



The organiser of your trip has finalized with

Mondial Assistance Europe N.V.

The following General and Specific Terms and Conditions:

POLICY NO.: 303 294

SPECIFIC TERMS AND CONDITIONS

Insured persons: All people taking part in a trip purchased from TRANSAVIA, who apply for it on the day of booking.

POLICY PLAN 1:

- 1- CANCELLATION

POLICY PLAN 2:

- 1- CANCELLATION
- 2- BAGGAGE
- 3- REPATRIATION ASSISTANCE

DO YOU URGENTLY NEED ASSISTANCE?

+33 (0)1 42 99 02 02

YOU HAVE TO CANCEL YOUR TRIP

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

or by telephoning +33 (0)1 42 99 03 95

DO YOU NEED INFORMATION?

+33 (0)1 42 99 82 81 or service.conseil.client@mondial-assistance.fr

TABLE OF COVER AND EXCESSES

ITEMS OF COVER	COVER LIMIT	ABSOLUTE EXCESS
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CANCELLATION - Plans 1 and 2		
<ul style="list-style-type: none"> • cancellation charges per the scale: from issue of the ticket: 	100% of the ticket price from issue of ticket - per person: € 750 - per event: € 6,000	none

BAGGAGE – Policy Plan 2		
<ul style="list-style-type: none"> • loss, theft or damage to baggage 	- per person: € 800 - and per claim: € 800 The total amount of baggage cover, including valuables, cannot exceed €800	absolute excess per person and per claim: € 30
<ul style="list-style-type: none"> • specific indemnity for valuables and for items other than clothes with a unit value greater than €400 	- per person and per claim up to 50% of the sum insured	
<ul style="list-style-type: none"> • reimbursement for essential goods in the event of delay of more than 6 hours for baggage delivery 	per person and per claim: € 150	
<ul style="list-style-type: none"> • reimbursement for travel documents in the event of loss or theft 	per person and per claim: € 150	

TABLE OF COVER AND EXCESSES

ITEMS OF COVER	COVER LIMIT	ABSOLUTE EXCESS
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RAPATRIATION ASSISTANCE – Policy Plan 2		
• additional expenses incurred for repatriation	actual costs	none
• additional accommodation costs for people accompanying the insured if repatriation is not necessary	per day and per person: €45 for a maximum of 7 days	none
• additional accommodation expenses for the person who comes to visit the insured in hospital	per day and per person: €75 for a maximum of 7 days	none
• medical or hospitalisation expenses abroad for which you are responsible	per person and per insurance period: € 10,000	per claim: € 30
• emergency dental fees	per person and per insurance period: € 150	per claim: € 30
• rescue costs	per person: € 750 and per claim: € 3,000	none
• expenses for repatriating the body in the event of death	actual costs	none
• funeral expenses required for transportation	per person and per claim: € 750	none
• reimbursement of your lawyer's fees	per person and per insurance period: € 3,000	none
• advance for bail	per person and per insurance period: € 15,000	none

GENERAL TERMS AND CONDITIONS

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

Your policy comprises these General Terms and Conditions, together with your Specific Terms and Conditions.

The cover that you have selected from the types of cover specified below are shown in your Specific Terms and Conditions, depending on the policy plan that you have taken out and for which you have paid the corresponding premium.

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 France.

WE (the insurer):

Mondial Assistance Europe N.V.
Registered in the Amsterdam Trade register under No. 33124664
Registered with the Netherlands Authority for the Financial Markets –
AFM under No. 12000567.

Located at:
Mondial Assistance Europe N.V.
Poeldijkstraat 4,
1059 VM Amsterdam
Poeldijkstraat 4, 1059 VM Amsterdam

REPRESENTATIVE MONDIAL ASSISTANCE France

PREMISES: Tour Gallieni 2
36 avenue du Général de Gaulle
93,175 Bagnolet Cedex
The local representative manages and settles the claims on behalf of the insurer.

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**

ABROAD: any country except for the country where you are resident or of which you are a citizen, France and its overseas territories.

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

EXCESS: share for which you are responsible in the settlement of the claim. The excess amounts in respect of each item of cover are specified in the cover and excess amounts table.

MEDIUM HAUL: Albania, Algeria, Andorra, Germany, Austria, Balearic Islands, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Canaries, Cyprus, Croatia, Denmark, Spain, Egypt, Estonia, Finland, France, Great Britain, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Luxembourg, Lithuania, Macedonia, Madeira, Malta, Morocco, Moldavia, Monaco, Norway, Netherlands, Poland, Portugal, Czech Republic, Slovakia, Romania, Russia (EUROPE part), San Marino, Senegal, Serbia and Montenegro, Slovenia, Sweden, Switzerland, Tunisia, Turkey, Ukraine, Vatican.

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

TIME LIMITATION: period beyond which no claim can be accepted.

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 damage, 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/her employees, whether salaried or not, while carrying out their duties.

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

► **Relating to cover for "Cancellation":**

NATURAL DISASTER: event caused by the abnormal intensity of a natural agent.

SERVICE CHARGES: charges levied by the approved organisation or intermediary when booking the trip, which relate to drawing up the paperwork/records for the trip.

TEMPORARY DISABILITY: medically diagnosed loss, for a limited period of time, of a person's functional capacity, requiring him/her, on the day of the cancellation, to cease all activity (including professional activity if applicable) and requiring medical care and treatment to be carried out.

► **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.

NECESSARY GOODS: 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 sound and images, as well as accessories to this equipment, objects other than clothes with an individual item value above **€400** are considered to be valuables.

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

► **Relating to "Personal Assistance" 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 holiday 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: costs for initial preservation, handling, placing in coffin, specific arrangements for transportation, preservation made compulsory by legislation, packaging and simplest coffin model 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 establishment, 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 his/her work.

ILLNESS: any deterioration in your personal health recorded 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.

POLICY TERRITORIAL LIMITS

The "Assistance to persons" cover applies in the country or countries visited during the travel organised by the policyholder and which is/are mentioned in the travel booking form.

You are also covered during any travel in the geographical area relating to your country of destination.

The other items of cover in your policy apply worldwide.

COMMON EXCLUSIONS TO ALL TYPES OF COVER

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

1. civil or foreign war, riots, popular movements, strikes, hostage taking, handling of weapons;
2. your voluntary participation in bets, crimes or fights, except in the case of legitimate defence;
3. any effect 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 fall either on your travel organiser in accordance with Chapters VI and VII of Law n° 92-645 of 13th 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.

CANCELLATION

CHAPTER -1- Our cover

11. The purpose of the cancellation cover:

When you cancel your trip, the holiday operator holds you responsible for the full **price of the cancelled services, called cancellation fees.**

Our cover consists of reimbursing all of the full cancellation fees for which you are contractually liable **when you cancel your holiday, before you set off on the trip, for an insured reason.**

For rentals, our cover is granted on condition that the rental is fully vacated.

Note:

All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single trip, which only has one single date of departure: the one mentioned by the travel organiser as being the start of the services insured.

12. Events giving entitlement to the cover

We intervene if you are obliged to cancel your trip for any of the following reasons:

12.1 A serious illness, serious personal injury including the consequences, after-effects, complications or aggravation of an illness or an accident which was recorded before your trip was booked, or the decease of:

- a) you, your spouse or common law partner, your ascendants or descendants,
- b) your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law.

It is up to you to establish the true nature of the situation giving entitlement to our benefits. We also reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the material circumstances.

12.2 Serious material damage as a result of a burglary, a fire, water damage or a climate event, making your presence on site essential on the expected date of departure for protective measures and administrative procedures to be carried out, where such damage affects **more than 50% of:**

- a) your main or secondary residence,
- b) your farming business,
- c) your business premises **if you are a business manager or if you are in a liberal profession.**

12.3 Redundancy of yourself or your spouse, provided that the procedure had not been started by the day on which you took out this policy.

12.4 Obtaining employment as a salaried employee or paid training, taking effect before or during the dates planned for your trip, while you were registered for unemployment benefit, provided that it does not involve a contract extension or renewal or an assignment provided by a temporary employment company..

12.5 Being called for a university resit, on a date occurring during the period of your insured trip provided that it was not known when this policy was taken out that you had failed the exam.

- 12.6 Your professional transfer**, imposed on you by your employer, but not in connection with a disciplinary matter, that requires you to move house during the time of your insured trip or 8 days before it, provided that the transfer was not known about when you took out this policy.
- 12.7 Cancellation for an insured reason by one or more persons booked at the same time as you and insured under this policy if, because of this withdrawal, you have to travel alone.**

CHAPTER -2- Amount covered

- 21.** The indemnity paid under this policy shall under no circumstances be greater than the total of sums invoiced by the travel organiser in accordance with the contractual scale and up to the limits detailed in the Specific Terms and Conditions.
- 22.** We shall reimburse you for the amount of the cancellation fees invoiced by the travel organiser in accordance with the scale given in its General Terms and Conditions of Sale; **however we shall cover only the amount of the costs for which you would have been invoiced in accordance with that scale, had you notified the travel organiser within 48 hours of the occurrence of the event giving entitlement to our cover. Administrative fees, costs of tips, stamp dues, as well as the premium paid to take out this policy, will not be reimbursed.**

CHAPTER -3- The terms for applying the cover

- 31.** The cover must be taken out and registered with Mondial Assistance Europe on the same day as the holiday reservation to be insured.
- 32.** The cover shall take effect from the 1st day on which the cancellation fees scale comes into operation and terminates at the exact time at which the insured services of the tour operator begin.
- 33. The cover for cancellation cannot be combined with other items of cover taken out under this policy.**

CHAPTER -4- Cover exclusions

In addition to the exclusions that are common to all cover (section 3 of the administrative provisions), the following are also excluded:

- 41. pregnancy except for any clear and foreseeable complication, voluntary termination of pregnancy, childbirth, in vitro fertilisation and the consequences thereof,**
- 42. forgetting to get vaccinated,**
- 43. any medical contingency whose diagnosis, symptoms or cause are of a mental psychological or psychiatric nature, and which has not given rise to hospitalisation for a period of more than 5 consecutive days prior to the date on which this policy was taken out,**

44. accidents resulting from the practice, whether as an amateur or at any other level, of airborne or motorised sports (the latter including car, motorbike, or any other motorised vehicle),
45. epidemics, pollution, natural disasters subject to the procedure referred to in Law no. 82-600 of 13 July 1982 including their consequences,
46. the consequences of any criminal proceedings against you.

CHAPTER -5- What you must do in the event of a claim

51. You must notify your travel organiser of your withdrawal by the quickest methods (fax, telegram, notification to the agency) when the covered event that prevents your departure takes place, or at the latest within 48 hours.

Note:

If you are late informing your travel organiser of your intention to cancel, we shall only pay for the cancellation fees payable on the date of the event giving entitlement to cover and you will be your own insurer for the difference.

52. You must warn us within five working days of your knowledge of the event, except in the case of an act of God or force majeure:

- or by the Internet, at:
<https://declaration-sinistre.mondial-assistance.fr/>
- or by email:
reglement.assurance@mondial-assistance.fr
- or by fax on +33 (0)1 42 99 03 25
- or by telephoning +33 (0)1 42 99 03 95
Monday to Friday, between 9 a.m. and 6 p.m.

You must have the information required to make your claim declaration.

You will quickly receive a form to be filled in which you should complete and return to us, together with any documents which might be requested from you for justifying the reason for the cancellation and for assessing the sum of the claim (travel booking form, invoice for cancellation fees, tickets...).

In addition, if the reason for your withdrawal is sickness or personal injury, you must communicate all the information or documents necessary for checking that your claim is well founded to our advisory doctor.

BAGGAGE

CHAPTER -1- Our cover

11. Our cover applies in the event of:

- 11.1 - theft,
- total or partial destruction,
- loss while being transported by a transport company,
baggage, personal effects and other items carried with you including identity papers or purchased during the trip other than valuables defined below.
In the event of theft of articles transported in a vehicle, our cover applies if the items have been carried out of sight in the boot of a non-convertible vehicle, completely locked and with the windows completely closed and which have been stolen by the vehicle being broken into between 7 a.m. and 10 p.m. local time.
You must provide proof of the time at which the theft was committed.

- 11.2 In addition, if the delay in delivery of your baggage to the place at which you are staying is greater than 6 hours, we reimburse you, on presentation of receipts up to the limit set in the Specific Terms and Conditions, for the expenses which you have incurred in buying essential items.

12. Theft of valuables

- 12.1 The following are considered valuables under the terms of the policy:
- a) jewellery, items made of precious metal, precious stones, pearls, watches, furs and hunting rifles,
 - b) photographic, film-making, computer equipment or mobile phone, equipment for recording or reproducing sound or images including accessories,
 - c) items other than clothes with a value greater than the amount stipulated in the Specific Terms and Conditions.
- 12.2 Our cover applies to valuables only under the following circumstances:
- a) **in the event of theft and only if you have them with you, you are using them or if you have put them in an individual safe deposit box or have deposited them in the hotel safe,**
 - b) **in the event of serious personal injury to the insured person, for damage to photographic or cinematographic equipment.**

CHAPTER -2- Damage assessment and indemnification

21. Amount covered

- 21.1** Cover is provided up to the limit per insured person, up to the maximum amount per holiday let insured, as stated in the Specific Terms and Conditions, for all claims arising during the insurance period.
- 21.2** The indemnity paid in the event of a delay in the delivery of baggage is limited by the specific limit set in the Specific Terms and Conditions, which is not combined with that applying in the event of theft, destruction or loss of baggage; in the event of two items of cover applying simultaneously for the same event, the indemnity paid in the event of a delay in the delivery of baggage will be deducted from the amounts remaining due under the cover for theft, destruction or loss of baggage.
- 21.3** The maximum indemnity for all valuables mentioned above cannot exceed 50% of the amount covered as laid down in the Specific Terms and Conditions.

22. Calculation of the indemnity

- 22.1** The indemnity calculation is based on the replacement value of articles of the same type, with a deduction for depreciation and up to the amount stated in the Specific Terms and Conditions.
- 22.2** For each claim, an absolute excess per person insured, laid down in the Specific Terms and Conditions, shall be payable by you.
- 22.3** The indemnity cannot exceed the amount of the damage suffered and nor does not take indirect damage into account.
- 22.4** We waive the application of average provided for by article L 121-5 of the Insurance Code.

CHAPTER -3- Cases of lost or stolen objects being recovered.

You must notify us by registered letter as soon as you are informed of this.

- If we have not yet made an indemnity payment to you, you must take back possession of these items, and if the cover applies, we will then only be responsible for paying for any damage or any missing items.
- If we have already made an indemnity payment to you, you can choose to either relinquish the items or to take them back and repay the indemnity that you have received subject to deduction for damage or any missing items.
- However, if you do not ask to take back possession of these items within 15 days of the date on which you were notified that they had been found, we consider that you are opting for relinquishment.

CHAPTER -4- The terms for applying the cover

- The cover must be taken out and registered with Mondial Assistance Europe before the start of the holiday to be insured.
- The cover will apply for the duration of the services organised by the tour operator as described in your holiday booking form as well as during the journey to and from your home subject to this journey not exceeding 48 hours.
- However, if the total duration of the trip is greater than 2 months or if no date is planned for your return or the end of your holiday, the cover will cease automatically 2 months after the departure date or the start of the holiday mentioned on the booking form.

CHAPTER -5- Cover Exclusions

In addition to the exclusions that are common to all cover, (section 3 of the administrative provisions) the following are also excluded:

51. The following circumstances

- 51.1 any theft, destruction or loss:**
 - resulting from a decision by a competent administrative authority or a ban on transporting certain items,
 - occurring during removals,
- 51.2 theft committed by your staff in the performance of their duties,**
- 51.3 theft committed without a break-in or by using a duplicate key,**
- 51.4 theft of items committed in a public place when they were not under continuous surveillance,**
- 51.5 destruction resulting from an inherent defect in the insured item, normal wear and tear or the leakage of liquids, fats, dyes or corrosive substances forming part of the insured baggage,**
- 51.6 destruction of fragile articles, including pottery and glass, porcelain or marble objects,**
- 51.7 items lost, forgotten or misplaced by your own actions or by the actions of your travel companions,**
- 51.8 damage resulting from scratches, grooves, tears or stains,**
- 51.9 damage due to smoking-related accidents,**
- 51.10 thefts at camping sites.**

52. The following items:

- 52.1 documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, keys,**
- 52.2 all alpine or cross country or water skiing equipment (skis, monoskis, windsurfing boards, poles, boots),**

- 52.3 sailboards, golfing equipment, surf boards, diving bottles, bicycles, paragliders, parachutes, model aeroplanes, boats,
- 52.4 professional equipment, sales representatives' samples, goods,
- 52.5 musical instruments, objets d'art and crafted objects, antiques, religious objects, collectable items,
- 52.6 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,
- 52.7 automobile accessories, caravan, camping car or boat furniture,
- 52.8 perishable food items, wines and spirits,
- 52.9 video games and accessories,
- 52.10 medical equipment, prostheses and medicines,
- 52.11 clothing and accessories worn on your person,
- 52.12 animals.

CHAPTER -6- What you must do in the event of a claim

You must,

- **In the event of theft:** report the crime within 48 hours, to the nearest police authorities to the crime location.
 - **In the event of total or partial destruction:** obtain a written report of the damage, produced by a competent authority or the person responsible; or failing this, by a witness.
 - **In the event of partial or complete destruction by a transport company:** without fail have an official report issued by the qualified staff of that company.
- and in all cases:**
- **take all steps** so as to limit the consequences of the claim,
 - **notify us of the claim, by registered letter, within five working days** of finding out about it, except in the case of an act of God or force majeure. This deadline is reduced to **48 hours in the event of theft**

- **or by the Internet, at:**
<https://declaration-sinistre.mondial-assistance.fr/>
- **or by email:**
reglement.assurance@mondial-assistance.fr
- **or by fax on +33 (0)1 42 99 03 25**
- **or by telephoning +33 (0)1 42 99 03 95**
Monday to Friday, between 9 a.m. and 6 p.m.

If you fail to observe this deadline, and Mondial Assistance Europe incurs a loss because of your late declaration, you lose all right to indemnity.

- **submit a claim** and send MONDIAL ASSISTANCE the documents that justify your claim:
 - the insurance policy or a photocopy of it
 - the receipt for your crime report,
 - the damage or loss report,
 - original purchase invoices,
 - repair or restoration invoices,
 - proof of the vehicle break-in,
 - a recent estimate by a professional,
 - photographs (of valuables),as well as any facts deemed necessary to deal with your claim.

REPATRIATION ASSISTANCE

CHAPTER -1- Our assistance services

When you call on us for assistance, you accept that 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.

11. Our medical assistance

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.

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

If you refuse to comply with the decisions taken by our Medical Department, you relieve MONDIAL ASSISTANCE and/or Mondial Assistance Europe of any liability in relation to the consequences of such an initiative and you lose all right to benefits and indemnities from us.

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

11.1 Your state of health requires repatriation:

- 11.1.1** 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.
- 11.1.2** At your request we can then organise return to your home in Europe as soon as your state of health allows it.
- 11.1.3** On submission of supporting documents and up to the limit stated in the Specific Terms and Conditions, we reimburse you for accommodation expenses and those incurred by the insured members of your family accompanying you, **from the day on which you were incapacitated to the day of your repatriation to your home in Europe.**
- 11.1.4** We shall pay additional costs for transport for insured members of your family accompanying you **insofar as the means of transport originally planned for their return to Europe can no longer be used because of this repatriation.**

11.2 Your state of health does not require repatriation:

11.2.1 On submission of supporting documents and up to the limit stated in the Specific Terms and Conditions, we reimburse your additional accommodation expenses and those incurred by the insured members of your family or by a person insured under this policy who is accompanying you.

11.3 You are hospitalised locally:

11.3.1 **If you are hospitalised 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 costs of a round trip for a member of your family still in France so that he/she can come to visit you.**

11.3.2 On submission of supporting documents, we reimburse you, up to the limit stated in the Specific Terms and Conditions, for the cost of accommodation incurred by that person **up to the day on which you are repatriated.**

11.4 You incur medically prescribed medical or hospitalisation expenses locally outside the country where you live and outside France:

- We reimburse you for the expenses which you have incurred after payment by Social Security, the health insurance company and/or any provident body up to the limit and after deduction of the absolute excess amount stated in the Specific Terms and Conditions.
- We reimburse you for the emergency dental expenses which you have incurred after payment by Social Security, the health insurance company and/or any provident body up to the limit and after deduction of the absolute excess amount stated in the Specific Terms and Conditions.
- In the event of hospitalisation in a hospital with which we have a payment agreement, we can make an advance for the hospital costs by direct payment to the hospital. You undertake to repay this advance to us within 1 month of the date of your return travel. After that time frame, we shall be entitled to claim legal costs and interest at the official rate from you.
We reserve the right to demand in advance that a third party stands as guarantor for the repayment within 1 month of the sums being made available by depositing at our headquarters a certified bank cheque or an acknowledgement of debt for an equivalent amount.
- **Your right to reimbursement from us will cease on the day when our medical department considers that your repatriation is possible.**
In every case you undertake to submit your claim for reimbursement to the benefit plans from which you can claim.

11.5 You pay rescue expenses:

We reimburse you for the rescue expenses incurred, up to the limit stated in the Specific Terms and Conditions.

11.6 You need medicines that cannot be found locally

- **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 prescribed locally and the national or international health or customs regulations allow such a shipment.**
- We shall get these products to 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 must reimburse us for these drugs within 1 month of receipt. After this time we shall be entitled to demand legal costs and interest in addition.

12. Our assistance in the event of death:

In the event of the death of an insured person, we arrange for and cover 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 Specific Terms and Conditions, additional expenses for the transportation of the **insured members of the deceased person's family under this policy, travelling with the deceased person**, provided that their originally planned means of returning in Europe can no longer be used because of this repatriation.

13. Our early return cover:

We arrange and pay for the following, **provided that the originally planned means for your return in Europe can no longer be used:**

- your return, and, if necessary, that of the insured members of your family travelling with you
- OR
- the round trip for one of the persons insured under this policy and shown on the holiday booking form.

The choice that you make, with our agreement, is irrevocable.

This benefit is due **in the following cases:**

- **serious illness or accident grave which, in the opinion of our Medical Department is of a life-threatening nature or in order to attend the funeral after death:** of your spouse or common-law partner, one of your ascendants, descendants, legal guardian, brother, or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law not taking part in the holiday and living in Europe;
- **serious material damage as a result of a burglary, a fire, water damage or a climate event, making your presence on site essential to take protective measures and administrative procedures, where such damage affects more than 50% of**
 - a) your main or secondary residence,
 - b) your farming business,
 - c) your business premises if you are a business manager or are in a liberal profession.

14. Our legal assistance abroad:

14.1 You pay lawyer's expenses:

When a legal action is instituted against you, provided that the action does not relate to your professional activity and/or the use or keeping of a land motor vehicle and the allegations are not, under the legislation of the country, subject to criminal penalties, on submission of supporting documents we will reimburse you your lawyer's fees up to the limit stated in the Specific Terms and Conditions.

14.2 You need an 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 deliberate infringement of the legislation of the country,
- We will advance you the legally required amount of bail, up to the limit shown in the Specific Terms and Conditions.
 - You have 1 month from the sum being made available to reimburse us the amount; after this time, we are additionally entitled to demand expenses and interest calculated at the legal rate.
 - We reserve the right to demand that a third party stands as guarantor for the repayment within 1 month of the sum being made available by depositing at our headquarters a certified bank cheque or an acknowledgement of debt for an equivalent amount.

CHAPTER -2- The terms for applying the cover

- The cover must be taken out and registered with Mondial Assistance Europe before the start of the holiday to be insured.
- The cover applies for the duration of the services organised by the tour operator as described in your holiday booking form as well as during the journey to and from your home **subject to this journey not exceeding 48 hours**.
- However, if the total duration of the trip is greater than 2 months or if no date is planned for your return or the end of your holiday, the cover will cease automatically 2 months after the departure date or the start of the holiday mentioned on the booking form.

CHAPTER -3- Cover Exclusions

In addition to the exclusions that are common to all cover, (section 3 of the administrative provisions) the following are also excluded:

31. For all the assistance cover:

- 31.1 any expenses incurred without the prior approval of our Assistance Department,
- 31.2 pre-existing illnesses diagnosed and/or treated and/or giving rise to hospitalisation in the 6 months before the request for assistance unless it is a clear, unforeseeable complication,
- 31.3 ailments or minor injuries that can be treated at the location,

- 31.4** convalescence and unstabilised ailments being treated,
- 31.5** pregnancy and any complications after the sixth month, voluntary termination of pregnancy, childbirth, in vitro fertilisation and the consequences thereof,
- 31.6** trips undertaken for diagnosis and/or treatment,
- 31.7** sporting competitions including preparatory training sessions,
- 31.8** costs for meals, expenses not expressly mentioned as giving rise to a refund, in addition to any expenses for which you are unable to produce a receipt.

32. Also excluded from medical expenses are:

- 32.1** the costs of thermal spa treatment, heliotherapy, slimming treatments, rejuvenation cures and all kinds of "comfort" or beauty treatments, physiotherapist's costs,
- 32.2** dental expenses other than emergency treatment,
- 32.3** the costs of implants, prostheses, artificial aids and optical costs,
- 32.4** vaccination expenses,
- 32.5** preventative medicine expenses,
- 32.6** expenses incurred in the country where you live or in the country of which you are a citizen and in France,
- 32.7** expenses for contraception, the voluntary termination of pregnancy and childbirth and the consequences thereof,
- 32.8** costs incurred by an illness or unstabilised accident at the moment of departure,
- 32.9** treatment or care not resulting from a medical emergency,
- 32.10** costs incurred for artificial insemination or any infertility treatment,
- 32.11** treatment or care, the therapeutic nature of which is not recognised by French legislation,
- 32.12** treatment or care obtained by a member of the family.

CHAPTER -4- What you must do in the event of a claim

41. 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 telephoning 01 42 99 02 02
or 33 1 42 99 02 02 if you are abroad
- by faxing 01 42 99 03 00

You will be allocated a case number immediately and:

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

42. For a claim for reimbursement

- **As soon as you have called on our assistance you must notify us of the cover expenses that you have incurred in agreement with our Assistance Department for which you wish to obtain reimbursement.**
- You must produce all supporting documents necessary to justify your claim.

43. Providing transport

- When we arrange and pay for the cost of transport as part of our cover, this is by 1st class train, tourist class plane or taxi, depending on the decision taken by our Assistance Department.
- In this case, we take ownership of the original ticket(s) and you undertake to return it/them to us or to refund us with the amount you have managed to obtain as a refund from the organisation that issued this/ these tickets.
- If you did not originally have a return ticket, we reserve the right to ask you for reimbursement of the costs that you would have paid in any case for your return.

44. Scope of our assistance

- We will provide assistance within the framework of national and international laws and regulations.
- Our services are subject to obtaining the necessary authorisations from the competent authorities.
- **MONDIAL ASSISTANCE and/or Mondial Assistance Europe cannot be held liable for delays in 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 war, the consequential effects of a radioactive source or of any other act of God.**

45. Specific features of assistance actions

Important:

The assistance cover is not an indemnity but consists essentially of an offer of benefits in kind. Consequently, services which have not been requested during the trip and which have not been organised by us do not entitle you to a reimbursement or a compensatory indemnity payment.

ADMINISTRATIVE PROVISIONS

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

The policy must be taken out:

- **for the "Cancellation" cover:** on the same day as the booking or at the latest within 2 working days of the booking;
- at the latest on the day before your departure for all other items of cover,

Cover takes effect:

- **for the "Cancellation" cover:** at twelve noon on the day after the premium has been paid.

It ends at the start of your holiday;

- **for the "Assistance to persons" cover:** as soon as you have left your home (maximum of 48 hours before the date of departure shown in the Specific Terms and Conditions) and, at the earliest at 12 noon on the day after you have paid 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 stated in the Specific Terms and Conditions and, at the earliest, at 12 noon on the day after you have paid the premium.

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

The "Cancellation" cover is not combined with the other types of cover.

2. CUMULATIVE INSURANCE

If you are covered for the same items of cover with other insurance companies, you must inform us of this and provide us with their details and the extent 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 return for the payment of the indemnity and, up to the amount of this, 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 exercise this action, we can be discharged of all or part of our obligations towards you.

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

Any non-disclosure or false statement, any omission or inaccuracy in the declaration of the risk is penalised per the 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 proven:**

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 FALSE DECLARATION 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, per the conditions established by articles L 114-1 and L 114-2 of the French Insurance Code.

The time limitation period is suspended, notably by our company sending a registered letter requiring acknowledgement of receipt to the insured person in respect of legal action for payment of the premium and by the insured person sending such a letter to our company in respect of payment of the indemnity or by the appointment of an expert following 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 his/her/its 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 Court of First Instance of the policyholder's place of residence.

This appointment shall be made on a written request signed by us or by just one of us, with the other having being invited 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. TIME PERIOD FOR CLAIM SETTLEMENT

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

9. COMPLAINTS HANDLING PROCEDURE

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, Technical Department / Complaints Management
Tour Gallieni 2 – 36 avenue du Général de Gaulle - 93175 Bagnolet Cedex

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

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

10. MONDIAL ASSISTANCE'S ADDRESS

MONDIAL ASSISTANCE elects the head office of its subsidiary in France as the address for service:

Tour Gallieni 2
36 avenue du Général de Gaulle
93175 Bagnole Cedex

Any disputes raised against MONDIAL ASSISTANCE 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

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 MONDIAL ASSISTANCE is the Autorité de contrôle des assurances et des mutuelles (French insurance industry regulatory authority), 54 rue Taitbout, 75436 Paris Cedex 09.

13. PROCEDURES FOR TAKING OUT COVER

The cover must be taken out and registered with MONDIAL ASSISTANCE on the same day as the reservation or within 48 hours of the reservation of the holiday to be insured with the airline company. Nevertheless, if cover is taken out more than 48 hours after the reservation, the cancellation cover does not apply.

In accordance with order no. 2005-648 of 6 June 2005 relating to the distance selling of financial services, the policyholder has a right to cancel the policy taken out on the Internet for 14 days from the date on which it was taken out.

We repay you the insurance premium provided that the trip insured has not started and that nothing has occurred that is expected to involve our intervention.

The cancellation must be done by email to client.internet@mondial-assistance.fr providing your policy number.