

# Comprehensive Travel Insurance

Information notice serving as the General  
Terms and Conditions of the Group Insurance  
policy

with optional enrolment no.M24370



# HOW TO CONTACT US IN THE EVENT OF A LOSS

## Comprehensive Travel Insurance



### FOR ANY INSURANCE **LOSS**

**Monday to Friday, 9 am to 6 pm**

Cancellation, Interruption of stay, Impossible return, Legal liability for sport and leisure activities, Damage to and theft of ski equipment, Search and rescue costs

**INSURANCE POLICY No.: 01051392**

**Please report your loss online to:**  
<https://claims-travel.sam-assurance.com>

MARSH S.A.S  
TSA 59201  
92088 Paris La Défense Cedex

### FOR ANY ASSISTANCE **CLAIM**

**24/7**

**ASSISTANCE CONTRACT No.:**  
**CGE23\_129-03CB\_2311\_FAV1**

By telephone: +33 (0) 5 18 27 01 26

By email: [ops@vyv-ia.com](mailto:ops@vyv-ia.com)

**All implementation of cover is MANDATORILY  
subject to the prior agreement of VYV IA  
services**

Remember to have the following information at hand, which you will be asked for when you call:

- Your policy number,
- Your full name,
- Your home address,
- The country, town or city you are calling from, and the exact address (number, street, hotel, etc.),
- The phone number on which we can reach you,
- The nature of your problem.

**VYV INTERNATIONAL ASSISTANCE**  
**3, Passage de la Corvette**  
**17000 La Rochelle**

## INFORMATION AND ADVICE SHEET

Dear Customer,

Taking into account the characteristics of the benefits you have purchased, the protection you are looking for and the information you have given us, we recommend the cover included in this insurance policy.

Before taking out this insurance policy, please read this Information Sheet and the following General Terms and Conditions carefully.

Please note that taking out this policy is optional and is not a condition for purchasing a Trip.

### Appendix to article A. 112-1

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

You have the right to withdraw from this policy within thirty (calendar) days of its signature, at no charge or penalty. However, if you benefit from one or several free insurance premiums, meaning that you are not required to pay a premium for one or several months at the start of the policy, this deadline will only run from the date on which all or part of the first premium is paid.

The exercise of the right to withdraw is subject to four conditions, as follows:

- You have taken out this policy for non-business purposes;
- This policy complements the purchase of goods or services sold by a provider;
- The policy you wish to cancel has not been fully executed;
- You have not reported any losses covered by this policy.

Under these circumstances, you may exercise your right of withdrawal from this policy through a letter or any other durable medium sent to the insurer. The insurer must reimburse you for the premium you have paid within thirty days of your withdrawal. Furthermore, to avoid a combination of insurance cover, you are asked to check that you are not already the beneficiary of cover for one of the risks covered by the policy you have taken out.

If you wish to cancel your policy but do not meet all the above conditions, please check the cancellation procedure set out in article 6 of the General Terms and Conditions of the Policy.

### IMPORTANT POINTS

This Policy is intended for anyone seeking protection against the events covered by the insurance policy.

Your General Terms & Conditions include exclusions and limitations which you should familiarise yourself with before signing up.

This information sheet and the General Terms & Conditions applicable to your insurance cover are communicated before you sign up and subsequently sent to you using the contact details you have provided. The General Terms & Conditions include notification concerning the processing of your personal data, indicating all your rights in this respect.

If there is any contradiction between the various documents, the most favourable provision will apply.

### HOW ARE COMPLAINTS EXAMINED?

#### 1. For your INSURANCE cover

Difficulties may arise during the life of the policy.

As regards any request or rectification of information concerning you or in the event of a dispute, you must first consult **MARSH** in writing:

- **By post:** MARSH S.A.S - Tour Ariane 92088 Paris La Défense
- **By email:** [reclamation.travel@sam-assurance.com](mailto:reclamation.travel@sam-assurance.com)

You will receive acknowledgement of receipt within 10 working days. You will be kept informed of progress in the examination of your situation and will receive (except in circumstances justified in writing) a reply no later than two (2) months after the submission of your letter of complaint.

If you are not satisfied with the response, you can contact the **Insurer's** customer relations department (AREAS - 47, rue de Miromesnil 75380 Paris cedex 08, [www.areas.fr](http://www.areas.fr), under the "submit a complaint" heading, which will reply within the same timeframe (non-cumulative), i.e. within two months of the date on which your letter of complaint was sent.

In any event, should the disagreement persist or in the absence of a response and on expiry of a period of two (2) months after your complaint has been sent, provided that no legal proceedings have been initiated, you may refer the matter to the Insurance Mediator (TSA 50110 75441 Paris cedex 09 or by email [www.mediation-assurance.org](http://www.mediation-assurance.org)). The Insurance Mediator's opinion is not binding on the parties, who are free to accept or reject the solution proposed and to refer the matter to the court with jurisdiction.

#### 2. For your ASSISTANCE cover

In the event of disagreement concerning the management of the policy, the Insured must address their complaint(s) to **VYV IA**, in writing:

- **By post:** VYV INTERNATIONAL ASSISTANCE - 3 Passage de la Corvette, 17000 La Rochelle - France
- **By email:** [mediation-reclamation@vyv-ia.com](mailto:mediation-reclamation@vyv-ia.com)

If the disagreement persists after an examination of the complaint, the Insured may request the opinion of the Mediator, without prejudice to other legal remedies, by email ([mediation@mutualite.fr](mailto:mediation@mutualite.fr)) or at the following address: Médiateur de la Mutualité Française, FNMF, 255 rue de Vaugirard, 75719 PARIS Cedex 15.

## TABLE OF BENEFITS

COVER	EXCESSES	CEILINGS
<b>INSURANCE COVERAGE</b>		
<b>CANCELLATION</b>		
<b>Cancellation for medical reasons/Death</b>	/	
<b>Cancellation due to:</b> <ul style="list-style-type: none"> <li>- Aggravated Theft or Serious Damage to private or business premises</li> <li>- Official notification to attend</li> <li>- Obtaining a salaried job</li> <li>- Lay-off</li> <li>- Serious damage to the vehicle</li> <li>- Visa refusal</li> <li>- Cancellation of an accompanying person (max. 4).</li> </ul>	€30 per person	8,000 per person/€50,000 per event
- Professional transfer		
- Cancellation or modification of paid leave	€100 per person	
- Aggravated Theft of identity papers		
- Attack/Act of terrorism/Natural disaster	25% of the cost of cancellation, with a minimum of €100	
- Excess/Lack of snow	10% of the cancellation fee, with a minimum of €50 per person and €150 per booking	
<b>All risks (subject to named exclusions)</b>		
<b>INTERRUPTION OF STAY/ACTIVITIES</b>		
Interruption of stay	/	€6,000 per person/€30,000 per event
Interruption of activities	/	€1,000 per day
<b>IMPOSSIBLE RETURN</b>		
Hotel costs		€150 per day per insured (max. 5 days)
Meal expenses	/	
Extension of policy cover (excluding cancellation)		
<b>CANCELLATION FOLLOWING COVID-19 INFECTION</b>		
Serious illness requiring quarantine and/or hospitalisation	/	€8,000 per person/€50,000 per event
Death or Serious Illness with hospitalisation of a Family Member	10% of the cancellation fee, with a minimum of €50 per person and €150 per booking.	
Positive PCR test for COVID-19		
Denied boarding		
<b>SPORTS AND LEISURE LIABILITY</b>		
Bodily injury and consequential damage	€80 per Loss	€150,000 per Loss
Material and consequential damage		€45,000 per Loss
<b>DAMAGE AND THEFT OF SKI EQUIPMENT</b>		
Personal equipment	/	€800 per person
Hired equipment (rental deposit)	/	€300 per person
<b>SEARCH AND RESCUE COSTS</b>		
Search fees	/	Actual cost
Emergency costs	/	Actual cost

ASSISTANCE COVERAGE		
PASSENGER ASSISTANCE		
24-hour Trip advice and medical information	/	Actual cost
Repatriation or medical transport (including in the event of COVID-19 infection)	/	Actual cost
Repatriation of accompanying persons	/	Travel ticket* + connecting Taxi** for the return journey
Repatriation of children under 18		
Visit from a relative in the event of hospitalisation for more than 7 days	/	Return ticket* + Hotel Expenses up to €80 per night per person (max. 10 nights)
Extended stay	/	Hotel expenses up to €80 per night per person (max. 10 nights)
Continuation of journey	/	Travel ticket* + connecting Taxi** for the return journey
<b>Medical expenses outside the country of residence</b>		
- France, Europe and Mediterranean countries	€150 per person	€5,000 per person
- Rest of the world		
- Emergency dental care/COVID test	/	€250/€100
<b>Advance on medical expenses outside the country of residence</b>		
- France, Europe and Mediterranean countries	€150 per person	€5,000 per person
- Rest of the world		
<b>Dispatch of medicines</b>	/	Postage and packing
<b>Dispatch of prostheses</b>	/	Postage and packing
<b>Repatriation of remains</b>		
- Cost of transporting the body	/	Actual cost
- Preservation treatment costs	/	Actual cost
- Cost of coffin or urn	/	€2,500
<b>Death formalities and recognition of the body</b>	/	Return ticket* + Hotel expenses: 3 nights at €100 per night and per person
<b>Impossible return</b>	1 night	€80 per night per person (max. 5 nights)
<b>Early return</b>		
- In the event of hospitalisation or death of a family member	/	Travel ticket* up to €750 + connecting taxi** for the return journey
- In the event of a loss at the domicile	/	
<b>Replacement driver</b>	/	Travel ticket* or Driver
<b>Legal assistance</b>	/	Fees: €5,000 Bail bond: €10,000
<b>Transmission of urgent messages</b>	/	Actual cost
<b>Psychological support following quarantine</b>	/	2 sessions per event
<b>Psychological support in the event of repatriation</b>	/	2 sessions per event
<b>Local telephone flat fee</b>	/	€50
<b>Cash advance</b>	/	€1,500
<b>Official documents</b>	/	Shipment costs
<b>Putting you in touch with a specialist following a Loss at the Domicile</b>	/	€200
<b>Caregiver</b>	/	20 hours

<b>Childcare</b>	/	20 hours
<b>Medicine delivery</b>	/	Delivery charges
<b>Educational support for an under-age child</b>	/	15 hours a week for 1 month
<b>Pet sitting</b>	/	10 days
<b>Domestic help</b>	/	10 hours spread over 4 weeks
<b>Delivery of meals and household shopping</b>	/	15 days of delivery charges
<b>Hospital comfort - TV rental</b>	/	€100
<b>COVID Assistance cover</b>		
- Suspension of stay	/	Accommodation until the date of return: 7 nights at €80 max. per night per person. Travel ticket for the return journey: €750 per person + connecting taxi
- Delayed return	/	
- Consequences of quarantine	/	
<b>Use of a motorised vehicle (buy-back exclusion)</b>	€250 per person	€1,000

\*1<sup>st</sup> class rail or economy class air travel

\*\* Hotel/airport/train station/Domicile transfer

**IMPORTANT: Only cover taken out and indicated on the Enrolment Certificate is valid.**

## COMMON PROVISIONS

### ARTICLE 1. LEGAL NOTICES

**Distributor:** La Plagne Resort - Simplified joint stock company with a capital of €200,000, Registered Office: Les Provagnes, 73210 La Plagne Tarentaise, Chambéry Trade and Companies Register No. 843 744 350, Intra-Community VAT FR 20843744350, Atout France register of tour and holiday operators: IM 7319001.

**Insurers:**

- Insurance cover: AREAS DOMMAGES - Mutual insurance company, registered in the Paris Trade and Companies Register under number D 775 670 466, having its registered office at 47/49 rue de Miromesnil 75008 PARIS
- Assistance cover: LLT CONSULTING SAS - VYV INTERNATIONAL ASSISTANCE – Simplified joint stock company with a capital of 100,000 euros, having its registered office at 3 Passage de la Corvette, La Rochelle Trade and Companies Register no. 828 002 188, ORIAS no. 17004577, acting in the name and on behalf of the Insurer RESSOURCES MUTUELLES ASSISTANCE, Union d'assistance governed by the provisions of Book II of the Mutuality Code, having its registered office at 46 rue du Moulin – B.P. 62127 – 44121 VERTOOU cedex, registered in the Siren Register under SIREN number 444 269 682, all of which, known as VYV International Assistance, is referred to as VYV IA hereinafter.

**Managing broker:** MARSH S.A.S - Tour Ariane 92088 Paris La Défense – Simplified joint stock company with a capital of €11,224,381.25 – Insurance brokerage company – RCS Nanterre 572 174 415 NAF 6622Z – Orias 07 001 037.

The Distributor and the Managing Broker are remunerated in the form of commissions deducted from insurance premiums excl. tax and/or of management charges and/or of fees. Neither the Distributor nor the Managing Broker holds any voting rights, shares or interest in any insurance company, and no insurance company holds any shares or voting rights in these companies.

Enrolment for this insurance policy is optional, and insurable services may be purchased without taking out insurance.

As with any insurance policy, it entails rights and obligations for both you and us, which are set out in the following pages.

This Policy is governed by French law, in particular the Insurance Code.

This insurance policy consists of this Information Sheet, which serves as the General Terms and Conditions, and the Enrolment Certificate, which serves as the Special Terms and Conditions. In the event of contradictions or inconsistencies between these documents, the Special Terms and Conditions take precedence over the General Terms and Conditions.

### ARTICLE 2. ENROLMENT

The Adherent's agreement to enrol in the Policy may be expressed electronically (on a website or by email), orally in the case of a telephone sale or in writing in the case of an on-site purchase (on the premises of the Travel Agency or the Tour Operator).

The **conditions of eligibility** for Enrolment are as follows:

- The Adherent must have purchased a Trip from an Travel Agency or Tour Operator,
- The period of the Trip purchased by the Adherent must not exceed 90 consecutive days,
- Enrolment takes effect subject to payment of the premium by the Adherent.

For Cancellation cover to be valid, this Policy **must be taken out at the same time as the trip is booked or before the start date of the Cancellation Fee Schedule applied by the Travel Agency or Tour Operator.**

### ARTICLE 3. FORTUITOUS EVENTS

Events that could trigger cover must occur imperatively after cover becomes effective and/or must not have been known to the Insured on the date cover becomes effective. Otherwise we are entitled to claim that there are no fortuitous events and refuse to pay. The fortuitous event must have a direct and exclusive causal link with the inability to leave.

### ARTICLE 4. PAYMENT OF PREMIUM

The Adherent is informed of the VAT-inclusive total in due time before Enrolment. The insurance premium is paid upon Enrolment in the Policy, to the Insurer or its representative (indicated on the Trip reservation invoice), and includes applicable taxes and charges, indicated separately in the Trip reservation invoice. No cover will be provided if the premium is not paid.

### ARTICLE 5. COVER PERIOD

Subject to payment of the premium by the Adherent and the conditions set out in the Enrolment article, Enrolment takes effect on the date on which the Adherent receives confirmation of their enrolment by email.

The period of validity corresponds to the period of the services sold by the Travel Agency or Tour Operator.

- Cancellation: from the date of enrolment in this Policy until the date of departure on the outward journey.
- Other cover: from the scheduled day of departure (outward journey) to the scheduled day of return.

The other areas of cover indicated above are applicable for the period of the Trip corresponding to the invoice issued by the Travel Agency or Tour Operator with a **maximum of 90 days from the departure date of the Trip**.

#### **ARTICLE 6. TERRITORIALITY**

The cover and/or benefits taken out under this policy apply worldwide (unless otherwise stipulated).

#### **ARTICLE 7. RIGHT TO WITHDRAW**

The Adherent may cancel their enrolment (if it was concluded more than 30 days before the departure date).

In this case, you can exercise your right to withdraw within 30 days of the effective enrolment date by sending a registered letter with acknowledgement of receipt to:

**La Plagne Resort**  
1355, route d'Aime  
Les Provagnes  
73210 La Plagne Tarentaise

To do so, You may use the following template:

*"I, the undersigned, Mr/Ms (full name), residing at (full address), hereby withdraw from policy no. (quote the number of your order or the enrolment number shown on the enrolment certificate) taken out with AREAS DOMMAGES AND VYV IA, in accordance with Article L. 112-10 of the French Insurance Code.*

*I certify that, at the date this letter is sent, I am not aware of any losses bringing any cover in the policy into play."*

We will reimburse you for all insurance premiums paid, within a maximum of thirty (30) complete calendar days from the date we receive your withdrawal request, on condition that no indemnity claims have been submitted or are in the process of being submitted and that no event that could give rise to a Loss has occurred.

Exercising the right to withdraw terminates the policy as of the receipt date of the letter or other durable medium.

As soon as you become aware of a Loss bringing the policy into play, you can no longer exercise this right to withdraw. The full premium or contribution remains payable to the insurance company if you exercise your right to withdraw if a Loss bringing the policy into play occurs during the 30-day withdrawal period.

You may also choose not to take advantage of your right to withdraw by requesting – where applicable – benefits provided by the Policy to be carried out.

#### **ARTICLE 8. WHAT ARE THE PENALTIES IF YOU INTENTIONALLY MAKE A FALSE STATEMENT WHEN REPORTING A LOSS?**

**ANY FRAUD, RETICENCE OR INTENTIONAL MISREPRESENTATION ON YOUR PART CONCERNING THE CIRCUMSTANCES OR CONSEQUENCES OF THE LOSS, THE AMOUNT OF DAMAGE, THE DELIBERATE USE OF INACCURATE DOCUMENTS OR FRAUDULENT MEANS AS PROOF, OR THE FAILURE TO DECLARE THE EXISTENCE OF OTHER INSURANCE POLICIES COVERING THE SAME RISKS, WILL ENTAIL LOSING THE RIGHT TO ANY BENEFITS OR INDEMNITY FOR THIS LOSS.**

#### **ARTICLE 9. INTERNATIONAL SANCTIONS**

In accordance with international regulations, the Insurer and/or its agents may not provide insurance services or pay Losses that would expose the Insurer to sanctions or prohibitions by international organisations or trade bodies.

Consequently, no coverage, claim, benefit or response to a claim can be provided under this policy that would expose the Insurer to any prohibition, sanction or restriction in respect of United Nations resolutions or the trade laws or regulations or economic sanctions of the European Union, the United Kingdom or the United States of America.

Equally, any reimbursements made to people appearing on the list of asset freezes published regularly by the French Ministry of Finance and Public Accounts who could help or finance terrorist activities will be immediately suspended and declared to the administration so that the latter can implement the appropriate measures.

#### **ARTICLE 10. JURISDICTION OF COURTS**

Any dispute between the Insured and the Insurer concerning the conditions of application of this policy, failing an amicable resolution, will be governed solely by French law and fall within the exclusive jurisdiction of the French courts. However, if the Insured is domiciled in the Principality of Monaco, the courts of Monaco will have exclusive jurisdiction in the event of a dispute between the parties.

#### **ARTICLE 11. LANGUAGE USED**

The language used in the context of pre-contractual and contractual relations is French.

#### **ARTICLE 12. COMBATING MONEY LAUNDERING AND THE FINANCING OF TERRORISM**

The checks we are legally obliged to carry out to combat money laundering and the financing of terrorism, particularly on cross-border capital movements, may lead us to ask you for explanations or proof at any time, including on the purchase of insured goods. In accordance with the



French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, and the French Monetary and Financial Code, you have the right to access your personal data by writing to the CNIL (the French data protection authority).

**ARTICLE 13. MULTIPLE INSURANCES**

In accordance with the provisions of article L. 121-4 of the Insurance Code, when several insurance policies are taken out non-fraudulently for the same risk, each of them produces its effects within the limits of the cover provided by the policy, and in compliance with the provisions of article L. 121-1 of the Insurance Code. In this case, the Insured must notify all the insurers.

Within these limits, the Insured may contact the Insurer of their choice. If such policies are entered into deceitfully or fraudulently, the penalties set out in the Insurance Code (nullity of the policy and damages) apply.

**ARTICLE 14. AUTHORITY RESPONSIBLE FOR SUPERVISING THE INSURER**

**The Autorité de Contrôle Prudentiel et de Résolution (ACPR)**

4 Place de Budapest - CS 92459

75436 Paris Cedex 09, France

## YOUR INSURANCE COVERAGE

### ARTICLE 1. DEFINITIONS SPECIFIC TO INSURANCE

The following definitions apply to all benefits, unless otherwise specifically defined for each of them.

For the purposes of this policy, the following mean:

**Serious Accidental Bodily Injury:** any unintentional bodily injury to the victim resulting from the sudden action of an external cause certified by a medical doctor, leading to the issue of a prescription for medication or treatment for the injured person and involving the cessation of all professional activity or, in the absence of a professional activity, any other basic activity needing to be carried out in the context of everyday life and preventing the injured person from moving around by their own means.

**Adherent:** a natural person who has enrolled for this group insurance Policy with optional enrolment and paid the corresponding insurance premium.

**Travel Agency or Tour Operator:** a company duly authorised by MARSH to distribute this Policy in addition to its services as an insurance intermediary on an ancillary basis.

**Fortuitous Event:** an unintentional, unforeseeable, irresistible and external event.

**Insured(s):** a natural person(s) duly insured under this Policy, in accordance with the cover taken out, and whose surname(s) and first name(s) appear on the enrolment certificate or in the special terms and conditions of the Policy, referred to hereinafter as "**you**".

**Insurer: AREAS DOMMAGES**, hereinafter "**we**", through the intermediary of the Managing Broker MARSH, having its registered office is at 47-49 rue de Miromesnil 75380 Paris Cedex 08.

**Attack:** Any act of violence constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order.

This "attack" must be recorded by the French Ministry of Foreign Affairs.

**Beneficial owner:** A person who receives benefits not in a personal capacity but because of their relationship with the insured. Unless otherwise stipulated at the time of enrolment in this Policy, this only applies to the Spouse, failing that the children and failing that the heirs of the Insured.

**Cancellation fee schedule:** The schedule of cancellation charges applied by the Travel Agency or Tour Operator according to the timeframe between the date of cancellation and the date of departure or service.

**Natural disasters:** Abnormal intensity of a natural agent not caused by human intervention and recognised as such by the authorities of the country where it occurs.

**Ski Area:** mountain area where you can ski and undertake other sporting activities, sliding or otherwise, on the snow during the winter season, including marked trails and off-piste in the vicinity, meaning accessible via ski lifts and returning through gravity to the skiing area in accordance with law no. 2016-1888 of the 28th of December 2016, known as the Mountain Law.

**Spouse:** the Insured's spouse or civil partner of the opposite or same sex, living under the same roof and having a relationship with the Insured recognised by the law of the country of origin (Domicile).

**Forfeiture:** a contractual sanction that deprives you of all cover for the Loss to which it applies. It cannot be invoked against injured parties other than the Insured or their beneficiary owners if you incur it as a result of failure to comply with your obligations following a Loss.

**Domicile:** the Insured's main and usual place of residence in mainland France, the French overseas departments and territories (DROM), the French overseas territories and territories (POM COM) and *sui generis* collectivities or in Europe. In the event of a dispute, the tax domicile is considered the Domicile.

**Bodily injury:** any accidental physical or mental harm suffered by a person, as well as any resulting financial loss.

**DROM POM COM:** new names for the French overseas departments and territories since the constitutional reform of 17 March 2003 changing their names and definitions. The following definitions apply:

- DROM (Overseas Departments and Regions): French Guiana, Guadeloupe, Réunion and Martinique,
- POM (overseas countries): French Polynesia and New Caledonia,
- COM (overseas collectivities): Wallis and Futuna, Mayotte, Saint-Pierre-et-Miquelon, Saint-Barthélemy and Saint-Martin.

**Transport company:** any company duly authorised by the public authorities to carry passengers.

**Europe:** Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hungary, Greece, Iceland, Ireland, Italy and its Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland and United Kingdom. In the event of a dispute, the tax domicile is considered the Domicile.

**Epidemic:** any outbreak and spread of a contagious infectious disease that affects a large number of people at the same time on a national scale and is declared an epidemic by the World Health Organisation (WHO) or the competent health authority of the country where the Loss occurred.

**Cancellation fees:** amount of the fees contractually owed to the Travel Agency or Tour Operator by its client and appearing in its general terms and conditions of sale approved by the Insured when signing their Trip registration form.

**Search costs:** costs of operations carried out by civil or military rescuers or specialised public or private organisations making a specific trip to search for the Insured in a place where there is no organised or nearby means of rescue.

**Rescue costs:** costs of transport following search operations (after the Insured has been located) from the place where the Accident occurred to the nearest medical facility.

**Mainland France:** Mainland France and Corsica, including DROM POM COM.

**Excess:** the part of the indemnity to be borne by you in the event of a Loss.

**Snowfront:** public area of a winter sports resort or snow stadium which forms the main interface between the resort and the Ski Area, and which contains the starting point of one or more ski lifts and the finishing point of one or more ski runs.

**Strike:** collective action consisting of a concerted cessation of work by the employees of a company, economic sector or professional category in support of their demands.

**Civil war:** armed opposition between several parties belonging to the same country, and any armed rebellion, revolution, sedition, insurrection, coup d'état or the application of martial law or closure of borders ordered by the local authorities.

**Foreign war:** armed opposition, whether or not declared, between one State and another State, as well as any invasion or state of siege.

**Illness (or Disease)/Accident:** a sudden and unforeseeable deterioration in health certified by a competent medical authority, contraindicating the insured stay and requiring appropriate treatment.

**Serious Illness:** sudden and unforeseeable deterioration in health certified by a competent medical authority leading to the issue of a prescription for medication or treatment for the patient and involving the absolute cessation of all professional activity or, in the absence of a professional activity, any other basic activity needing to be carried out in everyday life.

**Family Member:** a person who can prove a family relationship (de jure or de facto) with the Insured from the following list: spouse, ascendants or descendants up to the second degree, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law. They must be domiciled in the same country as you, unless otherwise stipulated in the policy.

**Negligence:** any action by the Insured with regard to property or an event, resulting in foreseeable damage (or loss) to themselves, to another Insured or to a third party, which could have been avoided in the situation in question. Negligence applies to any oversight and theft.

**Personal items:** cameras, camcorders, portable games consoles, multimedia players, laptops and tablets belonging to the Insured and purchased within the last 3 years.

**Precious items:** jewellery, precious metal objects, pearls, hardstones and watches with a purchase value of more than €50.

**Pandemic:** An epidemic that develops over a vast territory and crosses borders, qualified as a Pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the Loss occurred.

**Pollution:** environmental degradation caused by the introduction into the air, water or soil of substances not naturally present in the environment.

**Usual residence:** the Insured's place of residence for tax purposes.

**Legal liability:** the obligation to compensate the consequences of damage caused to a Third Party by one's own actions or those of persons for whom one is responsible, or by objects in one's care.

**Loss:** a fortuitous event that could trigger the cover provided by this Policy. If there are several causes for the Loss, only the first of the causes produced or invoked by the Insured will be retained.

**Subrogation:** a legal situation whereby the rights of one person are transferred to another (in particular, the Insurer's substitution for the Insured for the purposes of proceedings against the opposing party).

**Third Party:** any person responsible for damage other than the Insured. Any Insured who suffers Bodily Injury, material damage or consequential loss caused by another Insured (Insureds are considered as third parties between each other). Any natural or legal person, excluding the Adherent, the Insured, members of their family, persons accompanying them and their agents.

**Wear and Tear:** depreciation in the value of an asset caused by time, use or maintenance conditions on the date of the loss. Unless otherwise stipulated in the policy, the wear and tear applied to calculate the indemnity due is 1% per month, up to a maximum of 80% of the initial purchase price.

**Aggravated Theft:** fraudulent misappropriation committed by a third party against the Insured, proven and recorded as such by a competent authority in the following cases: Burglary and robbery, as recorded in the complaint report lodged with the police. **In the event of Aggravated Theft, you must provide proof that a complaint has been lodged with the police within 48 hours of the day on which the Aggravated Theft was observed.**

**Burglary:** theft of property belonging to the Insured committed by a third party by forcing, damaging or destroying the external locking device (activated at the time of the theft) of the closed premises in which the stolen property was contained. The theft must be characterised by the presence of solid evidence, in particular physical traces found on the external locking system:

- Of a real estate premises or movable property,
- Of a motorised land vehicle, provided that the insured property was not visible from the outside.

**Robbery:** theft of property belonging to the Insured committed by a third party using physical or verbal violence against the Insured.

**Trip:** a trip organised by the Travel Agency or Tour Operator, for which you are insured and have paid the corresponding premium. The period of validity of cover corresponds to the dates of travel indicated in the invoice issued, with a **maximum period of 90 consecutive days**.

## ARTICLE 2. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL INSURANCE COVER?

The following are excluded in all cases, unless otherwise stipulated:

- Epidemics/Pandemics recognised by national or international health authorities,
- Volcano eruptions, earthquakes, floods, tidal waves or other natural cataclysms, natural catastrophes,
- Pollution,

- Civil or foreign wars, riots, strikes or civil commotion,
  - Attacks or acts of terrorism,
  - Disintegration of the atomic nucleus or any irradiation from ionising radiation,
  - alcoholism, inebriation, use of drugs, narcotics or medication not prescribed by a medical doctor. To determine whether influence existed, we will refer to the provisions established by the laws on motor vehicle driving and pedestrian safety in force at the time the incident occurred,
  - duels, betting, crimes, brawls (except in legitimate self-defence),
  - Practice of the following sports: bobsleighting, skeleton, mountaineering, competitive luge, air sports, apart from parasailing, as well as those resulting from participation or training in official matches or competitions organised by a sports federation,
  - The professional practice of any sport,
  - Suicide and the consequences of attempted suicide,
  - Any intentional act or negligence on the part of the Insured,
  - The absence of any fortuitous event,
  - Any circumstance that is merely detrimental to the enjoyment of the Insured's Trip,
  - Forgetting, refusing or failing to vaccinate,
  - Geographical destinations that the French Ministry of Foreign Affairs has advised against,
  - Any act punishable by law,
  - Any event for which the Travel Agency or the Tour Operator may be held responsible in application of Titles VI and VII of Act no. 92-645 of 13 July 1992 setting the conditions for the organisation and sale of Trips,
  - Default of any kind, including financial default, on the part of the Organiser of your trip or the carrier, making it impossible to fulfil its contractual obligations,
  - Expenses incurred after the return from the Trip or the expiry of the cover,
  - Consequences of criminal proceedings against you,
  - Health conditions at the Trip destination,
  - Aggravated Theft other than burglary or robbery,
  - The administrative costs invoiced by the Travel Agency or the Tour Operator after cancellation or modification of the trip, tips, visas, any taxes refundable to the Travel Agency or Tour Operator or to the Insured by the carrier or any collecting body, as well as the premium paid for enrolling in this policy,
  - Any event occurring between the date on which you reserve your Trip and the date on which you enrol in this policy.
- In addition to these general exclusions, there are specific exclusions that apply to each benefit under this policy.

### ARTICLE 3. CANCELLATION

#### 3.1. WHAT DO WE COVER?

We will reimburse you for a deposit or any sums retained by the Travel Agency or Tour Operator (Cancellation Costs) invoiced in accordance with the conditions of the cancellation schedule listed in the general terms and conditions of the Agency or Operator, **less the Excess** indicated in the Table of Benefits (**excluding administration fees, visa fees, insurance premiums and any taxes**), when you are obliged to cancel your Trip BEFORE DEPARTURE (on the outward journey).

**If you cancel your Trip belatedly, we will reimburse you only for the Cancellation Fees due on the date of the event giving rise to the benefit.**

#### 3.2. WHEN DO WE INTERVENE?

##### a) Cancellation for medical reasons/Death

**For the causes and circumstances listed below, cover is provided only under the conditions precisely described below, within the limits of the Table of Benefits:**

- **Serious Illness, Serious Accidental Bodily Injury or death, including a relapse or aggravation of a chronic or pre-existing illness, as well as the consequences or after-effects of an accident that occurred prior to the policy enrolment date and could not have been foreseen on the Trip registration date, preventing the Trip from taking place** (for calculating the reimbursement, the date of the first medical observation of the aggravation, development or relapse will be used):
  - of yourself,
  - of a Family Member, provided that the event occurs during the 30 days prior to departure,
  - of your professional replacement, provided that a replacement agreement has been signed and regularised before the reservation date,
  - of a legal guardian,
  - of a person usually living under your roof,
  - of the person designated when you took out the policy, responsible for looking after or accompanying on holiday your under-age children or a disabled person living under your roof for whom you are the legal guardian, provided that the person is hospitalised for more than 48 consecutive hours or dies.
- **Unplanned hospitalisation of more than 48 consecutive hours or the death not foreseeable on the Trip registration date of an uncle, aunt, nephew or niece** of the Insured or their Spouse necessitating presence at their bedside or at their funeral on a date during the Trip.

- **Complications due to pregnancy before the 28<sup>th</sup> week of pregnancy** of one of the persons taking part in the trip and insured under this policy:
  - resulting in the absolute cessation of any professional activity or other basic activity needing to be carried out in everyday life **or**,
  - if the very nature of the trip is incompatible with the state of pregnancy, provided that the Insured was not aware of her condition at the time the trip was booked.
- **A contraindication to vaccination or the medical impossibility of following a preventive treatment required for the chosen destination**, provided that the contraindication or medical impossibility was unknown at the time of enrolment in the policy and beyond the Insured's control.

**The following are excluded:**

- **any hospitalisation at the time you reserved your Trip or enrolled in the policy,**
- **An Accident or Illness whose cause is known before enrolment in the policy,** except as regards unforeseeable changes in health,
- **a pathology that has not stabilised and has been diagnosed or treated during the 30 days prior to booking the Trip,**
- **pregnancy complications when the person is more than 6 months pregnant,**
- **voluntary terminations of pregnancy, their consequences and complications,**
- **cancellations resulting from periodic monitoring and control examinations,**
- **medical interventions arising from the sole wishes of the Insured** except in the event of medically recognised necessity,
- **An Illness or Accident whose first diagnosis, relapse or aggravation occurred prior to the date on which the Insured enrolled in this policy and make it impossible for the Insured to travel,**
- **any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, which has not resulted in hospitalisation for more than 4 consecutive days or been qualified as such by a competent medical authority,**
- **the death of a Family Member or any other person known to the Insured if this occurs more than one month before the departure date.**

b) **Cancellation for named causes**

Cover is provided for the causes and circumstances listed below only under the conditions precisely described below and up to the amounts shown in the Table of Benefits:

- **Aggravated Theft or major material damage as a result of fire, explosion or water damage**, occurring at the Insured's Domicile or Business Premises in the 48 hours prior to departure, provided that more than 25% of these premises are destroyed and that the event requires the Insured's presence to carry out the necessary protective measures. A complaint must be lodged with the police within 48 hours of the date on which the Aggravated Theft is observed.
- **Material damage resulting from an Accident to a vehicle belonging to the Insured during the 48 hours prior to departure**, rendering the vehicle non-repairable within the time required for the Insured to reach the stay location or departure point for the Trip on the date initially planned, and if the vehicle is essential for the Insured to get there.
- **Lay-off of the Insured**, provided that the procedure was not initiated prior to enrolling in the policy and that the Insured was not aware that this procedure was initiated when they enrolled.
- **The obtaining of salaried employment by the Insured for a period of more than 6 months** taking effect before and during the dates scheduled for your Trip, if you were registered as a job seeker with Pôle Emploi (job centre) on the date you registered for the Trip and provided that this does not involve a contract extension or renewal or a change in the type of employment contract or an assignment provided by a temporary employment agency. This cover is granted to salaried employees, **and does not include members of a liberal profession, managers, legal representatives of a company, self-employed workers, artisans and "intermittents du spectacle" (casual entertainment workers).**
- **A notice to attend for the Insured** on a date during your insured trip, which is **imperative, unforeseeable and cannot be postponed**, provided that the notice was not known at the time of enrolment in the Policy and requires the Insured's presence **for one of the following reasons**:
  - Summons or notice to appear before a court as a jury member, witness or expert,
  - Notice to attend for the adoption of a child,
  - Notice to attend an appointment for an organ transplant,
  - Notice to attend a higher education re-take examination, provided that the exam failure is not known at the time of enrolment in the Policy,
  - Summons to appear before an ordinary court or administrative tribunal.
- **Your non-disciplinary professional transfer**, imposed by your employer in writing, obliging you to move during the period of your insured Trip or within 15 days of the date you return from the Trip and provided that the transfer was not known at the time of enrolment in the Policy. This cover is granted exclusively to salaried employees, **and does not include members of the liberal professions, managers, legal representatives of companies, self-employed workers, artisans and "intermittents du spectacle" (casual entertainment workers).**

- **Cancellation or modification of the dates for paid leave imposed by your employer** because of exceptional circumstances with the characteristics of force majeure, provided that this is for exceptional circumstances, when these dates had been officially approved by the employer in writing before you registered for the Trip and enrolled in this policy. The initial agreement letter provided by the employer will be required. This cover is granted to salaried employees, **and does not include members of a liberal profession, managers, legal representatives of a company, self-employed workers, artisans and "intermittents du spectacle" (casual entertainment workers). This benefit does not apply in the event of a change of job.**
- **The Aggravated Theft of your identity card or passport during the 48 hours prior to your departure**, if these documents are essential for the insured Trip, thus preventing you from complying with control measures by the competent authorities or obligations concerning land, air or sea traffic and provided that the theft has been reported, when observed, to the nearest police authorities within 48 hours.
- **Refusal of a tourist visa** by the authorities of the country chosen for your Trip, provided that the documents required to rule on your visa application have been submitted to the competent authorities of this country within the required time and that no application has been submitted previously and already refused by these authorities regarding a previous Trip. **The absence of a reply from the country's authorities concerning the issuance of a visa is not covered.** Proof from the embassy will be required.
- **Cancellation following a riot, an Attack or act of terrorism or a natural disaster, within a radius of 50 km of your holiday location in the destination city or cities or the stay venue** if the following cumulative conditions are met:
  - The event has resulted in material damage and bodily injury in the destination city or cities,
  - The French Ministry of Foreign Affairs advises against travel to the destination city or cities,
  - The Travel Agency or Tour Operator is unable to offer you an alternative destination,
  - Your departure date is scheduled less than 30 days after the occurrence of the event,
  - No similar event has occurred in the destination city or cities in the 30 days prior to booking your Trip.
- **Cancellation of an accompanying person (maximum 4):** cancellation for a covered reason of one or more persons booked at the same time as you (with trips for 4 people maximum) and insured under this Policy. If you wish to carry out the Trip alone, the additional costs will be taken into account, but our reimbursement will not exceed the amount due in the event of cancellation on the date of the event.
- **Excess/Lack of snow** when all the following conditions are met:
  - the Trip dates are between 15 December and 15 April each year, provided that the Ski Area concerned is actually open during these periods,
  - excess or lack of snow causes the closure of more than 70% of the slopes in the Ski Area for at least 3 consecutive days in the 5 days preceding the Trip start date,
  - excess or lack of snow is recorded in a weather and piste opening report published by the operator of the Ski Area concerned.

**The following are excluded:**

- **non-presentation of documents essential to the Trip: passport, visa, travel tickets, proof of vaccination**, unless otherwise stipulated in the cover,
- **lay-off, a transfer for which the procedure has been initiated at the time of enrolment,**
- **mutually agreed termination of contract,**
- **theft of the identity card or passport when entrusted to another party,**
- **the closure of runs where the Snowfront is below 1000 metres,**
- **the closure of ski runs in the Ski Area due to a breakdown, sabotage or accident preventing the normal operation of the ski lifts, Strike or lack of staff, or through an administrative decision not resulting from the occurrence of an excess or lack of snow,**
- **the non-opening of the Ski Area for skiing season concerned.**

c) **Cancellation all risks (subject to named exclusions)**

Apart from the reasons listed above, cover is also provided, within **the limits of the Table of Benefits, for any other justified fortuitous event of any kind that constitutes an immediate, real and serious obstacle** to your departure. This event must be sudden, unforeseeable on the date on which cover takes effect, beyond your control, and must prevent your participation in the Trip.

**In addition to the "Cancellation for medical reasons" and "Cancellation for named causes" exclusions, any cancellation caused by the transport company, the Tour Operator or the service provider is also excluded.**

### 3.3. IN THE EVENT OF A LOSS

**It is your responsibility to establish the reality of a situation eligible for our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.**

a) **What is the timeframe for reporting a Loss?**

**Cancellation for medical reasons:** you must declare your Loss **as soon as** a competent medical **establishes** that the seriousness of your state of health contraindicates your Trip.

If you cancel after this contraindication to travel, our reimbursement will be limited to the Cancellation Fees in force on the date of the contraindication (calculated according to the Travel Agency's or Tour Operator's schedule, of which you were aware when you registered).

With any other reason for cancellation: you must declare your Loss as soon as you become aware of an event that may trigger cover. If you cancel your trip after this date, our reimbursement will be limited to the Cancellation Fee in force on the date of the event (calculated according to the Travel Agency's or Tour Operator's schedule, of which you were aware when you registered).

If the Loss is not declared directly to us by the Travel Agency or Tour Operator, **you must notify us within 5 working days of the event triggering cover. If this deadline is not met and we suffer a loss as a result, you will lose all right to indemnification.**

#### b) What are your obligations in the event of a Loss?

Your report must be accompanied by the following supporting documents:

- **in the event of Illness or an Accident:** medical certificate and/or hospitalisation certificate specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident, and contraindicating the Trip.
- **in the event of death:** death certificate and civil status certificate,
- **in other cases:** any supporting documents.

You must send us the documents and medical information we need to investigate your claim using the envelope pre-printed with the name of the medical consultant we send you when we receive the claim form, together with the medical questionnaire to be completed by your doctor. If you do not have these documents or information, you must obtain them from your regular doctor and send them to us using the above-mentioned pre-printed envelope.

You must also send us, in an envelope pre-printed with the name of the medical advisor, any information or documents we ask you to provide, in order to justify the reason for your cancellation, and in particular:

- all photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they have been provided or carried out, including, for prescribed medicines, the medical claim forms containing copies of the corresponding labels,
- statements from the Social Security and complementary organisations or any other similar body concerning the reimbursement of treatment costs and the payment of daily allowances,
- the original receipted invoice for the debit you are required to pay to the Travel Agency or Tour Operator, which is kept by the latter,
- your policy number,
- the registration form issued by the Travel Agency or Tour Operator,
- in the event of an Accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible and of any witnesses.

**It is also expressly agreed that you accept in advance the principle of an examination by our medical consultant. If you object without a legitimate reason, you will lose your right to cover.**

## ARTICLE 4. CANCELLATION FOLLOWING COVID-19 INFECTION

### 4.1. WHAT DO WE COVER?

We will reimburse you for the sums actually paid and the **Costs of Cancellation or Modification of your Trip due under this policy**, up to the amount indicated in the Table of Benefits (**excluding administration fees, visa fees, insurance premiums and any taxes**), if the Trip is cancelled for one of the following reasons:

- **Illness** following the Insured's infection by COVID-19 established by a medical authority, and resulting in quarantine and/or hospitalisation during the dates of the trip or contraindicating travel (supporting documents will be required);
- **Death or Illness** resulting in the hospitalisation of a Family Member of the Insured following infection by COVID-19 declared during the 30 days prior to departure, established by a medical authority and requiring the Insured's presence during the dates of the trip (supporting documents will be required).

In these two cases, cover is only acquired if the Insured or their Family Member has a **positive PCR test for COVID-19** and if the test was carried out **either at the request of a doctor consulted before** carrying out the test to check existing symptoms, or on the **Insured's initiative** after obtaining a "positive" PCR test, confirmed by a doctor consulted for the treatment and monitoring of existing symptoms during the 15 days prior to the start of the Trip.

- **Denial of boarding to the Insured following a COVID-19 check carried out on arrival at the departure airport.** Proof must be provided to us by the transport company that denied you boarding, or by the health authorities,
- **A positive COVID-19 result with a PCR test carried out during the 72 hours prior to departure, as required** by the health authorities of the destination country, the Travel Agency or Tour Operator or the transport company in order to be able to travel.

The following are excluded:

- The impossibility of leaving due to the closure of borders, travel restrictions, transport cancellations, material organisation, or accommodation or safety conditions at the destination,
- PCR tests not required by the country of destination, the transport company or the Travel Agency or Tour Operator,
- PCR tests that do not meet the conditions of this cover,
- Antigenic tests,
- Any person declared as a COVID-19 contact case but not confirmed by a positive PCR test and/or not preventing the Trip from taking place,
- An illness or event whose first diagnosis, relapse or aggravation occurred prior to the date of enrolment in this policy and making it impossible for the Insured to travel,

If you cancel your Trip belatedly, we will reimburse you only for the Cancellation Fees due on the date of the event giving rise to the benefit.

#### 4.2. IN THE EVENT OF A LOSS

It is your responsibility to establish the reality of a situation eligible for our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.

##### a) What is the timeframe for reporting a Loss?

Two stages:

- At the first sign of illness, you must notify **your Travel Agency or Tour Operator IMMEDIATELY**.  
**If you cancel the Trip at a later date with your Travel Agency or the Tour Operator, we will only reimburse you for Cancellation Costs from the date of the contraindication recorded by a competent authority, in accordance with the cancellation schedule shown in the Travel Agency's special terms and conditions of sale.**
- You must declare the Loss to **MARSH within 5 working days** of the event triggering the cover.  
**If this deadline is not met and we suffer a loss as a result, you will lose all right to indemnification.**

**When sending us your report, remember to indicate:**

- your full address,
- your telephone number,
- the name of your Travel Agency,
- your trip reference number,
- the start and end dates of your stay.

##### b) What are your obligations in the event of a Loss?

Your Loss declaration must be in writing and accompanied by the following supporting documents:

- **in the event of illness and/or hospitalisation:** medical certificate and/or hospitalisation certificate specifying the origin, nature, seriousness and foreseeable consequences of the illness.
- in the **event of a positive PCR test:** the doctor's prescription for the performance of a PCR test or the treatment of the illness, and the test result.
- **if you are denied boarding:** a document issued by the transport company that denied you boarding, or by the health authorities. In the absence of this proof, no indemnity can be paid.
- **in the event of death:** death certificate and civil status certificate.

You must provide MARSH with the medical documents and information required to investigate your claim, using the pre-printed "Medical Service" envelope we send you when we receive your Loss report, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your regular doctor and send them to MARSH using the above-mentioned pre-printed envelope.

You must also provide any information or documents required to justify the reason for your Loss, and in particular:

- all photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they have been provided or carried out, including, for prescribed medicines, the medical claim forms containing copies of the corresponding labels,
- statements from Social Security and supplementary organisations or any other similar body, concerning the reimbursement of treatment costs and the payment of daily allowances,
- the original receipted invoice for the debit you must pay the Travel Agency or the Tour Operator, which is kept by the latter,
- your policy number,
- the registration form issued by the Travel Agency or Tour Operator,
- and any other necessary documents.

**It is also expressly agreed that you accept in advance the principle of an examination by our medical consultant. If you object without a legitimate reason, you will lose your right to cover.**



## ARTICLE 5. INTERRUPTION OF STAY/ACTIVITIES

### 5.1. WHAT DO WE COVER?

If your Trip is interrupted as a result of your medical repatriation organised by an assistance company, we will reimburse you and your Family Members insured under this policy or any non-Family Member accompanying you and insured under this policy, **for accommodation costs already paid and not used (excluding tickets for the return journey) pro rata temporis, from the night following the event entailing medical repatriation or hospitalisation on site.**

Similarly, if a Family Member not taking part in the Trip suffers a serious Illness or Serious Accidental Bodily Injury or dies, and you therefore have to interrupt your Trip to be at their bedside or attend their funeral and an assistance company repatriates you, we will reimburse you and your Family Members insured under this policy or a non-Family Member accompanying you and insured under this policy for **accommodation costs already paid and not used (excluding tickets for the return journey) pro rata temporis, from the night following the date of the early return.**

**In the event of Aggravated Theft, serious fire, explosion or water damage, or damage caused by the forces of nature to your professional or private premises** and requiring your presence in order to take the necessary protective measures during the dates of your stay, we will reimburse you and your Family Members insured under this policy or a non-Family Member accompanying you and insured under this policy for **accommodation costs already paid and not used (excluding tickets for the return journey) pro rata temporis, from the night following the date of the early return.**

**If you interrupt your Trip without calling on an assistance company, no indemnity will be due.**

In the case of **sporting activities** booked and paid for with the Trip by the Insured, we will reimburse the Insured **on a pro rata basis for the cost of non-refundable packages for sporting activities (ski lift passes, ski lessons, hire of sports equipment, etc.)** included in the insured amount and indicated on the insurance certificate, **already paid for and not used**, if the Insured has to interrupt the practice of this activity solely in the event of an Accident prohibiting the practice of this sport, up to the amount indicated in the Table of Benefits.

Sporting activity packages must be detailed in an invoice provided by the Travel Agency or Tour Operator.

**The following are excluded:**

- **Illnesses or Accidents where the first diagnosis, treatment, a relapse, aggravation or hospitalisation occurred prior to the Trip reservation date and the policy enrolment date,**
- **any event occurring between the Trip reservation date and the policy enrolment date,**
- **the death of any person not qualified as an Insured where this occurs more than one month before the first day of the insured Trip,**
- **cosmetic treatment, course of treatment, abortion, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy or childbirth,**
- **periodic monitoring and control examinations,**
- **any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, not qualified as such by a competent medical authority or involving no hospitalisation or resulting in hospitalisation for less than 4 days,**
- **medical interventions resulting from the sole wishes of the Insured except in the case of medically recognised necessity,**
- **interruptions due to an Epidemic or Pandemic.**

### 5.2. IN THE EVENT OF A LOSS

Your Loss report must reach us **within 5 working days**, except in the event of unforeseen circumstances or force majeure. **If this deadline is not met and we suffer loss as a result, you will lose any right to indemnification.**

You must send us:

- the dossier number provided by the assistance company at the time of your medical repatriation or early return,
- the name of the assistance company that carried out your medical repatriation or early return,
- the trip registration invoice or, failing this, a certificate from the Travel Agency or Tour Operator giving details of land services and the price of transport.

## ARTICLE 6. IMPOSSIBLE RETURN

### 6.1. WHAT DO WE COVER?

We will reimburse you, on presentation of supporting documents, for costs actually incurred and that cannot be recovered if you are unable to RETURN on the date initially planned due to an **unforeseeable external, irresistible event beyond your control** or that of the Travel Agency or Tour Operator and/or the transport company.

#### During your Trip

If it is impossible for you to return on the date initially planned or this date is changed by the Travel Agency or Tour Operator and/or the airline, we will reimburse you, on presentation of supporting documents, for hotel and meal expenses incurred as a result of your extended stay, up to the amount specified in the Table of Benefits.

**Cover will only be granted to the Insured if they are unable to use any means of transport to return from the Trip.**

## 6.2. IN THE EVENT OF A LOSS

### a) What is the timeframe for reporting a Loss?

You must notify us **within 5 working days** of the event bringing cover into play or **no later than 5 days after the date of your return**, indicating your policy number.

**If this deadline is not met and we suffer a loss as a result, you will lose all right to indemnification.**

### b) What are your obligations in the event of a Loss?

You must send us all the original documents needed to compile the dossier and prove the validity and amount of the claim.

If your stay is extended, you must provide us with the original receipted invoices for hotel and meal costs.

## ARTICLE 7. SPORTS AND LEISURE LIABILITY

### 7.1. WHAT DO WE COVER?

We cover, **after deduction of the Excess and the amounts shown in the Table of Benefits**, the financial consequences of Legal Liability incurred by the Insured while practising a Sport or Leisure Activity, due to:

- Bodily injury,
- Material damage,
- Consequential damage resulting directly from bodily injury or material damage covered,

an Accident occurring during the Sports or Leisure Activity and caused to a Third Party:

- through the Insured's own action,
- by the action of objects or animals in their custody.

**The indemnity due is estimated by mutual agreement and can never exceed the amount of the loss suffered.**

#### The following are excluded:

- damage caused by the Insured to their ascendants, descendants or collateral relatives, up to the second degree, as well as to any person appearing in the same Trip sale contract as the Insured,
- damage caused to animals or objects belonging to the Insured or rented, loaned or entrusted to them,
- damage caused by:
  - any land motor vehicle as defined in article L. 211-1 of the Insurance Code,
  - any land vehicle built to be coupled to a land motor vehicle,
  - any air, sea or river navigation device,
- damage resulting from the practice by the Insured of hunting, all motor sports with any motorised land vehicle, as well as one of the following sports or leisure activities, whether carried out individually or in the context of an activity supervised by a sports federation: skeleton, bobsleighbing, ski jumping, off-piste skiing, mountaineering above 3,000 m, rock-climbing, pot-holing, all air sports (including hang-gliding, gliding, kite-surfing, paragliding), parachuting,
- damage resulting from the organisation of, preparation for or participation in any competition organised under the aegis of a sports federation, subject to administrative authorisation or legally compulsory insurance,
- damage occurring in the course of the Insured's professional activity (including work placements) or during their participation in an activity organised by an association under the French 1901 Act, an institution or a local authority,
- the contractual liability of the Insured,
- liability the Insured may incur as a result of fire, explosion, implosion or water damage,
- fines and any other financial penalties imposed as a sanction and that do not constitute direct reparation for Bodily Injury or Material Damage and/or directly consequential damage.

### 7.2. SUBSIDIARITY OF COVER

Cover is acquired by the Insured for their practice of a sport or leisure activity, provided that this activity is not covered by another insurance policy.

### 7.3. AWARD OF AN ANNUITY TO A VICTIM BY A COURT DECISION

If the acquisition of securities is ordered as security for the payment of an annuity, we will provide this benefit up to the amount of its assumption. If no security is ordered, the value of the capital annuity is calculated according to the rules applicable for calculating the mathematical reserve of this annuity. If this value is less than the amount of the security, we will pay the annuity in full. If it is higher, we will only pay the capital part of the annuity corresponding to the amount of the security.

### 7.4. IN THE EVENT OF A LOSS

Your Loss report must reach us **within 5 working days**, except in the event of unforeseen circumstances or force majeure. **If this deadline is not met and we suffer loss as a result, you will lose any right to indemnification.**

As soon as you receive any notice to attend, writ of summons, extrajudicial document or procedural document sent or served on you, you must send it to the Insurer. **In the event of delay in sending these documents, we may claim an indemnity from the Insured proportionate to the loss suffered by the Insurer (Article L113-11 of the Insurance Code).**

**If you fail to fulfil your obligations after the Loss, we will indemnify the injured Third Parties or their Beneficiaries, but we may take action against you to recover the sums paid.**

## ARTICLE 8. DAMAGE AND THEFT OF SKI EQUIPMENT

### 8.1. WHAT DO WE COVER?

We cover you, **after deduction of any Excess and up to the amount shown in the Table of Benefits, for the accidental loss of or damage to goods** (specific equipment, material and clothing) used exclusively for skiing, which you own or have hired and are located outside the premises you occupy as your principal or secondary residence or holiday accommodation (hotel, rented premises, campsite), resulting from:

- fire, an explosion or implosion originating outside these items,
- lightning strikes,
- water damage,
- theft,
- a climatic event, including events declared as natural disasters,
- immersion,
- accidental breakage.

We also intervene in the event of Aggravated Theft during the Trip of insured items in a vehicle **only if the following conditions are met:**

- the insured items are placed out of sight in the rear boot of the vehicle,
- the vehicle is fully locked, with the windows and any sunroof fully closed,
- The vehicle was broken into between 7 am and 10 pm (local time).

#### The following are excluded:

- the consequences of use that does not comply with the manufacturer's instructions,
- damage caused to insured equipment during its repair, maintenance or refurbishment,
- damage resulting from an inherent defect in the insured equipment or normal wear and tear,
- damage resulting from scratches, scuffs, tears or stains,
- theft committed by insured persons or by members of your family (ascendants, descendants, spouse) or committed with their complicity,
- damage caused if the equipment is lost or forgotten,
- damage caused by accidents involving smokers,
- motorised land vehicles and their accessories, caravans and trailers,
- sailing or motorised pleasure craft, including jet skis,
- cases, boxes, bags, saddlebags or covers containing sports or leisure equipment,
- mobile phones,
- glasses (lenses and frames), contact lenses, prostheses and prosthetic devices of all kinds,
- IT equipment.

### 8.2. WHAT HAPPENS IF THE INSURED RECOVERS THE STOLEN OR LOST ITEMS?

If your insured property is found, **you must notify us as soon you are informed of this.**

If your insured property is returned to you, you must report only items that are missing or damaged to us.

**If you have already received indemnification, you must reimburse us for the indemnity paid, less any indemnity for missing or damaged items.**

### 8.3. INDEMNIFICATION FOR DAMAGE

With hired equipment, we will reimburse the deposit made to the rental company.

With personal equipment, we will reimburse you for the hire of replacement equipment.

### 8.4. IN THE EVENT OF A LOSS

You must:

- **In the event of theft:**
  - o lodge a complaint within 48 hours of the theft with the police authorities closest to the scene of the Loss. It is the Insured's responsibility to provide proof that a vehicle has been broken into and proof of the theft committed during the times covered.
  - o provide us with original purchase receipts.
- **In the event of accidental damage:** have the damage recorded in writing by the competent authority closest to the site of the Loss, or otherwise by a witness.

## ARTICLE 9. SEARCH AND RESCUE COSTS

### 9.1. WHAT DO WE COVER?

On receipt of the original invoice paid by the Insured, we will reimburse you for the Search Costs and/or Rescue Costs corresponding to operations carried out following the disappearance or Serious Accidental Bodily Injury of the Insured, up to the **amounts shown in the Table of Benefits**. In the context of the practice of their sporting activity, we will reimburse you, **on presentation of receipts**, for the Search Costs and/or Rescue Costs corresponding to operations carried out in the event of the disappearance or Serious Accidental Bodily Injury of the Insured, up to the **limit of the amounts shown in the Table of Benefits**.

### 9.2. IN THE EVENT OF A LOSS

You must enclose the following supporting documents with your Loss report:

- your bank details,
- a copy of the Trip registration form,
- the original receipted invoice for Search/Rescue Costs.
- any other supporting documents requested by MARSH.

## ARTICLE 10. MISCELLANEOUS PROVISIONS

### 10.1. WHAT LIMITS APPLY IN CASES OF FORCE MAJEURE?

**Under no circumstances may the Insurer or the Managing Broker be held liable for failures or delays in the execution of their obligations resulting from force majeure or events such as civil or foreign war, political instability, riots or civil commotion, lock-outs, strikes, terrorist attacks, acts of terrorism, piracy/hijacking, restriction on the free movement of persons and goods, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.**

### 10.2. SETTLEMENT OF CLAIMS

Subject to the application of an exclusion or forfeiture of cover, you will be indemnified in the event of a Loss as soon as possible following the receipt of the supporting documents for the Loss and MARSH's agreement to cover it. The insurance indemnity will be paid in euros, regardless of the currency in which the Adherent paid the insurance premium.

### 10.3. HOW IS YOUR INDEMNITY CALCULATED?

If the indemnity cannot be determined by mutual agreement, it will be assessed through an amicable expert appraisal, subject to our respective rights. We each choose our own expert. If these experts cannot reach an agreement, they will call on a third expert and all three will work together according to a majority vote.

If one of us fails to appoint an expert or the two experts fail to agree on the choice of a third, the appointment will be made by the President of the Ordinary Court acting in summary proceedings. Each of the contracting parties will bear the costs and fees of its own expert and, where applicable, half those of the third expert.

### 10.4. PERSONAL DATA PROTECTION

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals regarding personal data processing and on the free movement of such data (GDPR), we inform you that your personal data are collected and processed by AREAS DOMMAGES and AREAS VIE (hereinafter collectively referred to as "AREAS Assurances") through your Managing Broker, MARSH.

The information collected will be processed for the purposes of managing this request and the commercial relationship. Unless you object, your details may be used by your Managing Broker, whose contact details are given in this document, for the purposes of canvassing for the insurance products it distributes.

Your data are used solely for explicit, legitimate and specific purposes concerning its insurance and property investment activities. Only necessary data are collected. These data are kept for the periods legally required. AREAS Assurances communicates your data, including outside the European Union, only to intermediaries, group companies, partners, reinsurers, service providers or authorised professional bodies that require them in the context of our activities. Your data may also be communicated to official bodies and authorised administrative and judicial authorities, notably as part of the fight against money laundering, the financing of terrorism and the fight against fraud.

You have the following rights concerning personal data processing by AREAS Assurances through your Managing Broker, MARSH: to access your data, request their correction in the event of error, request their deletion, ask for the processing of your data to be limited, request their portability, object to the processing of your data and define instructions concerning what should happen to your data in the event of your death. Once you have given your consent to data processing, you may withdraw it at any time, without affecting the operations carried out prior to this withdrawal.

You may exercise all your rights by contacting the Insurer's Data Protection Officer, **AREAS Assurances, at the following address: [dpo@areas.fr](mailto:dpo@areas.fr)**,

or contacting your Managing Broker, MARSH, by email at [dpo@sam-assurance.com](mailto:dpo@sam-assurance.com)

Lastly, you have the right to lodge a complaint with the CNIL (French data protection authority).

You can obtain more information about your rights on our website [www.areas.fr](http://www.areas.fr) or on the CNIL website: [www.cnil.fr](http://www.cnil.fr).

In this respect, the Insured acknowledges being informed that the Insurer processes their personal data and that:

- The answers to the questions asked are compulsory, and false declarations or omissions may entail the nullity of enrolment in the policy (article L 113-8 of the French Insurance Code) or the reduction of indemnities (article L 113-9 of the French Insurance Code).
- The processing of personal information is necessary for the enrolment in and execution of their policy, their coverage, the management of commercial and contractual relations, and the execution of legal, regulatory or administrative provisions in force.
- Collected and processed data are kept for the period necessary for the execution of the policy or any legal obligation. The data are then archived in accordance with the periods indicated by the provisions on legal requirements
- The recipients of their data are, within the limits of their duties, the Insurer's departments in charge of the transfer, management and execution of the insurance Policy and coverage, and its delegates, agents, partners, subcontractors and reinsurers in the context of performing their duties.

#### 10.5. SUBROGATION

Once we have paid you an indemnity we are subrogated to any rights and actions you may have against third parties responsible for the loss, pursuant to article L. 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the indemnity we have paid you or the services we have provided.

#### 10.6. TIME-BAR LIMIT FOR ACTIONS ARISING FROM THE INSURANCE CONTRACT

The time-bar limit is the period beyond which no claim or legal action is admissible. Any legal action arising from the contract is time-barred from the event giving rise to it under the conditions stipulated in Articles L. 114-1 to L. 114-3 of the French Insurance Code.

**Article L. 114-1 of the French Insurance Code:** "Any actions arising from an insurance policy are time-barred two years after the event giving rise to it. However, this period will run:

1. In the event of concealment, omission or a false or inaccurate declaration of the risk involved, only from the date on which the insurer became aware of it;
2. In the event of a loss, only from the date on which the interested parties became aware of it, if they prove that they were unaware up to that point.

If the insured's action against the insurer is based on the action of a third party, the time limit for action only runs from the day on which this third party took legal action against the insured or was compensated by the latter.

The time limit is extended to ten years with life insurance policies when the beneficiary is a person separate from the policyholder and, with insurance policies covering accidents affecting people, when the beneficiaries are the beneficial owners of the deceased insured.

With life insurance policies, notwithstanding the provisions of 2°, the beneficiary's actions are time-barred at the latest thirty years from the death of the insured".

**Article L. 114-2 of the French Insurance Code:** "The time limit for action may be interrupted by any of the ordinary causes for its interruption, and by the appointment of adjusters after a loss. The time-limit for action may, however, be interrupted by the dispatch of a registered letter with acknowledgement of receipt by the insurer to the insured regarding action for payment of the premium and by the insured to the insurer regarding the settlement of an indemnity.

The ordinary reasons for interrupting the time-limit (articles 2240 et seq. of the French Civil Code) are: recognition by the obligee of the right of the person against whom the obligee could claim inaction; the instigation of legal proceedings, even summary proceedings; a precautionary measure taken pursuant to the French Code of Civil Enforcement Proceedings or an enforcement order; the summons/notification referred to in Article 2245 of the French Civil Code."

**Article L. 114-3 of the French Insurance Code:** "Notwithstanding article 2254 of the Civil Code, the parties to the insurance policy may not, even by common consent, modify the time limit for action, or add to the causes of its suspension or interruption."

The ordinary causes for interrupting the time limit for action indicated in article L.114-2 of the Insurance Code are those laid down in articles 2240 to 2246 of the Civil Code, cited below:

**Article 2240 of the French Civil Code:** "Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action."

**Article 2241 of the French Civil Code:** "The instigation of legal proceedings, even summary proceedings, interrupts the time limit for action and the time limit beyond which rights lapse. The same applies when the matter is brought before an incompetent court, or when the deed of referral to the court is cancelled because of a procedural irregularity."

**Article 2242 of the French Civil Code:** "Interruption resulting from the instigation of legal proceedings is effective until the proceedings end."

**Article 2243 of the French Civil Code:** "The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed definitively."

**Article 2244 of the French Civil Code:** "The time limit for action or the time limit after which rights lapse is also interrupted by protective measures taken pursuant to the Code of Civil Enforcement Procedures or by an enforcement order."

**Article 2245 of the French Civil Code:** "If one of the jointly and severally liable obligees is summoned or notified through legal proceedings or through an enforcement order or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit, this interrupts the time limit for action against all the others, even against their heirs.

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

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

**Article 2246 of the French Civil Code:** "A summons or notification made to the main obligee or the latter's recognition of the right interrupts the time limit for taking action against the guarantor."

## 10.7. INFORMATION SHEET ON THE OPERATION OF "LEGAL LIABILITY" COVER OVER TIME

### Appendix to Article A112 of the Insurance Code

This information sheet is provided to you pursuant to article L.112-2 of the French Insurance Code. Its purpose is to provide information clarifying the workings of legal liability coverage over time.

It concerns policies taken out or renewed after the entry into force on 3 November 2003 of article 80 of Act no. 2003-706. Policies taken out prior to this are subject to the specific provisions indicated in the same act.

#### Understanding these terms

**Harmful event:** occurrence, act or event causing damage to the victim and which is the subject of a claim.

**Claim:** raising the question of your liability through a letter sent to the Insured or the Insurer or a summons to appear before a civil or administrative court. A single Loss can be the subject of several claims, from either a single victim or several victims.

**Cover validity period:** period between the effective date of cover and, after possible renewals, its Termination or expiry date.

**Subsequent period:** period after the termination or expiry date of the cover. Its duration is specified in the policy. It cannot be less than five years. If your policy exclusively covers your third party liability in a non-professional context, go to I.

If not, go to I and II.

#### I. - The policy covers your third party liability in a non-professional context

Outside any professional activity, cover is triggered by the harmful event.

The insurer provides cover after a claim is made following damage caused by others, and your liability or that of other people covered by the policy is incurred, if the event causing this damage occurred between the effective date of cover and its Termination or expiry date.

The Loss report must be sent to the insurer with which there is or was valid cover at the moment when the harmful event occurred.

#### II.- The policy covers legal liability (incurred as a result of a professional activity)

The insurance policy must specify if cover is triggered by the "harmful event" or by "the claim".

If the policy provides cover for both your legal liability for professional activities and your **third party liability in a non-professional context**, this cover is triggered by the harmful event (see I).

However, certain policies, for which the law stipulates specific provisions, depart from this provision; this is the case, for example, with compulsory ten-year insurance for construction activities.

##### 1. How does the "harmful event" trigger method work?

The insurer provides cover when a claim is made following damage caused by others, and your liability or that of other people covered by the policy is incurred, if the event causing this damage occurred between the effective date of cover and its termination or expiry date.

The Loss report must be sent to the insurer with which there is or was valid cover at the moment when the harmful event occurred.

##### 2. How does the "claim" trigger method work?

Regardless of the case, the Insurer does not provide coverage if the Insured was aware of the harmful event on the date they took out this insurance.

**2.1 First scenario:** the Third Party claim is sent to the Insured or the Insurer during the cover validity period.

The Insurer provides coverage, even if the event causing the Incident occurs before coverage was taken out.

**2.2 Second scenario:** the claim is sent to the Insured or the insurer during the subsequent period.

**Scenario 2.2.1:** the Insured has not taken out new liability coverage triggered by the claim covering the same risk. The Insurer provides coverage.

**Scenario 2.2.2:** the Insured Party has taken out new liability coverage triggered by the claim with a new insurer covering the same risk.

It is the new cover that is implemented, unless the Insured was aware of the harmful event on the date they took out this insurance, in which case the previous cover applies.

Thus if there is no break between two successive coverage plans and the claim is sent to the Insured or to their Insurer before the expiry of the subsequent period of the initial coverage, one of the two insurers is inevitably competent and covers the claim.

If the initial cover is triggered during the subsequent period, the indemnification limit cannot be less than that of the cover triggered during the year preceding the date of its termination or expiry.

#### 3. In the event of a change of insurer.

If you have changed insurers and if a Loss whose harmful event occurred before your new policy was taken out, is only the subject of a claim during the period of your new policy, it must be determined which insurer will cover you. Depending on the type of policy, the former or the new insurer will be called upon. Please see the case types below:

##### 3.1 The former and the new cover are triggered by the harmful event.

The cover triggered by the claim is the one which is or was valid on the date on which the harmful event occurred.

##### 3.2 The former and the new cover are triggered by the claim.

Your former insurer must process the claim if you were aware of the harmful event before taking out new cover. No cover is due from your former insurer if the claim was sent to You or your former insurer after the subsequent period has expired.

If You were not aware of the harmful event before taking out your new cover, your new insurer will receive your claim.

**3.3 The former cover is triggered by the harmful event and the new cover is triggered by the claim.**

If the harmful event occurs during the validity period of the former cover, the former insurer must process the claims concerning the damage resulting from this harmful event. If the amount of this cover is insufficient, the new cover triggered by the claim will then be required to supplement this shortfall provided that you were not aware of the harmful event before your new cover was taken out.

If the harmful event occurred before the former cover came into effect and remained unknown to the Insured when they took out the new cover, the new insurer must process claims concerning the damage resulting from this harmful event.

**3.4 The former cover is triggered by the claim and the new cover is triggered by the harmful event.**

If the harmful event occurred before the new cover was taken out, the former insurer must process the claims. No cover is due from your former insurer if the claim was sent to the Insured or to your former insurer after the subsequent period has expired.

If the harmful event occurs during the validity period of the new cover, clearly the new insurer must process the claim.

**4. In the event of multiple claims concerning a single harmful event.**

A single harmful event may cause multiple forms of damage that occur or come to light at different times. Several claims may therefore be sent in succession by the various Third Parties concerned.

In this case, the Loss is considered to be a single Loss. Consequently, the same insurer must cover all claims.

If the harmful event occurred while your policy was triggered on the basis of the harmful event, your Insurer at the date on which the harmful event occurred must therefore process the claims.

If you were not covered on the basis of the harmful event on the date of the harmful event, the insurer to be assigned is the one with responsibility according to the conditions specified in paragraphs II-1, II-2 and II-3 above, at the time the first claim is submitted.

If this insurer is responsible for the first claim, subsequent claims will be handled by the same insurer, regardless of the date on which these claims are made, even if the subsequent period has passed.

## YOUR ASSISTANCE COVER

### ARTICLE 1. HOW ASSISTANCE SERVICES WORK

If other insurance policies covering the same risks exist, this policy will only come into play in addition to the cover provided by the other policies, unless otherwise stipulated in these policies.

The activation of cover is MANDATORILY subject to **the prior agreement of the VYV IA services** on the basis of the conditions of cover provided by this policy. Only benefits and services organised by or in agreement with its departments are covered by VYV IA. VYV IA's express agreement is evidenced by the provision of a dossier number to Insured. VYV IA operates within the framework set by national and international laws and regulations.

Contact details for reporting a Loss:

Tel: 00 33 5 18 27 01 26  
Mail: ops@vyv-ia.com  
VYV International Assistance  
"Assistance Management Department"  
3 Passage de la Corvette, 17000 La Rochelle, France

The VYV IA Assistance Centre is available 24/7. To enable us to intervene in the best possible conditions, you will be asked to provide the following information when you call:

- Your policy number,
- Your full name,
- Your home address,
- The country, town or city you are calling from and the exact address (number, street, hotel, etc.),
- The phone number on which we can reach you,
- The nature of your problem.

**The request for assistance must be made within 48 hours of the date on which the Generating Event concerned by the request occurred. After 48 hours, VYV IA can accompany and guide the Insured but cannot take charge of the request.**

During the first call, an assistance dossier number will be provided. Use this number systematically during any future communication with our Assistance Department.

All requests for assistance, whatever their nature, are received on this single number. On receipt of a call, after identifying the nature of the intervention to be carried out, VYV IA will call on the specialised service provider(s) and consultant(s).

The Insured (or a third party representing them if the Insured is incapacitated) must send VYV IA, within 12 hours of any request by VYV IA, any medical information enabling VYV IA to implement the cover and provide the service.

**VYV IA can only intervene within the limits of the agreements given by the local medical and/or administrative authorities, and cannot under any circumstances take the place of local emergency organisations if they answer to a public authority, nor assume responsibility for costs thus incurred.**

The Adherent may contact VYV IA directly for the implementation of assistance services not provided for in this policy, whether or not related to the cover offered. They may also contact the Insurer, which will direct them to VYV IA or VYV IA's partner in the case of security assistance services.

These assistance services, after a feasibility study, will be formalised by a contract made directly between the Adherent and VYV IA or between the Adherent and VYV IA's security assistance services partner, without the Insurer's involvement in the contract. The provisions of this policy will therefore not apply to these assistance services.

If VYV IA agrees to provide assistance services in an infectious risk situation in the context of an epidemic or pandemic, subject to quarantine or containment measures or preventive measures or specific surveillance by the local, national or international health authorities, the Insurer's engagement is acquired by Insureds according to the terms and conditions indicated in this policy.

VYV IA takes charge of and implements the means necessary to Execute the insured services set out below. These insured services are available to the Insured 24 hours a day in the event of an Accident or Illness affecting the Insured during the Activity anywhere in the world.

VYV IA operates an emergency telephone service staffed 24 hours a day, 365 days a year by multilingual assistants, and has a team of qualified medical consultants, nurses and doctors available to advise on the most appropriate medical assistance and treatment.

Only VYV IA's medical authorities are authorised to decide on repatriation, choose the means of transport and place of hospitalisation and, if necessary, contact the attending physician on-site and/or the family physician, in order to intervene under the conditions most appropriate to the Insured's condition.

VYV IA is only obliged to cover costs in addition to those the Insured would normally have had to incur for their return.



## ARTICLE 2. REIMBURSEMENT CONDITIONS

To claim reimbursement, the Insured must:

- Inform VYV IA imperatively **within 2 working days**,
- Enclose with their report a copy of the invoices justifying the expenses incurred by the Insured, within 15 days of their issue.

After these deadlines, the Insured will forfeit any right to indemnification if their delay has been prejudicial to VYV IA.

The Insured must also state in their report:

- Their policy number and the dossier number allocated by the VYV IA Assistance Centre,
- A detailed medical certificate stating the exact nature and date of the illness,
- A death certificate, if applicable,
- Any documents required to examine the dossier at VYV IA's request, without delay.

**If VYV IA's doctor is not provided with the medical information required for the investigation, the dossier cannot be processed.**

If VYV IA takes charge of the Insured's transport, the Insured must return their initially planned and unused Return ticket.

## ARTICLE 1. LIMITATIONS TO VYV IA'S COMMITMENT

The work carried out by **VYV IA** complies fully with national and international laws and regulations. Its intervention is therefore subject to obtaining the necessary authorisations from the relevant authorities.

In all circumstances, **VYV IA** reserves the right to bring a liability action against one or more third parties that could be recognised as responsible for **the Event** or **Loss** leading to the intervention of its services and the implementation of cover.

**VYV IA** reserves the right, depending on the circumstances of the **Event** or **Loss**, to implement cover on an exceptional and commercial basis when it should not be implemented under the terms of the policy. This decision by **VYV IA** may not be interpreted as acceptance of the implementation of any other cover in the policy or of all the clauses of the policy.

If the **Insured** breaches any of their obligations, **VYV IA** will not waive this obligation and may invoke it in the future.

No waiver by **VYV IA** of any of its rights under the policy will constitute a waiver of its rights in the future.

If the **Insured** refuses to follow the decisions taken by **VYV IA's** medical service, they release **VYV IA** from all responsibility for the consequences of this initiative and the **Insured** loses all rights to benefits or indemnification.

Under no circumstances can **VYV IA** take the place of local emergency services or pay for the costs incurred. **VYV IA** never covers primary transport (transport from the place of **the Event** to the **Healthcare** facility).

**VYV IA** can only intervene within the limits of the agreements given by the local authorities.

**VYV IA** may not be held liable for any failure or delay in the execution of its obligations resulting from force majeure such as civil or foreign wars, revolutions, riots, strikes, seizure or coercion by the police, official prohibitions, piracy/hijacking, explosions of devices, nuclear or radioactive effects, **Epidemics**, climatic or natural impediments including storms, hurricanes, earthquakes.

**VYV IA** decides on the nature of the tickets provided to the **Insured** with all benefits implemented that require this. **VYV IA** will systematically give priority to modifying the Return ticket when organising and paying for a ticket for the Return on a commercial flight. The **Insured** agrees that **VYV IA** may make this change to their return ticket. If **VYV IA** takes charge of an **Insured's** transport, the latter must hand over to it the initially planned and unused Return ticket.

Cover takes effect on the day of departure and expires on the day of return for the period indicated on the Trip registration certificate, up to a maximum of 90 days.

**VYV IA's** maximum liability in the event of a **Loss** is indicated in the Table of Benefits.

## ARTICLE 2. DEFINITIONS SPECIFIC TO ASSISTANCE

**Accident:** any bodily injury unrelated to an acute or chronic illness, unintentional on the part of the victim, resulting from the sudden and unforeseeable action of an external cause and certified by a doctor.

**Serious Accident:** any bodily injury, unintentional on the part of the victim, resulting from the sudden and unforeseeable action of an external cause, certified by a doctor, involving the cessation of all professional or other activity and preventing the victim from moving around by their own means.

**Adherent/Insured:** any natural person on whom the interests of the insurance depend and whose identity is shown in the Enrolment Certificate. As a customer of the Travel Agency, the Adherent must be mentioned in the sale contract and be in possession of a Return ticket to be eligible for cover. The Adherent may be domiciled anywhere in the World.

**Travel Agency:** company authorised to distribute travel and cover products with regard to this policy.

**Insurer:** company providing cover under the Policy, namely RESSOURCES MUTUELLES ASSISTANCE: Union d'assistance governed by the provision of Book II of the Mutuality Code, having its head office at 46 rue du Moulin - B.P. 62127 - 44121 VERTOU cedex, registered under SIREN no. 444 269 682 also known as an "Insurance body". Management is entrusted to LLT CONSULTING SAS, a simplified joint stock company with capital of 100,000 euros, having its registered office at 3 Passage de la Corvette 17000 La Rochelle, France, registered with the La Rochelle Trade and

Companies Register under number 828 002 188 and with the ORIAS under number 17004577 for the implementation of repatriation assistance cover. All these companies are part of the VYV Group.

**Attack:** any act of violence constituting a criminal or illegal attack against persons and/or property in the country where you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is covered by the media.

This "Attack" must be recorded and qualified as such by the French Ministry of Foreign Affairs or Ministry of the Interior, in particular following a claim by the presumed perpetrators of the Attack, in which case the public authorities will recommend returning to the Country of Residence. If several Attacks take place on the same date in the same country, and if the authorities consider them to be a single coordinated action, they will be considered as a single event.

**Injury:** abrupt deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim, as ascertained by a competent medical authority.

**Natural Disaster:** abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent. A Natural Disaster is recognised and qualified as such by the public authorities, in which case they may recommend returning to your Country of Residence.

**Forfeiture:** contractual sanction depriving you of all cover for the Loss to which it applies. It cannot be invoked against injured parties other than the Insured or their beneficiary owners if you incur it as a result of failure to comply with your obligations following a Loss.

**Insured Travel/Insured Stay:** Organised trip for which you are insured and have paid the corresponding premium. The period of validity of the cover corresponds to the dates of the stay indicated on the invoice issued, with a maximum period of 90 days, unless otherwise stipulated in the policy.

**Period of cover:** dates of the stay indicated on the invoice issued by the tour operator, with a maximum period of 90 consecutive days, unless otherwise stipulated in the policy.

**Epidemic:** any outbreak and spread of a contagious infectious Disease that strikes a large number of people at the same time on a national scale, including Coronavirus, influenza type A and viral haemorrhagic fevers, and which is recognised by the national health authorities and is the subject of a public health emergency declaration or leads to a public health policy involving restrictive measures in terms of population movement and health treatment.

**Events covered by assistance:** Events covered by assistance are developed in the description of each of the benefits defined below and apply to events such as a Bodily Accident, a sudden and unforeseeable Illness, the death of an Insured or a sudden and unforeseeable complication occurring during the Illness.

**Execution of services:** services covered by this agreement may only be initiated with the prior agreement of VYV IA. Consequently, VYV IA will not be able to reimburse any expenses incurred by the Insured on their own authority.

**Generating event:** Generating Events are enlarged on in the description of each of the benefits defined below and apply to events such as a Bodily Accident, a sudden and unforeseeable Illness, the death of an Insured or a sudden and unforeseeable complication occurring during the Illness.

**Excess:** the part of the Loss payable by the Insured in respect of the policy in the event of indemnification following a Loss. The Excess may be expressed as an amount, a percentage, a day, an hour or a kilometre.

**Accommodation:** Accommodation or overnight stay means payment of the cost of one or more hotel rooms, regardless of the number of Insureds occupying the room; this cover includes breakfast. If cover is activated, the cost of Accommodation per night must not exceed the initial cost of a overnight stay as indicated when the stay was purchased, if this cost is known at the time of this purchase.

**Hospitalisation:** any admission to a hospital for more than 24 hours. Quarantines organised in a hospital are not defined as Hospitalisation.

**Immobilisation at the domicile:** any immobilisation at home for medically justified and proven reasons.

**Illness/Disease:** sudden and unforeseeable deterioration in health, i.e. that has not been diagnosed and/or treated or led to Hospitalisation in the 6 months prior to the Insured Stay, and certified by a competent medical authority.

**Maximum per event:** if cover is provided for several Insureds who are victims of the same event and are Insured under the same Special Terms and Conditions, the Insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. As a result, indemnities are reduced and paid in proportion to the number of victims.

**Family Members:** for each Insured, this means spouse, child(ren), brother(s) and/or sister(s), father, mother, parents-in-law, grandchildren and grandparents. To benefit from cover, they must be domiciled in the same country as you, unless otherwise stipulated in the policy.

**We organise:** we take the necessary steps to give you access to the service.

**We pay:** we finance the service.

**Nullity:** any fraud, falsification or misrepresentation and false testimony that could affect the cover provided for in the agreement will entail the Nullity of our commitments and the Forfeiture of the rights provided for in this agreement.

**Pandemic:** An epidemic that develops over a vast territory and crosses borders, qualified as a Pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the Loss occurred.

**Country of Domicile/Country of Residence:** the Insured's principal and usual place of residence is considered to be their domicile. Cover is available to Insureds domiciled anywhere in the World. In the event of a dispute, the tax domicile constitutes the domicile.

**Quarantine:** isolation of a person in the event of a suspected or confirmed Disease, decided by a competent local authority, designed to prevent the risk of this Disease spreading in the context of an Epidemic or Pandemic.

**Loss:** A fortuitous event that could trigger one of the benefits in this policy.

**Loss at the Domicile:** fire, burglary or water damage at your home during your trip.

**Care:** Procedures carried out by a qualified healthcare professional (e.g. medical consultations, surgical procedures, laboratory tests, nursing, physiotherapy, preventive care, etc.)

**Travelling Trip:** an organised trip based on a programme (Cruise or Tour) with stages over several days.

### ARTICLE 3. MAXIMUM COMMITMENTS

#### 3.1. MAXIMUM PER EVENT

If benefits caused by the same event and concerning several Insureds are implemented, the Insurer limits the maximum amount covered to the sum of **€50,000**.

When the total of benefits exceeds this amount, the Insurer's commitment will be limited to this sum for all the Insureds who are victims of the same accident.

Benefits will therefore be reduced and paid in proportion to the number of victims and pro rata to the benefit that would be due to them if there were no cap.

#### 3.2. MAXIMUM PER INSURED

In the event of an insured event, the maximum amount incurred by the Insurer in handling the claim may under no circumstances exceed **€50,000** per Insured.

#### 3.3. MAXIMUM PER YEAR OF INSURANCE

If the Insurer agrees to provide assistance in a situation where there is a risk of infection in the context of an epidemic or pandemic, which is subject to quarantine or containment measures or preventive measures or specific surveillance by the local, national or international health authorities, the Insurer's commitment is acquired by the Insureds according to the terms and conditions indicated in respect of the policy, and the maximum amount incurred by the Insurer as a result of managing the claim may under no circumstances exceed the sum of **€20,000** per year.

**VYV IA** is not obliged to provide assistance services in this situation, particularly if it has a duty to protect its teams or service providers.

### ARTICLE 4. PERSONAL ASSISTANCE COVER

Assistance cover is provided to you **up to the amounts shown in the Table of Benefits, subject to the above Maximum Commitments not being exceeded.**

#### 4.1. 24-HOUR TRAVEL ADVICE AND MEDICAL ADVICE

**Under no circumstances can we take the place of local emergency services such as SAMU, SMUR (medical/resuscitation services), fire brigade, etc.**

You can contact us 24/7 for any queries and any information you need to help organise your trip and ensure that it runs smoothly, and throughout your **Insured Stay**.

The information concerns the following areas:

- Health information: Health, Hygiene, Vaccinations, Precautions to take, main Hospitals, Advice for women, Time differences, Pets when travelling.
- Administrative information: Embassy, Visas, Police/customs formalities, Legislation, International driving licences, Currency, Currency exchange, Economic data for the country visited.

The doctors at **VYV IA** are also available to provide any information you need if you are travelling during an **Epidemic** or **Pandemic**. Information is given by telephone and is not confirmed in writing or sent as a document.

Information is given by telephone and is not confirmed in writing or sent as a document.

Information services are provided between 8 am and 7 pm and within the time normally required to meet the request.

However, whatever the time you call, we receive and record your requests as well as your contact details so that we can call you back with the answers you need.

#### 4.2. REPATRIATION OR MEDICAL TRANSPORT (INCLUDING IN THE EVENT OF COVID)

If you are ill or injured during an **Insured Stay**. We organise and pay for repatriation to your domicile or to a hospital near your home.

Only medical requirements are taken into consideration when deciding on the date of repatriation, the choice of transport means or the place of **Hospitalisation**.

The decision to repatriate is taken by **VYV IA**'s doctors, on the basis of the medical information provided at the time of the **Loss**.

**The following make it impossible for VYV IA's doctors to take a decision and entail the cancellation of the cover:**

- **Failure to transmit medical information,**
- **The absence of written consent for the transmission of the Insured's medical information.**

**Likewise, any refusal of the solution proposed by VYV IA's doctors will entail the cancellation of the cover.**

#### 4.3. REPATRIATION OF ACCOMPANYING PERSONS

If an **Insured** is medically repatriated by **VYV IA**, or dies during an **Insured Stay**.

On the advice of the VYY IA medical team, we organise and pay for transport for the Return journey of one or more **Insured Family Members** or of an **Insured** with no family ties in respect of this policy to accompany the repatriated **Insured** to the destination place (modification of the initial return transport ticket or new transport ticket if it cannot be modified).

This cover is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

#### 4.4. REPATRIATION OF CHILDREN UNDER 18

If you are ill or injured and no-one is able to look after your children under the age of 18, we will organise and pay for the Return journey of a person of your choice or one of our hostesses to bring them back to your domicile or that of a family member residing in the same country as you.

This cover is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

#### 4.5. VISIT FROM A RELATIVE IN THE EVENT OF HOSPITALISATION FOR OVER 7 DAYS

If you are hospitalised on site (without an **Insured Family Member** and/or without an **Insured** accompanying person) for more than 7 days, and our medical team confirms that this period of **Hospitalisation** is necessary, we organise and pay for the Return journey of a member of your family residing in the same country as you, as well as their accommodation costs (room, breakfast) so that they can come to your bedside, provided that you are still hospitalised on the family member's arrival date.

**Any meal or other expenses will in all cases be borne by the person concerned.**

**This cover cannot be combined with "Repatriation of accompanying persons" cover and "Extended stay" cover.**

#### 4.6. EXTENDED STAY

If during an **insured Stay** you are obliged to extend your stay for medical reasons or for **Hospitalisation** beyond your initial return date.

On the advice of the VYY IA medical team, we organise and pay for **accommodation** (room and breakfast) for one or more **Insured Family Members** or an **Insured** accompanying person to stay at your bedside.

**The need for hospitalisation or the medical reason given must have been validated by VYV IA's doctors.**

**In all cases, the cost of meals or other expenses is borne by these persons.**

**This benefit cannot be combined with "Visit from a relative" cover**

#### 4.7. ONWARD JOURNEY

If you are ill or injured during an **Insured Stay** and you have to interrupt your trip.

On the advice of the VYY IA medical team, we organise and pay your **Accommodation** costs and those of one or more **Insured Family Members** or an **Insured** accompanying person who remains at your bedside.

We organise and pay for the cost of transport to continue the journey you have interrupted.

In this case, the transport covered will take you to the place scheduled in the travel programme, not to the place where your journey was interrupted.

**Under no circumstances may the cost of continuing the journey exceed the cost of a ticket to Return to the Country of Residence.**

**Any refusal of the solution proposed by our medical team will entail the cancellation of personal assistance cover.**

#### 4.8. MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

If medical expenses have been incurred **with our prior agreement**, we will reimburse you for the part of these expenses that is not covered by any insurance bodies to which you are affiliated.

We will only intervene once the reimbursements have been made by the above-mentioned insurance bodies, after the deduction of any **Excess**, and subject to the provision of original proof of reimbursement from your Insurance Body.

This reimbursement covers the costs defined below, provided that they concern **Care** received by you outside your **Country of Residence** following an **Illness** or Accident that occurred outside your **Country of Residence**.

In this case, we will reimburse the costs incurred up to the maximum amount indicated in the Table of Benefits.

If the Insurance Body to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to your providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the Insurance Body.

This benefit ceases on the day we are able to repatriate you.

**Type of expenses eligible for reimbursement (subject to prior agreement):**

- Medical fees,
- The cost of medicines prescribed by a doctor or surgeon,
- The cost of an ambulance prescribed by a doctor for transport to the nearest hospital, only if the Insurance Bodies refuse to pay,
- **Hospitalisation** costs until you are deemed transportable through a decision of the **VYV IA** doctors, taken after gathering information from the local doctor; it is understood that cover for **Hospitalisation** costs ends as soon as **VYV IA** is able to repatriate you. An extension of the **Hospitalisation** that is not medically justified will not be covered.
- Emergency dental expenses (up to the amount indicated in the Table of Benefits, with no **Excess**).

- Cost of a COVID test, when **the Insured** is in transit, if it is positive (up to the amount indicated in the Table of Benefits).

**Reminder: Hospitalisation in Europe for European nationals**

1. European nationals **must** carry their European Health Insurance Card (EHIC) throughout the **Insured Stay**.
2. They must present their European Health Insurance Card (EHIC) **on arrival at the hospital located in Europe**.
3. If the hospital establishment located in Europe refuses to cover medical expenses, European nationals must send **VYV IA** a written document from the hospital indicating this refusal.
4. If the above conditions are not met, medical expenses will not be covered.

#### 4.9. ADVANCE PAYMENT OF MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

This cover is an extension of "Medical expenses outside **Country of Residence**" cover.

If the **Insured** is outside their **Country of Residence** and is unable to pay their Medical Expenses due to an **Illness** or Accident occurring during the **Period of Cover**, **VYV IA** may agree, at the **Insured's** request (**principle of prior agreement**), to make an advance payment subject to the following cumulative conditions:

- **VYV IA's** doctors must decide, after gathering information from the local doctor, that it is impossible to repatriate the **Insured** immediately to their **Country of Residence**,
- The **Care** to which the advance applies must be prescribed in agreement with **VYV IA's** doctors,
- The **Insured**, or any person they have authorised, must formally undertake, by signing a specific document provided by **VYV IA** when this service is implemented, to send **VYV IA** the documents concerning **VYV IA's** right of subrogation.

If the **Insured** fails to take the necessary steps, they must reimburse **VYV IA** in full for the sums advanced.

This cover ceases on the day that **VYV IA** is able to repatriate the **Insured**, or on the day of the **Insured**'s return to their country of origin.

#### 4.10. SHIPMENT OF MEDICINES

During an **Insured Stay** outside the **Country of Residence**, **VYV IA** will pay for the cost of sending essential medication to continue an ongoing treatment if the **Insured** no longer has their medication due to loss or theft and is unable to obtain it or its equivalent locally.

The purchase cost of these medicines and customs duties are borne by the **Insured**.

**This cover is valid for a single shipment and ceases on return to the Insured's domicile. This benefit cannot be reiterated.**

This cover is restricted to authorisations to transport medicines to the country concerned and to transport conditions that guarantee their integrity.

#### 4.11. SHIPMENT OF PROSTHESES

During an **Insured Stay** outside the **Country of Residence**, **VYV IA** will cover the cost of sending glasses, corrective lenses or hearing aids usually worn by **the Insured** following their breakage or loss, if, no longer having them, the **Insured** is unable to obtain them or their equivalent locally.

The cost of designing and purchasing these glasses, contact lenses or prostheses and customs duties are borne by the **Insured**.

**This cover is valid for a single shipment and ceases on return to the Insured's domicile. This benefit cannot be reiterated.**

This benefit is restricted to authorisations for delivery to the country concerned and to transport conditions that guarantee the integrity of the goods.

#### 4.12. REPATRIATION OF REMAINS

If you die during an **Insured Stay**. We organise the repatriation of your body to the place of burial in your **Country of Residence**.

In this context, we pay for:

- The cost of transporting the body (including handling, special transport arrangements and packing),
- Expenses concerning preservation treatment required by the applicable legislation,
- The cost of a coffin or urn.

**All other costs are borne by the deceased's family.**

#### 4.13. FORMALITIES FOR DEATH AND RECOGNITION OF THE BODY

If you are travelling alone and the presence on site of a **Family Member** or a close friend of the deceased is essential to identify the body and carry out the formalities for repatriation or cremation, we will organise and pay for a Return ticket, as well as the accommodation costs (room and breakfast) incurred by this person.

**All other costs are borne by the deceased's family.**

#### 4.14. EARLY RETURN

**If a family member is hospitalised**

Following:

- an unexpected **Hospitalisation** lasting more than 10 days or in the event of an unforeseeable deterioration in the state of health (life-threatening) of a family member already hospitalised,
- and on the advice of the **VYV IA** medical team,

we organise and pay for the cost of return transport for one or more **Family Members Insured** under this policy to the patient's bedside (modification of the initial Return ticket or new ticket if it cannot be modified).

This service is provided by **VYV IA** only after medical contact between the hospital doctor and the **VYV IA** doctor.

#### **In the event of the death of a family member**

In the event of the unforeseeable death of a family member, **VYV IA** organises and pays for the Return transport costs of the **Insured Family Members** (modification of the initial Return ticket or new ticket if it cannot be modified).

The unforeseeable nature of the death is determined after medical contact by **VYV IA's** doctor.

#### **In the event of a Loss at the Domicile**

If during your trip you learn of the occurrence of a **Loss** involving an accident at your domicile requiring precautionary measures to limit its consequences.

If your presence proves indispensable to carry out the necessary formalities, and after prior examination of the request by **VYV IA**, we will organise and pay for the cost of Return transport (modification of the initial Return ticket or new ticket if it cannot be modified) for one or more **Family Members Insured** under this policy.

If you fail to submit proof (report of the **Loss** to the **Insurer**, loss adjuster's report, complaint report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the full amount of the service.

#### 4.15. IMPOSSIBLE RETURN

Notwithstanding the policy's general exclusions, the "Impossible return" benefit covers you if you are unable to make your Return journey on the scheduled date:

- as a result of the total or partial closure of the departure or arrival airport following a case of force majeure, i.e. an **external, unforeseeable and insurmountable event not known at the time of enrolment**,
- as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an **Epidemic or Pandemic**.

With the prior agreement of the **VYV IA** assistance service, we will organise **the hotel stay**, as far as possible, and then reimburse you on presentation of supporting documents for these **costs incurred as a result of your extended stay**.

In addition, if you return at a later date than the one initially planned, and with prior agreement from the **VYV IA** assistance service, we will organise **the travel ticket for your Return**, as far as possible, and then reimburse you for it on presentation of the receipts.

In this case, **VYV IA**:

- decides on the nature of the tickets provided to the **Insured**,
- systematically gives priority to modifying the Return ticket when organising and paying for a ticket for the Return journey on a commercial flight.

Therefore, the **Insured**:

- agrees that **VYV IA** can make this change to their return ticketing.
- must hand over to **VYV IA** their initially planned and unused Return travel ticket when **VYV IA** takes charge of the transport of an **Insured**,

**This cover cannot be combined with "Extended stay" cover in the event of assistance.**

**The "Impossible return" benefit does not cover inability to leave due to the fault of a third party (Tour Operator, Travel Agency, Airline, etc.) in the material organisation of the trip.**

#### 4.16. REPLACEMENT DRIVER

**Reminder: Before calling VYV IA, the Insured must contact the vehicle's insurer in order to check the existence of similar assistance cover in the automobile insurance policy. The Insured must send VYV IA a statement from the automobile insurer if the latter refuses to pay.**

If you are ill or injured, this **Illness** or **Injury** having resulted, on the medical advice of **VYV IA's** doctors, in **Hospitalisation** of at least 24 hours, during an **Insured Stay** in one of the countries listed below and you are no longer able to drive your personal land motor vehicle of less than 3.5 metric tons.

If none of the passengers has a driving licence, we will provide you with a driver to return the vehicle and all the passengers, apart from the injured or sick **Insured**, who is repatriated by any other means, to your place of residence by the most direct route.

We cover the driver's travel expenses and salary.

Drivers are required to comply with French employment legislation and French regulations in general.

If your vehicle is over 5 years old and/or has clocked up over 100,000 km, or if its condition and/or load does not comply with the standards laid down by the French Highway Code, you must let us know. We will then reserve the right to not send a driver.

In the event that the benefit cannot be implemented for any reason, we will provide and pay for an Outward ticket to recover the vehicle.

This service applies only in the countries listed below:

France (including Monaco and Andorra, excluding French overseas departments and territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland and Iceland.

**The cost of fuel, tolls, hotels and meals for any passengers is your responsibility.**

#### 4.17. LEGAL ASSISTANCE

##### **Reimbursement of fees**

If during an **Insured Stay** outside your **Country of Residence**, you are prosecuted or imprisoned for failure to comply with or the involuntary violation of local laws and regulations.

We can reimburse you for the fees of any legal representatives you need to call upon if proceedings are brought against you, provided that the acts you are accused of are not liable to penal sanctions under the legislation of the country, and provided you have first called the **VYV IA** assistance centre.

**This cover does not apply to events connected with your professional activity or the safekeeping of a motorised land vehicle.**

#### **Bail**

If the **Insured** is imprisoned or threatened with imprisonment during an **Insured Trip** outside their **Country of Residence**, **VYV IA** will advance the bail to the **Insured**.

**In this context, the Insured undertakes to transfer a financial guarantee recognised and recorded by VYV IA of a value equivalent to the sum required to advance funds for the bail. In the absence of a financial guarantee transferred by the Insured, no advance of funds will be granted by VYV IA.**

Repayment of this advance must be made within two months of the submission of our request for repayment. If the bail is reimbursed to you before this deadline by the local authorities, it must be returned to us immediately.

Legal action may be taken if the advance is not repaid within the aforementioned timeframe.

#### 4.18. TRANSMISSION OF URGENT MESSAGES

If you are unable to contact a person in your **Country of Residence** during your **Insured Stay**. We will pass on the message if you are unable to do so.

Messages must not be of a serious or sensitive nature. Messages are the responsibility of their author, who must be identifiable, and engage solely the latter's responsibility. We simply act as an intermediary for transmitting the message.

#### 4.19. PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

If you are placed in **Quarantine** during your stay outside your **Country of Residence**, we can, on the advice of our medical team, put you in touch with a psychologist by telephone. All these conversations are entirely subject to strict confidentiality.

#### 4.20. PSYCHOLOGICAL SUPPORT IN THE EVENT OF REPATRIATION

In the event of significant trauma following an event involving a repatriation organised by **VYV IA**, we can, on your return home after a repatriation organised by us, put you in touch with a psychologist by telephone, at your request. These conversations are completely confidential.

#### 4.21. LOCAL TELEPHONE PACKAGE

During an **Insured Stay** outside your **Country of Residence**, if you have contacted the **VYV IA** assistance centre, in particular during your **Quarantine**, we will cover the cost of telephone calls to us.

To be reimbursed for these costs, you must send us the supporting documents (detailed call record from the telephone operator).

#### 4.22. CASH ADVANCE

If during an **Insured Stay** outside the **Country of Residence**, your means of payment or your official identity papers (passport, national identity card, etc.) have been lost or stolen.

You just need to call us and we will tell you what you need to do (lodge a complaint, renew your papers, etc.).

The information provided is of a documentary nature. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds to enable you to purchase essential items and/or effects.

**The Insured undertakes to transfer a financial guarantee recognised and recorded by VYV IA of a value equivalent to the sums required to implement the cash advance.**

This advance is repayable to **VYV IA** within 30 days of the provision of the funds.

In the event of non-payment, we reserve the right to initiate any necessary collection proceedings.

#### 4.23. OFFICIAL DOCUMENTS

If during an **Insured Trip** outside the **Country of Residence**, the **Insured** 's official papers have been lost or stolen.

In this case, if duplicates or certified copies of official documents can be sent to **the Insured** at their place of stay from their **Country of Residence** by a person of their choice, **VYV IA** will reimburse the cost of sending these documents, on presentation of the original proof of the postal costs and proof of the loss or theft of these documents.

#### 4.24. CONTACT WITH A SPECIALIST FOLLOWING A LOSS AT HOME

If during your **Insured Stay**, your domicile is subject to flooding, fire or burglary and the damage caused requires protective measures.

We will put you in touch with a specialist (plumber, locksmith, glazier, security company) and cover the cost of the work.

In addition, if your domicile is uninhabitable when you return from your trip, we will pay for you to stay in a hotel up to the maximum amount per **Insured** person living in the same household.

This cover is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

## ARTICLE 5. ADDITIONAL PERSONAL ASSISTANCE COVER

If, during your **Insured Stay** outside your **Country of Residence**, you are the victim of an **Illness** or Accident resulting in repatriation and **hospitalisation** or **immobilisation at home** for a period of more than 5 days following your return, we will provide you with additional services and benefits, provided that you submit a request to us within fifteen days of your return.

**These services are only available in mainland France, Monday to Saturday (excluding public holidays) from 8 am to 7 pm.**

### 5.1. CARER

In the event of **Illness** during your **Insured Stay**, and if we have organised your repatriation for medical reasons, we will arrange and pay for a carer to be sent to your bedside, provided that you request this within fifteen days of your return.

The carer does not replace a health professional such as a nurse or doctor to provide **Care**.

This cover is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

### 5.2. CHILDCARE

If we have organised your repatriation for medical reasons and if you have children under 18 residing at your domicile, provided that you send us a request within fifteen days of your return:

- either we will organise and pay for their care at your domicile between 7 am and 7 pm, subject to local availability.

If no relative is available, this person in charge of your children can take them to their school or nursery and return to collect them;

- or we can provide one of your relatives living in mainland France with a return ticket (train or plane) so that they can travel to your domicile to look after them,
- or we can provide your children with a return ticket (train or plane) to go to the home of one of your relatives living in mainland France. They will be accompanied by a hostess appointed by us.

### 5.3. DELIVERY OF MEDICINES

If we have organised your repatriation for medical reasons, provided that you request this within fifteen days of your return, and in the event of a prescription requiring the purchase of essential medicines, if you are unable to travel with the prescription that you send us, we will do what is necessary to find and deliver these medicines to your domicile, subject to their availability in a pharmacy.

**The cost of medication is the responsibility of the Insured.**

### 5.4. EDUCATIONAL SUPPORT FOR YOUR UNDER-AGE CHILD

If, following an **Accident** or **Illness** related to an **Insured Event**, your minor child is immobilised for more than 15 consecutive days, resulting in absence from school for the same period, we will organise and pay for private lessons with a tutor, subject to local availability.

Our cover applies from the first day of **Immobilisation** and during the current school year, for children in primary or secondary education (1st and 2nd cycle).

### 5.5. PET SITTING

Following your repatriation by us, and if you are unable to look after your pet, provided you ask us to do so within fifteen days of your return, we will organise and pay for the care of your pets (dogs and cats) outside your domicile, provided they have received the compulsory vaccinations. Care and food costs are covered.

### 5.6. DOMESTIC HELP

Following your repatriation by us, if you are unable to provide for the upkeep of your domicile, provided that you ask us to do so within fifteen days of your return, we will organise as far as possible and pay for the services of a domestic help:

- Either from the first day of your **Hospitalisation**, to help your family cope with domestic responsibilities usually incumbent on you,
- Or when you leave the **Care** establishment, to relieve you of household chores that your convalescence does not permit you to take on.

The number of hours and the period of application are, in all cases, determined by our medical department.

### 5.7. DELIVERY OF MEALS AND HOUSEHOLD SHOPPING

If, following your repatriation by us, you are unable to travel outside your domicile, provided that you ask us to do so within fifteen days of your return, we will organise as far as possible and then pay for the cost of shopping deliveries, subject to local availability.

### 5.8. HOSPITAL COMFORT

If you are hospitalised for 5 days or more following your repatriation. Provided that you make a request to us within fifteen days of your return, we will cover the cost of hiring a television set during your stay in hospital.

**"Personal Assistance" and "Complementary Personal Assistance" exclude:**

- **Travel undertaken for diagnostic and/or treatment purposes,**
- **Medical and Hospitalisation expenses in the Country of Residence,**



- Benign illnesses or injuries that can be treated locally and/or do not prevent the Insured from continuing their trip,
- Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, abortion and the consequences of childbirth,
- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- The cost of prostheses: optical, dental, acoustic, functional, etc.
- The consequences of situations involving the risk of infection in the context of an epidemic or pandemic which are the subject of quarantine or containment measures or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise stipulated in the cover,
- The cost of spa treatments, cosmetic treatments, vaccinations and related expenses,
- Stays in nursing homes and related expenses,
- Rehabilitation, physiotherapy, chiropractic treatment and related expenses,
- Planned Hospitalisations.

## ARTICLE 6. "COVID" ASSISTANCE

Assistance cover is available up to the amounts shown in the Table of Benefits.

### 6.1. SUSPENDED TRIP

In the context of the organised trip you were able to start your journey (take a plane or bus, board a boat) included in the **Insured Stay** to get to the departure point of the **Touring Trip**.

However, if a COVID test is carried out during your stay and the result is positive, you are unable to continue with the insured, organised touring trip programme.

With the prior agreement of the Assistance Service, we will as far as possible organise and pay for **Accommodation** if you are **Quarantined**.

If you have complied with the health regulations in force and if the return ticket is covered by this policy and organised, we will as far as possible organise and pay for:

- the modification of the RETURN ticket or,
- the purchase of a new ticket for your return, if this is not possible on the original date or,
- a transfer to rejoin the group enabling you to continue your trip, up to the cost of repatriation.

### 6.2. DELAYED RETURN

If in the context of an organised trip that includes a return ticket, you cannot use the RETURN ticket on your return journey if you have had a positive COVID test.

With the prior agreement of the **VYV IA** assistance department, we will, as far as possible, organise and pay for **Accommodation** if you are **Quarantined**.

When you have complied with the health regulations in force, we will, as far as possible, organise and pay for the modification of the RETURN ticket or the purchase of a new RETURN ticket if the RETURN journey is impossible on the date originally planned.

### 6.3. CONSEQUENCES OF QUARANTINE

If, in the context of the **Insured** and organised **Stay** including a return ticket and **Accommodation**, following a positive COVID test you have to leave the **Accommodation** at the location of the **Insured Stay** and go into **Quarantine** to meet the obligations of the host country ordered by the local authorities, and you are not offered a temporary **Accommodation** solution by the trip accommodation provider.

With the prior agreement of the **VYV IA** assistance department, we will, as far as possible, organise and pay for **Accommodation** if you are **Quarantined**.

If you have complied with the health regulations in force and if the return ticket is covered by this policy and organised, we will as far as possible organise and pay for:

- the modification of the RETURN ticket or,
- the purchase of a new RETURN ticket if this is impossible on the date originally planned.

## ARTICLE 7. GENERAL EXCLUSIONS TO ASSISTANCE COVER

The following are excluded:

- Services that have not been requested during the trip or have not been organised by us or in agreement with us do not give entitlement to a reimbursement or indemnity after the event,
- Meal and hotel expenses, except those specified in the cover provisions,
- Damage resulting from the Insured's participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- The amount of convictions and their consequences,
- The use of narcotics or drugs not prescribed by a doctor,
- Alcohol impairment,
- Customs duties,
- Participation as a competitor in a competitive sport or rally, or training for such competitions,

- The professional practice of any sport,
- Participation in endurance or speed competitions or events and preparatory tests for them on board any land, water or air vehicle,
- The consequences of non-compliance with recognised safety rules concerning the practice of any sporting or leisure activity,
- The consequences of non-compliance with recognised safety rules concerning the driving of motorised vehicles (seat belts, helmets, closed shoes, gloves, etc.), including verification that the Insured has a driving licence for the use of any motorised vehicle.
- The consequences of the use of motorised vehicles for sporting or leisure activities (water, land, air), whether you are the driver or a passenger;
- The consequences of Accidents that occur when the Beneficiary practises a sport in a professional capacity, or practises or takes part in a sporting or leisure activity on an amateur basis or in competition, requiring the use of a motorised device (land, air or water), as well as preparatory training, when these consequences lead to the implementation of cover for a combined amount of more than €1,000.
- Expenses incurred after the return from the trip or expiry of the cover,
- Events occurring during any sporting or leisure activity if:
  - the company organising the activity has no insurance cover or,
  - the Insured holds no certificate of fitness if they practise the sporting or leisure activity independently,
  - the Insured has voluntarily accepted a waiver of liability from the organiser of the sporting or leisure activity.
- The Insured's participation as a competitor in sporting competitions, bets, matches, contests, rallies or preparatory trials for them, as well as the organisation and payment of all search costs connected with the practice of these dangerous sports,
- In the event of a risky or dangerous sporting or leisure activity not included in this list, the Insured must contact VYV IA for authorisation or refusal.
- Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official bans, seizures or coercive measures by the police,
- The Insured's use of aircraft,
- The use of weapons of war, explosives and firearms,
- Damage resulting from intentional or reckless misconduct on the part of the Insured,
- Pollution, Natural Disasters (unless otherwise stipulated in the cover),
- Persons not up to date with the compulsory and/or recommended vaccinations in France or in the country where they are staying, and persons who have not complied with the vaccination recommendations manifestly promoted by the French authorities,
- Losses relating to any pre-existing medical condition of the Insured which was diagnosed during the 2 years prior to the date of the Trip (or the start date of the insurance period if this date is later);
- Losses relating to any pre-existing medical condition of the Insured which was treated during the 2 years prior to the date of the Trip (or the start date of the insurance period if this date is later);
- Losses relating to any pre-existing medical condition that required the Insured's Hospitalisation during the 2 years prior to the date of the Trip (or the start date of the insurance period if this date is later);
- Losses relating to any pre-existing medical condition of the Insured that requires ongoing treatment prescribed by a doctor;
- Losses relating to any heart Disease of the Insured diagnosed before the Trip reservation date (or the start date of the Insurance Period if this date is later);
- Losses relating to any type of cancer of the Insured, diagnosed before the Trip reservation date (or the start date of the Insurance Period if this date is later);
- Any treatment given to the Insured that has not been confirmed by VYV IA's doctors as being medically necessary as regards the Loss;
- Any treatment of the Insured not directly related to the Accident or Illness for which the Insured was hospitalised.
- Care made necessary by the Insured's state of health of which they could not have been unaware prior to departure from their country, even in the absence of a medically established diagnosis.
- Care which, in the opinion of VYV IA's doctors, can be carried out in the Country of Residence after the Insured's return.
- Expenses incurred following the Insured's decision not to change hospital, contrary to the recommendations of VYV IA's doctors, or not to return to their Country of Residence after the date on which the Insured could have done so, in the opinion of VYV IA's doctors.
- The consequences of non-compliance by the Insured (or a third party representing them if the Insured is incapacitated) with the principle of transmitting to VYV IA, within 12 hours of any request by VYV IA, any medical information enabling VYV IA to implement the cover and provide the service.
- Assistance cover taken out when the French Ministry of Foreign Affairs advises against travel to the destination indicated at the time of enrolment,
- Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking (unless otherwise stipulated in the cover),
- Any claim directly related to the declaration of an Epidemic or Pandemic qualified as such by the WHO, not connected with the coronavirus family and known at the time the stay was purchased,
- The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

VYV IA cannot under any circumstances be held liable for failures or delays in the execution of its obligations resulting from cases of force majeure, or well-known events such as civil or foreign wars, riots or civil commotion, lock-outs, strikes, Attacks, acts of terrorism, piracy/hijacking, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure and their consequences; consequently, any request for assistance linked to travel restrictions resulting from an event that was known at the time the trip was purchased will not be covered.

In respect of Assistance cover, repatriation by VYV IA will not be provided because of benign disorders or injuries that can be treated locally, nervous or mental illnesses, pregnancy one month before term, the consequences of suicide committed or attempted by the

**Insured, the taking of drugs, narcotics, alcohol, similar substances and medicines not prescribed by an authorised medical authority and their consequences.**

**VYV IA may under no circumstances be held liable for any act that could undermine its duty of protection towards its teams or service providers.**

## **ARTICLE 8. MISCELLANEOUS PROVISIONS**

### **8.1. HANDLING CLAIMS**

In the event of a disagreement concerning the management of the policy, Insureds should address their complaint(s) to VYV IA in writing to the following address:

**Email: [mediation-reclamation@vyv-ia.com](mailto:mediation-reclamation@vyv-ia.com)  
VYV International Assistance  
"Claims Department"  
3 Passage de la Corvette, 17000 La Rochelle - France**

If the disagreement persists after an examination of the complaint, the Insured may request the opinion of the Mediator, without prejudice to other legal remedies, by email ([mediation@mutualite.fr](mailto:mediation@mutualite.fr)) or at the following address: Médiateur de la Mutualité Française, FNMF, 255 rue de Vaugirard, 75719 PARIS Cedex 15.

### **8.2. PERSONAL DATA PROTECTION**

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation), in the context of the management of the insurance policy the Insured's personal data may be transferred to VYV IA, its delegates, service providers, subcontractors or reinsurers. Adherents are informed that data concerning them and any beneficiaries are processed for the purposes of taking out, managing and executing this insurance policy and for its commercial management. It may also be used in the context of control operations, the fight against fraud, money laundering and the financing of terrorism, the search for beneficiaries of unpaid death policies and the enforcement of legal and regulatory provisions, in application of this policy.

The data collected are essential for the implementation of this processing and are intended for the departments concerned at VYV IA and, where applicable, its subcontractors, service providers or partners. VYV IA is responsible for ensuring that these data are accurate, complete and, where necessary, updated. The data collected will be kept for the entire period of the contractual relationship and for any legal requirements, or in compliance with the periods stipulated by the CNIL (French data protection authority).

These personal data may be transferred to service providers or subcontractors established in countries outside the European Union. These transfers may only be made to countries recognised by the European Commission as having an adequate level of personal data protection, or to recipients offering appropriate safeguards.

Insureds have a right to access, rectify, delete or limit the processing of their data, request their portability and oppose their processing, as well as the right to define directives concerning what happens to their data after their death.

They may exercise their rights by contacting:

**VYV International Assistance  
Data Protection Officer  
3 Passage de la Corvette, 17000 La Rochelle, France  
or by email: [dpo@vyv-ia.com](mailto:dpo@vyv-ia.com)**

When exercising their rights, they may be asked to produce an identity document. In the event of a persistent dispute, they have the right to refer the matter to the CNIL at [www.cnil.fr](http://www.cnil.fr) or at 3, place de Fontenoy - TSA 80715 - 75334 Paris cedex 7, France.

The Insured expressly authorises VYV IA to use their contact details for commercial prospecting purposes with a view to offering other assistance services. You may object by letter to receiving commercial solicitation.

### **8.3. SUBROGATION**

VYV IA is subrogated ipso jure to a beneficiary of benefits who is the victim of an Accident (Insured) in their proceedings against the liable third party, whether the third party's liability is entire or shared. This subrogation is exercised within the limit of the expenses VYV IA incurs, up to the amount of the share of the indemnity payable by the third party as reparation for the injury to the victim's physical integrity. This excludes the

personal portion of the compensation corresponding to the physical or mental suffering endured by the victim and to their disfigurement and loss of enjoyment of life, unless the benefit paid by VYV IA compensates for these elements of loss.

Similarly, with an Accident followed by death, the share of the indemnity corresponding to the mental distress suffered by the Beneficial Owners remains theirs, subject to the same reservation. If the Insured is directly compensated by the third party, the benefits paid out by VYV IA must be paid back to it.

An Insured receiving benefits who makes recovery impossible through negligence or wilful abandonment must reimburse the benefits received.