INFORMATION NOTICE FOR COMPREHENSIVE POLICY NO. 10242
Damage waiver OPTION NO. 10249

HOW TO CONTACT OUR ASSISTANCE DEPARTMENT

MUTUAIDE ASSISTANCE

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

7 days a week - 24 hours a day

- **by telephone from France: 01.55.98.57.54**

  (Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by telephone from abroad: +33.1.55.98.57.54**

  (Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by fax: 01.45.16.63.92**
- **by e-mail:** voyage@mutuaide.fr

So that we can assist you in the best possible conditions, remember to gather the following information before you place your call:

- Your policy number,
- Your surname and first name,
- The address of your Domicile,
- The country, city or locality you are in at the time of the call,
- Specify the exact address (number, street, hotel if applicable, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Assistance Department.

HOW TO CONTACT OUR INSURANCE DEPARTMENT

AVI INTERNATIONAL – SPB

Claims Department

10 Avenue de l'Arche, Immeuble Colisée Garden

CS 70126

92149 COURBEVOIE CEDEX

Monday to Friday from 9.00 am to 5.30 pm

- **by telephone from France: 01.44.63.51.00**

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(Non-premium rate call, cost depending on operator, call likely to be recorded)

- **by telephone from abroad: +33.1.44.63.51.00**
  (Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by email: contact-en@avi-international.com**

To submit a refund request, please log on to our website avi-international.com

TABLE OF COVER

INSURANCE COVER	LIMITS
Luggage	
▪ Loss, theft or damage ○ Without receipt ○ With proof ➢ Of which Precious items and Valuables	○ Fixed compensation of €700 ○ Up to €3,000 **If Sport Option is taken out: up to €5,000** ➢ Up to €1,500 per item **If the Sport Option is taken out: up to €2,500 per item**
▪ Late delivery (more than 24 hours)	▪ Fixed compensation of €300
▪ **If Sport Option is taken out:** Late delivery of sports equipment of more than 24 hours (service not used or rental needed to replace personal equipment)	▪ Fixed compensation of €200 per person / €900 max per event
Transport delays	
▪ Flight or train delays	▪ Fixed compensation of €250 for a delay of more than 4 hours, applicable to outbound flight and/or return transport to the Domicile
Trip interruption costs	
▪ Reimbursement of unused ground services on a pro rata basis (excluding transport)	▪ Depending on the amount of the trip: ○ Less than €500: €375 per person ○ €501 to €1,000: €750 per person ○ €1,001 to €3,000: €2,250 per person ○ €3,001 to €6,000: €4,500 per person ○ €6,001 to €9,000: €6,750 per person ○ €9,001 to €12,000: €9,000 per person ○ €12,001 to €15,000: €11,250 per person Maximum €35,000 per event

Individual Accidents	
▪ Accidental death	▪ Maximum €15,000 per person Maximum €1,000,000 per event
▪ Total Permanent Disability following an accident, reducible in the event of partial disability according to the disability scale below	▪ Insured aged under 61: Maximum €75,000 per person Insured aged 61 or over: Maximum €15,000 per person Maximum €1,000,000 per event
Personal Liability	
▪ Bodily injury, property damage and intangible loss ➢ Property damage ➢ Of which consequential intangible loss ▪ Absolute Excess for consequential property damage and intangible loss (deducted)	▪ €1,500,000 per claim ➢ €750,000 per claim ➢ €200,000 per claim ▪ €100
Damage waiver (ONLY IF OPTION NO. 10249 HAS BEEN TAKEN OUT)	
▪ Theft or Property Damage to the rental vehicle	▪ €3,000 per claim, maximum 2 claims per trip Reimbursement of administrative costs invoiced by the renter to the Insured, up to a limit of €75 per Claim, **excluding costs invoiced by the renter corresponding to any operating loss.**
ASSISTANCE COVER	**LIMITS**
Assistance before the stay	
▪ Telemedicine consultation before departure	▪ 1 call
Assistance during the stay	
▪ Medical expenses outside the country of residence: ○ Zone A ○ Zone B ○ Zone C	▪ Depending on the destination zone ○ Maximum €1,250,000 ○ Maximum €500,000 ○ Maximum €200,000

➢ Of which dental care ○ In the event of an emergency ○ In the event of an accident (including after return to the country of Domicile)	▪ €150 per person ▪ Maximum €500 per tooth and per person
➢ Including rehabilitation, physiotherapy, chiropractic following an accident	▪ Actual costs up to a maximum of 10 sessions
➢ Of which optical costs (glasses/lenses) following an accident	▪ Maximum €400 per person
▪ Repatriation or medical transport	▪ Actual costs
▪ Visit of a relative	▪ **For one person only if the Insured is hospitalised for more than 5 days:** Round-trip ticket *, up to a maximum of €2,000, and hotel accommodation costs of €80 per night for up to 10 nights
▪ Extension of stay for an accompanying person	▪ Maximum €75 per night, up to a maximum of €525
▪ Insured's hotel expenses	▪ Maximum €75 per night, up to a maximum of €525
▪ Early return	▪ Return ticket * up to a maximum of €10,000 per person
▪ Sending a doctor abroad	▪ Actual costs
▪ Return of an insured accompanying person	▪ Return ticket *
▪ Legal assistance abroad ○ Advance payment of bail ○ Payment of lawyers' fees	 ▪ €7,500 ▪ €3,000
▪ Search or rescue costs	▪ Maximum €4,500 per Insured / €25,000 per event **If Sport Option is taken out:** Maximum €15,300 per Insured / €30,600 per event
▪ Shipment of medicines abroad	▪ Shipping costs
▪ Transmission of urgent messages	▪ Actual costs
▪ Body repatriation ➢ Coffin costs	▪ Actual costs ➢ Maximum €2,000
▪ Death formalities	▪ **For one person**: Round-trip ticket * up to a maximum of €2,000 + Hotel expenses €75 per night, up to a maximum of €525

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▪ Advance of funds (only Abroad, only in the event of Theft or loss of means of payment, identity papers and airline tickets)	▪ Maximum €1,000
▪ Replacement of official documents and means of payment (loss and theft abroad) o Advice and shipping o Advance of funds o Costs of replacing official documents	 ▪ Actual costs ▪ Maximum €1,000 ▪ €200 per person

* first class train or economy class air travel

ARTICLE 1 – PURPOSE OF THE POLICY

The purpose of this Policy is to cover the Insured, within the limits and conditions defined below, on the occasion of and during the Stay Abroad that he/she makes as part of a tourist trip.

Accidents occurring during the Stay while carrying out Manual Work covered by the policy or using a 2 or 3-wheel Motor Vehicle are covered within the limits and under the conditions defined below.

Dangerous sports and activities are covered when the Sport Option has been taken out.

ARTICLE 2 - DEFINITIONS AND SCOPE

We, the Insurer
For Assistance and Insurance cover excluding Personal Liability Abroad and Individual Accidents, the Insurer is MUTUAIDE ASSISTANCE - 126, rue de la Piazza- CS 20010 - 93196 Noisy le Grand CEDEX.

Public limited company with share capital of €15,180,660 - Company governed by the French Insurance Code – Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – Bobigny Trade and Companies Register no. 383 974 086 – VAT FR 31 383 974 086.

For Personal Liability Abroad and Individual Accidents cover, policy number ADP20245516, the Insurer is GROUPAMA RHONE-ALPES AUVERGNE - Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne. 50 rue de Saint-Cyr, 69251 Lyon cedex 09 - SIRET no. 779 838 366 000 28 - Company governed by the French Insurance Code and subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution - 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 - through GROUPE SPECIAL LINES (GSL).

Abroad
Any country outside your country of Domicile.

Attack
Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is the subject of media coverage.

This “attack” must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it one and the same coordinated action, this event will be considered one and the same event.

Claim
Random event likely to trigger the cover under this policy.

Complications during pregnancy
Physician-certified unforeseen complications during pregnancy, namely: toxaemia, hypertension gravidarum, pre-eclampsia, hydatidiform mole (molar pregnancy), hyperemesis gravidarum, ante partum haemorrhage, ectopic pregnancy, retroplacental haematoma, placenta previa, post partum haemorrhage, retained placental membranes, miscarriage, stillbirth, emergency caesarean section, medical termination of pregnancy and all premature deliveries or threats of premature deliveries more than 8 weeks (or 16 weeks for twin pregnancies) before term.

Covered Trip
Tourist Stay outside the country of Domicile for which you are insured and have paid the corresponding premium, for a period of between 1 and 8 consecutive weeks maximum.

On a flight including a stopover (maximum 12 hours) in a country outside the Zone, the Insured is covered in this country at the same level of cover purchased for the rest of the trip.

Countries and regions not recommended by the Ministry of Foreign Affairs of your country of Domicile and/or your place of stay and/or by the World Health Organisation are excluded.

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

Domicile
Domicile means your principal and habitual place of residence in the European Economic Area, Switzerland, the Principality of Andorra, Monaco, the French overseas departments and territories and New Caledonia. In the event of a dispute, the tax domicile constitutes the Domicile.

Duration of cover
The duration of cover corresponds to the dates of stay specified on the insurance certificate, with a maximum duration of between 1 and 8 consecutive weeks, renewable up to the maximum duration.

Emergency dental care
Relief of pain due to a tooth or gum infection contracted after the effective date of arrival in the host country and requiring emergency treatment.

Essential items
Clothing and toiletries allowing you to temporarily deal with the unavailability of your personal belongings.

European Economic Area
Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

Events covered under assistance
Illness, injury or death during a covered trip.

Events covered under insurance
- ✓ Theft, destruction, loss of Luggage, late delivery of Luggage
- ✓ Transport delays
- ✓ Interruption of stay
- ✓ Individual Accidents
- ✓ Personal Liability Abroad
- ✓ Excess buyback (when the option has been taken out)

Excess
Share of the loss for which the Insured is responsible under the policy in the event of compensation following a loss. The Excess may be expressed in amount, percentage, day, hour or kilometre.

Extension
The extension is an extension of the duration of the Covered Trip and therefore of the Insurance policy. Only the end date of the policy may be changed to a date later than that initially planned. The cost of the extension depends on its duration.

Family members
Family member means the spouse, civil partner or common-law partner living under the same roof, legitimate, natural or adopted children of the insured, including children of the spouse or common-law partner, father and mother, siblings, grandparents, parents-in-law (i.e. parents of the Insured's spouse), grandchildren, legal guardian, brothers-in-law and sisters-in-law, sons-in-law and daughters-in-law, uncles and aunts, nephews and nieces. They must be domiciled in the same country as you unless contractually stipulated otherwise.

France

France means mainland France. The French overseas departments, the French overseas territories and New Caledonia are considered as territories Abroad between themselves and with mainland France.

French overseas departments and territories
French Overseas Departments refers to Guadeloupe, French Guyana, Martinique, Mayotte and Réunion. The French Overseas Departments are considered as departments abroad.
French overseas territories refer to French Polynesia, Saint-Pierre-et-Miquelon, Wallis-et-Futuna, Saint-Martin and Saint-Barthélémy

Group
All participants appearing on the same travel registration form.

Illness
Sudden and unpredictable alteration of health certified by a competent medical authority.

Injury
Sudden alteration of health resulting from the sudden action of an external cause which is unintentional on the part of the victim as determined by a competent medical authority.

Insurance premium
Sum paid by the Policyholder in consideration for cover granted by the Insurer. This Premium includes taxes. It is payable in cash when the Policy is taken out.

Insured/Policyholder
The Policyholder, as well as any natural person travelling outside his/her country of Domicile for a Covered Trip, expressly mentioned as Insured in the insurance policy and for which an insurance premium has been paid.

The Insured must be ordinarily resident in the European Economic Area, Switzerland, the Principality of Andorra or Monaco, the French overseas departments and territories and New Caledonia.

Any person who has not been resident in their country of Domicile for more than 2 years at the time of subscription cannot be considered as Insured or Policyholder.

Invalidity
Any fraud, falsification, false statements or false testimony likely to invoke the cover provided for in the agreement shall nullify our commitments and result in forfeiture of the rights provided for in the said agreement.

Luggage
Travel bags, suitcases, trunks and their contents, excluding the clothing items you wear.

Manual Work covered
Covered Manual Work covers catering activities (bars and restaurants), housework and childcare, light and occasional manual work at ground level, including retail sales and fruit picking.

Maximum per event
In the event that the cover applies to several insured parties who are victims of the same event and insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

Natural disaster
Abnormal intensity of a natural agent not resulting from human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

Performance of the services
The services covered by this agreement may only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, MUTUAIDE ASSISTANCE will not reimburse any expenses incurred by the Insured.

Precious objects
Pearls, jewellery, watches, fur worn.

Serious bodily injury
Sudden alteration of health resulting from the sudden action of an unintentional external cause on the part of the victim confirmed by a competent medical authority resulting in the issue of a prescription for taking medicines for the benefit of the patient and involving the cessation of any professional or other activity.

Serious illness
Sudden and unforeseeable alteration of health confirmed by a competent medical authority resulting in the issue of a prescription for taking medicines for the benefit of the patient and involving the cessation of any professional or other activity.

Sports and activities covered
Leisure and holiday sports are considered to be leisure sports provided that they are practised on an "amateur" basis.

Sports or activities that have become commonplace are also covered:

- winter sports, including skiing and sledging,
- sea cruises,
- use of any aircraft as a passenger,
- school and university sports, with the exception of official competitions,
- playing ice hockey in States or regions where this sport is played by young people of the Insured's age.
- Use of any two- or three-wheeled motor vehicle as a driver or passenger.
- Competitions, tournaments, meetings and matches of a friendly nature are covered.

Dangerous sports listed in Appendix 1 are covered only if the Sport Option has been taken out.

Personal Liability Abroad and Individual Accidents cover do not cover the practice of dangerous sports.

In the event of an accident to the Insured while practising a sport in a club, **the Insurer will intervene as a second-line insurer once the insurance cover of the Insured's sports club has been exhausted.**

Territoriality
Entire world.

Countries and regions not recommended by the Ministry of Foreign Affairs of your country of Domicile and/or your place of stay and/or by the World Health Organisation are excluded.

Valuables
Sports equipment and materials, photographic, cinematographic, computer or portable telephone equipment, sound or image recording or production equipment and accessories, hunting rifles, fishing equipment.

Waiting period
Period during which no Claim can be paid.

If the policy is taken out from the country of Stay, the consequences of Illness occurring within the first 15 days will not be insured. The same applies if your policy is extended late, i.e. more than 48 hours after the end of your initial policy.

We organise
We take the necessary steps to give you access to the service.

We take care of
We finance the service.

Zone A
USA, Canada, China, Japan, Australia and Singapore.

By taking out a policy for Zone A, the Insured is also covered in Zone B and Zone C.

Zone B
World excluding Zone A.

By taking out a policy for Zone B, the Insured is also covered in Zone C.

Zone C
European Economic Area.

By taking out a policy for Zone C, the Insured is covered only in Zone C.

ARTICLE 3 - DESCRIPTION OF INSURANCE COVER

1/ LUGGAGE

We cover, up to the amount specified in the Table of Cover, your Luggage, objects and personal belongings, carried with you or purchased during your trip, outside your primary or secondary place of residence in the event of:

- Theft,
- total or partial destruction,
- loss during transport by a transport company.

LATE DELIVERY OF YOUR LUGGAGE

If your personal Luggage is not delivered to you at the destination airport (on the outbound journey) and if it is returned to you more than 24 hours late, we will reimburse you, with or without proof, for Essential items up to the amount specified in the Table of Cover.

However, you cannot combine this compensation with the other compensation provided under the LUGGAGE cover.

Sports equipment is not covered, unless you have taken out the Sport Option.

WHAT ARE THE LIMITS OF OUR COVER?

For Valuables and Precious objects, the reimbursement value may under no circumstances exceed the amounts specified in the Table of Cover.

In addition, the items listed above are only covered against theft that has been identified and duly reported as such to a competent authority (police, gendarmerie, transport company, purser, etc.).

- Theft of jewellery is covered ONLY when it is placed in a safety deposit box or when you are wearing it.
- Theft of all sound and/or image reproduction equipment and accessories is covered ONLY when they are placed in a safety deposit box or carried by you.

If you use a private car, the risk of theft is covered as long as your Luggage and personal effects are locked in the boot of the vehicle and out of sight. Only burglary is covered.

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

WHAT WE EXCLUDE

In addition to the general exclusions to all cover, the following are also excluded:

- **Theft of Luggage, personal effects and objects left unattended in a public place or stored in premises shared by several people,**
- **Theft of any sound and/or image reproduction equipment and their accessories if they have not been placed in a locked safety deposit box, while they are not being carried, which means that such equipment is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),**
- **Forgotten, lost (except by a transport company) or exchanged items,**
- **Theft without forced entry duly recorded and reported by an authority (police, gendarmerie, transport company, purser, etc.),**
- **Accidental damage due to the leaking of liquids, greasy, colouring or corrosive substances contained in your Luggage,**
- **Confiscation of property by the Authorities (customs, police),**
- **Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,**
- **Theft from any vehicle without a boot,**
- **Collections, samples from sales representatives,**
- **Theft of or forgotten, lost or damaged cash, documents, books, tickets and credit cards,**
- **Forgotten, lost or damaged official documents: passport, identity card, residence permit, vehicle registration document and driving licence,**
- **Theft of jewellery if it has not been placed in a locked safety deposit box when it is not being worn, which means that jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),**
- **Breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,**
- **Indirect damage such as depreciation and loss of use,**
- **The following objects: any prosthesis, apparatus of any kind, trailers, securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tape or film as well as professional equipment, musical instruments, food products, lighters, pens, cigarettes, alcohol, works of art, beauty products and photo films.**

WHAT AMOUNT DO WE PAY?

The amount specified in the Table of Cover constitutes the maximum reimbursement for all claims occurring during the cover period, up to a limit of two per year.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, or in the event of theft, you will be compensated on the basis of proof, less depreciation.

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

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

Our reimbursement will be made less any reimbursement obtained from the transport company and the Excess.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim must be submitted to AVI INTERNATIONAL – SPB, Claims Department within five business days, except in cases of unforeseeable circumstances or force majeure; if this period is not respected and as a result we suffer a loss, you will lose all right to compensation.

The claim must be accompanied by the following:

- ✓ receipt of a complaint lodged in the event of theft or a declaration of theft made to a competent authority (police, gendarmerie, transport company, purser, etc.) in the case of theft during the stay or loss by a transport company;
- ✓ the loss or destruction report drawn up with the carrier (sea, air, rail, road) when the Luggage or objects have been lost, damaged or stolen while in the legal custody of the carrier.
- ✓ A copy of the list of items reported damaged or stolen, given to the transport company,
- ✓ The letter of reimbursement from the airline or transport company stating the compensation paid to you,
- ✓ The original proof of purchase for damaged or stolen objects,
- ✓ In the event of late delivery, the irregularity report drawn up by the carrier and the Luggage delivery note specifying the date and time of delivery.

If these documents are not presented, you may forfeit your rights to compensation.

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

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

If you knowingly use inaccurate documents or use fraudulent means or make inaccurate or reticent statements as justification, you will forfeit any right to compensation, without prejudice to the proceedings that we would then be entitled to bring against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE LUGGAGE, OBJECTS OR PERSONAL BELONGINGS?

You must notify AVI INTERNATIONAL – SPB, Claims Department, immediately by registered letter, as soon as you are informed:

- if we have not yet paid you the compensation, you must take back possession of the said Luggage, objects or personal belongings; we are then only required to pay for any damage or missing items.
- if we have already compensated you, you may opt within 15 days:

  - ✓ either for the abandonment of said Luggage, objects or personal belongings for our benefit,
  - ✓ or for the recovery of said Luggage, objects or personal belongings return for the compensation you have received less, where applicable, the part of this compensation corresponding to the damage or missing items.

If you have not chosen within 15 days, we consider that you are opting for abandonment.

2/ TRANSPORT DELAYS

If you are delayed by more than 4 hours in relation to the time stated in your sales contract, we will reimburse you a lump sum, up to the amount stated in the Table of Cover.

Compensation may be accumulated if the delay occurs on both the outward and return journeys.

TERMS AND CONDITIONS OF COVER

The cover is only valid if the covered journey has been completed.

This cover is valid for outward and/or return journeys on:

- flights and trains of companies with published timetables,
- outward charter flights, timetables for which are shown on the outward ticket,
- return charter flights: flight confirmation time provided by the travel agent.

In the event of a dispute, the "ABC WORLD AIRWAYS GUIDE" shall be considered as the reference document for determining the timetable of flights and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Notify AVI INTERNATIONAL – SPB, Claims Department as soon as you return and no later than 15 days after your return. If this deadline is not met and we suffer loss as a result, you will lose all rights to compensation.

- Provide AVI INTERNATIONAL – SPB, Claims Department with:
  - Tickets and purchase invoice, boarding pass stub,
  - a certificate of delay drawn up and stamped by the transport company or its representative. This certificate must state the expected time of arrival at your destination, the actual time of arrival and must be in your name if you are unable to provide the stub of your boarding card or proof of your presence on board.
  - Any other proof you may be asked to provide.

IMPORTANT:

If you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and you will not be entitled to compensation. Furthermore, if you knowingly make a false declaration or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.

WHAT WE EXCLUDE

In addition to the exclusions common to all cover, delays resulting from the following are also excluded:

- **Weather conditions,**
- **A state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight,**
- **Your refusal to board the journey initially planned by the authorised organisation,**

- **Your refusal to use the covered transport,**
- **Flights that you have not pre-confirmed;**
- **Missing the journey on which your booking was confirmed, for whatever reason,**
- **Denied boarding due to failure to check in by the latest check-in time, or failure to check in your Luggage and/or present yourself for boarding,**
- **A decision by the airport authorities, civil aviation authorities or other authorities to change departure times more than 24 hours before the outward or return travel date shown on your ticket.**

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

3/ INTERRUPTION OF STAY COSTS

Following your medical repatriation organised by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you and the members of your family who are covered or of a person who is a member under this policy accompanying you, the accommodation costs already paid and not used (transport not included) pro rata, from the night following the event leading to medical repatriation or hospitalisation on site.

The reimbursement limits according to the amount of your trip are shown in the Table of Cover.

Similarly, if a member of your family not taking part in the trip suffers from a serious illness, a serious bodily accident or death, and as a result you must interrupt your stay and we or any other assistance company repatriate you, we will reimburse you and your member family members or a person accompanying you, pro rata, the accommodation costs already paid and not used (not including transport) from the night following the date of early return.

We also intervene in the event of theft, serious fire damage, explosion, water damage, or caused by the forces of nature to your professional or private premises, and necessarily involving your presence to take the necessary protective measures, we reimburse you and the members of your family who are covered or a person accompanying you, pro rata, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

WHAT WE EXCLUDE

In addition to the exclusions common to all cover, the following are also excluded:

- **Claims for reimbursement of transport tickets,**
- **Claims for reimbursement of services not listed on the travel registration form and therefore not covered (even if these services are purchased from the local representative of the organiser on site),**
- **Interruptions of stay for which the triggering event was known before the start of the trip.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to AVI INTERNATIONAL – SPB, Claims Department within five business days of becoming aware of it, except in the event of unforeseeable circumstances or force majeure. After this period, if we suffer a loss as a result of the late declaration, you lose any right to compensation.

You must send us all the documents necessary to compile the file and thus prove the merits and the amount of the claim.

In any case, you must provide us with:

- the originals of the tour operator's detailed invoices showing the land services and the transport services,
- The invoice for the trip or the agency's registration form,
- A certificate or proof from the Assistance Company confirming the date of repatriation or early return and the reason therefor,
- Any other document that we deem necessary for processing the application.

If you fail to provide our medical advisor with the medical information required for the investigation, the application cannot be settled.

4/ INDIVIDUAL ACCIDENTS AND PERSONAL LIABILITY ABROAD

ARTICLE 1: PURPOSE OF THE COVER

The purpose of this policy is to cover:

• Damage caused to third parties during your trip of less than 24 months:
Personal Liability cover

• Personal protection:
Individual Accidents cover

ARTICLE 2: INSURED PERSONS

All individuals or groups who have taken out this travel insurance policy and are domiciled in France, the European Economic Area, Switzerland, the Principality of Andorra, Monaco, the French overseas departments, New Caledonia and French Polynesia.

ARTICLE 3: SCOPE OF THE COVER

Cover under this policy is valid worldwide*, 24 hours a day, exclusively for trips of less than 24 months for which the Insured has taken out insurance with the Policyholder.

***Worldwide with the exception of:**

- **Areas of countries listed in red in the travel advice guide on the French Ministry of Foreign Affairs website.**
- **Countries that have just suffered natural disasters (hurricanes, typhoons, cyclones, tsunamis).**

ARTICLE 4: DISABILITY SCALE

Complete loss:	Right		Left
Of the arm	70%		60%
Of the forearm or hand	60%		50%
Of the thumb	20%		17%

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Of the index finger	12%		10%
Of the middle finger	6%		5%
Of the ring finger	5%		4%
Of the little finger	4%		3%
Of the thigh		55%	
Of 2 limbs		100%	
Of the foot		40%	
Of the big toe		8%	
Of the other toes		3%	
Of both eyes		100%	
Of one eye		40%	
Complete, incurable deafness that cannot be fitted with hearing aids		60%	
Complete, incurable deafness in one ear that cannot be fitted with hearing aids		10%	
Total and incurable mental insanity		100%	
Head trauma accompanied by loss of consciousness with post-concussive phenomena without neurological signs		5%	

ARTICLE 5: BENEFICIARIES IN THE EVENT OF DEATH

In accordance with the General Terms and Conditions, in the event of the DEATH of the INSURED, and unless otherwise designated by the INSURED to the Company, it is specified that the BENEFICIARIES of the lump sum provided for this purpose shall be:

- if the INSURED is married: his/her spouse who is not legally separated or divorced, failing which his/her children born or to be born, living or represented, failing which his/her heirs,
- if the INSURED is a signatory to a civil union, his/her partner, failing which his/her heirs,
- if the INSURED is widowed or divorced: his/her children or his/her heirs,
- if the INSURED is single: his/her heirs.

ARTICLE 6: EXCLUSIONS

GENERAL EXCLUSIONS

Regardless of the cover chosen, we never insure:

- **Damage resulting from an activity other than that declared in the policy (travel);**
- **The consequences of the fault of the Insured, if it is intentional or fraudulent** (however this exclusion does not apply to damage caused to others by persons for whom the Insured is civilly liable);
- **Accidents occurring when the Insured is a driver of a vehicle and his/her blood alcohol level is higher than that legally permitted in the country where the accident takes place;**
- **the consequences of acts of war;**
- **Accidents caused by civil or foreign war, whether or not declared in one of the following countries: Afghanistan, North Korea, Egypt, Honduras, Iraq, Libya, Mali, Nigeria, Pakistan, Papua New Guinea, Central African Republic, Democratic Republic of the Congo, Somalia, Sudan, South Sudan, Syria, Chad, Palestinian territories (Gaza), Ukraine (along the border with Russia), Venezuela, Yemen.**
- **the consequences of handling munitions that are illegal to possess;**

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- **the consequences of earthquake, volcanic eruption, tidal wave, hurricane, cyclone, landslide or subsidence;**
- **the consequences of the Insured's participation in attacks, riots, popular uprisings, acts of terrorism, sabotage, vandalism, malice, brawls** (except in cases of self-defence)**;**
- **liabilities in respect of claims relating to losses directly or indirectly due to or related to asbestos or any other material containing asbestos in any quantity;**
- **intangible loss not resulting from bodily injury or property damage covered or not;**
- **damage or worsening of damage caused by the direct or indirect effects of radioactivity due to an atomic explosion or any other source of ionising radiation,** unless it results from attacks or acts of terrorism (law of 23/01/06);
- **damage to motorised land vehicles subject to compulsory insurance, sailing boats, motorised boats and craft, aerial navigation equipment including microlights and paramotors, aeromodels owned, used or kept by the Insured;**

- **the payment of fines;**
- **the consequences of the Insured's participation in a bet;**
- **the transport of explosives;**
- **the storage, transport and use of fireworks whose use is regulated;**
- **the consequences of any claims related to a professional activity.**

EXCLUSIONS SPECIFIC TO PERSONAL LIABILITY

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

➢ **The financial consequences of the Insured's liability resulting from:**

- **any professional activity, elective position, trade union position, or position of director of association;**
- **any position of de jure or de facto organiser of festive, sporting or cultural events;**
- **the practice of hunting, air sports, all sports in a professional capacity, including during trials;**
- **the practice of a sport, when the Insured's liability is covered by an insurance policy attached to a licence issued by an official federation;**
- **the organisation and participation in all events, contests, races or competitions, as well as in all preparatory events requiring prior authorisation or subject to an insurance obligation;**
- **breakage of dams and dykes;**
- **the manufacture, storage or handling of explosives;**
- **damage resulting from damage to the environment;**

➢ **Damage caused by:**

- **any motorised land vehicle subject to the insurance obligation;**
- **buildings owned, rented or occupied by the Insured in any capacity whatsoever;**
- **any air navigation aircraft;**
- **any sailing boat** (with the exception of windsurfing boards and boats operated exclusively by human energy) **or any motor boats;**

➢ **Damage suffered by:**

- **buildings owned, rented or occupied by the Insured in any capacity whatsoever;**
- **property, objects or animals of which the Insured, his/her ascendants and descendants, his/her collateral relatives and their spouse have ownership, custody or use.**

EXCLUSIONS SPECIFIC TO BODILY INJURY

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

➢ **The consequences of:**

- **attempted suicide or voluntary mutilation;**
- **cosmetic treatments or surgical procedures that are not the result of an accident covered by the policy;**
- **alcoholism or the state of inebriation;**
- **the use of drugs or narcotics that are not medically prescribed;**
- **the participation of the Insured, as a competitor, in competitions and their trials requiring the use of a motor vehicle (land, sea, air);**
- **the practice of an air sport or leisure activity (e.g. flying, sailing, parachuting, hang gliding, ULM);**
- **practising any sport in a professional capacity;**
- **caving, mountaineering and trekking when it requires mountaineering equipment: rope, helmet, crampons, ice axe, poles, harness, respiratory assistance;**
- **recreational sports activities involving the use of a motorised land vehicle, outside of roads open to public traffic;**
- **aggravation due to late treatment, attributable to negligence by the Insured or intentional non-compliance by the Insured with the doctor's instructions;**
- **illnesses not resulting from an accident;**
- **orthodontic treatments and prostheses on milk teeth;**
- **medically recorded accidents prior to taking out the policy.**

ARTICLE 7: DEFINITIONS

INSURED

Any person designated in the insurance policy.

WE

The insurer with which you took out your policy.

POLICYHOLDER

The signatory of the policy who therefore undertakes to pay the premiums.

YOU

The Insured.

ACCIDENT/ACCIDENTAL

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

PETS

Animals belonging to a species that usually live with humans, excluding those used to develop a farm.

DAMAGE TO THE ENVIRONMENT

- emission, dispersion, discharge or deposit of any solid, liquid or gaseous substance diffused into the atmosphere,

soil or water;
- production of odours, noise, vibrations, temperature variations, waves, radiation, radiation exceeding the measurement of the ordinary obligations of the neighbourhood.

ATTACK AND ACT OF TERRORISM

Offences defined and cited by Articles 421-1 and 421-2 of the French Criminal Code, committed intentionally in relation to an individual or collective undertaking whose purpose is to seriously disturb public order through intimidation or terror.

BENEFICIARY

Person receiving benefits paid, not in a personal capacity, but because of his/her relationship with the Insured.

SPOUSE

The legitimate spouse, cohabitee or partner in a civil union partnership (PACS).

CONSOLIDATION

Date from which the consequences of the accident suffered by the Insured are stabilised.

BODILY INJURY

Any bodily injury (injury, death) suffered by a person.

INTANGIBLE LOSS

Any loss resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or property, the loss of profit.

PROPERTY DAMAGE

Any deterioration or disappearance of property, as well as any injury to a pet.

STATE OF INEBRIATION

Blood alcohol level from which the offences provided for in Articles L.234-1 and R.234-1 of the French Highway Code or by the equivalent texts of foreign legislation are constituted.

EXCESS

The share of the loss borne by you in the settlement of a claim.

HOSPITALISATION

Stay in a public or private hospital.

PERMANENT INCAPACITY

If the accident results in permanent infirmity, we pay the Insured compensation, the sum of which is obtained by multiplying the amount specified in these specific terms and conditions by the disability rate as defined in the scale mentioned in these Special Terms and Conditions.

BUSINESS DAYS

Weekdays except Saturdays, Sundays and public holidays.

LIMITATION PERIOD

Period beyond which no claim is admissible.

RELATIVE

Spouse, cohabitee, brother, sister, ascendants or descendants.

INFORMATION NOTICE

Document provided to you before you take out your policy to enable you to assess the cover you have chosen.

CLAIM

All the harmful consequences of an event resulting in the application of one of the types of cover provided for in the policy. Claims originating from the same event constitute a single claim.

A liability claim is any damage or set of damages caused to third parties, for which the Insured is liable, resulting from a harmful event and giving rise to one or more claims. The harmful event is that which constitutes the cause of the damage.

A set of harmful events having the same technical cause is treated as a single harmful event.

THIRD PARTIES

Any person other than the Insured.

ARTICLE 8: MAXIMUM COMMITMENTS

Individual Accidents

The maximum covered benefit for an insured person may not exceed the sum of **€50,000.00.**

It is formally agreed that in the event that cover is provided for several Insureds who are victims of the same accident caused by the same event, and where the aggregate of the sums insured exceeds the sum of **€1,000,000.00**, the Company's cover shall in any event be limited to this sum for the total amount of the victims of the same accident.

Consequently, it is understood that the compensation would be reduced and paid proportionally according to the funds subscribed for each of the victims.

ARTICLE 9: CLAIMS MANAGEMENT

9.1 Formalities and deadlines to be complied with

For any claim, formalities to be completed and documents to be sent to us:

You must:

- endeavour to limit as much as possible the consequences of the claim;
- indicate to us:
- the nature of the claim,
- the circumstances in which it occurred,

- known or presumed causes or consequences,
- the nature and approximate amount of the damage,
- the name of the persons involved as well as the name of their insurer and witnesses;

• forward to us within 48 hours of receipt all notices, letters, summonses, writs of summons, extrajudicial documents and pleadings sent or served on you concerning the claim.

➢ Deadlines for declaration or transmission of documents (except in cases of unforeseeable circumstances or force majeure):

- Personal Liability claim:

as soon as you become aware of it and at the latest within 5 business days;

➢ **NON-COMPLIANCE WITH THE DECLARATION DEADLINE**

In the event of non-compliance with the deadline for declaring the claim and insofar as we can establish that it results in damage for us, you lose the benefit of the cover under your policy for the claim concerned, except in the event of unforeseeable circumstances or force majeure.

➢ **FAILURE TO COMPLY WITH THE FORMALITIES AND DEADLINE FOR SENDING DOCUMENTS**

If you do not complete the formalities or do not comply with the deadlines for submitting the documents, we may ask you for damages proportionate to the resulting loss for us.

➢ **FALSE STATEMENTS**

In the event of knowingly false declarations regarding the nature, causes, circumstances or consequences of a claim, you lose the benefit of the cover provided by your policy for this claim.

9.2 Expertise

➢ **Bodily injury assessment**

As part of the Bodily Injury cover in order to allow the determination of his/her loss, the Insured is examined by our expert doctor.

He/she may be assisted, at his/her expense, by a doctor of his/her choice.

The Insured must provide us with all the information that we deem useful to determine his/her loss.

In the event of disagreement on the conclusions of the expert evaluation, a third-party expert shall be appointed by mutual agreement or, failing this, by the Presiding Judge of the Court of Justice of the Domicile of the Insured or the place where the loss occurred.

The conclusions reached by the third-party expert will be binding.

Each pays the costs and fees of its expert and, if applicable, half of those of the third-party expert.

9.3 Compensation

Cover is granted within the limit of the amounts specified in the Table of Cover amounts and Excesses.

1 - Personal Liability

We pay compensation due to the third party on your behalf.

Terms of application of the cover amounts:

➢ **Determination of sums insured**

Cover is granted per claim up to the sums and subject to the Excesses set out in the table of cover amounts and Excesses.

The costs of legal proceedings, releases and other settlement costs will not be deducted from the amount of cover. However, in the event of a conviction exceeding this amount, they shall be borne by the insurer and by the Insured in proportion to their respective shares in the conviction.

➢ **Provisions relating to cover set per claim**

In all cases where cover is granted up to a fixed amount per claim, it applies for all claims relating to damage or set of damage resulting from a harmful event or set of harmful events having the same technical cause.

The amount retained is that applicable on the date of the harmful event (or the first harmful event for a set of harmful events having the same technical cause). It is then automatically reduced by the compensation paid or due until it is exhausted.

2 - Personal injury

➢ Death

We pay the beneficiaries the lump sum shown in the Table of Cover amounts and Excesses.

➢ Permanent incapacity

Once the injuries have been consolidated, our medical advisor will determine the Insured's level of disability by reference to the Common Law scale. This rate is estimated, where applicable, taking into account pre-existing disabilities, i.e. based on the Insured's remaining capacity at the time of the accident. This rate, which may not exceed 100%, is applied to the lump sum, the amount of which is shown, depending on the plan chosen, in the Table of Cover and Excesses.

In the event of disagreement, the provisions of the paragraph "Bodily injury assessment" shall be applied.

9.4 Application of Excesses

With regard to the Personal Liability Excess provided for in the policy, you remain liable for:

➢ Any loss the amount of which does not exceed that of the Excess;
➢ The amount of the Excess, when the amount of the damage is greater than the Excess.

9.5 Compensation payment period

As soon as we have agreed on the compensation, it will be paid within the following deadlines:

Personal Liability:

- within 10 days of agreement

Personal injury:

Compensation will be paid within the following deadlines:

- death: within 15 days from the date of delivery of the death certificate;
- permanent disability: if, at the end of a period of one year from the date of notification of the claim, there has been no consolidation, we may pay you a deposit, which will in any event be acquired by the Insured, after

examination by our medical advisor.

5/ DAMAGE WAIVER (ONLY IF OPTION NO. 10249 HAS BEEN TAKEN OUT)

DAMAGE TO RENTAL VEHICLE

SPECIFIC DEFINITIONS

Insured

Any natural person of legal age who is duly insured under this policy when Excess Buyback option no. 9912 has been taken out by payment of the corresponding premium, and whose name is given in advance on the Rental Contract as the driver.

Rental Contract

Contract entered into between a company specialising in vehicle rental and the Insured as designated in these Specific Definitions.

The Rental Contract specifies the start and end dates of the rental period.

Property Damage

Any damage to the covered Rental Vehicle resulting from an unforeseen and external event.

Break-in

Any forcing, breakage, damage, demolition and removal of the components used to close the covered Rental Vehicle.

Downtime costs

Daily vehicle parking charge, if any, invoiced by the repairer.

Excess

Amount shown on the Rental Contract and payable by the Policyholder following Property Damage or Theft covered by the Rental Contract.

Third Party

Means any natural person who is not a party to the Contract.

Vandalism

Any damage knowingly caused by a Third Party for the sole purpose of causing damage.

Covered rental vehicle

Any four-wheeled land-based motor vehicle (**excluding those referred to in the SPECIAL EXCLUSIONS**), registered, which is the subject of a Rental Contract with a company specialising in vehicle rental.

Theft

Fraudulent removal of the covered Rental Vehicle committed by Break-in or as a result of an act of violence.

CONDITIONS OF COVER

The cover applies to the Insureds provided that:

- their names have been included on the Rental Contract,
- the Rental Vehicle is driven in accordance with the terms of the rental contract signed by the Policyholder with the rental company,
- the driving criteria imposed by the hire company and local law or jurisdiction are met.
- the vehicle is hired during the period of insurance cover.

The Insurer recommends that the Insured:

- ensures that the rental contract is completed in full, without erasures or overwriting, and that it specifies the amount of charges applicable in the event of damage,
- draws up a joint report on the condition of the Rental Vehicle before and after rental,
- in the event of Theft or vandalism of the Rental Vehicle, lodges a complaint with the competent authorities within 48 hours, specifying the circumstances of the Claim and the references of the vehicle (make, model, etc.)

In the event of a Claim, compliance with these provisions will make it easier to manage the case.

PURPOSE OF THE COVER

In the event of Theft of the rented Vehicle or in the event of Property Damage caused to the rented Vehicle, with or without an identified Third Party, whether at fault or not, the Insurer will pay up to €3,000 per travel period for the costs charged to the Insured by the rental company in accordance with the rental contract, i.e. the amount:

- of the Excess stipulated in the Rental Contract,
- or of the repairs to the Rental Vehicle as set out in the expert report or estimate from a professional repairer.

In the event of Property Damage to the Rental Vehicle, the Insurer will pay downtime costs up to a limit of €3,000 and the daily rental price during the number of days of downtime required to repair the Rental Vehicle, without exceeding the number of rental days initially stipulated in the Rental Contract.

Lastly, in the event that the renter invoices the Insured for administration costs, the Insurer will cover the reimbursement of these costs up to a limit of **€75 per Claim, on the understanding that it will not cover the costs invoiced by the renter for any operating loss.**

DURATION OF COVER

The cover takes effect from the date of signature of the Rental Contract and ceases when the Insured returns the Rental Vehicle, **up to a maximum of 8 consecutive weeks, even if the rental is made up of several successive contracts**.

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MAXIMUM COMMITMENT OF THE INSURER

This insurance is granted up to **2 (two) Claims settled in chronological order of occurrence per trip and up to a maximum of €3,000 per Claim.**

SPECIFIC EXCLUSIONS

In addition to the common exclusions (see COMMON EXCLUSIONS), the following are also excluded:

- rental of the following vehicles:

> ➢ **AC Cobra, Acura, ARO, Aston Martin, Audax, Bentley, Berkeley Cars, BMW M Series, Briklin, Bugatti, Cadillac, Camaro, Caterham, Chevrolet Corvette, Chevrolet commercial vehicles, Dodge (Viper, Stealth, Charger), Coste, Daimler, De Loeran, De Tomaso, Donkervoort, Eagle, Excalibur, Ferrari, Geo, Gillet, Ginetta, GMC, Graham Paige, GTM, Holden, Hudson, Hummer, Imola, Infiniti, Intermecanica, International Harvester, Isdera, Jaguar, Jeep, Jansen, Lamborghini, Lexus, Lincoln, Lotus, Maserati, Mac Laren, Mercedes AMG, Mikrus, Mopar, Morgan, Mega, Mustang, Packard, Pierce Arrow, Porsche, Range Rover, Riley Motor Car, Rolls Royce, Stallion, Studebaker, Tesla, Tucker, TVR, Venturi, Wiesmann, Kit Cars,**

- **limousines of all makes and models,**
- **classic cars that are more than 20 years old or that have been out of production for more than 10 years,**
- **commercial vehicles with a gross vehicle weight of more than 3.5 tonnes and/or a useful volume of more than 8m3,**
- **campervans, caravans and quad bikes,**
- **the rental of more than one Rental Vehicle,**
- **vehicle rental as part of a subscription to a public service, such as Autolib in Paris and the Paris region,**
- **private vehicles leased through a specialised platform,**
- **paying passenger vehicles, in particular private hire vehicles,**
- **damage caused by wear and tear of the Rental Vehicle or a construction defect,**
- **all deliberate damage,**
- **damage to the interior of the Rental Vehicle,**
- **the keys to the Rental Vehicle,**
- **expenses not relating to the repair or replacement of the Rental Vehicle (with the exception of downtime and towing costs which would be invoiced to the Insured),**
- **damage caused as a result of the confiscation or removal of the Rental Vehicle by the police or by requisition,**
- **damage occurring during off-road use of the Rental Vehicle,**
- **insurance premiums paid to the renter.**

ARTICLE 4 - DESCRIPTION OF PERSONAL ASSISTANCE COVER

ASSISTANCE BEFORE THE STAY

TELECONSULTATION BEFORE DEPARTURE

For any request for information useful for the organisation and smooth running of your trip, you can contact us before your trip 24 hours a day; 7 days a week.

The information relates to the following areas:

Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main Hospital Centres, Advice for women, Time difference, Travelling animals.

The information is provided by telephone and is not confirmed in writing or sent documents.

The information services are provided between 8 a.m. and 7 p.m. and within the time periods normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

ASSISTANCE DURING THE STAY

MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

If medical expenses have been incurred with our prior agreement, we will reimburse you for the portion of these expenses that has not been covered by any insurance companies with which you have a policy.

We only intervene once the reimbursements have been made by the aforementioned insurance companies, and subject to the communication of the original proof of reimbursement from your insurance company.

This reimbursement covers the costs defined below, provided they relate to care received by you outside your country of Domicile as a result of an Illness or accident occurring outside your country of Domicile.

In this case, we will reimburse the amount of the costs incurred up to the maximum amount specified in the Table of Cover.

In the event that the insurance company to which you pay premiums does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount specified in the Table of Cover, subject to communication by you of the original invoices for medical expenses and the certificate of non-payment issued by the insurance company.

This benefit will cease from the day we are able to repatriate you.

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

- medical fees,
- costs of medicines prescribed by a doctor or surgeon,
- costs of an ambulance prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of cover by insurance companies,
- hospitalisation expenses provided that you are deemed untransportable by decision of the Assistance doctors, made after obtaining information from the local doctor (hospitalisation expenses incurred from the day on which we are able to carry out your repatriation are not covered),
- dental costs in the event of an emergency or accident (capped at the amount specified in the Table of Cover, without Excess),
- costs of rehabilitation, physiotherapy and chiropractic treatment following an accident (up to the limit

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shown in the Table of Cover),
- optical costs (glasses/lenses) resulting from an accident (capped at the amount specified in the Table of Cover, without Excess).

EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

We may, within the limit of the amounts of cover provided for above, advance the hospitalisation expenses that you must incur outside your country of Domicile, under the following cumulative conditions:

- the doctors of MUTUAIDE ASSISTANCE must judge, after consulting with the local doctor, that it is impossible to immediately repatriate you to your country of Domicile.
- the care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorised by you must formally undertake by signing a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this benefit:
    - to initiate the procedures to cover the costs through the insurance companies within 15 days of the date on which MUTUAIDE ASSISTANCE sends the information necessary for these procedures,
    - reimburse MUTUAIDE ASSISTANCE the sums received in this respect from the insurance companies within one week of receipt of these sums.

The costs not covered by the insurance companies shall be borne solely by us, and within the limit of the amount of cover provided for the “medical expenses” benefit. You must provide us with the certificate of non-payment issued by these insurance companies, within one week of receipt.

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

If you fail to complete the payment procedures with the insurance companies within the deadlines, or if you fail to present to MUTUAIDE ASSISTANCE the certificate of non-payment issued by these insurance companies within the deadlines, you may not under any circumstances avail yourself of the “medical expenses” benefit and must reimburse all hospitalisation expenses advanced by MUTUAIDE ASSISTANCE, which will, where applicable, initiate any useful recovery procedure, the cost of which will be borne by you.

REPATRIATION OR MEDICAL TRANSPORT:

You are sick or injured during a covered trip. We will organise and pay for your repatriation to your Domicile or to a hospital close to you.

Only medical requirements are taken into account when determining the date of repatriation, the choice of the means of transport or the place of hospitalisation.

The repatriation decision is taken by our medical advisor, after consulting the attending doctor and possibly the family doctor.

During your repatriation, and on the recommendation of our medical advisor, we will organise and pay for the transport of a companion by your side.

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

VISIT OF A RELATIVE

You are hospitalised on site by decision of our medical team, before your medical repatriation, for a period of more than five days. We organise and pay for the return transport by first class train or economy class air travel for a member of your family residing in the same country as you, as well as their accommodation expenses (room, breakfast) so that they can come to your bedside.

We will cover his/her accommodation up to the amount specified in the Table of Cover.

Costs of meals or other expenses shall in all cases be borne by this person.

This cover cannot be combined with the "Repatriation of accompanying persons" cover.

EXTENSION OF STAY FOR AN ACCOMPANYING PERSON

You are hospitalised during a covered trip and our doctors consider that this hospitalisation is necessary beyond your initial return date.

We cover the accommodation costs (room and breakfast) of a beneficiary family members or an insured companion to stay at your bedside, up to the amount specified in the Table of Cover.

Only medical requirements are taken into account when granting this cover.

If you are obliged to extend your stay for proven medical reasons, without hospitalisation and with the approval of the medical advisor, we organise and pay the hotel costs (room and breakfast) for a beneficiary member of your family or an insured companion, up to the amount specified in the Table of Cover.

Costs of meals or other expenses shall in all cases be borne by this person.

This cover cannot be combined with the "Visit of a relative" cover.

INSURED'S HOTEL EXPENSES

If you are obliged to extend your stay for proven medical reasons, without hospitalisation and with the approval of the medical advisor, we organise and cover your hotel costs (room and breakfast), up to the amount specified in the Table of Cover.

EARLY RETURN

If you have to interrupt your trip prematurely in the cases listed below, we will pay for your additional transport costs and those of the beneficiary family members or of a person insured under this policy accompanying you, if the transport tickets provided for your return and theirs cannot be used as a result of this event, on the basis of a first class train ticket or economy class air travel.

We intervene in the event of:

- hospitalisation of a member of your family, a person responsible for caring for your minor and/or disabled child who remains at the Domicile or your professional replacement.
- death of a member of your family, a person responsible for caring for your minor and/or disabled child who remains at the Domicile, or your professional replacement,

- serious claim affecting your main residence in your country of residence.
- Natural disaster at your place of stay.

SENDING A DOCTOR ON SITE

You are hospitalised during a covered trip and our medical advisor wishes to assess your state of health on site before deciding to repatriate you to your country of Domicile.

We cover the costs of sending a doctor to your place of stay as well as the costs of return.

Depending on your state of health, the doctor will accompany you on your repatriation.

REPATRIATION OF AN INSURED COMPANION

You are medically repatriated, or you die during a covered trip.

If they cannot return by the means initially provided, we will organise and pay for the transport to the Domicile of a beneficiary family member or an insured person accompanying you when the event occurs, by first class train or economy class air travel.

LEGAL ASSISTANCE ABROAD

During a covered trip outside your country of Domicile, you may be subject to legal proceedings, imprisonment for non-compliance with or involuntary violation of local laws and regulations.

We will advance the bail required by the local authorities to allow your provisional release, up to the amount shown in the Benefits Table.

This advance must be repaid within one month of the submission of our request for reimbursement. If the bail is repaid to you before this period by the Authorities of the country, it must be returned to us immediately.

We may reimburse you, up to the amount specified in the Table of Cover, for the fees of legal representatives on whom you may be required to freely call if an action is taken against you, provided that the alleged acts are not subject to criminal penalties under the laws of the country.

This cover does not apply to events relating to your professional activity or the custody of a motorised land vehicle.

SEARCH OR RESCUE COSTS

We cover, up to the amount specified in the Table of Cover, the costs of search and rescue at sea or in the mountains following an event that puts your life at risk. Only fees charged by a duly authorised company for these activities may be reimbursed.

Under no circumstances can we replace the local emergency services.

SHIPMENT OF MEDICINES ABROAD

During a covered trip outside your country of Domicile, you are deprived of medicines essential for your health, following a loss or theft. We cover the cost of finding and transporting these medicines, in the event that these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE's doctors are not found on site (subject to obtaining from you the contact details of your general practitioner).

We handle the shipment of medicines by the fastest means, subject to local and French legal constraints.

You will be responsible for customs duties and the cost of purchasing the medicines.

TRANSMISSION OF URGENT MESSAGES

You are unable to contact someone in your country of Domicile. We will pass on the message if you are unable to do so.

The messages sent may not be serious or sensitive. Messages remain the responsibility of their authors, who must be able to be identified, and are only binding on them. We only act as an intermediary for their transmission.

REPATRIATION OF BODY

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

In this context, we take care of:

✓ The costs of transporting the body,
✓ Costs related to conservation care imposed by applicable legislation,
✓ Costs directly necessitated by the transport of the body (coffin, handling, special arrangements for transport, packaging) up to the amount specified in the Table of Cover.

DEATH FORMALITIES

If the presence on site of a family member or close relative of the deceased proves essential to carry out the examination of the body and the formalities of repatriation or incineration, we will organise and pay for a round-trip first class train ticket or economy class air travel, as well as accommodation expenses (room and breakfast) incurred on behalf of this person up to the amount specified in the Table of Cover.

All other costs shall be borne by the deceased's family.

ADVANCE OF FUNDS (only Abroad)

During a covered trip outside your country of Domicile, your means of payment, official papers (passport, national identity card, etc.) or plane tickets are lost or stolen.

by calling our department, we will inform you of the steps to be taken (filing a complaint, renewal of documents, etc.).

The information provided is the documentary information referred to in Article 66.1 of the amended law of 31 December 1971. This does not constitute legal consultation.

Subject to a certificate of theft or loss issued by the local authorities, we may grant you an advance of funds up to the amount specified in the Table of Cover, against an acknowledgement of debt provided to MUTUAIDE ASSISTANCE.

This advance is repayable to MUTUAIDE ASSISTANCE within 30 days of the funds being made available.

If payment is not made, we reserve the right to initiate any necessary recovery proceedings.

REPLACEMENT OF OFFICIAL DOCUMENTS AND MEANS OF PAYMENT

During a covered trip outside your country of Domicile, your official papers and/or means of payment are lost or stolen.

If duplicates of your official documents can be sent to you at your place of stay from your country of Domicile, by a person of your choice, we can reimburse the cost of sending these documents, on presentation of the original proof of the cost of sending and proof of loss or theft of these documents.

We can also advise you on the preliminary steps to be taken with the administrative authorities for the replacement of documents.

We will reimburse you for the cost of replacing the documents up to the amount specified in the Table of Cover.

With regard to your means of payment, and subject to a certificate of theft or loss issued by the local authorities, we may grant you an advance of funds up to the amount specified in the Table of Cover, against an acknowledgement of debt provided to MUTUAIDE ASSISTANCE.

ARTICLE 5 – PERSONAL ASSISTANCE EXCLUSIONS

The following do not give rise to our intervention:

- **Trips undertaken for the purpose of diagnosis and/or treatment,**
- **Medical and hospitalisation expenses in the country of Domicile,**
- **Drunkenness, suicide or attempted suicide and their consequences,**
- **Any voluntary mutilation of the Insured,**
- **Benign conditions or injuries that can be treated on site and/or that do not prevent the Insured from continuing his/her trip,**
- **Conditions of pregnancy, unless an unforeseeable complication arises, and in any case, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,**
- **Convalescence and conditions under treatment, not yet consolidated and presenting a risk of serious deterioration,**
- **Previously established illnesses that have led to hospitalisation in the 6 months preceding the date of departure for travel,**

- **Events related to medical treatment or surgery that are not unforeseeable, unexpected or accidental,**
- **The costs of acoustic and functional prostheses,**
- **The consequences of situations at risk of infection in an epidemic context that are subject to quarantine or preventive measures or specific monitoring by the international and/or local health authorities of the country in which you are staying and/or the national authorities of your country of origin, unless otherwise stipulated in the cover.**
- **The costs of spa treatments, cosmetic treatments, vaccinations and the resulting costs,**
- **Stays in a nursing home and the resulting costs,**
- **Planned hospitalisations.**

ARTICLE 6 – GENERAL EXCLUSIONS

The following do not give rise to our intervention:

- **Services that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation,**
- **Meals and hotel costs, except those specified in the text of the types of cover,**
- **Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,**
- **The amount of the convictions and their consequences,**
- **The use of narcotics or drugs not medically prescribed,**
- **The state of inebriation,**
- **Customs fees,**
- **Participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence is issued as well as training for these competitions, unless otherwise stipulated in Appendix 1 when the Sport option has been taken out,**
- **Professional practice of any sport,**
- **Participation in endurance or speed competitions or events and their preparatory tests, on board any land, water or air locomotion vehicle,**
- **The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,**
- **Costs incurred after the return from the trip or expiry of the cover, unless otherwise stipulated in the cover,**
- **Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering and trekking when it requires mountaineering equipment: rope, helmet, crampons, ice axe, poles, harness, respiratory assistance, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification, unless otherwise stipulated in Appendix 1 when the Sport option has been taken out,**
- **Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,**
- **Official prohibitions, seizures or restrictions by law enforcement,**
- **The use by the Insured of air navigation devices,**
- **The use of munitions, explosives and firearms,**
- **Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,**
- **Suicide and attempted suicide,**

- **Epidemics and pandemics, pollution and natural disasters, unless otherwise stipulated in the cover,**
- **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,**
- **The disintegration of atomic nuclei or any irradiation from a radioactive energy source.**

Under no circumstances may MUTUAIDE ASSISTANCE be held liable for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular uprisings, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of atomic nuclei, the explosion of radioactive nuclear devices and nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseeable circumstances or force majeure, as well as their consequences.

ARTICLE 7 - OPERATING RULES FOR ASSISTANCE SERVICES

Only the Insured's telephone call at the time of the event allows assistance services to be provided.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the applicant's rights, shall organise and pay for the benefits provided for in this agreement.

To benefit from a cover, MUTUAIDE ASSISTANCE may ask the Insured to provide evidence of the capacity that he or she invokes and to produce, at his or her own expense, the evidence and documents proving this right.

The Insured must allow our doctors access to any medical information concerning the person for whom we are providing assistance. This information will be processed in accordance with medical confidentiality.

MUTUAIDE ASSISTANCE may not under any circumstances replace the local emergency rescue organisations and will intervene within the limits of the agreements given by the local authorities, nor will it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the event of a minor illness or minor injuries that do not require repatriation or medical transport.

The procedures that MUTUAIDE ASSISTANCE is required to perform are carried out in full compliance with national and international laws and regulations. They are therefore linked to the competent authorities' ability to obtain the necessary authorisations.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured, the Insured must return his or her unused initially planned return ticket.

MUTUAIDE ASSISTANCE shall decide on the nature of the air ticket provided to the Insured according to the possibilities offered by air carriers and the duration of the journey.

ARTICLE 8 - REIMBURSEMENT CONDITIONS FOR ASSISTANCE COVER

Reimbursements to the Insured may only be made by us on presentation of the original invoices paid corresponding to costs incurred with our agreement.

Requests for reimbursement should be addressed to:

MUTUAIDE ASSISTANCE

Service Gestion des Sinistres [Claims Management Department]

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

ARTICLE 9 - PROCESSING OF COMPLAINTS

1. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.
   If you have any complaints about the Assistance cover listed below, you can contact MUTUAIDE by calling 01.55.98.57.54:

- ✓ Telemedicine consultation before departure
- ✓ Medical expenses
- ✓ Repatriation or medical transport
- ✓ Visit of a relative
- ✓ Extension of stay
- ✓ Hotel costs
- ✓ Early return
- ✓ Sending a doctor on site
- ✓ Return of an insured accompanying person
- ✓ Legal assistance abroad
- ✓ Search or rescue costs
- ✓ Shipment of medicines abroad
- ✓ Transmission of urgent messages
- ✓ Body repatriation
- ✓ Death formalities
- ✓ Advance of funds
- ✓ Replacement of official documents and means of payment

If your verbal complaint is not satisfied, please write to us either by email to: qualite.assistance@mutuaide.fr or by post to:

MUTUAIDE CUSTOMER
QUALITY DEPARTMENT
126, rue de la Piazza - CS 20010 - 93196 Noisy-le-Grand CEDEX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 business days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been given to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

2. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

NIVM210304

For any complaint regarding your insurance cover listed below, you can contact AVI INTERNATIONAL by calling 01.44.63.51.00:

- ✓ Luggage
- ✓ Transport delays
- ✓ Trip interruption costs
- ✓ Excess buyout
- ✓ Refund of medical expenses

If your verbal complaint is not resolved to your satisfaction, please write to us, either by email to: claims@avi-international.com or by post to:

AVI INTERNATIONAL – SPB

Complaints Department
10 Avenue de l'Arche, Immeuble Colisée Garden

CS 70126

92149 COURBEVOIE CEDEX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 business days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been given to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

3. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.
   If you have any complaints about your Personal Liability Abroad and Individual Accidents covers, please contact your usual GROUPE SPECIAL LINES representative.

If your verbal complaint is not satisfied, please write to us either by email to: reclamations@groupespeciallines.fr or by post to:

GROUPE SPECIAL LINES - Complaints Department

6-8 rue Jean Jaurès

92800 PUTEAUX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 business days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been given to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

ARTICLE 10 - DATA COLLECTION

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

- The answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or reduced compensation (Article L.113-9 of the French Insurance Code),

- The processing of personal data is necessary for the subscription and performance of his/her policy and its benefits, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.

- The data collected and processed are retained for the period necessary for the performance of the policy or legal obligation. These data are then archived in accordance with the periods provided for by the provisions relating to limitation periods.

- The recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and covers, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.

Information concerning him/her may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Insured are retained for a period of five (5) years from the termination of the policy or the termination of the relationship.

- His/her personal data may also be used in the context of processing to combat insurance fraud, which may lead, where applicable, to inclusion on a list of persons presenting a risk of fraud.

This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. These data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data are retained for a maximum of six (6) months to support the alert and then is deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five

(5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For persons registered on a list of suspected fraudsters, the data concerning them are deleted after the period of five years from the date of registration on this list.

• In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, or during its performance or as part of the management of disputes.

• Personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

• His/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

• The Insured has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter are necessary for the policy or when he/she has consented to the use of such data.

He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.

These rights may be exercised with the Data Protection Officer of the Insurer:

- by e-mail: DRPO@MUTUAIDE.fr

or

- by post: by writing to the following address: Data Protection Officer - MUTUAIDE ASSISTANCE- 126 rue de la Piazza - CS 20010- 93196 Noisy le Grand CEDEX.

If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 11 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the benefits provided by it, to the rights and actions of the Beneficiary, against any person liable for the events that motivated its intervention. When the services provided under the agreement are covered in whole or in part through another company or institution, MUTUAIDE ASSISTANCE shall be subrogated to the rights and actions of the beneficiary against this company or institution.

ARTICLE 12 - LIMITATION PERIOD

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

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof ;

- In the event of a claim, only from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the Insured or was compensated by the latter.

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

- recognition by the debtor of the right of the person against whom he or she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is recalled that:

A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he or she was time barred interrupts the limitation period against all the others, even against their heirs.

On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code). A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

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

ARTICLE 13 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the first party to act, in the absence of an amicable resolution, to the competent court of the beneficiary's Domicile in accordance with the provisions of Article R.114-1 of the French Insurance Code.

ARTICLE 14 - FALSE DECLARATIONS

When they change the nature of the risk or reduce our opinion of it:

- **Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the French Insurance Code.**
- **Any omission or inaccurate declaration by you for which bad faith is not established shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under the French Insurance Code as provided for in Article L 113.9.**

ARTICLE 15 - SUPERVISORY AUTHORITY

The authority responsible for the supervision of MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR - 4, place de Budapest - CS 92459 - 75436 Paris Cedex 9.

APPENDIX 1: DANGEROUS SPORTS

Sport	Comments	Personal Liability and Individual Accidents covered: YES / NO	Sport	Comments	Personal Liability and Individual Accidents covered: YES / NO
Acrobatics and BMX obstacle course	Activity supervised by professionals only (club, association)	NO	Snowmobile / snow scooter	Except for competitions	NO
Barefoot	Activity supervised by professionals only (club, association)	NO	Mountain boarding	Activity supervised by professionals only (club, association)	NO
Canyoning	Activity supervised by professionals only (club, association)	NO	Scuba diving	Up to 5 meters depth without a PADI diploma or equivalent - up to 45 meters with a PADI diploma or equivalent. Activity supervised by professionals (club, association)	NO
Lacrosse	Activity supervised by professionals only (club, association)	NO	Quad / quadricycle	Except for competitions	NO
Downhill biking	Activity supervised by professionals only (club, association)	NO	White water rafting	Activity supervised by professionals only (club, association)	NO

Cyclo-cross	Activity supervised by professionals only (club, association)	NO	Rugby	Activity supervised by professionals only (club, association)	NO
Climbing wall (indoor and outdoor) / abseiling	Activity supervised by professionals only (club, association)	NO	Sandboarding		NO
Fencing	Activity supervised by professionals only (club, association)	NO	Bungee jumping	Activity supervised by professionals only (club, association)	NO
American football	Activity supervised by professionals only (club, association)	NO	Show jumping (equestrian)	Activity supervised by professionals only (club, association)	NO
Freeride mountain biking	Activity supervised by professionals only (club, association)	NO	Freestyle skiing	Activity supervised by professionals only (club, association)	NO
Weightlifting	Activity supervised by professionals only (club, association)	NO	Water skiing	Activity supervised by professionals only (club, association)	NO

Ice / roller / field hockey	Activity supervised by professionals only (club, association)	NO	Snowkiting / kite skiing	Activity supervised by professionals only (club, association)	NO
Jet skiing / water scooters / water bikes	Activity supervised by professionals only (club, association)	NO	Surfing / waveboarding		NO
Water jousting	Activity supervised by professionals only (club, association)	NO	Crossbow shooting	Activity supervised by professionals only (club, association)	NO
Karting	Activity supervised by professionals only (club, association)	NO	Trekking	The activity must be supervised by professionals from 1,500 metres	NO
Kitesurfing	Activity supervised by professionals only (club, association)	NO	Amphibious vehicles	Activity supervised by professionals only (club, association), except for competitions and games	NO
Kneeboard	Activity supervised by professionals only (club, association)	NO	Sailing	Activity supervised by professionals only (club, association)	NO
Wrestling, boxing, judo, karate, kendo, martial arts, self defence	Activity supervised by professionals only (club, association)	NO	Wakeboarding	Activity supervised by professionals only (club, association)	NO

Motocross	Activity supervised by professionals only (club, association)	NO	Wakeskating	Activity supervised by professionals only (club, association)	NO
Dirt bike	Except for competitions	NO	Wakesurfing	Activity supervised by professionals only (club, association)	NO
Transoceanic sailing, solo sailing more than 20 miles from a shelter		NO	Zorbing	Activity supervised by professionals only (club, association)	NO