

**SCHENGEN TRAVELER INSURANCE - GSL CONTRACT No. ADP20181628**  
**GENERAL CONDITIONS VALIDATING INFORMATION NOTICE Ref GSL-SCHENGEN072018**  
**IN ACCORDANCE WITH ARTICLE L141-4 of the French Insurance Code**

Your contract of guarantee is governed by the Insurance Code. Your contract consists of the terms and conditions, complemented by your certificate. Its guarantees apply to all travels, private or official, carried out during the validity of your temporary visa (renewable with a maximum of twelve months). The guarantee is valid during the duration of contract mentioned in the insurance certificate. Read your terms and conditions carefully. It defines your respective rights and obligations and answers the questions that you ask.

Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Slovenia, Slovakia, Sweden, Switzerland, Czech Republic.

**SEARCH EXPENSES:** fresh operations carried out by the rescuers or relief agencies other than your fellow travelers, especially for the reason of looking for you in a place devoid of all means of organized rescue or similar things.

**EMERGENCY COSTS:** transportation cost after the accident (when you are located) from the point where the accident occurred to the nearest hospital.

**FUNERAL COSTS:** costs of first conservation, handling, casketing, specific transport arrangement, mandatory embalming by legislation, packaging and the simplest model coffin, necessary for transporting in accordance with local law, excluding the costs of burial, embalming and ceremony.

**MEDICAL EXPENSES:** pharmaceutical, surgical, consultation and hospitalization expenses medically necessary for diagnosis and pathological treatment.

**DEDUCTIBLE:** part of damage left at your expenses in the settlement of claim. The deductible amount related to each guarantee is specified in Table of guarantee amount and franchises.

**HOSPITALISATION:** emergency intervention of more than 24 consecutive hours in an unscheduled public or private hospital and cannot be postponed.

**DISEASE:** any modification of your health certified by a competent medical authority.

**COUNTRY OF ORIGIN:** Countries stated at the time of signing of contract and for which you have paid the corresponding premium.

**PRESCRIPTION:** period beyond which no claim will be accepted.

**CLAIM:** all the harmful consequences of an event leading to application of one of the guarantees subscribed. It constitutes a single disaster, all damages arising out from the same original cause.

**SUBROGATION:** action whereby we substitute in your rights and remedies against anyone responsible for your damages in order to obtain reimbursement of the amount that we have paid you after a disaster.

**THIRD PARTY:** any person or entity, except for:

- the insured person and the members of his/her family,
- persons accompanying him/her,
- his/her agents, employees or non, in the exercise of their functions.

## DEFINITIONS

### > DEFINITION OF THE STAKEHOLDERS OF THE CONTRACT

**POLICY HOLDER:** individual or legal entity who adheres to these general conditions laid out by the Association du Cercle des Assureurs des Risques Aggravés et Techniques (ACARAT), on condition that their legal and/or tax residence is located outside the Schengen area, who pays premiums, who is named on the insurance certificate, with no age limit and who will request the policy on the day before departure at the latest on the site [www.assurance-voyage-schengen.com](http://www.assurance-voyage-schengen.com)

**INSURER :** Special Lines Group on behalf of Groupama Rhône-Alpes Auvergne. Regional Mutual Agricultural Insurance Fund in Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - SIRET No. 779 838 366 000 28 Company governed by the Insurance Code and subject to the Prudential Supervisory and Resolution Authority, 61 rue Taitbout - 75009 Paris

**ASSISTANCE PROVIDER :** Mutuaide Assistance – 8-14 Avenue des Frères Lumière 94368 BRY-SUR MARNE cedex.– SA with capital of €9,590,040 entirely paid– Company governed by the Insurance Code, registered in the Trade and Companies Register under reference number RCS 383 974 086 Créteil and subject to the Prudential Supervisory and Resolution Authority, 61 rue Taitbout - 75009 Paris

**SUBSCRIBER :** the Association du Cercle des Assureurs des Risques Aggravés et Techniques (ACARAT), whose regulations are available to download from [www.acarat.org](http://www.acarat.org), on behalf of the insured party named on the specific conditions who undertakes thereby to pay the insurance premium.

**YOU :** the insured person.

### > DEFINITION OF TERMS OF ASSISTANCE

**ACCIDENT:** any sudden event, unexpected and surrounding the victim or the damaged goods, constituting the cause of the damage.

**SCHENGEN AREA:** area of free movement of persons in the following countries: Germany, Austria, Belgium, Denmark, Spain, Estonia, Finland, France (metropolitan France),

## TERRITORIALITY OF THE CONTRAT

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Your contract guarantees apply in all the countries in Schengen area as well as in the OD (Overseas Department) and OC (Overseas communities) of the French territory, the principalities of Andorra, Monaco, San Marino, Vatican City as well as in Ireland and United Kingdom, for stay not exceeding twelve months.

**CONTRACT GUARANTEES**

**1. GUARANTEE OF MEDICAL FEES AND HOSPITALISATION**

- Reimbursements of medical expenses which are resulting from an accident or illness occurring in urgent and unpredictable way in French territory as well as in Schengen area and not having anything prior to the signing of the contract are taken care of.
- Reimbursements of medical expenses, hospitalization and surgery are made within the limit of a ceiling of 35,000 Euros minus a franchise of 80 Euros.
- Dental care treatment (only cavities) with a ceiling of 100 Euros.

In case of accident, there is no waiting period, there is no franchise.

**2. REPATRIATION ASSISTANCE**  
**2.1. PURPOSE OF BENEFITS**

**Organization and management of your repatriation**

If during your stay in the Schengen area, you are affected by any disease or victim of an accident guaranteed by the contract, you are compelled to stop the stay, we take care of the cost of repatriation, to the extent of actual costs in case of medical repatriation resulting from a risk guaranteed to help you reach your home. Any request for assistance must be agreed in advance by our company or our medical service.

If this condition is not met, we would be released from any repayment obligation.

**Extension of stay at the hotel**

If your state of health does not justify any hospitalization or medical transport, and you can't undertake your return on the date, originally scheduled, we will pay for your extra stays at the hotel up to the extent of amount indicated in the table of guarantee amount. As soon as your state of health permits it, we organize and take care of your additional transport cost, if the scheduled transport tickets cannot be used because of this event.

These costs are considered as follows:

- for citizens of the European Union for return to your home
- for citizens of other countries, to the nearest national airport from your home

**Repatriation of body**

In case of a death resulting from a guaranteed risk during your stay in the Schengen area, we take care of the organization and the cost of transporting the body of the insured up to your country of origin with a ceiling of 3,500 Euros. Coffin expenses are limited to 1.000€.

We organize and pay for the round trip fare (1st class in train or economic class in aircraft) of a member of the family to accompany repatriation of the body in the country where the insured resided.

**Shipment of drugs in Europe**

We take all measures for searching and shipment of essential medicines in pursuit of the current medical treatment prescribed by a doctor, in the event of no longer availability of these medicines, following an unpredictable event, it is impossible for you to procure them on the spot or their equivalent. The cost of these medicines, in all cases, will be borne by you.

**Transmission of messages**

We undertake to transmit the messages intended for you when you cannot be contacted directly, for example, in case of hospitalization. Similarly, we can communicate by calling a member of your family, a message that you have left for his attention. Search and rescue costs We pay up to the amount shown in the table of sums insured, the costs of search and rescue at sea or in the mountains following an event putting your life at risk. Only the costs charged by a company duly authorized for these activities may be reimbursed.

**Search and rescue expenses**

We cover, up to a limit of the amount indicated in the table of coverage amounts, the costs of search and rescue at sea or in mountains following an event putting your life in danger. Only fees charged by a company duly authorised for these activities may be reimbursed.

**Legal assistance in the country of stay**

In case of an accident during your stay in Schengen area, we guarantee reimbursement of legal fees up to a limit of 6000 Euros to make your appeal before the courts of the country of stay.

**2.2. WHAT YOU NEED TO DO IN CASE OF CLAIM**

**2.2.1. IMPLEMENTATION OF GUARANTEES**

For a request of assistance you are required to contact or contact by a third party, as soon as your conditions suggests your an early return, under penalty of inadmissibility, GROUPAMA ASSISTANCE.

**From France : 01.55.98.57.35**

**From abroad : (+33) 1.55.98.57.35**

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You will immediately be given a case number and you must indicate:

- Your contract number,
- Your address and telephone number where we can reach you as well as contact details of the persons who will take care of you,
- Allow physicians access to all medical information concerning you, or the person who needs our intervention.

**2.2.2. FOR THE MANAGEMENT OF TRANSPORT**

When we organize and pay for transport under our guarantees, it is carried out by 1st class train and/or by tourist class plane or even taxi, depending on the decision of our service assistance.

In this case, we become the owners of the original bills and you promise to give us back or reimburse us the amount which you could obtain from the issuing office of these transport tickets.

**2.2.3. FRAMEWORK OF OUR INTERVENTION ASSISTANCE**

We work in the framework of national and international laws and regulations and our services are subject to necessary approval from the competent authorities. Moreover, we cannot be held responsible for delays or failures in executing the agreed services following the result of natural and unavoidable catastrophe or events like strikes, riots, popular movements, restrictions on free movement, sabotage, terrorism, civil war or foreign invasion, consequences of the effect of a radioactive source or any other fortuitous event.

**3. EXCLUSIONS OF GUARANTEES OF MEDICAL AND HOSPITALISATION EXPENSES AND REPATRIATION ASSISTANCE**

**ARE NOT GUARANTEED :**

- **DISEASES PRIOR TO THE SUBSCRIPTION AS WELL AS THEIR CONSEQUENCES: INFIRMITIES AND HEREDITARY DISEASES; CHRONIC DISEASES; TROPICAL DISEASES; ALL PROSTHESES INCLUDING HEARING AIDS AND DENTAL CARE (EXCEPT CAVITIES); STOMATOLOGY; SPEECH-LANGUAGE PATHOLOGY; CONTACT LENSES; MASSAGES AND PHYSIOTHERAPY; ACUPUNCTURE; CONSECUTIVE TREATMENT TO THE INFERTILITY; TREATMENTS AND BEAUTY CARE; ORTHOTIC CARE; PSYCHOLOGICAL, PSYCHOTHERAPEUTIC AND NEUROLOGICAL CARE INCLUDING CONSULTATIONS; NERVOUS BREAK-DOWN; SUICIDE ATTEMPTS; SEROPOSITIVITY FOR HIV AND ITS CONSEQUENCES; AIDS AND ITS CONSEQUENCES; THERAPIES; STAYS IN REST HOUSES OR CONVALESCENCE; REHABILITATION; HEALTH CHECK-UPS; CHECK-UP ; VACCINATIONS COSTS.**
- **CONSEQUENCES OF ACCIDENTS CAUSED BY NEGLIGENCE, INTENTIONAL OR RECKLESS OF THE**

- INSURED; THE CONSEQUENCE OF PARTICIPATION IN BRAWLS; CONSEQUENCE OF THE USE OF MEDICINES; DRUGS OR NARCOTIC DRUGS, MEDICALLY NOT PRESCRIBED; CONSEQUENCES OF ALCOHOLISM OR DRUNKENNESS, MEDICAL EXPENSES NOT PERFORMED BY A PHYSICIAN OR A QUALIFIED PRACTITIONER.**
- **CONSEQUENCES OF ACCIDENTS BY CYCLONES, EARTHQUAKES, VOLCANIC ERUPTIONS OR OTHER NATURAL CALAMITIES; ACCIDENTS CAUSED BY DISINTEGRATION OF ATOMIC NUCLEUS AND THE LOSSES DUE TO THE RADIATION EFFECTS OF CAUSED BY ARTIFICIAL ACCELERATION OF PARTICLES; ACCIDENTS CAUSED BY THE ACTS OF TERRORISM OR SABOTAGE, FOREIGN INVASION, CIVIL WAR, RIOTS OR POPULAR MOVEMENTS, UNDER THE CONDITIONS LAID DOWN IN ARTICLE L121.8 OF THE INSURANCE CODE.**
- **ACCIDENTS DUE TO THE PRACTICE OF THE FOLLOWING SPORTS: MOUNTAINEERING AND CLIMBING; BOBSLEIGH; SKELTON; SCUBA DIVING; SKYDIVING; ALL AIR SPORTS OR NECESSARY FOR THE USE OF A GEAR MOTOR, AS WELL AS ALL PARTICIPATION IN PROFESSIONAL SPORTING COMPETITIONS.**
- **EXPENSES RELATED TO CONTRACEPTION, ABORTION, PREGNANCY AND ALL COMPLICATIONS RELATED TO IT, MISCARRIAGE AND CHILDBIRTH AND FOLLOWING (INCLUDING CONSULTATIONS, ANALYSIS AND ULTRASOUND) ARE NOT REIMBURSED.**
- **IN ANY CASE, WE CANNOT SUBSTITUTE US FOR THE AGENCIES OF LOCAL EMERGENCY.**

**4. GUARANTEE RESPONSABILITY OF CIVIL LIFE TRAVEL**

(if the option is mentioned on your certificate)

Guarantee that can be taken out for a trip that is no longer than 4 months

**4.1. Definitions**

**Bodily harm:** Any bodily injury suffered by a physical person and the resulting harm.

**Material damage:** Any deterioration or destruction of a thing or substance. Any physical injury to an animal.

**Consecutive immaterial damage:** Any monetary loss resulting from the deprivation of full or partial enjoyment of a property or right, loss of profit, loss of clientele, interruption of a service or activity as a direct consequence of the bodily harm or material damage covered.

**Damaging event:** Event that constitutes the cause of the damage.

**Absolute excess:** The sum (or percentage) that remains in any case at the expense of the Insured on the amount of compensation due by the Insurer.

The excess is applied per claim, regardless of the number of victims. The excesses expressed as a percentage apply to the amount of compensation payable by the Insurer.

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**Incidental pollution:** The emission, dispersion, release or deposit of any solid, liquid or gaseous substance, released by the atmosphere, soil or water, occurring as a result from a sudden, unforeseen event, and which does not occur in a slow, gradual or progressive manner.

**Claim:** Any request for amicable or contentious compensation, made by the victim of damage or his/her beneficiaries and addressed to the Insured or to the Insurer.

**Public liability:** The legal obligation that falls on any person to compensate for the damage they have caused to others.

**Incident:** Any damage or set of damages caused to third parties, incurring the responsibility of the Insured, resulting from a harmful event and giving rise to one or more claims. The harmful event is the one that constitutes the cause of the damage. A set of damaging events with the same technical cause is treated as a single damaging event.

**Third parties:** Anyone other than the Insured.

**Land motorised vehicle:** Machine moving on the ground (i.e. other than air or naval), without being linked to a railroad, self-propelled (propelled by its own motive power) and used to transport people (even if only the driver) or things.

#### 4.2. Purpose of the coverage

The Insurer covers the Insured against the monetary consequences of civil liability they may incur as a result of bodily injury and material or consequential damage caused to third parties in their private life.

Private life refers to any non-professional activity.

#### 4.3. SPECIFIC EXCLUSIONS

**THE FOLLOWING ARE EXCLUDED:**

- CONSEQUENCES OF INTENTIONAL MISCONDUCT OF THE INSURED.
- DAMAGES CAUSED BY CIVIL OR FOREIGN WAR, DECLARED OR NOT, RIOTS AND POPULAR MOVEMENTS, ACTS OF TERRORISM, BOMBINGS OR SABOTAGES.
- DAMAGES CAUSED BY VOLCANIC ERUPTIONS, EARTHQUAKES, STORMS, HURRICANES, CYCLONES, FLOODS, TIDAL WAVES AND OTHER NATURAL CALAMITIES.
- DAMAGES RENDERED UNAVOIDABLE BY THE VOLUNTARY ACT OF THE INSURED AND WHO LOSE INSURANCE CHARACTER OF UNPREDICTABLE CONTRACT GUARANTEEING UNCERTAIN EVENTS (ARTICLE 1964 OF CIVIL CODE).
- FINE AND ANY OTHER PENALTY IMPOSED ON THE INSURED PERSONALLY.
- DAMAGES OR WORSENING OF DAMAGES CAUSED:
  - BY WEAPONS OR DEVICES DESIGNED TO EXPLODE BY MODIFICATION OF STRUCTURE OF NUCLEUS OF AN ATOM
  - BY ANY FUEL, NUCLEAR OR RADIOACTIVE WASTE,
  - BY ANY SOURCE OF IONIZING RADIATION (IN PARTICULAR ANY RADIO-ISOTOPE).

- THE CONSEQUENCES OF THE PRESENCE OF ASBESTOS OR LEAD IN BUILDINGS OR WORKS BELONGING TO OR OCCUPIED BY THE INSURER, THE CONSEQUENCES OF RESEARCH, OF THE DESTRUCTION OR NEUTRALISATION OF ASBESTOS OR LEAD, OR OF THE USE OF PRODUCTS CONTAINING ASBESTOS OR LEAD.
- CONSEQUENCES OF CONTRACTUAL UNDERTAKINGS ACCEPTED BY THE INSURED WHICH HAVE THE EFFECT OF INCREASING THE LIABILITY THAT WOULD HAVE BEEN DEVOLVED UPON HIM IN ABSENCE OF SUCH COMMITMENTS.
- IN THE UNITED STATES OF AMERICA AND CANADA:
- PUNITIVE OR EXEMPLARY DAMAGES,
- POLLUTION DAMAGES.
- KIND OF DAMAGES REFERRED TO IN ARTICLE L.211-1 OF THE INSURANCE CODE AND COMPULSORY AUTOMOBILE INSURANCE AND CAUSED BY LAND MOTOR VEHICLES, THEIR TRAILERS OR SEMI-TRAILERS OF WHICH THE INSURED HAS THE OWNERSHIP, CUSTODY OR USE (INCLUDING OWING TO OR THE LOSS OF ACCESSORIES AND PRODUCTS FOR THE USE OF THE VEHICLE, AND THE OBJECTS AND SUBSTANCES IT CARRIES).
- TANGIBLE DAMAGES AND CONSEQUENTIAL INTANGIBLE DAMAGES, CAUSED BY A FIRE, AN EXPLOSION OR WATER DAMAGES HAVING TAKEN PLACE IN THE BUILDINGS WHOSE OWNER, TENANT OR OCCUPANT IS THE INSURED.
- THEFTS COMMITTED IN THE BUILDINGS ARE LISTED IN PREVIOUS EXCLUSION.
- PROPERTY DAMAGES (OTHER THAN THOSE MENTIONED IN THE TWO PREVIOUS EXCLUSIONS) AND INTANGIBLE DAMAGES CONSEQUENTIAL, CAUSED TO THE GOODS FOR WHOSE CUSTODY, USE OR STORE THE INSURED IS RESPONSIBLE.
- CONSEQUENCES OF AVIATION, MARITIME, RIVER OR LAKE BY MEANS OF DEVICES IN WHICH THE INURED HAS THE OWNERSHIP, CUSTODY OR USE.
- DAMAGES CAUSED BY AMMUNITION WHOSE DETENTION IS PROHIBITED AND WHICH THE INSURED IS THE POSSESSOR HOLDER WITHOUT OFFICIAL AUTHORIZATION.
- DAMAGES WHICH ARE SUBJECT TO A LEGAL INSURANCE OBLIGATION AND RESULTING FROM THE PRACTICE OF HUNTING.
- DAMAGE CAUSED BY ANIMALS OTHER THAN PETS.
- DAMAGES CAUSED BY DOGS OF FIRST CLASS CATEGORY (ATTACK DOGS) AND SECOND CLASS CATEGORY (GUARD AND SECURITY DOGS), DEFINED IN ARTICLE 211-1 OF THE RURAL CODE, AND BY THE SPECIES OF WILD ANIMALS TAMED OR HELD IN CAPTIVITY, MENTIONED IN THE ARTICLE 212-1 OF THE RURAL CODE, STRAY OR NOT, OF WHICH THE INSURED IS THE OWNER OR KEEPER (LAW NO.99-5 OF 6 JANUARY 1999 RELATING TO DANGEROUS AND STRAY ANIMALS AND THE PROTECTION OF ANIMALS).
- THE CONSEQUENCES:

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- o FROM THE ORGANIZATION OF SPORTING COMPETITIONS;
- o FROM THE PRACTICE OF SPORTS AS A HOLDER OF THE LICENSE OF A SPORTS FEDERATION;
- o FROM THE PRACTICE OF SPORTS IN AIR OR IN WATER.

**4.4. GUARANTEE PERIOD**

The guarantee of this contract is triggered by the harmful act and covers the Insured against financial consequences of loss since the harmful act occurs between the effective initial guarantee and its date of termination or expiration, regardless of the date of other integral elements of the claim (Article L.124-5 of the Insurance Code).

**4.5. Coverage amount**

The coverage amounts expressed per claim constitute the limit of the Insurer's liability for all claims relating to the same harmful event.

Incident date is the date of the harmful event. The conditions and coverage amounts are those in effect on that date.

The coverage amount is set as follows:

Privacy Liability	
<b>Material Damage and Consequential Damage</b> <i>Whose</i> <i>Material Damage and immaterial consequential with an excess</i>	1 500 000 per claim
<b>Body injury and immaterial consequential</b>	30 000 € per claim
<b>Absolute deductible</b>	1 500 000 € per claim
	80 € per claim

**4.6. What you need to do in case of claim**

You must neither accept any legal responsibility nor any transaction without our consent. However, the admission of a material fact or execution of a simply duty of assistance does not constitute admission of liability

**You must report us the claim, in writing, within five working days from the date when you have had knowledge, except in cases of fortuitous event or natural and unavoidable calamities.**

**After this time, if we incur a loss by reason of late reporting, you lose any right to compensation.**

In case of proceedings against you, you give us the authority to conduct the trial and exercise any remedy before the civil courts or to associate ourselves with your defense and exercise legal remedies on civil interest before the criminal courts.

You must also:

- Indicate to the Insurer as soon as possible the circumstances of the incident, its known or presumed causes, the nature and approximate amount of the damages.

- Take all appropriate measures to limit the extent of the damage already known and prevent further damage.
- Send to the Insurer, as soon as possible, all notices, summonses, extrajudicial documents and procedural documents addressed to you, delivered or notified.

In case of delay in transmission of these papers, we can claim you compensation proportionate to the damage suffered by us (Article L 113-11 of the Insurance Code).

**If you fail in your obligations after the disaster, we compensate third party injured or their successors, but we can take action against you to recover the amount paid.**

**5. GUARANTEES FOR VISA REFUSAL AND REFUND OF PREMIUM DUE TO VISA REFUSAL**

(if the option is mentioned in your certificate )

**5.1 VISA REFUSAL**

Following a refusal of visa on the part of the authorities before whom the application was made, the expenses are paid for this visa application within the limit of 50 Euros. For the payment you must send us all the documents justifying the request for visa and expenses incurred as well as the notification of refusal.

**5.2 REFUND OF PREMIUM FOLLOWING VISA REFUSAL**

Following a duly justified refusal of visa, we will refund the insurance premium you paid to obtain this visa.

**6. SPECIAL PROVISION MULTI TRIP PACKAGE**

The Multi Trip package is a guarantee for multiple journeys for frequent travellers, with as many journeys covered as needed within 365 days after taking out the policy, with a maximum of 90 days per journey.

**ADMINISTRATIVE PROVISIONS**

**CONDITIONS FOR MODIFICATION OR CANCELLATION OF CONTRACT**

All requests for refunds as a result changes in the dates concerning the duration of your travel insurance policy will only be considered if the amount to be reimbursed exceeds 25 € and you can provide a copy of the ticket justifying this change.

**EFFECTIVE DATE AND DURATION OF CONTRACT**

The contract takes effect on the date and duration indicated in the insurance certificate, subject to payment of dues.

The contract is concluded for a firm period without tacit renewal, and cannot be terminated and reimbursed during the period.

**DELAIS ET MODALITES DE DECLARATION DES SINISTRES**

Either in writing or verbally against receipt at the company's headquarters or at the representative of the company indicated in the terms and conditions from the

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moment you have become aware of the loss. You must report the claim within 5 working days. If this condition was not met, we may be relieved of any obligations to reimbursement.

**You must report the claim within 5 working days. If this condition was not met, we may be relieved of any obligations to reimbursement.**

If the damages cannot be determined by mutual agreement, they are evaluated by means of an amicable and obligatory expertise, subject to our respective rights. Each of us selects his own expert. If these experts are not in agreement amongst themselves, they rely on a third and all those three work together and with majority votes. Failure by any of us to appoint an expert or if two experts agree on the choice of the third, the appointment is made by the President of the Tribunal de Grande Instance at the place of residence of the policy holder. This appointment is made on a petition signed by at least one of us that not having been signed, is summoned to the expertise by registered letter. Each shall bear the costs and fees of his expert and where necessary, half of those of the third.

#### **PRESCRIPTION**

All actions in respect of this contract, whether coming from you or us, can be exercised during a period of **two years** from the date of the event giving rise thereto (Articles L114-4 and L114-2 of the Insurance Code).

However, this period does not run:

- In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, as from the date on which the Insurer is aware thereof,
- In the event of an incident, from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up until then.

The prescription is increased to **Ten years** in the event of coverage against incidents affecting persons, when the Beneficiaries are the Beneficiaries of the deceased Insured person.

#### **IDENTIFIABLE DETAILS**

All information collected by the Insurer is necessary for the processing of the file. This is used by the Insurer or by professional organisations for the sole necessities of this process, or to satisfy legal or regulatory obligations.

Personal data collected thereby is subsequently intended for GROUPAMA ASSISTANCE, the entity responsible for the process. The data is to be used for managing the Customer relationship, granting insurance coverage, market research and commercial organisation, statistical studies, risk assessment, security and prevention of non-payment and fraud, recovery and fight against money laundering and financing terrorism, as well as applying international sanctions.

This will only be subject to other external communications to meet legal and regulatory obligations with the tax authorities and insurance regulators (ACPR in France).

The information/personal data collected may, in accordance with the above purposes, on the occasion of various operations, be the subject of a transfer to a country in the European Union or outside the European Union.

In the context of a transfer to a country outside the European Union, rules ensuring the protection and security of this data have been put in place.

In accordance with Articles 38, 39 and 40 of Law No. 78-17 of 6 January 1978 relating to computers, files and liberties, the Subscriber has a right, at the registered office of the Insurer, of access for communicating or rectifying any information concerning them and appearing on any file for the use of insurance companies, their agents, re-insurers and the professional bodies concerned.

#### **SUBSTITUTION IN YOUR RIGHTS AND ACTIONS**

In consideration of payment of compensation and up to the amount thereof, we become beneficiaries of the rights and actions that you have against all responsible for the loss, in accordance with the Article L 121-12 of the Insurance Code. If we can no longer perform this action, for your part, we can be relieved of all or some of our obligations to you.

#### **PENALTIES FOR MISREPRESENTATION IN THE SUBSCRIPTION**

**Any concealment or misrepresentation, any omission or inaccuracy in the statement of risk is penalized as provided in the Articles L 113-8 and L 113-9 of the Insurance Code:**

- **in case of bad faith on your part: abrogation of the contract;**
- **if your bad faith is not established: a reduction of compensation as a percentage of the premium paid in relation to the premium that would have been due if the risk had been fully and exactly declared.**

#### **PENALTIES APPLICATION IN CASE OF MISREPRESENTATION AT THE TIME OF SINISTRE**

**Any fraud, concealment or intentional misrepresentation on your part in the circumstances or the consequences of an accident results in the loss of any entitlement or compensation for the loss.**

#### **FOR ANY REQUEST FOR REPATRIATION ASSISTANCE**

For all requests for Assistance, the Insured (or any person acting on his behalf) must contact GROUPAMA Assistance by recalling the GSL contract reference:

Call from France : 01.55.98.57.35

Call from abroad : (+33) 1.55.98.57.35

The GROUPAMA Assistance team can be contacted 7 days a week, 24 hours a day-,

#### **FOR ANY CLAIM OF REIMBURSEMENT OF HEALTH AND HOSPITALISATION EXPENSES**

Contact OPRA, by writing to:

[claim@assurance-voyage-schengen.com](mailto:claim@assurance-voyage-schengen.com), or by letter to:

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**ASSURANCE VOYAGE SCHENGEN**  
**BP 90248**  
**13747 VITROLLES CEDEX - FRANCE**

Or by phone :

- From France : 04.86.51.05.03
- From abroad : (+33) 4.86.51.05.03

**FOR ANY OTHER CLAIM**

Contact OPRA, by writing to:  
[claim@assurance-voyage-schengen.com](mailto:claim@assurance-voyage-schengen.com), or by letter to:

**ASSURANCE VOYAGE SCHENGEN**  
**BP 90248**  
**13747 VITROLLES CEDEX - FRANCE**

Or by phone :

- From France : 04.86.51.05.03
- From abroad : (+33) 4.86.51.05.03

**PROCEDURE FOR REVIEW OF CLAIMS**

In case of difficulty, first consult your regular representative : OPRA

1. In case of disagreement or dissatisfaction with the implementation of your contract **for coverage assistance**, we invite you to contact MUTUAIDE ASSISTANCE by calling 01.41.77.45.50, sending an email to [medical@mutuaide.fr](mailto:medical@mutuaide.fr), or by post to:

**MUTUAIDE ASSISTANCE**  
**SERVICE QUALITÉ CLIENTS**  
**8/14 AVENUE DES FRÈRES LUMIÈRES**  
**94368 BRY-SUR-MARNE CEDEX**

If the answer is not satisfactory, the Subscriber may address his claim to the "Claims" service of the Special Lines Group:

- By letter to:

**GROUPE SPECIAL LINES**  
**SERVICE RÉCLAMATIONS**  
**6-8 RUE JEAN JAURÈS**  
**92800 PUTEAUX**

- By email :

[reclamations@groupespeciallines.fr](mailto:reclamations@groupespeciallines.fr)

If the response to the complaint remains unsatisfactory, the Subscriber may contact the "Claims" Department of Groupama Rhône-Alpes Auvergne:

- By letter to :

**GROUPAMA RHÔNE-ALPES AUVERGNE**  
**SERVICE CONSOMMATEURS**  
**TSA 70019 – 69252 LYON CEDEX 09**

- By email :

[service-consommateurs@groupama-ra.com](mailto:service-consommateurs@groupama-ra.com)

Finally, if the disagreement persists regarding the position or the proposed solution, the Subscriber can request Insurance Mediation:

- By letter to :

**MÉDIATION DE L'ASSURANCE**  
**TSA 50110**

**75441 PARIS CEDEX 09**

- By internet on the website

[www.mediation-assurance.org](http://www.mediation-assurance.org)

2. In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to make it known to GROUPE SPECIAL LINES by writing to [reclamations@groupespeciallines.fr](mailto:reclamations@groupespeciallines.fr) **for insurance cover**.

If you are unsatisfied with the response, you may send a letter to:

**GROUPAMA RHONE-ALPES-AUVERGNE**  
**SERVICE CONSOMMATEURS**  
**TSA 70019**  
**69252 LYON CEDEX 09**

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. Your issue will be dealt with within a maximum of 2 months.

Should you remain dissatisfied, you can write to the Ombudsman whose details are as shown above.

The FFSA mediator is not competent to know about contracts signed to cover professional risks.

**INSURER AND INSPECTION BODY**

In accordance with the Insurance Code (Article L 112-4), it is specified that the insurance undertaking of GROUPE SPECIAL LINES and GROUPAMA Assistance est l'ACPR, 61 rue Taitbout 75436 Paris Cedex 09.

**Translation of an original document into French. In the event of discrepancies or misinterpretations resulting from the translation, the original French document will always prevail.**

**SCHENGEN TRAVELER INSURANCE - GSL CONTRACT No. ADP20181628  
GENERAL CONDITIONS VALIDATING INFORMATION NOTICE Ref GSL-SCHENGEN072018  
IN ACCORDANCE WITH ARTICLE L141-4 of the French Insurance Code**

GUARANTEES ACCORDED AUTOMATICALLY		
Guarantees	Amounts	Deductible
<b>Assistance</b>		
<b>Repatriation :</b> <i>In case of illness or accident</i> <b>Repatriation and sanitary transport</b>	Real expenses	No
<b>Surgical, pharmaceutical, hospitalization expenses incurred abroad</b> (Reimbursement on proof – Advance on Hospitalization expenses)	35 000 € per person and per insurance period	80 € per claim, except in the event of an accident where there is no deductible
<b>Of which dental expenses</b>	100 € per person and per insurance period	No
<b>Extension of stay in a hotel</b>	Up to 46 € per day with a maximum of 10 days	No
<b>Transmission of messages</b>	Real expenses	No
<b>In Case of death</b> <b>Repatriation of body</b> <b>Coffin fees</b>	3 500 € 1 000 €	No
<b>Shipment of drugs</b>	Real expenses	No
<b>Legal assistance in the country of stay</b>	Within the limit of 6 000 € per person and per insurance period	No
<b>Search and rescue expenses</b>	Within the limit of 762 € per person and per insurance period	No

OPTIONAL GUARANTEES GRANTED IF THOSE ARE MENTIONED IN YOUR INSURANCE CERTIFICATE		
Guarantees	Amounts	Deductible
<b>Privacy Liability</b>		
<b>Material Damage and Consequential Damage</b> <i>Whose</i> <b>Material Damage and immaterial consequential with an excess</b> <b>Body injury and immaterials consequential</b>	1 500 000 € per claim  30 000 € per claim 1 500 000 € per claim	80 € per claim

OPTIONAL GUARANTEES GRANTED IF THOSE ARE MENTIONED IN YOUR INSURANCE CERTIFICATE		
Guarantees	Amounts	Deductible
<b>VISA Refusal</b>		
<b>Visa Refusal</b>	Within the limit of 50 € per claim	No
<b>Refund of the premium due to visa refusal</b>	Within the limit of the premium paid	10 €