



Travel Insurance

Contract n° 304192



MONDIAL
ASSISTANCE



Sunsail



The Moorings®
Est. 1969

How can we help?*

* Besoin d'aide ?

NOTICE OF INFORMATION DEEMED TO CONSTITUTE GENERAL TERMS AND CONDITIONS FOR POLICY NO. 304 192

Dear Customer,

Taking account of the type of service(s) you are buying and the information you have sent us, we recommend that you take out this insurance policy. This policy comprises the General Terms and Conditions presented below, supplemented by the sales agreement for the Trip, which you receive when you take out this policy.

Before taking out this insurance policy, please carefully read this Notice of Information and the General Terms and Conditions. These specify your rights and obligations and those of the Insurer, and answer any questions that you may have.

WHO IS THE INSURER?

AGA INTERNATIONAL - 37 rue Taitbout - 75009 Paris.

Private company governed by the French Insurance Code.

From 1 March 2016, AGA International - 7 rue Dora Maar, 93400 Saint-Ouen.

WHO IS THIS POLICY AIMED AT?

This policy is aimed at anyone who has booked a boat rental with or without skipper and/or a flight only from Mariner Travel and subject to the terms and conditions below.

WHAT ARE THE CONDITIONS FOR BENEFITING FROM THIS POLICY?

You must have your Home in Europe.

The policy must be taken out on the same day as the booking of the Trip, or no later than two (2) working days after the said booking.

WHAT IS THE DATE OF EFFECT AND TERM OF YOUR POLICY?

The policy is valid from the date it is taken out for any private Trip, of a maximum duration of two (2) consecutive months, sold by the Approved Organisation or Intermediary with which this policy was taken out. The types of cover apply according to the terms and conditions provided for in the «Administrative Provisions».

WHICH TYPES OF COVER ARE PROVIDED FOR IN THE POLICY?

- The types of cover listed below are those which are shown in your sales agreement for the Trip and for which you have paid the corresponding premium.
- To find out the payment amounts and limits and the excess relating to the cover, please refer to the Cover Table. This table also includes a list of general exclusions, along with the exclusions specific to each type of cover.

The policy is drawn up in French and subject to French law.

KEY ELEMENTS

- You may or may not have a right of waiver after taking out this insurance policy. The terms and conditions for exercising this option are detailed in the «Administrative Provisions» of the General Terms and Conditions in Article 3, «Waiver option».
- To avoid multi-insurance, in accordance with article L 112-10 of the Insurance Code:

You are kindly requested to check that you do not already have cover protecting you for one of the risks provided for in the new policy. If you are already covered, you have the right to withdraw from this policy within fourteen (14) calendar days from signing the contract, without incurring any fees or penalties, provided that all of the following conditions are met:

- you have taken out this policy for non-professional purposes;
- this policy accompanies the purchase of goods or services sold by a supplier;
- you prove that you are already covered for one of the risks provided for in the new policy;
- the policy from which you wish to withdraw has not been executed in full;
- you have not declared any claim provided for in this policy.

In this case, you can exercise your right to withdraw from the policy by letter or any other durable format addressed to the insurer of the new policy, with a document in attachment proving that you already have cover protecting you for one of the risks provided for in the new policy. The insurer is required to repay you the premium paid within thirty (30) days of your waiver.

If you wish to waive your policy but do not satisfy all of the conditions above, please check the terms and conditions of the waiver set out in your policy under article 3 «Waiver option».

- Service quality and customer satisfaction are a priority for us. If however, our services have not been completely satisfactory, you can contact us according to the terms provided for in the «Administrative Provisions» of the General Terms and Conditions in Article 12, «Claim assessment procedures».

Urgent need of medical assistance

- ▶ **Contact us (24/7)**
On 00 33 (0)1 42 99 02 02
- ▶ **Please tell us:**
Your policy number
Who is in need of aid?
Where? Why?
Who is looking after the sick person?
Where, when and how can the person be contacted?

Claim request

- ▶ To register your request for indemnification immediately, call:
<https://indemnisiation.mondial-assistance.fr>
- ▶ If you do not have Internet access, contact us (Metropolitan France time zone):
on 00 33 (0)1 42 99 03 95
Monday to Friday between 9.00 a.m. and 6.00 p.m.

The types of cover in this policy, **except for assistance cover**, are regulated by the French Insurance Code.

GENERAL TERMS AND CONDITIONS FOR POLICY NO. 304 192

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DEFINITIONS COMMON TO ALL TYPES OF COVER

The terms starting with a capital letter in this policy are defined either in this chapter, or at the beginning of the description of each type of cover.

ABROAD: any country **except the country where the Insured Person resides and except Countries not covered.**

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

ACCIDENTAL BODILY INJURY: any unintentional bodily injury caused by the sudden action of an external cause, certified by a Physician.

AGGRAVATED THEFT: theft committed by a Break-in or Assault, documented by a detailed crime report.

ASSAULT: any physical assault or threat of physical assault from a Third Party.

ASSIGNEE: a person receiving an indemnity paid, not in his personal capacity, but because of his links with the Insured Person.

BREAK-IN: forcing, damage or destruction of an anti-theft device.

CHANCE EVENT: any unforeseeable event, external to, and outside of the control of, the Insured Person.

CIVIL WAR: armed combat, within the same country, in which different groups, identifiable by their ethnic, religious, community or ideological association, fight one another; or when at least one of such groups opposes the regular armed forces of the country.

COMMON LAW PARTNERS: two individuals who are neither married nor legally registered partners, but who have documentation to prove that they reside in the same household (cohabitation certificate or, in its absence, housing tax documentation, a bill for electricity, gas, water, insurance, or a rent receipt, etc.); and that they lived under the same roof from the date this policy was taken out to the time of the Insured Event.

CONSEQUENTIAL INTANGIBLE DAMAGE: any monetary loss resulting from loss of use of a right, the interruption of a service rendered by a person or an item of property, cessation of activity, or loss of profit or of customers, and which is the direct consequence of covered Bodily Injury or Property Damage.

COUNTRIES NOT COVERED: North Korea. An updated list of all Countries Not Covered is available on the Mondial Assistance website, at the following address: www.mondial-assistance.fr/content/159/fr/pays-exclus.

COVER THRESHOLD: duration, amount or minimum percentage which triggers the Insurer's intervention or the implementation of the cover.

DEDUCTIBLE: the share in the loss payable by the Insured Person when the claim is settled. The amount of the Deductible for each coverage is specified in the Cover Table.

DEPARTURE: the expected date and time of the start of the reserved and insured Trip.

DISPUTE: situation of conflict between the Insured Person and a Third Party, resulting in assertion of a right, resistance of a claim or defence before any court.

EUROPE: territories of the Member States of the European Union, located in geographic Europe, as well as the following territories and countries: Guadeloupe, Guyana, Martinique, Réunion, Liechtenstein, the Principalities of Monaco and Andorra, Switzerland, the Vatican.

The Azores, the Canary Islands and Madeira are not included in this definition.

FOREIGN WAR: armed engagement, declared or not, by one country against one or more other countries or an external, irregular army, particularly motivated by a geographic, political, economic, racial, religious, or ecological dispute.

FRANCE: Metropolitan France (including Corsica), Guadeloupe, Guyana, Martinique, Réunion.

HOME: usual place of residence situated in Europe, which determines the Insured Person's exercise of his civic rights.

ILLNESS: any change in the condition of a person's health as certified by a Physician.

INSURANCE PERIOD: period of validity of this policy

INSURED EVENT: any event giving entitlement to cover and provided for in each type of cover in this policy.

INSURED PERSON(S): the person(s) featured in the sales agreement of the Trip provided that his/their Home is situated in Europe.

INSURER: AGA International, hereinafter referred to by its commercial name, Mondial Assistance, i.e. the Insurer with whom this insurance policy was taken out.

LIMIT PER INSURED EVENT: maximum amount covered for an event giving entitlement to cover, irrespective of the number of Insured Persons in this policy.

NATURAL DISASTER: an event of natural origin caused by the abnormal intensity of a natural agent, and recognised as such by the authorities of the country in which it has occurred.

ORGANISATION OR AUTHORISED REPRESENTATIVE: travel professional, transportation professional or supplier of the insured Trip.

PHYSICIAN: any person who holds a medical qualification that is legally recognised in the country where he habitually carries out his professional activity.

POLICYHOLDER: the signatory of the sales agreement for the insured Trip, who thereby undertakes to pay the corresponding insurance premium.

SERVICE CHARGES: charges levied by the approved Organisation or Intermediary when booking air travel.

SUBROGATION: process by which the Insurer replaces the Insured Person in his rights and legal actions against any party liable for his damages in order to obtain repayment of the sums which the Insurer has paid the Insured Person following an Insured Event.

TANGIBLE LOSS: any accidental damage, destruction, or loss of an item of property, as well as any injury suffered by a domestic animal.

THIRD PARTY: any individual or legal entity except for the Insured Person, him or herself.

TIME LIMITATION: period beyond which any claim or action is no longer admissible.

TRIP: insured transportation and/or stay planned to take place within the period of validity of this policy.

POLICY TERRITORY

The «Cancellation or Change» cover applies to any Trip worldwide, **except for Countries Not Covered.**

The types of cover «Damage to Baggage, Traveller Assistance, Holiday Curtailment and Private Third Party Liability Abroad» apply in the country/countries visited and mentioned in the sales agreement for the insured Trip, **excluding Countries Not Covered.**

The «Transport Delay» cover applies in the country/countries of departure or of origin mentioned in the sales agreement for the insured Trip, **excluding Countries not covered.**

The Insured Person is also covered during his personal travel within the geographic area of his destination country, **except Countries Not Covered.**

COVER TABLE

INSURED EVENTS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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CANCELLATION OR CHANGE

<ul style="list-style-type: none"> • Following the occurrence of an Insured Event 	<p>Reimbursement of the cancellation charges per the scale provided for in the General Terms and Conditions of Sale for the insured Trip.</p> <p>and within the following limits:</p> <p>In the case of Cancellation:</p> <ul style="list-style-type: none"> • €6,500 per insured person, and • €32,000 per Insured Event for all persons insured under this policy, up to a limit of the total amount of cancellation charges <p>or</p> <ul style="list-style-type: none"> • €6,500 per booking (rental or sea crossing) <p>In the case of Change:</p> <ul style="list-style-type: none"> • €300 per insured person or per booking (rental or sea crossing) 	<p>Excess per insured person or per booking:</p> <p>€30</p>
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DAMAGE TO BAGGAGE (*)

<ul style="list-style-type: none"> • Damage to Insured Property during transit and during the Stay 	<p>Indemnity up to the limits of:</p> <ul style="list-style-type: none"> • €1,200 per insured person and per insurance period and • €12,000 per Insured Event for all insured persons 	<p>Excess per insured person and per Insurance Period:</p> <p>€30</p>
<ul style="list-style-type: none"> • Theft of Valuables 	<p>Indemnity up to the limit of:</p> <ul style="list-style-type: none"> • 50% of the amount of the Damage to Baggage cover, per insured person and per Insurance Period 	

(*) The maximum amount of the «Damage to Baggage» cover including «Theft of Valuables» is €1,200 per insured person and per Insurance Period, without exceeding €12,000 per Insured Event for all persons insured under this policy.

TRAVELLER ASSISTANCE

ASSISTANCE DURING THE TRIP

<ul style="list-style-type: none"> • Repatriation Assistance <ul style="list-style-type: none"> - Arranging and paying for the repatriation of the Insured Person to his Home or transportation to a hospital - Arranging and paying for the return of an insured travel companion 	<ul style="list-style-type: none"> • Actual costs • Actual costs 	N.A.
<ul style="list-style-type: none"> • Assistance to the Insured Person's minor children or his disabled adult children <ul style="list-style-type: none"> - Arranging and paying for returning the Insured Person's minor children or disabled adult children to their Home when the Insured Person is repatriated - Arranging and paying the cost of a travel companion's return fare for the return of minor children or disabled adult children when the Insured Person is hospitalised locally 	<ul style="list-style-type: none"> • Actual costs • Actual costs 	N.A.
<ul style="list-style-type: none"> • A visit from a friend or relative in the event that the Insured Person is hospitalised at the location Paying the costs enabling a family member to reach the Insured Person's bedside: <ul style="list-style-type: none"> - return trip - Accommodation costs locally until the Insured Person is repatriated or discharged from hospital 	<p>Actual costs</p> <p>Up to the daily limit of €50 until the Insured Person is repatriated or discharged from hospital</p>	N.A.
<ul style="list-style-type: none"> • Charges for emergency hospitalisation Overseas (*) <ul style="list-style-type: none"> - The Insured Person is affiliated with a basic health insurance plan: <ul style="list-style-type: none"> • direct payment subject to reimbursement by the Insured Person of the amounts he receives from welfare agencies - the Insured Person is not affiliated with a basic health insurance plan: <ul style="list-style-type: none"> • advance <p>(*) Non-accumulation of the maximum amounts envisaged for the «Charges for emergency hospitalisation Overseas» cover and the cover «Emergency medical costs, paid Overseas by the Insured Person (including Emergency Dental Care Costs)».</p>	<p>Up to the following limits, per insured person and per Insurance Period:</p> <ul style="list-style-type: none"> • €150,000 • €150,000 	N.A.

COVERED SERVICES OR REFUNDS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
<ul style="list-style-type: none"> • Emergency Medical Costs paid Overseas by the Insured Person (*) <ul style="list-style-type: none"> - reimbursement of Emergency Medical Costs payable by the Insured Person (except for Emergency Dental Care Costs) - reimbursement of Emergency Dental Care Costs remaining the responsibility of the Insured Person (*) Non-accumulation of the maximum amounts envisaged for the cover «Emergency medical costs, paid Overseas by the Insured Person (including Emergency Dental Care Costs)» and the «Charges for emergency hospitalisation Overseas» cover. 	<p>Up to the following limits, per insured person and per Insurance Period:</p> <ul style="list-style-type: none"> • €150,000 • €300 	<p>Excess per Insurance Period: €30</p>
<ul style="list-style-type: none"> • Assistance in the event of the death of the Insured Person <ul style="list-style-type: none"> - transporting the body - funeral costs - additional costs of transporting insured members of the deceased person's family or an insured travel companion - paying the costs enabling a family member to reach the deceased Insured Person <ul style="list-style-type: none"> • return trip • Local accommodation costs until the body is repatriated 	<p>Actual costs</p> <p>Up to a limit of €2,300 per insured person</p> <p>Actual costs</p> <p>Actual costs</p> <p>Up to a limit per day of €50 for a maximum of 10 days</p>	<p>N.A.</p>
<ul style="list-style-type: none"> • Providing a driver for the return of the Insured Person's vehicle 	<p>Driver's salary and travel costs</p>	<p>N.A.</p>
<ul style="list-style-type: none"> • Legal Assistance Overseas <ul style="list-style-type: none"> - reimbursement of lawyers' fees - advance for bail 	<p>Up to the following limits, per insured person and per Insurance Period:</p> <ul style="list-style-type: none"> • €3,000 • €15,000 	<p>N.A.</p>

INSURED EVENTS	COVER AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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HOLIDAY CURTAILMENT

<ul style="list-style-type: none"> • Package trips, cruises, <ul style="list-style-type: none"> – when the stay is interrupted by one of the Insured Events 	<p>Payment of an indemnity equal to the cost of unused accommodation services (number of nights), up to the following limits:</p> <ul style="list-style-type: none"> • €6,500 per insured person, and • €32,000 per Insured Event for all persons insured under this policy 	N.A.
<ul style="list-style-type: none"> • Flight-only arrangements <ul style="list-style-type: none"> – when the return ticket has not been used as a result of one of the Insured Events 	<p>Reimbursement of the cost of the unused return ticket up to the following limits:</p> <ul style="list-style-type: none"> • 50% of the cost of the insured return ticket • €6,500 per insured person, and • €32,000 per Insured Event for all persons insured under this policy 	

PRIVATE THIRD PARTY LIABILITY ABROAD (*)

<ul style="list-style-type: none"> • Physical injury and consequential intangible loss after insured damage • Tangible loss and consequential intangible loss after insured damage 	<p>Up to €4,500,000 per Insured Loss</p> <p>Up to €45,000 per Insured Loss</p> <p>(*) The maximum indemnity amount for the «Private life third party liability Overseas» cover, all damage combined, is €4,500,000 per Operative Event.</p>	Excess per Insured Loss: €75
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TRANSPORT DELAY

<ul style="list-style-type: none"> • Repayment of Additional Waiting Expenses in the event of transport delay <ul style="list-style-type: none"> – meals, refreshments – the first night of a hotel stay – costs of transfer to another airport or another railway station or another port 	<p>Up to the following limits:</p> <ul style="list-style-type: none"> • per insured person and per Insurance Period: €100 • and the indemnity not exceeding €300 for all insured persons under this policy 	<p>Cover threshold:</p> <ul style="list-style-type: none"> • over 2 hours of delay in departure for all flights on a Regular Airline • over 4 hours of delay in departure for all flights on a Charter Airline • over 4 hours of delay in arrival of trains • over 4 hours of delay in departure for boats
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EXCLUSIONS COMMON TO ALL TYPES OF COVER

In addition to the specific exclusions shown for each type of cover and any exclusions shown in the definitions, the consequences of the following circumstances and events are never insured:

1. damage of any kind decided, caused or instigated by the Insured Person or with his complicity; or following aggravated negligence or malicious intent or wilful misconduct by the Insured Person (Article L113-1(2) French Insurance Code), except in a case of self-defence, or assistance to a person in danger;
2. the Insured Person's criminal convictions;
3. suicide or attempted suicide by the Insured Person;
4. damage following the consumption of alcohol by the Insured Person and/or ingestion by the Insured Person of non-medically prescribed medication, drugs or narcotics;
5. unless otherwise provided for in the cover, damages resulting from War, whether Civil or Foreign, acts of terrorism, riots, popular movements, coups d'état, taking of hostages or strikes;
6. civil or military application of nuclear reaction, i.e. transformation of the nucleus of atoms, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction taking place on a site that transforms the nucleus of atoms;
7. incidents for which liability may be incumbent on either the organiser of the Trip, in pursuance of Title 1 of the French statute n° 2009-888 dated 22 July 2009 regarding the development and modernisation of tourist services, or the transporter, unless otherwise stated in the cover;
8. failure by the Insured Person to comply with the safety rules imposed by the carrier or any rule decreed by the local authorities;
9. failure by the Insured Person to comply with the bans issued by the local authorities;
10. restriction of free movement of individuals and goods, airport closures and border closures;

Also excluded are:

11. damage occurring before this policy was taken out;
12. the consequences:
 - of infectious risk situations within the context of an epidemic,
 - of exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, radioactive agents, or neurotoxic agents or agents with residual neurotoxic effects, which form the subject of quarantine or specific preventive or monitoring measures or recommendations by the international health authorities and/or local health authorities;
 - natural and/or human pollution.

TYPES OF COVER UNDER THE POLICY

CANCELLATION OR CHANGE

DEFINITIONS SPECIFIC TO THIS COVER

CANCELLATION: firm and final withdrawal by the Insured from all the insured services and notified to the Approved Organisation or Intermediary.

CHANGE: postponement by the Insured Person of the insured Trip, subject to this postponement occurring before his Departure and concerning at least, the outgoing Trip date.

Definitions of the terms common to all types of cover appear in the chapter «Definitions Common to all types of cover», at the beginning of the policy.

1. PURPOSE OF THE COVER

When the Insured Person cancels or changes his booking, the Approved Organisation or Intermediary providing the insured service can bill the Insured Person for all or part of the price of the services, known as «cancellation or change charges»; these charges increase as the Departure date approaches. The fees are calculated using the scale on the Coverage Table.

The Insurer reimburses to the Insured Person the total of cancellation or change charges billed, after deduction of the Excess amount shown in the Cover Table.



IMPORTANT

For rented accommodation, cover is granted subject to the rental not being made available to one of the Insured Persons in this policy on the envisaged dates. All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single trip, which only has one single date of departure: the date stated by Approved Organisation or Intermediary on the Trip sales agreement as being the start of the services.

2. EVENTS COVERED IN THE EVENT OF CANCELLATION OR CHANGE

Cancellation or Change must be the result, after the insurance has been taken out, of one of the following Insured Events, which absolutely prevents the Departure of the Insured Person:

► Medical events:

2.1. An Illness, including those related to pregnancy or Accidental Bodily Injury,

which must involve:

- either hospitalisation from the date of the Cancellation/Change up to the originally scheduled Departure date,
- or,
 - the cessation of all professional activity, or home care if the person does not work, from the day of Cancellation/Change to the originally scheduled Departure date,

and

- a medical consultation, including following medical treatment from the day of the Cancellation/Change, or undergoing tests prescribed by a Physician,

with, in all cases, the payment for all this treatment by one of the health insurance organisations with which the Insured Person is affiliated,

occurring to:

- the Insured Person, his spouse, common law or registered partner, his direct ascendants or descendants, as well as those of his spouse, common law or registered partner,

- his brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards,
- 2.2. **A medical contraindication against vaccination, the effects of vaccination, or the medical inability to follow the preventive treatment** that is required of the Insured Person for the Trip destination.

► **Family events:**

2.3. **The death of:**

- the Insured Person, his spouse, common law or registered partner, his direct ascendants or descendants, as well as those of his spouse, common law or registered partner,
- his brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards,

and provided that the Home of the deceased person is not the destination of the Trip.

► **Professional or academic events:**

2.4. **Redundancy of the Insured Person or his or her spouse, common law partner or civil union partner**, on condition that the notice of the personal interview preceding the redundancy was not received before the date the reservation was made for the insured Trip.

2.5. **Obtaining salaried employment or remunerated training**, taking effect before or during the dates of the insured Trip, while the Insured Person was registered as unemployed.

The cover also applies when the Insured Person already has a job under a fixed-term contract at the time of the booking of the insured Trip,

and provided that this policy is:

- regraded under an open-ended contract or
- renewed the day after the date of the end of the contract for a minimum period of three (3) consecutive months.

► **Other events:**

2.6. **The notification of the Insured Person for an organ transplant during the insured Trip.**

2.7. **The Cancellation or Change of insured companions remaining alone or two persons travelling together due to the covered Cancellation/Change of one of the Insured Persons**, provided that they are all insured under this policy and are listed on the same sales agreement for the insured Trip.

However, all of the insured persons who are part of the same household for tax purposes, or who can prove that they are directly related, are insured under the «Cancellation or Change» cover.

3. COVER AMOUNT

The Insurer reimburses, up to the amounts stated in the Cover Table, the total of cancellation or change charges billed by the Approved Organisation or Intermediary for his Trip.

Billed cancellation or change charges will be reimbursed up to the limits shown in the Cover Table, without, however, exceeding the limit per insured person (or per booking for rented accommodation or sea crossing) and the Limit or Insured Event.

The Insurer's indemnity is limited to the costs that would have been charged to the Insured Person if he had informed the Approved Organisation or Intermediary on the day on which the Insured Event occurred.

The Insurer's indemnity may under no circumstances exceed the cost of the insured Trip, declared when this policy was taken out.

The costs of tips, administrative fees, visas, air travel taxes and other fees, excluding Service Charges, as well as the premium paid for taking out this policy, are not reimbursable.

Service Charges are reimbursable in full, provided that they are part of the insured amount, declared when this policy was taken out.

In the case of any Change on account of the occurrence of any of the Insured Events, the Insurer will reimburse the Insured Person his costs of such changes up to the limit shown on the Cover Table. **If the Insured Person changes then cancels the insured Trip, his cancellation charges shall be paid, after deduction of the change charges already reimbursed by the Insurer.**

When the Insured Person cancels or changes his Trip dates following an Insured Event, the Insurer pays the single supplement of the travel companion travelling alone and insured under the same policy, up to the limit of the cancellation charges which would have been billed if he had cancelled himself.

An Excess per Insured Person (or per case for rentals or sea crossings), the amount of which is stated in the Cover Table, is deducted from the indemnity due.

4. COVER EXCLUSIONS

In addition to the «Exclusions common to all types of cover» featuring at the beginning of this policy and any exclusions featuring in the definitions, the consequences of the following circumstances and events are also excluded:

- 4.1. the consequences, after-effects, complications or aggravations of an Illness or Accidental Bodily Injury, which was identified before the insured Trip was booked,
- 4.2. Illnesses or Accidental bodily injury which have already been ascertained or treated, or have been subject to a relapse or worsening or a hospital stay between the date on which the insured Trip was booked and the date on which this policy was taken out;
- 4.3. Illnesses already diagnosed, or resulting in progression, an additional examination or a change in treatment within thirty (30) days before the insured Trip was booked;
- 4.4. Accidental Bodily Injury occurring or resulting in surgery, rehabilitation, additional examination or a change in treatment within thirty (30) days before the insured Trip was booked;
- 4.5. voluntary termination of pregnancy, in vitro fertilisation;
- 4.6. medical contraindications applying to the insured Trip not due to an Illness, including those related to pregnancy, or Accidental Bodily Injury, according to the terms of Article 2.1 of this cover;
- 4.7. lack of vaccination or preventive treatment required for the destination of the insured Trip not justified by a medical contraindication referred to in Article 2.2 of this cover;
- 4.8. refusal by an employer to grant paid leave;
- 4.9. Natural Disasters;
- 4.10. any Insured Event occurring between the date the insured Trip was booked and the date this policy was taken out.

5. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF CANCELLATION OR CHANGE

The Insured Person must notify the Approved Organisation or Intermediary of the Trip of any Cancellation or Change as soon as an Insured Event preventing the scheduled Departure occurs.

The Insured Person must then report the insured loss to the Insurer **within five (5) working days** of the day of his knowledge thereof, except in the case of an act of God or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisation.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer at the following e-mail address:

- reglement.assurance@mondial-assistance.fr

or by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

- **From France (if the Insured Person's current location is in France)**
 - n° 01 42 99 03 95 for French speakers
 - n° 01 42 99 03 97 for non French-speaking Insured Persons
- **Outside France (if the Insured Person's current location is not in France)**
 - n° 00 33 1 42 99 03 95 for French speakers
 - n° 00 33 1 42 99 03 97 for non French-speaking Insured Persons

After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.

6. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT

It is for the Insured Person to prove that all the conditions required for implementation of this «Cancellation or Change» cover are satisfied, based on the supporting documents referred to below.

These documents and all information provided by the Insured Person shall serve as proof of the reason for Cancellation or Change and enable assessment of the amount of his indemnity.

If the reason for the Cancellation or Change is medical, the Insured Person may, if he so wishes, send the medical details in an envelope marked «Confidential» for the attention of the Insurer's medical advisor.

In the absence of supporting documents or if the supporting documents do not furnish material proof of the Insured Event cited, the Insurer is entitled to refuse the Insured Person's claim.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> • confirmation of booking of the insured services, • the invoice for the charges for cancellation or change of the insured services, • if applicable, official documentation specifying the family relationship with the person originating the Cancellation or Change (copy of the official family record book, cohabitation certificate, etc.) • bank identification details, • after assessment of the file, any other supporting document requested by the Insurer.
In the event of illness, including those related to pregnancy or Accidental Bodily Injury	<ul style="list-style-type: none"> • if applicable, prescriptions for medical treatment, • if applicable, the examination report, • if applicable, a copy of the sick leave certificate, • if applicable, the hospitalisation form, • after assessment of the file, and at the request of the Insurer: the reimbursement statements from the health insurance organisation with which the Insured Person is affiliated.
In the event of a contraindication against vaccination, or following a preventive treatment	<ul style="list-style-type: none"> • the medical contraindication certificate for vaccination or taking the preventive treatment, • any medical document proving the condition that makes the vaccination or the preventive treatment inadvisable.
In case of death	<ul style="list-style-type: none"> • a copy of the death certificate, • if applicable, the contact information for the notary in charge of the estate of the deceased Insured Person.
In the event of redundancy	<ul style="list-style-type: none"> • a copy of the notification of the pre-redundancy interview, • a copy of the redundancy letter.
In the event of obtaining employment	<ul style="list-style-type: none"> • recent proof of seeking employment or of registering with an employment office, • a copy of the hiring letter or employment contract.
In the event of obtaining paid training	<ul style="list-style-type: none"> • recent proof of seeking employment or of registering with an employment office, • a copy of the agreement for the paid training.
In the event of a notification for an organ transplant	<ul style="list-style-type: none"> • a copy of the notification.

DAMAGE TO BAGGAGE

DEFINITIONS SPECIFIC TO THIS COVER

INSURED PROPERTY: luggage and contents, including Personal Effects and Valuables, belonging to the Insured Person, carried for the Trip and/or purchased during the Trip.

PERSONAL EFFECTS: objects, clothing, jewellery, accessories and their contents that the Insured Person was carrying on his person at the time of the Insured Event.

STAY: period of cover excluding transportation of the Insured Person and of his Insured Property.

TRANSPORTATION COMPANY: airline, shipping company, or rail company or other provider, responsible for carrying the Insured Property at the time of the Insured Person's Trip.

VALUABLES: any object, other than an item of clothing, with a unit purchase price above **two hundred and five euros (€250)**.

WEAR AND TEAR: depreciation of an item's value caused by time, use or its current condition on the day of the insured loss. Unless stated otherwise in the policy, the Wear and Tear applied when calculating the indemnity is 1% per month up to a limit of 80% of the initial purchase price.

Definitions of the terms common to all types of cover appear in the chapter «Definitions Common to all types of cover», at the beginning of the policy.

1. PURPOSE OF THE COVER

The Insurer covers, up to the limits shown in the Cover Table, damage to the Insured Property at the time of the Trip taken by the Insured Person.

2. INSURED DAMAGE

2.1. During transportation of the Insured Property by a Transportation Company

- **Damage to or loss of the Insured Property during its transportation**

When, at the time of the Trip, the Insured entrusts his Insured Property to a Transportation Company, the Insurer covers any damage or loss to it occurring while it is being transported in the baggage compartment, up to the limit shown on the Cover Table and after deduction of the Excess shown on that same table.



IMPORTANT

As soon as the Insured Person has knowledge of it, he must report the damage to or loss of his baggage to the Transportation Company in order to obtain a written Property Irregularity Report that should be sent to the Insurer accompanied by proof of the original purchase of the Insured Property in question.

Any indemnity that may be paid by the Transportation Company will be deducted from the amount of damage.

2.2. Damage covered during the stay

Upon presentation of original proofs of purchase, and up to the limits shown on the Cover Table, the Insurer covers accidental damage or Aggravated Theft of Insured Property that was brought along or purchased during the Trip, **except in the following particular situations:**

- **Theft of Valuables**

The Insurer covers, up to the limits shown in the Cover Table, Theft of Valuables, **only** if the Insured Person has them on his person, is using them under his direct oversight, or has consigned them to an individual safe deposit box with a time stamp or deposited them in a hotel strong box.

3. DAMAGE INDEMNIFICATION

3.1. Cover amount

Cover is provided up to the cover limits shown in the Cover Table, after deduction of the Excess, the amount of which is also shown in the Cover Table.

The following events are indemnified under the conditions specified below:

- **Theft of Valuables**

The indemnity owed in the event of theft of Valuables may not exceed 50% of the amount of «Damage to Baggage» cover.



IMPORTANT

For the same Trip, the total of the limits envisaged for the above events may not exceed the total limit of the Damage to Baggage cover shown on the Cover Table.

3.2. Damage assessment

- The indemnity owed is calculated based on the original receipts produced by the Insured Person; or, otherwise, based on the replacement value of objects of the same type, minus the deduction for Wear and Tear, and up to the limits shown in the Cover Table.
- Jewels, watches, pearls, gemstones, and objects made of precious metal are indemnified only upon presentation of the original receipt; or, otherwise, upon presentation of an estimate that is certified by an approved expert. No Wear and Tear shall be applied.
- Items associated with images and sound, and their accessories will be indemnified upon presentation of their original receipts; based on their value on the day of the damage, estimated based on their official cost on the second hand market.
- The indemnity owed in the event of damage to Insured Property which can be repaired is calculated based on the repair bill.

In every case, the indemnity owed is estimated by mutual agreement and may never exceed the amount of the loss; it also does not include Resultant Consequential Loss such as transportation charges or telephone charges.

4. IF THE INSURED PERSON FINDS THE STOLEN OR LOST ITEMS

If the Insured Property of the Insured Person is found, **he must notify the Insurer by e-mail at reglement.assurance@mondial-assistance.fr as soon as he has knowledge of this.**

In the event that the Insured Property is returned, the Insured Person undertakes to declare to the Insurer only items that are missing or damaged.

If the Insured Person has already been indemnified by the Insurer, he will repay to the Insurer the indemnity that was paid, subject to a deduction for any objects that may be missing or damaged.

5. COVER EXCLUSIONS

In addition to the «Exclusions Common to all types of cover» featuring at the beginning of this policy (apart from Article 7), and any exclusions featuring in the definitions, the following are also excluded:

► The following circumstances:

- 5.1. theft, damage, or loss, resulting from a decision by an administrative body or a prohibition on the transportation of certain items;
- 5.2. delay, damage, or loss occurring while being transported by an airline that is blacklisted by the European Commission, regardless of its point of origin and destination;
- 5.3. thefts committed by insured persons or family members of the Insured Person (ascendants, descendants, spouse, common law partner or registered partner) or committed with their complicity, or by employees of the Insured Person in the exercise of their functions;
- 5.4. theft committed without a Break-in or by using duplicate keys;
- 5.5. theft of Insured Property that is committed in a public place, when those articles were not under continuous surveillance by the Insured Person;
- 5.6. theft of Insured Property placed in a canvas tent;
- 5.7. lost items, except those lost by the transportation company referred to in Article 2.1 of this cover, and items forgotten or misplaced by the actions of the Insured Person or a Third Party;

- 5.8. destruction and loss of Valuables of any kind whatsoever, including during their transportation by a transportation company;
- 5.9. damage resulting from the insured item's own inherent flaws, or normal wear and tear;
- 5.10. damage to fragile articles, especially pottery, glass, porcelain, or marble objects;
- 5.11. damage from smoking Accidents; scratches, grooves, tears, or stains; or leakage of liquids, fats, colorants or corrosive substances in the insured baggage;
- 5.12. Consequential Intangible Losses;
- 5.13. damage following a natural event such as an earthquake, a volcanic eruption, a tidal wave (or tsunami), a flood, an avalanche, or another disaster;

► The following items:

- 5.14. documents, identity documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, and keys;
- 5.15. any Sports or Leisure Equipment, as well as cases, boxes, bags, satchels, and covers enclosing such equipment, musical instruments;
- 5.16. material intended by its nature or purpose for professional use by the Insured Person, sales representatives' collections, medical equipment and medication, perishable foods, wines and spirits, cigarettes, cigars and tobacco;
- 5.17. art or hand-crafted objects, antiques, religious objects, collectors' items;
- 5.18. glasses (lenses and frames), contact lenses, prostheses and aids of all kinds, unless they are destroyed or damaged on the occasion of Accidental Bodily Injury to the Insured Person;
- 5.19. animals;
- 5.20. all vehicles or motorised equipment, along with their accessories, recreational vehicles, and travel trailers;
- 5.21. recreational sail or motor craft, including jet-skis;
- 5.22. computer equipment, mobile telephones.

6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must:

- **In the event of theft:** file a formal complaint, **within forty-eight (48) hours**, with the police authorities closest to the scene of the crime.
- **In the event of accidental damage:** obtain a written report of the damage, produced by a competent authority closest to the site of the insured loss or failing this, by a witness.
- **In the event of loss or destruction by a Transportation Company:** he must imperatively and immediately have a Property Irregularity Report (P.I.R.) drawn up by that company's qualified employees.

In all cases, he must:

- take all measures to limit the consequences of the incident;
- **report the insured loss to the Insurer within five (5) working days of the day** of his knowledge of the event, except in the case of an act of God or force majeure; this time period is reduced to **forty-eight (48) hours in the event of theft.**



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisation.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer at the following e-mail address:

- reglement.assurance@mondial-assistance.fr

or by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

- **From France (if the Insured Person's current location is in France)**
 - n° 01 42 99 03 95 for French speakers
 - n° 01 42 99 03 97 for non French-speaking Insured Persons
- **Outside France (if the Insured Person's current location is not in France)**
 - n° 00 33 1 42 99 03 95 for French speakers
 - n° 00 33 1 42 99 03 97 for non French-speaking Insured Persons

After this period, if the Insurer incurs a loss because of the late declaration, he will lose all right to any indemnity.

7. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT

It is for the Insured Person to prove that all the conditions required for implementation of this «Damage to Baggage» cover are satisfied by means of the supporting documents referred to below.

These documents and all information provided by the Insured Person shall make it possible to prove damage to baggage and to assess the amount of the indemnity due.

In the case of absence of supporting documents or if the supporting documents do not provide material proof of the damage sustained, the Insurer is entitled to refuse the Insured Person's application for an indemnity.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED	
IN ALL CASES	<ul style="list-style-type: none"> • the confirmation of the Trip booking, • bank identification details, • after assessment of the file, any other supporting document requested by the Insurer. 	
In the event of damage during transportation of Insured Property by a Transportation Company	<ul style="list-style-type: none"> • In all cases: <ul style="list-style-type: none"> – the original of the Property Irregularity Report (P.I.R.) drawn up by the Transportation Company baggage service, – the original baggage claim for the baggage in question, 	
	<p>In the event of damage</p>	<p>When the Insured Property can be repaired:</p> <ul style="list-style-type: none"> • the original invoice for repairs to the damaged Insured Property accompanied by a copy of the purchase receipt for the Insured Property. <p>When the Insured Property cannot be repaired:</p> <ul style="list-style-type: none"> • a certificate from a professional stating that the damaged Insured Property is irreparable, accompanied by the original receipt for the Insured Property.
	<p>In the case of loss</p>	<ul style="list-style-type: none"> • the original receipts for the lost Insured Property.
	<p>In the case of delay in delivery of baggage</p>	<ul style="list-style-type: none"> • a certificate stating that delivery of the baggage has been delayed, giving the date and time of delivery, • the original receipts for Essential Items.

INSURED EVENTS

SUPPORTING DOCUMENTS TO BE PROVIDED

In case of Damage to Insured Property during the Stay

In the case of theft of Insured Property

In all cases:

- filing a detailed complaint with the police authorities nearest to the scene of the insured loss,
- the original receipts for the Insured Property.

In the case of theft of Valuables:

- photos and/or estimates certified by an approved expert, for jewellery, watches, pearls, precious stones, and objects made of precious metal.

In the case of theft from a vehicle:

- the acknowledgment of receipt from the automobile insurer of the declaration of loss, or a statement describing the vehicle on the day it was returned to the rental company.

In the case of total or partial destruction of baggage

In all cases:

- the certificate drawn up by a competent authority closest to the scene of the insured loss,
- the written testimony of a companion or a third party and/or a medical certificate, if the damage occurred as part of Accidental Bodily Injury to the Insured Person.

When the Insured Property can be repaired:

- the original invoice for repairs to the damaged Insured Property accompanied by a copy of the receipt for this Insured Property.

When the Insured Property cannot be repaired:

- a certificate from a professional stating that the damaged Insured Property is irreparable, accompanied by the original receipt for this Insured Property.

TRAVELLER ASSISTANCE

DEFINITIONS SPECIFIC TO THIS COVER

ACCOMMODATION COSTS: additional hotel costs and cost of telephoning Mondial Assistance, **excluding food and beverage costs.**

COSTS OF EMERGENCY DENTAL CARE: costs of emergency dental care, as defined by the Mondial Assistance Medical Department.

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

IMMOBILISATION: the requirement to stay completely at Home, hereinafter «Immobilisation at Home» or at the place of residence during the trip, following a visit by a Physician and the issue of a medical certificate

JOURNEY: route taken from the place of departure to the destination indicated on the ticket, irrespective of the type or number of separate types of transport involved.

Definitions of the terms common to all types of cover appear in the chapter «Definitions Common to all types of cover», at the beginning of the policy.

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

ADVICE TO TRAVELLERS

- **Before the trip:**
 - check that the policy covers the chosen destination and the length of planned Trip;
 - make inquiries on the mandatory identity documents for entering the country being visited (identity card, passport, visa) and on its health conditions;
 - take the necessary documentation (vaccination record, medical insurance);
 - from your Medical Benefit Fund, get the documents you will need to take for covering medical expenses during the Trip: European Health Insurance Card or a specific form, depending on the country.
 - if treatment is being followed, take sufficient medication, and in quantities more than required for the duration of the Trip, in case of a delayed return, specifically.
- **During the trip:**
 - keep medication and prescriptions in your hand luggage so as to avoid interrupting treatment if the baggage you check with the transportation company is delayed or lost;
 - keep photocopies of both sides of your identity documents separate from your debit and other payment cards. These photocopies will be useful in the event of loss or theft.



IMPORTANT

- **Minors**

Certain types of stays or certain destinations are inappropriate for very young children. In view of the risks of their being affected by the length and conditions of the travel, the health situation, or even the climate, it is advisable to consult your family physician or paediatrician when planning the Trip.

Each minor travelling alone or accompanied must be provided with identity papers that are in order.

In all cases, in the event that a minor is to be repatriated, Mondial Assistance cannot be held liable for any delay that may be required to legalise his administrative situation.

- **Pregnant women**

Because of the risks that can endanger the health of women in an advanced state of pregnancy, airlines have restrictions that vary according to the company, and that are subject to change without notice: medical examination no more than 48 hours before departure, presentation of a medical certificate, request for medical permission from the company, etc.

If necessary, and if provided for in their policy, assistance companies arrange and pay for air transportation on the express condition that the physicians and/or airlines do not preclude this.

1. ASSISTANCE SERVICES

a. ASSISTANCE DURING THE TRIP

When the Insured Person calls on the services of Mondial Assistance, decisions regarding the nature and appropriateness of the measures to be taken, and the way in which they are organised, are the exclusive responsibility of Mondial Assistance.

► Assistance in the event of Illness, Accidental Bodily Injury or death of the Insured Person

1.1. Repatriation Assistance

If the Insured Person's state of health requires him to be repatriated, Mondial Assistance offers the following assistance:

- **Arranging and paying for the repatriation of the Insured Person to his Home or transportation to a hospital**

Mondial Assistance arranges and pays for the return of the Insured Person to his Home in Europe or transportation to the hospital that is closest to the home of the Insured Person and/or is the most suitable to provide the care required by his state of health.

In such a case, if the Insured Person so wishes, Mondial Assistance can then organise the return trip to his/her Domicile in Europe, as soon as the Insured Person's state of health so allows.

- **Arranging and paying for the return of an insured travel companion**

When the repatriation of the Insured Person takes place more than twenty-four (24) hours before his initial return date, Mondial Assistance will, once its medical department agrees to this, arrange and pay for a return to the Home for one of the insured persons travelling with him, provided that the methods initially provided for his return trip cannot be used or changed.



IMPORTANT

Decisions will be made purely in consideration of the medical interests of the Insured Person and are the sole province of the Mondial Assistance physicians acting in concert with local practising physicians.

The Mondial Assistance Physicians will consult with local medical institutions and, if necessary, with the Insured Person's own regular Physician, in order to gather the information that will enable the most appropriate decisions to be taken in respect of his health.

The repatriation of the Insured Person will be decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practise their professional activity.

Only the medical interests of the Insured Person and compliance with health laws in effect are taken into consideration when making decisions regarding transportation, the methods of transportation, and the place of any possible hospitalisation.

If the Insured Person refuses to comply with the decisions taken by the Mondial Assistance medical department, he absolves Mondial Assistance of any liability in relation to the consequences of such an initiative, particularly in cases involving returning by his own means or also in the event that his state of health worsens, and loses all rights to services and indemnification from Mondial Assistance.

Moreover, under no circumstances can Mondial Assistance replace local emergency services, nor can we pay the cost of expenses thus incurred.

1.2. Assistance to the Insured Person's minor children or his disabled adult children

- **Arranging and paying for the return of the Insured Person's minor children or disabled adult children**

When the Insured Person's state of health is such that repatriation is required, Mondial Assistance will, following agreement with its medical department, arrange and also pay the transportation costs for repatriating any of his minor children who were travelling with him if there is no other adult family member present with them at the location.

- **Arranging and paying the return travel costs of a travel companion for returning the Insured Person's minor children or disabled adult children**

When the Insured Person is hospitalised locally, and at least one of his minor or disabled adult children is accompanying him with no adult family member present with him at the location, Mondial Assistance will pay the cost of a return Journey for a person of his choice who resides in Europe to come and collect him (them).

The costs for accommodation, meals and beverages for the person selected to return the children mentioned above will be borne by the Insured Person.

1.3. A visit from a friend or relative in the event that the Insured Person is hospitalised at the location

When the Insured Person is hospitalised locally for **more than three (3) days or more than forty-eight (48) hours if he is a minor or disabled person and when he was not accompanied by another adult member of his family during his stay:**

- Mondial Assistance arranges and pays for the round Trip of a family member living in Europe so that he/she can get to the bedside of the Insured;
- Mondial Assistance will, on presentation of receipts and up to limit shown in the Cover Table, reimburse the accommodation Costs incurred by such person **until the date on which the Insured Person is repatriated or is discharged from hospital if he can continue his Trip.**

This service is not combined with the «Arranging and paying the return travel costs of an insured travel companion» cover provided for in Article 1.1 and the «Arranging and paying for the return travel costs of an insured travel companion for returning the Insured Person's minor children or disabled adult children» cover provided for in Article 1.2.

1.4. Charges for emergency hospitalisation Overseas

- **When the Insured Person is affiliated with a basic health insurance plan, or an insurance or services organisation:**

In the event of Accidental Bodily Injury and/or Illness requiring the Insured Person to be hospitalised, Mondial Assistance will pay for unforeseen emergency hospitalisation costs, following consultation with its medical department and up to the limits shown in the Cover Table.

In this situation, the Insured Person must take all the necessary steps to have these costs reimbursed by his basic health insurance plan, insurance company, or any insurance or services organization and **immediately reimburse Mondial Assistance for all amounts that were received.**

Otherwise, Mondial Assistance will be entitled to claim for costs and interest at the statutory rate.

In order to receive this service, the Insured Person must absolutely belong to a primary health insurance plan.

This service ceases on the date on which the Mondial Assistance medical service considers the repatriation of the Insured Person to be possible.

- **When the Insured Person is not affiliated with a basic health insurance plan, or an insurance or services organisation:**

In the event of Accidental Bodily Injury and/or Illness requiring the Insured Person to be hospitalised Overseas, Mondial Assistance will pay in advance for unforeseen emergency hospitalisation costs, for the care prescribed in agreement with the Mondial Assistance medical department and up to the limits shown in the Cover Table.

In this case, the Insured Person undertakes to repay this advance to Mondial Assistance within three (3) months of the date of his return from the Trip. After this period, Mondial Assistance will be entitled to claim the advance amount paid and, in addition, costs and interest at the statutory rate.

This advance is subject to being documented in a promissory note.

This service ceases on the date on which the Mondial Assistance medical service considers the repatriation of the Insured Person to be possible.

1.5. Emergency Medical Costs paid Overseas by the Insured Person



IMPORTANT

If the Insured Person pays Emergency Medical Costs Overseas, Mondial Assistance reimburses these Costs up to the limit on the Cover Table.

To receive this reimbursement, the Insured Person must belong to a primary health insurance plan covering him for medical costs occurring Overseas for the entire duration of this policy.

The Insured Person must be able to provide to Mondial Assistance the original reimbursement statements or letters of refusal from the health insurance organisation to which he belongs.

Up to the limits shown in the Cover Table and after deduction of the Excess shown in that same table:

- **Reimbursement of Emergency Medical Costs (except for Emergency Dental Care Costs)**

When the Insured Person incurs prescribed medical or hospitalisation costs Overseas, Mondial Assistance will reimburse the costs for which he remains responsible (excluding Emergency Dental Care Costs) following payment by his basic health insurance plan, health insurance, or any insurance or benefits organisation.

- **Reimbursement of Emergency Dental Care Costs remaining the responsibility of the Insured Person**

Mondial Assistance will reimburse the Insured Person for Emergency Dental Care Costs incurred Overseas, which remain payable by him following payment by his basic health insurance plan, health insurance company, or any insurance or benefits organisation.

1.6. Assistance in the event of the death of the Insured Person

In the event of the death of the Insured Person, Mondial Assistance will arrange and pay for:

- **transportation of the body** from the place of death to the funeral director's premises in the place of burial (or cremation) in Europe,

- **funeral expenses**, up to the limit stated in the Cover Table,
- **additional expenses for the transportation of the insured members of the deceased person's family or an insured person, travelling with the deceased person**, insofar as their originally planned means of returning to Europe can no longer be used on account of this death,
- **costs enabling a family member to reach the deceased Insured Person.**

When the Insured Person dies while alone at the place where he is staying or accompanied by minor children, and/or if the presence of a member of his family is necessary at that place to identify the body and/or complete formalities for burial or repatriation of the body:

- Mondial Assistance will arrange and pay the cost of a return journey to enable a family member living in Europe to accompany the body;
- Mondial Assistance will, on presentation of receipts and up to the limit shown in the Cover Table, reimburse the accommodation Costs incurred by such person until the date on which the body is repatriated.

This service may not be combined with the service «Arranging and paying costs of return trip of a travel companion for the return of the Insured Person's minor children or disabled adult children» provided for in Article 1.2

1.7. Providing a driver for the return of the Insured Person's vehicle

When, following a covered «Illness or Accidental Bodily Injury», the state of health of the Insured Person prevents him from driving his vehicle back to his Home in Europe and when none of the passengers accompanying him can replace him, Mondial Assistance will provide a driver to return the vehicle to his Home in Europe by the quickest route.

The costs of parking and garaging the vehicle awaiting its return are the responsibility of the Insured Person.

The Insured Person's board and lodging costs, as well as the costs of fuel, tolls and parking, are the responsibility of the Insured Person.

This cover is provided to the Insured Person if his car is in perfect working order, complies with the rules of the national and international highway code and meets the mandatory technical inspection standards.

► Legal assistance

1.8. Legal assistance Overseas

• Reimbursement of lawyers' fees

When legal action is initiated against the Insured Person following an Accident occurring during his Trip, Mondial Assistance reimburses him the cost of his lawyer's fees, on presentation of receipts and up to the limit stated in the Cover Table and, provided that:

- **the Lawsuit is not related to his professional activity,**
- **the Lawsuit does not relate to using or keeping a land motor vehicle,**
- **the actions with which he is charged are not, under the laws of the country where he is staying, subject to criminal penalties.**

• Advance for bail

If the Insured Person is imprisoned or threatened with imprisonment, **provided that these proceedings are not motivated by:**

- **the trafficking of narcotics and/or drugs,**
- **participation in political movements,**
- **any voluntary infraction of the legislation of the country where he is staying,**

Mondial Assistance will advance him, up to the limit shown on the Cover Table, the legally required amount of bail.

In this event, the Insured Person has three (3) months from the date on which the amount was deposited to repay this advance to Mondial Assistance.

After this period, Mondial Assistance will also be entitled to claim expenses and interest at the statutory rate.

This advance is subject to being documented in a promissory note.

2. COVER EXCLUSIONS

In addition to the «Exclusions Common to all types of cover» featuring at the beginning of this policy, and any exclusions featuring in the definitions, the following are also excluded:

► For all types of assistance cover:

- 2.1. **expenses incurred without the prior approval of the Mondial Assistance assistance department;**
- 2.2. **the consequences of any incident related to air travel booked by the Insured Person, operated by an airline that is blacklisted by the European Commission, regardless of the point of origin and destination.**

- 2.3. the consequences of pre-existing injuries, or illnesses, diagnosed and/or treated, as well as elective surgery, that required a continuous or one-day hospitalisation, or outpatient treatment, in the six (6) months prior to the assistance request;
- 2.4. the consequences of a non-stabilised ailment being treated and from which the Insured Person is still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
- 2.5. the potential consequences (check-up, additional treatment, recurrence) of an illness which gave rise to repatriation in the six (6) months prior to the assistance request;
- 2.6. arranging and paying for transportation referred to in Article 1.1 «Repatriation Assistance» for minor ailments or injuries that can be treated at the location and do not prevent the Insured Person from continuing the insured service;
- 2.7. voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, as well as pregnancies leading to hospitalisation in the six (6) months prior to the assistance request;
- 2.8. the participation of the Insured Person in any sport as a professional or under a paid contract, including preparatory training;
- 2.9. the failure of the Insured Person to comply with official prohibitions and safety rules related to the practice of a sports activity;
- 2.10. the consequences of an Accident occurring during the practice by the Insured Person of one of the following sports or leisure activities, whether practiced individually or in the context of an activity organised by a sports federation: any air sport (including hang-gliding, paragliding, kite-surfing and gliding) and also skeleton, bob-sleigh, ski jumping, any sports involving off-piste sliding or gliding, mountaineering at an altitude of more than 3,000 m, rock climbing, speleology, sport parachuting;
- 2.11. the consequences of an Accident that occurs when the Insured Person is practising bungee jumping and under water diving with independent equipment when the activity is not organised by an approved professional;
- 2.12. expenses not expressly mentioned as giving rise to reimbursement, in addition to any expense for which the Insured Person is unable to provide a receipt.
 - ▶ Under the «Emergency Hospitalisation Costs Overseas» and «Reimbursement of emergency medical costs paid Overseas by the Insured Person» cover, the following are also excluded:
 - 2.13. the costs of thermal spa treatment, heliotherapy, weight-loss treatments, any elective cosmetic cure or treatment, physiotherapist fees, as well as the costs of care or treatments not resulting from a medical emergency;
 - 2.14. fees for implanting internal, ocular, dental, hearing, functional, or other prostheses as well as the cost of the equipment;
 - 2.15. vaccination costs;
 - 2.16. the costs resulting from care or treatment, the therapeutic nature of which is not recognised by French law;
 - 2.17. costs invoiced by local emergency rescue agencies;
 - 2.18. medical costs incurred Overseas, when the Insured Person, on sick leave, has not obtained prior authorisation from his health insurance agency to travel Overseas.

3. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

3.1. To request assistance

The Insured Person or a third party should contact Mondial Assistance:



- by telephone 24 hours a day, 7 days a week:
 - From France: on **01 42 99 02 02** or
 - From outside France: on **00 33 1 42 99 02 02**

He will immediately be given a file number and should inform the assistance representative of:

- his contract/policy number,
- his address, the telephone number where he can be reached, as well as the contact details of the persons who are assisting him,

and allow the Mondial Assistance Physicians to access all relevant medical information on the person who needs help from Mondial Assistance.

3.2. To request reimbursement

In order to receive a reimbursement of expenses paid by the Insured Person with the agreement of Mondial Assistance, the Insured Person must submit to Mondial Assistance all the supporting documents that will enable the company to determine the validity of the claim.



- or, by mail to the address given in the article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):
 - From France on **01 42 99 08 83** or
 - From outside France on **00 33 1 42 99 08 83**

Services that were not requested in advance and were not arranged by Mondial Assistance services are not reimbursable and will not be indemnified.

4. THE SCOPE OF MONDIAL ASSISTANCE SERVICES

Mondial Assistance acts in compliance with national and international laws and regulations.

Its services are subject to the necessary approval being obtained from the competent administrative authorities.

Moreover, Mondial Assistance cannot be held liable for delays or hindrances to the performance of the agreed upon services as a result of force majeure, or events such as strikes, riots, popular movements, restrictions on free circulation of goods and persons, sabotage, terrorism, Civil or Foreign War, notable political instability, reprisals, embargoes, economic sanctions, consequential effects of a radioactive source, Natural Disasters or any other exceptional circumstances.



IMPORTANT

Mondial Assistance will arrange and pay for covered transportation for the Insured Person up to the limit of the cost of first class train fare and/or economy class flights, or suitable medical transportation.

In every case, Mondial Assistance takes ownership of any tickets that were not used by the Insured Person. The latter undertakes to return them to Mondial Assistance or to repay to Mondial Assistance the amount he obtained from the Approved Organisation or Intermediary of the Trip.

5. SUPPORTING DOCUMENTS TO BE PROVIDED

Based on the assistance services implemented, Mondial Assistance will inform the Insured Person of the documentation to be furnished to support the request:

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
Traveller Assistance	<ul style="list-style-type: none">• the original used or unused tickets (boarding passes for flights),• if applicable, a death certificate,• if applicable, the copy of an official administrative document proving parental relationship to the Insured Person,• any other proof requested by Mondial Assistance.
Reimbursement of Medical Costs,	<ul style="list-style-type: none">• bank identification details,• a copy of the booking form for the Trip,• copies of medical bill(s) paid by the Insured Person,• a copy of the Social Security reimbursement statement,• the original reimbursement statement from the insurance company,• after assessment of the file, any other documentation requested by Mondial Assistance.

HOLIDAY CURTAILMENT

DEFINITION SPECIFIC TO THIS COVER

HOLIDAY CURTAILMENT: early interruption of the Trip following an Insured Event referred to in Article 1 below.

Definitions of the terms common to all types of cover appear in the chapter «Definitions Common to all types of cover», at the beginning of the policy.

1. PURPOSE OF THE COVER

The Insurer covers, up to the limits on the Cover Table, payment of an indemnity in the event that the Insured Person's stay is interrupted after the following Insured Event:

- the medical repatriation of the Insured Person arranged by Mondial Assistance or by another assistance company,
- the hospitalisation of the Insured Person locally, subject to Mondial Assistance having given its consent beforehand.

2. COVER AMOUNT

The indemnity is calculated from the day before the occurrence of one of the Insured Events referred to in Article 1. «Purpose of the cover» (medical repatriation, hospitalisation locally).



IMPORTANT

When the holiday was curtailed following hospitalisation of the Insured Person locally, the insured members of his family or the insured travelling companion will be indemnified under the following conditions:

- if they have continued to occupy the rental accommodation, the indemnity is calculated from the day after the day of their actual repatriation;
- if they have been forced to leave the rental accommodation, they shall be indemnified under the same conditions as the Insured Person, even if they have benefited from payment of their additional accommodation Costs under the «Traveller Assistance» cover.

The indemnity is proportional to the cost of unused accommodation services (number of nights) and is proportional to the number of insured persons who actually left the area of the stay during the period in question.

Calculation of the indemnity is based on the number of nights originally scheduled, shown on the Trip booking form.

The following will be deducted from the basis of the calculation: transportation costs, administrative fees, service charges, visa costs, tips, the insurance premium, and any reimbursements or compensations granted by the Approved Organisation or Intermediary of the Trip.

The Indemnity is paid up to the limits shown on the Cover Table per insured person, without, however, exceeding the Limit per Insured Event.

The basis for calculating the indemnity varies based on the type of insured service:

- **For customised trips, or package trips (single-destination or tours) or cruises:**

The Indemnity is calculated based on the price of the Trip per insured person, up to the limits shown on the Cover Table, and after deduction of any reimbursements or compensations granted by the providers of the Trip.

- **For flight-only arrangements**

The indemnity corresponds to the price of the unused return ticket, up to the limit shown in the Cover Table. When the original plane ticket is used for repatriation of the Insured Person, the latter is indemnified up to the limit provided for flight only arrangements.

The indemnity paid for flight only arrangements cannot be combined with indemnities paid for other types of service.

3. COVER EXCLUSIONS

In addition to the «Exclusions common to all types of cover» featuring at the beginning of this policy and any exclusions featuring in the definitions, the consequences of the following circumstances and events are also excluded:

- 3.1. all events not stipulated in Article 1. «Purpose of the cover»;
- 3.2. climatic, meteorological or natural events;
- 3.3. Natural Disasters.

4. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must report the Insured Loss to the Insurer **within five (5) working days of the day of his knowledge of the event**, except in the case of an act of God or force majeure, submitting his request for reimbursement of services not used:



- either by e-mail to: svc.reglementassistance@mondial-assistance.fr
- or, by mail to the address given in the article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions

5. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT

It is for the Insured Person to prove that all the conditions required for implementation of this «holiday curtailment» cover are satisfied, by means of the supporting documents referred to below.

These documents and all information provided by the Insured Person shall make it possible to prove the damage sustained and assess the amount of the indemnity due.

In the case of the absence of supporting documents or if the supporting documents do not provide proof of the damage sustained, the Insurer is entitled to refuse the Insured Person's assistance request.

INSURED EVENTS

IN ALL CASES

SUPPORTING DOCUMENTS TO BE PROVIDED

- the invoices of the Approved Organisation or Intermediary of the insured service,
- bank identification details,
- the original **used or unused** return tickets,
- the file number set up for the Insured Person when obtaining Mondial Assistance's agreement to interrupt the stay,
or
- the intervention certificate from another assistance company specifying the reason for the intervention,
- after assessment of the file, any other supporting document requested by the Insurer.

PRIVATE THIRD PARTY LIABILITY ABROAD

DEFINITIONS SPECIFIC TO THIS COVER

BODILY INJURY: any unintentional injury to an individual's physical or psychological integrity, as well as any resulting financial loss.

CLAIM: all prejudicial consequences resulting from the same Operative Event likely to entail implementation of one or more types of cover in this policy. Consequently, all damage arising from the same initial cause constitutes one and the same insured loss.

OPERATIVE EVENT: initial cause leading to one or more types of damage to one or more persons.

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

- **the Insured Person himself,**
- **family members, i.e. collateral ascendants or descendants of the Insured Person, to the second degree,**
- **any person accompanying the Insured Person on his Trip.**

Definitions of the terms common to all types of cover appear in the chapter «Definitions Common to all types of cover», at the beginning of the policy.

THIRD PARTY LIABILITY: obligation to compensate for the consequences of a damage caused to a Third Party by the Insured, or by persons for whom he is accountable, or by things under his charge.

1. PURPOSE OF THE COVER

The Insurer covers the financial consequences of any third party liability that the Insured Person may incur while on the Trip, pursuant to the laws or jurisprudence of the country where he is located, by reason of the Damage:

- bodily injury,
- property damage,
- intangible loss directly resulting from covered Bodily Injury or Property Damage, resulting from an Accident occurring during his private life and caused to a Third Party by:
 - the Insured Person,
 - persons for whom he is accountable,
 - or things or animals under his charge.

2. SUBSIDIARITY OF COVER

This cover is valid for the Insured Person for his Travel outside the country where he lives **and**

- only in the countries where he does not have the benefit of insurance cover for his third party liability elsewhere or
- if his third party liability insurance does not cover or partially covers the damage of the Insured Loss declared.

3. COVER AMOUNTS

The types of cover are provided up to the limits in the cover table, it being understood that:

- the Limit per Insured Event stated in the Cover Table (marked *) constitutes the maximum amount insured for the same Operative Event, all damage combined: bodily injury, property damage and directly consequential intangible damage,
- an Excess per Insured Event, the amount of which is set in the Cover Table, is always payable by the Insured Person.

4. COVER EXCLUSIONS

In addition to the «Exclusions Common to all types of cover» set out at the beginning of this policy and any exclusions featuring in the definitions, the following consequences are also excluded:

- 4.1. damage caused to the members of the family of the Insured, that is, his collateral ascendants and descendants to the second degree, as well as any travel companion of the Insured at the time of his Trip;

- 4.2. damage caused to animals or objects belonging to the Insured Person or that are rented, loaned, or entrusted to him;
 - 4.3. damage caused by:
 - any land motor vehicle meeting the definition in Article L 211-1 of the French Insurance Code,
 - any land vehicle designed to be towed by a land motor vehicle,
 - any air, sea or river craft;
 - 4.4. the damage resulting from the practice by the Insured Person of hunting, mechanical sports practised with any land motor vehicle, and also one of the following sports or leisure activities, whether practiced individually or in the context of an activity organised by a sports federation: any airborne sport (including hang-gliding, paragliding, kite-surfing, gliding), skeleton, bob-sleigh, ski jumping, rock climbing over 3,000 m with roped passing, rock climbing, under water diving with an autonomous machine, speleology, bungee jumping, parachuting;
 - 4.5. the damage resulting from organising, preparing or participating in a competition organised by a sports federation, subject to administrative authorisation or to a legal insurance obligation;
 - 4.6. the damage caused to the Insured Person during professional activity or participation in an activity organised by an association subject to the Law of 1901, an institution authorised to organise the activity;
 - 4.7. the contractual liability of the Insured Person;
 - 4.8. the liability incurred by the Insured Person because of a fire, an explosion, an implosion, or water damage.
- The following are also excluded:
- 4.9. In addition, fines and any monetary sentences pronounced as a sanction and not considered direct compensation for a Physical Injury or Consequential Tangible and/or Intangible Loss.

5. PROCEDURES FOR APPLICATION OVER TIME

The procedures for coverage over time are covered by Act 2003- 706 of August 1, 2003.

The cover, triggered by the Operative Event, covers the Insured Person against the financial consequences of his liability, when this event occurs between the time the cover initially takes effect, and its cancellation or expiration date, regardless of the date of the other elements constituting the Insured Loss.

6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT



IMPORTANT

The Insured Person must accept no admission of liability, or any settlement, without the agreement of the Insurer. The admission of a material fact or the execution of simple duty of assistance does not constitute an admission of liability.

The Insured Person must report the Insured Loss to the Insurer in writing, **within five (5) working days of the day of his knowledge of the event**, except in the case of an act of God or force majeure:



- or, by e-mail to the following address: responsabilite-civile@mondial-assistance.fr
- or, by mail to the address given in the article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):
 - From France on **01 42 99 02 66** or
 - From outside France on **00 33 1 42 99 02 66**
- or by fax to **01 42 99 81 98**

After this period, if the Insurer incurs a loss because of the late declaration, he will lose all right to any indemnity.

If proceedings are instituted against the Insured Person, he gives the Insurer all authority to manage the process and pursue all means of recourse before the civil courts, or to join forces for his defence and pursue all means of recourse on civil interests before criminal courts.

The Insured Person must pass on to the Insurer, as soon as they are received, all summonses, subpoenas, documents outside of legal proceedings, and procedural documents sent to or served on him.

In the event of delay in passing on these documents, the Insurer can claim compensation from the Insured Person proportional to the loss undergone by the Insurer (Article L 113-11 of the French Insurance Code).

If the Insured Person is in breach of his obligations after the Loss, the Insurer will compensate the injured Third Parties or their Beneficiaries, but it may take legal action against the Insured Person to recover the sums paid.

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

If an acquisition of securities is ordered to guarantee the payment of an annuity, the Insurer sets up this guarantee for the amount it will cover.

If no guarantee is ordered, the capital value of the annuity payment is calculated according to the applicable rules for calculating the mathematical reserve of this annuity payment. If this value is under the amount of the Insurer's cover, the annuity payment is wholly payable by the Insurer. If it is greater, only the share, in capital, of the annuity payment corresponding to the amount of its cover is payable by the Insurer.

8. SUPPORTING DOCUMENTS TO BE PROVIDED

The Insurer will inform the Insured Person of the information required for a file to be set up. The Insured Person must provide the Insurer with all documents and information enabling the claim to be proved and the amount of loss to be assessed, in particular:

DAMAGE CAUSED TO THE VICTIM	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none">• Travel booking form,• the refusal letter from the Insured Person's primary Third Party Liability Insurer (comprehensive home insurer).
TANGIBLE DAMAGE and/or CONSEQUENTIAL INTANGIBLE DAMAGE	<ul style="list-style-type: none">• the original bill for repair of the damaged item and the proof of payment, accompanied by the original purchase invoice, in the name of the purchaser, for the damaged item. or <ul style="list-style-type: none">• a certificate from a professional attesting that the damaged item is irreparable, accompanied by the original purchase invoice, in the name of the purchaser, for the damaged item.• any other item related to the claim filed by the victim,• any other proof requested by the Insurer.
PHYSICAL DAMAGE and/or CONSEQUENTIAL INTANGIBLE DAMAGE	<ul style="list-style-type: none">• the victim's complete contact information,• any possible medical documentation submitted by the victim,• any other item related to the claim filed by the victim,• any other proof requested by the Insurer.

TRANSPORT DELAY

DEFINITIONS SPECIFIC TO THIS COVER

ADDITIONAL COSTS: all costs incurred following the delay of the transportation and payable by the Insured Person after the possible intervention of the carrier, this means costs of meals, refreshments, the first night in a hotel, transfer to another airport, another station, or another port.

CHARTER COMPANY: an airline marketing charter flights, that is, occasional flights following market demand, and especially chartered for transporting groups of passengers at lower fares than regular flights.

FLIGHT OR BOAT DELAY: the discrepancy between the planned departure time, as shown on the Insured Person's ticket, airport or port notification, or registration form for the Trip, and the real time of departure.

REGULAR AIRLINE: an airline offering regular flights, that is, permanent links on a fixed schedule throughout the year.

TRAIN DELAY: the discrepancy between the planned arrival time, as shown on the Insured Person's ticket or sales agreement for the Trip, and the actual arrival time.

The definitions of the terms common to all types of cover appear in the chapter «Definitions Common to all types of cover», at the beginning of this policy.

TRANSPORTATION: air or rail or maritime travel that is part of the Trip and used by the Insured Person to reach or return from the place of the stay.

1. PURPOSE OF THE COVER

In the event that the Transportation used by the Insured Person for his Trip is late, the Insurer covers the Insured Person, up to the limits shown on the Cover Table, for the amount of his Additional Costs while waiting.

The Insurer's cover only applies in cases of:

- **Flight Delay** of over:
 - two (2) hours for all flights on regular airlines
 - four (4) hours for all flights on charter airlines
- **Train delay** of over four (4) hours
- **Boat delay** of over four (4) hours

This cover is provided to the Insured Person, for round trips, based on the dates and destinations indicated in the sales agreements for the insured service or his travel ticket.

2. COVER EXCLUSIONS

In addition to the «Exclusions Common to all types of cover» featuring at the beginning of this policy (apart from Article 7), and any exclusions featuring in the definitions, the following are also excluded:

► delays following:

- 2.1. the temporary or definitive withdrawal of a flight or a train or a boat on orders of the airport, administrative or civil aviation authorities or any other authority, announced more than twenty-four (24) hours prior to the Trip Departure date;
- 2.2. the failure of the Insured Person to board the Transportation on which the reservation was confirmed, for any reason whatsoever;
- 2.3. the Insured Person not being permitted on board, after failing to comply with the time limit for registering baggage and/or appearing at the boarding area;
- 2.4. any event possibly endangering the safety of the Insured Person during the Trip when the French Minister of Foreign Affairs advises against the destination.

► also excluded are:

- 2.5. delays on flights that the Insured Person did not confirm in advance, unless this was prevented by a strike or a case of force majeure;
- 2.6. delays on flights operated by any airline that is blacklisted by the European Commission regardless of its point of origin and destination;
- 2.7. the consequences of cancelled flights, trains or sea crossings.

3. WHAT THE INSURED MUST DO IN THE EVENT OF A FLIGHT OR TRAIN OR BOAT DELAY

The Insured Person must then report the insured loss to the Insurer **within five (5) working days of the day of his knowledge thereof**, except in the case of an act of God or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisation.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer at the following e-mail address:

- reglement.assurance@mondial-assistance.fr
- or by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):
- **From France (if the Insured Person's current location is in France)**
 - n° 01 42 99 03 95 for French speakers
 - n° 01 42 99 03 97 for non French-speaking Insured Persons
- **Outside France (if the Insured Person's current location is not in France)**
 - n° 00 33 1 42 99 03 95 for French speakers
 - n° 00 33 1 42 99 03 97 for non French-speaking Insured Persons

After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.

4. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT

It is for the Insured Person to prove that all the conditions required for implementation of this «Travel Delay» cover are satisfied, by means of the supporting documents referred to below.

These documents and all information provided by the Insured Person shall make it possible to prove the damage sustained and assess the amount of the indemnity due.

In the case of the absence of supporting documents or if the supporting documents do not provide proof of the damage sustained, the Insurer is entitled to refuse the Insured Person's request for reimbursement.

INSURED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> • a copy of the Specific Terms and Conditions of the insurance contract, • the original receipts for the additional waiting expenses that were paid following the delay, • bank information details
FLIGHT DELAY	<ul style="list-style-type: none"> • document(s) specifying the date and time of the Trip (the airport notification, E-ticket, reservation form for the Trip, etc.), • the original boarding pass, • the airline certificate specifying the reason and the length of the delay, as well as the actual time of departure, • any other proof requested by the Insurer.
TRAIN DELAY	<ul style="list-style-type: none"> • document(s) specifying the date and time of the Trip (original validated ticket, E-ticket, reservation form for the Trip, etc.), • the rail company certificate specifying the reason and the length of the delay, as well as the actual time of departure, • any other proof requested by the Insurer.
BOAT DELAY	<ul style="list-style-type: none"> • document(s) specifying the date and time of the Trip (validated original ticket, E-ticket, reservation form for the Trip, etc.), • the original boarding pass, • the ferry company certificate specifying the reason and the length of the delay, as well as the actual time of departure, • any other proof requested by the Insurer.

ADMINISTRATIVE PROVISIONS

1. LEGISLATION GOVERNING THE POLICY AND WHERE IT IS TAKEN OUT

This policy is governed by the Insurance Code, **with the exception of the assistance cover**, the General Terms and Conditions, and the Special Terms and Conditions.

This policy is drawn up in French and subject to French law.

Since this involves transactions carried out on a website hosted in France, the virtual space made up of the web pages of the site www.sunsail.fr and www.mooring.fr is deemed to be located in the French area and policies taken out on it are therefore located in France, without prejudice to the protection given to the consumer by the law of the country in which the consumer normally lives.

2. PROCEDURES FOR TAKING OUT COVER, ENTRY INTO EFFECT AND CESSATION OF COVER

a. Procedures for taking out this policy and its entry into effect

The policy must be taken out:

- on the same day as the booking of the Trip or no later than two (2) working days after the said booking.

This policy enters into force at the time it is taken out.

b. Entry into effect and cessation of cover

The types of cover take effect:

- **for the «Cancellation or Change» cover:** the day after payment of the premium at 00:00.

It ends at the start of the Trip.

- **for the «Traveller Assistance» cover:** from the time the Insured Person leaves the Point of Departure for the Trip (a maximum of twenty-four (24) hours before the date of Departure indicated on the sales agreement for the insured Trip.) It ends twenty-four (24) hours at the most after the end of the Trip, the date of which is on the sales agreement for the insured Trip;

- **for all the other types of cover:** 00:00 on the day of Departure indicated on the sales agreement for the insured Trip and at the earliest after the payment of the premium.

They end at midnight on the return date indicated on the sales agreement for the insured Trip.



IMPORTANT

When the Insured Person cancels the Trip, he may not benefit from the other types of cover provided for in this policy.

3. WAIVER OPTION

The Insured Person may exercise a waiver option after taking out an insurance policy.

a. Waiver option

• Multi-insurance

Under the provisions of Article L112-10 of the French Insurance Code, the Insured Person who takes out, for non-professional purposes, an insurance policy constituting **a supplement to property or services sold by an intermediary**, if they provide proof of prior cover for one of the risks covered by this policy, may waive the said policy, at no cost or penalty, whilst it has not been executed in full or whilst the Insured Person has not claimed any cover. This waiver must occur within fourteen (14) calendar days as from conclusion of this policy.

• Remote sales

Under Article L112-2-1 of the French Insurance Code, a right of waiver applies to insurance policies taken out remotely, in particular sold online, without the simultaneous physical presence of the parties to the contract, canvassing or outside the seller's usual place of business.

This right of waiver does not apply to travel or baggage insurance policies or to similar short-term insurance policies of a duration of less than one (1) month. The duration of the insurance policy corresponds to the period between the date on which it was taken out and the date of cessation of all cover.

b. Procedures for exercising the right to waiver

When the insurance policy is eligible to the waiver option under the conditions defined above, the Insured Person may exercise this option by returning to Mariner Travel, a waiver letter, duly completed, dated and signed, within fourteen (14) calendar days of the date of conclusion of this policy:

- or by **e-mail** to the following e-mail address: marinertravel@marinertravel.fr
- or by **registered letter with acknowledgement of receipt** to the following address:

MARINER TRAVEL
92, rue de Richelieu
75002 Paris

The Insured Person may, if they wish, use the template waiver letter below:

«I the undersigned, surname, first name, date and place of birth, would like to waive the cover under insurance policy no. ... which I took out with AGA International on ... (date).

Issued in ... (place). On ... (date) and signature: ... «.

In the context of waiver on the grounds of multi-insurance, the Insured Person must enclose with their request proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured Person exercises this option, the policy shall be terminated on its effective date. The Insured Person shall be refunded the corresponding premium within thirty (30) days of the date of receipt of their waiver request.

The right of waiver may not be exercised if the Insured Person has implemented the cover in this insurance policy in the context of a claim filed within fourteen (14) calendar days; consequently, no premium refund shall be paid.

4. CUMULATIVE INSURANCE

If the Insured Person is covered by the same types of cover with other insurers, he must inform the Insurer of this fact, and provide their contact information along with the extent of their types of cover, pursuant to Article L121-4 of the French Insurance Code.

The Insured Person can be compensated for his damage by contacting the insurer of his choice.

These provisions do not apply to assistance services.

5. SUBROGATION IN THE RIGHTS AND ACTIONS OF THE INSURED PERSON

In consideration for the payment of the indemnity and, up to its limit amount, the Insurer becomes a beneficiary of the rights and actions that the Insured Person had against anyone liable for the insured loss, pursuant to Article L 121-12 of the French Insurance Code.

If, because of the actions of the Insured Person, the Insurer can no longer perform this action, it can be discharged of all or part of its obligations to the Insured Person.

6. PENALTIES APPLICABLE IN THE EVENT OF MISREPRESENTATION WHEN TAKING OUT THE POLICY

- Any non-disclosure or intentional misrepresentation by the Insured Person in the statement of risk is punished by the policy being rendered null and void under the conditions set out in Article L113-8 of the French Insurance code.
- Any non-disclosure or false statement by the Insured Person, if bad faith has not been established, is punished under the provisions of Article L113-9 of the Insurance Code:
 - if it is reported before any claim: the Insurer is entitled either to continue this policy with an increase in the premium, or to terminate the policy within ten (10) days by registered letter, by refunding the overpayment of the premium.
 - if it is reported only after the claim: The Insurer may reduce the indemnity in proportion to the premium paid in relation to the premium that would have been due if the risk had been fully and accurately declared.

7. PENALTIES APPLICABLE IN THE EVENT OF INTENTIONAL MISREPRESENTATION BY THE INSURED PERSON ON THE DAY OF THE INSURED LOSS

Any fraud, non-disclosure or intentional misrepresentation by the Insured Person about the circumstances or consequences of an insured loss will result in the loss of all entitlement to benefits or compensation for this claim.

8. PERIOD OF LIMITATION

The provisions relating to the period limitation concerning legal actions arising from this insurance policy are set out in Articles L114-1 to L114-3 of the French Insurance Code, reproduced below:

- **Article L114-1 of the French Insurance Code**

«Any legal action arising from the insurance policy is covered by a period of limitation of two years from the event which gives rise to it.

However, this period runs:

- 1 In the case of non-disclosure, omission or misrepresentation regarding the risk, only from the day on which the insurer was aware of this;
- 2 In the case of a claim, only on the day on which the parties concerned were aware of this, if they prove that they were unaware up until then.

When the legal action by the Insured Person against the Insurer originates from redress by a third party, the period of limitation runs only from the day on which that third party filed legal proceedings against the Insured Person or was compensated by the latter.

The period of limitation is increased to ten years in life insurance policies when the beneficiary is a person other than the policyholder and, in personal accident insurance policies, when the beneficiaries are the legal successors of the deceased insured person.

For life insurance policies, notwithstanding the provisions in section 2, legal action by the beneficiary is covered by a period of limitation of thirty years at the most as from the death of the insured person.»

- **Article L114-2 of the French Insurance Code**

«The period of limitation is interrupted by one of the ordinary causes of curtailment of the period of limitation and by the appointment of an expert as the result of an insured loss. The interruption of the period of limitation of the legal action may, furthermore, result from the dispatch of a registered letter requiring acknowledgement of receipt sent by the insurer to the insured person relating to legal action for payment of the premium and by the insured person to the insurer in respect of payment of the indemnity».

- **Article L114-3 of the French Insurance Code**

«By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the duration of the period of limitation or add to the causes for suspension or interruption thereof.»

Additional information:

The ordinary causes of interruption of the period of limitation are set out in Articles 2240 et seq of the French Civil Code, and include in particular: recognition by the debtor of the right of the person against whom they are seeking interruption of the period of limitation, legal proceedings, even summary proceedings, the deed permitting compulsory enforcement.

For a full list of the ordinary causes of interruption of the period of limitation, please refer to the aforementioned articles of the French Civil Code.

With regard to the «Private Third Party Liability Abroad» cover, the time period runs only from the date when a Third Party advised the Insured Person of their intention to obtain compensation from the Insured Person, provided that this action is not subject to a time limitation, pursuant to Article 2226 of the Civil Code.

9. ADDRESS FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF AN INSURED LOSS

For each of the following covers, the receipts should be sent to the addresses below:

«Cancellation or Change», «Missed Transport», «Transport Delay» covers,	«Third Party Liability Abroad» cover,	«Traveller Assistance» and «Interruption of Stay» covers,
Mondial Assistance France Insurance Indemnification Department DOP01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex	Mondial Assistance France DT - Legal Department - DT03 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex	Mondial Assistance France Customer Relations Department - RELAC01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex

10. DAMAGE ASSESSMENT

The causes and consequences of the insured loss are assessed by mutual agreement, and failing this, by an amicable third-party expert evaluation, subject to the respective rights of the Insurer and the Insured Person. The fees for this expert valuation are shared between the parties.

If the parties are unable to agree on the selection of the third party expert, the appointment will be made by the Presiding Judge of the Tribunal de Grande Instance [superior court] of the Policy Holder's place of Residence.

This appointment will be made in a written request signed by the Insurer or by only one of the parties, with the other having been summoned by registered letter.

11. TIME PERIOD FOR SETTLING CLAIMS

Once the Insured Person's case is concluded, his indemnity will be paid within the ten (10) days following the agreement between the Insurer and the Insured Person, or the enforceable judicial decision.

12. PROCEDURE FOR EXAMINING COMPLAINTS

When an Insured Person is dissatisfied with the way his claim has been handled, his first course of action should be to inform his usual contact so that the reason for this dissatisfaction can be understood and solutions sought.

In the event of a disagreement, the Insured Person may send a complaint to the following address: **MONDIAL ASSISTANCE FRANCE, Complaints Management Department, TSA 70002, 93488 Saint-Ouen Cedex.**

The Insured Person will receive an acknowledgment of receipt within ten (10) business days (excluding Sundays and public holidays) from the date on which the complaint is received, unless a response to the complaint is sent within this period.

A response will be provided no later than two (2) months following the date of receipt of the complaint, unless special circumstances arise; in this event, the Insurer will keep the Insured Person informed.

If the disagreement persists after the response of the Insurer, after a final assessment of the request has been made and all means of internal appeal have been exhausted, the Insured Person may then refer the matter to the independent mediator, at the following address:

La Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09
<http://www.mediation-assurance.org>

The insurance companies belonging to the FFSA and GEMA have established a system enabling insured persons and third parties to benefit from a mediation procedure for the settlement of their disputes. This system is governed by the 10 rules set out in the Insurance Mediation Charter.

13. LEGAL JURISDICTION

AGA INTERNATIONAL elects residence at its secondary establishment: **Tour Gallieni II, 36 avenue du Général de Gaulle, 93175 Bagnolet Cedex.**

From 1 March 2016, AGA INTERNATIONAL elects as its domicile: **7 rue Dora Maar, 93400 Saint-Ouen.**

Any disputes arising against AGA International concerning this policy will be exclusively submitted to the competent French courts, and all notices should be made to one of the addresses stated above depending on the date of the objection.

14. FRENCH LAW ON DATA PROTECTION AND CIVIL LIBERTIES

In accordance with the French Law on Data Protection and Civil Liberties dated 6 January 1978, amended by the law dated 6 August 2004, the Insured Person is entitled to object to, access, modify, correct and delete information about themselves by contacting: Mondial Assistance France - DT - Legal Department - DT03, 7 rue Dora Maar - CS 60001 - 93488 Saint-Ouen Cedex.

Mondial Assistance France SAS has IT systems for managing the assistance service and/or insurance cover in this policy.

The information recorded is reserved for the administrators of the assistance services and/or insurance cover and may be communicated to contractors located inside or outside the European Union.

As part of its risk management policy and anti-fraud activities, Mondial Assistance France reserves the right to monitor all information and, if necessary, to inform the competent authorities in accordance with the legislation in force.

15. REGULATORY AUTHORITY

The body responsible for the regulation of AGA INTERNATIONAL is the Autorité de contrôle prudentiel [French insurance industry regulatory authority], 61 rue Taitbout, 75436 Paris Cedex 09.

16. LEGAL INFORMATION

The insurance cover is provided by: AGA INTERNATIONAL SA.

Société anonyme [corporation] with a share capital of €17,287,285, Paris Register of Companies under No. 519 490 080, registered office: 37 rue Taitbout, 75009 Paris

Private company governed by the French Insurance Code.

From 01/03/2016, Société anonyme [corporation] with a share capital of €17,287,285, Bobigny Register of Companies under No. 519 490 080, registered office: 7 rue Dora Maar, 93400 Saint-Ouen.

The assistance services are implemented by: MONDIAL ASSISTANCE FRANCE SAS

Simplified joint-stock company with share capital of €7,584,076.86, Bobigny register of companies under No. 490 381 753, insurance broking company registered with ORIAS under number 07 026 669 - <http://www.orias.fr>, registered office: 7 rue Dora Maar, 93400 Saint-Ouen.

How can we help?*

* Besoin d'aide ?

AGA International

Siège social : 7 rue Dora Maar, 93400 Saint-Ouen
Société anonyme au capital social de 17 287 285 euros
519 490 080 RCS Bobigny
Entreprise privée régie par le Code des assurances

Les prestations d'assistance sont mises en œuvre par : MONDIAL ASSISTANCE FRANCE SAS
Société par actions simplifiée au capital de 7 584 076,86 euros, 490 381 753 RCS Bobigny, société de courtage d'assurances -
Inscription ORIAS 07 026 669 - <http://www.orias.fr/>, siège social : 7 rue Dora Maar - 93400 Saint-Ouen.

Ref 1D0056, MAJ 04/16, Mondial Assistance participe à la protection de l'environnement en sélectionnant des imprimeurs référencés "Imprim' Vert"