

have specially developed several insurance packages for you to provide comprehensive coverage before, during and after your trip! **You can rely on us!**

Policy n° 53 789 536 M

INTEGRAL PACKAGE: ALL RISKS and SPORTS & LEISURE CARD

The most comprehensive package available offering maximum coverage!

SUNSHINE PACK: ALL RISKS and SUNSHINE GUARANTEE

ALL RISKS

Trip cancellation for all reasons
 Interrupted trip expenses
 Luggage
 Private life liability abroad and on holiday
 Assistance

SUNSHINE GUARANTEE

Reimbursement of 150€

SPORTS & LEISURE CARD

Trip cancellation in the event of insufficient or excessive snow
 Search and rescue expenses
 Sports / Leisure activity interruption costs
 Private life liability abroad and on holiday
 Sports liability
 Sports / Leisure equipment damage and theft
 Broken skis
 Reimbursement of ski lift tariffs or of activity tariffs following theft or loss
 Assistance

TRANSPORTATION PACKAGE

Transport cancellation for all reasons
 Delayed airplane, train or ship

GUARANTEE ENTRY INTO EFFECT AND TERM

GUARANTEES	DATE OF EFFECT	GUARANTEES EXPIRE ON
CANCELLATION FEES	The day you sign up for the trip	The day your trip begins
OTHER GUARANTEES	The day your trip begins	The last day of your trip

The above guarantees apply only during the term of services stipulated in the invoice issued by the Pierre et Vacances group with a maximum of ninety days effective from the departure date.

Only the guarantees stipulated in the insurance package taken out and stated on the booking invoice shall apply.

TABLE OF GUARANTEE AMOUNTS IN OUR INSURANCE PACKAGES

IMPORTANT

To be eligible for the Trip Cancellation guarantee or for all other insurance services stipulated in this policy, you must send your claim declaration in writing to:

EUROP Assistance – Travel Insurance Claims – Policy 53 789 536 M

1 Promenade de la Bonnette
92633 Gennevilliers cedex
By fax on +33(0)1 41 85 85 61

Via our website: www.generalivoyages.com - sheet “nos services – Déclaration de sinistres” (Our services – Claim declaration)

To be eligible for the assistance guarantees stipulated in this policy you MUST contact EUROP ASSISTANCE prior to any intervention in order to obtain a file number which alone will justify insurance application

EUROP ASSISTANCE 24 hours a day, seven days a week

By telephone:

- From France: 01 41 85 93 61
- From outside France: 00 33 1 41 85 93 61

By fax:

- From France: 01 41 85 85 71
- From outside France: 00 33 1 41 85 85 71

By e-mail: medical@europ-assistance.fr

Table of guarantee amounts in the “All Risks” (1/2)

INSURANCE GUARANTEES	GUARANTEE AMOUNTS
<p><input checked="" type="checkbox"/> TRIP CANCELLATION</p> <ul style="list-style-type: none"> - Illness, accident or death (no deductible) - Cancellation for all justified reasons Deductible: - Delayed departure (outward journey) 	<p>According to the terms and conditions of sale and to the extent of €6,500 per accommodation and of €32,000 per event</p> <p>10% with a minimum of €50 per accommodation</p>
<p><input checked="" type="checkbox"/> TRIP INTERRUPTION COSTS</p> <ul style="list-style-type: none"> - Reimbursement of services not used in the event of medical evacuation or early return 	<p>In proportion to time spent with a maximum of €6,500 per accommodation and of €32,000 per event</p>
<p><input checked="" type="checkbox"/> LUGGAGE AND PERSONAL EFFECTS</p> <ul style="list-style-type: none"> - Theft, partial or total destruction, loss during forwarding by a transportation company - valuable objects limited to 50% of guarantee - Identity paper reconstitution costs - Deductible (only for damage to luggage) 	<p>€1,200 per insured person and with a maximum of €5,000 per accommodation</p> <p>€155</p> <p>€50 per item of luggage</p>
<p><input checked="" type="checkbox"/> PRIVATE LIFE LIABILITY ABROAD AND ON HOLIDAY</p> <ul style="list-style-type: none"> - Bodily injury and property damage (taken together) - including neighbour and third party recourse - including property damage alone - Absolute deductible per claim 	<p>€4,500,000 per event</p> <p>€150,000</p> <p>€75,000 per event</p> <p>€75</p>

Table of guarantee amounts in the “All Risks” (2/2)

ASSISTANCE GUARANTEES	AMOUNTS per person
<p><input checked="" type="checkbox"/> ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY</p> <p>Medical contact and transportation Return of family members or of two accompanying persons Hospitalisation presence Accompanying children Accommodation on site of family members or of two accompanying persons Return home or continued journey Extended stay (insured and one accompanying person) Additional reimbursement of medical expenses incurred abroad Dental emergencies Deductible for medical expenses Advance on hospitalisation costs abroad Replacement driver Early return . in the event of hospitalisation of a family member . in the event of hospitalisation of a child supervisor or professional replacement . in the event of inability to undertake the main activity of a theme-based trip</p> <p><input checked="" type="checkbox"/> ASSISTANCE IN THE EVENT OF DEATH</p> <p>Transportation Casket costs Return of family members or of two accompanying persons Early return in the event of death of a family member, child supervisor or professional replacement</p> <p><input checked="" type="checkbox"/> TRAVEL ASSISTANCE</p> <p>Before the trip Travel information Contact with an animal facility and animal taxi</p> <p>During the trip Health information Advance on bail Coverage of lawyers' fees Early return in the event of an accident at home Shipment of medication</p> <p>After the trip Contact with a locksmith, plumber, surveillance company in the event of an accident at home and coverage of the cost of intervention Accommodation following an accident at home Home help after repatriation in the event of hospitalisation exceeding five days</p>	<p>Return ticket and €80 per day (max. 10 days)</p> <p>€80 per day (max. 10 days)</p> <p>€80 per day (max. 4 days)</p> <p>€30 000</p> <p>€153</p> <p>€30</p> <p>€30 000</p> <p>Return ticket + taxi costs</p> <p>€2 300</p> <p>Return ticket + taxi costs</p> <p>€15 300</p> <p>€3 100</p> <p>€2 300</p> <p>€80</p> <p>€50 per night (max. 3 days) 10 hours</p>

Table of guarantee amounts in the “Sunshine Guarantee”

INSURANCE GUARANTEES	GUARANTEE AMOUNTS
<p><input checked="" type="checkbox"/> SUNSHINE GUARANTEE</p> <p>Against unfavourable conditions of sunshine Reimbursement</p>	<p>Reimbursement of 150€</p>

This guarantee is available only in Metropolitan France in Pierre & Vacances, Maeva, Residences MGM and Latitudes Hotels located at the sea or countryside, except mountains sites and Adagio City Aparthotel.

Table of guarantee amounts in the “Sports & Leisure Card”

GUARANTEES OFFERED	GUARANTEE AMOUNTS
<input checked="" type="checkbox"/> CANCELLATION OWING TO INSUFFICIENT OR EXCESSIVE SNOW Deductible:	As per the terms and conditions of sale and to the extent of €6,500 per accommodation and of €32,000 per event 10% with minimum of €50 per accommodation
<input checked="" type="checkbox"/> SPORTS / LEISURE ACTIVITY INTERRUPTION COSTS - Reimbursement of services not used in the event of interruption in sports / leisure activities	In proportion to time spent with a maximum of €500 per person
<input checked="" type="checkbox"/> SEARCH AND RESCUE COSTS - Sea / mountain search and rescue costs - Rescue costs on marked pistes	€7 500 Actual costs
<input checked="" type="checkbox"/> ACCIDENTAL DAMAGE AND THEFT OF SPORTS / LEISURE EQUIPMENT - Theft, partial or total destruction, loss during forwarding by transportation company - Deductible:	With a maximum of €2,500 per person and per insurance period 10% of the damage amount with a maximum of €50
<input checked="" type="checkbox"/> PERSONAL SKI BREAKAGE - Reimbursement of rental costs	8 days with a maximum of €150
<input checked="" type="checkbox"/> REIMBURSEMENT OF SKI LIFT PACKAGES IN THE EVENT OF LOSS OR THEFT Deductible:	In proportion to days not used with a maximum of €300 1 day
<input checked="" type="checkbox"/> SPORTS LIABILITY - All damage - including tangible and intangible damage alone - Absolute deductible per claim	€150 000 per event €45 000 per event €150
<input checked="" type="checkbox"/> PRIVATE LIFE LIABILITY ABROAD AND ON HOLIDAY	Same as in the All Risks package
<input checked="" type="checkbox"/> REPATRIATION ASSISTANCE via EUROP Assistance	Same as in the All Risks package

Table of guarantee amounts in the “Transportation package”

INSURANCE GUARANTEES	GUARANTEE AMOUNTS
<input checked="" type="checkbox"/> TRANSPORTATION CANCELLATION - Illness, accident or death (no deductible) - Cancellation for all justified reasons * * Deductible	As per the terms and conditions of sale and to the extent of €6,500 per accommodation and of €32,000 per event 10% with a minimum of €50 per accommodation
<input checked="" type="checkbox"/> DELAYED PLANE, TRAIN OR SHIP - Reimbursement of meal, beverage costs, transfer costs and first night in a hotel - Intervention threshold If greater than four hours' delay in airplane departure If greater than three hours' delay in train arrival If greater than four hours' delay on ship departure	To the extent of the limit per guarantee period of: - €100 per insured person - €400 per event

INSURANCE AND ASSISTANCE GENERAL POINTS

As in all assistance and insurance policies, this policy contains rights for you and for us as well as obligations. The policy is regulated by the French Insurance code. The rights and obligations stipulated in the policy are explained in the following pages.

1.1. DEFINITIONS

INSURED ENTITY

The trip organiser for which the head office is located in France and which has taken out this policy on behalf of other beneficiaries, herein after termed 'Insureds'.

INSURANCE COMPANY / ASSISTANCE COMPANY

Under the terms of this policy, the company EUROP ASSISTANCE is replaced by the term 'we' or 'us'.

The services defined in the 'Assistance' and "Insurance" section are guaranteed and implemented by EUROP ASSISTANCE.

INSURED

The following are deemed the Insureds and are herein after referred to as 'You'; Natural persons having jointly taken out a travel and trip policy with the insured entity and the 'assistance/insurance' option.

These persons must have their main residence in the European Union, Andorra, Gibraltar, Liechtenstein, the Principality of Monaco, Norway, San Marino, Switzerland, in the French overseas departments or in French Polynesia.

RESIDENCE

The term 'residence' shall apply to your main, usual residence stated in your tax declaration and located in:

- in the European Union, Andorra, Gibraltar, Liechtenstein, the Principality of Monaco, Norway, San Marino, Switzerland
- in the French overseas departments
- in French Polynesia.

COUNTRY OF ORIGIN

The country where you reside shall be deemed your country of origin.

France

The term 'France' means mainland France (and Corsica) and the Principality of Monaco.

DOM [French Overseas Departments]

The term 'DOM' shall mean Guadeloupe, Guyana, Martinique and Réunion.

ABROAD

The term 'abroad' shall mean the whole world except for the country of origin.

CANCELLATION

The cancellation of the trip you have booked following causes and circumstances which apply our guarantee and which are listed under CANCELLATION COSTS.

ILLNESS

A change in medical condition duly noted by a physician formally prohibiting the person in question from leaving his or her residence and requiring medical treatment and the absolute cessation of any professional activity.

ACCIDENT

A sudden and unforeseen event affecting any natural person which has not been deliberately caused by the victim of such and arising from a sudden action with an external cause and which prohibits any travel by the person's own means.

ATTACK

The term 'attack' shall apply to all acts of violence constituting a criminal or illegal action occurring against persons and/or property in the country in which you are staying and with the aim of seriously disrupting public order by means of intimidation and terror and which has received media coverage.

The 'attack' must be identified as such by the French ministry of foreign affairs.

CLAIM

Event of a random nature which may cause the guarantee stipulated in this policy to be applied.

DEDUCTIBLE

Proportion of compensation for which you are still liable.

FAMILY MEMBER

The term 'family member' shall apply to the partner, civil union co-signatory or common-law partner living under the same roof, a child (legitimate, natural or adopted), sibling, father, mother, one of the parents-in-law, one of the grandchildren or one of the grandparents.

1.2. GUARANTEE TERRITORIAL EXTENT

The guarantees shall apply worldwide outside your legal residence.

The following are excluded from guarantee: countries in a state of civil or foreign war, acknowledged political instability, incurring reprisals, restrictions on the freedom of circulation of goods and persons irrespective of the cause, in particular safety and meteorological; countries incurring acts of terrorism and having incurred natural catastrophes or disintegration of the atomic core.

For information prior to departure, please contact our points of sale or our Commercial Relations department on 00-33 1.41.85.85.85.

1.3. TERM OF YOUR POLICY

The term of validity of all the guarantees corresponds to the travel dates stated in the invoice issued by the trip organiser with a maximum term of ninety consecutive days with the exception of:

- ✓ The Cancellation guarantee which enters into effect on the date you sign up for the trip and expires on the day of departure for your trip
- ✓ The 'travel information' assistance service which enters into effect on the day you sign up for the policy so that you can avail yourself of it before the departure date and expires on the day you return from your trip.

1.4. WHAT YOU SHOULD DO WITH YOUR TRAVEL DOCUMENTS?

When a trip is organised and covered in accordance with the application of the policy clauses, you undertake either to reserve for us the right to use your travel document(s) or to reimburse us the amounts you obtain as reimbursement from the organisation issuing your travel document(s).

1.5. HOW TO USE OUR SERVICES

1. If you need assistance:

In the event of an emergency, it is vital that you contact emergency services to deal with all problems falling within their responsibility.

To enable us to intervene, we recommend that you prepare before calling.

We will ask you for the following information:

- ✓ Your name and surname
- ✓ Your specific location, the address and telephone number where you can be reached
- ✓ Your policy number.

You must:

- ✓ Call us immediately at the following telephone number: **01 41 85 93 61** (from outside France, you must dial +33 1 41 85 93 61), telex: 616 710 EAPARI, fax: 01 41 85 85 71 (+33 1 41 85 85 71 from outside France)
- ✓ **Obtain our prior agreement before taking any initiative or incurring any expense**
- ✓ Comply with the solutions we recommend
- ✓ Provide us with all the facts concerning your policy
- ✓ Provide us with all the original copies of documentary proof for expenses for which reimbursement is requested.

We reserve the right to request all original documentary proof required (death certificate, proof of residence, marital life certificate, proof of expenses incurred, etc.) in support of any and all requests for assistance.

We intervene on the formal condition that the event prompting us to provide a service was uncertain at the time at which the policy was taken out and when departing on your trip.

The following is not covered: any event whose cause arose from an illness and/or injury diagnosed and/or treated beforehand and which has required continuous hospitalisation, day patient care or out-patient care in the six months prior to the request for assistance. This applies equally to an occurrence or aggravation in the said condition.

2. If you wish to declare a claim covered by the insurance guarantee:

Within two working days from the moment you were first made aware of the claim for luggage and within five working days in all other cases, you or any person acting on your behalf must fill in and sign the claim declaration attached to these general terms and conditions and send it to EUROP Assistance at the following address:

EUROP Assistance – Travel Insurance Claims – Policy 53 789 536 M
1 Promenade de la Bonnette
92633 Gennevilliers cedex
By fax on +33(0)1 41 85 85 61

For Sunshine Guarantee, You will receive directly and automatically the reimbursement if the conditions of this guarantee are joined together.

3. False declarations

In the event they change the risk or lower our opinion of it:

- Any and all reticence or deliberately false declaration by you shall render the policy null and void. Premiums paid shall remain our property and we will be entitled to demand payment of premiums payable
- Any and all omission or incorrect declaration from you for which bad faith cannot be established shall result in termination of the policy ten days after notification sent to you by registered mail and/or application of a reduction in compensation from the French Insurance code as stipulated in article L.113-9.

1.6. WHAT ARE THE LIMITATIONS IN THE EVENT OF AN ACT OF GOD OR OTHER SIMILAR EVENTS?

We cannot under any circumstances replace local emergency services.

We cannot be held liable for omissions in the provision of services arising from acts of God or events such as civil and foreign wars, acknowledged political instability, civil unrest, riots, acts of terrorism, reprisals, restriction in the freedom of circulation of goods and people, irrespective of the cause and in particular, health, safety meteorological factors, limited or prohibited airborne traffic, strikes, explosions, natural catastrophes and disintegration of the atomic core, nor for delays in the implementation of the said services for the same causes.

We cannot be held liable for omissions in the provision of services in the event of delays and/or impossibility in obtaining administrative documents such as entry and exit visas, passports, etc., as required for your transportation within and outside the country in which you are located or for your entry in the country as recommended by our physicians for hospitalisation or for delays in the provision of said services for the same causes.

1.7. WHAT EXCLUSIONS APPLY TO ALL RISKS?

We cannot intervene when your requests for guarantee application or for services following:

- a civil or foreign war, riot, civil unrest or act of terrorism
- an earthquake, volcanic eruption, tidal wave, flood or natural event except under the provisions arising from French law No. 86-600 dated 13 July 1986 concerning compensation of victims of natural catastrophes
- direct or indirect damage of a nuclear origin or caused by any source of ionising radiation
- your voluntary participation in riots or strikes, disputes or assault
- the use of medication, drugs, narcotics or similar products which have not been prescribed and alcohol abuse
- any deliberate act which result in the application of the policy guarantee.

1.8. HOW IS MATERIAL DAMAGE COVERED BY THE INSURANCE GUARANTEES ASSESSED?

If damage cannot be assessed on a case by case basis, they are assessed by means of an out-of-court and mandatory assessment subject to our respective rights.

Each party designates an assessor. If the assessors cannot agree, they will appeal to a third assessor. All three will work together on a majority vote basis.

In the event that one of the parties does not appoint an assessor or should the two assessors fail to agree on a third, the appointment is made by the presiding magistrate of the Tribunal de Grande Instance with jurisdiction over the

location of the claim. The appointment shall be made at the request of at least one of the parties. The party who did not sign the request shall be summonsed to the assessment by registered mail.

Each party shall meet the cost and fees and of its assessor and shall meet half the fees and costs of the third assessor where applicable.

1.9. SUBROGATION

After incurring expenses within the framework of our assistance and/or insurance guarantees, excepting those paid under the terms of the 'travel accidents' guarantees, we are subrogated in rights and actions which you instigate against third parties liable for the claim, as stipulated in article L.122.12 of the French Insurance code.

Our subrogation is limited to the amount of expenses we incurred in implementing this policy.

1.10. INSURANCE GUARANTEES: HOW WILL IT TIME TO COMPENSATE YOU?

With regard to insurance guarantees, payment occurs within five days after the agreement occurring between us or following the court executive decision.

1.11. WHAT ARE THE STATUTES OF LIMITATION?

In accordance with articles L.114-1 and L.114-2 of the French Insurance code, any and all action regarding this policy has a term of limitation of two years effective from the event which prompted the action.

DESCRIPTION OF OUR GUARANTEES

CANCELLATION (All Risks and Transportation package)

THE FOLLOWING ARE GUARANTEED

We reimburse you any advance payments or amounts retained by the trip organiser under the terms and conditions of sale of the trip (excluding file administrative costs), when you are required to cancel your trip prior to departure.

UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?

We intervene for the reasons and under the circumstances listed herein under and excluding all others.

SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH (including aggravation of prior illnesses and sequelae from a prior accident)

- Incurred by you, your partner or the person accompanying you provided that the said person is stipulated in the same invoice
- Incurred by your ascendants and descendants and/or those of your partner or those of the person accompanying you provided s/he is stipulated in the same invoice
- Incurred by your siblings, brothers- or sisters-in-law, sons- or daughters-in-law
- Incurred by your professional replacement provided that his or her name is stipulated when signing up for the trip
- Incurred by the person who discharges the following responsibilities during your trip:
 - Supervision of your underage children, provided that his or her name is stipulated when signing up for the trip
 - Supervision of a handicapped person, provided that s/he lives under the same roof as you and that you are his or her legal guardian and that his or her name is stipulated when signing up for the trip.

CANCELLATION FOR ALL OTHER EVIDENCED CAUSES

The guarantee shall apply, **after application of a deductible stipulated in the Table of Guarantee Amounts:**

- In all cases of cancellation unforeseen on date at which you take out this policy and which are independent of your will and can be evidenced
- As well as in the case of cancellation for an evidenced cause for one or more persons listed at the same time as you and insured by this policy in the event that, as a result of the cancellation, you must travel alone in a residence or group hotel

- As well as in the event of an attack: the guarantee shall apply in the event that within 15 days prior to the departure date an attack occurs within a radius of 100 kilometres from your holiday residence.

The Cancellation guarantee shall not cover the inability to depart arising from the material organisation of the organisation or from accommodation or safety conditions in the destination.

THE FOLLOWING ARE EXCLUDED

In addition to the exclusions stipulated in the GENERAL POINTS attachment, we cannot intervene under the circumstances stipulated herein after:

- **cancellation caused by a person hospitalised at the time at which your trip was booked or the policy was taken out**
- **complications in pregnancy when the person was more than six months' pregnant at the time of departure**
- **illness requiring psychological treatment or psychotherapy including nervous breakdowns which did not require hospitalisation of at least five days at the date at which your trip was cancelled**
- **forgetting to obtain the requisite vaccination**
- **accidents arising from taking part in the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, competition luge, all airborne sports as well as accidents arising from participation or training for matches or competitions**
- **failure to present for any reason whatsoever the documents required for travelling such as passport, visa, tickets and vaccination book except in the case of theft of the passport or identity card on the day of departure**
- **Illnesses, accidents for which a prior consultation has already occurred, relapse, deterioration or hospitalisation between the date of purchase of your trip and the date at which this policy was taken out.**

WHAT IS THE AMOUNT OF OUR INTERVENTION?

We intervene to the extent of the amount of cancellation fees incurred on the date of the event which may prompt the application of the guarantee in accordance with the General Terms and Conditions of Sale of the trip organiser with a maximum amount and deductible amounts as stated in the Table of Guarantee Amounts.

WITHIN WHAT TIMEFRAME MUST YOU DECLARE A CLAIM?

You must immediately inform the travel agency or organiser and inform us within five working days following the event which caused the guarantee application. To do so, you must send us the claim declaration which you will find in the insurance certificate issued to you.

In the event that the obligations stipulated herein above are not fulfilled and you cancel your trip at a later date, we will be entitled to reimburse cancellation fees only with effect from the first occurrence of the illness or accident which resulted in cancellation.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your declaration must include:

- In the event of illness or accident, a medical certificate stipulating the cause, nature, extent and foreseeable consequences of the illness or accident along with a copy of the sick leave certificate and photocopies of the prescriptions including the stamps of the medication prescribed and of any analyses and examinations undertaken
- In the event of job redundancy, a copy of the redundancy letter and a copy of the job contract
- In the event of complications in pregnancy, a copy of the pre-natal examination sheet and a copy of the sick leave certificate
- In the event of death, a death certificate and a civil identity form
- In all other cases, all supporting documentation.

The medical certificate must without fail be included in a sealed envelope addressed to our advisory physician.

Accordingly, you must ensure that your physician waives medical confidentiality with regard to the Company physician. The insured exercising the guarantee must forward all contractual documents required subject to forfeiture of the policy and may not cite any cause preventing submission of said documents except in acts of God.

The parties formally agree that the insured acknowledges the Company's right to subordinate application of the guarantee to compliance with this condition.

You must also send us all information or documents requested to evidence the cause of your cancellation and in particular:

- Statements from the Social Security or all other similar organisations concerning reimbursement of treatment costs and payment of daily compensation
- The original cancellation invoice issued by the trip organiser
- The number of your insurance policy
- The registration form issued by the travel agent or organiser
- In the event of an accident, you must stipulate the causes and circumstances and provide us with the names and address of the persons liable and, if possible, of witnesses.

Furthermore, you must authorise the Company's inspecting physician to access your medical files. If you object without a valid reason you may forfeit your entitlement to guarantees.

DELAYED DEPARTURE (All Risks)

In the event of a hindrance owing to a cause unforeseen at the date of subscription to this policy and independent of your will and evidenced accordingly which would cause a delay in departure, we will make it possible to travel to the initial destination of your trip if your travel documents cannot be validly renewed.

This guarantee is limited to the cost amount we would have covered had you cancelled your trip on the day you were made aware of the hindrance.

You must inform us immediately or risk forfeiture of your guarantee and return to us all unused travel documents.

AIRPLANE, TRAIN OR SHIP DELAY (Transportation package)

THE FOLLOWING ARE GUARANTEED

In the event of a delayed airplane, train or ship, we guarantee **to the extent of the amounts stipulated in the Table of Guarantee Amounts** the reimbursement of your additional expenses for meals, beverages, return trip to the airport, station or port and the first night spent in a hotel.

Our guarantee may be applied only in the event of:

- Delayed flight exceeding four hours after the initially scheduled departure time for all regular flights for which timetables have been published or for charter flights with times stated on the ticket or communicated by the travel agency to the Insured
- Delayed train exceeding three hours after the initially scheduled arrival time stipulated on the train ticket
- Delayed ship exceeding four hours after the initially scheduled departure time stipulated on the travel ticket.

This guarantee applies for return transportation in accordance with the dates and destinations stipulated in your Special Terms and Conditions.

THE FOLLOWING ARE EXCLUDED:

In addition to the exclusions stipulated in the GENERAL POINTS attachment, we cannot intervene under the circumstances stipulated herein under:

- **Temporary or permanent withdrawal of an aircraft, train or ship ordered by the airport, administrative or port authorities, civil aviation authorities or any other authority which had issued an announcement more than twenty-four hours prior to the departure date for your trip**
- **Failure to ensure the flight, train or ship for which your booking was confirmed, irrespective of the reason**
- **Flights you have not previously confirmed unless you were prevented by strikes or an act of God**
- **Non-admittance on board following failure to comply with the final check-in time for luggage and/or boarding time**
- **Events the liability for which could be incurred by the organiser of your trip as per sections VI and VII of French law N° 92-645 dated 13 July 1992 which stipulate the conditions for undertaking travel organisation and sales activities including the practice where applicable of overbooking**

- **Any and all events which imperil your safety during the trip insofar as the destination is recommended against by the French ministry for foreign affairs.**

TRIP INTERRUPTION EXPENSES (All Risks)

Following your medical evacuation organised by Europ Assistance (or by any other assistance company), we will reimburse you in proportion to time spent for travel expenses already paid and not used (excluding transportation) with effect from the day following your evacuation .

Similarly, if a close relation (partner, your ascendant or descendant or of your partner) is hospitalised or dies, or if one of your siblings dies requiring you accordingly to interrupt your journey, we will reimburse you in proportion to time spent for travel expenses already paid (excluding transportation) with effect from the day following the event causing your early return.

Furthermore, we will also reimburse in proportion to time spent travel expenses already paid and not used (excluding transportation) in the event that an attack occurs during your trip within a radius of 100 kilometres of your holiday residence or in the event that a claim (burglary, fire, water damage) occurs in your home which requires your presence and forces you to interrupt your trip.

Guarantee amount:

Compensation is proportional to:

- The number of days remaining for your trip
- The number of persons who have effectively quit the travel location.

To establish the compensation amount, the following shall be deducted: file costs, visa, insurance, tips as well as reimbursements or compensation issued by the trip organiser and the cost of optional sporting or leisure activities.

LUGGAGE AND PERSONAL EFFECTS (All Risks)

THE FOLLOWING ARE GUARANTEED

We guarantee **to the extent of the amount stipulated in the Table of Guarantee Amounts** your luggage, personal effects and articles outside your main or secondary residence against the following:

- Theft
- Partial or total destruction
- Loss during forwarding by a transportation company
- Theft of identity papers.

In the event that your passports, identity (residence) papers, vehicle registration papers (Grey Card) or driving license have been stolen, we shall meet the costs of reconstituting the said documents against presentation of documentary proof.

LIMITATION IN REIMBURSEMENT FOR SPECIFIC ITEMS

For valuable objects, pearls, jewellery and wristwatches, furs as well as all equipment to reproduce sound and/or images and their accessories, hunting rifles and notebook computers, the reimbursement value may not under any circumstances exceed 50% of the guaranteed insurance amount stipulated in the Table of Guarantee Amounts. Furthermore, the items listed herein above shall be guaranteed only against theft.

If you use a private vehicle, theft risks are guaranteed provided that the luggage and personal effects are stored in the locked boot of the vehicle out of sight. Only theft with break-in is covered.

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

THE FOLLOWING ARE EXCLUDED

In addition to the exclusions stipulated in the GENERAL POINTS attachment, we cannot intervene under the circumstances stipulated herein under:

- **Theft of luggage, personal effects and items left without supervision in a public place or stored in premises provided for several people**
- **Forgotten or lost items (except by a transportation company), exchanges**
- **Theft without a break-in as noted and reported by an authority (police, gendarmerie, transportation company, purser, etc.)**

- Theft perpetrated by your personnel whilst discharging their professional responsibilities
- Accidental damage arising from spilt liquids, oils, colorants or corrosives stored in your luggage
- Confiscation of property by the authorities (customs, police)
- Damage caused by moths and/or rodents as well as cigarette burns or burns from a non-incandescent source of heat
- Theft perpetrated in a convertible vehicle and/or estate vehicle or any other vehicle which does not contain a boot
- Collections, samples used by travelling salesmen
- Stolen, lost, forgotten or damaged cash, documents, books, travel documents and credit cards
- Stolen, lost or damaged identity documents (passports, identity cards, residence permits, vehicle registration papers or driving license)
- Theft of jewels when not placed in a locked strong box or when not worn
- Breakage of fragile objects such as objects made of porcelain, glass, ivory, china or marble
- Indirect damage such as depreciation or inability to use said objects
- The objects stipulated herein after: all prostheses, appliances of all kinds, bicycles, trailers, negotiable securities, paintings, spectacles, contact lenses, keys of all kinds, documents stored on tape or film as well as professional equipment, cell phones, CD's, sports items, musical instruments, foodstuffs, lighters, pens, cigarettes, spirits, *objets d'art*, fishing rods, cosmetics, reels of film and objects purchased during your trip.

WHAT IS THE AMOUNT OF OUR INTERVENTION?

The amount stipulated in the Table of Guarantee Amounts is the maximum reimbursement amount for all claims occurring during the guarantee period.

A deductible (only for damage to luggage, suitcases, bags, etc.) stated in the Table of Guarantee Amounts will be retained for each claim

HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated on the basis of the replacement value for equivalent objects of the same kind less wear and tear.

Under no circumstances will there be any application of the proportional rule stipulated in Article L.121-5 of the French Insurance code.

WHAT ITEMS SHOULD BE SUBMITTED IN THE EVENT OF A CLAIM?

Your claim declaration must include the following:

- Receipt for the complaint or theft report filed with the authorities (police, gendarmerie, transportation company, purser, etc.) in the event of theft or loss
- Booking forms from the (maritime, air, rail, road) carrier when your luggage or personal items have been mislaid during the period in which they were under the legal custody of the carrier.

In the event of failure to present these documents, we will be entitled to demand from you compensation equal to the prejudice resulting for us. The insured amounts may not be considered proof of the value of the property for which you request compensation nor as proof of the existence of the said property.

You are required to provide proof by all means in your power and documents in your possession of the existence and value of the said property at the time of the claim as well as of the extent of the damage.

Should you deliberately use incorrect documents or fraudulent means as documentary proof or file incorrect or doubtful declarations you will forfeit all right to any compensation.

WHAT HAPPENS IF YOU RETRIEVE SOME OR ALL OF THE STOLEN OBJECTS COVERED BY LUGGAGE INSURANCE?

You must immediately inform us by registered mail as soon as you find out.

- If we have not yet paid compensation, you must regain possession of the said objects. We will then be liable only for payment of any damage or missing items
- If we have already paid compensation, you can choose within fifteen days
 - ✓ Either renunciation of the insurance compensation

- ✓ Or a return of the objects against restitution of the compensation you have received less any deterioration or missing objects.

If you have not notified your decision within 15 days, we will consider that you have opted for renunciation.

PRIVATE LIFE LIABILITY ABROAD AND ON HOLIDAY (All Risks and Sports & Leisure Card)

THE FOLLOWING ARE GUARANTEED:

The financial consequences which the insured may incur as a result of all bodily injury or tangible damage caused to a third party arising from an accident, fire or explosion occurring during your trip and as a tenant for the damage caused to a third party arising from a fire, explosion, implosion or water damage to the extent of the amounts stipulated in the Table of Guarantee Amounts.

THE FOLLOWING ARE EXCLUDED:

In addition to the exclusions stipulated in the **GENERAL POINTS** attachment, we cannot intervene under the circumstances stipulated herein under:

- **Damage you caused or provoked deliberately as a natural person or as a duly appointed executive or as the result of the company's actions if you are a legal entity**
- **Damage arising from the use of motorised vehicles, sailboats and motor boats or the practice of airborne sports**
- **Property damage occurring on all sail-powered or motorised land vehicle (motorbikes, boats, rental cars or other)**
- **Damage arising from all professional activity**
- **The consequences of all property damage or bodily injury affecting the Insured as well as his or her partner, ascendants or descendants**
- **Non-material damage except when resulting from guaranteed property damage or bodily injury**
- **All measures taken at the insured's initiative without prior approval from the Company**
- **Accidents resulting from participation in the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, competition luge, all airborne sports, as well as accidents resulting participation in matches or competitions.**

TRANSACTION – ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability and no transaction which you may have accepted without our approval can be applied to us. However, acceptance of the events as reported shall not be deemed acknowledgement of liability, nor the fact of providing a victim with emergency aid given that this is an act of assistance which all persons are required to provide.

PROCEEDINGS

In the event of litigation against you, we will ensure your defence and manage the legal proceedings for the events and damage falling within the purview of the guarantees of this policy.

However, you may decide to be represented jointly with us insofar as you can evidence a specific cause not covered under the terms of this policy.

Providing your protective defence may not be interpreted as acknowledgement of the guarantee and does not imply under any circumstances that we accept to meet the damage not guaranteed in this policy.

However, we retain the right in this instance to act against you to seek reimbursement for all amounts we paid or reserved on your behalf.

RECOURSE

With regard to recourse proceedings:

- Before civil, administrative or commercial courts, we are free to act within the framework of the guarantees stipulated in this policy
- Before criminal courts, recourse may be instigated only with your approval

- In the event that the case concerns only civil interests, your refusal to allow us to instigate planned recourse proceedings shall entitle us to claim from you compensation equal to the resulting prejudice incurred by us.

You may not oppose our recourse against a liable third party if the said party is covered by another insurance policy.

NON-INVOCABILITY OF FORFEITURE

We are required to compensate persons to whom you are liable even if you fail to honour your undertakings after the claim.

Nevertheless, we retain in this instance the right to instigate proceedings against you to seek reimbursement for all amounts we have paid or reserved on your behalf.

LEGAL COSTS

We meet legal, procedural and other settlement costs. However, if you are found liable for an amount exceeding the guarantee amount, each of us shall incur the said expenses in the proportion to our respective shares in the ruling.

REPATRIATION ASSISTANCE (All Risks and Sports & Leisure Card)

THE FOLLOWING ARE GUARANTEED

3.1. ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY WHILST TRAVELLING

3.1.1. TRANSPORTATION / REPATRIATION

Our physicians contact the local physician or hospital facility treating you following the illness or accident.

They gather all the information required to make a decision taken in your medical interest from the local physician and, where required, from your usual physician.

The information we collect enables us after our physicians' decision to instigate, organise and cover either your return home or transportation under medical supervision where required to a suitable hospital facility near your home by means of a light medical vehicle, ambulance, sleeper, first class train (bunk or seated place), economy class regular airline or medical aircraft. The decision is taken according to medical requirements only.

In some cases, your safety may require preliminary transportation to a nearby care facility before considering a return to a facility near your home.

Only your medical interest and compliance with health regulations in effect are taken into consideration when deciding on transportation, the means to be used for such and the choice of hospitalisation where required.

Information from local physicians or your normal doctor may be vital and will help us make the most appropriate decision.

Accordingly, it is formally agreed that the ultimate decision to be applied in your medical interest will be taken by our physicians to avoid any conflict between medical authorities.

Furthermore, in the event that you refuse to follow the decision deemed the most appropriate by our physicians, you will formally release us from any responsibility, in particular with regard to a return by your own means or in the event that your medical condition worsens.

3.1.2. RETURN OF MEMBERS OF YOUR FAMILY OR OF TWO INSURED ACCOMPANYING PARTIES

When repatriated by us as per the recommendation of our Medical Service, we will organise the transportation of members of your family or of two insured persons travelling with you in order to accompany you on your return trip where possible.

The said return will be carried out:

- Either with you
- Or individually.

We will meet the cost of transportation for the insured persons by means of first class train or economy class airline as well as, where applicable, taxi costs from departure to take you from your location during your trip to the station or the airport and, upon arrival, from the station or airport to home.

This service cannot be combined with the "HOSPITALISATION PRESENCE" and "ACCOMMODATION ON SITE FOR FAMILY MEMBERS OR TWO INSURED ACCOMPANYING PARTIES" services.

3.1.3. HOSPITALISATION PRESENCE

If you are hospitalised during your trip abroad following an illness or accident and our physicians consider on the basis of the information disclosed by local doctors that you cannot be transported for another two days, we will organise and meet the costs of a return trip by first class train or economy class airline for a person you choose from your country of origin to come to your bedside.

We will also meet the cost of hotel bills (room and breakfast) for this person **for a maximum of ten nights to the extent of the amount stipulated in the Table of Guarantee Amounts.**

This service may not be combined with the following services: "RETURN OF MEMBERS OF YOUR FAMILY OR OF TWO INSURED ACCOMPANYING PARTIES" and "EXTENDED STAY".

3.1.4. ACCOMPANYING YOUR CHILDREN

Should you find yourself as a result of injury or illness unable to take care of your children aged under 18 who are travelling with you, we will organise and cover the return trip by first class train or economy class airline from your country of origin for a person of your choice or one of our hostesses in order to return your children to your country of origin to your residence or the residence of a member of your family chosen by you.

You must pay for the tickets of your children.

3.1.5. ACCOMMODATION ON SITE FOR MEMBERS OF THE FAMILY OR TWO INSURED ACCOMPANYING PARTIES

If you are hospitalised on site as per the decision taken by our physicians before you are evacuated, we will organise and cover hotel expenses (room and breakfast) for members of your family or two insured accompanying parties remaining with you.

Coverage shall extend to the amounts stipulated in the Table of Guarantee Amounts.

This service may not be combined with the following services: "HOSPITALISATION PRESENCE" and "RETURN OF MEMBERS OF YOUR FAMILY OR TWO INSURED ACCOMPANYING PARTIES".

3.1.6. RETURN HOME OR CONTINUED TRIP

Following hospitalisation monitored by our physicians and after you have been medically cleared, we will organise your return home or the continuation of your journey (single trip by first class train or economy class airline) to the next scheduled destination as well as for members of your family or an accompanying party remaining with you.

The coverage amount is limited to the additional transfer costs and to the maximum extent of the cost of the return trip to your home.

This service may not be combined with the "HOSPITALISATION PRESENCE" service.

3.1.7. EXTENDED STAY

If you are hospitalised and our physicians consider on the basis of the information provided by local doctors that hospitalisation is required for after your initial return date, we will cover accommodation costs (room and breakfast) for a beneficiary accompanying part **to the extent of four nights and not exceeding the amount stipulated in the Table of Guarantee Amounts** to enable the said party to remain with you.

This service may not be combined with the "HOSPITALISATION PRESENCE" service.

3.1.8. ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (OUTSIDE YOUR COUNTRY OF ORIGIN ONLY)

Before leaving on a trip outside your country of origin, we recommend that you obtain the appropriate forms for the nature and duration of your journey and for the country to which you are travelling (there is specific legislation within the European Economic Zone). The various forms are issued by the French Caisse Primaire d'Assurance Maladie with which you are registered to ensure direct coverage for your medical expenses by the said organisation in the event of illness or injury.

Nature of medical expenses entitling additional reimbursement

Additional reimbursement covers the expenses defined herein under provided that they concern care received outside your country of origin following an illness or injury incurred outside your country of origin:

- Medical fees
- Cost of medication prescribed by a physician or surgeon

- Ambulance or taxi costs prescribed by a physician for a local journey outside your country of origin
- Hospitalisation costs when you are deemed incapable of transportation by our physicians after gathering information from the local doctor. Additional reimbursement for said hospitalisation fees shall end with effect from the day on which we can evacuate you
- Dental emergencies **to the extent of the amount stipulated in the Table of Guarantee Amounts.**

Coverage amount and conditions

We will reimburse you the amount of medical costs incurred outside your country of origin and still payable after reimbursement from the Social Security, mutual insurer and/or any other benefit scheme organisation **to the extent of the amounts indicated in the Table of Guarantee Amounts per insured person.**

A deductible, the amount of which is stated in the Table of Guarantee Amounts, is applied in all cases per insured and per event.

You (or your legal beneficiaries) undertake accordingly to carry out all formalities required on return to your country of origin to recover the said expenses from the organisations concerned as well as to send us the following documents:

- Original statements from welfare organisations and/or benefit scheme institutions evidencing the reimbursements obtained
- photocopies of care prescriptions evidencing the expenses incurred.

In the absence of such, we may not be able to ensure reimbursement.

3.1.9. ADVANCE ON HOSPITALISATION COSTS (ABROAD ONLY)

If you fall ill or are injured during your trip, for as long as you are hospitalised we will be able to advance hospitalisation costs **to the extent of the amounts stipulated in the Table of Guarantee Amounts per insured person.**

The advance shall be made subject to the following cumulative conditions:

- for care prescribed with the approval of our physicians
- for as long as you are deemed incapable of transportation by a decision from our physicians taken after gathering information from the local physician.

No advance is given from the date at which we can ensure your transportation even if you decide to remain on site.

In all cases, you undertake to reimburse us the said advance no later than 30 days after receipt of our invoice. To ensure that you are reimbursed, you must then undertake the requisite formalities to recover your medical expenses from the organisations concerned.

This obligation applies even if you instigate reimbursement proceedings as stipulated herein above.

3.1.10. REPLACEMENT DRIVER

If your medical condition precludes you driving your vehicle and none of the passengers can replace you, we will provide you with a driver to return the vehicle to your residence by the most direct route.

We also meet the travel costs and salary of the driver.

Fuel costs, tolls, hotel and catering expenses for any passenger must be met by the said passengers.

The driver shall operate as per current regulations applicable to his profession. The guarantee shall apply if your vehicle is in perfect working order, complies with the national and international highway codes and meets the standards of mandatory vehicle inspections. Otherwise, we reserve the right not to send a driver and in replacement we shall provide and meet the cost of a first class train ticket or economy class airline ticket to go and retrieve the vehicle.

3.1.11. EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER, CUSTODIAN OF YOUR UNDER-AGED AND/OR ADULT HANDICAPPED CHILD REMAINING AT HOME OR OF YOUR PROFESSIONAL REPLACEMENT

Should you learn whilst travelling of the serious and unforeseen hospitalisation of a member of your family, the person in charge of your under-aged and/or adult handicapped child remaining at home or of your professional replacement, to enable you to go to the bedside of the hospitalised person in your country of origin or to resume your professional activity, we will organise and cover your return trip by first class train or economy class airline ticket as well as, where applicable, taxi costs for departure from your location to the station or airport and on arrival from the station / airport to your home. Should no documentary proof be submitted (hospitalisation form, evidence of family connection) within 30 days, we reserve the right to invoice the entire cost of the service.

The appointment of the person in charge of your under-aged and/or adult handicapped child remaining at home or of your professional replacement must necessarily have been made when registering for your trip to apply this service.

3.1.12. RETURN IN THE EVENT OF INABILITY TO UNDERTAKE THE MAIN ACTIVITY STIPULATED IN A THEME-BASED JOURNEY

This applies if you are undertaking a trip organised around a sports or therapeutic theme comprising the purchase of an option relating to the sport or activity in question (such as diving, trekking, spa therapy, etc.).

Should you fall ill or be injured during your journey and your medical condition according to our physicians precludes you from continuing the main activity for the theme of your trip, we will organise and cover your journey by means of a first class train or economy class airline ticket from your location to your home and where applicable, taxi costs for departure from your location to the station or airport and on arrival from the station / airport to your home.

Only additional costs compared to those you would have normally incurred for your return home are covered.

3.2. ASSISTANCE IN THE EVENT OF DEATH

3.2.1. CASKET TRANSPORTATION AND EXPENSES IN THE EVENT OF AN INSURED'S DEATH

In the event an insured dies during the trip, we organise and cover transportation of the deceased to the location of the funeral in the insured's country of origin.

We also meet all expenses required for preparation care and specific requirements for transportation solely excluding all other expenses.

Furthermore, we contribute to casket or funeral urn expenses which you will obtain from the funerary service provider of your choice **to the extent of the amount stipulated in the Table of Guarantee Amounts.**

Other expenses (in particular ceremony, funeral procession, interment) must be met by the family.

3.2.2. RETURN OF FAMILY MEMBERS OR OF TWO ACCOMPANYING PARTIES IN THE EVENT OF THE INSURED'S DEATH

Where applicable, we organise and cover the return by first class train or economy class airline ticket as well as taxi costs on departure and arrival of the beneficiary family members or of two insured accompanying parties travelling with the deceased to enable them to attend the funeral insofar as initially planned means for their return may not be used.

3.2.3. EARLY RETURN IN THE EVENT OF THE DEATH OF A MEMBER OF YOUR FAMILY, CUSTODIAN OF YOUR UNDER-AGED AND/OR ADULT HANDICAPPED CHILD REMAINING AT HOME OR OF YOUR PROFESSIONAL REPLACEMENT

Should you learn during your trip of the death of a member of your family, the person in charge of your under-aged or adult handicapped child remaining at home or of your professional replacement, to enable you to attend the funeral in your country of origin or to return to work, we organise and cover your return journey by first class train or economy class airline ticket as well as, where applicable, taxi costs for departure from your location to the station or airport and on arrival from the station / airport to your home.

Should you fail to submit documentary proof (death certificate, proof of the family connection) within 30 days, we reserve the right to invoice you the entire cost of the service.

The appointment of the person in charge of your under-aged and/or adult handicapped child remaining at home or of your professional replacement must necessarily have been made when registering for your trip to apply this service.

3.3. TRAVEL ASSISTANCE

Journey preparation

3.3.1. TRAVEL INFORMATION

(*) (Mondays to Saturdays from 8 a.m. to 7.30 p.m., local Paris time, except for Sundays and public holidays)

At your request, we can provide you with information concerning:

- medical precautions to be taken before undertaking a journey (vaccines, medication, etc.)
- administrative formalities to be fulfilled before or during a journey (visas, etc.)
- travel conditions (transport possibilities, plane timetables, etc.)
- local living conditions (temperature, climate, food, etc.).

(*) This service can also be used during your journey

3.3.2. CUSTODY OF PETS

A telephone call suffices for us to organise the custody of your pets (dog or cat) in a care facility. We will provide you with the contact details of one or more specialist facilities close to your home and will also put you in contact with one or more animal taxis to pick up the animal.

You remain liable for the cost of these services and must pay the service provider directly.

This service may be accessed every day from 8 a.m. to 7.30 p.m. except Sundays and public holidays.

During the trip

3.3.3. HEALTH INFORMATION

This service is intended to listen to you, direct and inform. In the event of a medical emergency, your first reflex must be to call the local emergency services.

By calling 24/7, we will strive to find documentary information intended to direct you in health matters.

In the event that we cannot provide you with an immediate answer we will carry out the necessary research and call you back as soon as possible. Information is provided in compliance with medical ethics requirements.

The purpose of this service is not under any circumstances to provide an individual medical consultation or medical prescription by telephone, or to promote self-medication and thereby question medical decisions taken by health professionals. If this was your request, we would advise you to consult a local physician or your usual doctor.

We provide an objective response to your questions based on official information and cannot be held liable for any interpretation you may have nor for any of its consequences.

3.3.4. ADVANCE ON BAIL (ABROAD ONLY)

In the event that you are the subject of criminal proceedings abroad following a road accident (excluding all other causes) which you caused, we advance the bail bond **to the extent of the amount stipulated in the Table of Guarantee Amounts**. You undertake to reimburse the said advance within 30 days upon receipt of our invoice or as soon as the bail is returned to you by the authorities should the return occur prior to the 30-day term.

This service does not cover the legal consequences of proceedings instigated in your country of origin following a traffic accident occurring abroad.

3.3.5. COVERAGE OF LAWYERS' FEES (ABROAD ONLY)

In the event that you are the subject of criminal proceedings abroad following a road accident (excluding all other causes) which you caused, we advance lawyers' fees on site **to the extent of the amount stipulated in the Table of Guarantee Amounts**, provided that the charges against you under the local legal system do not entail criminal sanctions. This service does not cover the legal consequences of proceedings instigated in your country of origin following a traffic accident occurring abroad.

Actions relating to a professional activity preclude any applicable of this guarantee.

3.3.6. EARLY RETURN IN THE EVENT OF A CLAIM AT HOME

Should you learn during your journey that your presence at home is vital following flooding, fire or burglary occurring in your home in order to carry out the administrative formalities, we will organise and cover your return trip by first class train or economy class airline ticket as well as, where applicable, taxi costs for departure from your location to the station or airport and on arrival from the station / airport to your home **to the extent of the amount stipulated in the Table of Guarantee Amounts**.

Only additional costs compared to those you would have normally incurred for your return home are covered.

Should you fail to submit documentary proof (claim declaration sent to the insurer, assessment report, police complaint, etc.) within 30 days, we reserve the right to invoice you the entire cost of the service.

3.3.7. SHIPMENT OF MEDICATION ABROAD

In the event that you are abroad and that medication vital to continuing treatment which, if interrupted, would incur a risk to health in our physicians' opinion is lost or stolen, we will search for equivalent medication on site and in accordingly organise a medical check-up with a local physician who will prescribe them. You must pay medical expenses and medication.

If there are no equivalent medicines available locally, we will organise only from France the shipment of medication prescribed by your usual physician provided that the said physician sends our doctors a copy of the prescription and that such medication is available in pharmacies.

We will meet the cost of shipment and will invoice back customs duties and the purchase of said medication. You undertake to reimburse such upon receipt of invoice.

The said shipments are subject to the general terms and conditions of the carrier companies we use. In all cases, they are subject to the regulations and conditions imposed by France and by the domestic legal systems of each country with regard to the import / export of medication.

We refuse all liability for losses, theft of medication and regulatory restrictions which may delay or preclude shipment transportation and for the ensuing consequences.

In all cases, the following are excluded from shipment: blood products and derivatives, products restricted to hospital use or products requiring specific storage conditions, cold storage in particular, and in general all products not available from dispensing pharmacies in France.

In addition, cessation of manufacture, withdrawal from market or unavailability in France of medication shall be deemed contingencies which may delay or prevent the service from being carried out.

After the journey

3.3.8. CLAIM ASSISTANCE AT HOME

If your house is flooded, incurs a fire or is burgled during your trip and the damage incurred requires protective measures, we will put you in contact with a specialist (plumber, locksmith, glazier or surveillance company) and meet the cost of the intervention to the extent of the amount stipulated in the Table of Guarantee Amounts.

Furthermore, if your home is uninhabitable upon your return, we organise and meet the cost of your stay in a hotel for a maximum of three nights to the extent of the amount stipulated in the Table of Guarantee Amounts.

3.3.9. HOME HELP (IN FRANCE) IN THE EVENT OF HOSPITALISATION FOLLOWING REPATRIATION

Following repatriation carried out by us, if you are hospitalised upon your return in France for a period exceeding five days, we can provide you with home help at home to provide assistance either from the hospitalisation date onwards or on the day of your return from hospital. We meet the cost of such home help to the extent of 10 hours as decided upon by you.

THE FOLLOWING ARE EXCLUDED:

We cannot under any circumstances replace local emergency services.

In addition to the exclusions stipulated in the GENERAL POINTS section, the following are excluded:

- **The consequences of fraudulent acts, suicide attempts or suicide**
- **Costs incurred without our approval or not formally stipulated in these General Terms and Conditions of the policy**
- **Illnesses and/or injuries diagnosed beforehand and/or treated and requiring hospitalisation (out-patient care included) in the six months prior to any request. This applies equally to the occurrence or worsening of the said medical condition**
- **Costs not evidenced by original copies**
- **Claims occurring in countries excluded from the guarantee or outside the policy validity dates**
- **The consequences of incidents occurring during motorised trials, races or competitions (or their trials), subject to prior authorisation from the authorities as per current regulations, when you take part as a competitor**
- **Journeys undertaken for a diagnosis and/or medical treatment**
- **Organisation and coverage of transport as stipulated in the "Transportation" section for benign afflictions which may be treated at home and which do not prevent you from continuing your journey or trip**
- **Requests for assistance relating to medically assisted procreation or voluntary termination of pregnancy**
- **Incidents relating to a pregnancy the risk of which was known prior to departure and its consequences (including giving birth) and in all cases, incidents due to pregnancy after the 36th week and their consequences (including giving birth)**
- **Medical appliances and prostheses (dental, hearing, medical)**
- **Spa treatment costs**

- **Medical expenses incurred in the beneficiary's country of residence**
- **Scheduled hospitalisation**
- **Optical costs (spectacles and contact lenses, for example)**
- **Vaccines and vaccination costs**
- **Medical check-ups and related costs**
- **Cosmetic interventions**
- **Travel expenses in a convalescent home**
- **Physiotherapy, re-education and chiropractice expenses**
- **Expenses covering medical or para-medical services and the purchase of products whose therapeutic effects are not acknowledged by French legislation**
- **Mountain, sea and desert search expenses**
- **Expenses relating to excess luggage weight when travelling by airplane and to luggage forwarding costs when they are not transported with you**
- **Trip cancellation costs**
- **On-piste (and off-piste) skiing rescue costs**
- **Catering costs**
- **Customs duties**
- **NBC (nuclear, biological and chemical) risks.**

The following may not result in intervention:

- **Situations involving infectious risks in an epidemic requiring quarantine or preventive measures or specific surveillance by the local or national health authorities in the country of origin**
- **Pathological conditions arising from an infection and contagious illness or from exposure to biological infecting agents, an explosion of chemical substances such as combat gas, incapacitators, neurotoxins, or persistent toxic effects or from contamination by radio-nucleids following an accident or deliberate (terrorism) act.**

SUNSHINE GUARANTEE

The Sunshine guarantee is limited to the residences Pierre & Vacances, Maeva, Residences MGM and Latitudes Hotels located at the sea and countryside in Metropolitan France for the summer stays finishing at the latest third Saturday of October. Mountain sites, DOM or abroad sites and Adagio City Aparthotel brochure are not guaranteed.

THE FOLLOWING ARE GUARANTEED

If during your stay you do not benefit from at least 3 sunny days whether consecutive or not per period of 7 full days* (e.g. 3 days for stays of 7 to 13 days, 6 days for stays of 14 to 20 days), you will be reimbursed a fixed sum of €150 including tax per "Sunshine Pack" pack subscribed.

A day shall be considered as sunny when, between 10h and 18h, Météo France reference meteorological stations (defined and transmitted by Metnext, a co-entreprise between Météo France and the NYSE Euronext) have recorded sunshine greater than 120 W/m² for at least 2 hours whether consecutive or not.

*excluding the day of your arrival,

FOR WHICH AMOUNT DO WE INTERVENE?

The amount indicated to the Table of the Amounts of Guarantee constitutes the maximum of refunding per insurance "Sunshine Pack" subscribes.

WHICH ARE THE PARTS REQUIRED IN THE EVENT OF DISASTER?

You will receive directly and automatically the reimbursement if the conditions of the guarantee are joined together.

ADDITIONAL GUARANTEES IN THE SPORTS AND LEISURE CARD

TRIP CANCELLATION IN THE EVENT OF INSUFFICIENT OR EXCESSIVE SNOW (Sports & Leisure card)

THE FOLLOWING ARE GUARANTEED:

We will reimburse you all advance payments retained by the trip organiser and according to the terms and conditions of sale for the trip (**excluding file costs**) when you are required to cancel your trip prior to departure.

IN WHICH CASES DO WE INTERVENE?

We intervene for the reasons and under the circumstances stipulated herein after and excluding all others.

ABSENCE OR EXCESSIVE SNOW

When this occurs:

- In domains located at above 1200 metres altitude
- For all departures falling between the third Saturday of December and the second Saturday of April
- When such results in the closure of 2/3 of ski lifts normally in service at the site of your trip for at least two consecutive days and in the five days preceding your departure.

Compensation is paid less the specific deductible stipulated in the **Table of Guarantee Amounts**.

For rentals, our guarantee applies provided that the rental is fully liberated.

All tourism services covered by this policy, either additional or successive services, shall be deemed as single trip for which only one departure date shall apply: the date stipulated by the organisation or authorised intermediary for your trip and stated as such as the start of the guaranteed services.

SPORTING AND LEISURE ACTIVITY INTERRUPTION COSTS (Sports & Leisure Card)

PURPOSE OF THE GUARANTEE

We will reimburse in proportion to time spent the cost of sports or leisure activity rates already paid and not used (not including transportation) when you are required to interrupt the said activities for one of the reasons stipulated herein under:

- Medical evacuation organised by Europ Assistance or by another assistance company
- Sports accident prohibiting the activity
- Absence or excessive snow when occurring in domains located at over 1200 metre altitude for all departures falling between the third Saturday of December and the second Saturday of April and causing the closure of more than 2/3 of the mechanical ski lifts normally in service in the site of your trip for at least two consecutive days during your trip
- Exceptional climatic event such as storm, hurricane or cyclone preventing you from undertaking the said activity scheduled in your trip provided that the interruption exceeds three consecutive days.

Specific case for mountain skiing: mechanical ski lift rates, skiing lessons and equipment rental costs paid by you during your trip shall constitute a single activity rate.

GUARANTEE AMOUNT

Compensation shall be:

- Proportional to the number of days of the sports or leisure activity rate not used
- Payable with effect from the day following the complete stoppage of the guaranteed activities
- Calculated on the basis of the overall price per person for the activity rate and **to the extent of the ceiling stipulated in the Table of Guarantee Amounts**.

The following shall be deducted from compensation: file costs, visa costs, insurance and tips as well as reimbursements or compensation issued by the organisation from which you purchased your activity rates.

SEARCH AND RESCUE EXPENSES (Sports & Leisure Card)

MOUNTAIN AND SEA SEARCH AND RESCUE COSTS

We meet the costs for mountain and sea search and rescue (including off ski pistes) **to the extent stipulated in the Table of Guarantee Amounts.**

Only the costs invoiced by an authorised company for such activities can be reimbursed.

RESCUE COSTS ON MARKED SKI PISTES

If you incur an accident whilst skiing on a marked piste, we meet the cost of rescue from the accident location to the nearest care centre **without amount limitation.**

Under no circumstances are we required to organise a rescue.

ACCIDENTAL DAMAGE AND THEFT OF SPORTS AND LEISURE EQUIPMENT (Sports & Leisure Card)

THE FOLLOWING ARE GUARANTEED

We guarantee **to the extent of the amount stipulated in the Table of Guarantee Amounts** property (equipment, material and specific clothing) intended solely for participating in a sport belonging and located outside your main or secondary residence for the following:

- theft
- partial or total destruction
- loss during forwarding by a transportation company.

LIMITATION OF REIMBURSEMENT FOR SPECIFIC OBJECTS

If you use a private vehicle, theft risks are guaranteed provided that luggage and personal effects are stored in a locked boot out of sight. Only burglary with a break-in is covered.

If the vehicle is parked on the public highway, the guarantee shall apply only between 7 a.m. and 10 p.m.

THE FOLLOWING ARE EXCLUDED

In addition to the exclusions stipulated in the **GENERAL POINTS** attachment, we cannot intervene under the circumstances stipulated herein after:

- Theft of property left without surveillance in a public area or stored in an area shared by several people
- Forgotten or lost property (except by a transportation company), swaps
- Theft committed without a break-in and duly noted and reported by an authority (police, gendarmerie, Transportation Company, purser, etc.)
- Theft committed by your personnel whilst discharging their professional responsibilities
- Accidental damage arising from spilt liquids, oils, colorants or corrosives stored in your luggage
- Confiscation of property by the authorities (customs, police)
- Damage caused by moths and/or rodents as well as cigarette burns or burns from a non-incandescent source of heat
- Theft perpetrated in a convertible vehicle and/or estate vehicle or any other vehicle which does not contain a boot
- Collections, samples used by travelling salesmen
- Breakage of fragile objects such as objects made of porcelain, glass, ivory, china or marble
- Indirect damage such as depreciation or inability to use said objects
- Damage arising from an earthquake, volcanic eruption, tidal wave or other cataclysm or flooding unless the said events are declared a natural catastrophe by ministerial decree
- The consequences arising from usage contrary to the manufacturer's instructions

- **Damage caused to insured equipment during repairs, maintenance or reconditioning**
- **Damage resulting from an inherent defect in the insured equipment or normal wear and tear**
- **Damage result from your evidenced negligence**
- **Deterioration resulting from grazes, scratches, tears or stains**
- **Theft committed by insured persons or by members of your family (ascendants, descendants, partner)**
- **Damage due to smoking-related accidents**
- **Motorised land borne vehicles and their accessories, caravans and trailers**
- **Motorised or sailing leisure vessels including jet skis**
- **Cases, boxes, bags, satchels or covers covering sporting and leisure equipment**
- **Cell phones**
- **Spectacles (frames and lenses), contact lenses, prostheses and appliances of all kinds**
- **Computer equipment.**

WHAT IS THE AMOUNT OF OUR INTERVENTION?

The amount stipulated in the Table of Guarantee Amounts is the maximum reimbursement amount for all claims occurring during the guarantee period.

A deductible stated in the Table of Guarantee Amounts shall be retained for each claim.

HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated on the basis of the replacement value for equivalent objects of the same kind less wear and tear.

Under no circumstances will there be any application of the proportional rule stipulated in Article L.121-5 of the French Insurance code.

WHAT DOCUMENTS SHOULD BE SUBMITTED IN THE EVENT OF A CLAIM?

Your claim declaration must include the following:

- The receipt for a complaint or theft declaration with an authority (police, gendarmerie, transportation company, purser, etc.) for theft or loss
- Booking forms from the carrier (maritime, air, rail, road) when your luggage or objects have been mislaid during the period in which they were under the legal custody of the carrier.

In the event of failure to present these documents, we will be entitled to demand from you compensation equal to the prejudice resulting for us. The insured amounts may not be considered proof of the value of the property for which you request compensation nor as proof of the existence of the said property.

You are required to provide proof by all means in your power and documents in your possession of the existence and value of the said property at the time of the claim as well as of the extent of the damage.

Should you deliberately use incorrect documents or fraudulent means as documentary proof or file incorrect or doubtful declarations you will forfeit all right to any compensation.

WHAT HAPPENS IF YOU RETRIEVE SOME OR ALL OF THE STOLEN OBJECTS COVERED BY SPORTS/LEISURE EQUIPMENT THEFT INSURANCE?

You must immediately inform us by registered mail as soon as you find out.

- If we have not yet paid compensation, you must regain possession of the said objects. We will then be liable only for payment of any damage or missing items
- If we have already paid compensation, you can choose within fifteen days
 - ✓ Either renunciation of the insurance compensation
 - ✓ Or a return of the objects against restitution of the compensation you have received less any deterioration or missing objects.

If you have not notified your decision within 15 days, we will consider that you have opted for renunciation.

REIMBURSEMENT OF RENTAL COSTS AFTER BREAKING YOUR OWN SKIS (Sports & Leisure Card)

In the event the Insured's personal skis are broken, we will reimburse the rental cost of a pair of equivalent replacement skis for a maximum duration of eight days **to the extent of the maximum amount stipulated in the Table of Guarantee Amounts.**

REIMBURSEMENT OF MECHANICAL SKI LIFT RATES AND ACTIVITY RATES FOLLOWING THEFT OR LOSS (Sports & Leisure Card)

We reimburse the insured with compensation in proportion to time not spent for the fixed rate and to the **extent of the maximum amount stipulated in the Table of Guarantee Amounts**, subject to provision of the following documentary proof:

- Receipt for the loss or theft issued by the authorities or an honour declaration for the loss by the insured entity
- Documentary proof of payment of the fixed rate made out to the insured with insurance
- Original copy of the second fixed rate package purchased.

Compensation shall be equal to the purchase price of a new fixed rate less a deductible of one day. This guarantee concerns packages exceeding three days given that all partial days shall be deemed ineligible for compensation.

If the package is returned, no compensation shall be payable from the insurer; the operator shall reimburse the insured the cost of the replacement package.

SPORTS LIABILITY (Sports & Leisure Card)

THE FOLLOWING ARE GUARANTEED

The financial consequences which the Insured may incur as a result of all ensuing bodily injury or material and immaterial property damage caused to third parties during your sport or leisure activity **to the extent of the amounts stipulated in the Table of Guarantee Amounts.**

The guarantee shall apply when taking part in your sporting or leisure activity during your trip provided that the said activity is not covered by another insurance policy.

THE FOLLOWING ARE EXCLUDED

In addition to the exclusions stipulated in the GENERAL POINTS attachment, we cannot intervene under the circumstances stipulated herein after:

- **Damage you caused or provoked deliberately as a natural person or as a duly appointed executive or as the result of the company's actions if you are a legal entity**
- **Damage arising from the use of motorised vehicles, sailboats and motor boats or the practice of airborne sports**
- **Property damage occurring on all sail-powered or motorised land vehicle (motorbikes, boats, rental cars or other)**
- **Damage arising from all professional activity**
- **The consequences of all property damage or bodily injury affecting the Insured as well as his or her partner, ascendants or descendants**
- **Non-material damage except when resulting from guaranteed property damage or bodily injury**
- **All measures taken at the Insured's initiative without prior approval from the Company**
- **Accidents resulting from participation in the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, competition luge, all airborne sports, as well as accidents resulting participation in matches or competitions.**
- **Damage caused to animals or objects belonging to you or which have been rented, loaned or entrusted to you**
- **Fines as well as all financial sentences handed down to you which are not executed as direct compensation for bodily injury or property damage.**

TRANSACTION – ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability and no transaction which you may have accepted without our approval can be applied to us. However, acceptance of the events as reported shall not be deemed acknowledgement of liability, nor the fact of providing a victim with emergency aid given that this is an act of assistance which all persons are required to provide.

PROCEEDINGS

In the event of litigation against you, we will ensure your defence and manage the legal proceedings for the events and damage falling within the purview of the guarantees of this policy.

However, you may decide to be represented jointly with us insofar as you can evidence a specific cause not covered under the terms of this policy.

Providing your protective defence may not be interpreted as acknowledgement of the guarantee and does not imply under any circumstances that we accept to meet the damage not guaranteed in this policy.

However, we retain the right in this instance to act against you to seek reimbursement for all amounts we paid or reserved on your behalf.

RECOURSE

With regard to recourse proceedings:

- Before civil, administrative or commercial courts, we are free to act within the framework of the guarantees stipulated in this policy
- Before criminal courts, recourse may be instigated only with your approval
- In the event that the case concerns only civil interests, your refusal to allow us to instigate planned recourse proceedings shall entitle us to claim from you compensation equal to the resulting prejudice incurred by us.

You may not oppose our recourse against a liable third party if the said party is covered by another insurance policy.

NON-INVOCABILITY OF FORFEITURE

We are required to compensate persons to whom you are liable even if you fail to honour your undertakings after the claim.

Nevertheless, we retain in this instance the right to instigate proceedings against you to seek reimbursement for all amounts we have paid or reserved on your behalf.

LEGAL COSTS

We meet legal, procedural and other settlement costs. However, if you are found liable for an amount exceeding the guarantee amount, each of us shall incur the said expenses in the proportion to our respective shares in the ruling.



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