



The Insurer: MONDIAL ASSISTANCE INTERNATIONAL
Tour Gallieni II - 36, avenue du Général de Gaulle
93175 Bagnolet Cedex

General Terms and Conditions

Insurance Policy Cover, except for Assistance Insurance, is governed by the French Insurance Code.

The Policy consists of the General Terms and Conditions and the Special Conditions.

The Insurance Cover detailed here below includes the cover you have specifically chosen, detailed in the schedule of Special Conditions, and forms an integral part of the Insurance Policy you have taken out for which you have paid the required premium.

The Insurance Policy covers all trips, whether private or for business, up to a maximum of 3 consecutive months, organised by an authorised institution.

Please read carefully the General Terms and Conditions. They contain the full details of the cover provided, plus the conditions and exclusions which apply to it, and provide answers to questions you may have.

DEFINITIONS

Certain words and phrases regularly appear in our Insurance Policies, they will always have these meanings:

- **DEFINITION OF PARTIES TO THE INSURANCE POLICY**

THE INSURED:

The Policyholder,

Each insured person mentioned in your schedule of Special Conditions.

WE/US/OUR: MONDIAL ASSISTANCE INTERNATIONAL, being the Insurance Company with whom you took out your Insurance Policy.

THE POLICY HOLDER: Person mentioned in the schedule of Special Conditions who undertakes to pay the insurance premium.

YOU/YOUR: each insured person.

- **DEFINITION OF INSURANCE TERMS**

DOMICILE/HOME: your usual residential address which determines where you exercise your civic rights.

ABROAD: any country except your country of domicile.

EUROPE: European Union (including the following overseas territorial collectivities: Guadeloupe, French Guiana, Martinique and Réunion), Liechtenstein, the Principalities of Monaco and Andorra, Saint Marino, Switzerland and Vatican City.

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

SA Insurance Broker with Paid In Capital of 200,000 € 5: Cité de Trévise – 75009 PARIS
– Reg No. 582 136 289 with PARIS Commercial Register –

Intra-Community VAT N° FR 24 582 136 289 00029 NACE Code 6622 Z – ORIAS (Insurance Brokers) Reg. No.(www.orias.fr)- 07 000 044

METROPOLITAN FRANCE: the European French territory (including those islands off the Atlantic, Channel and Mediterranean coasts), but not including the French overseas territorial collectivities.

POLICY EXCESSES: This is the amount you must pay towards any claim. The amount of each excess is shown in the Table of Benefits.

POLICY LIMITS: the maximum amount the Insurer will pay under a claim, regardless of the number of insured people covered by the policy.

AUTHORISED INSTITUTION: travel agents, transport companies, associations, works councils or agents proposing short term rental accommodation.

PERIOD OF LIMITATION: period after which no claim will be considered valid.

CLAIM: notification to an insurance company that payment of the benefit is due under the terms of the policy. All and any damage resulting from the same cause constitutes a single claim.

SUBROGATION: the right to take legal action on your, the Insured's, behalf to recover the amount of loss from the party who caused it.

THIRD PARTY: Any person of entity, except for:

The Insured,

Members of the Insured's family,

Any person accompanying the Insured,

Their agents, whether salaried employees or not, while carrying out their duties.

ACCOMODATION RENTAL: renting furnished accommodation through an authorised institution for up to 3 months during the validity of the Insurance Policy.

► **Insurance Cover « Cancellation »:**

NATURAL DISASTER: a catastrophe that occurs as a result of forces of nature.

TEMPORARY INCAPACITY: loss limited to the time a person was fully capable, which implies that on the day the policy is cancelled, they ceased all activities including professional activities, with a Doctor's Note being provided and they were receiving medical treatment.

► **Insurance Cover « Curtailment of Accommodation Rental Period »:**

EMERGENCY CARE: Care in a private or public hospital for more than 7 days for urgent treatment, meaning non-programmed treatment which could not be put off.

► **Insurance Cover « Holiday Accommodation Civil Liability »:**

ELEGIBLE PERSON: person benefiting from the payment of a claim, not for personal gain, but due to their relationship with the Insured.

BODILY INJURY: Identifiable physical or mental injury caused by a sudden, unexpected and specific event, including any financial losses incurred.

CONSEQUENTIAL DAMAGES: Any financial loss incurred that does not ensue directly and immediately from the act of a party, but only from some of the results of such act.

MATERIAL DAMAGE: All property-related damage, losses or accidental disappearance of property and any damage suffered by a domestic animal.

CIVIL/PUBLIC LIABILITY: potential responsibility for payment of damages caused to a Third Party by you, or by people for whom you are responsible, or by items for which you are responsible.

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HOLIDAY ACCOMODATION: apartment, detached house, bungalow, static mobile home or camping pitch, temporarily occupied by the Insured and/or people accompanying the Insured during holiday/travel.

THIRD PARTY: Any person of entity, except for:

- The Insured
- Members of the Insured's family, whether direct ancestors, direct descendants, collateral relatives, including biological half siblings, aunts and uncles, grandparents and grandchildren.
- Any person occupying the Holiday Accommodation as an Insured Party.

CONTRACT TERRITORIALITY

The « Interruption of Accommodation Rental Cover and Holiday Accommodation Civil Liability Cover » apply to those countries in Europe visited by the Policy Holder during the Holiday Accommodation Rental Period and mentioned in the schedule of Special Conditions. « Cancellation» cover is worldwide.

TABLE OF BENEFITS

COVER	COVER LIMITS AND EXTENSIONS	EXCESS OR AMOUNT OF CLAIM
CANCELLATION		
Following the unexpected occurrence of an event mentioned in the policy document.	Reimbursement of deposit amounts paid to book furnished accommodation, subject to the general terms and conditions of the relative rental agreement. The most we will pay is : 50,000 € per claim	Per Insured Party: 30 €
CURTAILMENT OF HOLIDAY		
<p>When your holiday is curtailed for one of the following reasons as mentioned in the General Terms and Conditions :</p> <p>You become ill or are injured and the doctor treating you certifies that it is medically necessary for you to return to the UK organised by another insurance company.</p> <p>In case of material damage.</p> <p>It is necessary and unavoidable for you to urgently return home because a close relative or close business associate of yours dies.</p> <p>You have to return home to go into hospital urgently due to an accident, illness or injury that occurs during your trip.</p>	We will pay you any unused pre-booked accommodation rental costs, subject to the following limits : 50,000 € per claim	Non
HOLIDAY ACCOMMODATION CIVIL LIABILITY		
Bodily injury and consequential damages	The most we will pay for each claim is 4,500,000 €	Per Claim 75 €
Material Damage and claims by neighbours and third parties	The most we will pay for each claim is 450,000 €	
Damage to property included in the inventory and located inside the rented accommodation.	The most we will pay for each claim is 16,000 €	
BAGGAGE LOSS/DAMAGE		
Disappearance and/or accidental deterioration of baggage, items and personal effects	Replacement cost indemnity, less the amount of depreciation for wear and tear, with the following limits: <ul style="list-style-type: none"> ▪ 6,000 € per insured person ▪ 15 000 € per family 	Per insured person and per claim/loss: 30 €

GENERAL EXCLUSIONS APPLICABLE TO TYPES OF COVER MENTIONED IN THE POLICY

As well as the standard excesses and any increased amount you have agreed to pay shown in your policy wording or on your schedule, we do not cover the following events:

- 1 civil wars or foreign wars, riots, civil commotion, strikes, hostage taking, terrorism, the use of arms:
- 2 wilful participation in betting, unlawful actions, brawls, except in cases of legitimate defence:
- 3 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste:
- 4 wilful, self inflicted injury, suicide or attempted suicide:
- 5 wilful drug abuse, alcohol or solvent abuse or abuse of any narcotic substance mentioned in the French Health and Safety Code, which is not subject to a Doctor's prescription.
- 6 any event which could invoke either the responsibility of the voyage organiser subject to Sections VI and VII of the Law N° 92-645 of July 13th 1992 detailing the conditions required to be a travel agent or operator organising and selling holidays, or a transporter, particularly relative to air travel security and/or over booking:
- 7 your refusal to board a flight initially organised by an authorised institution.

COVER PROVIDED UNDER THE INSURANCE POLICY

CANCELLATION

1. SCOPE OF THE COVER PROVIDED

When you cancel your reservation, the authorised institution or agent who organised your holiday may charge you with all or part of the costs, called cancellation costs, which increase as the departure date approaches. Such costs are calculated based on a precise scale provided in your Holiday Booking General Terms and Conditions.

We will reimburse any cancellation costs you might be invoiced by the authorised institution subject to their Holiday Booking General Terms and Conditions, less the amount of the excess given in the Table of Benefits.

2. CANCELLATION: WHAT IS COVERED

Any cancellation made prior to your departure date, must be made after you have taken out the Insurance Policy, and consequential to one of the following the unforeseen circumstances which unavoidably prevented your departure.

2.1. Temporary or permanent incapacity:

- you, your legal or cohabiting partner, your ancestors or descendants, as well as those of your legal or cohabiting partner,
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in law, mothers-in-law, legal guardian, as well as any person placed under your legal guardianship,

directly consequential to:

- an illness or accident
- problems in pregnancy up to the 28th week

The Insured must provide proof of the events generating a temporary or permanent incapacity as defined in the policy document. We may consider your claim null and void if you are not able to provide evidence of such an unforeseen circumstance resulting in a temporary or permanent incapacity at the time of your cancellation.

2.2. The death of:

- you, your legal or cohabiting partner, your ancestors or descendants, as well as those of your legal or cohabiting partner,
- your brothers, sisters, brothers-in-law, sisters-in-law , sons-in-law, daughters-in-law, fathers-in law, mothers-in-law, legal guardian, as well as any person placed under your legal guardianship,

2.3. Serious material damage as a consequence of:

- . a burglary
- . a fire
- . damage due to escape of water
- . a climate event

which imperatively required your presence on the day you were supposed to depart, in order to take necessary protective and administrative measures,

and affecting at least 50%:

- . of your principal or second residence
- . your farm
- . your place of work if you are a craftsman, shopkeeper, merchant, company owner or if you are self-employed.

2.4. Serious material damage to your vehicle within 48 hours from your departure date, in the case where you cannot use the vehicle to travel to the site of your holiday accommodation.

2.5. Accident or breakdown of your means of transport during the journey to your place of departure, provoking a delay of more than two hours, which meant that you missed your transport/flight reserved for your departure, on condition that you left your residence sufficiently in advance to arrive at the place of your departure/airport at least two hours before boarding closed.

2.6. You or your legal or cohabiting partner are made redundant and at the time you took out the insurance policy there was no reason to believe that either party would be made redundant.

2.7. Cancellation, for one of the reasons mentioned above (Articles 2.1 to 2.6), by one or more people included in the booking with you, and covered by the present insurance policy, and if, due to such withdrawal, you will be travelling alone or accompanied by only one other person.

All insured people residing at the same tax household, however, are covered by the «Cancellation» insurance.

If one or more people included in the booking, and covered by the insurance policy, cancel, then the claim will be calculated on a pro-rata basis.

IMPORTANT:

In terms of rented holiday accommodation, cover is provided only if the accommodation is totally liberated and available for use by others.

All tourist services covered by the policy, whether complementary or successive, are considered as part of one single holiday/journey, with one single departure date. Such date being that which is stipulated by the authorised institution or agent organising the holiday/journey and being the beginning of the services covered by the policy.

3. THE AMOUNT OF COVER PROVIDED

Subject to the amounts specified in the Table of Benefits, we will reimburse any cancellation costs you might be invoiced by the authorised institution, subject to their Holiday Booking General Terms and Conditions.

We will reimburse such cancellation costs subject to the limits and excesses per insured person mentioned in the Table of Benefits, and subject to the specified limits per event therein.

We will not reimburse the insurance premium paid relative to this policy, nor the costs of tips, visas and any other costs incurred, other than the costs of tourist services.

The amount of the reimbursement is always limited to the amount of costs which would have been invoiced to you if you had notified the authorised institution or agent on the day when the unforeseen circumstance occurred.

An excess per insured person (or by dossier for rented accommodation or ferry bookings) is always deducted from any reimbursement paid to you. The amount of such deduction is stipulated in the Table of Benefits.**4. EXCLUSIONS**

As well as general exclusions applicable to all sections of the policy, the following specific exclusions apply:

- 5.1. An illness or accident initially diagnosed, treated, in relapse, aggravated or requiring hospitalisation between the date when the holiday/journey was booked and the date the insurance policy was taken out.**
- 5.2. Any medical condition where you have been prescribed medication or treatment at any time during the 30 days preceding the date you made your holiday/journey booking.**
- 5.3. Pregnancy complications after the 28th week, abortions and IVF treatment.**
- 5.4. Forgetting vaccinations or any necessary preventive treatment specified for the holiday/journey destination.**
- 5.5. Epidemics, local sanitary conditions, pollution, weather or climate events.**
- 5.6. Natural disasters occurring outside France, created by abnormal weather patterns.**
- 5.7. Any criminal proceedings you may be involved with.**
- 5.8. Any unexpected event occurring between the date of your booking and the date you took out the insurance policy.**

5. CANCELLATION: WHAT YOU HAVE TO DO

In case of an event covered by the policy which prevents your departure, you must notify the authorised institution or agent which organised your holiday/journey as soon as possible by the quickest means of correspondence available: fax, telegram, registered letter with receipt confirmation.

You must notify us of such an event **within five working days** from your knowledge of same, except in the case of an act of God or force majeure:

- > either directly via our website: <https://declaration-sinistre.mondial-assistance.fr>
- > or, by Telephone on 00 33 (0)1 42 99 03 95 Monday to Friday, from 9 h 00 to 18 h 00
- > or by Fax to 00 33 (0)1 42 99 03 25

If a claim is made after this time it may be considered as a late claim and you may not be entitled to any reimbursement.

We will provide you with details of the information we require in your claim form. You should also include any supporting documentation or information justifying the motives for your cancellation. This will help us evaluate the amount of your reimbursement.

If the reason for your cancellation is medical, you have the possibility of sending supporting documentation on a confidential basis to the Medical Advisor at MONDIAL ASSISTANCE INTERNATIONAL.

CURTAILMENT OF HOLIDAY

1. SCOPE OF THE COVER PROVIDED

Subject to the limits and excesses mentioned in the Table of Benefits, we will pay you a proportional reimbursement when your holiday is curtailed for one of the following reasons:

- . You become ill or are injured and the doctor treating you certifies that it is medically necessary for you to return to your place of residence, using another insurance company for the repatriation.
- . **Due to the consequential damages** of a burglary, fire, the escape of water or a natural event, which imperatively required your presence in order to take the necessary protective and administrative measures,

and affecting at least 50%:

of your principal or second residence

your farm

your place of work if you are a craftsman, shopkeeper, merchant, company owner

or if you are self-employed

- . **In case of the death of one your close relatives** (legal or cohabiting partner, ancestors, descendants, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian, any person placed under your legal guardianship) not participating in the holiday and resident in Europe.
- **In case of illness or accident**, which our medical service considers to be life threatening, **requiring emergency hospitalisation lasting more than 7 days and commencing during the period of your holiday** concerning your legal or cohabiting partner, or one of your ancestors, descendants, brothers, sisters, legal guardian, any person placed under your legal guardianship, not participating in the holiday.

2. THE AMOUNT OF COVER PROVIDED

The payment of a claim will be proportional to the number of days use lost and the number of people effectively leaving the holiday accommodation.

We will reimburse such curtailment costs subject to the limits and excesses per insured person mentioned in the Table of Benefits, and subject to the specified limits per event.

The amount of the claim is calculated from the day following the occurrence of one of the above mentioned events.

The following items will be deducted from the amount of the claim: dossier costs, insurance premiums, tips and service charges, and any reimbursement or compensation payments made by the authorised institution.

We will pay the claim calculated on the basis of the cost of the accommodation covered by the insurance policy, subject to the per-person and per-event limits mentioned in the Table of Benefits.

3. EXCLUSIONS

As well as general exclusions applicable to all sections of the policy, the following specific exclusions apply:

- 3.1. Epidemics, local sanitary conditions, pollution, weather or climate events
- 3.2. Natural disasters occurring outside France, created by abnormal weather patterns and subject to the procedure mentioned in Law N° 82-600 of 13th July 1982.

4. WHAT YOU HAVE TO DO WHEN MAKING A CLAIM

You must make your claim for the number of days use lost due to such an event **within five working days** from your knowledge of same, except in the case of an act of God or force majeure:

by Telephone on 00 33 (0)1 42 99 08 83 Monday to Friday, from 9 h 00 to 17 h 30

We will provide you with details of the information we require in your claim form. You should also include any supporting documentation or information justifying your claim. This will help us evaluate the amount of your loss. Particularly the following documents:

- . holiday booking confirmation
- . travel agent/organiser invoices
- . and any other written proof we may require.

HOLIDAY ACCOMMODATION CIVIL/PUBLIC LIABILITY

1. SCOPE OF THE COVER PROVIDED

Where the holiday duration is less than three months, the policy covers any financial loss incurred due to civil/public liability claims made against you as a short term tenant of a holiday apartment, detached house, bungalow or static mobile home, due to any of the following:

- . consequential and bodily damages
- . neighbour and third party material damages and claims
- . consequential damages brought about by bodily injury or material damage covered under the policy,

caused to a third party as a result of:

- . fire, explosion, building implosion
- . damage due to escape of water

originating or occurring in the buildings occupied on a temporary basis.

2. SUBSIDIARITY

This Policy provides the *Insured* with Civil/Public Liability Insurance only for those countries not already covered by an existing *Civil/Public Liability Insurance Policy*.

3. COVER LIMITS

Cover is provided as per the limits mentioned in the Table of Benefits, as follows:

COVER

3.1 Rental Accommodation Liability:

Subject to Articles 1732 to 1735 and 1302 of the Civil Code, we provide cover against the Insured's financial loss or liability as a tenant or occupant of temporary rented holiday accommodation, as a result of fire, explosion, escape of water and freezing conditions, originating or occurring in the property, causing damage to fixed and non-fixed assets belonging to the owner of the property, including the costs of the services of an insurance damage expert, furniture moving and replacement costs and the cost of alternative accommodation required due to the occurrence of an event covered by the policy.

We also cover any financial loss, loss of rental income and loss of use of the property suffered by the owner of the property.

The amount of the indemnity we will pay is subject to the limits and excesses given in the Table of Benefits.

3.2 Neighbour and third party damages and claims

Subject to Articles 1382, 1383 and 1384 of the Civil Code we provide cover against the Insured's financial loss or liability as a tenant or occupant of temporary rented holiday accommodation as a result of fire, explosion, escape of water and freezing conditions, originating or occurring in the property, causing damage to fixed and non fixed assets belonging to neighbours and third parties, subject to the cover mentioned in 3.1 above.

The amount of the indemnity we will pay is subject to the limits and excesses given in the Table of Benefits.

3.3 General damage

Subject to Articles 1382, 1383 and 1384 of the Civil Code we provide cover against the Insured's financial loss or liability as a tenant or occupant of temporary rented holiday accommodation as a result of general damage caused to fixed and non fixed assets.

The amount of the indemnity we will pay is subject to the limits and excesses given in the Table of Benefits.

4. EXCLUSIONS

In addition to the exclusions mentioned in the Annex GENERALITIES, we will not pay claims directly or indirectly arising from:

- Damages which do not involve the tenant's civil/public liability cover
- Damage to the tenant's own property
- Intentional damage, cigarette burns or burns made by any other article used when smoking
- Damage caused by domestic animals in the care of the Insured
- Damage caused by humidity, condensation, smoke
- Damage caused by the breakdown of appliances made available to the Insured
- Damage caused to lamps, fuses, neon tubes, cathode tubes, semiconductor crystals, heating elements or electric blankets
- Costs related to clearing, cleaning and repairing drains, water pipes, taps and any other elements of water supply, heating and central heating
- Damage caused by:
 - A motorised land vehicle as per the definition given in Article L 211-1 of the French Insurance Code
 - A vehicle constructed to be towed by a motorised land vehicle
 - Any aircraft or watercraft
- Damages occurring during the practice of the Insured's profession, business or employment, including voluntary work of any kind
- The Insured's contractual liability, except towards the owner of the rented holiday accommodation.

We will not pay claims arising directly or indirectly from fines or any financial payments made as part of a legal penalty which is not directly related to paying for *Bodily Injury, Material Damage or Consequential Damage*.

M Theft of objects placed in yards, terraces and gardens.

M Theft of objects placed in the common parts of the accommodation available for use by several different tenants or occupants, except where there has been a break-in.

M Theft or loss of the keys to the accommodation.

5. DURATION OF COVER

The way insurance cover works as a function of the insurance policy duration is subject to the definitions given in the Law N° 2003- 706 of 1st August 2003.

When an insurance policy is triggered by an event, the Insured is covered against any financial liability. The event must be initiated between the policy start date and either its cancellation date or end date, regardless of the dates of other elements caused by the event.

6. WHAT YOU HAVE TO DO WHEN MAKING A CLAIM

You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission. Please note that acknowledging material damage or providing assistance does not constitute accepting liability.

You must give us written notice of any incident which may give rise to a claim, **within five working days from your knowledge of same**, except in the case of an act of God or force majeure:

- > either directly via our website: <https://declaration-sinistre.mondial-assistance.fr>
- > or by letter to Mondial Assistance France
Service Études, Produits et Contentieux Tour
Gallieni II
36 venue du Général de Gaulle
93175 BAGNOLET Cedex
- > or, by Telephone on 00 33 (0)1 42 99 02 66 Monday to Friday, from 9 h 00 to 17 h 30
- > or by Fax to 00 33 (0)1 42 99 81 98

If a claim is made after this time it may be considered as a late claim and you may not be entitled to any reimbursement.

We will be entitled to take over and carry out in your name the defence of any claims for indemnity or damages or otherwise made by a third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim, whether civil or criminal.

You must send us every letter, writ, summons, letter of claim or other document as soon as you receive it.

If, however, you delay in sending us any of the above documents, we may demand that you pay a proportionate amount of any damages or losses we may incur (Article L 113-11 of the French Insurance Code).

Once such an event has occurred, if you do not fulfil your obligations, we will pay any legitimate claims made by injured parties or their beneficiaries, but we may demand payment from you to cover such losses.

7. PAYMENT OF AN ANNUITY TO A VICTIM SUBJECT TO A COURT DECISION

If the court decides that such annuity must be secured by assets, we will provide the necessary guarantee up to the amount of the annuity we have to pay.

If the court does not require such a guarantee, the capitalised amount of the annuity is calculated subject the rules for calculating the mathematical reserve required. If this amount is less than the limit provided by our insurance cover then we will pay the annuity in its integrality. If it is higher, then we will only pay the amount of the annuity corresponding to the value of our guarantee.

BAGGAGE LOSS/DAMAGE

1. SCOPE OF THE COVER PROVIDED

1.1. Disappearance and/or accidental deterioration of baggage, items and personal effects.

We cover, subject to the limits indicated in the cover amounts and excesses table, the disappearance and/or accidental deterioration of baggage, items and personal effects taken with you or purchased by you during the voyage, as a result of:

- total or partial destruction;
- loss in transport, where the baggage, items and personal effects taken with you, or purchased by you during the voyage, had been entrusted to a transport company;
- theft, subject to the specific conditions concerning the theft of valuable items provided in Article 1.2.

Special Cases:

- accidental deterioration of photographic or cinematographic material;

We cover the accidental deterioration of photographic or cinematographic material when they are damaged by an accidental bodily injury suffered by you.

- theft of items inside a vehicle;

If the vehicle is broken into between 7 and 22 hours (local time), we cover the theft of items transported out of sight in the boot of a car. The vehicle must have been securely locked with the windows and sun-roof closed.

Convertible vehicles are not covered.

You must provide evidence of the vehicle break-in and the time the theft was committed.

1.2. Theft of valuable items

We cover, subject to the limits indicated in the cover amounts and excesses table, the theft of valuable items you were wearing, using or had placed in an individual left-luggage locker or hotel safe.

2. CLAIMS

2.1. The amount of a Claim

- disappearance and/or accidental deterioration of baggage, items and personal effects;
Claims will be paid subject to the insured persons cover limits, indicated in the cover amounts and excesses table for all the claims made during the period of insurance.
- theft of valuable items;
Valuable items claims may not exceed 50% of the total amount covered by the «Disappearance and/or accidental deterioration of baggage, items and personal effects» insurance.

2.2. Calculating a claim

The claim is calculated on the basis of the replacement value for like items less a deduction for wear and tear, subject to the amounts indicated in the cover amounts and excesses table.

The amount of the claim is estimated by mutual agreement but cannot be greater than the loss incurred, nor include any indirect damage.

We hereby waive the application of the proportional capital rule provided in Article L 121-5 of the French Insurance Code.

3. IF YOU SUBSEQUENTLY FIND THE STOLEN OR LOST ITEMS

If you subsequently find the stolen or lost items, you should immediately notify us by registered letter.

- If your claim has not yet been paid but has been approved, you should retake possession of the items and we will then only pay you for any eventual deterioration or missing items.
- If we have already paid your claim, you can either relinquish your rights to the items, or retake possession of them and repay the claim we have paid, less a deduction for any eventual deterioration or missing items.

If, however, within 15 days from the date you were advised that they had been found, you have not notified us that you wish to retake possession of the items, we will consider that you have decided to relinquish your rights to the said items.

4. EXCLUSIONS

As well as general exclusions applicable to all sections of the policy, the following specific exclusions apply:

4.1. Theft, deterioration, destruction or loss:

- consequential to the decision by an administrative authority or the prohibition of transporting certain items;
- occurring during house removals.

4.2. Total or partial destruction, deterioration or loss of valuable items, in whatever form, even during transport by a transport company.

4.3. Theft committed by your personnel during the performance of their duties.

4.4. Theft committed without breaking and entering or by the means of false keys.

4.5. Theft of goods placed or kept in a public place without continuous surveillance.

4.6. Destruction resulting from a defect in the insured item, normal wear and tear, spillage of any liquids, fats, oils, colouring agents or corrosive agents included in the insured baggage.

4.7. Destruction of fragile items, particularly pottery, glassware, porcelain and marble.

4.8. Items lost, forgotten or misplaced due to your fault or the fault of people accompanying you.

4.9. Deterioration due to scoring, scratch marks, tears or stains.

4.10. Damage consequential to accidents caused by smokers.

4.11. Damage caused to:

- documents, identity papers, credit cards, swipe cards, travel tickets, currencies, stocks and shares, keys;
- professional material, travelling salesmen stocks, merchandise, medical material and medicines, perishable goods, wines and spirits, cigarettes, cigars and tobacco;
- all alpine ski material, cross-country ski equipment, water skiing equipment (skis, monoskis, surfboards, wakeboards, sticks, boots,...) sailboards, golf equipment, scuba diving tanks, bicycles,

paragliders, parachutes, hang gliders, boats, automobile accessories, moveable caravan, camping car and boat equipment;

- musical instruments, artefacts or traditional craft objects, antiques, religious objects, and collectors' items;
- video game consoles and accessories;
- the clothes and accessories you are wearing;
- glasses (lenses and frames), contact lenses, prosthesis and other types of aids, unless they are damaged or destroyed in a serious bodily injury to the insured;
- animals.

5. WHAT TO DO WHEN MAKING A CLAIM

You should:

- In the case of a theft: within 48 hours of the event, report the theft and make a complaint to the nearest police station to the site of the crime.

In the case of total or partial destruction: get a competent authority to make a report of the damages involved, or get the person responsible to make the report, or eventually a witness.

- In the case of loss or total or partial destruction by a transport company: it is essential that a report is made by a qualified person from the company.

In any event, you should:

- Take all the relevant measures to limit the consequences of the event giving rise to the claim.
- Notify us of the event and make a claim by registered mail within five working days from you becoming aware of the event, unless subject to an act of God or force majeure: the notification period is reduced to 42 hours for a theft.

If you do not make your claim within the stipulated period and we incur a prejudice resulting from your late claim, your claim will not be accepted.

Contact us:

<ul style="list-style-type: none">➤ directly via our Website: https://declaration-sinistre.mondial-assistance.fr▪ or by Telephone on n° 00 33 (0)1 42 99 03 95 Monday to Friday, from 9 h 00 to 18 h 00▪ or by fax to 00 33 (0)1 42 99 03 25

We will provide you with the necessary information to make a claim.

You should then send us all the relevant documents in support of your claim, notably:

- the insurance contract or a copy of same
- the receipt of your complaint to the police

- the damage or loss report provided by the transport company
- all original purchase, repair or rehabilitation receipts
- photographs (particularly for items of value)
- proof that the vehicle was broken into.

ADMINISTRATION

1. TAKING OUT INSURANCE COVER, COVER START DATE, COVER END DATE

The Insurance Policy must be taken out:

- **for « Cancellation » insurance:** the same day the booking was made, or at the latest within 2 working days from the same
- **for all other types of insurance cover:** 96 hours before the time of departure, at the latest

Cover start date:

- **for « Cancellation » insurance:** the day after the relevant insurance premium has been paid.

The end date for Cancellation insurance is the start date of your holiday/journey;

- **for « Assistance » insurance :** as soon as you have left your place of residence (maximum 48 hours before the departure date indicated in your schedule of Special Conditions) and at the earliest at midday the day after the insurance premium has been paid.

The end date for Assistance insurance is the day you return to your place of residence, at the latest 48 hours after the return date specified in your schedule of Special Conditions;

- **for all other types of insurance cover :** at 0 hours on the departure date indicated in your schedule of Special Conditions, and at the earliest at midday the day after the insurance premium has been paid.

The end date for all other types of insurance is at midnight the date your return to your place of residence, as indicated in your schedule of Special Conditions.

« Cancellation » insurance cover cannot be accumulated with other types of insurance cover.

2. ABSENCE OF COOLING OFF PERIOD

As per Regulation N° 2005-648 of 6th June 2005 concerning distance marketing of financial services, no right of a cooling off period is applied to travel insurance or luggage insurance (Article L 112-2-1 of the French Insurance Code).

3. CUMULATING INSURANCE COVER

In conformity with Article L 121-4 of the French Insurance Code, if you have taken out more than one insurance policy to cover the same risks, you must inform us and provide the coordinates of the other insurance companies as well as the details of the cover obtained.

If this is the case you may choose whichever insurance company to make your claim.

4. SUBROGATION OF YOUR RIGHTS AND LEGAL ACTIONS

In conformity with Article L121-12 of the French Insurance Code, and as compensation for our paying a claim, we will be entitled to take over and carry out in your name the defence of any such claims for indemnity or damages or otherwise against any third party.

If, due to your fault, such subrogation is not possible, it may be considered that we are discharged of our responsibilities for all or part of the cover detailed in the Insurance Policy you have taken out with us.

SA Insurance Broker with Paid In Capital of 200,000 € 5: Cité de Trévise – 75009 PARIS
– Reg No. 582 136 289 with PARIS Commercial Register –

Intra-Community VAT N° FR 24 582 136 289 00029 NACE Code 6622 Z – ORIAS (Insurance Brokers) Reg. No.(www.orias.fr)- 07 000 044

5. FRAUD WHEN TAKING OUT THE INSURANCE POLICY

If you or anyone acting for you makes a claim knowing any part of it is false, forged or exaggerated in any way, you may be sanctioned in conformity with Articles L 113-8 and L 113-9 of the French Insurance Code as follows:

- **bad faith on your part:**
the policy may be considered null and void
- **if it is not proved that you acted in bad faith:**
by a reduction in the payment of a claim, in proportion to the difference between the insurance premium actually paid and the amount of the premium due if the risk had been clearly and exactly declared.

6. FRAUD WHEN MAKING A CLAIM

If you or anyone acting for you makes a claim knowing any part of it is false, forged or exaggerated in any way, or if you deliberately cause injury, loss or damage, we will not pay the claim and we will cancel your policy.

7. TIME LIMITATIONS

Subject to Articles L 114-1 and L 114-2 of the French Insurance Code, any legal proceedings related to the Insurance Policy have a time limitation of 2 years from the event giving rise to the said proceedings.

Concerning « Holiday Accommodation Civil/Public Liability » cover, the time limitation begins when a third party notifies you of their intention to obtain damages from you, subject to such claim being within the above mentioned time limitation period.

Such time limitations may be curtailed, by the Insurance company sending a registered letter with return receipt to the Insured concerning legal proceedings relative to the payment of the insurance premium, or by the Insured to us concerning the payment of a claim, or by the appointment of an insurance claim expert following a claim being made.

8. EVALUATION OF DAMAGE FOR CLAIMS ASSESSMENT

The causes and consequences of damage giving rise to a claim under the insurance policy, are estimated by mutual agreement, or if necessary by a mutually agreed expertise. All rights reserved.

Each party designates an expert. If the two experts cannot agree, a third expert is appointed. The three experts work together and make decisions based on a majority vote.

If one party fails to nominate an expert, or if the two experts cannot agree on the choice of the third expert, the President of the Tribunal de Grande Instance nearest to the policy holder's domicile will be responsible for their appointment.

Such appointment process is triggered by simple letter to the Tribunal signed by both parties, or by one party with the other being notified by the Tribunal by registered letter.

Each party pays the costs and expenses of their expert, and half for the third expert, if one is duly appointed.

9. DELAYS IN PAYING CLAIMS

Once your claim file is complete and in order, the claim will be paid within 10 days from our agreement concerning the same or from the final court decision.

10. HOW TO MAKE A COMPLAINT

If you have any comments or complaints please contact your usual contact person. If you are not satisfied with their response you can refer the matter to:

MONDIAL ASSISTANCE FRANCE
Service Gestion des réclamations/Customer complaints Department
DT001
54 rue de Londres
75394 PARIS Cedex 08

If you are not satisfied with our final response, you can refer the matter to an independent arbiter/médiateur.

The terms and conditions of referring your complaint to the independent arbiter/médiateur will be provided upon simple demand to the above mentioned address.

11. THE ADDRESS OF MONDIAL ASSISTANCE INTERNATIONAL

MONDIAL ASSISTANCE INTERNATIONAL elects domicile at their secondary business address

Tour Gallieni II
36, avenue du Général de Gaulle
93175 BAGNOLET Cedex

Any complaints or disputes made against MONDIAL ASSISTANCE INTERNATIONAL concerning this insurance policy are exclusively subject to French Law and the competent Tribunals and must be notified to the address mentioned above.

12. FRENCH DATA PROTECTION ACT

In conformity with French Data Protection Act, N° 78-17 of 6th January 1978 amended by the Law N° 2004-801 of 6th August 2004, you have the right to access, modify, correct and delete any of your personal data held in our files by contacting our Head Office in France.

13. CONTROLLING/REGULATORY AUTHORITY

The institution given the responsibility of controlling/regulating MONDIAL ASSISTANCE INTERNATIONAL is the Autorité de Contrôle Prudentiel, 61 rue Taitbout, 75436 Paris Cedex