



The organiser of your trip has finalized with

Mondial Assistance Europe N.V.

The following General and Specific Terms and Conditions

CONTRACT 303.184

SPECIFIC TERMS AND CONDITIONS

Insured person: Any person who has reserved one way flight only arrangements with EASYJET and who applies on the day of the reservation.

- 1- CANCELLATION
- 2- LUGGAGE
- 3- ACCIDENTAL DAMAGE AND THEFT OF SPORTS OR LEISURE EQUIPMENT
- 4- REPATRIATION ASSISTANCE
- 5- INTERRUPTION OF SPORTS OR LEISURE ACTIVITY
- 6- THIRD PARTY LIABILITY
- 7- FLIGHT DELAY

DO YOU URGENTLY NEED ASSISTANCE?

+ 33 (0)1 42 99 64 75

YOU HAVE TO CANCEL YOUR TRIP

By Internet: <https://declaration-sinistre.mondial-assistance.fr>
Or if you do not have access to Internet you can contact us by telephone at
+33 (0)1 42 99 64 76 Monday to Friday from 9 a.m. – 6 p.m.

DO YOU NEED INFORMATION?

+33 (0)1 42 99 82 03 or service.conseil.client@mondial-assistance.fr

TABLE OF COVER AND EXCESSES

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
CANCELLATION		
cancellation fees depending on the scale: from issue of the ticket: <ul style="list-style-type: none"> • Following the occurrence of an event provided for by the policy (other than those detailed below) 	100% of the ticket price from issue of ticket - per person : €1,250	absolute excess per person and per claim: €25 The absolute excess does not apply in the event of hospitalisation or death
<ul style="list-style-type: none"> • Due to an accident or a breakdown of your means of transportation 	100% of the ticket price from issue of ticket - per person : €400	absolute excess per person and per claim: €30

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
LUGGAGE		
<ul style="list-style-type: none"> • loss, theft or damage to luggage 	- per object : €150 - per person : €1,250 - and per claim : €1,250 The sum total of luggage cover, including valuables, cannot be in excess of €1,250	none
<ul style="list-style-type: none"> • specific indemnity for valuables and for items other than clothes with a unit value greater than €150 	- per person and per claim up to €420	
<ul style="list-style-type: none"> • specific indemnity : <ul style="list-style-type: none"> - glasses (lenses and frames), contact lenses - souvenirs 	- per person and per claim: €250 - per person and per trip: €300	
<ul style="list-style-type: none"> • reimbursement for essential goods in the event of delay over 12 hours for luggage delivery 	per person and per claim: €150	

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
ACCIDENTAL DAMAGE AND THEFT OF SPORTS OR LEISURE EQUIPMENT		
<ul style="list-style-type: none"> • Disappearance and/or accidental deterioration of golf equipment 	Indemnity to retail value(1), within the limit of: - €280 per object - €1,400 per person and per insurance period	none
<ul style="list-style-type: none"> • reimbursement of golf equipment rental in the case of a delay of more than 12 hours in its delivery 	- €350 per person and per insurance period	none

(1) save specific dispositions specified in your General Conditions

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
REPATRIATION ASSISTANCE		
<ul style="list-style-type: none"> additional expenses for repatriation 	actual costs	none
<ul style="list-style-type: 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
<ul style="list-style-type: none"> Your lodging fees on the ground and those exposed by insured family members accompanying you up to the day of your recovery 	per day and per person: €45 for a maximum of 7 days	none
<ul style="list-style-type: none"> Additional costs on the premises 	Limited to €40 per day and per hospitalised person up to a maximum of 30 days	none
<ul style="list-style-type: 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
<ul style="list-style-type: none"> medical or hospitalisation expenses for which you are responsible 	per person and per insurance period: €150,000	none
<ul style="list-style-type: none"> emergency dental fees 	per person and per insurance period: €200	none
<ul style="list-style-type: none"> expenses for repatriating the body in the event of death 	actual costs	none
<ul style="list-style-type: none"> funeral expenses required for transport 	per person and per claim: €750	none
<ul style="list-style-type: none"> "Unforeseen" assistance: - theft of your identity papers, credit cards, travel tickets: advance of funds abroad : - Loss, theft or damage to passport : - Theft of your currencies 	<p>Limited to €250 per insured person, per insurance period / claim</p> <p>Limited to €200 per insured person, per insurance period / claim</p> <p>Limited to €250 per insured person, per insurance period / claim</p>	<p>absolute excess per person and per insured trip: €50</p> <p>none</p> <p>absolute excess per person and per insured trip: €50</p>

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
INTERRUPTION OF SPORTS OR LEISURE ACTIVITY		
<ul style="list-style-type: none"> • Indemnity in the event of interruption of a sport or leisure activity 	Payment of an indemnity proportional to the unused green fees, up to €420 per person	absolute excess per person and per claim: €70

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
FLIGHT DELAY		
<ul style="list-style-type: none"> • Flight delay in relation to the initially scheduled time on the travel tickets 	<ul style="list-style-type: none"> • per insured person et per 12 hour delay period : €30 or • and without the indemnity being able to exceed per event and insured period: €1,500 if the trip is abandoned after a 24 hour delay. 	Cover trigger point: - over 12 hours' delay in departure for flights

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
THIRD PARTY LIABILITY		
<ul style="list-style-type: none"> • Bodily injury and resultant consequential loss 	Limited per claim to €200,000	none
<ul style="list-style-type: none"> • Material damage and resultant consequential loss 	Limited to €45,000 per claim	
<ul style="list-style-type: none"> • Combined single limit: Bodily injury, material damage and resultant consequential loss 	Limited per event to €200,000	

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

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

This cover applies to all trips, both private and business travel, during the year over which your policy is valid, for a maximum length of 24 hours from the time of departure as 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
Netherlands

REPRESENTING PREMISES:

MONDIAL ASSISTANCE France
Tour Gallieni 2
36 avenue du Général de Gaulle
93175 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**

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

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

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

BY POST: Albania, Algeria, Andorra, Germany, Austria, Balearic Islands, Belgium, Byelorussia, 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 committees.

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

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

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

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

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

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

► **Relating to 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 their preparation of the trip.

TEMPORARY DISABILITY: medically diagnosed loss, for a limited period of time, of a person's functional capacity, requiring them, 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 "Luggage damage" cover:**

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

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

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

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

VALUABLES: jewels, items made from precious metal, precious stones, pearls, watches, furs, hunting rifles, photographic equipment, filming equipment, computer and mobile telephone equipment, equipment for recording and reproducing sound and images, as well as accessories to these items of equipment, items other than clothes with an individual item value above €150 are considered to be valuables.

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

► **Relating to the "Assistance to persons" cover:**

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

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

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

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

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

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

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

ADDITIONAL COSTS LOCALLY: Any unforeseen purchase by the insured person of essential items and food and drink following hospitalisation, excluding lodging.

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

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

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

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

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

► **Relating to cover for "Interruption of sports or leisure activity":**

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.

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

► **Relating to the "Third Party Liability" cover:**

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

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

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

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

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

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

► **Relating to cover for "Flight or train delay":**

FLIGHT DELAY: interval between the departure time advertised to the passenger on his/her ticket of his/her travel booking form and the actual time at which the aircraft leaves its parking bay, occurring outside the possibilities of modifying the timetables which the travel organiser has per its General Terms of Sale.

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

COVER TRIGGER POINT: number of hours' delay, indicated in the cover and excess amounts table, from which the "Flight delay" benefits are paid.

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

CHARTER FLIGHT: flight chartered by a tourism organisation as part of an unscheduled service.

POLICY TERRITORY

"The Assistance to Persons, Holiday Curtailment, Curtailment of sporting or leisure activity" covers apply in the country or countries visited during 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 wars, riots, popular movements, strikes, hostage taking, handling of weapons;
2. your voluntary participation in bets, crimes or fights, except in a case of legitimate defence;
3. any effects of a nuclear origin or caused by any source of ionising radiation;
4. your intentional acts and wilful misconduct, including suicide and attempted suicide;
5. your consumption of alcohol, drugs or any stupefying substance listed in the French Public Health Code, not medically prescribed;
6. events for which liability may fall either on your travel organiser by application of Chapters VI and VII of Law N° 92-645 of 13 July 1992, stipulating the conditions for pursuing the business of organising and selling holidays 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 trip, called cancellation fees.**

Our cover consists of reimbursing you for 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 date stated by the travel organiser as being the start of the insured services.

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,
- c) a person booked at the same time as you and insured under this policy,

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

12.2 In the event of serious material consecutive 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 administrative and protective measures procedures to be undertaken and affecting 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 a member of a regulated 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 An accident or a breakdown of your means of transport occurring during your transportation to the departure point, involving a delay of more than two hours, having made you miss the flight booked for your departure, provided that you have taken the steps to reach the airport at least two hours before the time limit for boarding.

12.5 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 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 the costs only of the fees that you would have been invoiced with, in application of the scale, had you given warning to the travel organiser within 48 hours of the occurrence giving entitlement to the claim. Administrative fees, costs of tips, stamp dues, including the premium paid to take out this policy, will not be reimbursed.**
23. **We will reimburse the sum of green fees paid before your departure** for all journeys not carried out during the days of your trip, **up to a limit of €420 per person with an absolute excess of €70 per person per claim.**

CHAPTER -3- The terms for applying the cover

31. The cover must be taken out and registered with Mondial Assistance Europe N.V. on the same day on which the holiday reservation to be insured has been made, if the trip has been bought from EASYJET or within 48 hours following the reservation.
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 travel agent 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 and/or its complications, beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation,**
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 hospitality's for a period of more than 3 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 catastrophes 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 the travel organisation 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:

➤ **by the Internet, at:**

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

Or if you do not have Internet access, you can contact us by telephone at +33 (0)1 42 99 64 76, Monday to Friday, between 9 a.m. and 6.00 p.m.

➤ **or by fax on +33 (0)1 42 99 03 25**

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, green fees...). 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.

LUGGAGE

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, luggage, 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 luggage to the place at which you are staying is greater than 12 hours, we refund, on presentation of receipts up to the ceiling contained in the Specific Terms and Conditions, 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 a 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 luggage is limited by the specific ceiling as stated in Specific Terms and Conditions which is not combined with that applying in the event of theft, destruction or loss of luggage. In the event of two cover amounts applying simultaneously for the same event the indemnity paid in the event of a delay in the delivery of luggage will be deducted from the amounts remaining due under the cover for theft, destruction or loss of luggage.
- 21.3** The maximum indemnity for all the objects of value mentioned above may not 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 limit amounts 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, is payable by you.
- 22.3** The indemnity may not exceed the amount of the damage suffered and does not take into account indirect damage.
- 22.4** We waive the application of the proportional capital rule provided for by article L 121-5 of the insurance code.

CHAPTER -3- In the event 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 recover possession of these items, and if the cover applies, we will then only be responsible for payment for damage or for any missing items.
- If we have already paid indemnity to you, you can choose to either relinquish or to recover these items and repay the indemnity that you have received subject to deduction for damage or any missing items.
- However, if you do not ask to recover possession of these items within 15 days from the date on which you were notified that they had been found, we consider that you are opting for relinquishment.

CHAPTER -4- The terms for applying the cover

- The cover must be taken out and registered with Mondial Assistance Europe N.V. before the start of the holiday to be insured.
- The cover will apply for 24 hours following the actual time of departure, as detailed on your travel booking form and also during the journey from your home to the departure airport.
- The cover will cease automatically 24 hours after the actual time of departure.

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 luggage,**
- 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 dues 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, surfboards, 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 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 a theft:** report the crime within 48 hours, to the nearest police authorities to the crime location.
- **In the event of complete or partial destruction:** obtain a written report of the damage, produced by a competent authority or the responsible person or failing this, by a witness.
- **In the event of loss or partial or complete destruction by a transport company:** it is essential to have a report drawn up by a qualified employee of this company.

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 case of theft.**

➤ **by the Internet, at:**

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

Or if you do not have Internet access, you can contact us by telephone at +33 (0)1 42 99 64 76, Monday to Friday, between 9 a.m. and 6.00 p.m.

➤ **or by fax on +33 (0)1 42 99 03 25**

If you fail to observe this deadline, if Mondial Assistance Europe N.V. incurs a loss because of your late declaration, you lose all rights to indemnity.

- **submit a claim** and send us those documents that justify your claim to MONDIAL ASSISTANCE:
 - 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.

DAMAGE AND THEFT OF SPORTS OR LEISURE EQUIPMENT

1. PURPOSE OF THE COVER

We cover, up to the amount limit shown in the cover and excess amounts table, the accidental loss and damage suffered by:

- goods (equipment, supplies and specific clothing) used exclusively for golf,

which belong to you or which are rented and which are away from the premises which you occupy as a main or secondary residence, and outside of your holiday accommodation (hotel, rented premises, camp site), and resulting from:

- a fire, explosion or implosion, the origin of which has nothing to do with such items and equipment,
- thunderbolt,
- water damage,
- a theft,
- a climate event, including events declared as natural disasters,
- an immersion,
- an accidental breakage,
- a delay in delivery. In the latter case, we reimburse you for hire of golfing equipment up to the limit laid down in the Specific Terms and Conditions.

2. AMOUNT COVERED

Your golf equipment is covered on a new value basis, i.e. based on a value equal to the replacement value of the equipment on the day of the loss by current products of equal performance, subject to the following provisions:

- we apply a reduction on the value of your sports or leisure equipment when it has a rate of depreciation exceeding 25%. This rate is estimated by mutual agreement or by an expert;
- for the purposes of clothing, motorised devices of any sort, electric and electronic devices:
 - we calculate the amount of the indemnity based on the repair or replacement invoice,
 - and, from this amount, we deduct a share for depreciation estimated on a rule of thumb basis on the value of these items, replaced or repaired, at 1% per month, or 12% per year, subject to a maximum of 80%.

For each claim, an excess, the amount of which is stated in the cover and excess amounts table, is payable by you.

3. IF YOU FIND THE ITEMS STOLEN

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

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

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

4. COVER EXCLUSIONS

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

- 4.1. damage resulting from earthquake, volcanic eruption, tidal wave or other cataclysm, flood, unless these events are declared a natural disaster by interministerial decree;**
- 4.2. the consequences resulting from a use that does not comply with the manufacturer's instructions;**
- 4.3. damage caused to the insured equipment during its repair or maintenance;**
- 4.4. damage resulting from the inherent vice of the insured equipment or from its normal wear and tear;**
- 4.5. damage resulting from your blatant negligence;**
- 4.6. damage resulting from scratches, grooves, tears or stains;**
- 4.7. theft committed by insured persons or by the members of your family (ascendants, descendants, spouse/partner) or committed in collusion with them;**
- 4.8. damage resulting from losing or forgetting the equipment;**
- 4.9. damage dues to smoking-related accidents;**
- 4.10. land motor vehicles and their accessories, caravans and trailers;**
- 4.11. sail or motorised pleasure craft, including jet skis;**
- 4.12. cases, boxes, bags or cover containing the sports or leisure equipment;**
- 4.13. mobile phones;**
- 4.14. glasses (lenses and frames), contact lenses, prostheses and aids of all kinds;**
- 4.15. computer equipment.**

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

You must:

- **In the event of a theft:** report the crime within 48 hours, to the nearest police authorities to the crime location.

- **In the event of complete or partial destruction:** obtain a written report of the damage, produced by a competent authority or the responsible person or failing this, by a witness.
- **In the event of loss or partial or complete destruction by a transport company:** it is essential to have a report drawn up by a qualified employee of this company.

In all cases, you must:

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

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

- **contact us at:**

➤ **by the Internet, at:**

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

Or if you do not have Internet access, you can contact us by telephone at +33 (0)1 42 99 64 76, Monday to Friday, between 9 a.m. and 6.00 p.m.

➤ **or by fax on +33 (0)1 42 99 03 25**

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

- the insurance policy or a photocopy of it,
- the receipt for your crime report,
- the damage report,
- the original invoices for the purchase, or repairs,
- the warranties.

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 discharge Mondial Assistance and/or Mondial Assistance Europe N.V of any liability in relation to the consequences of such an initiative and lose all rights to benefits and indemnification 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 France 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 France as soon as your state of health allows it.

11.1.3 On presentation of receipts and up to the amount stated the Specific Terms and Conditions, we will reimburse you for accommodation expenses and those incurred by the insured members of your family accompanying you, **from the day you were incapacitated to the day of your repatriation to your home in France.**

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 France can no longer be used because of this repatriation.**

11.2 Your state of health does not require repatriation:

11.2.1 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, on submission of supporting documents and up to the limit stated in the Specific Terms and Conditions.

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 will 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 presentation of receipts, we refund you, up to the limit laid down in the Specific Terms and Conditions, for the cost of accommodation incurred by that person up to the day when you are repatriated.

11.3.3 We reimburse on submission of supporting documents and up to the limit stated in the Specific Terms and Conditions any supplementary costs incurred by the person insured in situ.

11.4 You incur medically prescribed medical or hospitalisation expenses locally:

- We will reimburse you the expenses you have incurred after payment by Social Security, the health insurance company and/or any provident body up to the limit amount set out in the cover and excess amount table less the excess, as laid down in the Specific Terms and Conditions.
- We will reimburse you the expenses you have incurred for urgent dental treatment after payment by Social Security, the health insurance company and/or any provident body up to the limit amount set out 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 months of the date of your return travel. After this time, we will be entitled to claim for expenses and interest at the statutory rate in addition.
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.

12. Our assistance in the event of death:

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

- transportation of the body from the location where it is placed in the coffin to the burial place in France,
- funeral expenses, up to the limit laid down 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 France can no longer be used on account of this repatriation.

13. **"Unforeseen" assistance**

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

In the event of theft of your identity papers, your credit cards and/or your travel tickets:

- we can advise you on the steps to be carried out;
- we can intervene to report the theft where necessary provided that you give us a power of attorney for this;
- if you do not have any means of payment:
 - we give you an advance of funds for an amount that cannot exceed the limit stated in the cover and excess amounts table,
 - we organise your return or the continuation of your trip, with the **expenses incurred being payable by you.**

In such a case, you have three months from the date on which the funds were made available or from the date of your return, to repay us this advance or the expenses incurred by us on your behalf.

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

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

If your passport is stolen:

- we can advise you on the steps to be carried out;
- we can intervene to report the theft where necessary provided that you give us a power of attorney for this;
- we meet any additional transport and accommodation costs and any fees to meet the administrative costs required for obtaining a temporary passport required for returning to France, up to the limit stated in the cover and excess amounts table;
- we meet the costs of replacing your passport.

- **Theft of your currency**

If your currency is stolen during the 72 hours preceding the beginning of your trip or during the trip itself:

- we reimburse you for the sum stolen up to the limit stated in the cover and excess amounts table.

CHAPTER -2- The terms for applying the cover

- The cover must be taken out and registered with Mondial Assistance Europe N.V. before the start of the holiday to be insured.
- The cover will apply for 24 hours following the actual time of departure, as detailed on your travel booking form and also during the journey from your home to the departure airport.
- The cover will cease automatically 24 hours after the actual time of departure.

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 for contraception, the voluntary termination of pregnancy and childbirth and the consequences thereof,**
- 32.7 costs incurred by an illness or unstabilised accident at the moment of departure,**
- 32.8 treatment or care not resulting from a medical emergency,**
- 32.9 costs incurred for artificial insemination or any infertility treatment,**

32.10 treatment or care, the therapeutic nature of which is not recognised by French legislation,

32.11 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 64 75**
or **+33 (0)1 42 99 64 75** if you are abroad
- by faxing **+33 (0)1 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 to access 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 the receipts necessary to justify your claim.

43. Providing transport

- When we organise and pay the cost of transport as part of our cover. This will be 1st class train travel, tourist class flights or by 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 N.V. cannot be held liable for delays or hindrance to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source or any other act of God.**

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 an indemnity payment.

INTERRUPTION OF SPORTS OR LEISURE ACTIVITY

1. PURPOSE OF THE COVER

We cover, up to the limits shown in the cover and excess amounts table, the payment of an indemnity, if you are obliged to curtail golfing activity insured under this policy for one of the following reasons:

- medical repatriation, organised by ourselves or by another assistance company,
- temporary disability, making it impossible to practice the activity,

occurring within 24 hours following the actual time of departure of the insured flight.

2. THE AMOUNT AND METHOD OF INDEMNITY

Indemnity is proportional to the number of days' sports or leisure pass not used.

It is due from the day after the total stoppage of the insured activities.

It is calculated on the basis of the total price per person of the activity package, up to the limit stated in the cover and excess amounts table.

Deductions shall be made from indemnity for expenses for administration, insurance, tips and refunds or compensation paid by the organisation with whom you purchased your activity package.

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

As soon as you request our assistance and we agree that you can receive the benefits of your "Interruption of sports or leisure activity" cover, you must make your claim for reimbursement of the services that have not been used due to the interruption:

**by telephoning +33 (0)1 42 99 08 83
Monday to Friday, between 9 a.m. and 6 p.m.**

We will provide you with the information needed to submit your claim and you will be required to supply us with any documents and information in proof of your claim that will allow us to determine the amount of loss, in particular:

- travel booking form,
- the organiser's invoices,
- and any other document that we request.

THIRD PARTY LIABILITY

1. PURPOSE OF THE COVER

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

- bodily injury,
- material damage,
- resultant consequential loss as a result of insured bodily injury or material damage,

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

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

2. THE SUBSIDIARITY OF THE COVER

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

3. COVER AMOUNTS

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

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

4. COVER EXCLUSIONS

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

- 4.1. damage caused to members of your family, to your employees, whether salaried or not, in carrying out their duties or to any other person who is not an insured under this policy;**
- 4.2. damage caused to animals or to objects that belong to you or are rented, loaned or entrusted to you;**
- 4.3. damage caused by:**
 - **any land motor vehicle meeting the definition de article L 211-1 of the French Insurance Code,**

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

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

5. THE PROCEDURES FOR APPLICATION OVER TIME

The operation of the cover over time is specified by law no. 2003- 706 of 1st August 2003.

The insurance triggered by the event which is the subject of the claim covers the insured against the monetary consequences of his/her liability, as soon as said event occurs between the initial inception of the insurance and its cancellation or expiry date regardless of the date of the other elements constituting the claim.

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

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

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

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

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

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

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

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

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

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

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

FLIGHT DELAY

1. PURPOSE OF THE COVER

In the event of flight delay, we cover reimbursement of your additional expenses, up to the limits indicated in the cover and excess amounts table, for: meals, refreshments, the return transfer from and to the airport, and the first night at a hotel.

Our cover only applies in the case of:

- a flight delay greater than 12 hours in relation to the initially scheduled departure time on any scheduled flight for which timetables have been published or on charter flights for which the timetables are indicated on the airline tickets or notified to the insured by the travel organisation;

This cover is afforded to you, for outward travel, in accordance with the dates and countries of destination indicated in your Specific Terms and Conditions.

2. COVER EXCLUSIONS

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

- 2.1. the temporary or definitive withdrawal of a flight ordered by the airport, administrative or civil aviation authorities or any other authority, with this having been announced more than 24 hours before the departure date of your travel;
- 2.2. failure to run the flight on which your booking was confirmed, irrespective of the reason for it;
- 2.3. flights which you have not previously confirmed, unless you have been prevented from doing this by a strike or a case of force majeure;
- 2.4. non-admission on board, as a result of not meeting the deadline for check-in and/or boarding;
- 2.5. any event during the course of the trip placing you in danger, if the Ministry of Foreign Affairs has advised against the destination.

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

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

➤ **by the Internet, at:**

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

Or if you do not have Internet access, you can contact us by telephone at +33 (0)1 42 99 64 76, Monday to Friday, between 9 a.m. and 6.00 p.m.

➤ **or by fax on +33 (0)1 42 99 03 25**

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

We will provide you with the information needed to make your claim declaration and you will be required to supply us with any documents and information to act as proof of the reason for the travel delay and allow us to assess the amount of indemnity due to you, namely, inter alia:

- the insurance policy or a photocopy of it,
- a statement issued by the carrier specifying the reason for and the length of the delay suffered by you, and the confirmation that you have indeed booked your travel, together with the original of your boarding card,
- your travel documents,

the supporting documents for the additional expenses which you have incurred following the travel delay.

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 your booking;
- **for all other cover:** no later than the day before your departure.

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 ceases 24 hours after the actual time of departure;

- **for all other cover:** at midnight 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.

They cease 24 hours after the actual time of departure.

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

2. CUMULATIVE INSURANCE

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

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

3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

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

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

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

Any non-disclosure or misrepresentation, any omission or inaccuracy in the declaration of the risk is penalised as per the terms and conditions stated in articles L 113-8 and L 113-9 of the French insurance code:

- **in the event of bad faith on your part:**

by rendering the policy null and void;

- **if your bad faith has not been established:**

by a reduction in the indemnity, in proportion to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

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

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

6. TIME LIMITATION

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

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

7. DAMAGE ASSESSMENT

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

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

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

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

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

8. CLAIM SETTLEMENT TIME PERIOD

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

9. COMPLAINTS HANDLING PROCEDURES

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

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

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

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

10. MONDIAL ASSISTANCE'S ADDRESS

MONDIAL ASSISTANCE elects domicile at the head office of its subsidiary in France:

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 LAW

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

12. REGULATORY AUTHORITY

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

13. PROCEDURES FOR TAKING OUT COVER

The cover must be taken out and registered with Mondial Assistance Europe N.V on the same day on which the holiday reservation to be insured has been made with EASYJET.

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 made on the Internet: www.easyjet.com by clicking on "Managing your reservations" on the home page.