of your medical costs (not leading to hospitalization), you must provide the GAPI – TRAVEK ZEN administration department with the following documents:

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

For medical expenses less than 500 €, you can scan the invoices and send them to us by email (keep the originals, they can be requested in case of verification by the Insurer).

➤ **In case of request for advance of hospitalization expenses**

Contact VYV INTERNATIONAL ASSISTANCE as soon as possible on +33.15.86.85.00.70 for a request for an advance of hospitalisation costs.

DEATH ASSISTANCE

1/ REPATRIATION OF REMAINS

You die during your Stay. We arrange repatriation of your remains to the location of the funeral in your country of residence.

Within this framework, we cover:

- ✓ Expenses for transport of the body,
- ✓ The expenses related to conservation required by applicable legislation,
- ✓ The expenses directly necessitated by transport of the body (handling, specific arrangements for transport, preparation) to the limit of the amount indicated in the Table of Guarantees.

2/ FORMALITIES RELATED TO DEATH

If the presence on site of a member of the family or of a close friend of the deceased is necessary to identify the remains and for the formalities of repatriation or incineration, we organize and cover the round-trip transport by plane in economy class or train in 1st class, as well as the expenses of stay (room and breakfast) incurred on behalf of this person, to the limit of the amount indicated in the Table of Guarantees.

All other costs remain the responsibility of the person concerned.

This person will be able to benefit during his stay from the "REPATRIATION OR TRANSPORT DUE TO HEALTH" and "MEDICAL EXPENSES" guarantees under this Contract, for a maximum duration of 14 days and up to the limits indicated in the Table of Guarantees.

ASSISTANCE FOR UNFORESEEN CIRCUMSTANCES

SENDING OF MEDICATIONS ABROAD

During your Stay, you do not have medications which are necessary for your health, following loss or theft. We cover the search and transport of these medications, in case these medications or equivalent medications, advised by our consulting doctors, cannot be found on site (subject to obtaining the contact information of your primary care physician).

We cover the shipping of medications by the fastest means, subject to local and French legal restrictions.

The cost of the medications and eventual customs charges are your responsibility.

ADDITIONAL ASSISTANCE

1/ GENERAL INFORMATION BEFORE TRAVEL

(EVERY DAY FROM 8 AM TO 7:30 PM, FRENCH TIME, EXCEPT SUNDAY AND LEGAL HOLIDAYS)

At your request, we are able to provide the following information concerning:

- ✓ medical precautions to be taken before travel (vaccinations, medications, etc.),
- ✓ administrative formalities to be completed before or during travel (visas, etc.),
- ✓ travel conditions (possibilities of transport, flight times, etc.),
- ✓ the local living conditions (temperature, climate, food, etc.).

2/ TRANSMISSION OF URGENT MESSAGES, TRANSLATION SERVICE

It is impossible for you to contact a person in your country of residence. We send the message if it is impossible for you to do so.

Messages sent may not be serious or sensitive in nature. The messages remain under the responsibility of their authors, who must be able to be identified, and commit only them. We only act as intermediary for transmitting them.

In an emergency, we can help you translate short messages. We remind you that the use of this service must remain isolated. At your request, we can put you in contact with a professional translator.

Translation costs remain your responsibility.

EXCLUSIONS APPLICABLE TO ASSISTANCE GUARANTEES

In addition to the exclusions in the section "EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES", we may not become involved in the following cases:

- ◆ **Care:**
 - not prescribed medically,
 - not performed by a competent medical authority,
 - that is inappropriate for the pathology,
- ◆ **Claims due to a non-covered event,**
- ◆ **Trips taken for diagnostic purposes and/ or treatment,**
- ◆ **Medical and hospitalization expenses in the country of residence, except in case of temporary return (30 days),**
- ◆ **Pre-existing illnesses on the effective date of the contract, i.e., any affliction of which the Subscriber or the Insured is aware on the effective date of the guarantees,**
- ◆ **Illnesses for which the Insured has received care in the last 12 months, if these illnesses are not healed on the effective date of the contract; with the exception of allergies, which remain covered in case of relapse,**
- ◆ **Self-medication and self-treatment,**
- ◆ **Costs incurred in connection with administrative processes,**
- ◆ **The absence of risk,**
- ◆ **Afflictions, vaccinations,**
- ◆ **Health checks and medical visits not intended to cure or treat an illness,**
- ◆ **Any control or periodic exam or periodic controls, in connection with contraception,**
- ◆ **Hormonal treatments, contraceptives and urinary incontinence treatments,**
- ◆ **Medical visits related to pregnancy or maternity,**
- ◆ **Sexually transmitted diseases,**

- ◆ Ophthalmological prescriptions (glasses, lenses),
- ◆ Consequences of
 - Psychiatric, neuropsychiatric or psychological diseases, any expressions requiring a neuropsychiatric treatment, for specifically, the nervous breakdown, the anxiety, the personality and/or behaviour disorders, the fibromyalgia, the eating disorders, the chronic fatigue syndrome,
 - Consumption of non-medically prescribed drugs,
- ◆ Slimming and rejuvenating therapy and, more generally, any form of aesthetic therapy,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any deliberate self-mutilation on the part of the Insured Person,
- ◆ Benign infections or wounds that can be treated locally and/or do not prevent the Insured Person from continuing his journey,
- ◆ Pregnancy, barring unforeseeable complications, and in all cases, pregnancy beyond the 36th week (except for Insured Persons who have taken out the “Maternity Costs” cover extension), abortion, the consequences of childbirth,
- ◆ Convalescence and infections currently being treated, not yet stabilised and involving a risk of sudden aggravation,
- ◆ Events linked to a medical treatment or surgical operation that is not of an unforeseen, fortuitous or accidental nature,
- ◆ Prosthesis costs: optical, dental, hearing, functional, prostheses, orthopaedic or orthotic equipment and osteosynthetic equipment, etc,
- ◆ Spa treatments and cosmetic treatments, vaccination and the costs arising therefrom,
- ◆ Stays in convalescent homes and the costs arising therefrom,
- ◆ Stays in rehabilitation centres,
- ◆ Planned hospitalisation,
- ◆ Medical claims for which a prior agreement of the Insurer has not been requested in case of hospitalization,
- ◆ Dental treatments other than emergency dental treatment,
- ◆ Vitamins, minerals, nutritional or dietary supplements, even if they are medically prescribed to obtain therapeutic effect,
- ◆ Costs of organs transplantation not required by a covered accident or illness,
- ◆ Costs of aesthetic or reconstructive surgery,
- ◆ Acne treatments, allergy treatments including allergy tests, with the exception of the first consultation and /or first emergency treatment,
- ◆ Any kind of aesthetic surgeries not consecutive to a covered event,
- ◆ Fertility tests and fertility treatments (male and female), tubal ligation, IFV, Medically-Assisted-Procreation,
- ◆ Premarital examinations,
- ◆ Preventive treatments not consecutive to a covered event,
- ◆ Treatment of insomnia,
- ◆ Vasectomy,
- ◆ Medical practice and treatments that fall into the area of research or experimentation or are not recognized as usual medical practices.

EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES

The following are not covered:

- ◆ Services which were not requested during travel and which were not organized by us, or with our approval, do not grant the right, presumably, to reimbursement or indemnification;
- ◆ Expenses for dining, hotel, except those specified in the text on guarantees;
- ◆ Harm caused intentionally by the Insured and that resulting from his participation in a crime, misdemeanor or altercation, except in a case of legitimate defense;
- ◆ The amount for condemnations and their consequences;
- ◆ The use of narcotics or drugs not prescribed medically;
- ◆ The state of alcoholic intoxication;
- ◆ Customs duties;
- ◆ Participation as a competitor in a competitive sport or rally resulting in national or international ranking that is organized by a sports federation for which a license is issued as well as training for the purpose of these competitions;
- ◆ Practising any sport as a professional or semi-professional (for which a remuneration is perceived), or as holder of a licence of any sport federation;
- ◆ Participation in competitions or contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air;
- ◆ Consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity;
- ◆ Expenses incurred after return from travel or expiration of the guarantee;
- ◆ Accidents resulting from participation, even as an amateur, in the following sports: mechanical sports (regardless of the motorized vehicle used), aerial sports, high mountain climbing (above 3000 metres), bobsled, hunting of dangerous animals, ice hockey, skeleton, combat sports, snow sports involving international, national or regional ranking;
- ◆ The practice of any sport falling under the category "Dangerous Sports" as defined under "DEFINITIONS COMMON TO ALL GUARANTEES" of this contract;
- ◆ Voluntary non-observance of the regulations of the country visited or the practice of activities not authorized by the local authorities;
- ◆ Official interdictions, seizures or restrictions by the public authorities;
- ◆ The use by the Insured of air navigation equipment;
- ◆ Use of war machines, explosives or firearms;
- ◆ The damage resulting from an intentional or malicious offence on the part of the Insured Person in accordance with article L.113-1 of the Insurance Code and article L221-14 of the French Mutual Insurance Companies Code;
- ◆ Suicide or attempted suicide;
- ◆ Pollution and natural disasters (unless stated otherwise in the guarantee);
- ◆ Epidemics (except for the Assistance covers)
- ◆ Civil or foreign war, riots, strikes, demonstrations, attack/ acts of terrorism (unless otherwise stipulated in the guarantee), taking of hostages (unless otherwise stipulated in the guarantee),
- ◆ Disintegration of an atomic nucleus or any radiation coming from a source of radioactive energy.

The Insurer may in no circumstances be held liable for any failures or setbacks that may occur during the fulfilment of his obligations as a result of cases of force majeure, or events such as civil or foreign war, riots or popular uprisings, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, radioactive decay, bomb explosions and the effects of nuclear radiation, the effects of pollution, the effects of radiation or any other unforeseen or force majeure event, and their consequences.

DEFINITIONS

Bodily harm

Any bodily harm endured by a natural person and the resulting losses.

Property damage

Any deterioration or destruction of a thing or substance. Any physical harm to an animal.

Consecutive consequential loss

Any financial harm resulting from total or partial loss of enjoyment of a right, from loss of a benefit, from the loss of clientele, from interruption of a service or an activity and which is the direct or indirect consequence of covered bodily harm or property damage.

Causal event

Event that represents the cause of the damage.

Straight deductible

The sum (or percentage) that remains the responsibility of the Insured in the amount of the indemnity due by the Insurer.

The deductible applies per event, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of the indemnity due by the Insurer.

Accidental pollution

Emission, dispersion, release or deposit of any solid, liquid or gaseous substance, diffused by the atmosphere, soil or water, that results from a sudden and unforeseen event and that occurs slowly, gradually or progressively.

Claim

Any request for remedy, amicable or through legal means, made by the victim of a loss or his beneficiaries, and sent to the Insured or his Insurer.

Civil liability

Legal obligation incumbent on any person to remedy harm caused to another.

Loss

Any loss of group of losses caused to third parties, engaging the responsibility of the Insured, resulting from a harmful event and having resulted in one or several claims. The harmful event is that which constitutes the cause which generates the loss. A group of harmful events having the same technical cause is assimilated to a single harmful event.

Third Party

Any person other than the Insured.

Motorised land vehicle

Machine that moves on the ground (i.e., other than by air or sea), without being linked to a railway, is automotive (propelled by its own motive power) and which serves to transport persons (even if this is only the driver) or things.

1. PURPOSE OF THE GUARANTEE

The Insurer guarantees the Insured against the financial consequences of civil liability which could be incumbent upon him due to bodily harm, property damage and consequential losses, caused to third parties in the course of his private life.

Private life refers to any activities not related to professional activities.

Defence

a. Supervision of the Trial

For harm falling within the framework of the guarantees and within the limits of these, the Insurer is solely in charge of supervision of the lawsuit brought against the Insured and is free to exercise the means of appeal.

The Insurer covers the costs and fees of inquiry, investigation, expertise, lawyer and trial costs. These fees and expenses are deducted from the applicable guarantee amount.

Supervision by the Insurer of the Insured's defence is not deemed as renunciation by the Insurer of availing itself of any guarantee exception of which it was not aware at the time that it took over supervision of this defence.

In the event of a criminal trial in which civil interests are or will be sought in the context of this procedure or any other, the Insured agrees to associate the Insurer with his defence without this commitment modifying the scope of the guarantee of this contract.

Under penalty of forfeiture, the Insured must not interfere in supervision of the trial when the purpose for it is related to the "Civil Liability Private Life" guarantee.

b. Settlement agreement

The Insurer alone has the right within the limits of its guarantee to seek a settlement with the injured parties.

No settlement or recognition of liability occurring outside of the Insurer is enforceable against it.

However, acceptance of the materiality of the facts is not considered as recognition of responsibility, nor is the mere act of having obtained urgent care for a victim, when this involves an act of assistance that any person has the legal or moral duty to carry out.

2. EXCLUSIONS

Exclusions include:

- ◆ The consequences of intentional fault on the part of the Insured.
- ◆ Losses caused by civil or foreign war, declared or not, riots or demonstrations, acts of terrorism, attacks or sabotage.
- ◆ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal wave and other cataclysms.
- ◆ Losses rendered as unavoidable due to voluntary acts by the Insured and which deprive the insurance contract of the notion of randomness in covering uncertain events (article 1964 of the Civil Code).
- ◆ Fines and any other penal sanction assessed against the Insured personally.
- ◆ Damage or aggravation of the damage caused:
 - by weapons or devices intended to explode by modification of the structure of an atomic nucleus,
 - by any nuclear fuel, radioactive product or waste,
 - by any source of ionising radiation (particularly any radioisotopes).
- ◆ The consequences of the presence of asbestos or lead in buildings or structures belonging to or occupied by the Insured, work for the search, destruction or neutralisation of asbestos or lead, or the use of products containing asbestos or lead.
- ◆ The consequences of contractual commitments accepted by the Insured and that have the effect of aggravating the liability that would have been incumbent on it in the absence of said commitments.
- ◆ In the United States of America and Canada:
 - punitive damages or exemplary damages,
 - damages for pollution.

- ◆ Losses of the nature of those mentioned in article L. 211-1 of the Insurance Code on the obligation of automobile insurance and caused by motorized land vehicles, their trailers or semi-trailers owned or used by the Insured, or in his custody (including due to or due to falling of accessories and products serving for the use of the vehicle, and of objects and substances that it transports).
- ◆ Consecutive property damage and consequential losses, caused by a fire, explosion or water damage having occurred in the buildings that the Insured owns, rents or occupies.
- ◆ Thefts committed in the buildings mentioned in the preceding exclusion.
- ◆ Consecutive property damage (other than that mentioned in the two preceding exclusions) and consequential losses caused to property entrusted to the Insured, used by it or deposited with it.
- ◆ The consequences of air, maritime, fluvial or lake navigation by means of equipment owned or used by the Insured or in his custody.
- ◆ Damage caused by weapons or munitions that are held illegally and which are possessed or in the custody of the Insured without prefectural authorisation.
- ◆ Losses covered by a legal obligation of insurance and resulting from the practice of hunting.
- ◆ Damage caused by animals other than domestic animals.
- ◆ Losses caused by dogs of the first category (attack dogs) and of the second category (watchdogs and dogs for defence), defined in article 211-1 of the Rural Code, and by wild animals that are tamed or held in captivity, mentioned in article 212-1 of the Rural Code, stray or not, of which the Insured is the owner or keeper (law no. 99-5 of 6 January 1999 relative to dangerous and stray animals and to the protection of animals).
- ◆ The consequences:
 - of the organisation of sports competitions;
 - of the practice of sports as the holder of a license from a sports federation;
 - of practicing air or water sports.

3. GUARANTEE PERIOD

The guarantee of the present contract is triggered by the causal event and covers the Insured against the pecuniary consequences of incidents, once the causal event occurs between the initial effective date of the guarantee and its date of cancellation or expiration, regardless of the dates of the other details of the incident (article L. 124-5 of the Insurance Code).

4. GUARANTEE AMOUNTS

The guarantee amounts expressed per event constitute the limit of the commitment of the Insurer for all claims relative to the same causal event.

The date of the loss is that of the harmful event. The conditions and guarantee amounts are those in effect on this date.

5. WHAT TO DO IN CASE OF A LOSS?

Under penalty of loss of cover, the Insured must declare his claim within 5 business days following the event with ASSUR TRAVEL who will send it to the Insurer to process it.

6. LEGAL INFORMATION

INSURER:

The contract is underwritten through **Groupe Special Lines** on behalf of:

Groupama Rhône-Alpes Auvergne - Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne - 50 rue de Saint Cyr - 69251 LYON Cedex 09 - SIRET no. 779 838 366 000 28 - Company governed by the Insurance Code and subject to regulation by the Autorité de Contrôle Prudentiel et de Résolution - 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

HANDLING OF COMPLAINTS

In case of difficulty, the Subscriber contacts the Broker through whom the contract was subscribed.
If the answer does not satisfy him, the Subscriber may send his complaint to the "Réclamations" (complaints) department of Groupe Special Lines:

- By postal mail:

**Groupe Special Lines
Service Réclamations
6-8 rue Jean Jaurès
92800 PUTEAUX**

- By email: reclamations@groupecpeciallines.fr

If the response to the complaint is still unsatisfactory, the Subscriber may contact the "Réclamations" (complaints) department of Groupama Rhône-Alpes Auvergne:

- By postal mail:

**Groupama Rhône-Alpes Auvergne
Service Consommateurs
TSA 70019 – 69252 LYON CEDEX 09**

- By email: Service-consommateurs@groupama-ra.com

Finally, if the disagreement persists regarding the position or the proposed solution, the Subscriber can refer the matter for Insurance Mediation:

- By postal mail:

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

- Online at www.mediation-assurance.org

REGULATOR:

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