

POLICY 78 076 031

TABLE OF AMOUNTS INSURED

GUARANTEES	AMOUNTS
Trip to beginning of the travel	Maximum of 915€per person
Cancelling costs	According to conditions of the scale of cancellation costs Maximum of 6,098€person and 30,490€per event
Exemption per person	30€
LUGGAGE	1,525€
Precious items :	5% of the guarantee amount
Exemption per file	45€
Delayed delivery	305€
REPATRIATION ASSISTANCE	
- Health repatriation or transport	Expenses incurred
- Accompanying in case of health transport or repatriation	Travel ticket
- Presence in case of hospital stay	Travel ticket +
- Prolonging the hotel stay	Hotel costs 77€/day, Maximum 10 days
- Hotel costs	Hotel costs 77€/day, maximum 10 days
- Complementary reimbursing of medical, surgical, pharmaceutical and hospital expenses abroad	30,490 €
- Extension USA/Canada/ASIA/AUSTRALIA	152,450 €
Exemption per file	45 €
- Dentist	153 €
- Transport of the body in case of death Repatriation of the body Coffin and connected expenses necessary for transporting the body	Expenses incurred 2,287 €
- Early return	Travel ticket
- Paying research or aid costs	3,812 €per person 7,623 €per event
- Legal aid abroad Lawyer's fees Advance of bail	1,525 € 7,623 €
VICARIOUS LIABILITY	
- Comprehensive bodily injury, material and immaterial damage	4, 573,471 €
- Material and immaterial damage only	76, 225 €
Exemption per file	76 €
COSTS INCURRED BY INTERRUPTION OF STAY	Reimbursement of unused land provision on Prorata temporis, in case of early return

COMPENSATION TRIP	3,049 €in case of medical repatriation
SEVERAL ACCIDENT	
- In case of death	15,245 €
- In case of total permanent disability	15,245 €

COMMENCEMENT	END OF GUARANTEE
Cancellation / Pre-travel trip : On the day of the subscription to the policy	Cancellation / Pre-travel trip : On the day of departure – meeting place of the group (for the outgoing trip)
Other guarantees : On the day of the planned departure – meeting place of the group	Other guarantees : On the day of the planned return trip (place where the group separates)

The other guarantees indicated above are applicable for the whole period of the travel corresponding to the invoiced bill by the organizer with a maximum of 90 days from the date of the actual departure.

GENERAL PROVISIONS

Like any insurance policy, the present policy entails rights and obligations on both sides. It is ruled by the insurance code. Those rights and obligations are exposed in the following pages.

PROVISIONS COMMON TO ALL THE GUARANTEES

DEFINITIONS

THE INSURED

The persons duly covered by this insurance policy hereinafter referred to as

“

you” on the condition they live in Europe (country within the European Community, Switzerland, Norway and the Principality of Monaco).

THE INSURER / ASSISTANCE

GANEUROCOURTAGE hereinafter referred to as

“

we” :

ILLNESS / ACCIDENT

An impairing of health duly established by a medical authority requiring medical care and entailing the end of any professional activity or other.

EUROPE

What is understood by

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EUROPE” is the countries within the European Community, Switzerland, Norway and the Principality of Monaco.

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EMPTION

Part of the compensation to be paid by you.

RESIDENCE

The term residence means your permanent address

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your address must be in Europe (country within the European Community, Switzerland, Norway and the Principality of Monaco).

MEMBER OF THE FAMILY

What is meant by member of the family is the partner by law or in facts, a child, a brother or a sister, the father, the mother, the parents-in-law, the grand-parents, the grand-children, the brothers-in-law, the sisters-in-law, the sons-in-law, the daughters-in-law, and in case of death of an uncle, an aunt, a nephew or a niece.

BODILY INJURY

Any bodily injury suffered by a natural person and the entailing distresses.

MATERIAL DAMAGE

Any blow, destruction, alteration, loss or disappearance of any item or substance as well as any wounds to an animal.

CONSECUTIVE IMMATERIAL DAMAGE

Any financial damage resulting from the fact that a right cannot be enjoyed fully, the interruption of any service rendered by a person or by a personal estate or real property, or from the loss of a profit, and which is a direct consequence of the guaranteed bodily injury or material damage.

GEOGRAPHICALLY WHERE DOES THE POLICY APPLY?

The guarantees and/or the provisions subscribed to by this policy are applicable throughout the world.

WHAT IS THE PERIOD OF THE POLICY?

The period of validity corresponds to the period of the services sold to the travel organizer..
There is no case whatsoever in which the guarantee can exceed 3 months from the day of departure.

The “CANCELLATION” guarantee commences on the date of the subscription to this policy and expires on the day of departure (outgoing trip).

WHAT IS NOT INCLUDED IN OUR COMPREHENSIVE GUARANTEES ?

We cannot intervene when you are requiring guarantees or provisions which are the consequences of damage resulting from :

- **Epidemics, natural catastrophies and pollution ;**
- **Civil or foreign war, a riot or an uprisal ;**
- **Free participation of an insured person in riots or strikes ;**
- **The disintegration of an atomic nucleus or any irradiation coming from ionizer rays ;**
- **Alcoholism, intoxication, the use of medicine, drugs, narcotics which were not prescribed medically ;**
- **Any intentional act that could entail the guarantee of the policy ;**
- **Duels, gambling, crimes, brawls (except se defendendo) ;**
- **Practising the following sports : bobsleigh, skeleton, mountaineering, competition luge, air sports except for lifting parachute as well as those resulting from a participation in or a training for official matches or competitions, organized by a sports federation.**

HOW IS YOUR COMPENSATION CALCULATED ?

If the compensation cannot be settled by negotiation, it is assessed by a conciliatory expert appraisalment with reserves of our respective rights.

Each of us chooses his/her own expert. If those experts can find an agreement they call upon a third one and the three of them work together and decide by a majority of votes.

If one of us fails to appoint an expert or if the two experts fail to agree on the appointment of a third one, the appointment is then decided by the President of the Court of First Instance, deciding in chambers. The cost and fees of each expert is taxed to each of the collateral insured, and if the case is so, half of the cost and fees of the third one too.

HOW LONG WILL YOU HAVE TO WAIT BEFORE COMPENSATION ?

You will be compensated within a fortnight from the agreement between us or from the notification of the decision of legal execution to recover cost.

HOW ARE CLAIMS SURVEYED ?

In case of problems, please address your claim to : GANEUROCOURTAGE IARD –
Direction des Relations Consommateurs – 8-10 rue d’Astorg – 75383 PARIS CEDEX 08.

If, after receiving an answer from our insurance, there is still no agreement, then you can ask for the opinion of the Ombudsman of the French Federation of Insurance Firms

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his/her address and phone number will be given to you if you write to the above mentioned

address.

SUBROGATION

After paying a compensation to you, except for the one paid according to the Travel Insurance guarantee, we have entered into the rights and actions you can take against a third party which is responsible of the contingency, according to the terms of Article L. 121-12 of the code of insurances.

Our subrogation is limited to the amount of the compensation which has been paid to you or the services which we have provided.

WHAT IS THE PRESCRIPTION DELAY ?

Any action under this policy can only be taken within two years from the event in question in the conditions determined by Articles L.114-1 and L.114-2 of the code of insurances.

WHICH ARE THE APPLICABLE LIMITS IN CASE OF ACT OF GOD ?

We cannot be held responsible if the provisions of Assistance resulting from act of God or the following events cannot be applied : civil or foreign wars, manifest political instability, uprisals, riots, acts of terrorism, retaliation, restriction to the free circulation of people and goods, strikes, explosions, natural catastrophies, disintegration of atomic nucleus, nor can we be held responsible for the delay in the execution of the provisions resulting from the same causes.

CANCELLATION FEES

WHAT DO WE COVER ?

We refund the money paid on account or any amount kept by the travel organizer, after deducting an exemption indicated in the table of the amounts of guarantee and invoiced according to the general provisions of the sales of the policy (excluding the cost for constituting the file), when you are compelled to cancel your travel before departure (outgoing trip).

IN WHICH CASES DO WE INTERVENE ?

We intervene in the motives and conditions listed hereinafter, excluding any other :

SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH

(including the relapse, worsening of a chronic or preexisting illness, as well as the consequences, sequels of an accident that occurred before the subscription to the policy)

- concerning yourself, your partner in law or in facts
;
- concerning your ascendants or descendants, 2nd degree, and/or your partner's in law or in facts
;
- concerning your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law
;
- in case of death of your uncle, your aunt, your nephews and nieces.
- concerning your substitute at work, with reserves that his/her name was given when subscribing to this policy,
- concerning the legal guardian,
- concerning a person usually living under your roof,
- concerning the person who during your travel is in charge of :

- looking after your under age children, with reserves that his/her name was given when subscribing to this policy
;
- looking after a disabled person, with reserves that person lives under your roof, that you are his/her legal ward and that his/her name was given when subscribing to this policy

We intervene only if the illness or the accident expressly forbids to live the house, requires medical treatment and prevents any professional activity or other.

COMPLICATIONS DUE TO PREGNANCY

- entailing absolute end to any professional activity or other and with reserves that at the time of departure, the person is less than 6 months pregnant.

COUNTER-INDICATIONS AND CONSEQUENCE OF INJECTION

REDUNDANCY

- of yourself,
- of your partner in law or in facts,

with reserves the decision was not known when booking the travel or subscribing to this policy.

SUMMONS TO A COURT OF JUSTICE, ONLY IN THE FOLLOWING CASES :

- a juror or witness in the Assize Court
- ;
- appointment as an expert,

with reserves you are summoned on a date that coincides with the period of the travel.

SUMMONS IN CASE OF ADOPTION OF A CHILD

with reserves you are summoned on a date coinciding with the period of the travel.

NOTIFICATION OF A SPECIAL E X AM SESSION

following a failure which was not known at the time of booking the travel or subscribing to this policy (only for further studies), with reserves that the said exam takes place during the period of the travel.

DESTRUCTION OF PROFESSIONAL OR PRIVATE PREMISES

following a fire, an explosion, water damage, with reserves that over 50% of the said premises were destroyed.

ROBBERY IN THE PROFESSIONAL OR PRIVATE PREMISES

on the condition that your presence is necessary and that the robbery takes place within 48 hours before departure.

SERIOUS DAMAGE TO YOUR VEHICLE

within 48 days before departure and in as much as it cannot be used to reach your stay or the meeting place decided by the organizer.

GETTING A JOB OR A TRAINING PERIOD FROM THE JOB CENTRE

on the condition that the person is enrolled with the job centre and that the job or the training period starts before or during the travel.

CANCELLATION OR MODIFICATION OF THE PAID HOLIDAY DATES DUE TO THE EMPLOYER

granted before booking the travel, **excluding business managers, the learned professions,**

craftsmen and casual workers in the entertainment business.

A 25% exemption will be charged to you.

REFUSAL OF A VISA BY THE AUTHORITIES OF THE COUNTRY

with reserves that no previous request has ever been rejected by the same authorities for the same country. A justification from the embassy will be required.

THEFT OF IDENTITY CARD, OF PASSPORT OR IMPOSSIBILITY TO HAVE NEW VISAS DONE

within 48 hours before departure, with reserves that those documents are compulsory for the travel and on the condition that you give the receipt of the declaration of theft delivered by the competent Police authority to which the theft was declared.

A 25% exemption will be charged to you.

CANCELLATION OF ONE OF THE PERSONS ACCOMPANYING YOU

(maximum 4 persons) booked at the same time as you and covered by the same policy, when cancellation is caused by one of the motives listed hereabove.
If the person wishes to travel alone, there are extra costs.

WHAT WE DO NOT INCLUDE

Apart from the exclusions mentioned under the title “WHICH ARE THE GENERAL EX

CLUSIONS APPLICABLE TO OUR COMPREHENSIVE GUARANTEES”, we cannot intervene if the cancellation results from :

- **illness requiring psychic or psychotherapeutic treatments including nervous breakdowns which did not entail a hospital stay of at least 3 days at the time of cancelling ;**
- **forgetting injections ;**
- **for not showing identity papers, whatever the reason (except for theft within 48 hours previous to the travel): identity card or passport ;**
- **illnesses or accidents having been already established, a relapse, a worsening or admission into hospital between the date the travel was booked and the date when subscribing to this policy.**

Moreover we never intervene if the person who causes the cancellation is in hospital at the time of booking the trip or subscribing to the policy.

UP TO WHICH AMOUNT DO WE INTERVENE ?

We intervene for the amount of cancellation fees due on the day of the event that can come under the guarantee, according to the General Provisions of the sale by the travel organizer, with a maximum and an exemption indicated in the table of the amounts of guarantee.

HOW LONG BEFORE DECLARING THE DAMAGE ?

You must let the **travel agent** know **immediately** and let us know within the 5 working days following the event entailing the guarantee. Therefore, you must send us the declaration of damage annexed to the policy you were given.

If the hereabove obligations are not filled and if you cancel your travel later with the travel agent or the organizer, we will refund only the cancellation fees from the very first signs of the illness or accident entailing the cancellation, according to the scale of cancellation in the general provisions of sale by the organizer.

WHICH ARE YOUR OBLIGATIONS IN CASE OF DAMAGE ?

Your declaration must be accompanied :

- in case of illness or accident, by a medical certificate giving details on the origin, the type, the seriousness and the foreseeable consequences of the illness or the accident,
- in case of death, by a certificate and the certificate of death established by the Registrar,
- in any other case, all the justifications.

The medical certificate must be annexed, in a closed envelope care of our doctor, and you practitioner must be allowed by you to communicate any secret information. The same goes for the doctor treating any other person whose illness or accident entailed the guarantee of the policy, or otherwise lose your rights to compensation.

You must also give us all the information or documents which will be required in order to justify the motive of your cancellation, and particularly :

- any photocopies of the prescriptions of medicine, tests or examinations as well as all the documents justifying they were sold or taken or done, and especially all the National Health forms bearing, for the medicine, the copy of the corresponding “vignettes” (proof the medicine was bought).
- The detailed accounts of the National Insurance or other similar body, relative to the refunding of the costs of treatment and the illness benefit.
- The original bill paid of the debit you have to pay to the organizer of the travel or that the latter keeps
- The number of your insurance policy,
- The inscription form delivered by the travel agency or the organizer,
- In case of accident, you must indicate the causes and circumstances and give us the

name and address of the people who caused the accident, as well as, if applicable, of the witnesses.

Furthermore, it is expressly agreed that you already accept the principle of a control on our part by our doctor. Therefore, should you refuse without any legitimate motive, you would automatically lose your rights to guarantee.

TRAVELLING TO DEPARTURE POINT

If an unforeseeable event beyond your control happens while you are travelling to the departure point or after the travel on the way between your address and the meeting place decided upon by the organizer of the travel, and that you cannot be present at the set time to take your means of transport, we will provide you with a one-way travel ticket of a maximum of 915 € per person (if your ticket cannot be reused) to enable you to reach your destination. This guarantee is acquired on the condition that you allowed yourself 3 hours minimum to reach the meeting place.

In no case will the amount exceed the amount which your cancellation will entail.

LUGGAGE

WHAT DO WE COVER ?

We cover up to the amount indicated in the table of the amounts of guarantee, your luggage, personnel items and goods taken with you or bought on your travel, outside your main or secondary residence in case of :

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

DELIVERY DELAYS of your luggage

In the case your personal luggage does not reach your airport destination (for the outgoing trip) and if it is delivered with a more than a 24 hour delay, we reimburse you, upon showing us your bills for first necessity purchases up to the amount indicated in the table of the amounts of the guarantee.

However, you cannot add this compensation to the other compensations of the LUGGAGE guarantee.

WHICH ARE THE LIMITS OF OUR GUARANTEE ?

- Concerning precious items, pearls, jewellery and watches worn, furs, as well as for any reproduction set for sound and/or picture and their accessories, shooting rifles, the refunding value can in no case exceed 50% of the amount indicated in the table of the amounts of the guarantee.

Furthermore, the items hereabove listed are only guaranteed against larceny and duly declared as such to the competent authority (police, gendarmerie, transport company, the person in charge of security on board, etc...).

- **The theft of jewellery can ONLY be guaranteed if the jewellery is place in a safe or worn by you.**
- If you use a private vehicle, theft is covered on the condition that the luggage and personal items are in the boot of the vehicle locked and away from people's eyes. Only burglary is covered.
If the vehicle is parked in the street, the guarantee is only acquired between 7 a.m. and 10 p.m.

WHAT WE DO NOT INCLUDE

Apart from what we do not include indicated under “ WHAT ARE THE GENERAL

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CLUSIONS APPLICABLE TO OUR COMPREHENSIVE GUARANTEES”, we cannot intervene in the following circumstances :

- **The theft of luggage, personal items and goods left unattended in a public place**

- or stored in a place provided for several people,
- The forgetting, loss (except by a transport firm), the exchange,
- Theft without breaking in duly established and written by an authority (police, gendarmerie, transport company, person in charge of security on board, etc...),
- Accidental damage due to pouring of liquids, fats, colouring or corrosives and in your luggage,
- Confiscation of goods by the Authorities (Customs, police),
- Damage caused by moths and/or rodents as well as cigarette burns or burns by any other source of non incandescent heat,
- Theft in a car with a folding hood, shooting van or other vehicle without a boot,
- Collections, samples of commercial travellers,
- Theft, loss, forgetting or deterioration of cash, documents, books, titles of transport and credit cards,
- Theft, loss, forgetting or deterioration of identity documents : passport, identity or permission to stay card, the documents showing the registration and owner of a car (carte grise) and driving licence,
- The theft of jewellery not locked in a safe while they are not worn,
- The breaking of fragile goods such as china, glass, ivory, pottery, marble goods,
- Indirect damage such as depreciation and loss of enjoyment,
- The following listed items : any prosthesis, fitting of any kind, bikes, trailers, bonds, paintings, glasses, contact lenses, any kind of keys, documents recorded on bands or films as well as professional material (except for laptops), mobile phones, sports goods, musical instruments, foodstuff, lighters, pens, cigarettes, alcohols, works of art, cosmetics and films.

WHAT IS THE AMOUNT GUARANTEED ?

The amount indicated in the table of the amounts guaranteed represents the maximum amount of what can be refunded for any damage during the period of guarantee.

An exemption per file is indicated in the table of the amounts of the guarantee.

HOW IS YOUR COMPENSATION CALCULATED ?

You are compensated upon showing justification and the amount is based on the replacement value by equivalent items and of the same nature, deducting for use and worn.

In no case does the proportional rule of capitals apply as per Article L.121-5 of the code of insurances.

WHICH ARE YOUR OBLIGATIONS IN CASE OF DAMAGE ?

Your declaration of damage must reach us within 5 working days except of accidents or act of God

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if you do not respect the delay and if, therefore we undergo some prejudice, you will then lose any right to compensation.

Your declaration of damage must be accompanied by the following elements :

- the receipt that you lodged a complaint in case of theft or that you declared the theft with a competent authority (police, gendarmerie, transport company, person in charge on board,...) when there is a theft or loss by a transport firm
;
- the reserve form with the carrier (sea, air, rail, road) when your luggage or items were lost during the period they were under the legal guard of the carrier.

In case those documents are not shown, you may lose your rights to compensation.

The insured amounts cannot be considered as evidence of the value of the goods for which you are claiming compensation, nor as evidence of the existence of those goods.

You have to justify, by any means in your power and by any documents in your possession, the existence and the value of those goods at the time of the damage, as well as the importance of the damage.

If, knowingly, as a justification, you use false documents or use deception or declare false facts or conceal the truth, you will lose any right to compensation, and that without mentioning the legal suit that we will then be right to file against you.

WHAT HAPPENS IF YOU GET YOUR ALL OR PART OF YOUR LUGGAGE, PERSONAL ITEMS OR GOODS BACK ?

You must let us know immediately by registered mail, as soon as you are told :

- if compensation has not yet been paid to you, you have to get the said luggage, personal items and goods back
;
- then we only have to pay for deteriorated items or missing ones if there are any
;
- if you have already been compensated, you can choose within a fortnight :

 - either to abandon the said luggage, personal items and goods to us,
 - or take the said luggage, personal items or goods back and refund our compensation deducting if applicable part of the compensation corresponding to deteriorations or missing items.

If you have not chosen within a fortnight we consider that you choose to abandon your luggage.

REPATRIATION ASSISTANCE

If you find yourself in one of the hereinafter listed situations we deal, according to the general and specific provisions of your policy, with the described services, after a telephone call (reverse charge calls are accepted from abroad) or after sending a telex, a fax or a telegramme.

In any case, deciding to call for assistance or choosing the appropriate means is the sole responsibility of the doctor of GAN EUROCOURTAGE, after contacting the practitioner thereand, maybe the insured's relatives. The only matters taken into consideration to decide upon transport, the choice of the means used for this transport and the possible hospital are the medical interest of the insured and the compliance with the health regulations in force.

There can be no question for GAN EUROCOURTAGE to take the place of the local bodies of emergency aid.

WHAT IS COVERED BY OUR GUARANTEE ?

HEALTH REPATRIATION OR TRANSPORT

If you are ill or injured and if your state requires a transfer, we organize and pay for your repatriation till your address in Europe or the hospital nearest to your home and adapted to your health.

According to how serious your case is, repatriation or transport is done under medical check, if applicable, by the most appropriate of the following means :

- special health plane
- airline company, train, sleeping car, boat, ambulance.

ACCOMPANIMENT IN HEALTH REPATRIATION OR TRANSPORT

If you are transported in the hereabove conditions we organize and pay for the extra costs incurred by transporting the members of your family insured or a person insured, under this policy and accompanying you, if the transport tickets for their return in Europe cannot be used because of your repatriation.

PRESENCE IN CASE OF ADMISSION INTO HOSPITAL

If you are admitted into hospital and your health does not enable us to repatriate you within 7 days, we organize and pay the fares of a member of your family or a designated person, and staying in Europe, to come to your bedside.

We also pay for the hotel costs of this person up to the amount indicated in the table of the amounts of the guarantee.

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TENSION OF A STAY IN HOSPITAL

If your health does not justify an admission in hospital or health transport and that you cannot start your return to the date initially planned, we pay for your extra costs in a hospital stay as well as your insured relatives' or a person insured under this policy, and accompanying you, up to amount indicated in the table of the amounts of the guarantee.

As soon as your health enables it, we organize and pay for your extra fares and possibly your insured relatives' or a person insured and staying with you, if the transport tickets planned for your return to Europe and theirs cannot be used because of such events ;

HOTEL E X PENSES

We refund the hotel expenses to a person accompanying you within the limit of the amount indicated in the table of the amounts of the guarantee, in the following cases :

- You are in hospital in a different town from the town mentioned on your inscription form.
- You die and one of person accompanying you wishes to stay with the body while going through the administrative steps.

SUPPLEMENTARY REIMBURSING THE MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITAL COSTS ABROAD.

We reimburse, after intervention from the National Health or any other insurance body, the costs charged to you up to the amount indicated in the table of the amounts of the guarantee.

In case the National Health does not pay, we intervene for the first spending up to the amount indicated in the table of the amounts of the guarantee.

An exemption indicated in the table of the amounts of the guarantee is deducted per event and per insure (except for teeth care).

TRANSPORT OF THE BODY IN CASE OF DEATH

We organize and pay for the transport of the body since the place of coffining, on the main land of France or abroad, till the place of burial in Europe.

We also pay for the extra costs necessary to the transport, amongst which the cost of the coffin, enabling the transport, up to the amount indicated in the table of the amounts of the guarantee.

The costs for the ceremony, the accessories, for the burial or the cremation in Europe are born by the family.

We organize and pay for the extra fares of your relatives insured or any other person insured in this policy accompanying you if their tickets cannot be used to return to Europe because of this repatriation.

EARLY RETURN

If you have to cut your travel short in the cases listed hereinafter, we pay for your extra fares and your insured relatives' or any person insured in this policy and accompanying you, if the tickets planned for your return to Europe and theirs cannot be used because of this event.

We intervene in case of :

- a serious illness that is endangering the life of the patient at short term, serious accident entailing a hospital stay or the death of a member of your family, of the person in charge of looking after your children, or your professional substitute.
- Serious material damage requiring you to be present and affecting your home as well as your professional premises following a burglary, a fire or water damage.

PAYING FOR THE E X PENSES INCURRED BY RESEARCH OR AID

We pay, up to the amount indicated in the table of the amounts of the guarantee, for the expenses incurred by research at sea or in the mountains following an event jeopardizing your life.

Only the expenses invoiced by a firm duly approved for their activities can be paid for.

YOU NEED LEGAL AID ABROAD

a) Paying the fees

We pay up to the amount indicated in the table of the amounts of the guarantee, for the fees of the legal representatives you are calling, if you are accused of unvoluntarily breaking the law of the foreign country in which you are staying.

a) Advance on bail

If, in case of breaking the law of the country in which you are staying, you are compelled by the authorities to pay bail, we advance it up to the amount indicated in the table of the amounts of the guarantee.

You must repay this advance within one month after receiving our request for repayment.

If bail is refunded before this lapse of time by the authorities of the country, it must also be paid back to us.

WHAT ARE THE EXCLUSIONS SPECIFIC TO ASSISTANCE TO PERSONS ?

In no case can we replace the local bodies of emergency aid.

Apart from the exclusions under “WHAT ARE THE GENERAL

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CLUSIONS IN OUR COMPREHENSIVE GUARANTEE”, we do not cover :

- convalescences and affections (illness, accident) under treatment but not yet cured on the date of the beginning of the travel,
- preexisting illnesses diagnosed and/or treated requiring a hospital stay in the six months preceding the request for assistance,
- trips whose aims were diagnosis and/or treatment,
- pregnancies except for unforeseeable complications, and in any case from the 32nd week of pregnancy,
- states resulting from taking alcohol, drugs, narcotics and alike, not prescribed medically,
- consequences of suicide attempts.

-For the guarantee of medical, surgical, pharmaceutical or hospital costs abroad :

- costs consecutive to an accident or illness established by a doctor before the commencement of the guarantee, unless an established and unforeseeable complication,
- the expenses entailed by the treatment of a pathological, physiological or physical state established by a doctor before the commencement of the guarantee unless an established and unforeseeable complication,
- the costs of internal, optical, dental, hearing, functional, aesthetical or other prostheses, the expenses incurred on the main land of France and in the overseas départements, whether they are consecutive or not to an accident or an illness which happened in France or abroad,
- the costs of a thermal cure and stay in a rest home, costs for physiotherapy,
- expenses incurred by you without previous agreement by us,
- consequences of deliberate ignoring the rules in force in the countries visited, or the practice of activities prohibited by the local authorities.

WHICH ARE YOUR OBLIGATIONS IN CASE OF DAMAGE ?

If you need help during your travel, you must contact us, 24 hours a day :

- by telephone from France : 01 45 16 77 18
from abroad : 33 1 45 16 77 18

- by fax from France : 01 45 16 63 92 or 01 45 16 63 94
from abroad : 33 1 45 16 63 92 or 33 1 45 16 63 94

preceded by the local code of access to the international network

e-mail : assistance@mutuaide.fr

and obtain our agreement previous to any expense, including medical costs.

For any request for reimbursement you must :

Send us the declaration of damage duly filled in with the justifications relative to your request for reimbursing.

When we organized your transport or repatriation, you must give us back your initial tickets, as they will then become GAN EUROCOURTAGE's property.

COSTS FOR INTERRUPTING A STAY

WHAT DO WE COVER ?

Following your medical repatriation organized by GAN EUROCOURTAGE, or any other insurance company, we refund you as well as the insured members of your family or any other person insured in this policy accompanying you, the costs of the stay already paid for and not used (including transport) at prorata temporis from the day following the event requiring medical repatriation.

Also if a member of your family, not taking part in the travel, suffers from a serious illness, a serious bodily accident or a death, and that because of that, you must interrupt your stay and that we proceed to your repatriation, we refund you as well as your relatives' insured or any person accompanying you, at prorata temporis the costs of the stay already paid for and not used (including transport) from the day following the date of the early return.

We also intervene in case of theft, serious damage caused by fire, explosion, water damage, or caused by natural forces to your professional or private premises and implying you to be present imperatively to take the necessary urgent measures, we will refund you as well as your relatives insured or any person accompanying you, at prorata temporis the costs of aid already paid for and not used (including transport) from the day following the date of early return.

WHAT WE EXCLUDE

Apart from the exclusions in the general provisions the following interruptions are not covered consecutive to :

- an aesthetic treatment, a cure, an abortion, an in vitro fertilization and its consequences
;
- a psychic or mental or depressive illness without a hospital stay of less than three days
;
- epidemics.

WHAT ARE YOUR OBLIGATIONS IN CASE OF DAMAGE ?

You must :

- Send to PRESENCE ASSISTANCE TOURISME all the documents necessary to the constitution of the file and prove the right and the amount of the claim.

In any case, the original copies of the detailed bills delivered by the organizer showing the land provisions and the transport provisions will automatically be requested.

If the medical information is not given to our doctor which is necessary to the instruction, the file will not be solved.

COMPENSATION TRAVEL

WHAT DO WE COVER ?

Following our medical repatriation (illness or accident affecting you personally), organized by us or any other insurance company, you can take advantage of another compensation travel of an amount equivalent to the contract or to the initial ticket, within the limits indicated in the table of the amounts of the guarantee.

This amount is paid to the repatriated person as well as, if applicable, to his/her partner in law or in facts, or to the person accompanying him/her, excluding any other.

It cannot be added to the compensation for costs for interrupting your stay.

This amount must be used within the TWELVE MONTHS following the event causing your repatriation and is only valid in the agency where you bought your travel originally.

TRAVEL ACCIDENTS

WHAT DO WE COVER ?

We cover the payment of compensation as in the table of the amounts of the guarantee in case of bodily injury that could affect you during your travel.

WHAT IS AN ACCIDENT ?

It is a bodily injury which was not intentional from your part and coming from the sudden action of an outside cause.

FOR WHICH AMOUNT DO WE INTERVENE ?

We pay the amount indicated in the table of the amounts of the guarantee in the following cases :

- in case of accidental death happening immediately or if the death is consecutive to the accident and happens within a year after the accident, the capital is payable to the beneficiaries you designated, or by default, to your rightful claimants
;
- in case of permanent disability, you receive a capital whose amount is calculated by applying the capital indicated in the table of the amounts of the guarantee, the rate of disability determined according to the scale which will be given to you upon request.

WHAT IS THE AGE LIMIT ?

Only the persons over the age of 16 and under the age of 70 can benefit from the guarantee “travel accidents”.

WHAT WE EXCLUDE

Apart from the exclusions under “WHICH ARE THE GENERAL

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CLUSIONS APPLICABLE TO OUR COMPREHENSIVE GUARANTEES”, we cannot intervene in the following circumstances :

- accidents caused by blindness, paralysis, mental diseases, as well as any illness or infirmity existing at the time of subscription to this policy,
- accidents caused by the use of a motorcycle superior to 125 cm³ either as a passenger or a driver,
- accidents resulting from your professional activity,
- accidents caused by a transport firm not approved for the public transport of persons,
- accidents resulting from exercises done under military authority.

HOW IS COMPENSATION CALCULATED ?

The amount of compensation can only be determined after complete recovery, i.e. after the date from which the consequences of the accident are stabilized.

Permanent disability compensated after an accident affecting a member or an organ already damaged before is equal to the difference between the rate of disability determined according to the scale hereinbefore and the rate of disability preexisting to the accident.

If the accident entails several lesions, the global rate of disability kept for the calculation of the amount we will pay is calculated by applying the rate of the scale of disability hereinbefore the method kept for the determination of the rate of disability in case of an accident at work.

Applying the scale of disability supposes in any case that the consequences of the accident are not aggravated by an illness or a previous infirmity and that the victim received an adapted medical treatment following the accident. If it is not the case the rate of disability kept for compensation is determined according to the consequences the accident could have had on a person who was in a normal physical state before and who would have received proper medical care following the accident.

WHAT ARE YOUR OBLIGATIONS IN CASE OF DAMAGE ?

Your declaration of damage must reach us within the 5 working days except by accident or

act of God

;

if this delay is not respected and if because of that, we suffer a prejudice, you will lose any right to compensation.

Your declaration of damage must be accompanied by at least the following elements :

- **the initial medical certificate establishing the lesions,**
- **the possible declarations of the witnesses to the accident,**
- **the statement or the declaration establishing the precise circumstances in which the accident happened.**

During your treatment, you must accept to undergo checks by our doctor so that he/she can assess the consequences of the accident. You promise to undergo all the medical tests he/she will decide to carry out as well as to give us all the necessary elements to the instruction of the file.

If you wish, you can be accompanied by a doctor of your choice. In case of a disagreement on either the causes of the death or the lesions, or on the consequences of the accident to be compensated, we submit the disagreement to the opinion of two experts chosen by you or your beneficiaries for one, and by us for the other with reserves to our respective rights. In case of a disagreement, a third expert is appointed, either on a common accord, or by the president of the Court of First Instance of your home address deciding in chambers.

VICARIOUS LIABILITY

WHAT DO WE COVER ?

We cover the financial consequences of the vicarious liability you can incur for, on the one hand, bodily injury and/or material damage and, on the other hand, for the immaterial damage which are consecutive to it, caused accidentally to any person other than a person insured or a member of your family, by you or persons, items or animals you are looking after, up to the amount and deducting an exemption indicated in the table of the amounts of the guarantee.

WHAT WE DO NOT COVER

Apart from the exclusions under “WHAT ARE THE GENERAL

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CLUSIONS APPLICABLE TO OUR COMPREHENSIVE GUARANTEES”, our guarantee does not cover :

- **damage you caused or provoked intentionally,**
- **damage resulting from the use of land motor vehicles, sailing boats and motor boats, and craft used for air navigation,**
- **damage resulting from any professional activity,**
- **the consequences of any material and/or bodily accidents affecting you personally as well as the members of your family or any other person being insured within this policy,**
- **immaterial damage except when they are the direct consequences of accidental, material and/or bodily damage guaranteed.**

- **damage resulting from the practice of air sports or shooting and hunting.**

WHAT ARE THE LIMITS OF OUR GUARANTEE ?

TRANSACTION – ADMITTING A LIABILITY

You must not admit any liability, nor any transaction without our previous written agreement.

However, simply admitting to the materiality of certain facts is not considered as admitting a liability, nor is the only fact of giving emergency aid to a victim when it is an act of aid any person is under moral obligation to give.

You must inform us within the 5 working days except by accident or act of God of any event susceptible to engage your vicarious liability ; if this delay is not respected and if because of that, we undergo any prejudice you will lose any right to compensation.

PROCEDURE

In case of a legal action taken against you, we defend you and deal with the case for the facts and damage within the guarantees of this policy. However, you can help in our action if you can justify a proper interest not covered by this policy.

Merely defending you as a protective measure does not at all mean and cannot be interpreted as such, that we admit the guarantees and that we are automatically going to pay for the damageable consequences of the events which would not be expressly covered by this policy.

Even if you do not follow your obligations after the accident, we have to compensate the persons you are responsible to. We keep, however, in this case, the right to file against you a suit to obtain the refunding of all the sums we paid or provided for in your place.

APPEAL

Concerning appeal :

- in front of the civil, commercial or administrative jurisdictions, we can do so freely within the guarantees of this policy,
- in front of the penal jurisdictions, the appeal can only be filed with your agreement,
- if the suit in front of the penal jurisdiction concerns only civil damage, refusing to give your agreement for appeal entails for us the right to demand a compensation equal to the prejudice which will result for you.

COSTS OF JUSTICE

We pay for any legal costs, receipt and other payments. However, if you are convicted to an amount above the guaranteed one, each one of us bears the costs proportionally to our respective parts in the conviction.

DECLARATION OF ACCIDENT

SURNAME.....

NAME.....

ADDRESS.....
.....

POSTAL CODE.....TOWN.....COUNTRY.....

TRAVEL FROM :TO

DATE OF THE ACCIDENTCOST OF THE STAY.....

*

- CANCELLATION COST following : illness accident death other (to explain)
- TRAVEL TO THE MEETING PLACE
- LUGGAGE following loss theft damage
- MEDICAL COSTS following illness accident
- LEGAL AID
- ADVANCE ON BAIL
- INTERRUPTION OF STAY
- COMPENSATION TRAVEL
- INDIVIDUAL ACCIDENT
- VICARIOUS LIABILITY following bodily injury material damage

Done inOn.....SIGNATURE

- Tick the box(es) corresponding to the nature of the risk

DIALYSES ADDITIONAL CLAUSES TO POLICY 78 076 031

The CANCELLATION guarantee is acquired in case of

- Convocation for an organ transplant

For the REPATRIATION ASSISTANCE guarantee :

Advance of money for dialyses :

If the insured must stay longer for some medical reason whatever it is, the Insurer must provide a financial advance for the dialyses treatment up to the amount of 2,287 €
The insured promises to pay back the sums advanced within the 60 days following their advance. Moreover the assistance reserves the right to request, previously to any financial advance, the deposit in France of a financial guarantee of an equivalent amount.

Repatriation or health transport

If you have to come back for an organ transplant notified during your stay, we organize and pay for your repatriation to your home address in Europe or the hospital nearest to your home and adapted to your health.

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CLUSION

The costs of organ transplant not required by an accident or an illness covered (except for the medical costs caused by a complication related to a kidney failure both to the kidney and the failure of the dialyses centre).

The relapses of an illness diagnosed and/or treated before the departure or by an accident that occurred before the departure with the exception of those resulting from a complication related to a kidney failure and to the failure of the dialyses centres initially planned.