



bynativ

TRAVEL INSURANCE

DIRECT ASSUR POLICY BOOKLET CONTRACTS N° 78 931 625

My medical assistance number 24/7:

From abroad: (33) 1 55 98 57 11 - From France: or 01 55 98 57 11

Fax for assistance: 33 (0)1 45 16 63 92

Email for assistance: medical@mutuaide.fr

A prior phone call is necessary for application of your assistance cover

SCHEDULE OF COVER

COVER	AMOUNTS
REPATRIATION ASSISTANCE	
- Repatriation or medical transport	Actual costs
- Accompaniment during the repatriation or transport	Ticket
- Presence in the event of hospitalization	Ticket + Hotel expenses of €150 per person and per day, for a maximum of 10 days
- Extended hotel stay	Hotel expenses of €150 per person and per day, for a maximum of 10 days
- Hotel expenses	Hotel expenses of €150 per person and per day, for a maximum of 10 days
- Additional reimbursement of medical, surgical, pharmaceutical, and hospitalisation expenses and hyperbaric chamber expenses, abroad (excluding the country of residence of the Subscriber)	€200,000 per person
Excess per claim for medical expenses	€46
- In the event of hospitalisation, cover for the cost of telephone calls with the assistance call centre	Actual expenses up to a maximum of €50 per claim
- Emergency dental treatment	€300
- Transport of the body in the event of death	Actual expenses
• Repatriation of the body	€3,000
• Funeral expenses necessary for the transport	Ticket + hotel expenses of €150 per person and per day, for a maximum of 10 days
• Covering hotel and other expenses of the person accompanying the deceased	Round-trip ticket for a member of the family or a close friend + hotel expenses of €150 per person and per day, for a maximum of 4 nights
• Identifying the body and death formalities when the Subscriber was travelling alone or with one other person	Ticket
- Return of children less than 18 years of age	Ticket
- Sending a doctor to the site	Carriage costs
- Early return	Actual expenses
- Sending out medicines abroad	Actual expenses
- Passing on messages	Ticket
- Minors left at home	€100 per person, maximum
- Return of the beneficiaries	€1,500 per person
- Advance of funds	€15,000 per person
- Legal assistance abroad	€5,000 per person, maximum
• Payment of fees	Actual expenses
• Advance of bail bond	
- Payment of search or rescue expenses	
- Medical advice and information services	
- Psychological support in the event of major trauma following a covered "illness or accident"	Up to two telephone calls per insured person and per insurance period

<p>« ALL CAUSES WITH NOTED EXCEPTIONS » CANCELLATION EXPENSES Ceilings/Caps</p> <p>Excess per person</p>	<p>Pursuant to the conditions of the cancellation expenses scale €10,000 per person, maximum, and €50,000 per event, maximum</p> <p>Medical reasons: €50 per person</p> <p>Other reasons: 10% of the amount of the cancellation expenses</p>
<p>LUGGAGE - Precious objects</p> <p>Excess per claim</p>	<p>€1,000 per person, maximum 50% of the cover amount</p> <p>€30</p>

COVER TAKES EFFECT	EXPIRY OF THE COVER
<p>Cancellation/departure impossible: the day this contract is taken out</p>	<p>For cancellation/outward journey impossible: The day of the departure – place where the group is told to report (for the outward journey)</p>
<p>For other cover: on the scheduled day of departure – at the place to report to that is indicated by the organiser</p>	<p>For other cover: on the scheduled day of return – (at the place from which the group disperses)</p>

The other cover indicated above is applicable throughout the trip corresponding to the invoice issued by the travel agent with a maximum of 120 days as of the date of departure on the trip.

Time limit for subscription: In order to avoid the exclusions related to the period of the loss-generating event, the Cancellation cover should be taken out at the latest 2 business days after enrolment on the trip.

GENERAL PROVISIONS

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code (Code des Assurances Français). These rights and obligations are set forth in the following pages.

Appendix to article A. 112-1

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

Please ensure that you do not already have insurance cover for any of the risks covered by the new contract. If such is the case you are entitled to cancel this contract within fourteen calendar days of it being signed. No charge or penalty is payable if all the following conditions have been met:

- you took out this contract for non-occupational reasons;
- this contract is supplementary to purchase of a product or of a service sold by a supplier;
- you produce evidence that you are already covered for one of the losses covered by this new contract;
- the contract you wish to cancel has not been fully executed;
- you have not declared/claimed for any loss covered by the contract.

In this situation, you can exercise your right to cancel this contract by letter or any other durable medium sent to the insurer of the new contract, together with a document proving that you already have cover for one of the risks covered by the new contract. The insurer must reimburse you the premium paid within thirty days of cancellation.

If you wish to cancel your contract but do not meet all the above conditions, please check the cancellation procedure stipulated in your contract.

Additional information:

The cancellation letter (a template of which is provided below) used to exercise this right must be sent by letter, or any other durable medium, to Assurino – 122bis, quai de Tounis – 31000 Toulouse:

"I the undersigned Mr/Ms..... residing at (address) hereby cancel my contract no. taken out with Allianz IARD pursuant to Article L 112-10 of the French Insurance Code. I hereby certify that on the date this letter is sent, to the best of my knowledge, no loss has occurred that will bring the policy cover into application."

COVERS - CIVIL LIABILITY - COMMON PROVISIONS TO ALL COVER PACKAGES - EXCLUSIONS COMMON PROVISIONS TO ALL COVER PACKAGES - EXCLUSIONS - LAW 26 27 The words in italic and bold are explained at the chapter 4.3 - The words in italic and bold are explained at the chapter 4.3

Consequences of cancellation:

Exercising the cancellation right within the aforementioned period of time results in the cancellation of the contract on the date on which the letter (or any other sustainable medium) is received. You cannot exercise this cancellation right if you are aware of any circumstances entailing a claim under the contract.

In the event of cancellation, you will only be liable for payment of the part of the premium or contribution for the period during which the risk was covered; this period continues until the date of cancellation.

However, the entire premium or contribution will be payable to the insurer if you exercise your cancellation right when circumstances entailing a claim under the contract, and of which you were unaware, occur during the cancellation period.

COMMON PROVISIONS TO ALL COVER PACKAGES

DEFINITIONS

- **Uncertain event or uncertainty** - An unintentional, unforeseeable, unstoppable, and external event
- **Members** - Persons duly insured under this contract, hereafter referred to as «you». With regard to the applicability of statutory provisions on the period of limitation, reference should be made to «the Member» when the articles of the Insurance Code mention «the Insured»..
- **Insurer/Assistance Provider** - Allianz IARD, hereafter termed «we», whose registered office is at:
Allianz IARD - 1, cours Michelet - CS30051 - 92076 Paris la Défense Cedex
- **Terror Attack / Acts of Terrorism** - This means any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously. Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français)
- **Natural Disasters** - This means abnormal intensity of a natural element not arising from human intervention.
- **Insurance Code** - The French Insurance Code (Code des Assurances) is the collection of legislative and regulatory texts that govern the insurance contract.
- **Forfeiture** - Loss of right to Cover for the Loss/Claim in question.
- **Home or Domicile** - The term "home" or "domicile" means your place of main and usual residence.
- **DROM POM COM** - "DROM POM COM territories" are what the DOM TOM territories (French overseas possessions) are now called, since the Constitutional Reform of 17 March 2003 that changed the names and definitions of the DOM TOM territories.
- **Transport Firm** - The term «transport firm» means any company duly approved by the public authorities for carrying passengers.
- **Europe** - "Europe" means the countries in the European Union, Switzerland, Norway, or the Principality of Monaco.
- **Medical expenses** - Pharmaceutical, surgical, consultation, and hospitalisation expenses that are medically prescribed and necessary for diagnosing and treating an illness.
- **France** - By France is meant the European territory of France (including islands located in the Atlantic Ocean, the English Channel and the Mediterranean) plus the DROM POM COM territories (as the DOM TOM French overseas possessions have been called since the Constitutional Reform of 17 March 2003).
- **Excess** - Portion of the compensation that remains to be borne by you.
- **Insurance Claims Manager**
ASSURINCO - 122 bis, quai de Tounis - BP 90932 - 31009 TOULOUSE Cedex / Tél.05 32 09 21 81 / Fax : 05 61 12 23 08 / Mail : gestionassurance@assurinco.com
- **Assistance Claims Manager**
MUTUAIDE - 8-14, avenue des Frères Lumières - 94368 Bry sur Marne Cedex
- **Strike** - Concerted collective action consisting in the employees of a firm, of an economic sector, or of a professional category ceasing to work in order to give weight to their claims.
- **Civil War** - By "Civil War" is meant armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or coup d'état, and any application of martial law or border closure ordered by the authorities of the country in question.
- **War with a Foreign Power** - A «war with a foreign power» means declared or undeclared armed opposition between one State and another State, as well as any invasion or state of siege.

- **Hospitalisation** - Stay of more than 48 consecutive hours in a public or private hospital or clinic, for an emergency operation, i.e. for an unscheduled operation that cannot be postponed.
- **Sickness or Illness or Disease / Accident** - A degradation in health established by a medical authority, requiring medical treatment, and absolute interruption of any occupational or other activity.
- **Member of the family** - "Family member" means any person who can evidence they have a de jure or de facto family tie (kinship) with the Subscriber.
- **Pollution** - Degradation of the environment by substances that are not naturally present in the medium in question being discharged into the air, the water, or the soil.
- **Usual Residence** - The "usual residence" of the Subscriber means their residence for tax purposes.
- **(Claimable) Loss or Loss Event or Claim** - event liable to result in application of cover of the contract.
- **Policyholder** - The natural or juristic person who takes out the insurance contract.
- **Subrogation** - The legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Policyholder for the purposes of proceedings against the opponent).
- **Third Party** - Any person other than the Member who is responsible for the damage, injury or loss.
- **Luggage: guaranteed possessions** - Luggage and its contents, including personal belongings and valuables, belonging to the Subscriber, taken for the trip and/or acquired during the trip.
- **Wear and tear (obsolescence)** - Loss in value of an item due to wear and tear, usage or conditions of upkeep on the day of the claim. Unless otherwise specified in the contract, obsolescence calculated for the compensation payout is 1% per month, capped at 80% of the initial purchase price.
- **Personal belongings** - camera, camcorder, PDA, portable games console, multimedia players, laptop computer. Only personal objects whose purchase date is within the last 3 years.
- **Valuable objects** - Jewellery, watches, furs.
- **Covered Flight** - This is the flight for which you have taken out "FLIGHT DELAY" cover.
However, if the flight is cancelled more than 24 hours before the initially scheduled departure time, the «FLIGHT DELAY» cover covers the replacement flight.
- **Term of Validity of the Covered Flight** - The cover applies only to flights whose validity is no more than 120 days.
- **Flight Delay** - This is the covered flight arriving at its final destination an hour later than its initially scheduled arrival time.
If the initial flight is cancelled less than 24 hours before its departure time, the flight delay is the difference between the time at which the replacement flight arrives at its final destination and the arrival time initially scheduled for the cancelled flight.
- **Initially scheduled Arrival Time**
 - for outward CHARTER flights: the time stated on the outward plane ticket,
 - for homeward CHARTER flights: the time stated by the travel agent,
 - for regular flights: the time set by the airline company.

WHAT IS THE TERM OF THE CONTRACT?

he term of validity corresponds to the duration of the services sold by the organizer of the trip/travel.

Under no circumstances may the term of the cover exceed 120 days as from the day of departure on the trip.

The "CANCELLATION" cover takes effect as of taking out the present contract and it expires on the day of departure on the trip (outward journey).

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?

We cannot intervene when your cover, service, or benefit claims are consequences of damage, injury, or loss resulting from:

- epidemics, natural disasters, and pollution; however, with the exception of a case of force majeure, the Insurer covers assistance and repatriation in the event of epidemics or pandemics if the Subscriber does not voluntarily violate the prohibition of access to the concerned country (countries); Medical costs will be covered until the repatriation of the Subscribers back home, to the extent of the amounts indicated in the contract; **THIS EXCLUSION DOES NOT APPLY TO THE "OUTWARD JOURNEY AND HOMEWARD JOURNEY IMPOSSIBLE" COVER;**
- consequences and/or events resulting from: civil war or war with a foreign power, riots, or civil unrest, pursuant to Article L121-8 of the French Insurance Code;
- consequences and/or events resulting from: a strike;
- consequences and/or events resulting from: a terror attack/act of terrorism;
- the consequences of the voluntary participation by the Subscriber, and people travelling with the Subscriber and insured under this contract, in a crime, offence, riot or strike other than in situations of self-defence;
- deliberate failure to comply with regulations in the country visited;
- improper use of a drug or the use of narcotics that have not been prescribed medically, as judged by a competent medical authority;
- damage resulting from the consumption of alcohol by the Subscriber, and people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family, characterised by the presence in the blood of a level of pure alcohol equal to or greater than the legal limit permitted for drinking and driving set by the regulations of the country visited;
- accidents/damage and their consequences caused or provoked deliberately by the Subscriber, and people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family;
- the practice of any sport professionally;
- participation in endurance or speed trials on board any motorised land, water or air engine;
- participation as a competitor in any competition or event organised by a sports federation or association;
- failure to comply with safety rules brought to the attention of the Subscriber, and people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family, regarding the practice of sports activities;
- the consequences of suicide or attempted suicide of the Subscriber, and the people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family;
- absence of fortuitous event;
- insured goods and/or activities when the insurer is prohibited from providing an insurance contract or service due to a sanction, restriction or prohibition provided for by agreements, laws or payments, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law;
- insured property and/or insured activities when they are subject to any sanctions, restrictions, total or partial embargoes or bans provided for by agreements, laws, or regulations, including those decided by the United Nations Security Council, by the Council of the European Union, or by any other applicable national law. It is understood that this provision only applies if the insurance contract, the insured goods and/or activities fall within the scope of the restrictive sanctions, total or partial embargo or prohibition...

WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?

The cover and/or services and benefits taken out under this contract apply throughout the entire world.

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved.

Each of us chooses an appraiser. If the appraisers do not agree with each other, they call upon the services of a third appraiser, and all three of them operate jointly and by majority vote. Should one of us fail to appoint an appraiser or should the two appraisers not agree on the choice of a third appraiser, the appointment is made by the Presiding Judge of the Regional Court (Tribunal de Grande Instance), ruling in summary proceedings. Each of the contracting parties bears the cost of the fees of its appraiser, and, where applicable, half the fees of the third appraiser.

WITHIN WHAT TIME LIMIT WILL YOU RECEIVE THE COMPENSATION?

Payment will be made within 15 days of the agreement reached between us, or as of the notification of the enforceable court decision.

WHAT PENALTIES ARE APPLICABLE IN THE EVENT YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS?

Any fraud, reticence, or intentional false declaration by you about the circumstances or the consequences of a loss shall result in loss of any right to benefit or compensation for that loss.

IF THERE IS MORE THAN ONE INSURANCE POLICY

Pursuant to the provisions of Article L 121-4 of the French Insurance Code (Code des Assurances),

when more than one insurance policy is taken out non-fraudulently for the same risk, each of them produces its effects within the limits of the cover packages of the contract, and in accordance with the provisions of Article L 121-1 of the French Insurance Code. In such a case, the Subscriber should inform all of the insurers.

Within these limits, the Subscriber may use the insurer of its choice. When more than one insurance policy is taken out wilfully or fraudulently, the sanctions stipulated in the French Insurance Code apply (voidance of the contract and damages & interest).

WHAT IS THE PROCEDURE FOR EXAMINATION OF COMPLAINTS?

Should you encounter difficulties, you should firstly consult your usual contact at Allianz France.

If you are not satisfied with the answer you are given, you may send your complaint by ordinary mail or by e-mail to the following address:

Allianz - Relations Clients (Customer Relations) - Case Courrier BS - 20, place de Seine - 92086 PARIS LA DÉFENSE CEDEX. Email : clients@allianz.fr
Allianz France adheres to the Mediation Charter of the Fédération Française des Sociétés d'Assurances (French Federation of Insurance Companies). In the event of persistent and final disagreement, you have the option, after exhausting the internal processing channels indicated above, of referring the matter to Médiation de l'Assurance (Insurance Mediation) whose postal contact details are as follows :
TSA 50110 – 75441 Paris Cedex 09, without prejudice to other courses of legal action.

AUTHORITY IN CHARGE OF OVERSEEING THE INSURANCE COMPANY

L'Autorité de contrôle prudentiel et de résolution (ACPR) (the Prudential Oversight and Resolution Authority) 61, rue Taitbout - 75436 PARIS CEDEX 09

POLICYHOLDER INFORMATION CONCERNING THE PROVISIONS OF THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTES-CNIL (FRENCH DATA PROTECTION COMMISSION)

You are hereby informed that the information we gather is processed for the purposes of handling this application and the commercial relationship. Some of such processing may be performed by service providers in or outside Europe. Unless you object, your data may also be used by your broker, whose details appear in this document, for prospecting purposes for the insurance products that your broker distributes. Pursuant to the French data protection law ("loi informatique et libertés") of 6 January 1978, as amended by the law of 6 August 2004, you are entitled to access, amend, rectify, delete, and object to the data concerning you by sending a written request to your broker.

Under our risk control and anti-fraud policy, we reserve the right to check all your information, and where appropriate to refer the matter to the competent authorities in accordance with current regulations.

CONSUMERS' RIGHT TO OBJECT TO TELEPHONE MARKETING

If you do not wish to be contacted for the purposes of telephone marketing, you can have yourself added to a telephone marketing opt-out list, free of charge. These provisions apply to any consumer, i.e. any natural person acting for purposes unrelated to their commercial, industrial, craft or self-employed activities.

SUBROGATION

Pursuant to the provisions of Article L121-12 of the Code des Assurances (French Insurance Code), the Insurer is subrogated, up to the compensation paid by it, to the rights and actions of the Subscriber with respect to third parties liable for the loss.

If the subrogation can no longer be operative in favour of the Insurer through the fault of the Subscriber, the Insurer shall be discharged from its obligations with regard to the Subscriber insofar as the subrogation could have been exercised.

LIMITATION PERIOD APPLYING TO ACTIONS DERIVING FROM THE INSURANCE CONTRACT

The provisions governing the period of limitation applying to action deriving from the insurance contract are laid down by Articles L 114-1 to L 114-3 of the French Insurance Code (Code des assurances), these articles being reproduced below:

• **Article L. 114-1 of the French Insurance Code:** Any action deriving from an insurance contract is barred by limitation two years after the event giving rise to the claim.

However, this period of limitation applies:

1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk run, only from the date on which the Insurer became aware of the said risk;
2 In the event of an insurance loss, only from the date on which the interested parties became aware of it, if they can prove they were unaware of it until then.

When the action brought against the Insurer by the Insured Person is caused third-party recourse, the period of limitation starts only on the date on which the third party brings legal action against the Insured Person or has received compensation from the latter. The period of limitation is increased to 10 years in life assurance contracts when the beneficiary is a person distinct from the Policyholder, and, in insurance contracts for personal accidents, when the beneficiaries are also legal beneficiaries of the deceased Insured Person. For life assurance contracts, and notwithstanding the provisions of point 2 above, the beneficiary's right to bring action lapses at the latest 30 years after the death of the Insured Person.

• **Article L 114-2 of the French Insurance Code:** The period of limitation may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of loss adjusters further to a claim. The period of limitation may also be interrupted by the Insurer sending the Insured Person a registered letter with acknowledgement of receipt demanding payment of the premium, or by the Insured Person sending one to the Insurer demanding payment of compensation.

• **Article L. 114-3 du Insurance Code :** Notwithstanding Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by common consent, either change the length of the period of limitation or add causes for suspension or interruption thereof.

• **Additional information:** The ordinary causes for interruption of the period of limitation referred to in Article L 114114-2 of the French Insurance Code are stated in Articles 2240 to 2246 of the French Civil Code, these articles being reproduced below.

• **Article 2240 of the French Civil Code:** Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the period of limitation.

• **Article 2241 of the French Civil Code:** Instigating legal proceedings, even summary proceedings, interrupts the limitation period (délai de prescription), i.e. the time limit for bringing claims or actions in a particular matter, and also any period (délai de forclusion) beyond which a particular right is forfeited if it is not exercised, e.g. the right to appeal. The same applies when the matter is brought before an incompetent jurisdiction, or when referral to the said court is nullified due to procedural irregularity.

• **Article 2242 of the French Civil Code:** Interruption resulting from instigating legal proceedings is effective until the proceedings end.

• **Article 2243 of the French Civil Code:** The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed finally.

• **Article 2244 of the French Civil Code:** The period of limitation or the debarment period is also interrupted by protective measures being taken pursuant to the Code des procédures civiles d'exécution (French Code of Civil Enforcement Procedures) (, or by an enforcement being ordered.

• **Article 2245 of the French Civil Code:** One of the jointly and severally liable obligors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligor of the right of the person against whom the obligor could claim inaction interrupts the period of limitation against all the others, even against their heirs. Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognizing such a right does not interrupt the period of limitation with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the period of limitation with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt the period of limitation for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all the heirs of the deceased obligee, or all the heirs need to recognize this right.

• **Article 2246 of the French Civil Code:** Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor.

To find out about any updating of the aforementioned provisions, please consult the official website www.legifrance.gouv.fr.

COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

The pre-contractual and contractual relations are governed by French law and primarily by the French Insurance Code.

Any legal action relating to this contract shall be brought before French courts which have exclusive jurisdiction. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes you and us.

SANCTIONS IN THE EVENT OF FALSE STATEMENT

Any intentional false statement, omission or inaccurate statement of the circumstances of the risk incurs penalties provided for by the Insurance Code:

- Nullity of your contract in the event of intentional false statement (article L113-8 of the Insurance Code);
- If it is not established that the misrepresentation is intentional, and the misrepresentation is detected before any claimable loss occurs, the contribution (premium) is increased or the contract is cancelled (article L 113-9 of the Insurance Code);
- If the intentional false representation noted after any claim is not established, reduction of your payouts by the difference between the contribution paid and the contribution that would have been paid had the statement been true (article L 113-9 of the Insurance Code).

LANGUAGE USED

The French language shall be used in all pre-contractual and contractual relations.

ANTI-MONEY LAUNDERING

The controls we are legally required to conduct in respect of anti-money laundering and the financing of terrorism, inter alia regarding cross-border capital transfers, may require us at any time to ask you for explanations or supporting documents, even in connection with the purchase of the insured goods. Pursuant to the Informatique et Libertés (French data protection) law of 6 January 1978 amended by the law of 6 August 2004 and the Monetary and Financial Code, you have the right to access your particulars and can exercise this right by writing to the CNIL (the French data protection authority).

WHAT LIMITATIONS ARE APPLICABLE IN CASES OF FORCE MAJEURE?

We cannot be held liable for not providing insurance in cases of force majeure or further to the following events: civil war or war with a foreign power, well-known political instability, civil unrest, riots, acts of terrorism, reprisals, restriction on free movement of people and of goods, strikes, explosions, natural disasters, and disintegration of atomic nuclei; nor for delays in performing services or benefits when such delays result from the same causes.

REPATRIATION ASSISTANCE

TAKING OF EFFECT

Repatriation Assistance: on the scheduled day of departure – at the place to report to that is indicated by the organizer

COVER EXPIRES

Repatriation Assistance: on the scheduled day of return – (at the place from which the group disperses)

If you find yourself in one of the situations mentioned below, we implement the services described, through MUTUAIDE ASSISTANCE 8 – 14 Avenue des Frères Lumière – 94368 BRY SUR MARNE CEDEX, pursuant to the General and Specific Provisions of your contract, simply upon receiving a telephone call (reverse charge call (collect call) accepted from abroad), an email, a fax, a telex or a telegram.

In any event, the decision to provide assistance and the choice of the appropriate means belongs exclusively to MUTUAIDE ASSISTANCE's doctor (medical examiner), after that doctor has contacted the local doctor, and, possibly, the family of the beneficiary. Only the medical interest of the beneficiary and compliance with the applicable health regulations are taken into consideration when taking the transport decision, choosing the means for such transport, and choosing the place of any hospitalisation.

Under no circumstances may the assistance provider act in place of the local emergency services.

WHAT DO WE COVER?

RAPATRIEMENT OU TRANSPORT SANITAIRE

Repatriation or medical transport

If you fall ill or are injured and your state of health requires you to be transferred, we organise and bear the cost of repatriating you, and, where applicable, your bicycle, to your home or to the hospital closest to your home that is best suited to your state of health.

Depending on the seriousness of the case, the repatriation or the transport takes place under medical supervision, if necessary, by the most appropriate of the following means:

- special medical aircraft,
- regular commercial flight, train, sleeper train, ship, ambulance.

ACCOMPANIMENT DURING THE REPATRIATION OR MEDICAL TRANSPORT

If you are transported under the above conditions, we organise and bear the additional costs of transporting members of your family who are insured or a person who is insured under the present contract and who is/are accompanying you, if the tickets purchased for their return cannot be used due to you being repatriated.

PRESENCE IN THE EVENT OF HOSPITALISATION

If you are hospitalised and your state of health prevents you from being repatriated before 7 days have elapsed, we organise and bear the costs of transporting a member of your family or a designated person who was not travelling with you and who had stayed at home, in order for them to visit you.

We also bear the costs of hotel accommodation for that person up to the amount stated in the schedule of cover.

EXTENDED HOTEL STAY

If your state of health does not justify hospitalisation or medical transport, and if you cannot make the homeward journey on the initially scheduled date, we bear your additional hotel stay costs and those of the members of your family who are insured or of a person who is insured under this contract and who is/are accompanying you, up to the amount indicated in the schedule of cover.

As soon as your state of health permits, we organise and bear the additional costs of transporting you and, where applicable, the members of your family who are insured parties or a person who is an insured party and who has/have remained with you, if the tickets purchased for their return cannot be used due to that event.

Moreover, if, the loss or theft, during your trip, of your identity papers indispensable for your return to your country of origin, does not permit you to continue your trip, we cover the additional costs of your hotel accommodation and of that of the members of your family or of a person who is/are insured by virtue of the present contract, and who is/are accompanying you, up to the amount indicated in the schedule of cover.

HOTEL EXPENSES

We reimburse their hotel expenses to a person accompanying you, up to the limit of the sum indicated in the table of the amounts of cover, under the following circumstances:

- You are hospitalized in a different city from the one stated on your affiliation form.
- You die and one of your companions wishes to remain with the body for the time it takes to accomplish the administrative formalities.

ADDITIONAL REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALIZATION EXPENSES ABROAD

After reimbursement by Social Security or by any other welfare or health insurance body, we reimburse the expenses that remain to be borne by you up to the amount indicated in the table of sums insured.

In the event that Social Security does not reimburse any part of those expenses, we cover you from the first euro up to the amount indicated in the table of sums insured.

We also, under the same conditions, bear the costs of minor dental treatment up to the amount stated in the schedule of cover.

An excess indicated in the schedule of cover is deducted per event and per subscriber (except for dental treatment).

COVER FOR THE COSTS OF TELEPHONING THE ASSISTANCE CALL CENTRE

In the event of hospitalisation, we bear the costs of your telephone calls to the assistance call centre, on production of your invoice and up to the limits indicated in the schedule of cover.

TRANSPORT OF THE BODY IN THE EVENT OF DEATH

We organise and cover the cost of transporting the body from the place at which it is placed in the coffin, in Metropolitan France or abroad, to the place of burial.

We also bear the costs of the ancillary expenses necessary for the transport, including the cost of the coffin, and enabling the transport to take place, up to the amount indicated in the table of sums insured.

The costs for the ceremony, ancillaries, burial, or cremation remain incumbent on the families.

We organize and bear the additional costs of transporting members of your family who are insured or a person who is insured under this contract and who is/are accompanying you, if the tickets purchased for their return cannot be used due to this repatriation.

Whenever the deceased Subscriber was travelling alone or with one other person, and for the purposes of identifying the body or of accomplishing administrative formalities, we can cover the cost of the round-trip ticket for a member of the family or a close friend, and their hotel expenses, up to the limits indicated in the schedule of cover.

RETURN OF CHILDREN LESS THAN 18 YEARS OF AGE

If you are sick or injured and if nobody can take care of your children who are aged under 18 who are with you, we organise and bear the costs of the Outward and Homeward journeys for a person of your choice or for one of our hostesses to take them back to your home or to the home of a member of your family.

EARLY RETURN

Should you have to interrupt your trip early under any of the circumstances listed below, we bear the additional costs of transporting you and, where applicable, your bicycle, and the members of your family who are insured or a person who is insured under the present contract and who is/are accompanying you, if the tickets purchased for you and their return cannot be used due to this event.

WE INTERVENE UNDER THE FOLLOWING CIRCUMSTANCES:

- serious illness, serious accident leading to hospitalization or death of a member of your family, of the person replacing you at work, of the person looking after your children who are minors or a disabled person living under your roof, of the legal guardian, or of a person usually living under your roof;
- serious property damage making it absolutely necessary for you to be present and affecting your home or your business premises following a burglary, a fire, or water damage.

SENDING OUT MEDICINES ABROAD

We take all steps to look for and to send out medicines essential to continuing a medical treatment in progress that has been prescribed by a doctor, in the event that you no longer have those medicines with you, following an unforeseeable event, and that it is impossible for you to procure them locally or to obtain equivalents thereof.

You bear the cost of such medicines under all circumstances.

PASSING ON MESSAGES

We forward any messages intended for you when you cannot be reached directly, e.g. in the event of hospitalization.

Similarly, on being called by a member of your family, we can pass on to them any message that you might have left for them.

ADVANCE OF FUNDS ABROAD

Following theft or loss of your means of payment (credit card, chequebook, etc.) or of your initial transport ticket, we grant you an advance of funds, up to the amount indicated in the schedule of cover, in exchange for prior payment by a third party of an equivalent sum to our headquarters.

YOU NEED LEGAL AID ABROAD

a) Payment of fees

Up to the amount stated in the schedule of cover, we bear the cost of the fees of legal representatives whose services you use, if proceedings are being taken against you for unintentionally breaching the legislation of the foreign country in which you find yourself.

b) Advance of bail bond

If, in the event of unintentional breaches of the law of the country in which you find yourself, you are required by the authorities to pay bail, we advance such bail up to the amount stated in the table of the amounts of cover.

That advance must be repaid within one month of the request for repayment we send you.

If the bail bond is repaid within that time limit by the authorities of the country, we must immediately be reimbursed.

PAYMENT OF SEARCH OR RESCUE EXPENSES

We bear, up to the amount indicated in the table of the amounts of cover, the costs of sea or mountain search and rescue following an event endangering your life.

Only the expenses invoiced by a company duly approved for such activities may be reimbursed.

Under no circumstances may we act in place of the local emergency services.

ADVANCE OF MEDICAL EXPENSES

If you are out of your country of residence, and it is impossible for you to pay your medical expenses consequent upon hospitalisation due to an illness or to an accident occurring during the period of cover, we intervene at your simple request to advance the amount of such expenses up to the limits of our commitments. You will be asked to sign a letter of undertaking at your place of stay. This cover ceases as from the day on which we are able to repatriate you, or the day on which you are repatriated to your country of origin. You undertake to pay the sums advanced back to us as soon as possible, and within a maximum time limit of 30 days, and as soon as you or your family receives the reimbursement from Social Security or from any other welfare body.

PSYCHOLOGICAL SUPPORT/COUNSELLING

We provide you with our listening and assistance support helpline up to the limits appearing in the table of the amounts of cover and of the excesses, in the event of major trauma following a covered "illness or accident".

HOW TO DECLARE A LOSS (I.E. HOW TO FILE A CLAIM)

For any request for assistance, you should contact Mutuaide Assistance, 24 hours a day and seven days a week:

By telephone

from France: or 01 55 98 57 11

from abroad: +33 (0)1 55 98 57 11 preceded by the local international dialling code

By Fax

from France: 01 45 16 63 92 ou 01 45 16 63 94

from abroad: +33 (0)1 45 16 63 92 o +33 (0) 33 1 45 16 63 94 preceded by the local international dialling code

By e-mail : medical@mutuaide.fr

and obtain prior approval from MUTUAIDE ASSISTANCE prior to incurring any expense, including medical expenses.

For any request for reimbursement, you should:

Send the duly filled-in claim form (declaration of loss) accompanied by the documentary evidence relating to your request for reimbursement to
MUTUAIDE ASSISTANCE - Gestion des sinistres « assistance » - 8-14, avenue des Frères Lumières - 94368 BRY-SUR-MARNE CEDEX

When Mutuaide Assistance has organised your transport or your repatriation, you should hand over to Mutuaide Assistance the initial tickets, since those tickets then become our property.

«ALL EVIDENCED CAUSES» CANCELLATION

COVER TAKES EFFECT	COVER EXPIRES
Cancellation: the day of subscription to the present contract	Cancellation: on the day of departure – place where the group is told to report (for the outward journey)

WHAT DO WE COVER?

We reimburse the down payments or all of the sums that are kept by the travel agent, less an excess indicated in the schedule of cover and that are invoiced pursuant to the specific sales conditions of the travel agent.

To the exclusion of visa expenses, insurance contribution, and file processing costs, when you are obliged to cancel your trip before you leave (on the outward journey).

UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?

A/ Cancellation for Medical Reasons

We intervene for the following reasons and under the following circumstances, to the exclusion of any other:

SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

Including relapse or worsening of a chronic or pre-existing disease, as well as any after-effects of an accident that occurred prior to subscription to this contract, whenever the state of health of the Subscriber is consolidated at the date of purchase of the insurance:

- of you or of any member of your family (including your common-law spouse or civil partner), as specified in the Definitions paragraph;
- of the person replacing you at work, provided that his or her name is mentioned at the time of subscription to the present contract, on the subscription form (in paper or electronic format);
- of the legal guardian;
- of a person who usually lives under your roof;
- of the person who, during your trip, is entrusted with:
 - looking after your minor children, provided that that person's name is mentioned at the time of subscription to the present contract, on the subscription form (in paper or electronic format);
 - looking after a disabled person, provided that the disabled person is living under the same roof as you, that you are their legal guardian, and that the name of the person looking after them is mentioned at the time of subscription to the present contract, on the subscription form (in paper or electronic format).

In all the cases, we intervene only if the illness or the accident formally precludes leaving home, requires medical treatment, and prevents the sufferer from carrying out any professional or other activity or from carrying out activities stipulated and sold by the travel agent.

It is incumbent on you to establish the reality of the situation entitling you to our benefits or services, and we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not evidence the reality of the events.

COMPLICATIONS DUE TO PREGNANCY

- that lead to absolute interruption of any occupational or other activity and provided that you are not more than 6 months pregnant at the time of departure.

Or

- If the very nature of the trip is incompatible with pregnancy, subject to you not knowing you were pregnant at the time of enrolling on the trip.

B / Cancellation for all evidenced causes

You also enjoy cover in all cases of cancellation, if your departure is prevented by an uncertain event or contingency that can be evidenced.

"Uncertain event" or "contingency" means any circumstance that is not caused intentionally by you or by a member of your family, that is not excluded under the present contract, that is unforeseeable on the day of the subscription, and that stems from the sudden action of an external cause.

CANCELLATION OF A PERSON ACCOMPANYING YOU

A / Cancellation for Medical Reasons

Any person(s) (maximum of 9 people) enrolled at the same time as you and subscriber(s) to this same contract, when the cancellation originates from one of the causes listed above.

If you wish to travel alone, additional expenses are taken into account, without it being possible for your reimbursement to exceed the amount owed in the event of cancellation on the date of the event.

B/ Cancellation for all evidenced causes (excluding medical reasons)

In case of cancellation of one or two people accompanying you, who enrolled at the same time as you, if, on account of that withdrawal, you have to travel alone or with one other person.

If you wish to travel alone, additional expenses are taken into account, without it being possible for your reimbursement to exceed the amount owed in the event of cancellation on the date of the event.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?» we cannot intervene if the cancellation results from:

- any circumstance merely adversely affecting the pleasantness of your trip;
- the mere fact that the destination of your trip or travel is advised against by the French Ministry of Foreign Affairs;
- any event for which liability might fall to the travel agent pursuant to French Law No. 2009-888 of 22 July 2009 (Code du Tourisme (Tourism Code)).
- defaulting of any kind, including financial, by the organizer of your trip, or by the carrier, preventing them from meeting their contractual obligations;
- any non-medical event occurring between the date of booking of your trip and the date this contract is taken out;
- diseases or accidents that are established for the first time, or that are the subject of relapse or worsening, or of hospitalisation between the date of purchase of your trip or travel and the date of subscription to the present insurance contract;
- Pregnancy complications beyond the 6th month.

FOR WHAT AMOUNT DO WE INTERVENE?

We intervene for the amount of the cancellation expenses incurred at the date of the event that can lead to application of the cover, pursuant to the General Sales Conditions of the travel organiser, with a maximum and an excess as indicated in the table of the amounts of cover.

The insurance premium is never refundable.

WITHIN WHAT TIME LIMIT SHOULD YOU DECLARE THE LOSS?

Two stages

1/ As of the first manifestation of the illness or as of awareness of the event leading to application of the cover, you should inform **your travel agent IMMEDIATELY**.

If you cancel the trip with your travel agent later, we reimburse the cancellation expenses only from the date of the first manifestation of the illness or as from the date of the accident leading to the cancellation in accordance with the cancellation scale given in the travel agent's sales terms & conditions.

2/ In addition, you should declare the claimable loss to the claims manager Assurinco within five business days following the event leading to application of the cover, by going onto the website.

HOW TO DECLARE A LOSS (I.E. HOW TO FILE A CLAIM)

You should make your declaration (i.e. file your claim) on the website.

You should let Assurinco have the medical details and documents necessary to examine your claim, and the medical questionnaire to be filled in by your doctor, in a confidential envelope for the attention of Assurinco's medical examiner (médecin conseil).

If you do not have such documents or details, you should procure them from your doctor and send them in a confidential envelope for the attention of Assurinco's medical examiner (médecin conseil).

You should also pass on any details or documents that might be requested of you in order to justify the reasons for your cancellation, and in particular:

- all of the photocopies of the prescriptions prescribing medicines, analyses, or examinations, and any documents evidencing dispensing of such medicines or performance of such analyses or examinations, and in particular the state health insurance fund reimbursement forms bearing copies of the corresponding stickers for the prescribed medicines.
- the reimbursement statements from Social Security or from any other similar body, relating to reimbursement of the costs of treatment and to payment of daily sickness benefit,
- the original of the paid invoice for the amount you were bound to pay to the travel agent or that the travel agent is keeping;
- the number of your insurance contract;
- the enrolment slip issued by the travel agent or the organiser;
- in the event of accident, you should specify the causes and circumstances and provide us with the names and addresses of those who are liable, and, where applicable, of witnesses,
- and any other necessary document.

Furthermore, it is expressly agreed that you accept in advance the principle of examination by our medical examiner. Therefore, if you oppose such examination without legitimate reason, you would lose your rights to the cover.

LUGGAGE

TAKING OF EFFECT

Luggage: on the scheduled day of departure – at the place to report to that is indicated by the organizer

COVER EXPIRES

Luggage: on the scheduled day of return (at the place from which the group disperses)

WHAT DO WE COVER?

We cover, up to the amount indicated in the schedule of cover, your baggage and personal belongings and objects, carried with you or purchased during your trip, outside your main or secondary residence, in the event of:

- theft,
- total or partial destruction,
- loss during carriage by a transport firm.

WHAT ARE THE LIMITATIONS ON OUR COVER?

For precious objects, pearls, jewellery, watches and furs being worn, and for any instrument for reproducing sound and/or image and accessories of such instruments, hunting rifles, and laptop computers, the reimbursement value may, under no circumstances, exceed 50% of the amount indicated in the schedule of cover.

In addition, the objects listed above are covered only for theft established and duly declared as such to a competent authority (police, gendarmerie, transport firm, purser, etc.).

- Theft of jewellery is covered ONLY when the jewellery is placed in a safe or was stolen while you were wearing it.
- Theft of any instrument for reproducing sound and/or image and accessories of such instruments is covered ONLY when they are placed in a safe or stolen while you carried them.

If you are using a private motor car, the theft risks are covered provided that the luggage and personal belongings are contained in the boot (trunk) of the locked vehicle and are out of sight. Only burglary is covered.

If the vehicle is parked on a public street or road, the cover applies only from 7 a.m. to 10 p.m.

WHAT WE EXCLUDE

In addition to the exclusions appearing in the section “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES? We cannot intervene under the following circumstances:

- theft of luggage, personal effects and belongings left unsupervised in a public place or stored in an area made available for shared use by various people;
- theft of any instrument for reproducing sound and/or image and accessories of such instruments when they are not placed in a locked safe, and while they are not being carried, which implies de facto that such instruments are not covered while they are entrusted to any transport firm whatsoever (air, sea, rail, road, etc.);
- forgetting, loss (except by a transport firm), exchange or swapping;
- theft without breaking and entering being duly established and reported by an authority (police, transport firm, purser, etc.);
- accidental damage due to leaks of liquids, greasy substances, dyes or corrosives contained in your baggage;
- confiscation of property by the Authorities (customs, police);
- damage, injury or loss caused by mites and/or rodents, and by cigarette burns or by a non-incandescent heat source;
- theft committed from a convertible, from an estate car, or from some other vehicle not having a boot;
- sales representatives' collections and samples;

- theft, loss, forgetting, or deterioration of cash, documents, books, tickets and credit cards;
- theft/loss of or forgotten or damaged identity papers: passport, identity card or residence permit, vehicle registration document and driver's licence;
- theft of jewellery when it is not placed in a locked safe while it is not being worn, which implies de facto that such jewellery is not covered while it is entrusted to any transport firm whatsoever (air, sea, rail, road, etc.);
- breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, or marble;
- indirect loss such as depreciation and deprivation of use or enjoyment;
- the objects designated below: any prosthesis or aid of any kind, trailers, securities, paintings, spectacles, contact lenses, keys of all kinds, documents recorded on tapes or films, as well as professional equipment, laptop computers or other mobile computing hardware, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohols, works of art, beauty products and photographic films.

FOR WHAT AMOUNT DO WE INTERVENE?

The amount indicated in the table of the amounts of cover constitutes the maximum reimbursement for any claimable losses occurring during the period of cover. **An excess per claim file is indicated in the table of the amounts of cover..**

HOW IS YOUR COMPENSATION CALCULATED?

In case of total or partial destruction, or in case of loss during carriage by a transport firm, you shall receive compensation on documentary evidence and on the basis of the value for replacement with equivalent objects of the same type, minus depreciation.

During the first year as from the date of purchase, the amount reimbursed is equal to the purchase value of the baggage or of the valuable. During the following year, the reimbursement amount shall be calculated for 75 % of the purchase price. The following years, the value is reduced by an additional 10% every year.

In case of theft, you shall receive compensation on documentary evidence and on the basis of the new value for replacement with equivalent objects of the same type.

Under no circumstances is the proportional rule for capital applied, that rule being provided for in Article L.121-5 of the French Insurance Code.

Our reimbursement is made minus any reimbursement obtained from the transport firm and minus the excess.

HOW TO DECLARE A LOSS (I.E. HOW TO FILE A CLAIM)

You should declare the loss on the website.

Your declaration of loss (claim) should reach the claims manager within 5 business days except in the event of force majeure or of an act of God; if that time limit is not complied with, and, as a result, we suffer harm, you lose any right to compensation.

Your declaration of loss should be accompanied by the following items:

- The receipt for the complaint for theft or for the declaration of theft made to a competent authority (police, gendarmerie, transport firm, purser, etc.) when the claimable loss results from a theft during the trip or from loss by a transport firm;
- The documents showing loss or destruction established with the carrier (sea, air, rail, road) when your luggage or objects has/have been mislaid, damaged or stolen during the period when they were legally in the custody of the carrier.

If those documents are not produced, you run the risk of forfeiting your rights to compensation.

The insured sums may not be considered as being proof of the values of the property for which you are claiming compensation, or as being proof of the existence of that property. You are bound to evidence, by any means in your power and by any document in your possession, the existence and the values of such property at the time of the claimable loss, and the scale of the damage.

If, knowingly, you use documents that are inaccurate as evidence or use fraudulent means, or make inaccurate or reticent declarations, you shall forfeit any right to compensation, without prejudice to the proceedings that we would then be grounded to take against you.

WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF THE BAGGAGE, OBJECTS OR PERSONAL BELONGINGS?

You should inform the claims manager Assurincó immediately, as soon as you are informed:

- if we have not yet paid you compensation, you should retake possession of the said luggage, objects, or personal belongings; we are then bound to pay only for any damage or missing items;
- if we have already paid the compensation to you, you may opt, within a time limit of 15 days:
 - either for abandonment of the said luggage, objects, or personal belongings in our favour,
 - or for recovery of the said luggage, objects or personal effects subject to paying back the compensation you have received minus any portion of that compensation that corresponds to damage or missing items.

If you have not made your choice within a time limit of 15 days, we shall consider that you have opted for abandonment.



Une nouvelle idée de l'assurance voyage



UNE SOCIÉTÉ
DU GROUPE



Groupama



Wish you a safe journey

The assistance cover results from Contract No. 78 931 625, taken out by bynativ, whose registered office is in PARIS (75005), and which is registered in the Trade and Companies Register (Registre du Commerce et des Sociétés) of Paris under Number – Code Naf (French activities code): 7911Z, with the Insurer Allianz IARD, a General Insurance and Reinsurance Company governed by the French Insurance Code (Code des Assurances), incorporated as a Société Anonyme with share capital of €991.967.200 (fully paid up), registered in the Trade and Companies Register of Nanterre under No. 542 110 291 – Code Naf 660 E, and located at Immeuble Coeur Défense 82 esplanade du Général de Gaulle – 92086 LA DEFENSE CEDEX, whose registered office is located at 1 cours Michelet – CS30051, PARIS LA DEFENSE CEDEX (92076), through the Broker ASSURINCO (trademark of the brokerage firm Cabinet Chaubert Courtage), registered in the Trade and Companies Register under Number B 385 154 620, whose registered office is located at 122 bis quai de Tounis, TOULOUSE 31, and which is registered in the insurance, bank, and finance intermediaries register ORIAS under No. 07 001 894.