EASYJET

The organiser of your trip has drawn up with

ETII

the following General and Special Terms

CONTRACT 303184

SPECIAL TERMS

Person insured: any person having booked individually a straight flight with EASYJET and having made the request on the day of booking.

1- CANCELLATION

2- BAGGAGE

3- ACCIDENTAL DAMAGE AND THEFT OF SPORTS OR LEISURE EQUIPMENT

4- REPATRIATION ASSISTANCE

5- DISCONTINUANCE OF STAY

6- DISCONTINUANCE OF SPORTS OR LEISURE ACTIVITY

7- CIVIL LIABILITY

8- DELAY IN TRANSPORT

URGENT NEED OF ASSISTANCE?
01 42 99 64 75
WANT TO CANCEL YOUR STAY?
01 42 99 64 76
NEED INFORMATION BEFORE DEPARTURE?
01 42 99 82 03 or service.conseil.client@mondial-assistance.fr

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
CANCELLATION		
Cancellation costs according to scale: as from issue of the ticket: • Following the occurrence of an event covered by the contract (except for those stipulated below)	100 % of the price of the ticket at the time of issue - per person: **1 250 €**	Absolute deductible per person and per claim: **25 €** **The absolute deductible does not apply in the case of cancellation for hospitalisation or death**
• Following an **accident or failure of your means of transport**	100 % of the price of the ticket at the time of issue - per person: **400 €**	Absolute deductible per person and per claim: **30 €**

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
BAGGAGE		
• Loss, theft of or damage to your baggage	- per item: **150 €** - per person: **1 250 €** - and per claim: **1 250 €** The total amount of the baggage guarantee, including valuables, cannot exceed **1 250 €**	None
• Specific compensation for valuables and items, other than clothing, with an individual value of over **150 €**	- per person and per claim up to **420 €**	
• Specific compensation: **- Spectacles (lenses and frames) contact lenses** **- souvenirs**	- Per person and per claim: **250 €** - Per person and per trip: **300 €**	
• Reimbursement of bare necessities in the event of a delay of more than **12 hours** in the delivery of your baggage	- Per person and per claim**: 150 €**	

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
ACCIDENTAL DAMAGE TO AND THEFT OF SPORTS OR LEISURE EQUIPMENT		
• Loss of and/or accidental damage to golfing equipment	Compensation as new (1) up to: - **280 €** per item - **1 400 €** per person and per period of insurance	None
• Refund of hire of golfing equipment in the event of a delay of more than **12 hours** in the delivery of your equipment	- **350 €** per person and per period of insurance	None

(1) except for special provisions indicated in your General Terms

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
REPATRIATION ASSISTANCE		
• Additional costs incurred for repatriation	Actual costs	None
• Additional costs for accommodation of persons accompanying the insured if repatriation is not necessary	Per day and per person: **45 €** for a maximum of 7 days	None
• Your additional cost for accommodation on the spot as well as those of the members of your family insured accompanying you until your repatriation	Per day and per person: **45 €** for a maximum of 7 days	None
• Your additional costs on the spot	Up to **40 €** per day and per person hospitalised for a maximum of 30 days	None
• Additional costs for accommodation of the person coming to the bedside of the insured in hospital	Per day and per person: **75 €**, for a maximum of 7 days	None
• Medical or hospitalisation costs abroad left for your account	Per person and per period of insurance: **150 000 €**	None
• Emergency dental costs	Per person and per period of insurance: **200 €**	None
• Costs for the repatriation of the body in the case of death	Actual costs	None
• Funeral costs required for transport	Per person and per claim: **750 €**	None
• **« Unforeseen events » assistance:** - Theft of your identity papers, credit cards, transport tickets:		
- Advance of funds abroad:	Advance of **250 €** per person insured and per period of insurance/per claim.	Absolute deductible per person and per trip insured: **50 €**
- Loss, theft of or damage to your passport:	Up to **200 €** per person insured and per period of insurance/per claim	None
- Theft of your foreign currency .	Advance of **250 €** per person insured and per period of insurance/per claim	Absolute deductible per person and per trip insured: **50 €**

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
DISCONTINUANCE OF STAY		
• **When your return ticket is not used for one of the reasons stipulated in the General Terms:** - Straight flights: unused tickets	Reimbursement of the unused ticket up to the following limit: - **50%** of the cost of the return airline ticket	Absolute deductible per person and per claim: **25 €** **The absolute deductible does not apply in the case of hospitalisation or death**

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
DISCONTINUANCE OF SPORTS OR LEISURE ACTIVITIES		
• Compensation in the event of discontinuance in the sports or leisure activity practised	Payment of compensation proportional to the green fees not used up to a limit of **420 €** per person	Absolute deductible per person and per claim: **70 €**

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
PRIVATE LIFE CIVIL LIABILITY ABROAD		
• Bodily injury and consequential immaterial damage	Up to **200 000 €** per claim	None
• Damage to property and consequently immaterial damage	Up to **45 000 €** per claim	
• All forms of damage : bodily injury, consequential immaterial damage and damage to property	Up to **200 000 €** per occurrence	

GUARANTEES	AMOUNTS AND LIMITS OF GUARANTEES	DEDUCTIBLES OR INTERVENTION THRESHOLDS
FLIGHT DELAY		
• Flight delay compared to time initially scheduled on the tickets	• Per person insured and per period of 12 hours of delay: **30 €** **or** • And without this compensation being able to exceed, per occurrence and per period of insurance: **1 500 € if the trip is abandoned after a wait of 24 hours.**	**Intervention threshold:** - A delay of more than **12 hours** in departure of airplanes.

GENERAL TERMS

- **In compliance with article 1964 of the Civil Code, the Insurance Contract is an aleatory contract, which means an agreement the effects of which, with respect to advantages and to losses for the parties, depend on an uncertain occurrence.**
- **The present contract is governed by French law and by the Insurance Code. It consists of general and special terms, and includes rights and obligations both for you and for us.**
- Its guarantees apply to all trips with a maximum duration of 30 consecutive days, sold by a travel professional.

Please read the following general terms carefully. They provide precise information concerning your rights

DEFINITIONS

For application of the guarantees described below, the terms used have the following meaning:

ACCIDENT: Any sudden and unforeseen event not linked to the victim or to the damaged object, which is the cause of the damage to property or bodily injury.

ACCOMMODATION COSTS: Additional hotel costs and telephone calls with us following a guaranteed occurrence, excluding any and all catering costs and drinks**.**

ADDITIONAL COSTS: Your additional and unforeseen costs following a hospitalisation including catering, drinks and bare necessities and excluding accommodation costs.

BARE NECESSITIES: Clothing and toiletries enabling you to overcome, temporarily, the unavailability of your personal effects.

BODILY INJURY: Any accidental bodily injury suffered by a natural person.

CHARTER FLIGHT: Any flight chartered by tourist organisation within the framework of a non regular service.

CLAIM: An occurrence which corresponds to the conditions required in the contract and likely to result in the application of one of the guarantees taken out. All the damage resulting from one and the same initial cause is considered to be one single claim.

CONSEQUENTIAL IMMATERIAL DAMAGE: Any financial prejudice resulting from the deprivation of the enjoyment of a right, from the interruption of a service rendered by a person or by movable property or real estate or from the loss of a benefit or directly caused by the occurrence of material damage to property or bodily injury.

DAMAGE TO PROPERTY: Any accidental damage to or destruction of a thing or substance, any physical injury inflicted on animals.

EUROPE: European Union and Switzerland.

FLIGHT CONFIRMATION: A formality required by the trip organiser according to the procedure defined in his sales terms to validate the purchase of the ticket and maintain the reservation of seats.

FLIGHT DELAY: The difference between the departure time announced to the passenger on his/her ticket or registration and the actual time when the aircraft pushed back, occurring outside of the possibility of changes in times available to the travel agent under his General Sales.

FUNERAL COSTS: Initial conservation and handling costs, placing in a 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.

HOSPITALISATION: Unscheduled emergency intervention of more than 24 consecutive hours that cannot be postponed.

LOCAL REPRESENTATIVE: **Mondial Assistance France**
Tour Gallieni II
36, avenue du Général de Gaulle
93 175 Bagnolet Cedex / France
The local representative handles and pays claims for the account of the Insurer

MEDICAL COSTS: Medically prescribed pharmaceutical, surgical, practitioner and hospital costs, required for the diagnosis and treatment of any pathology justifying our intervention.

PUBLIC AIR TRANSPORT: Air service for the transport of travellers making seats available to the public against payment, distributed directly through approved agencies or by the organiser of the trip having chartered the flight, the times of which, availabilities and prices are made public and resulting in the issuance of a ticket.

REGULAR FLIGHT: A scheduled flight made by a commercial aircraft the precise times and frequencies of which are in compliance with those published in the Official Airlines Guide

RESCUE COSTS: Transport costs after an accident (once you have been located), from the place where the accident occurred to the nearest hospital.

SEARCH COSTS: Cost of the operations undertaken by rescue teams or bodies, other than the persons accompanying you on your trip, undertaking such operations specifically to locate you in a place which does not have any organised rescue structures in the vicinity.

SERIOUS ACCIDENT: Any temporary or permanent damage to your physical integrity, recorded medically, involving the abandonment of any professional or other activity and having required proven medical monitoring or supervision.

SERIOUS ILLNESS: Any change in your health recorded by a competent medical authority involving the stoppage of any professional or other activity and requiring proven medical monitoring or supervision.

SOUVENIR: Any item purchased during the insured trip within the limit of 300 Euros per person and per trip insured.

STABILISATION: A statement issued by a medical authority indicating that at a given point in time there is no longer any change in the medical condition of the person concerned.

THIRD PARTY: Any natural person or legal entity with the exception of:
- the insured,
- the members of his/her family,
- the persons accompanying him/her,
- the employees of the insured, whether or not they be salaried staff, in the performance of their duties.

TRIP: Scheduled trip or stay provided by the subscriber during the period of validity of the present contract.

US (the insurer):	ETII (Elvia Travel Insurance International NV) **Poeldijkstraat 4,** **1059 VM Amsterdam,** **Netherlands**
YOU:	The person insured.

CONTRACT TERRITORY

The « Personal Assistance, Discontinuance of stay, Private civil liability abroad » guarantees apply in the country or countries visited during the trip organised by the subscriber and indicated in the trip registration bulletin.

You are, also covered during your travel in the geographic area corresponding to your country of destination.

The other guarantees of your contract apply throughout the world.

SUBSCRIPTION PROCEDURE

The guarantee must be taken out and registered with ETII on the day of booking the stay to be insured with EASYJET.

In compliance with the Order N° 2005-648 of June 6 2005 on remote marketing of financial services, the subscriber is entitled to cancel the contract subscribed by Internet within a period of 14 days as from the signing of the contract.
We refund the insurance premium provided the insured trip had not started and that no event requiring our intervention has occurred.

Cancellation must be made on Internet: www.easyjet.com by clicking on « Management of bookings » on the host page.

ADMINISTRATIVE PROVISIONS

CHAPTER 1 - Persons insured

The persons named in the special terms are insured under the present contract provided that they have their legal or fiscal place of residence in France.

CHAPTER 2 - Scope of the contract

The guarantees granted are those defined hereinabove for the sole risks for which insurance is provided in the formula set out in the special terms and for which the subscriber has paid the corresponding premium.
Children aged under 2 travelling with the person insured benefit from the guarantees of the present contract free of charge.

CHAPTER 3 - Exclusions common to all risks

Above and beyond the exclusions specific to each guarantee, the consequences of the following circumstances and events are also excluded from all our guarantees:

31. **Civil or foreign war, riots, demonstrations, terrorist acts. Our assistance guarantee, however, applies should you be caught in such events abroad, during the 14 days following the beginning of such events;**

32. **Strikes, taking of hostages, handling of weapons.**

33. **Your voluntary participation is wagers, crimes or brawls, except in the case of legitimate defence;**

34. **Any and all effects of nuclear origin or caused by any source of ionising radiation;**

35. **Your intentional acts and intentional faults, including suicide and suicide attempts;**

36. **Your consumption of alcohol, drugs or any other narcotic mentioned in the Public Health Code, not covered by a doctor's prescription;**

37. **Witting failure to comply with official prohibitions, as well as failure to observe acknowledged safety rules, linked to participation in any sport;**

38. **Your participation in any sport as a professional or subject to a contract with remuneration;**

39. **Claim situations arising outside of the guaranteed countries mentioned in the special terms, or beyond the period of validity of the present contract;**

310. **Claim situations arising during services which are not provided by the underwriter;**

311. **Events occurring between the date of booking of your trip and the date on which the present contract was taken out, as well as the consequences thereof.**

CHAPTER 4 – Geographic scope of the contract

The guarantee applies in the country or countries visited during the trip organised by the subscriber as mentioned in the trip registration form.

CHAPTER 5 – Applicable law and place of subscription

Subscriptions made in the virtual space determined by the Web pages of the site of the subscriber are considered to be in France in accordance with Article L 310-4 4° of the French Insurance Code, without prejudice to the protection granted to consumers by the law of the country in which the subscriber has his usual place of residence.

CHAPTER 6 - Case of multiple insurance

In compliance with article L 121-4 of the Insurance Code, you must inform us of any other insurance you may have taken out for the same risk.
In the event of a claim situation, you may send your claim to the insurance company of your choice.

CHAPTER 7 – Subrogation in your rights and suits

In compensation for the payment of compensation and up to the amount of the same, we become the holder of the rights and actions you held against any party having caused the claim situation, in compliance with article L 121-12 of the Insurance Code.
If we cannot undertake such action owing to behaviour on your part, we may be released from all or part of our obligations with respect to you.

CHAPTER 8 - Your declarations upon subscription of the contract

Any reticence or untruthful declaration, any omission or incorrectness in the declaration of the risk will be punished in compliance with the provisions of articles L 113-8 and L 113-9 of the Insurance Code:

- **in the event of bad faith on your part:** by annulment of your contract,
- **should bad faith on your part not be established:** by a reduction of the compensation in the same proportion as the premium actually paid compares with the premium that would have been owed if the risk had been completely and precisely declared.

CHAPTER 9 – Your declarations at the time of a claim

Any fraud, reticence or intentionally untruthful declaration on your part with a view to misleading us as to the circumstances or consequences of an occurrence will result in the loss of any rights to compensation or damages for the said occurrence.

CHAPTER 10 – Time limitation

- Any proceedings arising from the present contract will be affected by the statute of limitations after a period of two years as from the date of the occurrence giving rise thereto, in compliance with the terms of articles L 114-1 and L 114-2 of the Insurance Code.

- The limitation period is broken in particular should you send a registered letter with acknowledgement of receipt to our head office concerning the payment of compensation, or should surveyors be appointed following an occurrence.

CHAPTER 11 – Assessment of damage

- The causes and consequences of the occurrence are assessed by mutual agreement or failing that by the performance of an amicable survey, subject to the respective rights of the parties.

- Each of the parties appoints a surveyor. Should the surveyors thus appointed fail to come to an agreement, they will be joined by a third surveyor: the three surveyors work together and on a majority-vote basis. Should either party fail to appoint a surveyor, or should the two surveyors fail to agree on the choice of the third surveyor, the surveyors are appointed by the President of the County Court of the place of residence of the policy-holder.
  The appointment is made following a simple request signed by both parties or by one of them only, the other having been summoned by registered letter.

- Each party will cover the expenses and fees of its surveyor, and, if required, half of the fees of the third surveyor.

CHAPTER 12 – Period for settlement of claims

Once your file is complete, your compensation is paid within the 10 days following the agreement reached between us or the enforceable legal decision.

CHAPTER 13 – Procedure for processing claims

In the event of any difficulties, start by contacting your usual agent.
If you are not satisfied with his answer, you can send your claim to:

Mondial Assistance
Technical Division / Claims Management
Tour Gallieni II – 36, avenue du Général de Gaulle
93 175 Bagnolet Cedex / France

If the disagreement continues after the answer from our company, you can ask for the opinion of the Ombudsman. Conditions for contacting the Ombudsman will be given on request at the address above.

CHAPTER 14 – Data Protection Act

By application of the law 78-17 of January 6, 1978, you can have access to and correct any such information concerning you as may be found in the computer files used by Mondial Assistance and ETII.

That right can be exercised with: **Mondial Assistance**
Technical Division
Tour Gallieni II – 36, avenue du Général de Gaulle
93 175 Bagnolet Cedex / France

CHAPTER 16 – Mondial Assistance's address

We elect address for service at the head office of our French branch:

Tour Gallieni II – 36, avenue du Général de Gaulle
93 175 Bagnolet Cedex / France

Any disputes which may arise against us within the framework of the present contract will be referred only to the French courts entertaining jurisdiction, and any writs or notices served are to be sent to the address indicated hereinabove.

CANCELLATION

CHAPTER 1 – Our guarantee

11 - Purpose of the cancellation guarantee

When you cancel your trip, the trip organiser charges you **all or part of the price of the cancelled services, referred to as cancellation costs**.
Our guarantee consists of reimbursing all the cancellation costs contractually left for your account **when you cancel your trip prior to departure, for a reason covered by the guarantee.**
With respect to rental, our guarantee is granted provided that the rented premises are entirely free of occupation.

N.B.:
All the tourism services covered by the present contract, whether they be complementary or successive, constitute one and the same trip, for which a single departure date is taken into consideration, namely that indicated by the trip organiser as the date on which the insured services start.

12 Occurrences giving entitlement to the guarantees

We provide cover when you are obliged to cancel your trip for any one of the following reasons:

12.1 Serious illness, serious bodily injury including the consequences, sequelae, complications or worsening of an illness or accident known prior to the booking of your trip, or the decease of:
a) You, your spouse in law or in fact, your forbears or descendants,
b) Your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
c) a person registered at the same time as you and insured under the present contract.
The onus is on you to establish the actual existence of the situation entitling you to our insurance cover. We therefore reserve the right to reject your application, upon the advice of our doctors, should the information provided not prove the existence of the situation.

12.2 Serious damage to property following a burglary, a fire, water damage or weather conditions, imperatively requiring your presence on the spot on the scheduled date of departure, for the implementation of the protective measures and administrative steps required, causing damage to **over 50%**
a) of your main residence or holiday home,
b) your farm
c) of your professional premises **if you are a company director or self-employed**.

12.3 Your redundancy or that of your spouse, provided that the procedure had not been started on the date of subscribing the present contract.

12.4 An accident or failure of your means of transport occurring during the journey to the airport resulting in a delay of more than 2 hours and causing you to !miss the flight booked for your departure, provided you had made arrangements to arrive at the airport at least two hours before the closing time for boarding.

12.5 Cancellation for a guaranteed reason by one or several of the people registered at the same time as yourself and insured under the present contract should because of their default you have to travel alone.

CHAPTER 2 – Amount of the guarantee

21. The compensation paid by virtue of the present contract can under no circumstances exceed the amount of the expenses invoiced by the trip organiser applying the contractual rate(s) and limited to the ceiling specified in the specific conditions.

22. We will refund the amount of the cancellation costs invoiced by the trip organiser applying the contract rate indicated in his general sales terms; **however, we will limit our cover to the amount of the expenses which would have been invoiced to you applying the said rate if you had informed the trip organiser within 48 hours following the occurrence of the event entitling you to our cover. Administrative costs, tips and visa costs, as well as the premium paid as a counterpart to the present contract cannot be refunded.**

23. **We refund the amount of the green fees paid prior to your departure** for rounds not played during the dates of your trip **up to a limit of 420 € per person with the application of an absolute deductible of 70 € per person and per claim.**

CHAPTER 3 – Terms of application of the guarantee

31. The insurance cover must be taken out and recorded with ETII as of the date of the booking of the stay to be insured when the trip is purchased from EASYJET or within the 48 hours following the booking.

32. The guarantee shall apply as from the 1st day of application of the cancellation cost rates, and shall cease to apply as soon as the first insured service to be provided by the tour operator begins.

33. **The cancellation guarantee cannot be applied along with other guarantees taken out by virtue of the present contract.**

CHAPTER 4 – Guarantee exclusions

Above and beyond the exclusions common to all the guarantees (chapter 3 of the administrative provisions), the following are also excluded:

41. **pregnancy, including its complications after the 28th week and in all cases voluntary termination of pregnancy, giving birth, in-vitro fertilization,**

42. **forgetting vaccination,**

43. **any medical occurrence the diagnosis, symptoms or cause of which are of a mental, psychological or psychiatric nature, not having entailed hospitalisation for more than 3 consecutive days at a date subsequent to that of taking out the present contract,**

44. **accidents resulting from your participation, as an amateur and at any level, of mechanical sports (car, motorbike, any motor vehicle) or air sports,**

45. **epidemics, pollution, natural disasters subject to the procedure stipulated in French Act 82-600 of July 13, 1982, as well as the consequences thereof,**

46. **the consequences of criminal law proceedings instituted against you.**

CHAPTER 5 – What to do in the event of a claim

51. You must inform your trip organiser of your withdrawal by the quickest possible means (fax, telegram, declaration to the agency) as soon as any guaranteed event preventing you from undertaking the trip arises, or within 48 hours at the latest.

N.B.
If you are late in advising your trip organiser of your intention to cancel, we take for our account only the cancellation costs contractually payable as of the date of the occurrence of the date entitling you to the guarantee and you will be your own insurer for the difference.

52. You must inform us of the occurrence within five working days following your knowledge thereof, except in the event of an accident or of force majeure:

Contact us by telephone by dialling
the 01 42 99 64 76
from Monday to Friday, from 8:30 am until 18:00 pm

- **or by email to the following address :**
  reglement.assurance@mondial-assistance.fr
- **or by fax at 01 42 99 03 25**
- **or by Internet, via the following web site :**
  https://declaration-sinistre.mondial-assistance.fr/

You will be given all the information required to file your claim.
Within a very short period of time, you will receive a claim file, which you must complete and return to us, enclosing any document which may be asked for in proof of the reason for your cancellation and to assess the amount of your prejudice (trip registration form, invoice of cancellation costs, tickets, green fees, etc.).
Moreover, if the reason for your withdrawal is an illness or an injury, you must provide our consultant doctor with all the information or documents required to evaluate the merits of your claim.

BAGGAGE

CHAPTER 1 – Our guarantee

11. Our guarantee applies in cases of:

11.1 - theft,
- total or partial destruction,
- loss during transportation by a transport company, of luggage, personal belongings and objects taken with you or purchased during your trip, other than the valuables described hereinafter.

Should objects transported in a vehicle be stolen, our guarantee will apply if such objects are hidden from view in the boot of a non-convertible car, completely locked, with the windows completely closed, and if such objects are stolen by breaking and entering between 7:00 am and 10:00 pm, local time. The onus is on you to provide proof of the time of the theft.

11.2 Furthermore, in the event of a delay of more than 24 hours in the delivery of your luggage to where you are staying, we reimburse you, upon presentation of documentary evidence and within the limit of the ceiling set in the special terms, the costs incurred for the purchase of items of bare necessity.

12. Case of valuables

12.1 - The following are considered to be valuables, for the purposes of the contract:
a) jewellery, objects crafted from precious metals, gems, pearls, watches, furs, hunting rifles,
b) photographic, cinematographic, computer, cell phone, recording or sound and picture reproduction equipment, as well as any accessories thereof,
c) objects, other than items of clothing, the value of which is above that set out in the special terms.

12.2– Our guarantee applies to valuables only in the following circumstances:
a) in the event of theft, and only when you are wearing or carrying such objects, using such objects, of when such objects have been left in an individual locker or deposited in the hotel safe,
b) in the event of serious bodily injury of the insured, for damage to photographic or cinematographic equipment.

CHAPTER 2 – Assessment and compensation of damages

21. Guarantee amount

21.1 The guarantee is granted up to a limit of the ceiling per insured person, and up to the maximum amount per insured rental, as set out in the special terms for all the occurrences arising during the insured period.

21.2 The compensation paid in the event of late delivery of luggage is capped by a specific ceiling figure given in the special terms which cannot be added to the compensation applicable in the case of theft, destruction of loss of luggage. In the event of concomitant application of the two guarantees covering one and the same event, the compensation paid for late delivery of luggage is deducted from the sums remaining due under the guarantee for the theft, destruction or loss of luggage.

21.3 The maximum compensation amount for all the valuables indicated hereinabove cannot exceed 50% of the guarantee amount set in the special terms.

22. <u>Calculation of the compensation</u>

22.1 Compensation is calculated on the basis of the replacement value of objects of the same kind, minus a deduction for wear and tear, and limited to the amount set in the special terms.

22.2 For each claim occurrence, a straight deductible per person insured, indicated in the special terms, will be left to your account.

22.3 Compensation cannot exceed the amount of the prejudice sustained, or take consequential damages into account.

22.4 We waive the application of the proportional capital rule provided for in article L 121-5 of the Insurance Code.

CHAPTER 3 – Case of lost or stolen objects found

You must inform us by registered letter as soon as you are informed that objects have been found.

- If we have not yet paid you, you must take the objects back, and should the said guarantee apply, we will then be bound only to pay for any deterioration or missing objects.
- If we have already paid you, you may opt either for relinquishment of the objects, or for taking them back and refunding the compensation paid, minus the amount corresponding to any deterioration or missing objects.
- If you have not asked for the objects to be returned within a period of 15 days following the day on which you were informed that the said objects had been found, however, we will consider that you have opted for relinquishment.

CHAPTER 4 – Terms of application of the guarantee

* The guarantee must be taken out and registered with ETII before the start of the trip to be insured.
* The guarantee applies for the duration of the services organised by the tour operator, as described in your trip registration form, as well as during the route to and from your place of residence, provided that the said route time does not exceed 48 hours.
* Should the total duration of the trip be longer than 30 days, however, or should no date be scheduled for your return or for the end of your trip, the guarantee will end, ipso jure, 30 days after the date of departure or the beginning of the trip as indicated in the trip registration form.

CHAPTER 5 – Guarantee exclusions

Above and beyond the exclusions common to all the guarantees (chapter 3 of the administrative provisions), the following are also excluded:

51. <u>The following circumstances:</u>

51.1 Theft, destruction or loss:
- **following a decision by the administrative authorities entertaining jurisdiction, or forbidden transportation of certain objects,**
- **having occurred during moves,**

51.2 Theft committed by your staff during the performance of their duties,

51.3 Theft committed without breaking and entering or using a skeleton key,

51.4 Theft of objects committed in a place which is not private, and which does not benefit from constant supervision,

51.5 Destruction resulting from a flaw in the object insured, its normal wear and tear or from the spilling of liquids, fatty, colouring or corroding substances in the insured luggage,

51.6 Destruction of fragile objects, in particular pottery or glass, porcelain and marble objects,

51.7 Objects lost, forgotten or misplaced by you or by persons accompanying you,

51.8 Deterioration resulting from scratches, scraping, tearing or stains,

51.9 Damage due to smoking accidents,

5.10 Theft in campsites.

52. <u>The following items:</u>

52.1 Identity documents, credit cards, magnetic cards, transport tickets, cash, securities, keys,

52.2 Alpine, cross-country or nautical skiing equipment (skis, mono-skis, windsurf boards, wake boards, sticks, shoes; etc.);

52.3 Wind surf boards surf boards, diving bottles, bicycles, paragliding equipment, parachutes, flying wings, boats,

52.4 Professional equipment, representative's collections, goods,

52.5 Musical instruments, artwork or crafted items, antiques, religious objects, collector's items,

52.6 Spectacles (glass and frames), contact lenses, prostheses and appliances of any type, except if such objects are destroyed or damaged during serious bodily injury sustained by the insured,

52.7 Automobile accessories, objects furnishing caravans, camping-cars or boats,

52.8 Perishable goods, wines and spirits,

52.9 Video games and accessories,

52.10 Medical equipment, prostheses and medicine,

52.11 Clothing and accessories worn by you,

52.12 Animals.

CHAPTER 6 – What to do in the event of a claim

You must:

- **In the event of theft:** file a complaint within 48 hours with the police station closest to the place of theft.
- **In the event of total or partial destruction:** have the damage duly recorded, in writing, by the authorities entertaining jurisdiction or by the person having caused the damage; failing that, by a witness.
- **In the event of partial or total destruction by a transport company:** imperatively have a damage report drawn up by the company staff qualified to do so.

And in all cases:

- **Take any and all steps** required to limit the consequences of the occurrence,
- **Inform us of the occurrence by registered letter within five working days** following the date on which you became aware thereof, except in the event of an accident or of force majeure; the above deadline is reduced to **48 hours in the event of theft**.

Contact us by telephone by dialling
the 01 42 99 64 76
from Monday to Friday, from 8:30 am until 18:00 pm

- **or by email to the following address :**
  reglement.assurance@mondial-assistance.fr
- **or by fax at 01 42 99 03 25**
- **or by Internet, via the following web site :**
  https://declaration-sinistre.mondial-assistance.fr/

Upon failure to observe these declaration deadlines, should ETII sustain any prejudice due to your late declaration, you will lose any and all rights to compensation.

- **Prepare a file**, and send Mondial Assistance any and all documents that may serve as grounds for your claim:
  - The insurance contract or a photocopy thereof,
  - The receipt of the complaint filed,
  - The damage or loss report,
  - Original purchase invoices,
  - Repair or reworking invoices,
  - Evidence of breaking and entering into the vehicle,
  - A recent estimate drafted by a professional,
  - Photographs (for valuables),

  as well as any other document deemed necessary for the handling of your claim.

ACCIDENTAL DAMAGE TO AND THEFT OR SPORTS OR LEISURE EQUIPMENT

1. SCOPE OF THE GUARANTEE

We cover, up to the amount shown in the amounts of guarantees and deductibles, the accidental loss of or damage to:

- belongings (specific equipment and clothing), exclusively intended for golfing,

which belong or are rented to you and which are outside of the premises occupied by you as your main residence or holiday home and your place of stay (hotel, rented accommodation, camp site), as a result of :

- a fire, explosion or implosion the origin of which is not related to the above belongings and equipment,
- a lightning strike,
- water damage,
- theft,
- a climatic event including events declared as natural catastrophes,
- immersion,
- accidental breakage,
- delay in delivery. In this case, we refund the hire of the golfing equipment necessary within the limits specified in the special terms.

2. AMOUNT OF THE GUARANTEE

Your golfing equipment is guaranteed for its value as new, i.e. for a value equal to that of the replacement of the equipment as of the date of the occurrence by current items of equal capacity subject to the following provisions:

- we apply a reduction to the value of your sports or leisure equipment when the level of wear and tear exceeds 235%. The reduction is estimated by mutual agreement or by an expert;
- for clothing, motorised appliances or all kinds, electrical and electronic appliances:
    - we calculate the amount of the compensation on the basis of the bill for repair or replacement,
    - and we deduct from that amount a sum for wear and tear estimated as a lump sum basis on the value of the equipment, replaced or repaired, at 1% per month, of 12% per year, with a maximum of 80%.

For each claim, a deductible, the amount of which is shown in the table of guarantee and deductible amounts, remains for your account.

3. WHAT TO DO IF YOU FIND STOLEN ITEMS

If you find stolen items, **you must inform us by registered letter as soon as you are informed**:

- **If we have not yet paid you**, you must take the items back, and should the said guarantee apply, we will then be bound only to pay for any deterioration or missing items.

- **If we have already paid you**, you may opt either for relinquishment of the objects, or for taking them back and refunding the compensation paid, minus the amount corresponding to any deterioration or missing items.

- If you have not asked for the items to be returned within a period of 15 days following the day on which you were informed that the said items had been found, however, we will consider that you have opted for relinquishment.

4. GUARANTEE EXCLUSIONS

In addition to the exclusions common to all our guarantees, the following are also excluded:

4.1. damage resulting from an earthquake, volcanic eruption, tidal wave or other cataclysm, flooding, unless such events are declared to be a natural catastrophe by a ministerial decree;

4.2. consequences from use failing to comply with the instructions of the manufacturer;

4.3. damage caused to insured equipment during its repair, maintenance or reconditioning;

4.4. damage resulting from an inherent defect of the insured equipment or from its normal use;

4.5. damage resulting from your deliberate negligence;

4.6. deterioration resulting from scratches, scraping, tears or stains;

4.7. thefts committed by the insured persons or by members of your family (forbears, descendants, spouse) or committed with their complicity ;

4.8. damage resulting for the loss or forgetting of equipment;

4.9. damage due to accidents caused by smokers;

4.10. overland motorised vehicles and their accessories, caravans and trailers;

4.11. sail or motorised pleasure boats including jet skis;

4.12. packs, boxes, bags or covers enclosing the sports or leisure equipment;

4.13. mobile telephones;

4.14. spectacles (lenses and frames), contact lenses, prostheses and medical appliances of all kinds;

4.15. computer equipment.

5. WHAT TO DO IN THE EVENT OF A CLAIM

You must:

- **In the event of theft:** file a complaint within 48 hours with the police station closest to the place of theft.
- **In the event of total or partial destruction:** have the damage duly recorded, in writing, by the authorities entertaining jurisdiction or by the person having caused the damage; failing that, by a witness.
- **In the event of partial or total destruction by a transport company:** imperatively have a damage report drawn up by the company staff qualified to do so.

And in all cases:

- **Take any and all steps** required to limit the consequences of the occurrence,
- **Inform us of the occurrence by registered letter within five working days** following the date on which you became aware thereof, except in the event of an accident or of force majeure; the above deadline is reduced to **48 hours in the event of theft**.

Upon failure to observe these declaration deadlines, should we sustain any prejudice due to your late declaration, you will lose any and all rights to compensation.

- **Contact us:**

Contact us by telephone by dialling
the 01 42 99 64 76
from Monday to Friday, from 8:30 am until 18:00 pm

- **or by email to the following address :**
  reglement.assurance@mondial-assistance.fr
- **or by fax at 01 42 99 03 25**
- **or by Internet, via the following web site :**
  https://declaration-sinistre.mondial-assistance.fr/

We will send you the information required to prepare your file and you must send us the documents in support of your claim and in particular:

- the insurance contract or a photocopy thereof,
- the receipt of the filing of your complaint,
- the damage report,
- the original invoices of purchase, repair or reconditioning,
- the guarantee slips.

REPATRIATION ASSISTANCE

CHAPTER 1 – Our assistance services

When you call on us for assistance, you accept that the decisions pertaining to the nature, appropriateness and organisation of the steps to be taken lie exclusively with our assistance department.

11. Our medical assistance

Decisions are made taking only your medical interests into account.

Our doctors will contact the medical facilities on the spot, and, if necessary, your usual general practitioner, in order to collect all the information allowing them to make the decisions best suited to your state of health.

You accept that your repatriation be decided and managed by medical staff holding a legally recognised degree in the country in which the said medical staff has its usual place of business.

Should you refuse to comply with the decisions made by our medical department, you release Mondial Assistance and/or ETII from any liability with respect to the consequences of your initiative, and will lose any and all rights to compensation and damages from us.

We cannot under any circumstances replace local emergency rescue bodies, or cover the costs thus incurred.

11.1 Your state of health requires repatriation:

11.1.1 We organise and cover your repatriation to your home in France or to the hospital closest to your home, and/or to the hospital best equipped to provide the care your condition requires.

11.1.2 At your request, we can subsequently organise your return to your home in France, as soon as your condition allows.

11.1.3 We reimburse, upon presentation of the documentary evidence and up to the ceiling as set in the special terms, your accommodation costs and those incurred by the members of your family accompany you, **as from the date of your immobilisation until your repatriation to your home in France.**

11.1.4 We cover the additional transport costs for your insured family members accompanying you, **insofar as the means initially planned for their return to France can no longer be used owing to the repatriation**.

11.2 Your state of health does not require repatriation:

11.2.1 We reimburse, upon presentation of the documentary evidence and up to the ceiling as set in the special terms, your additional costs of accommodation and those incurred by your insured family members under the present contract accompanying you.

11.3 You are hospitalised on the spot:

11.3.1 If you are hospitalised for more than 7 days, or 48 hours if you are underage or disabled and no adult member of your family was accompanying you during

your stay, we cover the return ticket for a member of your family having stayed behind in **France** to come to the hospital.

11.3.2 We reimburse, upon presentation of the documentary evidence and up to the ceiling as set in the special terms, the accommodation costs incurred by that person **up to the day of your repatriation.**

11.3.3 We reimburse, upon presentation of the documentary evidence and up to the ceiling as set in the special terms, **your additional costs** on the spot.

11.4 You incur medical or hospitalisation costs on the spot upon medical prescription outside of a country where you live and outside of France:

- We will refund the expenses left to your account once social security and provident funds have covered their share of refunds, within the limit of the ceiling and after deduction of the straight deductible as set out in the special terms.

- We will refund emergency dental costs left to your account once social security and provident funds have covered their share of the expense, up to the limit of the ceiling and after deduction of the straight deductible as set out in the special terms.

- Should you be hospitalised in a hospital with which we have a payment agreement, we can advance hospital costs by direct payment to the hospital. You then undertake to refund the advance payment within a period of 1 month following your date of return from the trip. Should you fail to do so, we will be entitled to claim legal interest and expenses, above and beyond the advance amount.
  We reserve the right to require that a third party first guarantee a refund within 1 month as from the date of availability of the amounts, by lodging a certified bank cheque or an IOU corresponding to the said amount with our head office.

- **Your right to reimbursement from us ends on the day when our medical department considers that your repatriation can be undertaken.**
  In any event, you undertake to file your reimbursement claim with the provident funds with which you are registered.

12. Our assistance in the case of death:

In the event of the death of any insured person, we organise and cover:

- Transportation costs for the body from the time it is placed in the coffin to its place of burial in France,
- Funeral costs, up to the ceiling set in the special terms,
- Additional transport costs for the **family members insured by virtue of the present contract accompanying the deceased**, insofar as the means initially planned for their return to France can no longer be used owing to the said repatriation.

13. « Unforeseen events » assistance

- **Theft of your identity papers, credit cards, tickets**

  If your identity documents, credit cards and/or travel tickets are stolen:

  - we can give you advice as to the steps to be taken;

  - we can contact financial institutions with a view to stopping payment, insofar as you fax us a written proxy to do so;

  - if you no longer have any means of payment:

    - either we grant your an advance of money to an amount not exceeding the ceiling shown in the table of the guarantee and deductible amounts,

- or we organise your return or the continuation of your trip, **all costs incurred being for your account.**

In that case, you benefit from a period of three months, as from the date on which the funds were made available, to refund the said advance or the costs incurred by us on your behalf.

Upon the expiry of that period, we shall be entitled to claim in addition the legal costs and interest.

- **Loss, theft of or damage to your passport**

If your passport is stolen:

- we can give you advice as to the steps to be taken;
- we can contact financial institutions with a view to stopping payment, insofar as you fax us a written proxy to do so;
- we cover the additional transport and accommodation costs and the necessary administrative costs for obtaining a temporary passport essential for your return to France within the limits of the table of the amounts of guarantees and deductibles;
- we cover the costs for the replacement of your passport.

- **Theft of your foreign currency**

In the event of theft of your foreign currency within the 72 hours preceding the start of your trip or in the course of your trip:

- we refund the amount stolen up to the limit shown in the table of the amounts of guarantees and deductibles.

CHAPTER 2 – Terms of application of the guarantee

* The guarantee must be taken out and registered with ETII before the start of the trip to be insured.
* The guarantee applies for the duration of the services organised by the tour operator, as described in your trip registration form, as well as during the route to and from your place of residence, **provided that the said route time does not exceed 48 hours.**
* Should the total duration of the trip be longer than 30 days, however, or should no date be scheduled for your return or for the end of your trip, the guarantee will end, ipso jure, 30 days after the date of departure or the beginning of the trip as indicated in the trip registration form.

CHAPTER 3 – Guarantee exclusions

Above and beyond the exclusions common to all the guarantees (Chapter 3 of the administrative provisions), the following are also excluded:

13 For all the assistance guarantees:

13.1 any and all costs incurred without the prior approval of our assistance department,

13.2 previously existing illnesses diagnosed and/or treated and/or having given rise to hospitalisation within the 6 months prior to the assistance claim, unless the claim relates to a clear, unforeseeable complication,

13.3 harmless ailments or lesions which can be treated on the spot,

13.4 convalescence and treated ailments which are not stabilised,

13.5 pregnancy and any complications thereof after the sixth month, voluntary termination of pregnancy, giving birth, in vitro fertilization and the consequences thereof,

13.6 Trips undertaken with a diagnosis and/or treatment objective,

13.7 Sports competitions as well as preparatory training,

13.8 Catering costs, costs not explicitly indicated as giving rise to reimbursement, as well as any expense for which you are not able to provide documentary evidence.

14. With respect to medical expenses, the following are also excluded:

14.1 Spa therapy, heliotherapy, slimming, rejuvenation and any "well-being" or aesthetic treatment, physical therapy expenses,

14.2 Dental costs, other than emergency treatment,

14.3 Implant, prosthesis, fitting and optical costs,

14.4 Vaccination costs,

14.5 Preventive medicine costs,

14.6 Expenses incurred in your country of residence or of citizenship,

14.7 Contraception, voluntary termination of pregnancy and giving birth, as well as the consequences thereof,

14.8 Expenses incurred for an illness or accident which was not stabilised at the time of departure,

14.9 Care or treatment not brought about by a medical emergency,

14.10 Expenses incurred for artificial insemination or any sterility treatment,

14.11 Care or treatment the therapeutic nature of which is not recognised by French law,

14.12 Care or treatment provided by a family member.

CHAPTER 4 – What to do in the event of a claim

41 <u>For any request for assistance</u>

You must contact us, or have a third party contact us, as soon as your situation leads you to presume that you will require an early return or expenses falling within the scope of our guarantee.

Our assistance department is at your disposal around the clock, 7 days a week.

- By telephone on 01 42 99 64 75
  or 33 1 42 99 64 75 if you are calling from abroad
- By fax on 01 42 99 03 00

You will immediately be given a file number, and:
- You will be asked to specify your contract number,
- You will be asked to provide an address and telephone number where you can be contacted, as well as the contact information for the people taking care of you,
- You must allow our doctors to have access to any and all medical information concerning you or the person for whom our intervention is required.

42. For any request for reimbursement

- **As soon as you call upon us for assistance, you will be required to inform us of the covered expenses that you have incurred with the approval of our assistance department for which you wish to obtain reimbursement.**

- You will be asked to submit all the documents serving as grounds for your claim.

43. Cover of transport costs

- When we organise and cover transportation falling within the scope of our guarantees, such transport will be undertaken by train, 1st class, by air, economy class, or by taxi, depending on the decision of our assistance department.

- Should this occur, we become the owner of the initial ticket(s) and you undertake to return it/them to us or to refund the amount reimbursed to you by the body having issued the said transportation ticket(s).

- Should you not have a return ticket initially, we reserve the right to require the reimbursement of the costs that you would have incurred in any event for your return.

44. Framework of our interventions

- Our interventions are undertaken within the framework of national and international laws and regulations.
- Our services are provided subject to obtaining the required permission from the authorities entertaining jurisdiction.
  Mondial Assistance and/or ETII cannot be held liable for delayed performance or failure to provide the services agreed upon in the event of force majeure or occurrences such as strikes, riots, demonstrations, restrictions on free circulation, sabotage, terrorism, civil or foreign war, consequences of the effects of a source of radioactivity or any other accidental event.

45. Specificity of assistance interventions

N.B.
The assistance guarantee is not provided as compensation, but essentially as an offer of services in kind. Consequently, services which were not requested during the trip or which were not organised by us do not entitle you to reimbursement or to compensatory damages.

DISCONTINUANCE OF STAY

1. SCOPE OF THE GUARANTEE

Within the limits shown in the table of the guarantee and deductible amounts, we guarantee the payment of compensation when your stay is broken or when your return ticket has not been used for any of the following reasons:

- your medical repatriation, organised by us or by another assistance company.
- your hospitalisation on the spot,

* **Serious illness, serious bodily injury including the consequences, sequelae, complications or worsening of an illness or accident known prior to the booking of your trip, or the decease of:**

a) you, your spouse in law or in fact, your forbears or descendants,
b) your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
c) a person registered at the same time as you and insured under the present contract.

The onus is on you to establish the actual existence of the situation entitling you to our insurance cover. We therefore reserve the right to reject your application, upon the advice of our doctors, should the information provided not prove the existence of the situation.

* **Serious damage to property** following a burglary, a fire, water damage or weather conditions, imperatively requiring your presence on the spot on the scheduled date of departure, for the implementation of the protective measures and administrative steps required, causing damage to **over 50%**

a) of your main residence or holiday home,
b) your farm
c) of your professional premises **if you are a company director or self-employed**

2. AMOUNT OF THE GUARANTEE

The compensation is proportional to the number of trip days not used and to the number of people having effectively left the place of stay.

The compensation is calculated as from the day following the day of occurrence of the event (medical repatriation, early return, hospitalisation on the spot).

Administrative, visa and insurance costs, tips and the refunds or compensations paid by the travel organisation are deducted from this compensation.

The compensation is calculated on the basis of the cost of the unused tickets up to the limit shown in the table of the amounts of guarantees and deductibles. When your initial airline ticket is used for your repatriation, we provide compensation within the limits provided for straight flights.

The compensation paid for straight flights cannot be added to the compensation for hotel stays and rentals.

3. GUARANTEE EXCLUSIONS

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

3.1. Epidemics, local health situation, pollution, weather or climatic events;

3.2. natural catastrophes occurring abroad essentially caused by the abnormal intensity of a natural agent and catastrophes under the procedure according to the Law N° 82-600 of July 13, 1982.

4. WHAT TO DO IN THE EVENT OF A CLAIM

When you call upon our assistance and we agree to enable you to benefit from your “Discontinuance of Stay” guarantee, you must send you claim for reimbursement of the services not used as a result of that discontinuance:

By telephone on N° 01 42 99 08 83 From Monday to Friday, from 9h to 17h30

We shall send you the necessary information for you to declare your claim and you must provide us with all the documents and information needed to prove your claim and the assessment of the amount of your prejudice, and in particular:

- the travel registration slip
- the invoices from the organiser
- any other proof requested by us.

DISCONTINUANCE OF LEISURE OR SPORTS ACTIVITY

1. SCOPE OF THE GUARANTEE

Within the limits shown in the table of the guarantee and deductible amounts, we guarantee the payment of compensation when you are force to discontinue the golfing activity insured under the present contract for any of the following reasons:

- your medical repatriation, organised by us or by another assistance company,
- your temporary disability preventing you from playing golf.

2. AMOUNT AND PROCEDURE OF COMPENSATION

Compensation is proportional to the number of sports or leisure days not used within the package.

It runs as from the day following the total stoppage of the activities guaranteed.

It is calculated on the basis of the total price per person for the activity package up to the ceiling shown in the table of the amounts of guarantees and deductibles.

Administrative and insurance costs, tips and the refunds or compensations paid by the travel organisation from which you purchased your activity package are deducted from this compensation.

3. WHAT TO DO IN THE EVENT OF A CLAIM

When you call upon our assistance and we agree to enable you to benefit from your “Discontinuance of Sports or Leisure Activities” guarantee, you must send you claim for reimbursement of the services not used as a result of that discontinuance:

By telephone on N° 01 42 99 08 83 From Monday to Friday, from 9h to 17h30

We shall send you the necessary information for you to declare your claim and you must provide us with all the documents and information needed to prove your claim and the assessment of the amount of your prejudice, and in particular:

- the travel registration slip
- the invoices from the organiser
- any other proof requested by us.

PRIVATE LIFE CIVIL LIABILITY ABROAD

1. SCOPE OF THE GUARANTEE

For trips not exceeding one month, we guarantee the financial consequences of any civil liability incurred by you under the application of the legislation or case law of the country in which you are, resulting from:

- bodily injuries,
- damage to property
- consequential immaterial damage resulting from guaranteed bodily injuries or damage to property,

following an accident in the course of your private life and affecting a third party:

- caused by you,
- caused by people for whom you are responsible,
- caused by objects or animals in your charge.

2. SUBSIDIARITY OF THE GUARANTEE

You benefit from the guarantee for your travel outside of France and only in those countries where you do not benefit from any other civil liability insurance taken out elsewhere.

3. AMOUNTS OF THE GUARANTEE

The guarantees are granted up to the limit of the ceilings shown in the table of the guarantee and deductible amounts, it being understood that:

- the limit per event shown in the table of the guarantee and deductible amounts is the maximum amount guaranteed for one and the same event, inclusive of all forms of bodily injury, damage to property and direct consequential damages,
- in all cases, a deductible per claim, the amount of which is shown in the table of the guarantee and deductible, remains for your account.

4. GUARANTEE EXCLUSIONS

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

4.1. the consequences of damage caused to members of your family, your agents, whether or not they are salaried, in the exercise of their functions or any other person listed as insured under the present contract;

4.2. the consequences of damage caused to animals or objects belonging to you or that have been loaned, lent or entrusted to you;

4.3. the consequences of damage caused by:

- **any overland motor vehicle corresponding to the definition of Article L 211-1 of the Insurance Code,**
- **any overland vehicle designed to be towed by an overland motor vehicle,**
- **any air, maritime or river navigation apparatus;**

4.4. the consequences of damage resulting from the practice of shooting, mechanical sports (car, motorcycle and more generally any overland motor vehicle) and all aerial sports ;

4.5. the consequences of damage caused to third parties and resulting from the organisation of, preparation of or participation in a competition organised under the aegis of a sports federation, subject to administrative authorisation or to an obligation of legal insurance;

4.6. the consequences of damage caused in the course of your professional activity or during your participation in an activity organised by any non profit making association, institution or community;

4.7. the consequences of your contractual responsibility;

4.8. the consequences of any liability you may have relating to a fire, explosion or water damage.

Furthermore, no fines or pecuniary sentences handed down as punishment and not forming the direct redress of any bodily injury or damage to property are ever guaranteed.

5. TERMS OF APPLICATION IN TIME

Application of the guarantee in time is specified by the Law n° 2003- 706 of August 1, 2003.

The guarantee triggered by the causal event covers the insured against the financial consequences of his liability provided the causal event occurs between the initial date of effect of the guarantee and the date of its termination or expiry irrespective of the other elements involved in the claim.

6. WHAT TO DO IN THE EVENT OF A CLAIM

You must neither accept any acknowledgement of liability nor any transaction without our agreement. Nevertheless, the admittance of a material fact or the performance of a simple duty of assistance does not constitute an acknowledgement of liability.

You must send us a declaration of the claim, in writing, **within the five working days following your knowledge thereof,** except for fortuitous cases and any case of force majeure.

Upon expiry of that period, if we suffer any prejudice as the result of a late declaration, you will lose all your rights to compensation.

In the event of any proceedings being taken against you, you give us full powers to handle the suit and to use any recourse in the civil courts or to ensure your defence and use any recourse in civil interests before the criminal courts.

You must forward to us upon receipt any summons, writ, extrajudicial instrument or procedural exhibit sent to or served upon you.

In the event of delay in forwarding such documents, we are entitled to claim from you compensation in proportion to the prejudice suffered by us (Article L 113-11 of the Insurance Code).

If you fail to meet your obligations after the claim, we compensate the injured third parties and their beneficiaries, but we can take proceedings against you to recover the amounts paid.

7. PROVISIONS IN THE EVENT OF AN ANNUITY BEING GRANTED TO A VICTIM BY A LEGAL DECISION

Should a security be ordered for the payment of an annuity, we constitute the guarantee up to the amount of our coverage.

If no guarantee is ordered, the value of the annuity is calculated according to the rules applicable for the calculation of the mathematical reserve of the annuity. If that value is less than the amount of our guarantee, the annuity is entirely for our account. If it is higher, only the part of the annuity corresponding in capital to the amount of our guarantee is for our account.

FLIGHT DELAY

1. SCOPE OF THE GUARANTEE

In the event of a flight delay, we guarantee, within the limits shown in the table of guarantee and deductible amounts, the refund of your extra costs of meals, refreshments, transfer to and from the airport and the first night at a hotel.

Our guarantee applies only in the following case:

- flight delay of more than 12 hours with respect to the initial scheduled departure time for any regular flight the times of which have been published or for charter flights the times of which are shown on the airline ticket or communicated to the insured by the travel agency.

This guarantee applies for outward and inward transportation in accordance with the dates and countries of destination specified in your Special Terms.

2. GUARANTEE EXCLUSIONS

In addition to the exclusions common to all our guarantees, exclusion is made of all delays resulting from:

2.1. the temporary or permanent withdrawal of an airplane ordered by the airport or administrative authorities, by the civil aviation authorities or by any other authority having announced the same more than 24 hours before the date of departure of your trip;

2.2. the absence of the flight on which your reservation was confirmed irrespective of the reason;

2.3. flights that you had not previously confirmed unless you were prevented from doing so by a strike or a case of *force majeure*;

2.4. not being allowed on board following failure to observe the deadline for registration of your baggage and/or the deadline for boarding;

2.5. any event endangering your safety in the course of the trip when the Ministry of Foreign Affaires advises against the destination.

3. WHAT TO DO IN THE EVENT OF A DELAY

You must declare the occurrence **within the five working days** following your knowledge thereof, except in fortuitous circumstances or in a case of *force majeure*:

Contact us by telephone by dialling
the 01 42 99 64 76
from Monday to Friday, from 8:30 am until 18:00 pm

- **or by email to the following address :**
  reglement.assurance@mondial-assistance.fr
- **or by fax at 01 42 99 03 25**
- **or by Internet, via the following web site :**
  https://declaration-sinistre.mondial-assistance.fr/

After that period, if we suffer any prejudice because of a late declaration, you lose all entitlement to compensation.

We will send you all the information necessary for you to file your declaration and you must send us any document providing proof of the reason for the delay and to enable us to assess the amount of your compensation, and in particular:

- the insurance contract or the photocopy thereof,
- a statement drawn up by the carrier specifying the reason and the duration of the delay suffered, and the confirmation that you had in fact reserved your transport, together with the original or your boarding card,
- your tickets,
- proof of any additional expenses incurred as a result of the delay.