

TOURIST TRAVEL INSURANCE
TERMS AND CONDITIONS - INFORMATION NOTICE





# **TOURIST TRAVEL INSURANCE**

## TERMS AND CONDITIONS - INFORMATION NOTICE

POLICY GSL N° ADP20192398 REF. GSL-AGISTOURISME082019

Coverage under your policy is governed by the Insurance Code. The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties.

Your policy includes these **terms and conditions**, and your certificate of Insurance. This coverage applies to all trips made during the validity of your policy with a maximum of 90 consecutive days per trip. Coverage is valid for the duration of the policy referred to in the Insurance Certificate.

Please read carefully your **terms and conditions.**They detail our respective rights and obligations and answer the questions you may have.

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## 1. DEFINITIONS

#### 1.1. DEFINITION OF THE PARTIES UNDER THE POLICY

**INSURED/BENEFICIARIES:** natural person or group referred to in the insurance certificate, no age limit, provided that their residence for tax and legal purposes is located in the European Economic Area, Switzerland, Andorra Monaco, in the DROM and in the COM upon claim to the Policyholder on the AGIS SAS website.

**THE INSURER:** Groupe Special Lines on behalf of Groupama Rhône-Alpes Auvergne. Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28 Company governed under the Insurance Code and supervised by the Prudential and Resolution Supervision Authority, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09

ASSISTANCE SERVICE PROVIDER: Mutuaide Assistance – 8-14 Avenue des Frères Lumière 94368 BRY-SUR MARNE cedex. – S.A. au capital de €9,590.040 fully distributed – Company governed by the Insurance Code and registered in the Trade and Commerce Registry Ref. RCS 383 974 086 Créteil under the Authority of the Prudential Supervisory and Resolution, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.

**POLICYHOLDER** Agis SAS owns Mondial Care brand and www.mondialcare.eu website, operates as a Broker-Designer, distributor and manager of this Travel Insurance Program. Agis SAS on behalf of the insured/beneficiary named in the Insurance certificate and agrees to transfer to the Insurer, the premium paid to him by the Insured/beneficiary. Agis SAS on behalf of the insurer, processes and settles claims which are not under the assistance coverage directly by Groupama Assistance. Agis SAS - Allsure Global Insurance Solutions SAS - International Insurance and Reinsurance Brokerage Company RCS Paris B 524 120409 Registration No. 10057380 in the register of Insurance Intermediaries - Orias - 1 rue Jules Lefèvre - 75311 Paris Cedex 9 - Activity under the supervision of ACPR - Banque de France Prudential Supervisory and Resolution Authority, 4 Budapest Square CS 92459, 75436 Paris.

## 1.2. DEFINITION OF ASSISTANCE WORDING

**ACCIDENT:** Any bodily injury unintentionally caused by the Insured, arising from the sudden action of an external cause.

Accident includes food poisoning

**SERIOUS PERSONAL INJURY:** Unexpected health deterioration resulting from the sudden action of an unintentional external cause on the part of the victim found by a competent medical authority that gave rise to a prescription issued for the patient and involving any work activity or otherwise to be stopped.

**BAGGAGE:** Travel bags, suitcases, trunks and their contents, excluding clothes worn by the Insured.

**BENEFICIARIES:** The insured, the members of his family accompanying him on trips, which insurance benefits and assistance services may be claimed for.

## SPOUSE:

✓ Spouse: the person who entered into a marriage with the Insured and not legally separated.



- ✓ Partner: the person in a de facto relationship with the Insured, for a minimum of one year and in the same community of interest as a married couple.
- ✓ The cosignatory of a civil partnership with the Insured.

**FORFEITURE:** Deprivation of the right to any amounts or services provided under the policy as a result of the insured failing to comply with certain obligations under the current Laws and Regulations.

**HOME - COUNTRY OF USUAL RESIDENCE:** The main and usual country of residence of the Insured located in the European Economic Area, Switzerland, Andorra, Monaco and in the DROM and COM before his travel departure and referred to in the Insurance Certificate.

**DEPENDENT CHILDREN:** Children are regarded as dependent in the following cases only:

- ✓ If they are under 21,
- ✓ if they are over 21 and under 25 and still study. Any annual Income or remuneration they received shall be under the minimum amount taxable under the I.R.P.P
- √ if they are disable (not able to support themselves, regardless of their age)
- ✓ if they were born alive within three hundred days from the day of the accident that resulted in the death of the INSURED.

**EUROPEAN ECONOMIC AREA:** France Metro, Germany, Algeria, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Jordan, Malta, Morocco, Monaco, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden, Switzerland, Tunisia, Turkey

**ABROAD:** Worldwide, except the home country of the Insured.

Costs of operations carried out by rescuers or rescue agencies, other than your going out specially for the purpose of looking for you in a location lacking al means of organized or nearby rescue.

**RESCUE COSTS:** transportation costs after an accident (when you have been located) from the place where the accident occurs to the nearest hospital.

**FUNERAL COSTS:** costs of preservation of the corpse, handling, laying out, special transportation arrangements, conservation care mandatory under the law, packaging and most basic coffin necessary for the transport and in compliance with local law, excluding any burial, embalming and ceremony costs.

Pharmaceutical, surgical, consultation and hospitalization costs medically prescribed, necessary for the diagnosis and treatment of a pathology.

**DEDUCTIBLE:** The amount set and to be paid by the Policyholder or the Insured in case of compensation. The deductible can also be mentioned in day or as a percentage.

**CIVIL WAR**: Civil war means two opposing factions of one same nation who oppose or part of the population opposing the established order. These forces control part of the territory and have regular military forces.

**FOREIGN War:** Foreign war means a state of armed conflict between two or more states with or without a declaration of war.

**HOSPITALISATION:** emergency intervention for over 24 consecutive hours in a public or private hospital, unscheduled and that may not be postponed.



**ILLNESS:** Any deterioration in health established by a medical authority, requiring medical attention and the absolute cessation of any professional or other activity.

**CHRONIC ILLNESS**: illness that progresses slowly. Serious illness: Sudden and unexpected deterioration of health established by a competent medical authority resulting in the patient being issued with a prescription of medication and involving any professional or other activity to be stopped.

**FAMILY MEMBERS** A family member is any spouse or de facto spouse, living under the same roof, any child, brother or sister, father, mother, step-parents, grandparents, grandchildren, brothers-in-law and sisters-in-law.

**VALUABLES:** Pearls, jewelry, watches, furs worn, as well as for any sound and/or image reproduction device and their accessories, hunting rifles, fishing gear, laptops.

**LIMITATIONS:** a period after which a claim is no longer admissible.

**CLAIM:** all the damaging consequences of an event resulting in any of the covers taken out to be claimed. All damage resulting from the same original cause shall constitute one single claim.

**SUBROGATION:** the action where your rights and actions against anyone liable for your damage, is subrogated to us in order to obtain reimbursement of the amounts we have paid after a loss.

THIRD PARTY: any natural or legal person, excluding:

- ✓ The insured individual and his/her family members,
- ✓ Individuals accompanying him/her
- ✓ His/her employees, whether on wages or not, in the performance of their duties.

## 2. TERRITORIALITY OF THE POLICY

Coverage under this policy applies worldwide to all trips of less than 90 consecutive days made by the Insured outside his country of residence.

Two types of travel may be taken out:

- ✓ MEDIUM HAUL: Germany, Algeria, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Egypt, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Malta, Morocco, Monaco, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden, Switzerland, Tunisia, Turkey
- ✓ **LONG HAUL:** Rest of the world (countries not listed in the Medium Haul DROM and COM residents fall under the Long Haul zone regardless of the destination

## 3. COMMON EXCLUSIONS TO ALL COVERAGE

× ACCIDENTS INTENTIONALLY CAUSED BY THE INSURED, THE CONSEQUENCES OF HIS SUICIDE OR ATTEMPTED SUICIDE, AS WELL AS ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS NOT MEDICALLY PRESCRIBED.



- \* ACCIDENTS OCCURRING WHEN THE INSURED IS THE DRIVER OF A VEHICLE AND HIS/HER BLOOD ALCOHOL LEVEL EXCEEDS THAT LEGALLY ALLOWED IN THE COUNTRY WHERE THE ACCIDENT OCCURED.
- \* ACCIDENTS RESULTING FROM THE INSURED BEING INVOLVED IN A BRAWL (EXCEPT IN CASES OF SELF-DEFENCE OR TO HELP A PERSON IN DANGER), A DUEL, AN OFFENCE OR A CRIMINAL ACT.
- \* ACCIDENTS OCCURRING WHEN FLYING AN AIRCRAFT AS A PILOT OR A CREW MEMBER OR WHEN PRACTICING SPORTS WITH OF FROM THIS AIRCRAFT.
- ACCIDENTS CAUSED DURING SPORTS PRACTICE WHETHER OR NOT AT PROFESSIONAL LEVEL, OF ANY SPORTS REQUIRING THE USE OF MOTORISED MECHANICAL GEAR AS A PILOT OR A PASSENGER. Sports practicing means training, trials, participation in sports events or competitions,
- **×** Accidents caused by war, civil or foreign, declared or not in one of the following countries: However, the risks of war can be covered by surcharge and upon prior request.
- \* THE CONSEQUENCES OF IONISING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE WASTE PRODUCTS OR CAUSED BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION THROUGH MODIFICATION OF THE STRUCTURE OF THE NUCLEUS OF THE ATOM.





## 4. OTHER ASSISTANCE BENEFITS

Benefits and services apply both abroad and in the country of residence of the insured

#### IMPLEMENTATION OF BENEFITS

Under penalty of inadmissibility, requests for assistance should be made directly by the INSURED (or any person acting on his/her behalf) by any of the following means:

## **By phone:**

For assistance GROUPAMA Assistance	For Insurance Mondial Care by AGIS
From France: 01.55.98.57.35	From France: 01.82.83.56.26
From overseas: (+33) 1. 55.98.57.35	From overseas: (+33) 1.82.83.56.26

#### On the Website

By logging into your Customer Space created at the time of purchase of your insurance, you can **lodge a claim** and attach your supporting documents healthcare coverage forms, plane tickets, boarding passes, etc.). Our team will contact you to complete the information necessary for the reimbursement and review your claim.

#### BENEFITS PROVIDED

Benefits provided under this policy may only be triggered with the prior agreement of GROUPAMA ASSISTANCE.

As a result, no expenses arbitrarily incurred by the Beneficiaries/Insured will be reimbursed by GROUPAMA ASSISTANCE.

For the assistance cover to apply, the Insured shall imperatively contact GROUPAMA ASSISTANCE on the contact number shown on the personal identification card.

#### **IMPORTANT**

- ➤ GROUPAMA ASSISTANCE may not, under any circumstances, replace any local emergency response authorities.
- In any event, the decision to provide assistance is solely that of the GROUPAMA ASSISTANCE doctor, after contacting the doctor on site and any family of the Insured.
- Medical authorities have the exclusive power to decide on repatriation, the choice of means of transport and the place of hospitalization.
- > Bookings are made by GROUPAMA ASSISTANCE. We will decide and choose repatriation, as well as the most appropriate means.



## 4.1. REPATRIATION OR MEDICAL EVACUATION

If the condition of the Insured requires medical care or particular medical checks that cannot be performed on site, GROUPAMA ASSISTANCE will arrange and pay for

- ✓ transportation to a regional hospital centre or in a country likely to provide care;
- repatriation to the place of residence of the Insured if there is no closer suitable medical centre.

Depending on the severity of the case, repatriation or transport shall be carried out under medical supervision if necessary and by the following most appropriate means: air ambulance, regular airline aircraft, train, sleeper, boat, ambulance.

Where hospitalization on arrival is not necessary, transportation shall be provided up to the place of residence of the INSURED.

If hospitalization was not possible in a medical care facility nearby the place of residence, GROUPAMA ASSISTANCE will arrange and pay, health condition permitting, for transportation from the hospital to the place of residence.

# 4.2. REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL, HOSPITAL EXPENSES, INCURRED ABROAD.

This cover applies exclusively outside the country of residence of the INSURED.

Reimbursement covers the costs as set below, provided they are related to the medical care received outside the country of residence of the INSURED, following an unpredictable illness, or an accident suffered abroad.

GROUPAMA ASSISTANCE shall reimburse the amount of medical expenses abroad and payable by the INSURED, after reimbursement by the social security or any other insurance or pension fund he is a member of, up to the amount specified in the table of benefits, for the duration of the Policy.

The INSURED or his successors, undertake(s) to take all steps necessary to recover these costs from the relevant agencies and to provide the following documents:

- ✓ original statements from social and/or pension agencies substantiating the payments received;
- ✓ photocopies of medical bills establishing the expenses incurred.

## Nature of medical expenses eligible for additional reimbursement

- ✓ -Medical fees.
- ✓ Costs of medication prescribed by a doctor or a surgeon.
- ✓ Cost of ambulance or taxi ordered by a doctor for a local drive.
- ✓ Costs of hospitalization by medical decision.
- ✓ Dental emergency within the limit of the amount specified in the table of benefits.

Medical expenses will no longer be paid from the day GROUPAMA ASSISTANCE is able to proceed with the evacuation of the Insured to metropolitan France or to his/her country of residence.



## Advance on hospital expenses

When the Insured is in hospital, hospital costs may be advanced within the limit of the amount covered in respect of the additional reimbursement of medical expenses, subject to the following conditions:

- ✓ medical care has been prescribed in accordance with GROUPAMA ASSISTANCE doctors,
- ✓ The INSURED cannot be moved, by decision of those same doctors.

No advance shall be granted from the date the Insured can be evacuated.

In all cases, the Insured agrees to reimburse the amounts received within thirty days from receipt of the invoice.

#### 4.3. ACCOMPANYING UNDER AGE CHILDREN

The Insured is ill or injured and unable to take care of his children under the age of 18 travelling with him. To accompany them on their return home, GROUPAMA ASSISTANCE will organize and pay for the return trip for a person of the choice of the insured, from his country of residence, and by the appropriate means of transport and based on the local availability, on the basis of a 1st class train ticket or economy class air ticket.

These children will be accompanied by a family member or a relative duly designated and authorized by the family of the beneficiary or one of his rightful beneficiaries, or, failing that, by a hostess made available by GROUPAMA ASSISTANCE. GROUPAMA ASSISTANCE will also organize and pay for the costs of the stay (accommodation, breakfast set in the Table of Benefits.

The children's tickets remain at the Insured's expenses.

# 4.4. RETURN OF AN ACCOMPANYING PERSON OR SPOUSE AND ACCOMPANYING CHILDREN IN THE EVENT OF REPATRIATION OF THE INSURED

We will arrange and cover the return of an accompanying person or spouse and accompanying Children in the event of the repatriation of the insured to his home, where the means originally provided for their return may no longer be used as a result of the repatriation. We will decide and chose repatriation, as well as the most appropriate means.

## 4.5. PERSON AT THE INSURED'S BEDSIDE IN HOSPITAL

We will arrange and pay **up to the amount set in the Table of Benefits** for the hotel accommodation of a person at the Insured's bedside in hospital, whose condition does not justify or hold back immediate repatriation.

GROUPAMA ASSISTANCE will also pay for the return ticket to metropolitan France of this person (or to his/her country of residence) if this person is unable to use the means initially planned.

If the hospitalization exceeds ten days, and if no one stays with the insure, we will cover the costs of transport from metropolitan France or the insured's home (by train 1st class or by air, in economy) of a person designated by the insured, we will also arrange the hotel stay for that person **up to the amount set in the Table Of Benefits.** 

The cost of catering remains the responsibility of this person. This cover is not cumulative with the "Extended Stay" cover.



## 4.6. EXTENSION OF STAY

If the insured's condition does not require hospitalization, and his medical condition holds up his repatriation, and the duration of the planned mission has expired, GROUPAMA ASSISTANCE will pay for the costs for extending his stay up to the amounts listed in the Guarantee Table.

The nature of the extension costs eligible for reimbursement: Accommodation or hotel costs

The cost of catering remains the responsibility of the Insured. This cover is not cumulative with the "Presence with the Insured" cover.

#### 4.7. MESSAGE DELIVERY

This cover applies exclusively outside the country of residence of the INSURED.

GROUPAMA ASSISTANCE will transmit all private messages intended for the INSURED when he/she cannot be reached directly, in case of hospitalization, or any messages left by him/her for the attention of one of his/her family member.

## 4.8. REPATRIATION OR TRANSPORTATION OF THE BODY IN THE EVENT OF DEATH

GROUPAMA ASSISTANCEE will arrange and pay for the transportation of the corpse of the INSURED from the place the body was laid in the coffin to the place of burial in metropolitan France or to the Insured's place of residence. GROUPAMA ASSISTANCE will pay for additional expenses required for the transportation of the body, including the cost of a coffin, **up to the amount set in the Table of Benefits.** 

Incidental, service, burial or cremation expenses in metropolitan France shall be borne by the families.

In the event of a temporary burial, GROUPAMA ASSISTANCE will arrange and pay for the costs of transportation of the body of the Insured to the place of final burial in metropolitan France or to the insured's place of residence, at the expiry of the exhumation legally required period.

#### 4.9. ACCOMPANYING THE DECEASED

GROUPAMA ASSISTANCE will arrange and pay for the return of the other INSURED individuals on site to metropolitan France (or to the place of residence of the Insured) up to the place of burial, if they are unable to return using the initially planned means.

In the event where administrative reasons impose a temporary or permanent burial on site, GROUPAMA ASSISTANCE will arrange and pay for the return ticket (1st class train or economy class air) of a family member to travel from his home in metropolitan France (or in another country where the Insured resided), to the place of burial, and for his hotel stay.

GROUPAMA ASSISTANCE will arrange the hotel stay for a family member required to travel and will pay for the actual costs **up to the amount stated in the Table of Benefits**.

#### 4.10. EARLY RETURN

If the insured is required to curtail his trip due to one of these events planned in his home country:



- ✓ Serious and unforeseen hospitalization or death of a family member (spouse, concubine, ascendant or direct descendant, brother, sister),
- ✓ Serious and unforeseen hospitalization or death of the person in charge of the custody of the disabled child (minor or adult) of the insured who remains at home,
- ✓ Flooding, fire, break-in at the insured's home making his presence necessary,

To attend the funeral of a family member (spouse or de facto spouse, direct ascendant or descendant, brother, sister) GROUPAMA ASSISTANCE will arrange and pay for the transport (1st class train or economy class air) of the INSURED from the place of residence to the place of burial in metropolitan France or in another home country of the INSURED.

In the absence of proof (hospitalization bulletin, proof of kinship certificate of death, loss report, complaint report etc.) within 30 days, GROUPAMA ASSISTANCE will reserve the right to charge to Insured for the cost of the service.

For this benefit to be granted, the individual appointed to take care of the disabled child who remains at home must have been mentioned at the time of purchasing the trip.

Only additional costs to those the INSURED would have normally incurred for his return to his place of residence, will be paid for.

#### 4.11. MEDICATION SHIPPING

This cover applies exclusively outside the country of residence of the INSURED.

GROUPAMA ASSISTANCE shall take all actions to get and send the medication essential to continue the ongoing treatment in the event where, after an unforeseeable event, the INSURED is unable to get the medication or its equivalent.

The cost of these drugs shall be paid by the INSURED.

## 4.12. ADVANCE ON BAIL AND PAYMENT OF LEGAL FEES

This cover applies exclusively outside the country of residence of the INSURED.

If, in the event of unintentional breach of the law of the country visited by the INSURED, the INSURED is required to pay a bail, GROUPAMA ASSISTANCE shall advance this bail **up to the amount indicated in the table of benefits,** against a certificates of indebtedness.

GROUPAMA ASSISTANCE will pay the legal fees of legal representatives used by the INSURED **up to the amount set in the table of benefits.** 

The Insured agree to repay the advance made for the bail costs within thirty days from the refund of the bail by the authorities.

This benefit shall not cover any legal action initiated in the country of origin of the INSURED as a result of events that occurred abroad.

Intentional offences are not eligible for the "Advance of bail costs" and "Payment of legal fees" benefits



# 4.13. ASSISTANCE IN THE EVENT OF THEFT, LOSS OR DESTRUCTION OF DOCUMENTS OR MEANS OF PAYMENT

This cover applies exclusively outside the country of residence of the INSURED.

In the event of loss or theft of documents, GROUPAMA ASSISTANCE will give advice on procedures to complete (complaint filing, document renewal, etc...).

In the event of theft or loss of the means of payment (credit card, cheque book), GROUPAMA ASSISTANCE will, against payment of the corresponding amount by a third party and after prior approval of the financial agency issuing the payment order, grant a cash advance of a maximum amount as set in the table of benefits for basic necessities expenses.

#### 4.14. ADVICE ON DAY-TO-DAY LIFE

When called between Monday and Friday, from 9:00 to 21:00 (except public holidays), GROUPAMA ASSISTANCE will provide the INSURED with the necessary information in the following areas:

- ✓ Airports
- ✓ Airlines
- ✓ World Trains
- ✓ Economic data from on the visited country
- ✓ International press
- ✓ Currency
- ✓ Currency exchange
- ✓ Embassy Administrative information
- ✓ Embassies

- ✓ Visas
- ✓ Police/Customs Formalities
- ✓ Time difference
- ✓ Phone
- ✓ Restaurants
- ✓ Car rental
- ✓ International driving license
- ✓ Climate, weather
- ✓ Health, hygiene
- ✓ Immunization

Limitations of Groupama Assistance

## ARE EXCLUDED:

- \* Any personalized legal consultation or any assessment of a special case,
- \* Any assistance in drafting legal documents,
- × Any handling of litigation case,
- × Any payment of fees, remuneration for services,
- × Any cash advance,
- × Any medical advice or diagnosis.

With regard to the particular area of financial information, GROUPAMA ASSISTANCE will not conduct any comparative survey on the quality of policies, services, rates charged by financial institutions, and excludes any introduction or presentation of a particular product.

In any case, GROUPAMA ASSISTANCE will not, when responding to a question involving the law and practice, give any personal opinion or advice based on legal rules that would allow the person receiving this information to make a decision.

Answers will not be confirmed in writing and no related documents will be sent.



## 4.15. SEARCH AND RESCUE COSTS

Insurance applies, up to the amount set out in the Table of Benefits, to pay for the search and rescue costs that may be incurred by the Insured if the insured is reported missing or at risk, provided that:

- ✓ Search and rescue operations are carried out by public or private rescue agencies or isolated rescuers to assist the Insured;
- ✓ Search and rescue operations are carried out as a result of an accident included in the guarantee of this policy.

However, in the event that the Insured was not injured, but would nevertheless have been reported missing or at risk in such circumstances that search and rescue costs would have been covered had he sustained an accident, these costs will be reimbursed up to half of the amount set out in the Table of Benefits

The search and rescue costs resulting from non-compliance with the safety rules issued by the operators of the site and/or the regulatory provisions governing the activity practiced by the Insured.

#### COSTS OF RESCUE ON SKI RUNS

Search costs that may be incurred by the Insured, in the event of the intervention of public or private services or professional rescuers, duly approved.

In the event of an accident on the legally open ski runs, and subject to the failure of the social agencies, the Assister will pays for the descent costs by train or helicopter, from the accident site to the bottom of the slopes or to the centre of nearest emergency services to the accident site.

However, GROUPAMA ASSISTANCE must be notified of the occurrence of the event before the end of the stay, from the station, tin order for this benefit to be applied.

## **EXCLUSIONS TO ASSISTANCE SERVICES PROVIDED**

#### **ARE EXCLUDED:**

- **CONVALESCENCE AND AILMENTS (ILLNESS, ACCIDENT) CURRENTLY TREATED BUT NOT YET CONSOLIDATED.**
- \* PRE-EXISTING ILLNESSES DIAGNOSED AND/OR TREATED, RESULTING IN HOSPITALISATION WITHIN THE SIX MONTHS PRIOR TO THE REQUEST FOR ASSISTANCE.
- **\*** TRAVEL FOR THE PURPOSE OF DIAGNOSIS AND/OR TREATMENT.
- Pregnancy conditions, unless unforeseeable complication, and in any case, from week 36 of pregnancy.
- **×** CONDITIONS RESULTING FROM THE USE OF DRUGS, NARCOTICS AND RELATED PRODUCTS NOT MEDICALLY PRESCRIBED, ALCOHOL CONSUMPTION.
- **\*** THE CONSEQUENCES OF A SUICIDE ATTEMPT.
- \* DAMAGE INTENTIONALLY CAUSED BY AN INSURED OR THAT RESULTING FROM HIS INVOLVEMENT IN A CRIME, AN OFFENCE OR A BRAWL, EXCEPT IN CASE OF SELF-DEFENCE.
- \* EVENTS OCCURED WHILE PRACTISING DANGEROUS SPORTS (RAIDS, TREKKING, ROCK CLIMBING...) OR PARTICIPATION OF THE INSURED AS A COMPETITOR IN SPORTS COMPETITIONS, BETS, MATCHES, RALLIES OR TRIAL RUNS, AS WELL AS THE ORGANISATION AND PAYMENT OF ALL SEARCH AND RESCUE COSTS.



- \* THE CONSEQUENCES OF AN INTENTIONAL BREACH OF THE REGULATION OF THE VISITED COUNTRIES OR PRACTICES NOT AUTHORISED BY THE LOCAL AUTHORITIES.
- **×** CONSEQUENCES OF IONISING RADIATIONS
- The consequences of ionizing radiation emitted by nuclear fuels or radioactive waste products or caused by weapons or devices intended to explode by altering the structure of the nucleus of the atom.
- \* THE CONSEQUENCES OF CIVIL OR FOREIGN WAR, OFFICIAL BANS, SEIZURES OR CONSTRAINTS BY THE SECURITY FORCES.
- \* THE CONSEQUENCES OF RIOTS, STRIKES, PIRACY, WHEN THE INSURED IN ACTIVELY INVOLVED.
- **\* THE CONSEQUENCES OF WEATHER OBSTACLES SUCH AS STORMS AND HURRICANES.**

IN ADDITION TO THE ABOVE EXCLUSIONS AND WITH REGARD TO THE MEDICAL, SURGICAL, PHARMACEUTICAL OR HOSPITAL COST COVER ABROAD, THE FOLLOWING ARE NOT COVERED:

- \* THE CONSEQUENCES OF RIOTS, STRIKES, PIRACY, WHEN THE INSURED IN ACTIVELY INVOLVED.
- **\* THE CONSEQUENCES OF WEATHER OBSTACLES SUCH AS STORMS AND HURRICANES.**
- \* EXPENSES INCURRED AFTER AN ACCIDENT OR AN ILLNESS MEDICALLY ASCERTAINED PRIOR TO THE INSURANCE PURCHASE.
- × The costs of treating a condition
- \* EXPENSES INCURRED FOR THE TREATMENT OF A PATHOLOGICAL, PHYSIOLOGICAL CONDITION OR PHYSICAL MEDICALLY ESTABLISHED PRIOR TO THE COVER EFFECTIVE DATE UNLESS A CLEAR AND UNFORESEEABLE COMPLICATION OCCURS.
- \* EXPENSES FOR INTERNAL, DENTAL, OPTICAL, HEARING AID, FUNCTIONAL, AESTHETIC OR OTHER PROSTHESES, EXPENSES INCURRED IN METROPOLITAN FRANCE AND IN THE OVERSEAS DEPARTMENTS OR IN THE COUNTRY OF RESIDENCE OF THE INSURED, WHETHER OR NOT RESULTING FROM AN ACCIDENT OR ILLNESS OCCURRED IN FRANCE OR IN ANY OTHER COUNTRY.
- **EXPENSES FOR SPA THERAPY, SEA AND SUN THERAPY, STAY IN A NURSING HOME, REHABILITATION EXPENSES.**

## **ASSISTANCE - GENERAL TERMS OF INTERVENTION**

GROUPAMA ASSISTANCE FINANCIAL LIABILITIES

Any of the above mentioned assistance benefits arranged by the INSURED or his relatives will only be reimbursed provided that they have been first approved by GROUPAMA ASSISTANCE

Expenses incurred will be reimbursed on provision of supporting documents, within the limits of those that GROUPAMA ASSISTANCE would have incurred to arrange the service. Where GROUPAMA ASSISTANCE is to arrange the early return of the INSURED to metropolitan France (or to his country of Residence), the INSURED may be requested to use his travel ticket.

Where GROUPAMA ASSISTANCE has paid for the return of the INSURED, the INSURED is required to take the necessary steps to reimburse his unused tickets and to refund the amount received to GROUPAMA ASSISTANCE within three months from the date of return.

Only additional costs to those the INSURED would have normally incurred for his return to his home, will be paid by GROUPAMA ASSISTANCE



Where GROUPAMA ASSISTANCE has approved the change of a contractually set destination, its financial liability shall not exceed the amount that would have been incurred, had the original destination been kept.

Where hotel accommodation expenses are covered, GROUPAMA ASSISTANCE shall only pay for the costs of the room actually incurred, up the above limits and those mentioned in the table of benefits, all other costs excluded.



## **FOR MEDICAL EXPENSES**

## Medical expenses in case of hospitalization abroad outside the home country

In the event of an accident or illness requiring hospitalization on site, the cardholder shall show this card at the hospital admission desk.

The admission desk is will have the validity of the card confirmed with GROUPAMA ASSISTANCE whose contact details are shown on the card (by phone or fax).

Fees will be paid directly to the hospital by GROUPAMA ASSISTANCE y unless the Insured is required to make and advance payment.

The Policyholder Company, the Insured or his beneficiaries agree to take all necessary steps to obtain reimbursement of these costs (in full or in part) from the Social Security and/or other any complementary agencies the Insured is a member of and to immediately repay any amount received under this cover, to GROUPAMA ASSISTANCE

IMPORTANT This guarantee is granted upon approval from GROUPAMA ASSISTANCE, and within the limit of the amount set in the Table of Benefits.



## > Medical expenses excluding hospital expenses abroad outside the home country

The reimbursement of medical expenses excluding hospital expenses shall be made upon return of the insured to his country of origin. He shall produce any necessary receipts.

The Policyholder Company, the Insured or his beneficiaries agree to take all necessary steps to obtain reimbursement of these costs (in full or in part) from the Social Security and/or other any complementary agencies the Insured is a member of.

The Insurer shall pay for the gap of the medical expenses reimbursed by social security and/or any other complementary organizations the Insured of, or his beneficiaries Payment for this gap is limited to the amount set in the Table of Benefits

## Medical expenses in metropolitan France

The reimbursement of medical expenses in Metropolitan France is made upon provision by the Policyholder or the Insured, of the medical certificate, the Health care forms, hospital bills and those of the doctor's fees, social security statements and/or those of any other complementary agencies as well as any reimbursement statements the Insured received as a beneficiary.

## FOR SEARCH AND RESCUE COSTS

In order for the reimbursements to be made, the insured must provide the Insurer with the original detailed request for the reimbursement of search and rescue costs from the local authorities.

#### **❖ FOR LOCAL SERVICES & PERSONAL CARE**

For the assistance cover to apply, the Insured shall imperatively contact GROUPAMA ASSISTANCE on the contact number shown on the personal identification card.

BENEFITS BELOW WILL BE GRANTED PROVIDED THAT THEY HAVE BEEN REFERRED TO IN THE CERTIFICATE OF INSURANCE.

## 5. FLIGHT DELAY, FLIGHT CANCELLATION

(if the option is mentioned in your insurance certificate)

## If, at any airport:

- ✓ The Insured's confirmed scheduled flight is delayed **by four hours** or more from the original scheduled departure time.
- ✓ The Insured's confirmed scheduled flight has been cancelled.
- ✓ The Insured is denied boarding due to unavailable seats and no alternative means of transport is made available within **six hours.**

The Insured will receive compensation of **up to the amount set in the Table of Benefits** for all costs of catering, refreshments, hotel and/or return transfer from the airport or terminal.



## Benefit will not be granted in the following cases:

- \* Temporary or permanent withdrawal of an aircraft, boat or train ordered by the airport, administrative, civil aviation authorities or any other authority, with prior notice of 24 hours before the departure date of your trip
- \* Missed flight or train on which booking was confirmed, for any reason
- \* Flights that the insured has not previously confirmed, unless prevented to do so by a strike or force majeure;
- Denied boarding, as a result of non-compliance with the baggage check-in and/or presentation time at boarding;
- **\*** To any event jeopardizing the security of the insured during the trip when the destination is not recommended by the Ministry of Foreign Affairs.
- Intentional or fraudulent misconduct on the part of the insured;
- The direct or indirect consequences of the malfunctions attributable to the coding of the year that would affect airport facilities or airlines;
- \* The state of civil war or foreign war in the country of departure, transfer or arrival of the scheduled flight;
- × Strikes

#### In the event of an accident

The Insured or his rights holders are required, under penalty of forfeiture, to give notice of the loss simultaneously to AGIS SAS within 5 days of the day he became aware of it.

The insured or his representative must:

- ✓ Have the airline delay established by the airline used by the Insured.
- ✓ Notify MondialCare by AGIS SAS, by registered letter within 5 business days of returning to your home stating the name of the airport, the flight references, the departure and arrival dates and times originally scheduled. After this period, the Insurer shall reserve the right to claim for the forfeiture of cover.

#### 5.1. COVER WHEN CURTAILING YOUR TRIP

(if the option is mentioned in your insurance certificate)

After the medical repatriation of the Insured arranged by GROUPAMA Assistance or any other assistance company, the Insurer will reimburse to members of his family, members or a member under the policy, accompanying the Insured, any expenses of stay already paid for and not used (transport not included) proportionally, from the night following the event resulting in medical repatriation or hospitalization on site (in the event of hospitalization, compensation shall only apply to the Insured hospitalized).

Similarly, if a family member of the Insured who is not participating in the trip is suffering from a serious illness, a serious personal injury or death, and as a result, the Insured must interrupt his stay and GROUPAMA Assistance is repatriating, the Insurer will reimburse the members of his family members or an accompanying person, proportionally, the living expenses already paid for and not used (transport not included) from the night following the date of the early return. The Insurer will also act



in the event of theft, serious damage from fire, explosion, water damage, or caused by the forces of nature to work or individual premises of the insured, and being absolutely required to be there in order to take any necessary precautionary steps, the Insurer will reimburse the members of his family or a person accompanying him, in proportion to the time, the living expenses already paid for and not used (transport not included) from the night following the date of the early return.

#### In the event of an accident

The insured must send all the documents necessary to the claim and thus justify the materiality and the amount of benefits already paid for and not used. In all cases, the Insured must submit the originals of the travel agent detailed invoices stating land and transport services.

#### SPECIAL EXCLUSIONS TO THE CURTAILED STAY COVER:

In addition to the exclusions under "common exclusions to all guarantees", the insurer will not intervene in the following circumstances:

- Cosmetic treatment, cure, voluntary termination of pregnancy, in vitro fertilization and its consequences;
- × Psychic or mental or depressive illness without
- **×** Hospitalization or with hospitalization of than three days;
- × Epidemics;
- × Transportation ticketing;
- Interruptions of stay originating from a known event before the departure on a trip.

#### 6. CANCELLATION COVER

(if the option is mentioned in your insurance certificate)

## **SCOPE OF THE COVER**

The Insurer shall reimburse the Insured for the amount of cancellation or modification fees charged, less the deductible, the amount of which is set in the Table of Guarantee.

#### PERIOD OF COVER

The "Cancellation" cover shall be effective on the day the insured purchases the insurance policy and will expire on the day of his departure on a trip.

## 6.1. CANCELLATION FOR MEDICAL REASONS

The guarantee shall apply to the Insured on the grounds and circumstances listed below, excluding all others, within the limit of the amount and the deductible referred to in the Schedule of Benefits.

Serious illness, serious bodily injury or death, including the after-effects, relapses, complications or aggravated illness or accident established prior to purchasing the trip for:

- √ the insured, his/her spouse by law or de facto, his/her ascendants or descendants,
- ✓ his/her brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters in law, stepfathers, stepmothers, legal guardian



✓ anyone usually living in the same household.

## Complications of pregnancy of the Insured up to Week 28.

- ✓ and results in all professional or other activity to be stopped and provided that at the time of departure, the Insured is not over 6 months pregnant or,
- ✓ if the nature of the trip is incompatible with the pregnancy, provided that the Insured was not aware of her condition at the time of registration to the trip.

It is the responsibility of the Insured to establish the reality of the situation that may give rise to our benefits to apply, therefore, we reserve the right to reject their claim based on the opinion of our doctors, if the information provided does not substantiate the materiality of the facts.

#### 6.2. CANCELLATION ON LISTED CAUSES

The guarantee shall apply to the Insured on the grounds and circumstances listed below, excluding all others, within the limit of the amount and the deductible referred to in the Schedule of Benefits.

**Serious property damage** requiring the presence of the Insured on the day of departure to take the necessary precautionary measures, after a fire, water damage or elements with over 50% damage to their personal or professional premises

Theft in the personal or professional premises of the Insured, requiring his presence on the day of departure, provided that it occurred in the 48 hours before the departure on a trip.

The Insured being summoned for the adoption of a child or as a witness or jury member, for the duration of the insured stay, and provided that he was not aware of the summons at the time the policy was purchased.

**The Insured being called**, on a date in the course of his/her trip, to re-sit for a university exam provided that he was not aware of having failed the exam at the time the policy was purchased.

The insured gets a salaried job or paid internship, effective before or during the scheduled dates for his trip, while he was enrolled in the Employment Centre, provided that it is not a case of extension, renewal or change in the type of employment contract or a mission provided by a temporary work company.

The Insured, his spouse by right or de facto is made redundant, provided that the proceedings were not initiated on the day the insurance was purchased and/or that the Insured was not aware of the date of the event at the time the insurance was purchased.

The Insured is transferred, a non-disciplinary transfer, imposed by his employer, requiring him to move for during the insured stay or within 8 days prior to his departure and provided that he was not aware of the transfer at the time the insurance was purchased. This guarantee applies to salaried employees, excluding members of licensed professionals, executives, legal representatives of companies, self-employed, tradesmen and casual entertainment workers.

Cancellation or change in the date of the Insured paid leave by his employer. This guarantee applies to salaried employees, excluding members of licensed professionals, executives, legal representatives of companies, self-employed, tradesmen and casual entertainment workers. This paid leave which is an earned right, must have been approved by the employer.

**Serious damage to the Insured's vehicle** occurring within 48 hours of departure, and provided that it can no longer be used to drive to the place of stay or to the point of departure.



Insured's identity documents stolen in the 48 hours of departure, (passport, identity card) and are essential to the custom clearance during his trip(s), provided that a theft report was made in the shortest possible time with the nearest police authorities.

An immunization contraindication, the effects of immunization or a medical inability to undergo the necessary preventive treatment for the destination chosen for the insured's trip.

#### 6.3. CANCELLATION ALL CAUSES

The guarantee shall apply to the Insured on the grounds and circumstances listed below, excluding all others, within the limit of the amount and the deductible referred to in the Schedule of Benefits.

Any other random event, whatever it may be, being an unforeseen event, preventing you from leaving and/or carrying out the activities intended during your travel package. Random event means are any unforeseen, unpredictable circumstance that is beyond the control of the Insured justifying the cancellation of the trip. The random event must have a direct causal link with the inability to leave.

#### **AMOUNT COVERED**

The benefit paid under this cover may not exceed the price of the trip reported at the time this insurance was taken out and within the limits set out in the Schedule of Benefits mentioned in the insurance certificate, per insured individual and per event.

The Insurer reimburses the Insured for the amount of cancellation fees charged according to the terms of the cancellation schedule listed in the terms and conditions of the travel agency.

Booking fees, tips, airport and/or air taxes, visa fees and the premium paid in exchange for the purchase of this policy, are not refundable.

#### In the event of an accident

The Policyholder must notify the travel agency of the cancellation as soon as the covered event occurs.

This cancellation must be reported and made to the Insurer within **Forty Eight Hours** from the request for cancellation with the travel agency ("Tour Operator" or Transport Company).

The Insured is reimbursed based on the cancellation fee schedule in effect on the date the event giving rise to a claim, was first found.

The Policyholder shall provide the Insurer with

- ✓ The details of the tour operator
- ✓ The copy of the contract signed with the tour operator as well as any documents necessary to assess the loss
- ✓ The precise reason for the cancellation and all the necessary documentation such as, depending on the nature of the event: the death certificate, the proof of the family link between the Insured and the victim, a hospital certificate, the copy of summons to court, the original receipt of complaint filed in the event of theft ID documents or the copy of the declaration of loss in case of serious damage to the home or any other document necessary to prove the cause of cancellation.

After this period of Forty Eight Hours, if the Insurer suffers any loss as a result of the late report, the Policyholder will forfeit all rights to compensation.



#### SPECIAL EXCLUSIONS TO THE INTERRUPTION OF STAY COVER"

\* The cancellation cover does not cover the inability to leave associated with the material organization, the accommodation or safety conditions at destination.

#### IN ADDITION, THE EXCLUSIONS COMMON TO ALL COVERS SHALL NOT BE COVERED:

- Any event, illness or accident that was initially established, any relapse, aggravation or hospitalization between the date of purchase of the holiday and the date of purchase of the insurance cover.
- \* any circumstance affecting only the enjoyment,
- pregnancy including complications over week 28 and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- × forgotten immunization
- \* failure of any kind, including financial failure, of the carrier making it impossible to fulfill its contractual obligations,
- × The lack or excess of snow,
- any medical event whose diagnosis, symptoms or cause thereof, are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalization more than
   3 consecutive days after the insurance was purchased.
- pollution, local health situation, natural disasters subject to the procedure covered under Article 82.600 of 13 July 1982 and their consequences, weather or climatic events,
- \* the consequences of criminal proceedings the Insured is the subject of,
- × absence of hazard
- \* an intentional act or wrongful act, the consequences of alcoholic conditions and drug use, any narcotic substance mentioned in the public health code, drugs and treatments not prescribed by a doctor,
- simply that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs
- an act of negligence on the part of the insured;
- Any event which the travel agency may be held liable for under the current tourism code;
- \* failure to present the passport or card identity, for any reason, documents essential to the stay, such as passport, identity card, visa, travel documents, immunization record booklet, except in case of theft, within 48 hours prior to departure.
- The use of narcotics or drugs not medically prescribed,
- × under the influence of alcohol.
- × Suicide, attempted suicide.
- \* epidemics, pollution and natural disasters.
- civil or foreign war, riots, popular movements, acts of terrorism, hostage-taking,
- \* The disintegration of the atomic nucleus or any irradiation from an energy source of radioactivity.



## 7. BAGGAGE COVER

(if the option is mentioned in your insurance certificate)

The Insurer shall cover the consequences of theft, loss or destruction of their luggage, objects and personal belongings, taken with the Insured or purchased during travel, outside his main or secondary residence, in the event of:

- ✓ A Theft:
- ✓ Destruction in full or in part
- ✓ Loss during transport by a transport company

LUGGAGE AND VALUABLES COVERED

#### **Insured Items**

Suitcases, trunks, hand baggage and their content provided they contain clothes, personal effects, valuable items taken or bought by the Insured during the insured trip.

#### **Valuables**

Jewelry, items made with precious materials, precious stones, pearls, watches, furs, film, photographic, computer equipment.

#### Limits of Cover

- ✓ For valuable items, pearls, jewelry, watches, furs and any sound and/or image reproduction equipment and their accessories and laptops, hunting rifles, fishing gear, the reimbursement value may in no case exceed the **amount set in the Table of Benefits.**
- ✓ In addition, items listed above are only covered for theft established and duly reported as such to a competent authority (police, gendarmerie, transport company, flight attendant, etc.).
- ✓ Stolen Jewelry is ONLY covered when placed in a safe or when worn by the Insured. The theft of any sound and/or image reproduction device and their accessories is guaranteed ONLY when placed in a safety safe or when worn by the Insured.
- ✓ If a private car is used, thefts will only be covered if the luggage and personal items have been placed in the locked boot of the vehicle and are out of sight. Break in is exclusively covered.
- ✓ When the vehicle is parked on a public road, cover shall apply between 07:00 am and 10:00 pm only

#### SPECIAL EXCLUSIONS TO THE BAGGAGE COVER

- \* The cancellation cover does not cover the inability to leave associated with the material organization, the accommodation or safety conditions at destination.
- \* In addition to the exclusions under "common exclusions to all guarantees", the insurer will not intervene in the following circumstances:
- **\*** THEFT OF LUGGAGE, ITEMS AND PERSONAL EFFECTS LEFT UNATTENDED IN A PUBLIC PLACE OR STORED IN A ROOM WITH COMMON ACCESS TO PEOPLE.
- \* The theft of any sound and/or image reproduction device and their accessories when they have not been placed in a locked firm safety box, when they are not worn, which in fact implies that these devices are not guaranteed when placed under the care to any transport company (air, sea, rail, road, etc.),
- × Oversight, loss (by the transport company only), exchange,
- \* Theft without breaking and duly established and reported by an authority (police gendarmerie, transport company, flight attendant, etc.),



- Accidental damage due to the flow of liquids, fats, dyes or corrosive and contained in the luggage of the insured,
- Seizure of property by the authorities (customs, police),
- Damage caused by moths and/or rodents and by cigarette burns or by a non-incandescent heat source,
- \* Theft in any vehicle that does not have a trunk,
- × Collections, samples from trade representatives,
- × Theft, loss, oversight or damage of cash, documents, books, tickets and credit cards,
- \* The theft of jewelry when not placed in a locked secure safe when not worn, which in fact implies that the jewels are not guaranteed when place in the care of a transport company, whatever it is (air, marine, rail, road, etc.),
- \* The breakage of fragile objects such as porcelain objects, glass, ivory, pottery, marble,
- Consequential damage such as depreciation and deprivation of enjoyment,
- \* The following objects: any prosthesis, equipment of any kind, trailers, valuables, paintings, glasses, contact lenses, keys of all kinds, documents recorded on tapes or films as well as professional equipment, mobile phones, musical instruments, food products, lighters, pens, cigarettes, alcohol, art, beauty products and photo films.

## Amount and method of compensation

The amount shown in the Table is the maximum refund for all loss event occurred during the period of cover.

In the event of total or partial destruction, or in the event of a loss during transport by a transport company, the Insured shall be compensated on the basis of the replacement value by equivalent objects and of the same nature, less depreciation.

In the first year from the date of purchase, the amount repaid will be equal to the purchase value of the baggage or value. The following year, the amount repaid will be calculated up to 75% of the purchase price. In subsequent years the value will be reduced by an additional 10%.

Compensation to the Insured is subject to the provision of supporting documents and is based on the replacement value with equivalent items and of the same nature.

Under no circumstances shall the proportional capital rule under Article L.121-5 of the French Insurance Code apply.

Repayment will be made after deduction of any repayment received from the transport company and deductible.

#### OBLIGATIONS OF THE INSURED IN THE EVENT OF AN INCIDENT

The following documents must be attached to the claim made by the member:

- ✓ The receipt of a complaint in the event of theft or theft report with a competent authority (police, gendarmerie, transport company, flight attendant, etc.) for theft occurred during the stay or for loss by a transport company;
- ✓ The report of loss or destruction established with the carrier (maritime, air, rail, road) when luggage or objects have been lost, damaged or stolen during the period in the carrier's legal care.

If these documents are not provided, the Insured will have his rights to compensation forfeited.



The amounts covered may not be considered as proof of value of the property the Insured claims compensation for, nor as a proof that this property exists The Insured is required to substantiate, by every mean and by every document in his possession, the existence and value of this property at the time of the disaster, as well as the extent of the damage.

If, knowingly, as a justification, the Insured uses inaccurate documents or uses fraudulent means or makes inaccurate or reluctant statements, the Insured will be deprived of any right to compensation, this without prejudice to the lawsuits that we would then be entitled to bring against him.

## Recovery of baggage, personal items or effects

As soon as he's been made aware of, the Insured shall notify the Insurer by registered letter.

If compensation has not yet been paid, the Insured must regain possession of said luggage, items or personal effects; the Insurer is then required to pay for the damage or any missing items.

If compensation has already been paid, the Insured may choose, within fifteen days:

- to relinquish the said luggage, items or personal effects to the benefit of the insurer;
- to recover the said luggage, items or personal effects against the refund of the compensation received by the Insured, less, if applicable, the part of this compensation for damage or missing items.

If the Insured has not notified the Insurer of his option, within fifteen days, the Insurer will assume the Insured has chosen to forsake the said luggage, items or personal effects.

## 8. ADMINISTRATIVE PROVISIONS

## 8.1. CONDITIONS OF CHANGE OR CANCELLATION OF THE POLICY

Any claim for reimbursement caused by a change in the dates regarding the period of your travel insurance policy will only be taken into account if the amount to be reimbursed is over €25 and if you are able to provide a copy of the ticket substantiating this change.

#### 8.2. EFFECTIVE DATE OF THE POLICY

The policy is effective on the date and for the duration referred to in the Insurance certificate, subject to payment of premium. The policy is entered into for a firm period without tacit renewal and may not be terminated and reimbursed during the period.

## 8.3. DEADLINES AND TERMS FOR CLAIMS

Either in writing or verbally with acknowledgement of receipt at company headquarters or at the company representative referred to in the terms and conditions from the time you become aware of the loss event.

You must report the claim within 5 business days. If this condition is not met, we may be relieved of any obligation to reimburse.

If the damages cannot be determined between the parties, they will be assessed through amicable and mandatory assessment, subject to our respective rights. Each of us will choose our respective expert. If these experts do not agree with each other, they will call on a third expert, and all three will operate together and by a majority of votes.



Failing for one of us to appoint an expert or if both experts fail to agree on the choice of the third expert, the President of the High Court of the place of residence of the Policyholder will appoint this expert. This appointment shall be made by simple request signed at least by one of us, the one who did not sign will be summoned by registered letter to attend the assessment. Each one shall pay the costs and fees of their expert and, if necessary, half of those for the third one.

#### 8.4. LIMITATION

In accordance with Articles L 114-1 and L 114-2 of the Insurance Code, all actions derived from this Policy are subject to limitation, i.e. they may no longer be brought after years from the event that gave rise to these actions.

#### **HOWEVER, THIS LIMITATION SHALL NOT RUN:**

- \* in the event of non-disclosure, omission, inaccurate statement on the risk, from the date the insurer became aware of it;
- \* In the event of a loss, from the date the interested parties became aware of it, if they can prove they were unaware of it until then.

The limitation shall be extended to ten years for accident cover affecting individuals when the Beneficiaries are the assignees of the deceased Insured

#### 8.5. PROTECTION OF PERSONAL DATA

Personal data is collected at different stages of our business or insurance activities relating to policyholders or individuals parties or interested in the policies.

This data is processed in accordance with the regulations, including the rights for individuals.

#### Your rights on personal data:

You have rights to your data that may be easily exercised:

- ✓ the right to review the information we have and to request to complete or correct it (access and rectification rights).
- ✓ the right to request your data to be deleted or limited in use (data deletion or limitation rights).
- ✓ the right to object to the use of your data, particularly regarding business development (right to object).
- ✓ right to recover the data that you have personally provided to us for the performance of your policy or which you have given your consent for (right to data portability).
- ✓ right to set guidelines for the retention, deletion and disclosure of your data after your death.

Any request about your personal data may be sent to our Data Protection Officer - SPECIAL LINES GROUP to: 6/8 rue Jean Jaurès — 92800 PUTEAUX or by email : reclamations@groupespeciallines.fr ; and/or au Délégué à la Protection des Données de GROUPAMA in writing « GROUPAMA SA — Correspondant Informatique et Libertés - 8-10, rue d'Astorg, 75383 Paris » or by email to contactdpo@groupama.com.

You may also file a claim with the National Commission for Information Technology and Freedoms (CNIL) if you believe that we have breached our obligations regarding your data.



## PERSONAL DATA PROTECTION AND INSURANCE

## Why do we collect personal data?

Data collected by Special Lines Group at various stages of taking out an insurance or in managing insurance policies are required for the following objectives:

## Contracting, managing, performing insurance or assistance policies

The data about you or the parties, interested or involved in the policy for contracting, managing and performing the policies, are collected for the following purposes:

- ✓ The study of insurance needs in order to offer insurance policies tailored to each situation.
- ✓ Review, acceptance, control and monitoring of the risk
- ✓ Policy management (from the pre-contractual stage to the termination of the policy), and the performance of the policy and guarantees,
- ✓ Customer management
- ✓ Recovery and management of claims and litigation
- ✓ The development of statistics and actuarial studies
- ✓ The implementation of preventive measures
- ✓ Compliance with legal or regulatory obligations
- ✓ Conducting research and development activities under the life of the policy

Health data may be processed if necessary for contracting, managing or performing the insurance or assistance contracts. This information is processed in accordance with medical confidentiality and with your consent.

If a contract is entered, the data is retained for the duration of the policy or claims, and until the legal statute of limitations expires.

In the absence of a policy (prospect data):

- Health data is stored for up to 5 years for probationary purposes;
- any other data may be stored for up to 3 years.

## **\*** Business Development

Special Lines Group and Groupama Group Companies (Insurance, and Services) have a legitimate interest in conducting prospecting actions towards their customers or prospects, and are implementing processes necessary to:

- ✓ Conducting lead management transactions
- ✓ The acquisition, sale, rental or exchange of customer or prospect data in accordance with the rights of individuals
- ✓ Conducting research and development activities as part of client management and prospecting activities

The use of certain means for carrying out prospecting operations is subject to the consent of the prospects. They involve:

- ✓ Using your email address or phone number for electronic canvassing
- ✓ Using your browsing data to provide you with offers tailored to your needs or interests (see cookie notice for more information);
- ✓ forwarding your data to partners.



Anyone may at any time object to receiving advertisements by mail, email or phone from our services (see your rights above).

## Fighting insurance fraud

The insurer, which has an obligation to protect the mutuality of insured and avoid unjustified claims, has a legitimate interest in fighting fraud.

Personal data (including health data) may therefore be used to prevent, detect and manage fraud regardless of the originator. These anti-fraud systems may lead to have their name recorded on a register of individuals with a risk of fraud

The Agency for Insurance Counter Fraud (Alfa) may be sent that data for this purpose. Rights on this data may be exercised at any time by mail to ALFA, 1 rue Jules Lefebvre - 75431 Paris Cedex 09.

The data processed for counter fraud is kept for up to 5 years from the fraud file being closed In the event of a legal proceeding, the data will be retained until the end of the proceeding, and applicable limitations expire.

Those listed as suspected fraudsters will be deregistered, past the 5-year period from record on this list.

## Money Laundering and anti-terrorism financing

In order to meet their legal obligations, the Insurer shall implement surveillance mechanisms against money laundering, the financing of terrorism and allow financial sanctions to be implemented.

The data used for this purpose is kept for 5 years from the closing of the account or the end of the relationship with the insurer. Those relating to transactions carried out by individuals are kept for 5 years from the day of their performance, including in the event of the closing of the account or the end of the relationship with the insurer. TRACFIN may be sent the data for this purpose.

In accordance with the Monetary and Financial Code, the right to access this data is exercised with the National Commission for Information Technology and Freedoms (see cnil.fr).

#### **Transfers of information outside the European Union:**

Personal data is processed within the European Union. However, data may be transferred to countries outside the European Union, in accordance with data protection rules and governed by relevant safeguards (e.g. standard contractual clauses of the European Commission, countries with a level of data protection that is recognized as appropriate...).

These transfers can be made for the performance of these policies, against the fraud, compliance with legal or regulatory obligations, the management of actions or litigation allowing the Insurer to ensure the finding, exercise or defending their rights in court or for the purposes of defending those involved. Some data, strictly necessary for implementing assistance services, may also be transmitted outside the European Union in the interest of the person concerned or safeguarding individual life.



## Who is this information provided to?

The personal data processed are intended, within the limit of their authority.

- ✓ To the Department of Special Lines Group or Groupama Group companies in charge of commercial relations and contract management, anti-fraud or anti-money laundering and counter-terrorism and terrorist financing, audit and supervision.
- ✓ This information may also be communicated, if necessary, to our reinsurers, intermediaries, partners, and subcontractors, as well as to organizations that may be involved in the insurance business, such as the organizations or professional bodies (including ALFA for anti-fraud purposes and TRACFIN for anti-money laundering and ant-terrorist financing).

Information about your health is exclusively intended for the Insurer's medical advisors or other entities of the Group, its medical department or internal or external persons specifically authorized (including our medical experts).

#### 8.6. SUBROGATION TO YOUR RIGHTS AND ACTIONS

In accordance with the provisions of Article L.121-12 of the Insurance Code, GROUPAMA is subrogated, up to the amount of compensation they pay, to the rights and actions of the Insured with respect to Third Parties. If we may no longer exercise this action, from your personal act, we may be relieved from all or part of our obligations to you.

#### 8.7. PENALTIES TO APPLY FOR MISREPRESENTATION AT THE TIME OF THE CLAIM

Any non-disclosure or misrepresentation, omission or inaccuracy in the risk statement is sanctioned under the terms by articles L 113-8 and L 113-9 of the Insurance Code:

- ✓ in case of bad faith on your part: by the policy becoming null and void;
- if your bad faith has not been established: by a lower benefit proportionate to the premium paid against the premium that would have been due had the risk been fully and accurately declared.

#### 8.8. SANCTIONS TO APPLY FOR MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation on your part on the circumstances or consequences of a loss shall result in any entitlement to benefit or compensation for that loss to be forfeited.

## 8.9. FOR ALL REQUEST OF REPATRIATION ASSISTANCE

For all requests for assistance, the Insured (or anyone acting on his behalf) must contact GROUPAMA Assistance by quoting the reference of the GSL policy (see the certificate of insurance given on purchasing the policy):

✓ Phone from France: 01.55.98.57.35✓ From overseas: (+33) 1.55.98.57.35

GROUPAMA Assistance team is available 7 days a week, 24 hours a day.



## 8.10. FOR ANY OTHER LOSS EVENT

Contact MondialCare by AGIS SAS, in writing:

contact@mondialcare.eu

Or by mail to:

MONDIALCARE / AGIS SAS
33 Avenue Victor Hugo
75116 PARIS FRANCE

OR by phone:

✓ From France: 01.82.83.56.26

√ From overseas: (+33) 1.82.83.56.26

Agis SAS owns Mondial Care brand and www.mondialcare.eu website, operates as a Broker-Designer, distributor and manager of this Travel Insurance Program. Agis SAS on behalf of the insured/beneficiary named in the Insurance certificate and agrees to transfer to the Insurer, the premium paid to him by the Insured/beneficiary. Agis SAS on behalf of the insurer, processes and settles claims which are not under the assistance coverage directly by Groupama Assistance. Agis SAS - Allsure Global Insurance Solutions SAS - International Insurance and Reinsurance Brokerage Company RCS Paris B 524 120409 Registration No. 10057380 in the register of Insurance Intermediaries - Orias - 1 rue Jules Lefèvre - 75311 Paris Cedex 9 - Activity under the supervision of ACPR - Banque de France Prudential Supervisory and Resolution Authority, 4 Budapest Square CS 92459, 75436 Paris.

## 8.11. CLAIMS - MEDIATION

The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties. For any issue, the Policyholder will contact the Broker the Insurance policy was entered with

1. If you disagree or are not satisfy with the performance of your policy, please inform MUTUAIDE ASSISTANCE by phone on 01.41.77.45.50, or in writing to medical@mutuaide.fr, or by mail to:

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

#### 2. OTHER ASSISTANCE BENEFITS

If their response is not satisfactory, the Policyholder may send his claim to Special Lines Group's "Claims" department:

By mail:

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

By Email: reclamations@groupespeciallines.fr



If the response to the claim remains unsatisfactory, the Policyholder may contact Groupama Rhône-Alpes Auvergne's "Claims" department:

- By mail:

## GROUPAMA RHONE-ALPES-AUVERGNE SERVICE CONSOMMATEURS 70019 LYON CEDEX 69252

By email: service-consommateurs@groupama-ra.com

Finally, if disagreement persists regarding the position or proposed solution, the Policyholder may refer the matter to the Insurance Mediation:

- By mail:

# La médiation de l'Assurance TSA 50110 75441 PARIS CEDEX 09

- On the website: www.mediation-assurance.org
- **2.** If you disagree or are not happy with the performance of your Policy please contact GROUPE SPECIAL LINES in writing to

reclamations@groupespeciallines.fr

#### for insurance benefits

If the answer is not satisfactory, you may send a letter to:

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

GROUPAMA undertakes to acknowledge receipt of your mail within 10 business days. It will be processed within 2 months at most. If the disagreement persists, you may use the Insurance Mediation. Contact details above.

The FFSA Ombudsman is not competent to know about policies purchased to cover professional risks.

## **8.12. SUPERVISORY AUTHORITY**

In accordance with the Insurance Code (Article L. 112-4) it is noted that the SPECIAL LINES GROUP and GROUPAMA Supervisory authority is ACPR, 4 Budapest Square - CS92459 - 75436 Paris Cedex 09.



## 9. TABLE OF ASSISTANCE BENEFITS

ASSISTANCE BENEFITS	Amounts per person VAT incl. for the duration of the POLICY			
ASSISTANCE TO INDIVIDUALS IN THE EVENT OF AN ILLNESS OR AN ACCIDENT				
Repatriation or medical Evacuation	Actual Costs			
Medical, surgical, pharmaceutical, hospital fees incurred abroad Reimbursement of Actual Costs - Advance on Hospitalization Costs (not limited in time) Deductible: €30	Medium Haul: <b>€75,000</b> Long haul: <b>€150,000</b>			
including Emergency dental expenses	<b>€300</b> per claim			
Accompanying underage children	Travel Ticket*			
Return of the Spouse and Accompanying dependent Children in the event of repatriation of the Insured	Actual Costs			
Person at the INSURED's bedside in hospital	Travel Ticket + Hotel expenses per night - up to 10 night			
Message Delivery	Actual Costs			
ASSISTANCE IN THE EVENT OF A DEATH				
Repatriation or transportation of the body in the event of death	Actual Costs			
Coffin costs	€1,500			
Accompanying the deceased up to two family members	Travel Ticket + Hotel expenses €80 per day per person - maximum 5 nights			
Return of an accompanying person or Spouse and Accompanying Children in case of repatriation of the Insured	Travel Ticket*			
ASSISTANCE BENEFITS				
Early return  ✓ In the event of death or hospitalization of a close relative or caregiver of a disabled child who remains at home  ✓ In case of extensive property damage to the insured's home	Return travel Ticket*			
Medication shipping	Actual Costs			
Advance on bail costs	€30,000			
Legal aid, (legal fees)	€8,000			
Passport or ID Documents Assistance	Assistance and Advice			
Theft or loss of means of payment	Assistance and Advice Cash advance up to €2,300			
Advice on day-to-day life	Assistance and Advice			
Search and Rescue Costs Including rescue on marked tracks	Up to <b>€1, 000 per event</b> Actual Costs			



## 10. TABLE OF OPTIONAL BENEFITS

Optional Coverage	Amounts per person VAT incl. for the duration of the POLICY			
BAGGAGE AND PERSONAL ITEMS				
Loss, damage, theft, or destruction of personal baggage: Including valuables, sports equipment	Up to €1,000 per person Up to €500 per person <u>Deductible:</u> €25 per suitcase			
TRAVEL INCIDENTS				
Flight delay, flight cancellation:  ✓ Delay - 4 hours at departure  ✓ Delay - 6 hours at departure:	€90 per person and €1,000 per event €30 for every 2 hours of delay, up to \$200 per person and €1,000 per event			
Interruption of stay Repayment of unused land benefits proportionate in the event of early return (excluding transport)	(Capped at <b>€2,500</b> per person up to <b>€14,000</b> per event			
	<u>Deductible:</u> €30 per person			
TRAVEL CANCELLATION  Refund of cancellation fee charged by  the travel agent in the event of:  ✓ Death, serious bodily injury, serious illness of the Insured, a family member (as per definition)  ✓ Pregnancy Complications of the Insured  ✓ Serious damage to professional or private premises  ✓ Theft in professional or private premises  ✓ The following administrative or professional summons  ✓ Witness or jurors. procedure for adopting a child  ✓ Exam Re-sit  ✓ Getting a job or paid internship  ✓ Redundancy  ✓ Professional Status  ✓ Cancellation or change in the paid leave*  ✓ Serious damage to the vehicle 48 hours before departure  ✓ Visa denied by the authorities of the visited country	Maximum Benefit: €4,000/pers Full per event on the entire trip: €20,000  Deductible: €30 per person except for:  Cancellation for medical reasons (death, serious bodily injury, serious illness): no deductible			
Cancellation all causes	Maximum Benefit: €4,000/pers Full per event on the entire trip: €20,000  Deductible: 10% of the amount of the claim, minimum €100 per person			