

Travel Assistance

Insurance specification



■ **AF3 - «Assistance»:**

- Luggage Loss / damage
- Assistance to persons
- Medical costs
- Private liability abroad

General Terms and Conditions of AF3 Assistance Insurance

The insured persons: Persons who have booked an airline ticket through AIR FRANCE France and who will apply for it before the start of the cancellation fees (provided that their tax and legal residence is located in Europe).

The cover provided by your policy, with the exception of assistance cover, is governed by the French Insurance Code.

Your policy consists of these General Terms and Conditions, supplemented by your Specific Terms and Conditions.

The cover specified below, and for which you have paid the corresponding premium, is stated in your Specific Terms and Conditions.

This cover applies to all trips, both private and business travel, for a maximum length of 2 consecutive months, sold by the approved organisation or intermediary with whom you took out this policy.

Please read your General Terms and Conditions carefully. These specify our respective rights and obligations and answer any questions that you may have.

DEFINITIONS

A number of terms are frequently used in our insurance policies. The list below contains the meaning that shall be given to these terms.

DEFINITION OF THE PARTIES TO THE POLICY

INSURED:

- the policyholder,
- the person(s) named in your Specific Terms and Conditions, provided that their tax and legal residence is located in Europe.

WE/US: Mondial Assistance International AG French Branch, i.e. the insurer with whom you have taken out your insurance policy, called MAI hereafter.

POLICYHOLDER: the signatory of the Specific Terms and Conditions, who thereby undertakes to pay the insurance premium.

YOU: the insured person or people.

DEFINITION OF INSURANCE TERMS

FOREIGN: any country except for the country where you are resident or of which you are a citizen.

EUROPE: The European Union (including the following overseas territories: Réunion, Martinique, Guadeloupe and Guyana) and Switzerland.

ACCIDENTAL EVENT: any sudden, unforeseeable event outside of the insured's control.

EXCESS: the share in the damage payable by you when the claim is settled. Excess amounts in respect of each type of cover are specified in the cover and excess amounts table.

APPROVED ORGANISATION: travel professionals, transport professionals, associations, works committees.

TIME LIMITATION: period beyond which any claim is time-barred.

CLAIM: all harmful consequences of an event falling within the scope of one of the types of cover taken out. All damage arising from the same initial cause constitute one and the same claim.

SUBROGATION: process by which we replace you in respect of your rights and legal actions against any party liable for your damages, in order to obtain repayment of the sums which we have paid you following a claim.

THIRD PARTY: any individual or legal entity, except for:

- the insured person,
- members of his/her family,
- people accompanying him/her,
- his employees, whether salaried or not, while carrying out their duties.

PUBLIC TRANSPORTATION BY AIR: Passenger transportation service by air making places available for valuable consideration, distributed directly through approved agents or by the travel organiser that chartered the flight, the timetables, availabilities and prices for which are publicized and resulting in a travel document being issued.

FLIGHT CONFIRMATION: formality required by the travel organiser according to the procedures defined in its terms of sale, allowing the purchase of the ticket to be validated and the booking of the places to be held.

SCHEDULED FLIGHT: scheduled flight made a commercial aeroplane, the precise timetables and frequencies of which match those published in the "Official Airlines Guide"

TRIP: trip or holiday lasting a maximum of two months, organised, sold or supplied by the organisation or approved intermediary with whom this policy was taken out and planned to take place within the period of validity of this policy.

► **Relating to the «Baggage damage» cover:**

ACCIDENT: any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

PERSONAL INJURY ACCIDENT: any unintentional bodily injury caused by the sudden action of an external cause.

SERIOUS ACCIDENT: any temporary or permanent injury to your physical integrity, medically diagnosed, requiring the person involved to cease all professional or other activity, and requiring medical care and treatment to be carried out.

ESSENTIAL ITEMS: items of clothing and toiletries providing you with replacements due to the temporary unavailability of your personal effects.

VALUABLES: jewels, items made from precious metal, precious stones, pearls, watches, furs, hunting rifles, photographic equipment, filming equipment, computer and mobile telephone equipment, equipment for recording and reproducing sound and images, as well as accessories to these items of equipment, items other than clothes with an individual item value above €500 are considered to be valuables.

DEPRECIATION: depreciation of an item's value caused by time, use or its current condition on the day of the claim.

► **Relating to the «Assistance to persons» cover:**

ACCIDENT: any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

LEISURE ACTIVITY: taking part in a sport or leisure activity on an amateur basis as part of a «clinic» or a sports or leisure activity package. Any competition, whether amateur or professional, organised under the aegis of a sports federation is not considered to be a leisure activity.

SEARCH COSTS: cost of operations undertaken by rescuers or rescue bodies, other than your travel companions, who set out specifically to search for you in a place which does not have any organised rescue services in the vicinity.

RESCUE COSTS: transport costs after an accident (when you have been found) from the place where the accident occurred to the nearest hospital.

ACCOMMODATION COSTS: additional hotel costs and cost of telephoning us, following a covered incident, excluding all costs for meals and drinks.

FUNERAL COSTS: first conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and simplest coffin required for transportation and complying with local legislation, excluding burial, embalming and ceremony costs.

MEDICAL COSTS: medically prescribed pharmaceutical, surgical, practitioner's and hospital costs required for the diagnosis and treatment of an illness/injury.

EMERGENCY HOSPITALISATION: a stay of over 48 consecutive hours in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

IMMOBILISATION: being fully immobilised at home after a visit by a doctor and the issuance of a medical certificate.

DOCTOR: any person who holds a medical qualification that is legally recognised in the country in which he/she usually carries out their professional activity.

ILLNESS: any deterioration to your health diagnosed by a competent medical authority.

TRIP: route taken to the place of destination indicated on the ticket or the holiday booking form, irrespective of the number of flights taken and whether it is the outward or return journey.

► **Relating to the “Third Party Liability” cover:**

ACCIDENT: any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

BENEFICIARY: person receiving the benefits paid, not in his/her personal capacity, but because of his/her links with the insured.

BODILY INJURY: any bodily injury (injury, death) suffered unintentionally by an individual.

RESULTANT CONSEQUENTIAL LOSS: any monetary loss resulting from the loss of use of a right, the interruption of a service rendered by a person or an item of property or the loss of a profit and which is the direct or indirect consequence of a bodily injury or material damage.

MATERIAL DAMAGE: any accidental damage or destruction of an item of property, and also any damage suffered by a domestic animal.

THIRD PARTY LIABILITY: obligation to compensate for the consequences of damage caused to a third party by you or by persons for whom you are responsible or by things of which you are in charge.

POLICY TERRITORY

The “Assistance to Persons” and “Private Third Party Liability Abroad” covers cover apply in the country or countries visited during the travel organised by the policyholder. The other types of cover in your policy apply worldwide.

COVER AND EXCESS AMOUNTS TABLE

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
LUGGAGE LOSS / DAMAGE		
<ul style="list-style-type: none"> • Accidental loss of and/or damage to luggage, personal items and effects 	Indemnification at replacement value, with a deduction for depreciation, up to a limit of: - € 1,200 per insured person and per claim	Per insured person and per claim: €30
<ul style="list-style-type: none"> • Theft of valuables 	Indemnification at replacement value, with a deduction for depreciation, up to a limit of 50% of the amount covered under «Luggage damage», per insured person and per claim	
The maximum accumulated amount of the “luggage damage” and “theft of valuables” covers cannot exceed €1,200 per claim		
ASSISTANCE TO PERSONS		
<ul style="list-style-type: none"> • Repatriation assistance: <ul style="list-style-type: none"> - organising and taking charge of your return or transportation to a hospital - reimbursement of your accommodation costs and the those incurred by the insured members of your family or those of an insured person accompanying you - organising and taking charge of the return of an insured travel companion and minor children 	Actual costs Limited to €50 per day and per insured person, for a maximum of 7 days Actual costs	N/A
<ul style="list-style-type: none"> • Hospitalisation in situ: <ul style="list-style-type: none"> - taking charge of the costs that enable a member of your family to get to you in hospital: <ul style="list-style-type: none"> > outward/return journey > accommodation costs locally until your repatriation - paying the cost of a travel companion’s round trip for the return of your minor children 	Actual costs Up to a limit per day of €50 for a maximum of 7 days Actual costs	

COVER AND EXCESS AMOUNTS TABLE

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
ASSISTANCE TO PERSONS (CONTINUE)		
<ul style="list-style-type: none"> • Medical and hospital costs abroad: - reimbursement of the costs you are responsible for (except dental costs) - reimbursement of emergency dental costs - advance for hospital costs 	Up to the following limits, per insured person and per insurance period: <ul style="list-style-type: none"> - €150,000 - €300 - €150,000 	Per claim: €30
<ul style="list-style-type: none"> • Search and/or rescue costs: - search costs - rescue costs 	Limited as follows: <ul style="list-style-type: none"> - per insured person and per claim: €750 - per insured person and per claim: €750 	
<ul style="list-style-type: none"> • Shipping drugs to the location 	Shipment charges	
<ul style="list-style-type: none"> • Assistance in the event of an insured person's death: - transporting the body - funeral costs additional costs of transport for insured members of the deceased person's family or an insured person	Actual costs Limited per insured person and per claim to € 750 Actual costs	N/A
<ul style="list-style-type: none"> • Early return assistance: - organising and paying transportation costs 	Actual costs	
<ul style="list-style-type: none"> • Legal assistance abroad: - reimbursement of lawyer's fees - advance for bail 	Up to the following limits, per insured person and per insurance period: <ul style="list-style-type: none"> - €1,500 - €8,000 	
<ul style="list-style-type: none"> • «Unforeseen» assistance: - communicating with your family 	Actual costs	
PRIVATE LIABILITY ABROAD		
<ul style="list-style-type: none"> • Bodily injury and resultant consequential loss 	Limited to €4,500,000 per claim	Per claim: €75
<ul style="list-style-type: none"> • Material damage and resultant consequential loss 	Limited to €45,000 per claim	
<ul style="list-style-type: none"> • Combined single limit: Bodily injury, material damage and resultant consequential loss 	Limited to €4,500,000 per event	

COMMON EXCLUSIONS TO ALL TYPES OF COVER

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

1. civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
2. your voluntary participation in bets, crimes or fights, except in a case of legitimate defence;
3. any effects of a nuclear origin or caused by any source of ionising radiation;
4. your intentional acts and wilful misconduct, including suicide and attempted suicide;
5. your consumption of alcohol, drugs or any narcotic substance listed in the French Public Health Code, not medically prescribed;
6. events for which liability may be incumbent on either the organiser of your trip in accordance with Chapters VI and VII of law N° 92-645 of 13 July 1992, stipulating the conditions for pursuing the business of organising and selling travel or on the carrier, principally for reasons of air safety and/or overbooking;
7. your refusal to board the flight originally planned by the approved organisation.

YOUR POLICY COVERAGE

LUGGAGE LOSS / DAMAGE

1. PURPOSE OF THE COVER

1.1. Accidental loss of and/or damage to baggage, personal items and effects

We cover, up to the limits shown in the cover and excess amounts table, the accidental loss of and/or damage to baggage, personal items and effects carried with you or purchased during your trip, and resulting from:

- total or partial destruction,
- loss during carriage by a transport company, when the baggage, personal items and effects carried with you or purchased during the trip have been entrusted to the company,
- theft, **subject to the specific provisions relating to valuables contained in Article 1.2.**

Specific cases:

• **Accidental damage to photographic or video equipment:**

We cover accidental damage to photographic or video equipment when these articles are damaged at the time when you have a personal injury accident.

• **Theft from a vehicle:**

We cover the theft of articles transported out of sight in the boot, after your car has been broken into between the hours of 7 a.m. and 10 p.m. (local time).

The vehicle must not be a convertible, and must be locked completely, with the windows and sunroof closed.

It is your responsibility to provide proof of the vehicle break-in and proof of the time at which the theft was committed.

1.2. Theft of valuables

We cover, up to the amount limits shown in the cover and excess amounts table, the theft of valuables that you are carrying on your person, or that you are using or that you have deposited in an individual safe deposit box or in the hotel's safe.

2. DAMAGE ASSESSMENT AND INDEMNIFICATION

Cover amount

• **Accidental loss of and/or damage to baggage, personal items and effects**

Cover is provided up to the limit per insured person, stated in the cover and excess amounts table, for all claims arising during the insurance period.

• **Theft of valuables**

Indemnification in the case of theft of valuables may not exceed 50% of the amount covered in respect of «Accidental loss of and/or damage to baggage, personal items and effects».

• **Calculation of the indemnity**

The indemnity calculation is based on the replacement value of articles of the same type, with a deduction for depreciation and up to the limit amounts stated in the cover and excess amounts table.

It is assessed by mutual agreement and may never exceed the amount of the damage suffered, nor does it take indirect damage into account.

We waive application of average provided for by article L 121-5 of the French Insurance Code.

3. IF YOU FIND THE STOLEN OR LOST ITEMS

If the stolen or lost items are found, **you must notify us by registered letter as seen as you know about it:**

- **if we have not yet made an indemnity payment to you**, you must recover possession of these items, and if the cover applies, we will then only be responsible for payment for damage or for any missing items;
- **if we have already paid indemnity to you**, you can choose to either relinquish or to recover these items and repay the indemnity which we have paid you, subject to deduction for damage or any missing items.

However, if you do not ask to recover possession of these items within 15 days from the date on which you were notified that they had been found, we consider that you are opting for relinquishment.

4. COVER EXCLUSIONS

In addition to the exclusions that are common to all cover, the following are also excluded:

4.1. theft, damage, destruction or loss:

- as a result of a decision by an administrative body or a prohibition on the transportation of certain items,
- occurring during removals;

4.2. partial or complete destruction, damage to and loss of valuables of any kind whatsoever, including during their carriage by a transport company;

4.3. theft committed by your staff in the performance of their duties;

4.4. theft committed without a break-in or by using duplicate keys;

4.5. theft of articles that is committed in a public place, when those articles were not under continuous surveillance;

4.6. destruction resulting from the insured item's own inherent vice, its normal wear and tear, or the leakage of liquid, fats, colourants or corrosive substances forming part of the insured baggage;

4.7. destruction of fragile articles, especially pottery and glass, porcelain or marble objects;

4.8. items lost, forgotten or misplaced by your own actions or by the actions of your travel companions;

4.9. damage resulting from scratches, grooves, tears or stains;

4.10. damage resulting from smoking-related accidents;

4.11. theft occurring when camping, whilst in a tent;

4.12. damage caused to:

- documents, identity documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, keys,
- equipment of a professional nature, sales representatives' product sample collections, goods, medical equipment and drugs, perishable foods, wines and spirits, cigarettes, cigars and tobacco,
- any downhill, cross-country and water-skiing kit and equipment (skis, monoskis, surfboards, wakeboards, poles, footwear, etc.), windsurfing boards, golfing equipment, diving bottles, bicycles, paragliders, parachutes, model aeroplanes, boats, car accessories; caravan, camping car, and boat furniture,
- musical instruments, objets d'art and craft items, antiques, religious objects, collectable items,
- video game consoles and their accessories,
- clothing and accessories worn on your person,
- spectacles (lenses and frames), contact lenses, prostheses and artificial aids of any kind, unless they are destroyed or damaged when the insured suffers a serious personal injury accident,
- animals.

5. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

You must:

- **In the event of a theft:** report the crime within 48 hours, to the nearest police authorities to the crime location.
- **In the event of complete or partial destruction:** obtain a written report of the damage, produced by a competent authority or the responsible person or failing this, by a witness.

- **In the event of loss or partial or complete destruction by a transport company:** it is essential to have a report drawn up by a qualified employee of this company.

In all cases, you must:

- take all steps so as to limit the consequences of the claim;
- **declare the claim to us, by registered letter, within five working days** of your knowledge of it, except in the case of an act of God or force majeure; this deadline is reduced to **48 hours in the case of theft.**

If you fail to observe this deadline and we incur a loss because of your late declaration, you lose all rights to indemnity;

- **contact us at:**

- ▶ **Directly using our Website:**
<https://declaration-sinistre.mondial-assistance.fr>
- ▶ **or by phone +33 (0)1 42 99 03 95**
Monday to Friday, between 9 am and 6 pm
- ▶ **or by fax +33 (0)1 42 99 03 25**

We will provide you with the information needed to submit your claim and you must send us documents in support of your claim, in particular:

- the insurance policy or a photocopy of it,
- the receipt for your crime report,
- the damage or loss report drawn up by the carrier,
- the original invoices for the purchase, or repairs,
- photographs (of valuables),
- proof of the vehicle break-in.

ASSISTANCE TO PERSONS

1. PURPOSE OF THE ASSISTANCE SERVICES

When you call on us for assistance, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of our Assistance Department.

1.1. Repatriation Assistance

If your state of health requires you to be repatriated, we will assist you as follows.

- **By organising and paying the cost of your return or transportation to a hospital**

We organise and pay the cost of your return to your home in Europe or transport to the hospital which is closest to your home and/or is the most suitable to provide the care required by your state of health.

In such a case, if you so wish, we can then organise your return to your home in Europe as soon as your state of health so allows.

- **Reimbursement of your accommodation costs and the those incurred by the insured members of your family or those of an insured person accompanying you**

On presentation of receipts and up to the amount limit stated in the cover and excess amounts table, we reimburse you for your additional accommodation expenses and those incurred by the insured members of your family or by an insured person accompanying you, from the day of your immobilization to the day of your repatriation to your home in Europe.

- **By organising and paying the costs of the return of an insured travel companion and minor children**

We also organise, and pay the costs, once our medical department have agreed to this, for a trip for an insured person who is with you at the holiday location to enable that person to accompany you and/or enable the minor children who were travelling with you to return home if no adult member of your family is present at the holiday location with them and if your repatriation takes place more than 24 hours before their originally planned return date.

IMPORTANT:

Decisions are only taken in consideration of your medical interests.

Our doctors contact the local medical teams and, if required, your usual medical practitioner, in order to gather the information that will enable the most appropriate decisions in respect of your state of health to be taken.

Your repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

If you refuse to comply with the decisions taken by our Medical Department, you discharge us of any liability in relation to the consequences of such an initiative and lose all rights to benefit and indemnification from us.

Moreover, under no circumstances can we carry out the role of local emergency services organisations, nor can we pay the cost of expenses thus incurred.

1.2. Hospitalisation in situ

- **Paying the cost to enable a member of your family to get to your hospital bedside.**

If you are hospitalised locally for **more than 7 days or more than 48 hours** if you are a minor or disabled and were not accompanied by another adult member of your family during your holiday:

- we pay the cost of a round trip for a member of your family staying in Europe to enable them to get to your hospital bedside;
- on presentation of receipts, we refund you, up to the limit amount stated in the cover and excess amounts table, for the cost of accommodation incurred by that person **up to the day when you are repatriated.**

This benefit is not additional to the «Organisation and payment for the return of an insured travel companion and minor children» cover».

1.3. Medical and hospital expenses abroad

Up to the amount limits stated in the cover and excess amounts table and less the deduction of the excess stated in the same table:

- **Reimbursement of the costs for which you are responsible (except dental costs)**

If, outside the country where you are resident or a citizen, you incur medically prescribed medical or hospital expenses, we will reimburse you for the remaining costs payable by yourself (except dental costs) after payment by your basic health insurance body, your health insurance company or any other insurance or provident organisation.

- **Reimbursement of emergency dental expenses**

We also reimburse you for the remaining emergency dental expenses payable by you after payment by your basic health insurance body, your health insurance company or any other insurance or provident organisation.

To receive this type of refund, you must belong to a primary health insurance scheme.

- **Advance for hospital costs**

In the event of hospitalisation, we can make an advance for the costs, by direct payment to the hospital up to the ceiling limit stated in the cover and excess amounts table.

In this case, you undertake to repay this advance to us within three months of the date of your return travel.

After this time, we will be entitled to claim for expenses and interest at the statutory rate in addition.

Our refunds and/or advances cease on the day on which our medical service considers that it is possible for you to be repatriated.

In all cases, you undertake to submit your reimbursement claim to your basic health insurance body, your insurance company or any other insurance or provident organisation from which you can claim.

1.4. Search and/or rescue costs

We reimburse you for the sea or mountain search costs and the rescue costs incurred up to the limit stated in the cover and excess amounts table.

1.5. Shipping drugs to the location

If you are holidaying abroad and you need drugs cannot be found at that location:

- **subject to the agreement of your prescribing doctor, we pay for the shipment of the drugs that cannot be found at your location, if they are essential for a curative treatment which you are undergoing, provided that no equivalent drug can be described locally and the national or international health or customs regulations allow such a shipment;**
- we arrange for these products to reach you as quickly as possible. However, we cannot be held liable for delays attributable to the transport companies contacted nor for any unavailability of the drugs.

You undertake to reimburse us for these drugs within a period of three months from their receipt. After this time, we will be entitled to claim for expenses and interest at the statutory rate in addition.

1.6. Assistance in the event of an insured person's death

In the event of the death of an insured person, we arrange for and pay the cost of:

- **transportation of the body** from the location where it is placed in the coffin to the burial place in Europe,
- **funeral expenses**, up to the limit stated in the cover and excess amounts table,
- **additional expenses for the transportation of the insured members of the deceased person's family or an insured person**, travelling with the deceased person, provided that their originally planned means of returning in Europe can no longer be used on account of this death.

1.7. Early return assistance

We organise and pay the costs, provided that the originally planned means for your return journey in Europe can no longer be used:

- either for your return home, and if necessary, for the insured members of your family travelling with you,
- or for a round trip for one of the persons insured under this policy and shown on the same policy application form.

You can receive this benefit in the following cases:

- **in the event of an illness or accident, resulting in emergency hospitalisation which commences during your holiday** and which, in the opinion of our Medical Department is of a life-threatening nature, of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, your legal guardian or the person for whom you are the guardian, who are not taking part in the holiday;
- **in order to attend the funeral after the death of your spouse or common-law partner**, of one of your ascendants, descendants, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, your legal guardian, or the person for whom you are the guardian, not taking part in the holiday and living in Europe;
- **in the event of material damage** as a result of a burglary, a fire, water damage or a climate event, making your presence on site essential for protective measures and administrative procedures to be undertaken and affecting more than 50% of:
 - your main or secondary residence,
 - your farming business,
 - your business premises if you are a craftsman, trader, company manager or if you are in a professional occupation.

1.8. Legal assistance abroad

• Reimbursement of lawyer's fees

When a legal action is commenced against you, we reimburse you the cost of your lawyer's fees, on presentation of receipts and up to the amount limit stated in the cover and excess amounts table, provided that:

- the lawsuit is not related to your professional activity,
- the lawsuit does not relate to using or keeping a land motor vehicle,
- the actions with which you are charged are not, under the legislation of the country in which you are staying, subject to criminal penalties.

• Advance for bail

If you are imprisoned or threatened with imprisonment, provided that the proceedings in which you are involved are not motivated by:

- trafficking of drugs and/or narcotic substances,
- your participation in political movements,
- any voluntary infringement of the laws of the country in which you are staying,

we will advance you, up to the limit shown in the cover and excess amounts table, the legally required amount of bail.

In this case, you have three months from the date on which the sum was deposited to repay us for this advance.

After this time, we will be entitled to claim expenses and legal interest at the statutory rate in addition.

1.9. «Unforeseen» assistance

• Communicating with your family

If you are unable to contact your family, if you can manage to contact us, we will transmit your urgent messages to them.

2. COVER EXCLUSIONS

In addition to the exclusions that are common to all cover, the following are also excluded:

- For all assistance cover:
 - 2.1. expenses incurred without the prior approval of our Assistance department;
 - 2.2. the consequences of pre-existing illnesses or injuries, diagnosed and/or treated, which required a continuous stay in hospital or a one-day hospital stay or outpatient treatment in the 6 months prior to the assistance request;
 - 2.3. the consequences of an un stabilised ailment being treated and from which you are still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
 - 2.4. the potential consequences (check-up, additional treatment, recurrence) of an ailment which previously gave rise to a repatriation;
 - 2.5. the consequences of ailments / accidents or minor injuries that can be treated at the location;
 - 2.6. the consequences of pregnancy including its complications, beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences;
 - 2.7. the consequences:
 - of infectious risk situations in an epidemic scenario,
 - of exposure to infectious biological agents,
 - of exposure to chemical agents of a combat gas type,
 - of exposure to incapacitating agents,
 - of exposure to neurotoxic agents or agents with residual neurotoxic effects,which require a quarantine period or specific preventive or monitoring measures by the local and/or national health authorities of the country in which you are staying;
 - 2.8. your participation in any sport practised as a professional or under a paid contract, in addition to preparatory training;
 - 2.9. your failure to comply with official prohibitions and your non-compliance with official security rules, related to the practice of a sports activity;
 - 2.10. the consequences of an accident that occurs when you are taking part in an air sport (including hang-gliding, paragliding, gliding) or one of the following sports: skeleton, bobsleigh, skijump, roped mountain climbing, rock climbing, scuba diving, pot-holing, bungee jumping, parachute jumping;
 - 2.11. expenses not expressly mentioned as giving rise to a refund, in addition to the cost of meals and any expenses for which you are unable to produce a receipt.
- In addition, under the «Medical and hospital costs abroad» cover, the following are excluded:
 - 2.12. the costs of thermal spa treatment, heliotherapy, slimming treatments, rejuvenation cures, and all kinds of «comfort» or beauty treatments, physiotherapist's costs;
 - 2.13. the costs of implants, prostheses, artificial aids and optical costs;
 - 2.14. vaccination expenses;
 - 2.15. the costs resulting from treatment or care not resulting from a medical emergency;
 - 2.16. the costs resulting from treatment or care, the therapeutic nature of which is not recognised by French legislation.

3. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

3.1. To request assistance

You must contact us or get a third party to contact us as soon as your situation is expected to involve early return or expenses that fall within the scope of our cover.

Our services are available to you 24 hours a day, 7 days a week:

- BY PHONE
- OR

01 42 99 64 16
+33 1 42 99 64 16

FROM OUTSIDE FRANCE

You will be immediately assigned a case number and we will ask you to:

- tell us your policy number,
- give us an address and telephone number where we can contact you and the details of the people who are assisting you,
- allow our doctors to access all of your medical information or the medical information for the person needing our assistance.

3.2. For a claim for reimbursement

In order to receive a reimbursement of expenses paid by you with our approval, you must provide the receipts that will enable us to determine the validity of your claim.

Services which have not been requested in advance and which have not been organised by us do not entitle you to a reimbursement or an indemnity payment.

3.3. To cover the cost of transport

When we organise and pay the cost of transport as part of our cover, this will be 1st class train travel and/or tourist class flights or by taxi, depending on the decision taken by our Assistance Department.

In this case, we take ownership of the original tickets and you undertake to return them to us or to refund us with the amount you have managed to obtain as a refund from the organisation that issued these tickets.

When you did not originally have a return ticket, we ask you to refund the amount you would have paid, in any case for your return on the basis of 1st class train tickets and/or tourist class air tickets, at the time of your planned return, from the company with whom you made the outward journey.

4. SCOPE OF OUR ASSISTANCE SERVICES

We act in compliance with national and international laws and regulations and our services are subject to the necessary approval being obtained from the competent administrative authorities.

Moreover, we cannot be held liable for delays or hindrance to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source or any other act of God.

PRIVATE LIABILITY ABROAD

1. PURPOSE OF THE COVER

During trips not exceeding two months, we cover the financial consequences from the third party liability which you can incur, in accordance with the legislation or the jurisprudence of the country in which you are located, because of:

- bodily injury,
- material damage,
- consequential loss directly resulting from insured bodily injury or material damage,

resulting from an accident occurring during your private life and caused to a third party by:

- yourself,
- persons for whom you are accountable,
- things or animals of which are in charge.

2. THE SUBSIDIARITY OF THE COVER

Cover is provided to you for your trips outside France and only in the countries where you do not have the benefit of insurance cover for your third party liability elsewhere.

3. COVER AMOUNTS

Cover is provided up to the limits stated in the cover and excess amounts table, with it being understood that:

- the limit per event stated in the cover and excess amounts table constitutes the maximum amount insured for the same event, as a combined single limit for: bodily injury, material damage and directly resultant consequential loss,
- an excess per loss, the amount of which is indicated in the cover and excess amounts table, is always payable by you.

4. COVER EXCLUSIONS

In addition to the exclusions that are common to all cover, the consequences of the following are also excluded:

- 4.1. damage caused to members of your family, to your employees, whether salaried or not, in carrying out their duties or to any other person who is not an insured under this policy;**
- 4.2. damage caused to animals or to objects that belong to you or are rented, loaned or entrusted to you;**

4.3. damage caused by:

- any land motor vehicle meeting the definition de article L 211-1 of the French Insurance Code,
- any land vehicle built to be coupled to any land motor vehicle,
- any air, marine or river craft;
- damage resulting from carrying out hunting, any mechanical sports (motor car, motorcycle and more generally any land motor vehicle), or any air sports;
- damage caused to third parties and resulting from organising, preparing or participating in a competition organised under the aegis of a sports federation, subject to administrative authorisation or to a legal insurance obligation;
- damage caused during your professional activity or during your participation in an activity organised by a 1901 law association, an institution or an organisation;
- your contractual liability;
- the liability that you can incur because of a fire, an explosion or water damage.

In addition, fines and any monetary sentences pronounced as a sanction and not constituting the direct compensation for a bodily injury or material damage are never covered.

5. THE PROCEDURES FOR APPLICATION OVERTIME

The operation of the cover over time is specified by law no. 2003- 706 of 1st August 2003. The insurance triggered by the event which is the subject of the claim covers the insured against the monetary consequences of his/her liability, as soon as said event occurs between the initial inception of the insurance and its cancellation or expiry date regardless of the date of the other elements constituting the claim.

6. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

You must not accept any admission of liability, or any settlement without our agreement. However, the admission of a material fact or the execution of simple duty of assistance does not constitute an admission of liability.

You must declare the claim to us in writing **within five working days of the day of your knowledge of the event**, except in the case of an act of God or force majeure:

- ▶ **Directly using our Website:**
<https://declaration-sinistre.mondial-assistance.fr>
- ▶ **or by post to the following adress:**
Mondial Assistance France
Service Gestion des Sinistres (Claims department)
DT 001
54 rue de Londres
75394 PARIS Cedex 08

If you fail to meet this deadline and we incur a loss because of your late notification, you lose all rights to indemnity.

If proceedings are instituted against you, you give us all power to manage the process and exercise all channels of recourse before the civil courts or to join forces for your defence and exercise the channels of recourse on civil interests before criminal courts.

As soon as you receive them, you must pass on to us all subpoenas, summonses, documents outside of legal proceedings and procedural documents sent to or served on you.

In the event of delay in passing on these documents, we can claim compensation from you proportionate to the loss suffered by us (article L 113-11 of the French Insurance Code).

If you are in breach of your obligations after the loss, we indemnify the injured third parties or their beneficiaries, but we may take legal action against you to recover the sums paid.

7. THE PROVISIONS PROVIDED FOR IN THE EVENT OF AN ANNUITY PAYMENT BEING AWARDED BY A COURT RULING

If an acquisition of securities is ordered to guarantee the payment of an annuity payment, we set up that guarantee for the amount of our cover.

If no guarantee is ordered, the capital value of the annuity payment is calculated according to the rules applicable for the calculation of the mathematical reserve of that annuity payment. If that value is lower than the amount of our cover, the annuity payment is wholly payable by us. If it is greater than the amount of our cover, only the share, in capital, of the annuity payment corresponding to the amount of our cover is payable by us.

ADMINISTRATIVE PROVISIONS

1. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken out on the same day as the airline ticket is issued or at the latest before the cancellation fees table provided by the approved organisation or agent with whom this policy is taken out has begun.

Cover takes effect

- **for the «Repatriation Assistance» cover:** Cover takes effect at 00:00 hours on the day of departure indicated in the Specific Terms and Conditions and no earlier than the effective date stated in the Specific Terms and Conditions, subject to receipt of the premium.
- It ends when you have returned to your home, and at the latest, 48 hours after the return date stated in the Specific Terms and Conditions;
- **for all other cover:** at 00:00 hours on the day of departure indicated in the Specific Terms and Conditions and no earlier than the effective date stated in the Specific Terms and Conditions, subject to receipt of the premium.

Cover ends at midnight on the day of your return that is stated in the Specific Terms and Conditions.

2. CUMULATIVE INSURANCE

If you are covered for the same risks with other insurance companies, you must inform us of this and provide us with their details and the scope of their cover, in accordance with article L 121-4 of the French Insurance Code.

You can obtain indemnification for your damage by contacting the insurance company of your choice.

These provisions do not concern assistance services.

3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its limit amount, we become beneficiaries of the rights and actions that you owned against anyone liable for the claim, in accordance with article L 121-12 of the French Insurance Code.

If, by your act, we are no longer able to perform this action, we can be discharged of all or part of our obligations towards you.

4. PENALTIES APPLICABLE IF YOU MAKE A MISREPRESENTATION WHEN TAKING OUT THE POLICY

Any non-disclosure or false statement, any omission or inaccuracy in the statement of the risk is penalised under the terms of conditions stated in articles L 113-8 and L 113-9 of the French Insurance Code:

- **in the event of bad faith on your part:**
by rendering the policy null and void;
- **if your bad faith has not been established:**
by a reduction in the indemnity, in proportion to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

5. PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONAL MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation by you about the circumstances or consequences of a claim will result in the loss of all entitlement to benefit or indemnity for this claim.

6. TIME LIMITATION

Any legal action arising from the insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by articles L 114-1 and L 114-2 of the French Insurance Code.

With regard to the «Third Party Liability» cover, the period of time only runs from the date when a third party advises you of his/her/its intention to obtain compensation from you, provided that his/her/its action is not time barred.

The time limitation period is interrupted mainly by the despatch of a registered letter with acknowledgement of receipt by our company to the insured person in respect of legal action for payment of the premium and by the insured person to our company in respect of payment of the indemnity or by the appointment of an expert as the result of a claim.

7. DAMAGE ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and failing this, by jointly agreed expert assessment, subject to our respective rights.

Each of us appoints an expert. If the appointed experts do not agree, they appoint a third expert: the three experts work together on a majority vote basis.

If one of us fails to appoint their expert or the two experts are unable to agree on the selection of the third expert, the appointment shall be made by the Presiding Judge of the Tribunal de Grande Instance of the place where the policyholder is domiciled.

This appointment shall be made on a written request signed by us or by just one of us, with the other having being summoned by registered letter.

Each party pays the fees and expenses of its own expert and half of the fees of the third expert, if appointed.

8. CLAIM SETTLEMENT TIME PERIOD

As soon as your case is complete, your indemnity will be paid within 10 days following the agreement between us or an enforceable court ruling.

9. COMPLAINTS HANDLING PROCEDURES

In the event of any problems, please consult your usual representative first of all. If you are not satisfied with their response, you may send your complaint to:

MONDIAL ASSISTANCE FRANCE
Complaints Management Department
DT 001
54 rue de Londres
75394 PARIS Cedex 08

If you still disagree after you have received the response from our company, you can request an opinion from an arbitrator.

Procedures for access to the arbitrator will be sent to you if you write to the address above.

10. THE ADDRESS OF MAI

MAI has elected to be domiciled at the registered office of its subsidiary in France:

Tour Gallieni II
36, avenue du Général de Gaulle
93175 Bagnolet Cedex

Any disputes raised against MAI concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be made to the address shown above.

11. DATA PROTECTION AND CIVIL LIBERTIES LAW

In accordance with French Law on Data Protection and Civil Liberties No. 78-17 of 6 January 1978, you have the right to access and correct any information about yourself that is contained in our files, by contacting our head office in France.

12. REGULATORY AUTHORITY

The body responsible for the regulation of MAI is the Autorité de contrôle des assurances et des mutuelles (French insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.

To declare a claim

- Connect to
the following Web site:

<https://declaration-sinistre.mondial-assistance.fr>

- Contact us by phone
+33 (0)1 42 99 03 95
(from 9h00 to 18h00 from Monday to Friday)
or by fax : **+33 (0) 1 42 99 03 25**

Mondial Assistance International AG, French Branch
Tour Gallieni II, 36 avenue du Général de Gaulle,
93175 Bagnolet Cedex

Tel. : 00 33 (0) 1 49 93 29 00
Fax : 00 33 (0) 1 49 93 29 19

Private company governed by the Insurance Code
Company capital : 25 000 000 Swiss francs fully paid up
Trade and Companies register of BOBIGNY, N° B582 075 438