

TRAVEL INSURANCE

TRANQUILITY CONTRACT BANK CARD

N° 6490



General provisions applicable to all policies taken out on or after 1 July 2025

ASSISTANCE AND REPATRIATION SERVICE

YOU NEED **ASSISTANCE** DURING YOUR TRIP
(In the event of repatriation assistance or interruption of your trip, etc.)

Please contact IMMEDIATELY
MUTUAIDE ASSISTANCE



Assistance hotline
7 days a week – 24 hours a day

From France: 01 55 98 57 11
From abroad: +44 780 000 0000

Please note: NO SERVICE WITHOUT PRIOR CALL

126 rue de la Piazza – CS 20010
93196 Noisy le Grand CEDEX

INSURANCE SERVICE

YOU NEED TO REPORT AN **INSURANCE CLAIM**
(In the event of cancellation, lost luggage, missed departure, inability to depart, transport delays, interruption of activities, civil liability, etc.)

Please report your claim on the dedicated website:
bynativ.assurinco.com



8-10 rue du pont
de **Tours**
31000 Toulouse

If you have Tranquillité bank card cover, you must contact and report the claim to your bank card insurer, with which you paid for your stay, as soon as you become aware of the event.

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ENJOY READING

1 TABLE OF GUARANTEES

Insurance coverage	Maximum amounts including VAT	Excess
TRIP CANCELLATION		
Cancellation due to serious illness (including illness declared within 10 days of departure in the event of an epidemic or pandemic), serious accident or death	According to the terms and conditions of the cancellation fee schedule Maximum £125,000€ per event	50,€ s per person
Cancellation in the event of not being vaccinated against Covid-19		£50,€ s per person
Cancellation due to refusal of boarding following a health check on arrival at the departure airport		£50€ s per person
Cancellation for any reason		€10% of the cancellation fee (maximum £150 per person)
MISSED DEPARTURE		
Return ticket to enable you to reach your destination	Actual costs	-
DEPARTURE IMPOSSIBLE		
Return travel costs to your home	£100€ , per person, upon presentation of proof	-
Postponement costs (outward journey)	£500 (€) per person, upon presentation of proof	-
TRANSPORT DELAY		
Flight delay	Flat-rate compensation per person: €250 for flights of less than 1,500 km, €400 for intra-EU flights of more than 1,500 km or flights of 1,500 to 3,500 km outside the EU, €600 for other flights of more than 3,500 km outside the EU.	Intervention threshold :3 hours upon arrival at destination (on the originally purchased flight)
Train or boat delay	Flat rate: €130 per person	Intervention threshold: delay exceeding 4 hours
LUGGAGE		
Theft, loss, destruction	Maximum £1,800€ s per person with proof of eligibility OR €Flat rate: £500 per person without proof	£30,€ s per person
Valuables	50% of the amount of the guarantee	£30€ s per person
Purchase of essential items	500€ per person	Intervention threshold: delay of more than 24 hours
Theft or loss during transport by a transport company of sports equipment	€Maximum £1,800 per person	€£30 per person
Advice and shipping costs in the event of loss or theft of documents, personal effects, travel tickets and means of payment	Actual costs	-
Cost of replacing official documents in the event of loss or theft (such as identity card, passport, etc.)	€Maximum £100 per person	-
Rental of equipment in the event of delayed luggage at the destination	Maximum £500 (€) per person	-
Passengers with reduced mobility	Additional ceiling of €1,800 for wheelchairs with proof of eligibility	-
REPATRIATION ASSISTANCE		
Assistance in case of illness or injury		
Teleconsultation before departure (in the event of an epidemic or pandemic)	1 call	-

Repatriation or medical transport, including in the event of an epidemic or pandemic	Actual costs	-
Accompaniment during repatriation or transport	Transport ticket*	-
Presence in the event of hospitalisation	Transport ticket* + hotel expenses: £150 per day per person (maximum 10 days)	-
Extended hotel stay	Transportation ticket* + hotel expenses: £150 per day per person (maximum 10 days)	-
Hotel expenses	£150€ per day per person (maximum 10 days)	-
Return travel not possible in the event of an epidemic or pandemic	€Maximum £1,000 per person Maximum £50,000 per group + hotel costs: £150 per night per person (maximum 14 nights)	-
Hotel costs in the event of quarantine	150,€ per night per person (maximum 14 nights)	-
Coverage of a local telephone package in the event of quarantine	Up to 80% €	-
Medical expenses (including in the event of illness related to an epidemic or pandemic), advance payment of hospitalisation costs, and hyperbaric chamber costs (outside the member's country of residence)	200,000€ per person	£46,€ , per claim
In the event of hospitalisation , telephone costs with the assistance centre will be covered	Actual costs, maximum £200,€ , per claim	-
Emergency dental care	300€ per person	-
Assistance in the event of death		-
Repatriation of remains	Actual costs	-
Funeral expenses necessary for transport	€3,000 per case	-
Accompaniment of the deceased	Transportation costs* + hotel expenses: £150 per day per person (maximum 10 nights)	-
Identification of the body and death formalities when the member is travelling alone or with one other person	Return travel ticket for a family member or close relative + hotel expenses: £150€ per day per person (maximum 4 nights)	-
Travel assistance		-
Return travel for children under 18	Transport ticket*	-
Sending a doctor to the location	Transport ticket*	-
Early return	Transport ticket*	-
Replacement driver for trips in Europe (personal vehicle only)	Driver's salary or return ticket	-
Shipping of medication	Shipping costs	-
Message delivery	Actual costs	-
Minors remaining at home	Actual costs	-
Return of beneficiaries	Transport ticket*	-
Advance payment	Maximum £1,500€ s per person	-
Legal assistance abroad:		-
– payment of fees	£1,500,€ , per person	-
– advance payment of bail	€15,000 per person	-
Search and rescue costs	Maximum £10,000 per person€	-
Medical information and advice services	Actual costs	-
Transportation costs to the embassy covered in the event of loss of identity documents	Maximum £200 €	-

Psychological support in the event of severe trauma following " <i>illness</i> or <i>accident</i> " covered	Maximum 2 telephone consultations per insured person per insurance period	-
Psychological support following <i>quarantine</i>	6 telephone consultations per event	-
Emergency kit in the event of <i>an epidemic</i> or <i>pandemic</i>	100,€ s per person 350,€ s per family	-
Additional for individuals	Maximum 900,€ s per person	-
Care for the sick	20 hours maximum	-
Delivery of medication	Delivery charges	-
Meal and grocery delivery	15 days	-
Delivery of groceries following repatriation due to illness related to an <i>epidemic</i> or <i>pandemic</i>	Maximum 15 days and 1 delivery per week	-
Domestic help	Maximum 20 hours	-
Domestic help following repatriation due to <i>illness</i> related to an <i>epidemic</i> or <i>pandemic</i>	15 hours spread over 4 weeks	-
Childcare	20 hours maximum	-
Childcare at your <i>home</i> or provision of a return train or plane ticket for your children	^{First} class train ticket or economy class plane ticket	-
Educational support	15 hours per week for up to one month	-
Pet care	Maximum 10 days	-
Accommodation following a <i>disaster</i> at <i>home</i>	€£150 per day (maximum 5 days)	-
Psychological support following repatriation due to <i>illness</i> related to an <i>epidemic</i> or <i>pandemic</i>	6 telephone consultations per event	-
INTERRUPTION OF STAY AND ACTIVITIES		
Interruption of stay	Reimbursement of unused land services Maximum £12,000 per person 40,000,€ s per event	-
Interruption of activities	Pro rata temporis Maximum £100,€ s per day per person	-
Compensation travel following <i>hospitalisation</i> or repatriation	€Credit for the initial trip Maximum £12,000 per person €£40,000 per event	3 days before the return date
CIVIL LIABILITY AND PERSONAL ACCIDENT Insurance limits per claim and for the duration of the trip		
All bodily injury, property damage and consequential losses	4,500,000 €	€150 per claim (except for bodily injury, for which the excess is: NONE)
- Including property damage	1,000,000 €	
- Including consequential damage consequential	€300,000	
EXCESS REFUND	1,500 €	-

* by first class train or economy class scheduled flight

The other cover provided above is applicable during the period of travel corresponding to the invoice issued by the travel agency, up to a maximum of 120 days from the date of departure.

SUBSCRIPTION PERIOD

In order to avoid exclusions related to the period of the event giving rise to the claim, the Cancellation cover must be taken out no later than 2 working days after booking the trip.

WHO IS ELIGIBLE FOR THE TRANQUILLITY BANK CARD CONTRACT

People wishing to sign up for the Tranquillité Carte Bancaire contract must be covered by the insurance contract of a bank card used to purchase the trip, offering Cancellation and Repatriation Assistance cover: Gold Mastercard, Visa Premier, Infinite Platinum, American Express, excluding other types of bank cards. Only bank cards issued by a French, Belgian or Swiss bank are accepted. As the terms and conditions of bank card cover vary from one bank to another, it is your responsibility to check the obligations that apply to you. In particular, you must pay for your trip (in full or in part) with your bank card in order to be eligible for compensation.

2 DESCRIPTION OF COVERAGE

2.1 CANCELLATION FOR "ALL JUSTIFIED REASONS"

Effective date	Expiration of cover
Cancellation: on the day of subscription to this contract	Cancellation: on the day of departure – group meeting point (on departure)

WHAT DO WE GUARANTEE?

We will refund any deposits or sums retained by **the travel agency**, less any **excess**, in accordance with the table of cover amounts and invoiced in accordance with **the travel agency's** specific terms and conditions of sale.

This does not include the insurance premium when you are obliged to cancel your trip before departure (on the outward journey).

IN WHAT CASES DO WE INTERVENE?

A / CANCELLATION FOR MEDICAL REASONS

We intervene for the reasons and circumstances listed below, to the exclusion of all others:

SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

Including relapse, aggravation of a chronic or pre-existing **illness** (including illness resulting from **an epidemic** or **pandemic** declared within 10 days prior to departure), as well as the consequences and after-effects of an **accident** that occurred prior to taking out this policy, provided that **the member's** state of health is stable on the date of purchase of the insurance:

- of you or any **member of your family** (including cohabiting partners and civil partners), as specified in the "Definitions" section,
- your professional replacement, provided that their name is mentioned when signing this contract, on the membership form (paper or electronic),
- the legal guardian,
- a person who usually lives in your household,
- the person responsible during your trip for:
 - the care of your minor children, provided that their name is mentioned when signing this contract, on the registration form (paper or electronic),
 - the care of a disabled person, provided that they live under the same roof as you, that you are their legal guardian and their name is mentioned in the membership agreement, on the membership form (paper or electronic)

In all cases, we will only intervene if the **illness** or **accident** formally prevents you from leaving **your home**, requires medical care and prevents you from carrying out any professional or other activity, as well as the activities planned and sold by the agency.

CANCELLATION DUE TO DENIED BOARDING

Refusal of boarding following a health check on arrival at the departure airport (proof issued by the transport company that refused you boarding, or by the health authorities, must be sent to us; without this proof, no compensation will be possible).

LACK OF COVID-19 VACCINATION

If, at the time of taking out this contract, the destination country did not require vaccination against Covid-19 to enter its territory but does so at the time of your departure:

- and that you are no longer within the required time frame to receive this vaccination in order to travel,
- or that you cannot receive this vaccination due to a medical contraindication

COMPLICATIONS DUE TO PREGNANCY

- Which result in the complete cessation of all professional or other activities, provided that you are not more than six months pregnant at the time of departure.

Or

- If the nature of the trip is incompatible with pregnancy, provided that you were not aware of your condition at the time of booking.

It is your responsibility to establish the reality of the situation giving rise to our services, and we therefore reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

B / CANCELLATION FOR ANY JUSTIFIED REASON

The guarantee also applies in all other cases of cancellation if departure is prevented by a random event that can be justified. By unforeseeable event, we mean any circumstance that is unintentional on your part or on the part of a **member of your family** and not excluded under this contract, unforeseeable on the day of enrolment and resulting from the sudden action of an external cause.

WHAT IS THE LIMIT OF THE GUARANTEE?

We will cover the cancellation costs incurred on the day of the event that may trigger the guarantee, in accordance with the General Terms and Conditions of Sale of the trip organiser, up to a maximum amount and subject to **the excess** indicated in the Table of Guaranteed Amounts.

The cover provided in this article is available to you and to the insured persons accompanying you:

- with family members, with no limit on the number of people
- no family relationship, limited to 9 persons

If you wish to travel alone, additional costs will be taken into account, but our reimbursement cannot exceed the amount due in the event of cancellation on the date of the event.

WHAT WE DO NOT COVER

The Cancellation Guarantee does not cover the inability to travel due to border closures, logistical issues, or accommodation or safety conditions at the destination.

In addition to the exclusions listed under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERAGE", we cannot intervene if the cancellation results from:

- any circumstance that only affects the enjoyment of your trip,
- the simple fact that the destination of your trip is not recommended by the French Ministry of Foreign Affairs,
- the impossibility of departure due to administrative restrictions on the movement of persons imposed by the competent authorities of the country of departure, transit or destination,
- any event for which the tour operator may be held liable under Law No. 2009-888 of 22 July 2009 (Tourism Code),
- any failure, including financial failure, on the part of your travel organiser or carrier that makes it impossible for them to fulfil their contractual obligations,
- any non-medical event occurring between the date of booking your trip and the date of signing this contract,
- **illness** or **accident** that was first diagnosed, relapsed, worsened or required hospitalisation between the date of purchase of the trip and the date of subscription to this contract,
- complications of pregnancy beyond the sixth month.

HOW LONG DO YOU HAVE TO REPORT THE CLAIM?

Two steps:

1/ As soon as the **illness** first appears or as soon as you become aware of the event giving rise to the cover, you must IMMEDIATELY notify your travel agency.

If you subsequently cancel the trip with your travel agency, we will only reimburse you for cancellation fees from the first manifestation of the illness or accident giving rise to the cancellation, in accordance with the cancellation scale set out in the travel agency's terms and conditions of sale.

2/ You must also report the **claim** to the XPLOASSUR claims handler within five working days of the event giving rise to the claim.

HOW TO REPORT A CLAIM?

Firstly, as soon as you become aware of the event, **you must report the claim to the insurer of the credit card of which you are the holder.**

Next, once you have received a response from your bank, **you must file your claim on the claims website, the address of which can be found on the cover page of the booklet.**

You must send Xplorassur the documents and medical information required to process your claim, along with the medical questionnaire to be completed by your doctor, in a confidential envelope addressed to the Xplorassur medical advisor.

If you do not have these documents or information, you must obtain them from your doctor and send them in a confidential envelope marked for the attention of Xplorassur's medical advisor.

You must also provide any information or documents requested to justify the reason for your cancellation, including:

- all photocopies of prescriptions for medication, tests or examinations, as well as all documents proving their delivery or performance, including medical certificates containing, for prescribed medication, copies of the corresponding labels,
- Social Security statements or statements from any other similar organisation relating to the reimbursement of treatment costs and the payment of daily allowances,
- the paid invoice for any cancellation fees that you are required to pay to the travel agency or that the latter retains,
- your insurance policy number,
- in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible and, where applicable, any witnesses,
- in the event of refusal to board: proof issued by the transport company that refused you boarding, or by the health authorities; (without this proof, no compensation will be possible),
- and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of a check by our medical advisor. Therefore, if you object without legitimate reason, you will lose your rights to cover.

2.2 MISSED DEPARTURE

Effective date	Expiry of cover
Missed departure: the day of subscription to this contract	Missed departure: the day of departure – place where the group is to meet (on the outward journey)

If an unforeseeable event beyond your control occurs on the journey between your **home** and the meeting point specified by **the travel agency** and you are unable to arrive at the agreed time to board your means of transport, we will reimburse you for the cost of the ticket (if it is not reusable) to enable you to reach your destination.

This guarantee is valid provided that you have allowed at least two hours to reach the meeting point. Under no circumstances will the amount reimbursed exceed the cost of cancelling the trip.

2.3 IMPOSSIBLE DEPARTURE

Effective date	Expiration of cover
Departure not possible: on the day of the meeting point set by the original carrier	Departure impossible: on the actual day of return

WHAT DO WE COVER?

The purpose of this guarantee is to guarantee reimbursement, upon presentation of supporting documents, of the actual and irrecoverable costs incurred in the event of modification or cancellation of **the Insured's** trip by the tour operator and/or the transport company as a result of a natural event, popular unrest, riot, an attack, an act of terrorism, a health event and, more generally, for all exceptional and unavoidable circumstances that are external, irresistible and beyond the control of the travellers, the tour operator and/or the transport company and/or the local authorities.

AMOUNT OF COVER

In the event of cancellation of your trip by the travel agency and/or the airline, we will reimburse you, upon presentation of supporting documents, for the cost of return transport to your home, up to the amount indicated in the Table of Guarantees, if you are at your destination when the cancellation is announced.

Transport costs are defined as the amounts you have paid to use one of the following means of transport: taxi, bus, RER, metro or train.

If the trip is postponed by the travel agency to a new date, we will reimburse you for the postponement costs, with compensation up to the amount indicated in the Table of Guarantees. These postponement costs will be paid once per person per year as compensation for the postponement of the first trip.

This cover only applies to trips postponed to a later date within one year of the date of cancellation of the trip and accepted by you. No compensation will be paid in the event of cancellation without postponement.

WHAT WE EXCLUDE

- the absence of unforeseeable circumstances,
- a nuclear incident, civil or foreign war, or strike,
- failure of the travel agency or airline,
- an act of negligence on your part,
- cancellation/postponement due to insufficient number of participants.

HOW LONG DO YOU HAVE TO REPORT THE CLAIM?

You must notify us within five working days of the event giving rise to the claim, specifying your contract number.

HOW TO REPORT A CLAIM?

Firstly, as soon as you become aware of the incident, **you must report the claim to the insurer of the bank card you hold.**

Secondly, once you have received a response from your bank, **you must submit your claim on the claims website, the address of which can be found on the cover page of the booklet.**

You must send Xplorassur all the documents required to compile the file to prove the validity and amount of the claim.

In the event of cancellation

- the invoices for the cost of returning the goods to your home.

In the event of postponement

- the original travel booking confirmation,
- proof of cancellation and postponement,
- the signed postponement agreement.

2.4 TRANSPORT DELAY

Effective date	Expiry of guarantees
Transport delay: the day of the scheduled departure – the organiser's meeting point	Transport delay: on the scheduled day of return (place where the group disperses)

WHAT IS THE NATURE OF THE GUARANTEE?

The guarantee provides for the reimbursement of a lump sum up to the amounts indicated below if you experience a delay of more than 3 hours (flight) or 4 hours (train, boat) compared to the originally scheduled arrival time.

IN WHAT CASES DO WE INTERVENE?

Table of delays and reimbursement amounts

In the event of delay for the outbound transport

Delay of more than 3 hours (flight)	600 € maximum per person
Delay of more than 4 hours (boat or train)	130 € maximum per person

In the event of delay for the inbound transport

Delay of more than 3 hours (flight)	600 € maximum per person
Delay of more than 4 hours (boat or train)	130 € maximum per person

Compensation can be combined if the delay occurs on the outward journey, the return journey or during the trip.

WHAT ARE THE CONDITIONS FOR GRANTING THE GUARANTEE?

The guarantee is valid provided that the guaranteed journey has been made. The following delays are covered:

- flight delays of more than 3 hours from the scheduled arrival time on any scheduled flight whose timetable has been published or on charter flights whose timetable is indicated on the airline ticket or communicated by the travel agency;
- train or boat delays of more than 4 hours from the original arrival time stated on the ticket.

HOW TO REPORT A CLAIM?

Firstly, as soon as you become aware of the event, **you must report the claim to the insurer of the credit card of which you are the holder.**

Then, once you have heard back from your bank, **you must submit your claim on the claims website, the address of which can be found on the cover page of the booklet.**

As soon as you return from your trip, and no later than one month after, you must report your **claim**.

- The boarding pass stub
- A delay certificate issued and stamped by the transport company or its representative. This certificate must include the scheduled arrival time at your destination, the actual arrival time and must be in your name if you are unable to provide your boarding pass stub or proof of your presence on board.
- Any other supporting documentation that may be requested.

If you are unable to complete this procedure for any reason, the time used to calculate the compensation will be that indicated by **the travel agency** or the airline that operated the flight.

IMPORTANT:

If you fail to comply with the above obligations, it will be impossible to establish the reality of the transport delay and you will therefore not be entitled to compensation.

Furthermore, if you knowingly make a false statement or use fraudulent means or inaccurate documents, you will forfeit all rights to compensation.

WHAT WE EXCLUDE

In addition to the exclusions listed under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERAGE," we cannot intervene in the following circumstances:

- intentional misconduct or fraud on your part,
- civil war or foreign war in the country of departure, transfer or arrival of the insured flight.

It is your responsibility to prove that the delay in transport was caused by one of the events listed above, except in the case of foreign war, where, in accordance with the provisions of the French Insurance Code, it is your responsibility to prove that the delay in transport was caused by an event other than foreign war.

2.5 LUGGAGE

Effective date	Expiration of coverage
Luggage: on the scheduled day of departure - place where the organiser has requested you to assemble	Luggage: on the scheduled day of return (group dispersal point)

WHAT DO WE COVER?

We guarantee, up to the amount indicated in the table of cover amounts, your ***luggage***, personal items and effects, carried with you or purchased during your trip, outside your primary or secondary residence in the event of:

- theft,
- total or partial destruction,
- loss during transport by a ***transport company***
- theft, loss or destruction of the wheelchair.

PURCHASE OF ESSENTIAL ITEMS

If your personal luggage is not delivered to you at the destination airport (on the outward journey) and is returned to you more than 24 hours late, we will reimburse you, upon presentation of supporting documents, for the purchase of essential items and/or the rental of equipment necessary for your trip, up to the amount indicated in the table of cover amounts. **However, you cannot combine this compensation with other compensation under the "LUGGAGE" cover.**

COSTS OF REPLACING OFFICIAL DOCUMENTS

Your expenses for replacing passports, identity cards and driving licences stolen during your trip, up to the amount indicated in the table of cover, provided that you have immediately filed a complaint with the nearest police authorities and made a statement against receipt at the nearest French Embassy or Consulate.

WHAT ARE THE LIMITS OF OUR COVERAGE?

For ***valuable items***, pearls, jewellery and watches worn, furs, as well as any sound and/or image reproduction equipment and their accessories, hunting rifles and portable computers, the reimbursement value may not exceed 50% of the amount indicated in the table of guarantee amounts.

Furthermore, the items listed above are only insured against theft that is duly reported as such to a competent authority (police, transport company, flight attendant, etc.).

- **The theft of jewellery is ONLY covered when it is placed in a safe or when it is worn by you.**
- **The theft of any sound and/or image reproduction device and their accessories is covered ONLY in the event of a break-in.**

If you are using a private car, theft is covered provided that your ***luggage*** and personal belongings are contained in the locked boot of the vehicle and out of sight. ONLY THEFT BY BREAKING AND ENTRY IS COVERED.

If the vehicle is parked on a public road, cover is only provided between 7 a.m. and 10 p.m.

WHAT WE DO NOT COVER

In addition to the exclusions listed under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERAGE", we cannot intervene in the following circumstances:

- theft of ***luggage***, ***personal*** effects and ***items*** left unattended in a public place or stored in a place shared by several people,
- theft of any sound and/or image reproduction equipment and accessories when not placed in a locked safe, when not being worn, which means that such equipment is not covered when entrusted to any transport company (air, sea, rail, road, etc.),
- loss (except by a ***transport company***), exchange,
- theft without break-in duly reported and recorded by an authority (police, transport company, flight attendant, etc.),
- accidental damage caused by spillage of liquids, fatty substances, dyes or corrosive substances contained in your luggage,
- confiscation of goods by the authorities (customs, police),
- damage caused by moths and/or rodents, as well as cigarette burns or non-incandescent heat sources,
- theft from a convertible car, estate car or other vehicle without a boot,
- collections, samples belonging to sales representatives,
- theft, loss, or damage to cash, documents, books, travel tickets, and credit cards,
- the loss, damage or forgetting of ***official documents***: passport, identity card or residence permit, vehicle registration document and driving licence,
- theft of jewellery when it has not been placed in a locked safe when not being worn, which means that jewellery is not covered when entrusted to any transport company (air, sea, rail, road, etc.),
- breakage of fragile items such as porcelain, glass, ivory, pottery, marble,
- indirect damages such as depreciation and loss of use,
- the items listed below: any prostheses, equipment of any kind, trailers, securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tape or film, as well as professional equipment, laptops, mobile phones, musical instruments, food products, lighters, pens, cigarettes, alcohol, works of art, beauty products, memory cards and photographic film.

HOW MUCH DO WE COVER?

The amount shown in the table of cover amounts is the maximum reimbursement for all ***claims*** made during the period of cover.

An ***excess*** per person is shown in the table of cover amounts.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or loss during transport by a ***transport company***, you will be compensated upon presentation of proof and on the basis of the replacement value of equivalent items of the same type, less depreciation.

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the ***luggage*** or valuable item. The following year, the reimbursement amount will be calculated at 75% of the purchase price. In subsequent years, the value will be reduced by an additional 10%.

In the event of theft, you will be compensated upon presentation of proof and on the basis of the replacement value of equivalent items of the same type.

If you are unable to provide proof of purchase, a lump sum of £500 (€) per person will be paid.

Under no circumstances shall the proportional capital rule provided for in Article L.121-5 of **the French Insurance Code** apply.

Our refund will be made after deducting any refund obtained from the transport company and the **excess**.

HOW TO REPORT A CLAIM?

Firstly, as soon as you become aware of the event, **you must report the claim to the insurer of the credit card of which you are the holder.**

Next, once you have received a response from your bank, **you must file your claim on the claims website, the address of which can be found on the cover page of the booklet.**

The **claim** must be submitted to XPLOASSUR within 5 working days, except in cases of unforeseeable circumstances or force majeure; if this deadline is not met and we suffer a loss as a result, you will lose all rights to compensation.

Your **claim** must be accompanied by the following documents:

- the receipt for filing a complaint in the event of theft or a report of theft to a competent authority (police, transport company, flight attendant, etc.) in the event of theft during the stay or loss by a **transport company**,
- the report of loss or destruction to the carrier (sea, air, rail, road) when **luggage** or items have been lost, damaged or stolen while in the legal custody of the carrier.

Failure to present these documents may result in the loss of your right to compensation.

The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property.

You are required to prove, by any means at your disposal and by any documents in your possession, the existence and value of these goods at the time of the loss, as well as the extent of the damage.

If you knowingly use inaccurate documents as justification, or use fraudulent means, or make inaccurate or incomplete statements, you will forfeit all rights to compensation, without prejudice to any legal action we may then be entitled to take against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF YOUR LUGGAGE, ITEMS OR PERSONAL BELONGINGS?

You must notify the XPLOASSUR manager immediately as soon as you are informed:

- if we have not yet paid you compensation, you must take back the luggage, items or personal effects; we will then only be liable for any damage or missing items.
- If we have already compensated you, you may choose within 15 days:
 - either to abandon the said luggage, items or personal effects in our favour,
 - or to take back the said baggage, items or personal effects in exchange for the compensation you have received, less, where applicable, the portion of this compensation corresponding to the damage or loss.

If you do not make a choice within 15 days, we will assume that you have opted to relinquish your rights.

2.6 REPATRIATION ASSISTANCE

Effective date	Expiration of cover
Repatriation assistance: on the scheduled departure date - at the meeting point specified by the organiser	Repatriation assistance: on the scheduled day of return (place where the group disperses)

If you find yourself in one of the situations described below, we will provide the services described, through MUTUAIDE ASSISTANCE - 126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex, in accordance with the general and specific provisions of this contract, the services described, upon a simple telephone call (collect calls accepted from abroad) or by sending a telex, fax, telegram or email.

In all cases, the decision to provide assistance and the choice of appropriate means shall be the sole responsibility of the MUTUAIDE ASSISTANCE doctor, after contacting the attending doctor on site and, where applicable, the **member's** family. Only the medical interests of **the member** and compliance with the health regulations in force shall be taken into consideration when deciding on transport, the means of transport used and the place **of hospitalisation**. Under no circumstances shall **the Assistance Provider** replace the local emergency services.

WHAT DO WE GUARANTEE?

A/ ASSISTANCE IN THE EVENT OF ILLNESS OR INJURY

PRE-DEPARTURE TELECONSULTATION

For any information and advice you may require to help you organise and ensure your trip runs smoothly, you can contact us 24 hours a day, 7 days a week.

The information covers the following areas:

Health information: Health, hygiene, vaccinations, precautions to take, main hospitals, advice for women, jet lag, travelling with animals.

We are also available to provide any information you may require if you are travelling during an epidemic or pandemic. If necessary, we will put you in touch with one of our doctors.

Information is provided by telephone and is not subject to written confirmation or the sending of documents.

Information services are provided between 8:00 a.m. and 7:00 p.m. and within the time normally required to satisfy the request. However, regardless of the time of your call, we will take your details and your request and call you back to provide you with the information you require.

REPATRIATION OR MEDICAL TRANSPORT

If you fall *ill* (including in the event of an **epidemic** or **pandemic**) or are injured during a trip covered by our insurance, **we will organise** and **cover the cost of** your repatriation, as well as your bicycle if necessary, to your **home** or to a hospital near your home.

Only medical requirements will be taken into account when deciding on the date of repatriation, the choice of transport or the place of **hospitalisation**.

The decision to repatriate is made by our medical advisor, after consulting the attending doctor and, if necessary, your family doctor. During your repatriation, and on the recommendation of our medical advisor, **we will organise** and **cover** the cost of transport for a companion to accompany you.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance guarantee.

ASSISTANCE DURING REPATRIATION OR MEDICAL TRANSPORT

You are medically repatriated or you die during a trip covered by the policy.

If they are unable to return by the means originally planned, **we will organise** and **pay for** transport to **the home of your beneficiary family members** or an insured person accompanying you at the time of the event, by first-class train or economy class airline.

PRESENCE IN THE EVENT OF HOSPITALISATION

You are hospitalised locally on the decision of our medical team, prior to your medical repatriation, for a period exceeding 7 days. **We will organise** and **cover** the cost of return travel by first-class train or economy class airline ticket for a **family member** residing in the same country as you, as well as their accommodation costs (room and breakfast) so that they can be at your bedside.

We will cover the cost of their accommodation up to the amount indicated in the Table of Benefits. Meals and other expenses will remain the responsibility of this person in all cases.

This cover cannot be combined with the "ACCOMPANYING PERSON DURING REPATRIATION OR MEDICAL TRANSPORT" cover.

EXTENDED HOTEL STAY

If your state of health does not require **hospitalisation** or medical transport and you are unable to return on the date originally planned, **we will cover** your additional hotel accommodation costs and those **of your family members** who are members or a person who is a member under this contract and accompanying you, up to the amount indicated in the Table of Guarantees.

This cover also applies in the event of MAM being lowered, on the recommendation of our medical advisor.

As soon as your state of health allows, **we will organise** and **cover** your additional transport costs and, where applicable, those **of your family members** who are members, or of a member who has remained with you, if the tickets provided for your return journey and theirs cannot be used as a result of this event.

In addition, if, following the loss or theft during your trip of your identity documents essential for your return to your country of origin or preventing you from continuing your stay, **we will cover** your additional hotel accommodation costs and those **of your family members** who are members or a person who is a member under this contract and accompanying you, up to the amount indicated in the table of cover amounts.

HOTEL EXPENSES

We will reimburse one person accompanying you for their hotel expenses up to the amount indicated in the table of benefits in the following cases:

- you are hospitalised in a different city from the one indicated on your registration form,
- you die and one of your companions wishes to remain with the body while the administrative procedures are being completed.

RETURN IMPOSSIBLE in the event of an epidemic or pandemic

Your flight has been cancelled due to travel restrictions imposed by the local government or airlines in the event of **an epidemic** or **pandemic**.

If you are required to extend your stay, **we will organise** and **cover** the hotel costs (room and breakfast) **for you** and **any family members** or accompanying persons who are members, up to the amount indicated in the Table of Benefits.

We will organise and **cover the cost** of your repatriation to **your home**, up to the limit indicated in the Table of Benefits.

HOTEL COSTS FOLLOWING QUARANTINE

If you are required to extend your stay due to **quarantine**, **we will organise** and **cover** the hotel costs (room and breakfast) **for you** and any **family members** or accompanying persons who are members, up to the amount indicated in the table of cover amounts.

COVERAGE OF LOCAL TELEPHONE CHARGES (OUTSIDE YOUR COUNTRY OF RESIDENCE)

In the event of quarantine during a trip covered by the policy outside your country of residence.

We will cover the cost of setting up a local telephone package, up to the limit indicated in the table of cover amounts.

MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

When **medical expenses** (including in the event of illness related to an **epidemic or pandemic**) have been incurred with our prior agreement, we will reimburse you for the portion of these expenses that has not been covered by any insurance organisations with which you are affiliated.

We will only pay once the insurance organisations mentioned above have reimbursed you, minus any **excess** as shown in the table of cover, and provided you have given us the original receipts from your insurance organisation.

This reimbursement covers the costs defined below, provided that they relate to treatment received by you outside your country of residence as a result of **illness** or **accident** occurring outside your country of residence.

In this case, we will reimburse the amount of the expenses incurred up to the maximum amount indicated in the table of benefits. If the insurance company you pay contributions to does not cover the **medical expenses** incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to your providing us with the original **medical expense** invoices and a certificate of non-payment from the insurance company. This benefit ceases on the date on which we are able to repatriate you.

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

- medical fees,
- cost of medication prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital, and only if the insurance companies refuse to cover the costs,
- **hospitalisation** costs, provided that you are deemed unfit for transport by the Assistance doctors, after gathering information from the local doctor (**hospitalisation** costs incurred from the day we are able to repatriate you are not covered),
- emergency dental expenses (capped at the amount indicated in the table of benefits, with no **excess** applicable),
- PCR test costs, if the test is positive.

EXTENSION OF COVERAGE: ADVANCE PAYMENT OF HOSPITALISATION EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

We may, within the limits of the amounts covered above, advance the **hospitalisation** costs you incur outside your country of residence, subject to all of the following conditions:

- ✓ MUTUAIDE ASSISTANCE doctors must determine, after gathering information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- ✓ The care to which the advance payment applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- ✓ You or any person authorised by you must formally undertake, by signing a specific document provided by MUTUAIDE ASSISTANCE when this service is implemented:
 - to take steps to claim reimbursement of expenses from insurance organisations within 15 days of the date on which MUTUAIDE ASSISTANCE sends the necessary documents for these steps,
 - to reimburse MUTUAIDE ASSISTANCE for any sums received from insurance companies in this regard within one week of receiving such sums.

We will only be responsible for expenses not covered by insurance companies, up to the amount covered for **"medical expenses."** You must provide us with a statement from these insurance companies confirming that they will not cover the expenses within one week of receiving it.

In order to protect our future rights, we reserve the right to ask you or your beneficiaries for a letter of commitment undertaking to take the necessary steps with the social security organisations and to reimburse us for any sums received.

If you fail to take the necessary steps to obtain coverage from the insurance companies within the specified time limit, or if you fail to provide MUTUAIDE ASSISTANCE with the certificate of non-coverage issued by these insurance companies within the specified time limit, you will not be entitled to claim the **"medical expenses"** benefit and will be required to reimburse MUTUAIDE ASSISTANCE for all **hospitalisation** costs advanced by it, which will, where applicable, take all necessary steps to recover these costs, the cost of which will be borne by you.

COVERAGE OF TELEPHONE COSTS WITH THE ASSISTANCE PLATFORM

In the event of hospitalisation or **quarantine**, **we will cover** your telephone costs with the assistance platform, upon presentation of your bill and within the limits indicated in the table of guaranteed amounts.

B/ASSISTANCE IN THE EVENT OF DEATH

REPATRIATION OF THE BODY

You die during a trip covered by the policy. **We will organise** the repatriation of your body to the place of funeral in your country of residence.

In this context, **we will cover**:

- the cost of transporting the body,
- the costs of preservation required by applicable legislation,
- the costs directly incurred for transporting the body (handling, special transport arrangements, packaging) up to the amount indicated in the table of benefits,
- the repatriation of the deceased's personal effects.

DEATH FORMALITIES

If the presence of a **family member** or close relative of the deceased is essential to identify the body and complete the repatriation or cremation formalities, **we will organise** and **pay for** a first-class return train ticket or economy class airline ticket, as well as accommodation costs (room and breakfast) incurred on behalf of this person up to the amount indicated in the table of benefits. All other costs shall be borne by the family of the deceased.

C/ TRAVEL ASSISTANCE

RETURN OF CHILDREN UNDER 18

If you are **ill** or injured and no one is able to look after your children under 18, **we will organise** and **pay for** the return journey of a person of your choice or one of our hostesses to take them back to your **home** or that of a **member of your family**.

EARLY RETURN

If you have to cut short your trip in any of the circumstances listed below, **we will cover** your additional transport costs and, where applicable, the return of your bicycle and those **of your family** members or any other person covered by this contract who is travelling with you, if the tickets for your return journey and theirs cannot be used as a result of this event. We will intervene in the event of:

- serious illness, serious accident resulting in **hospitalisation** or death of a **member of your family**, your professional replacement, the person responsible for looking after your minor children or a disabled person living in your household, your legal guardian, or a person who usually lives in your household,
- **quarantine** following an **epidemic** or **pandemic** of a **member of your family**, your professional replacement, the person responsible for the care of your minor children or a disabled person living under your roof, the legal guardian, or a person who usually lives under your roof,
- Serious material damage requiring your presence and affecting your home and business premises following a burglary, fire or water damage.

SENDING MEDICATION ABROAD

During a trip covered by your insurance outside your country of residence, you are deprived of medication essential to your health as a result of loss or theft. **We will take care** of finding and delivering these medicines if they or their equivalents recommended by MUTUAIDE ASSISTANCE doctors cannot be found locally (provided that you give us the contact details of your doctor).

We will arrange for the medicines to be shipped by the fastest means possible, subject to local and French legal restrictions.

Customs fees and the cost of purchasing the medicines are your responsibility.

TRANSMISSION OF MESSAGES

You are unable to contact someone in your country of residence. We will forward the message if you are unable to do so. Messages forwarded cannot be of a serious or sensitive nature. Messages remain the responsibility of their authors, who must be identifiable, and are binding only on them.

We only act as an intermediary for their transfer.

ADVANCE PAYMENT ABROAD

During a guaranteed trip outside your country of residence, your means of payment or official documents (passports, national identity card, etc.) have been lost or stolen. Simply call our service and we will inform you of the steps to take (filing a complaint, renewing your documents, etc.).

The information provided is documentary in nature and is covered by Article 66.1 of the amended law of 31 December 1971. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we may grant you an advance payment up to the amount indicated in the Table of Guarantees, against a promissory note issued to MUTUAIDE ASSISTANCE. This advance payment is repayable to MUTUAIDE ASSISTANCE within 30 days of the funds being made available.

In the event of non-payment, we reserve the right to take all necessary legal action to recover the amount owed.

NEED LEGAL ASSISTANCE ABROAD

a) Payment of fees

We will cover, up to the amount indicated in the table of guarantee amounts, the fees of the legal representatives you engage if you are prosecuted for an unintentional violation of the law of the foreign country in which you are located.

b) Advance payment of bail

If, in the event of unintentional violations of the laws of the country in which you are travelling, you are required by the authorities to pay a criminal deposit, we will advance this amount up to the limit indicated in the table of cover amounts. This advance payment must be reimbursed within one month of the date on which we send you the request for reimbursement.

If the criminal deposit is refunded before this period by the authorities of the country, it must be returned to us immediately.

SEARCH AND RESCUE COSTS

We will cover the costs of search and rescue at sea, in the mountains or in an isolated area following an event that puts your life in danger, up to the amount indicated in the table of guaranteed amounts.

Only costs invoiced by a company duly authorised for such activities may be reimbursed.

Under no circumstances can we replace local emergency services.

COVERAGE OF TRANSPORT COSTS TO THE EMBASSY IN THE EVENT OF LOST DOCUMENTS

We will cover the cost of transport to the Embassy, up to the amount indicated in the Table of Guaranteed Amounts.

REPLACEMENT DRIVER FOR STAYS IN EUROPE

If you fall *ill* or are injured during a trip covered by the policy in one of the countries listed below and are unable to drive your vehicle: if none of the passengers is able to replace you, we will provide a driver to return the vehicle to your place of residence via the most direct route.

We will cover the travel expenses and the driver's salary.

The driver is required to comply with labour legislation and, in particular, must observe a 45-minute break after 4.5 hours of driving, with the total daily driving time not exceeding 9 hours, in accordance with current French regulations.

If your vehicle is more than 8 years old and/or has more than 150,000 km, or if its condition and/or load does not comply with the standards defined by the French Highway Code, you must inform us.

We reserve the right not to send a driver.

In this case, and in lieu of providing a driver, we will provide and pay for a first-class train ticket or an economy class plane ticket to pick up the vehicle.

This service is only available in the following countries: **France** (including Monaco, Andorra, except DOM-ROM, COM and sui generis communities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, the Netherlands, Luxembourg, the United Kingdom, Ireland, Denmark, Norway, Sweden, Finland and Iceland.

Fuel costs, tolls, hotel and restaurant expenses for any passengers remaining are your responsibility.

PSYCHOLOGICAL SUPPORT

In the event of significant trauma following a covered event, we can, at your request, put you in touch with a psychologist by telephone, within the limits indicated in the Table of Benefits. These consultations are completely confidential.

This listening service should not be confused with psychotherapy provided by a private practitioner. Under no circumstances can this service replace psychotherapy, due to the physical absence of the caller.

ON-SITE PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

In the event of significant trauma following your quarantine due to an **epidemic** or **pandemic**, we can, at your request, put you in touch with a psychologist by telephone, within the limits indicated in the Table of Guarantees. These consultations are completely confidential.

This listening service should not be confused with psychotherapy provided by a private practitioner. Under no circumstances can this service replace psychotherapy, due to the physical absence of the caller.

EMERGENCY KIT

If you do not have enough usable personal belongings at your disposal due to **quarantine** or **hospitalisation** following an **epidemic** or **pandemic**, **we will cover the cost** of essential items up to the amount indicated in the Table of Guarantees, upon presentation of supporting documents.

D/ADDITIONAL ASSISTANCE FOR INDIVIDUALS

If, during your trip, you fall *ill* or have an **accident** resulting in emergency **hospitalisation** for more than 48 hours and your repatriation, we will provide you with additional services and benefits, provided that you request them within 15 days of your return home.

These benefits are only available in **France** and are available Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided that you contact us no later than 7 p.m. the day before.

The services we offer are as follows:

CAREGIVER

In the event of **illness**, upon your return **home**, we **will** arrange and **cover** the cost of sending a nurse to your home, up to the limit set out in the table of cover amounts and **excess**. The nurse is not a substitute for a healthcare professional such as a nurse or doctor to provide care.

DELIVERY OF MEDICATION

If you are unable to travel and have been prescribed essential medication, we will:

- With the prescription you send us, we will take the necessary steps to find, purchase and deliver these medicines to your home, subject to their availability in pharmacies.
 - We will pay for the cost of the medication in advance, which you will reimburse us when it is delivered to you.
- We will cover the delivery service.

MEAL DELIVERY AND SHOPPING

When you are unable to leave your home:

- **We will organise** and **cover**, subject to local availability, the delivery costs of your shopping during the period specified in the table of cover amounts and **excess**, up to a maximum of one delivery per week.
- **We will organise** and **cover**, subject to local availability, the cost of meal delivery, up to a maximum of four deliveries per claim.

DELIVERY OF GROCERIES FOLLOWING REPATRIATION following an illness related to an epidemic or pandemic

If you are repatriated by us due to an illness related to an **epidemic** or **pandemic** and are unable to leave your home, **we will organise and cover**, within the limits of local availability, the cost of delivering your groceries up to the limit set out in the Table of Benefits.

HOUSEHOLD ASSISTANCE

If you are unable to carry out your usual tasks yourself, we will find, assign and **pay for** a domestic helper, within the time limit set out in the table of cover amounts and **excess**, spread over 4 weeks.

DOMESTIC HELP following repatriation due to an illness related to an epidemic or pandemic

Following your repatriation by us due to an illness related to an **epidemic** or **pandemic**, if you are unable to carry out your usual household tasks yourself, we will find, assign and **pay for** a domestic helper, within the limits indicated in the Table of Guarantees.

CHILD CARE

If you have children under the age of 16 at home:

- either **we will organise** and **pay for** childcare at your home between 7 a.m. and 7 p.m., subject to local availability, up to the amount specified in the Table of Guarantees and **Excess**.

If no relative is available, the person responsible for looking after your children may take them to school or nursery and pick them up again.

- or we will provide one of your relatives residing in mainland France with a return ticket (train or plane) so that they can come to your home to look after them.
- We will provide your children with a return ticket (train/plane) to travel to a relative living in mainland France. They will be accompanied by a hostess appointed by our services.

EDUCATIONAL SUPPORT FOR CHILDREN UNDER 10

If, following an accident or **illness**, your child under the age of 10 is immobilised for a period of more than 15 consecutive days, resulting in school absence of the same duration, **we will organise** and **pay for** private lessons with a tutor, subject to local availability, for up to 15 hours per week for a maximum of one month.

Our guarantee applies from the first month of immobilisation and during the current school year for primary and secondary school children (first and second cycles).

PET CARE

When you are unable to look after your pets, we will organise and cover the costs of pet care for the period specified in the table of cover amounts, subject to local availability.

MAIN RESIDENCE ASSISTANCE

If, during your trip abroad, your **home** is flooded, suffers a fire or burglary and the damage is such that protective measures are necessary, **we will cover** your accommodation costs, within the limits set out in the table of cover amounts, if your home is uninhabitable as a result of the damage. This benefit is only payable in mainland France.

PSYCHOLOGICAL SUPPORT following repatriation due to an illness related to an epidemic or pandemic

In the event of significant trauma following an event related to an **epidemic** or **pandemic**, we can, upon your request, put you in touch with a psychologist by telephone upon your return **home**, within the limits indicated in the Table of Benefits. These consultations are completely confidential.

This listening service should not be confused with psychotherapy provided by a private practitioner. Under no circumstances can this service replace psychotherapy, due to the physical absence of the caller.

WHAT WE DO NOT COVER

In addition to the exclusions listed in the section entitled "WHAT ARE THE GENERAL EXCLUSIONS FROM ALL OUR COVERAGE?", we do not cover:

- convalescence and conditions (**illness**, **accident**) undergoing treatment that have not yet stabilised by the date of departure,
- pre-existing **illnesses** diagnosed and/or treated that resulted in hospitalisation in the four months prior to the request for assistance,
- trips undertaken for the purpose of diagnosis and/or treatment,
- pregnancy, except in the case of unforeseeable complications, and in all cases from the 32nd week of pregnancy,
- conditions resulting from the consumption of alcohol, drugs, narcotics and similar products not prescribed by a doctor,
- the consequences of suicide attempts.

For coverage of **medical**, surgical, pharmaceutical or hospitalisation **expenses** abroad:

- expenses resulting from an accident or illness medically diagnosed before
- the cover came into effect, unless there is a proven and unforeseeable complication,
- expenses incurred for the treatment of a medical, physiological or physical condition diagnosed before the cover takes effect, unless there is a proven and unforeseeable complication,
- the costs of internal, optical, dental, acoustic, functional, cosmetic or other prostheses, the costs incurred in mainland France and in the overseas departments, whether or not they are the result of an accident or illness occurring in **France** or abroad,
- the costs of spa treatment and stays in a convalescent home, the costs of rehabilitation,

- expenses incurred without our prior consent,
- the consequences of deliberate non-compliance with the regulations of the countries visited, or the practice of activities prohibited by local authorities,
- any voluntary mutilation of **the member**,
- minor illnesses or injuries that can be treated locally and/or do not prevent **the member** from continuing their trip,
- events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental in nature,
- the consequences of infectious risk situations in an epidemic context that are subject to quarantine or specific preventive or surveillance measures by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin (unless otherwise stipulated in the cover),
- stays in nursing homes and related expenses,
- rehabilitation, physiotherapy, chiropractic treatment and related expenses,
- planned hospitalisation.

HOW TO REPORT A CLAIM?

Firstly, as soon as you become aware of the incident, you must report the claim to the insurer of the bank card you hold.

Secondly, once you have received a response from your bank, you must submit your claim on the claims website, the address of which can be found on the cover page of the booklet.

By telephone

You will find the telephone number on the cover page of the booklet.

By fax

From France: +33 (0)1 45 16 63 92 or +33 (0)1 45 16 63 94

From abroad: +33 (0)1 45 16 63 92 or +33 (0)1 45 16 63 94

Preceded by the local international access code

By email

voyage@mutuaide.fr

And obtain prior approval from MUTUAIDE ASSISTANCE before incurring any expenses, including medical expenses.

For all reimbursement requests, you must:

To submit your claim for reimbursement, you must send the supporting documents relating to your claim to MUTUAIDE ASSISTANCE - Claims Management "Assistance" - 126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex

When MUTUAIDE ASSISTANCE has organised your transport or repatriation, you must return the original transport tickets to MUTUAIDE ASSISTANCE, as they become our property.

2.7 INTERRUPTION OF STAY AND ACTIVITY

Effective date	Expiration of cover
Interruption of stay and activities: on the scheduled day of departure - meeting point specified by the organiser	Interruption of stay and activities: on the scheduled day of return (place where the group disperses)

WHAT DO WE COVER?

INTERRUPTION OF STAY

Following your medical repatriation organised by MUTUAIDE ASSISTANCE or by any other assistance and/or **hospitalisation** company on site (including following an epidemic or pandemic) and/or quarantine (including following an **epidemic** or **pandemic**), we will reimburse you and **your family members** who are members or persons registered on the same file under this contract accompanying you for the costs of accommodation already paid and not used, from the night following the event leading to medical repatriation, **hospitalisation** on site or quarantine.

Any service that has been partially used will be refunded on a pro rata basis.

The travel agency must provide details of the services not used for each day of travel not taken. If it is not possible to provide details of the services not used, our refund will be calculated on a pro rata basis from the night following the event leading to medical repatriation, **hospitalisation** on site or quarantine.

Similarly, if a **member of your family** who is not participating in the trip is affected by a **serious illness**, **serious bodily injury** or death, and you are therefore required to interrupt your stay and we proceed with your repatriation, we will reimburse you and **your family members** who are members or persons registered on the same file, under this contract accompanying you, on a pro rata basis, for the accommodation costs already paid and not used (excluding transport) from the night following the date of early return.

We also intervene in the event of theft, serious damage caused by fire, explosion, water damage or natural forces to your business or private premises, and where your presence is essential to take the necessary protective measures. We will reimburse you and **any family members** who are members or persons registered on the same file under this contract accompanying you, on a pro rata basis, for any accommodation costs already paid and not used (excluding transport) from the night following the date of early return.

Finally, in the event of **hospitalisation** or **quarantine** during your stay, definitively interrupting the continuation of your trip, we will reimburse you and **your family members** who are members or persons registered on the same file under this contract

accompanying you, for the costs of the stay already paid and not used (transport not included) on a pro rata basis from the night following the event leading to **hospitalisation**.

INTERRUPTION OF ACTIVITIES

If you, a **member of your family** who is insured and accompanying you, or persons listed on the same file under this contract accompanying you, are **ill** and can no longer perform a temporary service for medical reasons that do not require your repatriation or **hospitalisation** but are incompatible with your state of health and on medical decision, we will cover the costs up to the amount specified in the table of benefits, provided that this service has been invoiced by the tour operator.

WHAT WE DO NOT COVER

In addition to the exclusions listed under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERAGE", we cannot intervene in the following circumstances:

- cosmetic treatment, a health cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences,
- mental or psychological illness or depression not requiring **hospitalisation** for less than three days,
- **epidemics** (unless otherwise specified in the cover).

HOW TO REPORT A CLAIM

Firstly, as soon as you become aware of the event, you must report the claim to the insurer of the bank card of which you are the holder.

Then, once you have heard back from your bank, you must report the claim on the claims website, the address of which can be found on the cover page of the booklet.

In all cases, you will be asked to provide detailed invoices from **the travel agency** showing the land and transport services provided.

Medical information may be requested by our medical advisor for the purposes of processing the claim.

If the medical information required for the investigation is not provided to our medical advisor, the claim cannot be settled.

2.8 COMPENSATION TRIP

(Not cumulative with the costs of interruption of stay and activities - Art 2-7)

Effective date	Expiration of cover
Compensation trip: the scheduled departure date (place where the organiser asked you to meet)	Compensation travel: the scheduled day of return (place where the group disperses)

WHAT DO WE GUARANTEE?

We guarantee the same events as in Article 2-7 INTERRUPTION OF STAY AND ACTIVITIES. You are entitled to a new

trip equal to the initial package or transport fare, within the limits indicated in the table of cover amounts. This amount will be paid in the form of a credit note to **the travel agency**.

This guarantee cannot be combined with compensation for the costs of interruption of stay and activities. This amount must be used within FIFTEEN MONTHS of the event that caused your repatriation and is only valid at the agency where you purchased your original trip.

2.9 CIVIL LIABILITY "PRIVATE LIFE"

WHAT DO WE COVER?

This contract offers you the following cover:

- damage you cause to third parties during your trip:
 - Private life civil liability cover.

TERRITORIALITY

The cover provided under this contract is valid worldwide* for the duration of the stay authorised by the legislation of the country concerned.

It is hereby reiterated that the applicable regulations correspond to the legislation of the country in which the damage occurred.

***Worldwide except: Areas of countries formally advised against by the Ministry of Foreign Affairs and countries that have recently suffered natural disasters.**

LIMITS OF COVERAGE

See the Coverage Table. Coverage limits per claim and for the duration of the trip.

WHAT WE EXCLUDE

Regardless of the cover chosen, we never insure:

- damage resulting from an activity other than that stated in the contract (trip);
- the consequences of the insured's fault, if intentional or fraudulent (however, this exclusion does not apply to damage caused to others by persons for whom the insured is civilly liable);
- the consequences of acts of war;
- the consequences of handling illegal weapons;
- the consequences of earthquakes, volcanic eruptions, tidal waves, hurricanes, cyclones, landslides or subsidence;
- the consequences of the insured person's participation in attacks, riots, popular uprisings, acts of terrorism, sabotage, vandalism, malicious acts, brawls (except in cases of self-defence);
- liability for claims relating to losses directly or indirectly caused by or linked to asbestos or any other material containing asbestos in any quantity whatsoever;
- non-material damage not resulting from bodily injury or material damage, whether covered or not;
- damage or aggravation of damage caused by the direct or indirect effects of radioactivity due to an atomic explosion or any other source of ionising radiation, except where resulting from acts of terrorism or terrorist attacks (Law of 23/01/06);
- damage to motorised land vehicles subject to compulsory insurance, sailing boats, motor boats and other vessels, aircraft including microlights and paramotors, and model aircraft owned, used or kept by the insured party;
- the payment of fines;
- the consequences of the insured's participation in a bet;
- the transport of explosives;
- the storage, transport and use of fireworks whose use is regulated;
- the consequences of any accidents related to a professional activity.

In addition to these general exclusions, there are specific exclusions listed under each type of cover.

DEFINITIONS

Insured - Any person named in the membership contract.

We - The insurer with whom you have taken out your contract.

Policyholder - The signatory of the contract who thereby undertakes to pay the premiums.

You - The insured.

Accident / Accidental - Any sudden, unforeseen event external to the victim or the damaged property and constituting the cause of the damage.

Domestic animals - Animals belonging to a species that usually lives with humans, excluding those used for agricultural purposes.

Environmental damage -

- emission, dispersion, discharge or deposit of any solid, liquid or gaseous substance diffused into the atmosphere, soil or water;
- production of odours, noise, vibrations, temperature variations, waves, radiation exceeding the normal limits of neighbourhood obligations.

Third party - Any person, natural or legal, other than the insured or the policyholder.

Beneficiary - A person who is entitled to benefits paid not in their own right but by virtue of their relationship with the insured.

Common law scale - Reference scale used to establish the functional disability rating of the insured person, excluding any professional considerations. It is published by the journal "Le Concours Médical" under the title "Indicative scale for assessing disability ratings under common law".

Spouse - The legal spouse, cohabiting partner or partner in a civil partnership (PACS).

Consolidation - Date from which the consequences of the accident suffered by the insured person are stabilised.

Bodily injury - Any physical harm (injury, death) suffered by a person.

Intangible damage - Any damage resulting from the deprivation of the enjoyment of a right, the interruption of a service provided by a person or property, or the loss of a benefit.

Material damage - Any deterioration or disappearance of property, as well as any damage suffered by a domestic animal.

State of alcohol intoxication - Blood alcohol level at which offences under Articles L 234-1 and R 234-1 of the Highway Code or equivalent provisions of foreign legislation are committed.

Excess - The portion of the loss that remains your responsibility when settling a claim.

Hospitalisation - Stay in a public or private hospital.

Permanent disability - Permanent, partial or total loss of a person's functional capacity, expressed as a percentage and established by medical expertise.

Working days - Days of the week excluding Saturdays, Sundays and public holidays.

Information notice - Document provided to you before the conclusion of your contract to enable you to assess the cover you have chosen.

Statute of limitations - Period after which no further claims can be made.

Relative - Spouse, cohabiting partner, brother, sister, ascendants or descendants

Claim - All harmful consequences of an event giving rise to the application of one of the guarantees provided for in the contract. Claims arising from the same event constitute a single claim.

A liability claim is any damage or series of damages caused to third parties, for which the insured is liable, resulting from a harmful event and giving rise to one or more claims. The harmful event is the event that causes the damage. A series of harmful events with the same technical cause is considered a single harmful event.

Third party - Any person other than the insured.

COVER

We guarantee the financial consequences of civil liability that the insured may incur during the trip covered by this contract as a result of damage:

- bodily injury,
- property damage,
- non-material damage directly resulting from bodily injury or material damage covered, caused to others and resulting from an accident,

Specific exclusions:

In addition to the general exclusions in your contract, we do not cover:

- the financial consequences of the insured's liability resulting from:
 - any professional activity, elected office, trade union position, or position as an association leader;
 - any role as organiser, de jure or de facto, of festive, sporting or cultural events;
 - hunting, air sports, all sports on a professional basis, including during trials;
 - the practice of a sport, where the insured's liability is covered by an insurance policy attached to a licence issued by an official federation;
 - the organisation of and participation in all events, contests, races or competitions, as well as all preparatory events requiring prior authorisation or subject to compulsory insurance;
 - breaking dams and dykes;
 - the manufacture, storage or handling of explosives;
 - damage resulting from environmental damage;
- damage caused by:
 - any motorised land vehicle subject to compulsory insurance;
 - buildings owned, leased or occupied by the insured for any purpose whatsoever;
 - any aircraft;
 - any sailing boat (except windsurf boards and boats powered solely by human energy) or any motorised boat;
- damage suffered by:
 - buildings owned, leased or occupied by the insured for any purpose;
 - property, objects or animals owned, held or used by the insured, their ascendants and descendants, their collateral relatives and their spouses.

Scope of cover over time

The guarantee is triggered by the damaging event and covers the insured against the financial consequences of claims, provided that the damaging event occurs between the initial effective date of the guarantee (date of departure) and its expiry date (last day of the trip), regardless of the date of the other elements constituting the claim.

WHAT WE DO IN THE EVENT OF A CLAIM**A/ Formalities and deadlines to be observed**

- For all claims, formalities to be completed and documents to be sent to us: You must:
 - make every effort to limit the consequences of the claim as much as possible;
 - inform us of:
 - the nature of the claim,
 - the circumstances in which it occurred,
 - the known or presumed causes or consequences,
 - the nature and approximate amount of the damage,
 - the names of the persons involved, as well as the names of their insurers and any witnesses.
 - send us within 48 hours of receipt any notices, letters, summonses, extrajudicial documents or procedural documents addressed to you or notified to you concerning the claim.
- Deadlines for reporting or transmitting documents (except in cases of unforeseeable circumstances or force majeure):
 - Civil liability claims:
 - as soon as you become aware of it and no later than within 5 working days;
- **FAILURE TO COMPLY WITH THE REPORTING DEADLINE**
In the event of failure to comply with the deadline for reporting the claim and insofar as we can establish that this has resulted in a loss for us, you will lose the benefit of the cover provided by your contract for the claim in question, except in cases of unforeseeable circumstances or force majeure.
- **FAILURE TO COMPLY WITH FORMALITIES AND DEADLINES FOR SUBMITTING DOCUMENTS**
If you fail to comply with the formalities or deadlines for submitting documents, we may claim damages from you in proportion to the loss incurred by us.
- **FALSE DECLARATIONS**
In the event of false statements made knowingly about the nature, causes, circumstances or consequences of a claim, you will lose the benefit of the cover provided by your contract for that claim.

B/ Compensation

Coverage is provided up to the limits indicated in the table of coverage amounts and deductibles.

We will pay any compensation due to third parties on your behalf.

Terms and conditions for applying the amounts of cover

➤ Determination of insured amounts

Coverage is provided per claim up to the amounts and subject to the deductibles set out in the table of coverage amounts and deductibles.

Legal costs, discharge costs and other settlement costs shall not be deducted from the amount of cover. However, in the event of a conviction exceeding this amount, they shall be borne by the insurer and the insured in proportion to their respective shares in the conviction.

➤ Provisions relating to guarantees set per claim

In all cases where cover is provided up to a fixed amount per claim, it shall apply to all claims relating to damage or a series of damages resulting from a single damaging event or a series of damaging events with the same technical cause.

The amount retained shall be that applicable on the date of the harmful event (or the first harmful event in the case of a series of harmful events having the same technical cause).

It is then automatically reduced by the compensation paid or due until it is exhausted.

C/ Application of deductibles

With regard to the Civil Liability excess provided for in the contract, you shall remain liable for:

- any damage whose amount does not exceed the excess;
- the amount of the excess, where the amount of the damage exceeds the excess.

D/ Payment of compensation

Once we have agreed on the compensation, it will be paid within the following time limits: Civil liability:

- within 10 days of the agreement

HOW THE CONTRACT WORKS

The insurance contract is subject to specific regulations that apply to both insurers and insured parties. The main provisions of these regulations are contained in the **Insurance Code**.

Effective date	Expiration of cover
From the date of departure (specified in the personal conditions)	Last day of the trip (specified in the personal conditions)

2.10 EXCESS WAIVER**WHAT DO WE COVER?**

Following a collision for which **the member** is deemed responsible, resulting in material damage to the rented vehicle or in the event of theft of the latter, the company will reimburse, up to the amount indicated in the table of cover, all or part of the **excess** payable

in the rental agreement and payable by **the member**, corresponding to the cost of repairing or restoring the rental vehicle.

Provided that **the member** has taken out this insurance and paid the corresponding premium, the cover shall take effect upon delivery of the vehicle keys to **the member** by the rental company and shall expire under the same conditions upon return of the keys of the rented vehicle to the rental company.

WHAT WE EXCLUDE

In addition to the general exclusions provided for in Title 3 of these General Terms and Conditions, the following are not covered:

- events not specified in the article "nature of the cover" and in the article "extension of towing costs" are excluded,
- wear and tear on the vehicle,
- damage caused by a manufacturing defect,
- expenses other than the cost of repairing or replacing the vehicle (except for towing costs charged by the rental company to **the member**),
- accidents caused by a blood alcohol level exceeding the maximum permitted by French law or under the influence of illegal substances,
- damage caused by the confiscation, removal or requisition of the vehicle by the police authorities,
- damage if **the member** has deliberately failed to comply with the rules of conduct and safety (including, but not limited to, maintaining a safety distance of 15 metres between snowmobiles) relating to snowmobile touring, or if they are caught in the act of damaging the rented vehicle,
- breakage of equipment supplied with the vehicle (helmets, clothing, etc.).

WHAT ARE THE LIMITS OF THE COVERAGE?

Compensation applies up to the amount indicated in the table of cover, and in addition to the cover provided by the rental company's contract, without exceeding the excess payable by **the member**.

WHAT SHOULD YOU DO IN THE EVENT OF A CLAIM?

Firstly, as soon as you become aware of the event, you must report the claim to the insurer of the credit card of which you are the holder.

Next, once you have received a response from your bank, you must file your claim on the claims website, the address of which can be found on the cover page of the booklet.

In the event of an accident:

- Reservation form from the rental company,
- A report detailing the circumstances, causes and consequences, as well as the names and addresses of those responsible.

In the event of theft:

- Reservation form from the rental company,
- Receipt of the complaint or report filed with a competent authority (police, gendarmerie, etc.).

3 PROVISIONS COMMON TO ALL GUARANTEES

3.1 EXCLUSIONS

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?

We cannot intervene when your requests for cover or services are the result of damage caused by:

- **epidemics** (unless otherwise specified in the cover), **natural disasters** and **pollution**. However, except in cases of force majeure, the insurer guarantees assistance and repatriation in the event of epidemics or pandemics, provided that the member does not deliberately violate the ban on entry to the country or countries concerned. **Medical expenses** will be covered until the members are repatriated to their place of residence, up to the limits specified in the contract.

THIS EXCLUSION DOES NOT APPLY TO THE "IMPOSSIBLE DEPARTURE" GUARANTEE

- services that were not requested during the trip or that were not organised by us or in agreement with us do not entitle you to a refund or compensation after the event,
- Meal and hotel costs, except those specified in the warranty text.
- damage caused intentionally by **the member** and damage resulting from their participation in a crime, offence or brawl, except in cases of self-defence,
- the amount of any convictions and their consequences,
- the use of narcotics or drugs not prescribed by a doctor,
- alcohol intoxication,
- customs duties,
- participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking organised by a sports federation for which a licence is issued, as well as training for such competitions,
- the professional practice of any sport,
- participation in competitions or endurance or speed trials and preparatory trials, on board any land, water or air vehicle,
- the consequences of failure to comply with recognised safety rules relating to the practice of any recreational sporting activity,
- expenses incurred after the return from the trip or the expiry of the cover,
- deliberate failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- official prohibitions, seizures or constraints imposed by law enforcement authorities,
- the use by **the member** of air navigation equipment,
- the use of military equipment, explosives and firearms,
- damage resulting from intentional or fraudulent misconduct on the part of **the member** in accordance with Article L.113-1 of **the French Insurance Code**,
- suicide and attempted suicide,
- civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- the disintegration of the atomic nucleus or any radiation from a source of energy with radioactive properties.

MUTUAIDE ASSISTANCE shall not be held liable for any failure or delay in the performance of its obligations resulting from force majeure or events such as civil or foreign war, riots or popular uprisings, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, atomic disintegration, explosion of devices and radioactive effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

3.2 LEGAL CLAUSES

The term "all causes" refers exclusively to the Cancellation cover.

Like any insurance contract, this contract contains reciprocal rights and obligations. It is governed by the **French Insurance Code**. These rights and obligations are set out in the following pages.

This contract is a group insurance contract for damages taken out by the tour operator with Mutuaide, and membership is optional.

WAIVER ANNEX TO ARTICLE A. 112-1

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

You are invited to check that you are not already covered by a policy covering any of the risks covered by the new contract. If this is the case, you have the right to withdraw from this contract within thirty (30) calendar days of its conclusion, without incurring any costs or penalties, if all of the following conditions are met:

- you have taken out this contract for non-professional purposes,
- this contract is in addition to the purchase of goods or services sold by a supplier,
- you can prove that you are already covered for one of the risks covered by this new contract,
- the contract you wish to cancel has not been fully performed,
- you have not reported any claims covered by this contract.

In this situation, you may exercise your right to cancel this contract by letter or any other durable medium addressed to the insurer of the new contract, accompanied by a document proving that you already have cover for one of the risks covered by the new contract. The insurer is required to refund the premium paid within thirty days of your cancellation.

If you wish to withdraw from your contract but do not meet all of the above conditions, please check the withdrawal terms and conditions set out in your contract.

Additional information:

The letter of withdrawal, a template of which is provided below, must be sent by post or any other durable medium to Xplorassur - 8-10 rue du pont de Tounis, 31000, Toulouse:

"I, the undersigned, _____ residing _____ hereby cancel my contract No. taken out with Mutuaide in accordance with Article L 112-10 of **the French Insurance Code**. I certify that, as of the date of this letter, I am not aware of any claim that would be covered by this contract."

Consequences of cancellation:

Exercising the right of withdrawal within the period specified in the box above will result in the termination of the contract from the date of receipt of the letter or other durable medium. Once you become aware of a claim that is covered by the contract, you can no longer exercise this right of withdrawal.

In the event of withdrawal, you will only be required to pay the portion of the premium or contribution corresponding to the period during which the risk was covered, this period being calculated up to the date of termination.

However, the full premium or contribution remains payable to the insurance company if you exercise your right of withdrawal after an incident involving the cover provided by the contract and of which you were not aware has occurred during the withdrawal period.

WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The guarantees and/or services taken out under this contract apply worldwide.

HOW LONG DOES THE COVER LAST?

The duration of the cover corresponds to the duration of the services sold by the travel agency. Under no circumstances may the duration of the cover exceed 120 days from the date of departure.

The "CANCELLATION, MISSED DEPARTURE and IMPOSSIBLE DEPARTURE" guarantees take effect on the date of subscription to this contract and expire on the day of departure (outward journey).

Other cover takes effect on the scheduled departure date and expires on the scheduled return date.

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it will be assessed by an amicable expert, subject to our respective rights.

Each of us will choose our own expert. If these experts cannot agree, they will call in a third expert and all three will act jointly and by majority vote.

If one of us fails to appoint an expert or if the two experts cannot agree on the choice of a third expert, the appointment shall be made by the President of the High Court in **France**, ruling in summary proceedings. Each of the co-contracting parties shall bear the costs and fees of its own expert and, where applicable, half of those of the third expert.

HOW LONG WILL IT TAKE TO RECEIVE COMPENSATION?

Payment shall be made within fifteen days of the agreement between us or notification of the enforceable court decision.

DECLARATION OF YOUR OTHER INSURANCE

If any of the cover provided under your contract is (or becomes) insured in whole or in part by another insurer, you must inform us immediately and indicate the amounts insured.

In the event of a claim, you may obtain compensation for your losses from **the insurer** of your choice, as these insurance policies are valid within the limits of their coverage.

Please note: If multiple insurance policies are taken out fraudulently or maliciously for the same risk, the contracts may be declared null and void and damages may be claimed (Article L 121-3 of **the Insurance Code**, paragraph 1).

WHAT ARE THE PENALTIES APPLICABLE IN THE EVENT OF A DELIBERATE FALSE DECLARATION ON YOUR PART AT THE TIME OF THE CLAIM?

Any fraud, concealment or intentional misrepresentation on your part regarding the circumstances or consequences of a claim will result in the loss of any entitlement to benefits or compensation for that claim.

HOW ARE CLAIMS EXAMINED?

If you encounter any difficulties, please consult your usual contact person first:

XPLORASSUR
8-10 rue du pont de
Tounis 31000 Toulouse

1/. In the event of disagreement or dissatisfaction with the implementation of the assistance services provided under your contract, please notify MUTUAIDE by calling the telephone number on the cover page or by writing to voyage@mutuaide.fr

If you are not satisfied with the response you receive, you can write to:

**MUTUAIDE
CUSTOMER QUALITY
SERVICE
126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex**

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within two months at the latest. If the dispute remains unresolved, you can refer the matter to the Insurance Mediation Service by writing to:

**TSA Insurance Mediation
50110
75441 Paris Cedex 09**

2/ In the event of disagreement or dissatisfaction with the implementation of your contract, please notify XPLOASSUR by writing to reclamation@xplorassur.com for the insurance cover listed below:

- Cancellation
- Missed departure
- Impossible departure
- Transport delay
- Luggage
- Costs of interrupting your trip
- Activity interruption costs
- Compensation trip
- Excess waiver

If you are not satisfied with the response you receive, you can write to:

**MUTUAIDE
Insurance Department
TSA 20001 – 93196 Noisy le Grand Cedex**

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within two months at the latest. If the dispute persists, you can refer the matter to the Insurance Mediation Service by writing to:

**La Médiation de
l'Assurance TSA
50110
75441 Paris Cedex 09**

3/ In the event of difficulties in implementing the Personal Liability Insurance cover abroad, the member may send their complaint to:

**GROUPAMA RHÔNE-ALPES AUVERGNE
50, rue de Saint-Cyr
69251 LYON cedex 09**

THE REGIONAL MUTUAL INSURANCE COMPANY OF RHÔNE-ALPES AUVERGNE, GROUPAMA RHÔNE-ALPES AUVERGNE, a company governed by the French Insurance Code, with its registered office at 50, rue de Saint-Cyr - 69251 LYON cedex 09, registered in the Lyon Trade and Companies Register under number 779 838 366

The Insurer shall acknowledge receipt of the complaint within a period not exceeding 10 working days from receipt thereof, unless the response itself is provided to the customer within that period. It shall send its response to *the policyholder* within a period not exceeding two months from the date of receipt.

Finally, if you remain dissatisfied after receiving a response, you may refer the matter to the Insurance Mediation Service, provided that no legal action has been taken:

**The Insurance Mediation
Service TSA 50110
75441 Paris Cedex 09**

The Insurance Mediation Service does not have jurisdiction over contracts taken out to cover professional risks. *AUTHORITY*

RESPONSIBLE FOR SUPERVISING THE INSURANCE COMPANY

The Prudential Supervision and Resolution Authority (ACPR) 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09

PROTECTION OF PERSONAL DATA

The member acknowledges that they have been informed that *the Insurer* processes their personal data in accordance with the regulations on personal data protection in force and that, furthermore: answers to questions asked are mandatory and that in the event of false statements or omissions, the consequences may include the cancellation of the contract (Article L 113-8 of *the French Insurance Code*) or a reduction in compensation (Article L 113-9 of *the French Insurance Code*),

- The processing of personal data is necessary for the conclusion and performance of the contract and its guarantees, for the management of commercial and contractual relationships, or for the fulfilment of legal, regulatory or administrative provisions in force.

- The data collected and processed is kept for the period necessary for the performance of the contract or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to the limitation period.
- The recipients of the data concerning you are, within the limits of their powers, the **Insurer's** departments responsible for the conclusion, management and performance of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

They may also be transmitted, where applicable, to professional bodies and to any persons involved in the contract, such as lawyers, experts, court officers and ministers of justice, curators, guardians and investigators.

Information concerning the Policyholder may also be disclosed to the Subscriber, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and any public bodies authorised to receive such information, as well as the departments responsible for supervision, such as statutory auditors, auditors and internal control departments).

- In its capacity as a financial institution, **the Insurer** is subject to legal obligations arising mainly from the Monetary and Financial Code with regard to the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may result in the drafting of a suspicious transaction report or the freezing of assets.

Data and documents concerning the member shall be retained for a period of five (5) years from the termination of the contract or the end of the relationship.

- Their personal data may also be used in the context of insurance fraud prevention measures, which may, where applicable, result in them being added to a list of individuals presenting a fraud risk.

This inclusion may result in a longer review of their file, or even the reduction or refusal of a right, benefit, contract or service offered.

In this context, personal data concerning them (or concerning persons who are parties to or interested in the contract) may be processed by any authorised persons working within the Insurer Group entities in the context of the fight against fraud. This data may also be intended for authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by law and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to assess the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

For individuals included on a list of suspected fraudsters, their data is deleted after a period of five (5) years from the date of inclusion on the list.

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time of signing the contract, during its execution or in the context of dispute management.
- Personal data may also be used by **the Insurer** for processing carried out for the purposes of research and development to improve the quality or relevance of its future insurance and/or assistance products and service offerings.
- Personal data concerning the Insured may be accessible to some of the **Insurer's** employees or service providers established in countries outside the European Union.
- **The Insured** has the right to access, rectify, delete and object to the data processed, upon proof of identity. They also have the right to request that the use of their data be restricted when it is no longer necessary, or to retrieve the data they have provided in a structured format when it is necessary for the contract or when they have consented to the use of such data.

You have the right to define guidelines regarding the fate of your personal data after your death. These guidelines, whether general or specific, concern the storage, deletion and communication of your data after your death.

These rights may be exercised by contacting the Insurer's Data Protection Officer:

- by email: at DRPO@MUTUAIDE.fr or
- by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex

After submitting a request to the Data Protection Officer and not receiving a satisfactory response, the data subject may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés, the French data protection authority).

SUBROGATION

In accordance with the provisions of Article L121-12 of **the Insurance Code**, the insurer is subrogated, up to the amount of the compensation paid by it, to the rights and actions of the member against third parties liable for the loss.

In the event that subrogation can no longer be exercised in favour of the insurer due to the policyholder, the latter shall then be released from its obligations towards the policyholder to the extent that subrogation could have been exercised.

CONSUMERS' RIGHT TO OBJECT TO TELEMARKETING

If you do not wish to receive commercial prospecting by telephone, you can register free of charge on a list of persons who do not wish to receive telephone canvassing.

However, telephone canvassing to offer you new deals is still allowed for all businesses you have at least one contract with.

These provisions apply to all consumers, i.e. any natural person acting for purposes which are outside their trade, business, craft or profession.

LIMITATION PERIOD FOR ACTIONS ARISING FROM THE INSURANCE CONTRACT

Pursuant to Article L 114-1 of the French Insurance Code, any action arising from this contract shall be time-barred two years after the event giving rise to it. This period is extended to ten years for death benefits, with members' actions being time-barred no later than thirty years after the event.

However, this period shall not run:

- in the event of concealment, omission, false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer became aware of it,
- in the event of a claim, from the date on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the **policyholder's** action against the Insurer is based on a claim by a third party, this limitation period shall only run from the date on which the third party brought legal proceedings against **the policyholder** or was compensated by the latter.

This limitation period may be interrupted, in accordance with Article L 114-2 of **the Insurance Code**, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he was prescribing (Article 2240 of the Civil Code),
- a legal action, even in summary proceedings, until the proceedings are terminated.

The same applies when it is brought before a court that does not have jurisdiction or when the act of bringing the case before the court is annulled due to a procedural irregularity (Articles 2241 and 2242 of the Civil Code).

The interruption is null and void if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected (Article 2243 of the Civil Code); a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an act of enforcement (Article 2244 of the Civil Code).

It is recalled that:

The interpellation of one of the joint and several debtors by a legal claim or by an act of enforcement or the recognition by the debtor of the right of the person against whom he was prescribing interrupts the limitation period against all the others, even against their heirs.

However, the interpellation made to one of the heirs of a joint debtor or the recognition of that heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or recognition only interrupts the limitation period with regard to the other co-debtors for the share for which that heir is liable. In order to interrupt the limitation period for the whole, with regard to the other co-debtors, all the heirs of the deceased debtor must be interpellated or all those heirs must be recognised (section 2245 of the Civil Code).

The interpellation made to the principal debtor or his acknowledgement interrupts the limitation period against the guarantor (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim,
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Member with regard to the action for payment of the premium, and sent by the Member to the Insurer with regard to the settlement of the claim).

COMPETENT COURTS - APPLICABLE LAW

Pre-contractual and contractual relations are governed by French law and primarily by the **Insurance Code**. Any legal action relating to this contract shall be subject to the exclusive jurisdiction of the French courts.

However, if you are domiciled in the Principality of Monaco, the Monegasque courts shall have jurisdiction in the event of any dispute between you and us.

PENALTIES FOR FALSE DECLARATIONS

Any intentional misrepresentation, omission or inaccurate statement regarding the risk or new circumstances that results in either aggravating the risks or creating new ones will result in the application of the penalties below, as provided for in the Insurance Code.

If it is intentional, you may be liable to have your contract cancelled (Article L 113-8 of the Insurance Code). In this case, we will retain the premiums you have paid.

In addition, we shall be entitled to claim payment of all premiums due up to the main expiry date of the contract as compensation. You shall also reimburse us for any compensation paid in respect of claims affecting your contract.

If it is not intentional (Article L 113-9 of **the Insurance Code**), you may be liable to:

- an increase in your premium or termination of your contract if it is discovered before a claim is made.
- a reduction in your compensation, if discovered after a claim. This reduction corresponds to the difference between the premium paid and the premium that should have been paid if the declaration had been accurate.

LANGUAGE

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

WHAT ARE THE LIMITS APPLICABLE IN CASES OF FORCE MAJEURE?

We cannot be held liable for any failure to perform assistance services resulting from force majeure or the following events: civil or foreign wars, significant political instability, popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods, strikes, explosions, natural disasters, atomic disintegration, or delays in the performance of services resulting from the same causes.

ANTI-MONEY LAUNDERING

The checks we are legally required to carry out in order to combat money laundering and terrorist financing, particularly with regard to cross-border capital movements, may lead us to ask you at any time for

explanations or supporting documents, including on the acquisition of insured property. In accordance with the French Data Protection Act of 6 January 1978, amended by the Act of 6 August 2004, and the Monetary and Financial Code, you have the right to access data concerning you by writing to the Commission Nationale de l'Informatique et des Libertés (CNIL).

3.3 DEFINITIONS

Contingency - An unintentional, unforeseeable, unavoidable and external event.

Members - Persons duly insured under this contract, hereinafter referred to as "you". For the purposes of applying the legal provisions relating to limitation periods, reference should be made to "the member" when the articles of *the Insurance Code* refer to "the Insured".

Insurer/Assistance Provider - MUTUAIDE, hereinafter referred to as "We", whose registered office is located at: 126, rue de la Piazza

- CS 20010 - 93196 Noisy le Grand CEDEX SA with share capital of €15 180 660 - Company governed by the *Insurance Code* - Subject to supervision by the Prudential Control and Resolution Authority - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086.

Insurer (Personal liability insurance) - "Caisse Entreprises, Collectivités et Courtage Groupama Rhône-Alpes Auvergne, 50 rue de Saint Cyr - 69009 Lyon - Local mutual insurance company that has entered into a reinsurance agreement with the Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne - 50 rue de Saint Cyr - 69009 Lyon - 779 838 366 RCS Lyon - Companies governed by the French Insurance Code and subject to the Autorité de Contrôle Prudentiel et de Résolution (Prudential Control and Resolution Authority): 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09" Substitution of the reinsurer.

Serious bodily injury - Sudden deterioration in health resulting from the sudden action of an external cause not intentional on the part of the victim, as certified by a competent medical authority, resulting in the prescription of medication for the patient and involving the cessation of all professional activity.

Travel agency - Agency that sold the insured travel services.

Personal assistance - Personal assistance includes all services provided in the event of illness, injury or death of the persons covered during a covered trip.

Attacks/Acts of terrorism - An attack is defined as any act of violence, constituting a criminal or illegal attack, against persons and/or property in the country in which you are staying, with the aim of seriously disrupting public order.

This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day in the same country and the authorities consider them to be a single coordinated action, this event will be considered as a single event.

Luggage - Travel bags, suitcases, trunks and their contents, excluding clothing you are wearing. **Natural disasters** - The abnormal intensity of a natural agent not caused by human intervention. Phenomena such as earthquakes, volcanic eruptions, tidal waves, floods or natural cataclysms caused by the abnormal intensity of a natural agent and recognised as such by the public authorities.

Insurance Code - Collection of laws and regulations governing insurance contracts.

Forfeiture - Loss of the right to cover for the claim in question.

Official documents - Any document (such as an identity card, passport or other) issued by a public administrative authority of the State (such as a town hall, prefecture, etc.).

Domicile - Your domicile is your main and usual place of residence.

DOM-ROM, COM and sui generis communities - Guadeloupe, Martinique, French Guiana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthélemy, New Caledonia.

Guaranteed flight duration - The guarantee only applies to flights with a maximum validity of 90 days.

Guaranteed length of stay - The maximum length of stay guaranteed is that sold by the travel agency, with a maximum of 120 days.

Transport company - A *transport company* is any company duly authorised by the public authorities to transport passengers.

Epidemic - An abnormally high incidence of a disease during a given period and in a given region.

Europe - *Europe* refers to the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France (metropolitan), Gibraltar, Greece, Hungary, Ireland, Italy and its islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Croatia, Denmark, Spain, Estonia, Finland, mainland **France**, Gibraltar, Hungary, Greece, Ireland, Italy and its islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Monaco, Norway, the Netherlands, Poland, Portugal, Romania, the United Kingdom, Slovakia, Slovenia, the Czech Republic, San Marino, Sweden and Switzerland.

Medical expenses - Pharmaceutical, surgical, consultation and hospitalisation expenses prescribed by a doctor and necessary for the diagnosis and treatment of an illness.

France - France refers to mainland France and Corsica, including the overseas departments and territories (DOM-ROM), overseas collectivities (COM) and sui generis communities.

Excess - The portion of the compensation for damages that remains your responsibility.

Insurance claims manager -

XPLORASSUR

8-10 rue du pont de Tounis, 31000, Toulouse

Assistance claims manager -

MUTUAIDE

126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex

Strike - Collective action consisting of a concerted work stoppage by employees of a company, economic sector or professional category in support of their demands.

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

Foreign war - Foreign war means the armed opposition, whether declared or not, of one State against another State, as well as any invasion or state of siege.

Initially scheduled arrival time -

- for outbound CHARTER flights: the time indicated on the outbound flight ticket,
- for return CHARTER flights: the time communicated to you by the travel agency,
- for SCHEDULED flights: the time set by the airline.

Hospitalisation - Stay of more than 48 consecutive hours in a public or private hospital for emergency treatment, i.e. treatment that is unscheduled and cannot be postponed.

Illness - Sudden and unforeseeable deterioration in health, as determined by a competent medical authority, requiring medical treatment and the complete cessation of all professional or other activities.

Serious illness - Sudden and unforeseeable deterioration in health certified by a competent medical authority, resulting in the prescription of medication for the insured person and requiring the cessation of all professional or other activities.

Family member - Any person who can prove a family relationship (by law or in fact) with the insured person.

We organise - We take the necessary steps to give you access to the benefit.

We cover - We finance the service.

Nullity - Any fraud, falsification or misrepresentation and false testimony that could trigger the guarantees provided for in the agreement shall render our commitments null and void and result in the forfeiture of the rights provided for in the agreement.

Personal items - Cameras, camcorders, PDAs, portable game consoles, multimedia players, laptops. Only personal items purchased within the last three years will be covered.

Valuables - Pearls, jewellery, watches, furs, as well as any sound and/or image reproduction devices and their accessories, hunting rifles, fishing equipment, laptops.

Pandemic - An epidemic that spreads over a large area, crossing borders, and is classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Pollution - Degradation of the environment through the introduction into the air, water or soil of substances that are not naturally present in the environment.

Prescription - Extinction of a right resulting from the inaction of its holder for a certain period of time.

Quarantine - Isolation of a person, in the event of suspected illness or serious illness, decided by a competent local authority, with a view to preventing the risk of spreading the disease in the context of an epidemic or pandemic.

Transport delay - This is when the guaranteed journey arrives at its final destination later than its originally scheduled arrival time. If the original journey is cancelled less than 24 hours before its departure time, the transport delay is the difference between the arrival time of the replacement flight or journey at its final destination and the originally scheduled arrival time of the cancelled flight or journey.

Claim - An event that may result in the application of a guarantee under the contract.

Policyholder - The person or legal entity who takes out the insurance contract.

Subrogation - The legal situation whereby one person is transferred the rights of another person (in particular: substitution of the insurer for the policyholder for the purposes of legal proceedings against the other party).

Third party - Any person other than you who is liable for the damage. Any member who suffers bodily injury or material or immaterial damage caused by another member (members are considered third parties in relation to each other).

Wear and tear (obsolescence) - Depreciation in the value of property caused by time, use or its condition on the date of the loss. Unless otherwise stipulated in the contract, the rate of obsolescence applied for the calculation of the compensation due is 1% per month, up to a maximum of 80% of the initial purchase price.

Guaranteed Journey - This is the journey for which you have taken out "transport delay" cover. However, if this journey is cancelled more than 24 hours before the originally scheduled departure time, the "transport delay" cover will cover the replacement journey.