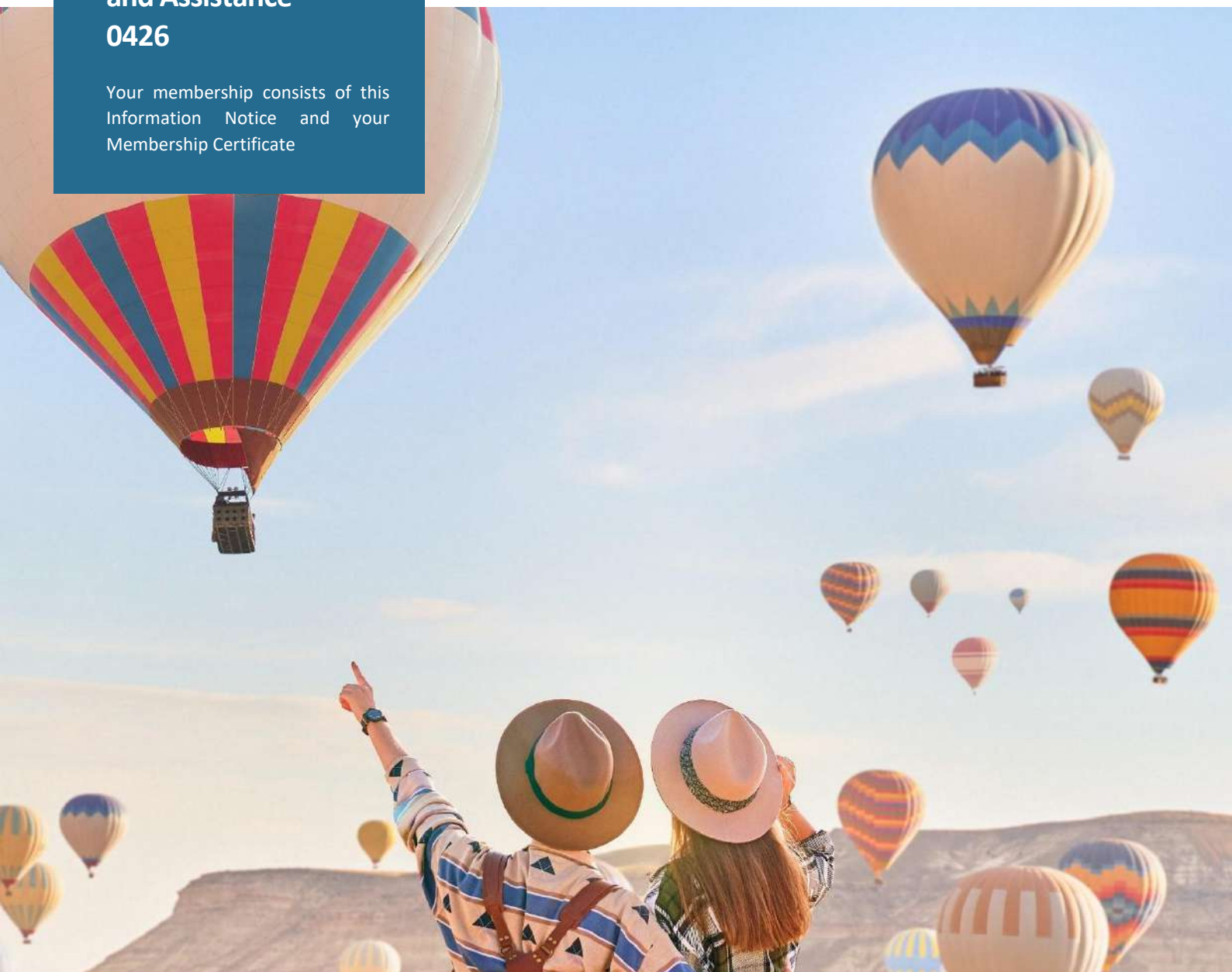


## INFORMATION SHEET

### DG Insurance and Assistance 0426

Your membership consists of this  
Information Notice and your  
Membership Certificate



# USA/CANADA Tourist Travel Insurance



**assur-travel**  
Partenaire de votre mobilité

## GENERAL SUMMARY

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## DEFINITIONS AND SCOPE

### We / the Insurer

The policy is underwritten by ASSUR TRAVEL on behalf of MGEN Portugal - Companhia de Seguros, S.A., a Portuguese insurance company regulated by the Autoridade de Supervisão de Seguros e Fundos de Pensões, with a share capital of €7,500,000, registered under number 517503131, and whose registered office is located at Rua Duque de Palmela 11, Piso 1, 1250-097 Lisbon, Portugal.

### The assistance provider

The assistance company appointed by the insurer Santé et Assistance: HEALTHCASE, a Florida limited liability company (EIN 83-1833403), located at 1 SE 3rd Avenue, Suite 2900, Miami, Florida, 33131, USA.

### Managing broker

ASSUR TRAVEL - ACTIBURO BUSINESS PARK - 99 Rue Parmentier - 59650 Villeneuve d'Ascq. A simplified joint-stock company (SAS) with a share capital of €100,000 – Registered in the Lille Trade and Companies Register under number 451 947 378 – ORIAS No. 07030650 - Company governed by the Insurance Code under the supervision of the Prudential Control and Resolution Authority, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09.

### Serious accident

A sudden and fortuitous event affecting the Insured, not caused intentionally by the latter, resulting from the sudden action of an external cause and confirmed by an authorised medical authority, preventing the Insured from moving about unaided.

### Policyholder

The group of individuals residing in the United States and Canada who have purchased a Trip and have taken out the Insurance Policy and are identified as such on the application form.

The policyholder must be aged between 0 and 75 on the date of travel

### Insured

The policyholder.

### Credit card insurer

The insurance company with which the Member has taken out their travel cancellation insurance policy using their bank card.

### Medical Authority

Any person holding a valid degree in medicine or surgery in the country where the Serious Bodily Injury or Serious Illness is diagnosed. The Medical Authority must be a Third Party to the Insured.

### Luggage

A travel bag or suitcase containing the Insured's personal belongings.

### Beneficiary/Insured

A natural person or designated group, hereinafter referred to as "you", residing in the United States and Canada and travelling through the Policyholder of this Contract.

### Application Form

The document sent by email by the Managing Broker to the Policyholder to confirm their enrolment in the Policy.

### Unforeseen event

Any random, sudden event that could not have been foreseen at the time of booking, which is duly established and verifiable, beyond the control of the insured person and which prevents them from travelling

### Natural disaster

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

### Covered trip

A trip organised by the Insured for private or professional purposes and for which you have taken out the relevant cover under the policy. The period of cover corresponds to the dates of the stay indicated on the invoices issued, with a maximum trip duration of 90 consecutive days.

### Residence

Your place of residence is considered to be your main and habitual place of residence as stated on your income tax return, in the United States and Canada

### Effect of the cancellation cover

The Cancellation Cover only takes effect once the Insured has taken out this policy. It must be taken out no later than 48 hours (working days) after the purchase of the first services for the trip, in accordance with the information provided on the Application Form. It expires at the time of departure, i.e. upon the Insured's arrival at the meeting point specified by the Tour Operator, or, if using personal transport, upon arrival at the holiday destination.

### Effect of other cover

The period of cover for other benefits corresponds to the dates of stay stated on the Application Form, up to a maximum of 90 consecutive days.

### Epidemic

An abnormally high incidence of a disease during a given period and in a given region.

### France

Mainland France, Corsica.

### Cover

The insurance cover relating to the Policy.

### Group

All participants listed on the same travel booking form.

### Hospitalisation

A stay of more than 24 hours in a hospital, or a stay of less than 24 hours in the event of surgery under general anaesthetic.

### Illness

A sudden and unforeseeable deterioration in health confirmed by a competent medical authority.

### Serious illness

Any health condition duly certified by a competent medical authority that strictly prohibits leaving the home and requires medical care and the complete cessation of all

(except for retired persons and those who are unemployed) and resulting in a medical prescription.

**Maximum per event**

Where cover applies to several insured persons who are victims of the same event and insured under the same specific terms and conditions, the insurer’s cover is in any event limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

**Family members / Relatives**

Your spouse or civil partner, or any person with whom you are in a civil partnership; your ascendants or descendants, or those of your spouse; your fathers-in-law, mothers-in-law, brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be resident in the same country as you, unless otherwise stipulated in the contract.

**Invalidity**

Any fraud, forgery, misrepresentation or perjury that may trigger the guarantees provided for in the agreement shall render our commitments null and void and result in the forfeiture of the rights provided for in the said agreement.

**Valuables**

Any sound and/or image reproduction equipment and their accessories, laptops, as well as jewellery, fine pearls, precious stones, furs and watches, whether carried, used, left in storage or handed over to a carrier against a receipt, with a maximum unit value of €600.

**Pandemic**

An epidemic spreading across a vast territory, crossing borders, and classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the incident occurred.

**Quarantine**

Isolation of an individual, in the event of suspected or confirmed illness, ordered by a competent local authority, with a view to preventing the risk of the disease spreading in the context of an epidemic or pandemic.

**Claim**

An event likely to trigger the Cover.

**Policyholder**

Any organisation registered with Atout France as a tour operator and/or registered with ORIAS, offering its travelling customers the Insurance Policy covered by this information notice.

**Territoriality**

The cover is valid worldwide.

**Third party**

Any natural person not party to the insurance policy.

**Age of the property**

The rate applied by the Insurer, taking into account the degree of wear and tear on the insured property over time.

## TERMS AND CONDITIONS OF COVER

**WHO IS ELIGIBLE TO TAKE OUT THE POLICY?**

Any adult individual who has purchased a trip from the Distributor and who is resident in the United States or Canada and aged between 0 and 75 on the date of travel. For the Cancellation Cover supplementing the Bank Card: any natural person of legal age who holds a multi-service Bank Card offering Travel Cancellation and Repatriation Assistance cover: Gold Mastercard, Visa Premier, Infinite Platinum, American Express Gold, to the exclusion of other types of Bank Cards, and who has paid for their Trip using their Bank Card.

**PROOF OF MEMBERSHIP**

Electronic data held by the Insurer or any agent of its choice shall be deemed to constitute the Policyholder’s signature, shall be binding on the Policyholder, and may be accepted as proof of the Policyholder’s identity and consent to the insurance offer and to the terms of this Information Notice.

**CONFIRMATION OF ACCEPTANCE OF THE POLICY**

The Managing Broker shall send the Policyholder, by email, a policy application form and this Information Notice, as well as, for reference, the pre-contractual information documents, which the Policyholder also undertakes to keep on a durable medium.

The cover you have taken out is set out in the application form provided when you took out the policy. Please refer to this document for details of the relevant cover.

**In accordance with Article L.141-4 of the Insurance Code, the Policyholder undertakes to provide any Beneficiary of this policy with the information notice drawn up for this purpose.**

**WITHDRAWAL FROM THE POLICY**

**In accordance with Article L112-2-1 of the Insurance Code, the insured person may exercise their right to withdraw from their insurance policy taken out remotely within 14 days of the date the policy was taken out.**

**This right does not apply to travel insurance policies and similar policies with a duration of one month or less.**

**The request to cancel must be sent by registered post with acknowledgement of receipt to:**

ASSUR TRAVEL, ACTIBURO BUSINESS PARK - 99 Rue Parmentier - 59650 Villeneuve d’Ascq.

**Below is a template withdrawal letter:**

*Surname, First name: .....  
 Policy number and name: ..... Dear Sirs,  
 In accordance with Article L112-2-1 of the Insurance Code, I hereby expressly withdraw from the insurance policy referred to above, which I took out exclusively online on  
 ...../...../.....  
 Yours faithfully,  
 Dated: ...../...../.....*

**AMENDMENTS**

Any changes relating to the Policyholder (contact details, etc.) and the Trip(s) must be reported as soon as the Policyholder becomes aware of them.

## OBLIGATIONS

To claim compensation for a Claim, the Member or their beneficiaries must provide the supporting documents described in each of the cover provisions (**in the absence of these documents, no compensation will be payable**).

### In all cases, they must provide:

- the policy number,
- a copy of the Application Form,
- the original detailed invoices from the tour operator showing the land-based services and transport services; where applicable, a certificate or supporting document from the assistance provider confirming the date of repatriation or early return and the reason for it,
- the policyholder's bank details (to enable the payment of compensation),
- where the person giving the reason for the cancellation is not the Insured: proof of family relationship (copy of family record book, etc.),
- any official document establishing the seriousness of the damage causing the cancellation, late arrival or early return,
- the circumstances of the Loss, its known or presumed causes, and the nature and approximate amount of the damage.

The Insured must take all reasonable steps to limit the extent of any damage already known and to prevent further damage from occurring. Failing this, the Insurer shall be entitled to compensation proportionate to the loss that such failure to act might cause it.

### OBLIGATIONS IN THE EVENT OF CANCELLATION

You **MUST** cancel as soon as a medical problem arises affecting you or a close relative, which could, immediately or subsequently, prevent your departure.

**Unless they wish to forfeit their rights, the insured or their beneficiaries must notify the Insurer and their travel agent of the claim simultaneously within 5 (five) days of becoming aware of it, except in cases of unforeseeable circumstances or force majeure.**

### DON'T FORGET TO CANCEL AT THE FIRST SIGNS

If you cancel late, we will only be able to cover the cancellation fees payable on the date the event occurred, and you will remain your own insurer for the difference.

### HOW TO CONTACT OUR INSURANCE DEPARTMENT?

ASSUR TRAVEL – Claims Department - ACTIBURO BUSINESS PARK  
 - 99 Rue Parmentier - 59650 Villeneuve d'Ascq  
 Monday to Friday from 09:00 to 12:30 and from 13:30 to 18:00  
 Tel: 03.20.30.74.12 – [contact.gestion@assur-travel.fr](mailto:contact.gestion@assur-travel.fr)

### REQUIREMENTS FOR REPATRIATION ASSISTANCE COVER

It is essential to contact the assistance service before seeking any medical consultation or hospital admission. Assistance services can only be arranged if the policyholder makes a telephone call at the time the incident occurs. Services that have not been arranged or approved by the assistance provider will not be eligible for reimbursement.

### HOW TO CONTACT OUR ASSISTANCE SERVICE?

HEALTHCASE – 1 SE 3rd Avenue – Suite 2900 – Miami,  
 Florida – 33131. USA  
 24 hours a day, 7 days a week  
 Tel: +33 (0)3 53 65 42 00 - [assistance@healthcaseservices.com](mailto:assistance@healthcaseservices.com)

To enable us to assist you as effectively as possible, please ensure you have the following information to hand when you call:

- the name and number of the policy you are covered under,
- your first name and surname,
- your home address,
- the country, town or town where you are located at the time of the call,
- please provide the exact address (house number, street, building name if applicable, etc.),
- the telephone number where we can reach you,
- the nature of your problem.

When you first call, you will be given an assistance case number. Please quote this number every time you contact our Assistance Service.

**ONLY A TELEPHONE CALL FROM THE BENEFICIARY AT THE TIME OF THE INCIDENT WILL ENABLE ASSISTANCE SERVICES TO BE PROVIDED.**

## SCOPE AND LIMITS OF COVER

Claims are covered subject to the exclusions and limits of the cover, as well as compliance with the reporting deadlines and formalities set out in this information leaflet.

## PREMIUMS

The insurance premiums (including VAT) depend on the total price of the trip (including VAT). The amount is disclosed to the Member prior to their consent to join the scheme and, once membership has been confirmed, on the membership form.

The insurance premium is paid in full by the Member to the Distributor at the same time as the purchase of the Trip.

## PERIOD OF VALIDITY OF THE COVER

The Cover takes effect immediately after the Member has confirmed the Cover at the time of purchasing the insured Trip(s) and paying the premium to the Distributor.

The Cover ceases:

- automatically on the date the Trip ends,
- As regards the cancellation cover, it expires at the time of departure, i.e. upon the Insured's arrival at the meeting point specified by the Tour Operator, or, if using private transport, upon arrival at the holiday destination,
- if the right of withdrawal is exercised under the conditions set out in Article L112-10 of the Insurance Code,
- in all other cases provided for by the Insurance Code.

The Cover shall apply only if the Contract is in force on the date the Loss occurs.



## SUMMARY OF INSURANCE COVER

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<b>DESCRIPTION OF INSURANCE COVERAGE - TRANSPORT DELAY</b>	<b>15</b>

Contract options and cover						
	Cancellation	Cancellation of cruise passenger	Interruption of stay	Luggage	Transport delay	Assistance
<b>Insurance</b> MPTAST1300057RAN	X		X			
<b>Cruise line cancellation insurance</b> MPTAST1300057RAN		X				
<b>Assistance only</b> MPTAST1300057RAS						X
<b>Comprehensive cover</b> MPTAST1300057RMR	X		X	X	X	X

## HOW TO CONTACT OUR INSURANCE DEPARTMENT

### ASSUR-TRAVEL

GG, Rue Parmentier – Actiburo Business Park 5G650 Villeneuve d'Ascq

- By telephone: 03 20 30 74 12
- From abroad: 33.3.20.30.74.12
- By email: [contact.gestion@assur-travel.fr](mailto:contact.gestion@assur-travel.fr)

**To help us assist you as effectively as possible, please have the following information to hand when you call:**

- the name and number of the contract you are on,
- your first name and surname,
- your home address,
- A telephone number where we can reach you
- The reason for your report When you first call,
- the telephone number where we can reach you,
- you will be given an insurance claim reference number, Please quote this number every time you contact our Insurance Department.

When you make your first call, you will be given an insurance claim reference number. Please quote this number every time you contact our Claims Department.



## INSURANCE COVER

Provided that cover has been taken out

COVERED EVENT	LIMITS AND EXCLUSIONS	
	Limit per person covered	Excess
<b>CANCELLATION</b>		
<p><b>CANCELLATION</b></p> <ul style="list-style-type: none"> <li>- Cancellation for medical reasons, of which:</li> </ul> <p>Cancellation due to illness diagnosed within the month prior to departure in the event of an epidemic or pandemic</p> <ul style="list-style-type: none"> <li>- Cancellation due to any unforeseen circumstances</li> </ul>	<p>€10,000 per person, limited to €40,000 per stay</p> <p>€10,000 per person, up to a maximum of €40,000 per stay</p>	No excess
<p><b>Cancellation by the cruise operator</b></p> <p>Cancellation fees for pre- or post-cruise travel in the event of cancellation by the cruise operator</p>	<p>€3,500 per person, limited to €40,000 per event</p>	No excess
<p><b>LUGGAGE</b></p> <ul style="list-style-type: none"> <li>- Valuables (B1)</li> <li>- Delayed delivery (more than 48 hours) (B2)</li> </ul>	<p>(B) €2,000 per person (B1) 50% of the sum insured, per person (B2) Lump-sum compensation of €150 per person</p>	No excess
<b>TRIP INTERRUPTION</b>		
<p><b>COSTS OF INTERRUPTION OF STAY</b> (in the event of early return)</p> <ul style="list-style-type: none"> <li>- Refund of unused land services on a pro rata basis (excluding transport included) (B)</li> </ul>	<p>€10,000 per person</p>	No excess
<b>TRANSPORT DELAY</b>		
<p><b>Transport delay</b></p>	<p>Fixed compensation of €50 per hour of delay for a delay of more than 3 hours / Maximum €250 per person</p>	No excess

## DESCRIPTION OF INSURANCE COVER

As soon as the first symptoms of the Illness appear or as soon as you become aware of the event giving rise to the Cover, you must notify the Distributor IMMEDIATELY. At the same time, the Claim must be reported within 5 days of the Member becoming aware of it, except in cases of unforeseeable circumstances or force majeure.

If the Policyholder fails to comply with this deadline for reporting a claim and if the Insurer proves that this delay has caused it financial loss, the Policyholder will not be entitled to cover (Article L 113-2 of the Insurance Code).

## TRAVEL CANCELLATION

### CANCELLATION FOR MEDICAL REASONS

Cover is provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

- **Serious illness (including serious illness resulting from an epidemic or pandemic declared within 30 days prior to departure), serious bodily injury or death, including the consequences, after-effects, complications or aggravation of an illness or accident, ascertained prior to booking your trip, affecting:**

Yourself, your spouse or partner, your ascendants or descendants (of any degree), your guardian or any living person usually living in your household,

Your brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, and your designated professional substitute as specified at the time of taking out the policy,

The person designated at the time of taking out this policy, who is responsible during your trip for looking after or accompanying your minor children on holiday, or the disabled person living in your household, provided that there is hospitalisation lasting more than 48 hours or death.

- **Pregnancy complications up to the 32nd week.**
  - ✓ and which result in the complete cessation of all professional or other activities, provided that at the time of departure, you must not be more than six months pregnant, or
  - ✓ if the nature of the trip is incompatible with pregnancy, provided that you were not aware of your condition at the time of booking.

**It is your responsibility to establish the validity of the circumstances entitling you to our benefits; we therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not substantiate the facts.**

### CANCELLATION FOR ANY UNFORESEEN CIRCUMSTANCES

Cover is provided for the reasons and circumstances listed below, to the exclusion of all others, subject to the limits set out in the Table of Cover:

- **Serious property damage** requiring your immediate presence on the scheduled departure date to take the necessary precautionary measures, resulting from a fire, water damage

or natural forces and affecting your private or business premises.

- **Theft from your private or business premises**, necessitating your presence on the day of departure, provided that it occurred within 48 hours prior to the start of the trip.
- **Your notification of an organ transplant** scheduled to take place during your planned trip, provided that you were not aware of this notification at the time of taking out the policy.
- **A contraindication to vaccination**, side effects following vaccination, or a medical inability to undergo preventive treatment required for your chosen travel destination, or in connection with your vaccination passport.
- **Serious damage to your vehicle** occurring within 96 hours prior to departure, provided that the vehicle can no longer be used to take you to your destination or your point of departure.
- **If an accident or breakdown involving your means of transport** occurs during your journey to the airport, resulting in a delay of more than two hours, causing you to miss your booked outbound flight, provided that you had made arrangements to arrive at the airport at least two hours before the boarding deadline.
- **Your redundancy**, or that of your spouse or civil partner, provided that the procedure had not been initiated on the date this Policy was taken out and/or that you were not aware of the date of the event at the time the policy was taken out. Cover is extended in the event that you reach a mutual termination agreement.
- **Securing a salaried job or a paid work placement**, starting before or during the dates scheduled for your trip, whilst you were registered with Pôle Emploi, provided that this does not involve an extension, renewal or change of contract type, nor an assignment provided by a temporary employment agency.
- **Your summons, which is mandatory, unforeseeable and cannot be postponed** by a public authority to a date falling within the planned trip, provided that the summons was not known at the time the Policy was taken out.
- **Your summons**, on a date falling within the duration of your trip, **to sit a university resit examination**, provided that the failure in the examination was not known at the time of taking out this Policy.
- **The refusal of a tourist visa** by the authorities of the country you have chosen to visit, provided that you have not previously submitted an application that was refused by those authorities during a previous trip, and provided that the steps you have taken have enabled them to

take a decision prior to your trip, and provided that you comply with the requirements imposed by the administrative authorities of that country.

- A non-disciplinary **job transfer** imposed by your employer, requiring you to relocate, provided that the transfer was not known at the time the Policy was taken out. This cover is granted to salaried employees, **excluding members of the liberal professions, directors, legal representatives of companies, self-employed persons, craftspeople and casual workers in the entertainment industry.**
- **The refusal, cancellation or alteration of the dates of your paid leave by your employer.** This cover is provided to salaried employees, **excluding members of the liberal professions, company directors, legal representatives of companies, self-employed workers, craftspeople and casual workers in the entertainment industry.** In the specific case of cancellation or alteration, as this leave constitutes an acquired right, it must have been subject to prior written agreement from the employer before the Policy was taken out.
- **Your notification of a child's adoption** during the term of your insured stay, provided that such notification was not known at the time the Policy was taken out,
- **Your appointment for in vitro fertilisation**, during the period of your insured stay, provided that the appointment was not known at the time the Policy was taken out.
- **Cancellation due to the separation of a married couple**, a civil partnership or a couple living in a de facto relationship: this cover is only valid upon presentation of legal and administrative documents proving the genuine nature of the separation or of the couple's cohabitation in the case of a de facto relationship (divorce proceedings, termination of the civil partnership agreement, any documents attesting to the couple's cohabitation, EDF and GDF bills, TELECOM bills, joint bank accounts, joint tax returns, etc.).
- **The theft, within 48 hours prior to your departure, of your identity documents** (passport, identity card) **required for the border crossings planned** during your trip, provided that a report of the theft has been made to the nearest police authorities as soon as the theft was discovered.
- A riot, an attack, an act of terrorism or piracy, pollution resulting from an industrial accident, or an epidemic or natural disaster occurring in France or at your destination.

Coverage applies when both of the following conditions are met:

- The event has caused property damage or personal injury in the destination town or towns of your trip, or within a 100 km radius of your holiday destination.
- Your departure date is scheduled for less than 30 days after the event, and no event of a similar nature has occurred in the affected area in the thirty days prior to taking out the policy; such an event must occur after the policy has been taken out.

- A strike by transport operators, staff of the transport company or the spa centre, provided that

the strike takes place in France, notice has been given 48 hours before the start of the holiday, and the Insured has no other means of transport enabling them to reach the holiday destination. This cover is extended in the event of a major strike at refineries, rendering the journey impossible.

- Cancellation of business events: The cancellation of the business meeting for which the service was booked. This cover applies in particular in the following cases:

Cancellation of the project for which the service was booked

Cancellation of the business assignment for which the service was booked

- Cancellation of your stay, in the event of the spa centre being closed by the authorities, provided that the stay is linked to the service booked. Cover for your cancellation also applies in the event that the National Health Service refuses or withdraws cover for your annual spa treatment.
- Theft or serious damage to your caravan or motorhome, which is essential for the booked stay

The cover applies if the theft or damage was unknown at the time the insurance policy was taken out and renders your stay impossible.

Cover is also provided, subject to the limits set out in the Table of Cover, for **any other unforeseen event, whatever its nature, constituting an immediate, genuine and serious obstacle** preventing your departure and/or the performance of the activities planned during your stay. An unforeseen event is defined as any sudden, unforeseeable circumstance beyond the control of the insured person that justifies the cancellation of the trip. The unforeseen event must have a direct causal link with the inability to travel.

### CANCELLATION BY THE CRUISE OPERATOR

The purpose of this cover is to reimburse the costs of cancelling pre- and post-cruise transport and/or accommodation services incurred by the insured, where the cruise to which these services relate is cancelled on the cruise operator's initiative.

The guarantee applies only in the event of the cruise being cancelled in full.

### AMOUNT OF COVER

The compensation paid under this Contract shall in no circumstances exceed the price of the trip declared at the time of taking out this Contract and within the limits set out in the Table of Cover, per insured person and per event.

We will reimburse you for the cancellation fees charged by the Tour Operator in accordance with the terms of the cancellation scale set out in the Table of Cover.

In the event of cancellation of the cruise by the cruise operator, cover is limited solely to the cancellation fees for pre- and post-cruise transport, subject to the conditions and limits set out in the Table of Cover, and after deduction of any refunds obtained elsewhere.

Administration fees, gratuities, visa fees and the premium paid in return for taking out this policy are non-refundable.

## PROCEDURES IN THE EVENT OF A CLAIM

**If you cancel at short notice, we will only cover the cancellation fees due on the date the event occurs, and you will remain responsible for the difference.**

Two steps:

1/ As soon as the illness first manifests itself or as soon as you become aware of the event triggering the cover, you must IMMEDIATELY notify your travel agency.

2/ You must also report the claim in writing to ASSUR TRAVEL within five working days of the event triggering the cover.

The insured or their beneficiaries undertake to provide all documents and information requested by the Insurer regarding the claim, in particular:

- the contractual document (paid invoice) provided to you by the tour operator or rental company at the time of booking,
- the paid invoice for cancellation or withdrawal fees issued by the tour operator or rental company,
- the letter of compensation or letter of refusal issued by the credit card insurer,
- the medical questionnaire duly completed by the doctor (even in the event of death),
- a medical certificate or hospitalisation certificate specifying the nature, severity and duration of the illness or accident, as well as its foreseeable consequences, together with photocopies of prescriptions relating to the treatment received, the medicines prescribed, and the tests and other examinations carried out. To this end, the insured must release their doctor from medical confidentiality vis-à-vis the company or take all necessary steps to ensure that the doctor treating the person whose illness or accident led to the cancellation is released from medical confidentiality,
- all statements from the National Insurance scheme (or any other insurance provider) relating to the reimbursement of treatment costs and the payment of daily allowances,
- the post-mortem certificate, in the event of cancellation on these grounds,
- proof of family relationship (copy of family record books) where the person giving grounds for the cancellation is not the insured person,
- any official document establishing the severity of the damage causing the cancellation. In the event of a serious accident, it is the insured person's responsibility to specify the causes and circumstances, as well as the names and addresses of those responsible and any witnesses,
- in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities. In the absence of such proof, no compensation will be payable,
- in the event of infection with Covid-19 (SARS-CoV-2 or the 2019 coronavirus or its variants): if the Member is infected: the result of the test for SARS-CoV-2 or its variants. If a Family Member is infected: the positive test result of the Member concerned and proof of the family relationship. In the absence of proof of family relationship, a sworn statement specifying, for example, that the de facto partner resides under the same roof as the Member or specifying the relationship of the

family member in relation to the Policyholder, as well as proof of a full vaccination schedule,

- in the event of pregnancy complications, a medical certificate stating that the Insured Person must remain bedridden on the date of departure or for the duration of the Trip,
- in the event of serious damage to the home, a copy of the claim made to the insurer of the damaged property and the surveyor's report,
- in the event of a summons to serve as a juror in a criminal trial, as a witness, or to sit a re-sit examination, a copy of the official summons,
- in the event of work commitments, a copy of the travel order issued by the Insured Person's employer, together with a copy of the identity documents of the line manager who ordered the business trip or the requirement to be at their place of work,
- in the event of cancellation by the cruise operator, confirmation of the cruise booking and pre- and post-cruise transport arrangements
- the official notification of cancellation of the cruise issued by the cruise operator;
- paid invoices for pre- and post-cruise transport services;
- and any other document that the Managing Broker deems necessary to enable, in view of the nature of the event, the circumstances surrounding its occurrence to be established.

**Where a medical certificate is required, it must be issued by a medical authority who is a third party to the insured person.**

**The medical certificate must be sent in a sealed envelope marked 'confidential' for the attention of the medical adviser designated by the Managing Broker. To this end, the Insured must release their doctor from medical confidentiality in relation to this medical adviser. On pain of forfeiture, the Insured Party claiming under the Cover must submit all the documents required by the contract without being able to invoke, except in cases of force majeure, any reason preventing their production.**

**If the Insured Person refuses to do so without valid reason, they risk losing their rights under the Cover. By express agreement, the Insured Person acknowledges the Insurer's right to make the invocation of the Cover subject to compliance with this condition.**

Finally, unless there are valid grounds for refusal, the insured must allow the Insurer's medical adviser access, failing which the cover will lapse.

The causes and consequences of the loss shall be assessed by mutual agreement; failing that, by an amicable expert assessment, subject to the respective rights of the parties. Each party shall appoint an expert. If the experts so appointed cannot agree, they shall appoint a third expert; the three experts shall act jointly and by majority vote.

Each party shall pay the costs and fees of its own expert and, where applicable, half of those of the third expert.

You must send ASSUR TRAVEL – Claims Department – ACTIBURO BUSINESS PARK – 99 Rue Parmentier, 59650 Villeneuve d'Ascq, the medical documents and information required to process your claim, which we will send to you as soon as we receive your claim form, along with the medical questionnaire to be completed by your doctor.

You must also provide any information or documents requested to substantiate the reason for your cancellation.

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object to this without a legitimate reason, you will forfeit your rights to cover. Failure to provide these documents may result in the forfeiture of your entitlement to compensation.

## EXCLUSIONS FROM COVER

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

- An event, illness or accident that has been initially diagnosed, has resulted in a relapse, has worsened or has led to hospitalisation between the date of booking the holiday and the date of taking out the insurance policy,
- Any circumstance that merely detracts from the enjoyment of the holiday,
- Pregnancy, including complications beyond the 32nd week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,
- Failure to have a vaccination,
- Any failure on the part of the carrier, including financial failure, rendering the fulfilment of its contractual obligations impossible, unless otherwise stipulated in the cover,
- Any medical event where the diagnosis, symptoms or cause thereof are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days following the taking out of this Contract,

- Pollution, the local health situation, natural disasters falling within the scope of the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- The consequences of criminal proceedings against you,
- Any other event occurring between the date of taking out the insurance policy and the departure date of your trip
- Any event occurring between the date the trip was booked and the date the insurance policy was taken out. The absence of a risk,
- an intentional and/or unlawful act, the consequences of alcohol intoxication and the use of drugs, any narcotic substance listed in the Public Health Code, or medicines and treatments not prescribed by a doctor,
- The mere fact that the geographical destination of the trip is advised against by the French Ministry of Foreign Affairs, An act of negligence on your part,
- Any event for which the travel agency may be held liable under the current Tourism Code,
- Failure to present, for whatever reason, documents essential for the trip, such as a passport, identity card, visa, travel tickets or vaccination record, except in the event of theft of the passport or identity card within 48 hours prior to departure.

## LUGGAGE

### SCOPE OF COVER

We cover, up to the amount indicated in the Table of Cover, your luggage, personal belongings and effects, carried with you or purchased during your trip, outside your main or secondary residence in the event of: -

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

### AMOUNT OF COVER

The amount shown in the table of cover limits represents the maximum reimbursement for all claims arising during the period of cover.

**It is your responsibility to establish the facts of the situation giving rise to our benefits; we therefore reserve the right to refuse your claim if the information provided does not prove the facts of the case.**

### Delayed delivery of your luggage

In the event that your personal luggage is not handed over to you at the destination airport (on the outward journey) and if it is returned to you more than 48 hours late, we will reimburse you, upon presentation of supporting documents, for essential items up to the amount indicated in the Table of Cover.

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

### Specific exclusions under the Baggage Delay cover

For valuable items, the reimbursement value may under no circumstances exceed the amount stated in the Table of Cover.

Furthermore, the items listed above are only covered against theft that is clearly established and duly reported as such to a competent authority (police, gendarmerie, transport company, flight attendant, etc.).

- Theft of jewellery is covered ONLY when it is placed in a safe deposit box or when it is worn by you.
- Theft of any sound and/or image reproduction equipment and their accessories is covered ONLY when they are placed in a safe or when they are being worn by you.

If you are using a private car, the risk of theft is covered provided that your luggage and personal belongings are kept in the locked boot of the vehicle and out of sight. Only theft involving forced entry is covered.

If the vehicle is parked on a public road, cover is only valid between 7 am and 10 pm.

## Calculation of compensation

In the event of total or partial destruction, or in the event of loss during transit by a transport company, you will be compensated upon presentation of supporting documentation and on the basis of the replacement value of equivalent items of the same nature, less depreciation.

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the luggage or valuable item. In the following year, the reimbursement amount will be calculated at 75% of the purchase price. In subsequent years, the value will be reduced by a further 10%.

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

Our reimbursement will be made after deducting any reimbursement received from the transport company and the excess.

## PROCEDURES IN THE EVENT OF A CLAIM

The claim must be sent to: ASSUR TRAVEL - Claims Department - ACTIBURO BUSINESS PARK - 99 Rue Parmentier 59650 Villeneuve d'Ascq, within 5 working days (48 hours in the event of theft) except in cases of unforeseeable circumstances or force majeure. If this deadline is not met and we suffer a loss as a result, you will forfeit all rights to compensation.

The insured must provide the Insurer with the following:

- the certificate of irregularity in the event of loss or damage to luggage caused by the carrier,
- a police report (in the event of theft) must be filed as soon as possible and proof of this sent to the Insurer,
- a copy of the list of items reported as damaged or stolen, submitted to the airline or transport company,
- the letter of reimbursement from the airline or transport company stating the compensation paid to the insured,
- the original proof of purchase for the damaged or stolen items,
- in the event of delayed delivery:
  - have the delay in the delivery of the Baggage recorded by the airline on which the Insured is travelling by means of a misplacement certificate,
  - Please send the Centre de gestion proof of purchase for essential items and the baggage claim form. If you fail to provide these documents, you may forfeit your right to compensation.

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

You are required to prove, by all means at your disposal and by all documents in your possession, the existence and value of these items at the time of the incident, as well as the extent of the damage.

If you knowingly use inaccurate documents as proof, employ fraudulent means, or make inaccurate or misleading statements, you will forfeit all rights to compensation, without prejudice to any legal proceedings we may then be entitled to bring against you.

## What happens if you recover all or part of your luggage, items or personal belongings?

You must notify Assur Travel – Claims Department – Parc ACTIBURO, 99 rue Parmentier, 59650 Villeneuve d'Ascq, immediately by registered letter as soon as you become aware of this:

- if we have not yet paid you compensation, you must take back possession of the said luggage, items or personal effects; we are then only liable for payment of any damage or missing items,
- if we have already compensated you, you may choose within 15 days:
  - either to relinquish said luggage, items or personal effects to us,
  - or to reclaim said luggage, items or personal effects by returning the compensation you have received, less, where applicable, the portion of that compensation corresponding to any damage or loss.

If you have not made a choice within 15 days, we will assume that you have opted to relinquish them.

## EXCLUSIONS FROM COVER

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

- **The theft of luggage, belongings and personal items left unattended in a public place or stored in premises made available for shared use by several people,**
- **The theft of any sound and/or image reproduction equipment and its accessories when not placed in a locked safe, whilst not being carried, which effectively means that such equipment is not covered when entrusted to any transport company whatsoever (air, sea, rail, road, etc.),**
- **Misplacement, loss (except by a transport company), or exchange,**
- **Theft without forced entry, duly recorded and reported by an authority (police, gendarmerie, transport company, flight attendant, etc.),**
- **Accidental damage caused by the leakage of liquids, greasy, staining or corrosive substances contained in your luggage,**
- **Confiscation of goods by the authorities (customs, police),**
- **Damage caused by moths and/or rodents, as well as by cigarette burns or a non-incandescent heat source,**
- **Theft from any vehicle not fitted with a boot, " Collections and samples belonging to sales representatives,**
- **The theft, loss, misplacement or damage to cash, documents, books, travel tickets and credit cards,**
- **The misplacement, loss or damage of official documents: passport, identity card or residence permit, vehicle registration document and driving licence,**
- **The theft of jewellery when it has not been placed in a locked safety deposit box whilst not being worn, which effectively means that the jewellery is not covered when it**

- entrusted to any transport company (air, sea, rail, road, etc.),
- Breakage of fragile items such as porcelain, glass, ivory, pottery and marble,
- Indirect damage such as depreciation and loss of use,

- The items listed below: any prostheses, equipment of any kind, trailers, securities, paintings, spectacles, contact lenses, keys of any kind, documents recorded on tapes or film, as well as professional equipment, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcoholic beverages, works of art, cosmetics and photographic film.

## INTERRUPTION OF STAY

### SCOPE OF COVER

Following the interruption of your holiday, we will reimburse you, as well as any family members covered by this policy or a policyholder accompanying you, for the costs of accommodation already paid for but not used (excluding transport), on a pro rata basis, from the night following the event causing the interruption of your holiday.

Similarly, if a family member not taking part in the trip suffers from a serious illness, a serious physical injury or death, and as a result, you are forced to interrupt your stay, we will reimburse you, as well as any family members covered by this policy or a person accompanying you, on a pro rata basis, for the accommodation costs already paid for but not used (excluding transport), from the night following the date of your early return.

We also provide cover in the event of theft, serious damage caused by fire, explosion, water damage, or natural disasters affecting your business or private premises, where your presence is essential to take the necessary precautionary measures; we will reimburse you, as well as any family members who are policyholders or a person accompanying you, on a pro rata basis, the accommodation costs already paid for but not used (excluding transport) from the night following the date of your early return.

### AMOUNT OF COVER

Compensation is calculated from the day after the early return. This cover does not apply to transport tickets.

### PROCEDURES IN THE EVENT OF A CLAIM

You must contact:

**ASSUR TRAVEL**  
**Claims Department**  
**ACTIBURO BUSINESS PARK - GG Rue Parmentier**  
**5G650 Villeneuve d'Ascq**

- any official document confirming the extent of the damage, which was the reason for the early return,
- the certificate or supporting document from the Assistance Provider confirming the date of repatriation or early return and the reason for it,
- the letter of compensation or letter of refusal issued by the Credit Card Insurer,
- all documents necessary to compile the claim file and thus prove the validity and amount of the claim.

In all cases, you will be systematically asked to provide the originals of the tour operator's itemised invoices showing the land-based services and transport services.

### EXCLUSIONS FROM THE COVERAGE

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

- **Claims for reimbursement of transport tickets,**
- **Claims for reimbursement of services not listed on the travel booking form and therefore not covered (even if these services are purchased from the organiser's local representative on site),**
- **Interruptions to the holiday where the cause was known before the start of the trip**

## TRANSPORT DELAYS

### SCOPE OF COVER

If you have experienced a delay of more than 3 hours compared to the time specified in your sales contract, we will reimburse you a lump sum, up to the amount indicated in the Table of Cover.

Compensation may be claimed for multiple delays if the delay occurs on the outward journey, the return journey, or any leg of the trip

The cover applies to outward and/or return journeys on:

- scheduled flights, trains and boats operated by companies with published timetables,
- outbound charter flights whose timetables are indicated on the outbound flight itinerary,
- return charter flights: flight confirmation time provided by the travel agency.

This cover applies to return journeys, as well as to delays during stopovers, in accordance with the dates and destination countries specified in your Special Conditions.

**PROCEDURES IN THE EVENT OF A CLAIM**

You must contact:

**ASSUR TRAVEL**  
**Claims Department**  
**ACTIBURO BUSINESS PARK - GG Rue Parmentier**  
**5G650 Villeneuve d’Ascq**

a document issued by the airline or railway company with which the Insured is travelling, confirming the delay to the flight or train. This document must include: the name of the airport or station, the flight or train number, the originally scheduled date and time of arrival and the actual date and time of arrival, as well as the reason for the delay.

**EXCLUSIONS FROM COVER**

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

- **Weather conditions,**

- **Civil war or foreign war in the country of departure, transfer or arrival of the insured flight,**
- **If you refuse to board the journey originally scheduled by the authorised body,**
- **Your refusal to use the guaranteed transport,**
- **Flights that you have not confirmed in advance;**
- **Failure to travel on the route for which your booking was confirmed, for whatever reason,**
- **Your non-admission on board, whether due to missing the check-in deadline, or that for baggage and/or presentation at boarding,**
- **A decision by the airport authorities, civil aviation authorities, or other authorities announcing a change to departure times more than 24 hours before the outbound or return travel date shown on your ticket.**

It is our responsibility to prove that the transport delay results from one of the events listed above, except in the case of foreign war where, in accordance with the provisions of the French Insurance Code, it is your responsibility to prove that the transport delay results from a cause other than foreign war.



# SUMMARY OF ASSISTANCE COVER

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It is essential to contact the assistance service before seeking any medical consultation or hospital admission. Assistance services can only be arranged if the policyholder makes a telephone call at the time the incident occurs. Services that have not been arranged or approved by the assistance provider will not be eligible for reimbursement.

## HOW TO CONTACT OUR ASSISTANCE SERVICE

### 24 hours a day, 7 days a week

#### ASSUR-TRAVEL ASSISTANCE / HEALTHCASE

1 SE 3rd Avenue - Suite 2G00 - Miami, Florida - 33131. USA. 24 hours a day, 7 days a week

- By telephone: 03 53 65 42 00
- By telephone from abroad: 33.3.53.65.42.00, preceded by the local code for international calls
- By email: [assistance@healthcaseservices.com](mailto:assistance@healthcaseservices.com)

To enable us to assist you as effectively as possible, please ensure you have the following information to hand when you call:

- the name and number of the contract you are on,
- your surname and first name,
- your home address,
- the country, town or town where you are at the time of the call,
- please provide the exact address (house number, street, building name if applicable, etc.),
- the telephone number where we can reach you,
- the nature of your problem.

When you make your first call, you will be given a support reference number. Please quote this number every time you contact our Support Team.

ASSISTANCE SERVICES CAN ONLY BE PROVIDED IF THE BENEFICIARY TELEPHONES US AT THE TIME OF THE INCIDENT.



## ASSISTANCE COVER

Provided that the cover has been taken out

ASSISTANCE COVER (Medical Repatriation)	
Nature of the Cover	Limit / Terms and conditions of cover
Telephone consultation (before departure)	1 call
Repatriation or medical transport	Actual costs (including epidemics/pandemics)
Medical expenses (outside country of residence)	€150,000 (including epidemics/pandemics)
↳ Emergency dental treatment	€300
Extension of stay	Hotel costs: €150 per night (max. 14 nights)
Visit by a relative	Return travel ticket + hotel: €80 per night (max. 10 nights)
Early return	Return travel ticket
Repatriation of remains	Actual costs
↳ Funeral expenses related to transport	€2,300
Death formalities	Return travel ticket + hotel: €100 per night (max. 3 nights)
Repatriation of children (under 16)	Return travel ticket
Return not possible	€1,000 per person (€50,000 per group) + Hotel €80 per night (Max. 14 nights)
Return home or continuation of treatment following stabilisation	Actual costs

ASSISTANCE IN THE EVENT OF QUARANTINE OR INCIDENT	
Nature of the Cover	Limit / Terms
Quarantine (Accommodation costs)	Hotel costs: <b>€80</b> per night (max. 14 nights)
Psychological support (Quarantine)	6 counselling sessions per event
Emergency kit	<b>€100</b> per person (max. <b>€350</b> per family)
Child illness/accident at home	Coverage of transport costs
Search and rescue costs	<b>€5,000</b> per person (Max <b>€25,000</b> per incident)
Legal assistance abroad	Bail: <b>€15,000</b> / Solicitors: <b>€3,000</b>
Cash advance (abroad only)	Up to <b>€1,500</b>
Local phone package	Up to <b>€80</b>

ADDITIONAL ASSISTANCE	
Nature of the Cover	Limit / Terms
Home help	25 hours spread over 4 weeks
Childcare	<b>Actual costs</b> (maximum 20 hours)
Grocery delivery	1 delivery per week (for a maximum of 15 days)
Tutoring (under 18s)	8 hours per week (for a maximum of 2 weeks)
Pet sitting	<b>€200</b>
Medication delivery	Delivery costs covered

## DEFINITIONS

### Accident

Any bodily injury, not caused intentionally by the Insured, resulting from the sudden action of an external cause. Food poisoning is treated as an accident.

### Insured

The individual(s) named in the Special Conditions and covered by the cover. Accompanying persons must also be named (surname and first name) in order to be covered.

### Assistance provider

MGEN PORTUGAL, which bears the risk.

Assistance services are managed by HEALTHCASE, a Florida limited liability company (EIN 83-1833403), located at 1 SE 3rd Avenue, Suite 2900, Miami, Florida 33131, USA.

### Medical authority

Any person holding a valid degree in medicine or surgery in the country where the serious bodily injury or serious illness is diagnosed. The medical authority must be a third party to the Insured.

### Beneficiary

The individual(s) named in the Special Conditions and covered by the policy.

### Geographical cover

Worldwide, with no mileage excess (unless otherwise agreed in the Special Conditions).

### Residence

Your domicile is deemed to be your main and habitual place of residence as stated on your income tax return in the United States and Canada.

### Personal injury

Any physical injury sustained by an individual and the resulting harm.

### Epidemic

An abnormally high incidence of a disease during a given period and in a given region.

### Excess

The portion of the compensation that remains payable by the beneficiary.

### Illness

A health condition diagnosed by a medical authority, requiring medical treatment and the complete cessation of all professional or other activities.

**Chronic illness:** an illness that progresses slowly and is long-lasting.

**Serious illness:** a life-threatening illness.

### Family member

The term 'family member' refers to a spouse or partner living in the same household, a child, a brother or sister, a father, a mother, parents-in-law, grandparents, grandchildren, and brothers- and sisters-in-law.

### Pandemic

An epidemic spreading across a wide area, crossing borders, and classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the incident occurred.

### Quarantine

Isolation of a person, in the event of suspected or confirmed illness, ordered by a competent local authority, with a view to preventing the risk of the disease spreading in the context of an epidemic or pandemic.

### Scope

Private life.

### Duration

The assistance product is valid for a maximum of 90 consecutive days.

## DESCRIPTION OF PERSONAL ASSISTANCE COVER

**ASSUR TRAVEL ASSISTANCE/HEALTHCASE cannot under any circumstances act as a substitute for local emergency services. In all**

**cases, the decision to provide assistance rests exclusively with the ASSUR TRAVEL ASSISTANCE/HEALTHCASE doctor, following consultation with the attending doctor on site and, where appropriate, the Insured's family.**

### TELECONSULTATION BEFORE DEPARTURE

If you require any information or advice to help you organise and ensure the smooth running of your trip, you can contact us 24 hours a day, 7 days a week.

The information covers the following areas:

Health information: Health, Hygiene, Vaccinations, Precautions to take, Main hospitals, Advice for women, Jet lag, Travelling with pets.

Our doctors are also available to provide any information you may need if you are travelling during an epidemic or pandemic. Information is provided over the phone and is not confirmed in writing or sent in the form of documents. Advice and information services are available between 8.00 am and 7.00 pm and are normally provided within

required to meet demand. However, whatever time you call, we will take your enquiry and note down your details so that we can call you back to provide the answers you need.

### REPATRIATION OR MEDICAL TRANSPORT

If the Insured Person's condition requires medical care or specific examinations that cannot be carried out locally, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will organise and cover:

- either transport to a regional hospital or to a country capable of providing the necessary care,
- or repatriation to the Insured Person's home if there is no suitable medical centre closer by.

Depending on the severity of the case, repatriation or transport is carried out, under medical supervision if necessary, by the most appropriate of the following means: air ambulance, scheduled flight, train, sleeper carriage, ship, ambulance.

If hospitalisation on arrival is not essential, transport will be arranged to the Insured Person's home.

If hospitalisation could not be arranged at a facility near the Insured Person's home, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will organise and cover the cost of transport from that hospital to the Insured Person's home, provided the Insured Person's state of health permits.

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

### REPATRIATION OF CHILDREN UNDER 16 YEARS OF AGE

If you are ill or injured and there is no one available to look after your children under the age of 16, we will arrange and cover the cost of a return journey by first-class train or economy-class scheduled flight for a person of your choice or one of our hostesses to take them back to your home or that of a family member.

### VISIT FROM A RELATIVE

You are hospitalised locally, following a decision by our medical team, for a period of more than 5 days prior to your medical repatriation. We will organise and cover the cost of return travel by first-class train or economy-class scheduled flight for a family member residing in the same country as you, as well as their accommodation costs (room and breakfast), so that they may come to be at your bedside.

Our cover for their accommodation is subject to the limit specified in the Table of Benefits.

**In all cases, the cost of meals and other expenses shall be borne by that person.**

### EXTENSION OF STAY

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

We will cover the accommodation costs (room and breakfast) for eligible family members or an insured companion staying by your bedside, up to the amount specified in the Table of Cover.

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

**In all cases, the cost of meals and other expenses shall be borne by that person.**

**This cover cannot be combined with the 'Visit by a relative' cover.**

### REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION COSTS INCURRED ABROAD

Reimbursement covers the costs defined below, provided they relate to treatment received outside the Insured Person's country of residence, following an unforeseeable illness or an accident occurring abroad.

The Insurer will reimburse the amount of medical expenses incurred abroad and remaining payable by the Insured, after reimbursement by the National Health Service or any other welfare or insurance organisation to which the Insured is affiliated, up to the limit specified in the cover table, for the duration of the policy.

**An excess, as specified in the cover table, applies in all cases.**

**The cover limits are specified in the table of benefits.**

The Insured, or their beneficiaries, undertake to take all necessary steps to recover these costs from the relevant organisations and to submit the following documents:

- original statements from social security and/or insurance organisations supporting the reimbursements received,
- photocopies of treatment invoices supporting the expenses incurred.

Nature of medical expenses eligible for supplementary reimbursement:

- doctors' fees,
- costs of medicines prescribed by a doctor or surgeon,
- costs of an ambulance or taxi ordered by a doctor for a local journey,
- hospitalisation costs following a medical decision,
- dental emergencies up to the limit specified in the benefits table (no excess applies to this item),

Coverage of medical expenses ceases from the date on which ASSUR TRAVEL ASSISTANCE/HEALTHCASE is able to repatriate the Insured to mainland France or to the country in which they are resident.

In the event that the insurance provider to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the limit specified in the Table of Cover, subject to your provision of the original medical bills and a certificate of non-coverage issued by the insurance provider.

### ADVANCE PAYMENT OF HOSPITALISATION COSTS ABROAD

Once the Insured Person has been admitted to hospital, hospitalisation costs may be paid in advance up to the sum insured specified in the table of benefits, subject to the following conditions:

- that the treatment is prescribed in agreement with the doctors of ASSUR TRAVEL ASSISTANCE/HEALTHCASE, and
- that the Insured Person is deemed unfit for transport, as determined by those same doctors.

No advance payment will be made from the date on which repatriation becomes possible.

In all cases, the Insured undertakes to reimburse this advance no later than thirty days after receipt of the invoice.

You or any person authorised by you must formally undertake this by signing a specific document provided by ASSUR TRAVEL ASSISTANCE/HEALTHCASE when this benefit is provided:

- to initiate the process of claiming reimbursement of costs from insurance providers within 15 days of the date on which ASSUR TRAVEL ASSISTANCE/HEALTHCASE sends the necessary documentation for this process,
- to reimburse ASSUR TRAVEL ASSISTANCE/HEALTHCASE for any sums received in this regard from the insurance providers within one week of receiving such sums.

We will cover only those costs not reimbursed by the insurance providers, up to the limit of the coverage provided under the "medical expenses" benefit. You must provide us with the certificate of non-reimbursement issued by these insurance providers within one week of receiving it.

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

If you have not completed the necessary procedures to claim reimbursement from your insurance providers within the specified time limit, or if you have not submitted to ASSUR TRAVEL ASSISTANCE/HEALTHCASE, within the specified time limit, the certificate of non-reimbursement issued by those insurance providers, you will under no circumstances be entitled to the "medical expenses" benefit and will be required to reimburse the full amount of hospitalisation costs advanced by ASSUR TRAVEL ASSISTANCE/HEALTHCASE, which will, where necessary, initiate any appropriate recovery proceedings, the cost of which will be borne by you.

### REPATRIATION OF THE BODY

If you die whilst on a covered trip, we will arrange for the repatriation of your remains to the place of burial in your country of residence.

In this context, we cover:

- ✓ The costs of transporting the body,
- ✓ The costs associated with the preservation of the body as required by applicable legislation,
- ✓ Costs directly incurred by the transport of the body (handling, specific arrangements for the

(transport, packaging) up to the amount specified in the Table of Cover

### DEATH FORMALITIES

If the presence on site of a family member or close relative of the deceased is essential to identify the body and carry out the formalities for repatriation or cremation, we will organise and cover the cost of a return train ticket in 1st or economy class on a scheduled flight, as well as accommodation costs (bed and breakfast) incurred on behalf of that person, up to the amount specified in the Table of Benefits.

**All other costs are to be borne by the deceased's family. EARLY**

### RETURN

If you have to cut your trip short in the event of the circumstances listed below, we will cover your additional travel costs and those of your eligible family members or any person insured under this policy who is travelling with you, if the travel tickets booked for your return journey and theirs cannot be used as a result of this event, based on a first-class train ticket or an economy-class scheduled flight ticket.

We provide cover in the event of:

- hospitalisation of a family member, a person responsible for the care of your minor and/or disabled child who has remained at home, or your professional replacement.
- the death of a family member, a person responsible for the care of your minor and/or disabled child who remains at home, or your professional substitute,
- a serious incident affecting your main residence in your country of residence.

### UNABLE TO RETURN

Your flight has been cancelled following travel restrictions imposed by the local government or airlines in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organise and cover the costs of hotel accommodation (room and breakfast) for you, as well as for eligible family members or an insured accompanying person, up to the amount specified in the Table of Benefits.

We will arrange and cover the cost of your repatriation to your home, up to the limit specified in the Table of Benefits.

### RETURN HOME OR CONTINUATION OF THE JOURNEY AFTER RECOVERY

At the end of the Insured Person's hospitalisation or period of confinement at the location, and once medical recovery has been confirmed, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will arrange for the Insured Person's return to their home or the continuation of their journey (one-way ticket) to the next destination specified at the time of booking with the tour operator, as well as that of the Beneficiary members of

his family, provided they have remained with him, or a Beneficiary who is not a relative and is accompanying him. If ASSUR TRAVEL ASSISTANCE/HEALTHCASE arranges for the Insured Person to continue their Journey, ASSUR TRAVEL ASSISTANCE/HEALTHCASE's cover is limited to the additional transport costs, up to the cost of the return Journey to their Home.

### HOTEL COSTS FOLLOWING QUARANTINE

If you are required to extend your stay as a result of being placed in quarantine, we will arrange and cover the cost of hotel accommodation (room and breakfast) for you, as well as for eligible family members or an insured accompanying person, up to the amount specified in the Table of Benefits.

### ILLNESS OR ACCIDENT INVOLVING ONE OF YOUR MINOR OR DISABLED CHILDREN (AT HOME)

One of your children, who is a minor or disabled and has remained in your home country, is seriously ill or has suffered an accident.

We will cover the cost of their transport by ambulance to a hospital appropriate to their medical condition (the person responsible for the children's care must have your written authorisation) and their return to their home in your country of origin, subject to the limits set out in the Table of Benefits.

### LEGAL ASSISTANCE ABROAD

During a covered trip outside your country of residence, you may face legal proceedings or imprisonment for unintentional non-compliance with or violation of local laws and regulations.

We will advance the bail required by the local authorities to secure your provisional release, up to the amount specified in the Table of Cover.

This advance must be repaid within one month of our submitting a claim for reimbursement. If the bail bond is refunded to you by the authorities of that country before this deadline, you must return it to us immediately.

We may reimburse you, up to the amount specified in the Table of Cover, for the fees of legal representatives whom you may choose to engage of your own accord if legal proceedings are brought against you, provided that the alleged offences are not liable to criminal penalties under the law of the country concerned.

**This cover does not apply to incidents relating to your professional activity or the use of a motor vehicle.**

### SEARCH AND RESCUE COSTS

We will cover, up to the amount specified in the Table of Benefits, the costs of search and rescue at sea,

in the desert or in the mountains following an event that puts your life at risk. Only costs invoiced by a company duly authorised to carry out these activities may be reimbursed.

**Under no circumstances may we act in place of local emergency rescue services.**

### CASH ADVANCE (ABROAD ONLY)

During a covered trip outside your country of residence, your means of payment have been lost or stolen.

Subject to a certificate of theft or loss issued by the local authorities, we may grant you a cash advance up to the amount specified in the Table of Cover, against a promissory note issued to ASSUR TRAVEL ASSISTANCE/HEALTHCASE.

This advance must be repaid to ASSUR TRAVEL ASSISTANCE/HEALTHCASE within 30 days of the funds being made available.

**In the event of non-payment, we reserve the right to take all necessary legal action to recover the debt.**

### COVERAGE OF A LOCAL TELEPHONE PACKAGE

In the event of quarantine whilst on a covered trip outside your country of residence, we will cover the cost of setting up a local telephone plan, up to the limit specified in the Table of Benefits.

### ON-SITE PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

In the event of significant psychological distress resulting from your quarantine due to an epidemic or pandemic, we can, at your request, put you in touch with a psychologist by telephone during the quarantine period, subject to the limits set out in the Table of Benefits. These consultations are entirely confidential.

This counselling service should not be confused with private psychotherapy. Under no circumstances, due to the caller's physical absence, can this service be considered a substitute for psychotherapy.

### EMERGENCY KIT

If you find yourself without sufficient personal belongings due to being placed in quarantine or hospitalised as a result of an epidemic or pandemic, we will cover the cost of essential items, subject to the presentation of supporting documents, up to the amount specified in the Table of Cover.

## DESCRIPTION OF SUPPLEMENTARY PERSONAL ASSISTANCE COVER

If, during your trip, you fall ill or have an accident resulting in your emergency hospitalisation for more than 48 hours and your repatriation, we will provide you with additional services and benefits, provided that you submit a

within fifteen days of your return home.

**These services are available only in France and operate from Monday to Saturday (excluding public holidays) from 8 am to**

**1 am, provided you contact us no later than 1 am the day before.**

**MEDICATION DELIVERY**

If you are issued with a prescription for essential medicines and are unable to leave your home, we will arrange to source, purchase and deliver these medicines to your home, subject to their availability in pharmacies, using the prescription you provide.

We will pay for the medicines in advance, and you will reimburse us when they are delivered to you. We cover the cost of the delivery service.

**HOUSEHOLD GROCERY DELIVERY**

When you are unable to leave your home, we will organise and cover, subject to local availability, the delivery costs for your shopping up to the limit set out in the Table of Benefits.

**HOUSEHOLD HELP**

If you are unable to carry out routine household tasks yourself, we will find, arrange and cover the costs of a domestic helper, up to the limit specified in the Table of Benefits.

**CHILD CARE**

If you have children under the age of 16 living with you:

We will organise and cover the cost of childcare at your home between 7 am and 7 pm, subject to local availability, up to the duration specified in the Table of Benefits. The person responsible for looking after your children may, if no relative is available, take them to school or nursery and collect them again;

**PET CARE**

If, following an accident or illness, you are unable to look after your pets (dogs and cats), we will arrange and cover, subject to local availability, the costs of boarding your pets for the period specified in the Table of Benefits, provided they have received the compulsory vaccinations.

**EDUCATIONAL SUPPORT FOR CHILDREN UNDER 18**

If, following an accident or illness during your stay, your child under the age of 18 is unable to move for a period exceeding 15 consecutive days, resulting in an absence from school of the same duration, we will organise and cover the costs, subject to local availability, of private tuition with a tutor, up to the limit specified in the Table of Benefits.

Our guarantee applies from the first month of absence and throughout the current school year for primary and secondary school pupils (lower and upper secondary).



## EXCLUSIONS FROM PERSONAL ASSISTANCE COVER

### EXCLUSIONS FROM PERSONAL ASSISTANCE AND SUPPLEMENTARY PERSONAL ASSISTANCE

We will not provide assistance in the following circumstances:

- Journeys undertaken for the purpose of diagnosis and/or treatment,
- Medical and hospitalisation costs in the country of residence,
- Intoxication, suicide or attempted suicide and their consequences,
- Any deliberate self-harm by the Insured Person,
- Minor ailments or injuries that can be treated on the spot and/or do not prevent the Insured from continuing their journey,
- Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary termination of pregnancy, and the after-effects of childbirth,
- Convalescence and conditions currently under treatment, not yet fully recovered and carrying a risk of sudden deterioration,
- Pre-existing conditions that have required hospitalisation within the 6 months prior to the date of departure,
- Events related to medical treatment or surgical procedures that are not of an unforeseen, fortuitous or accidental nature,
- The cost of prosthetics: optical, dental, hearing, functional, etc.

- The consequences of situations involving a risk of infection in the context of an epidemic which are subject to quarantine or specific preventive or monitoring measures imposed by the international health authorities and/or the local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise specified in the cover,
- The costs of spa treatments, cosmetic treatments, vaccinations and related expenses,
- Stays in nursing homes and related costs,
- Rehabilitation, physiotherapy, chiropractic treatment and related costs,
- Scheduled hospitalisations

MGEN PORTUGAL and/or ASSUR TRAVEL ASSISTANCE/HEALTHCASE cannot be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or events such as civil or foreign war, riots or popular uprisings, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, nuclear fission, the explosion of devices and radioactive effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences

## EXCLUSIONS COMMON TO ALL COVERAGES

Claims arising from the occurrence of any of the following events are always excluded from all the cover provided under the Contract:

- Services that were not requested during the trip or that were not organised by us, or in agreement with us, do not entitle the insured to a refund or compensation after the event,
- Meal and hotel costs, except those specified in the text of the cover,
- Damage caused intentionally by the Insured and damage resulting from their involvement in a crime, offence or brawl, except in cases of self-defence,
- The amount of any fines and their consequences,
- The use of narcotics or drugs that medically prescribed,
- Being under the influence of alcohol,
- Customs charges,
- Participation as a competitor in a competitive sport or rally eligible for national or international ranking, organised by a sports federation for which a licence is issued, as well as training for such competitions,
- The professional practice of any sport,
- Participation in endurance or speed competitions or events and their preparatory trials, aboard any land, water or air vehicle,
- The consequences of failure to comply with recognised safety rules relating to the practice of any recreational sporting activity,
- Costs incurred after returning from the trip or after the cover has expired,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high-altitude mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, and snow sports involving international, national or regional rankings,
- Deliberate failure to comply with the regulations of the country visited or the pursuit of activities not authorised by the local authorities,
- Official prohibitions, seizures or coercive measures by law enforcement agencies,
- The Insured's use of aircraft,
- The use of military equipment, explosives and firearms,

- Damage resulting from wilful misconduct or fraud on the part of the Insured in accordance with Article L.113-1 of the Insurance Code,
- Suicide and attempted suicide,
- Epidemics and pandemics, unless otherwise specified in the cover, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular uprisings, acts of terrorism, hostage-taking,
- The disintegration of the atomic nucleus or any radiation emanating from a source of energy of a radioactive nature.

It is specified that for all claims arising in the USA or CANADA, the costs of expert fees, legal fees, court fees and legal proceedings are included in the sum insured and subject to the application of the excess.

The following are always excluded from cover: any Member listed in any official, governmental or police database of known or suspected terrorists; any Insured Person who is a member of a terrorist organisation, a drug trafficker, or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons.

## LEGAL FRAMEWORK

### PROVISION OF THE INFORMATION NOTICE

In accordance with Article L.141-4 of the Insurance Code, the Policyholder undertakes to provide any Beneficiary of this policy with the information notice drawn up for this purpose.

### ASSESSMENT OF DAMAGES

If the damage cannot be determined by mutual agreement, it shall be assessed by means of an amicable and mandatory assessment, subject to our respective rights.

Each of us shall appoint our own assessor. If these assessors cannot agree, they shall call upon a third assessor, and all three shall act jointly and by majority vote.

If one of us fails to appoint an expert, or if the two experts cannot agree on the choice of a third, the appointment shall be made by the President of the High Court of the place where the incident occurred. This appointment shall be made upon a simple request signed by at least one of us; the party who has not signed shall be summoned to the expert assessment by registered letter.

Each party shall bear the costs and fees of its own expert and, where applicable, half of those of the third expert.

### INTERNATIONAL SANCTIONS

These coverages shall be of no effect where the Insurer is prohibited from providing a contract or insurance service as a result of sanctions, restrictions or prohibitions provided for by laws and regulations, or where the insured property and/or activities are subject to any sanctions, restrictions, total or partial embargoes or prohibitions provided for by laws and regulations.

### HANDLING OF CLAIMS

A complaint is the verbal or written expression of dissatisfaction with a professional. A request for a service, information or advice does not constitute a complaint.

#### Insurance

For any claims relating to your insurance cover, please contact ASSUR TRAVEL on +33 (0)3 20 30 74 12.

#### Assistance

For any claims regarding your assistance cover, please contact HEALTHCASE by calling +33 (0)3 53 65 42 00.

If your verbal complaint is not resolved to your satisfaction, please write to us, either by email to:

[qualiteclients@assur-travel.fr](mailto:qualiteclients@assur-travel.fr)

or by post to:

**ASSUR TRAVEL  
CUSTOMER SERVICE  
ACTIBURO BUSINESS PARK - GG Rue Parmentier  
5G650 Villeneuve d'Ascq**

In the event of a written complaint, we will acknowledge receipt of it within a maximum of 10 working days from the date of dispatch.

We will provide you with a written response no later than two months from the date the complaint was sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to the Insurance Ombudsman via the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Insurance Ombudsman, TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take legal action.

### DATA COLLECTION

The Insured acknowledges that they have been informed that the Insurer processes their personal data in accordance with the regulations on the protection of personal data in force and that, furthermore:

- answers to the questions asked are mandatory and that, in the event of false statements or omissions, the consequences for the policyholder may include the nullity of the contract (Article L 113-8 of the Insurance Code) or a reduction in compensation (Article L 113-9 of the Insurance Code),
- the processing of personal data is necessary for the conclusion and performance of the contract and its cover, for the management of commercial and contractual relations, or for compliance with applicable legal, regulatory or administrative provisions,
- The data collected and processed is retained for the period necessary to fulfil the contract or comply with the legal obligation. This data is then archived in accordance with the time limits set out in the provisions relating to limitation periods,
- The recipients of the data concerning the data subject are, within the limits of their remit, the Insurer's departments responsible for the conclusion, management and performance of the Insurance Contract and

the Insurer’s guarantors, delegates, agents, partners, subcontractors and reinsurers in the course of carrying out their duties.

It may also be disclosed, where necessary, to professional bodies and to any persons involved in the contract, such as solicitors, experts, court officers and bailiffs, curators, guardians and investigators.

Information concerning the policyholder may also be disclosed to the Managing Broker, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant government departments, supervisory and regulatory authorities, and any public bodies authorised to receive such information, as well as bodies responsible for auditing, such as statutory auditors, auditors and internal audit departments).

- As a financial institution, the Insurer is subject to legal obligations arising primarily from the Monetary and Financial Code regarding the fight against money laundering and the financing of terrorism and, as such, it carries out contract monitoring which may lead to the filing of a suspicious activity report or the freezing of assets.

Data and documents relating to the Insured are retained for a period of five (5) years from the date the policy is terminated or the relationship ceases.

- Their personal data may also be used as part of anti-insurance fraud measures, which may, where applicable, result in their inclusion on a list of persons presenting a risk of fraud.

Such inclusion may result in a delay in the processing of their claim, or even a reduction in or refusal of the benefit of a right, a benefit, a contract or a service offered.

In this context, personal data relating to you (or to the parties to or interested in the contract) may be processed by any authorised persons working within the Insurer Group’s entities as part of the fight against fraud. This data may also be disclosed to authorised personnel of organisations directly affected by fraud (other insurance organisations or intermediaries, judicial authorities, mediators, arbitrators, court officers, ministerial officers, third-party organisations authorised by law and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to assess the alert, after which the data is deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five (5) years from the closure of the fraud case, or until the conclusion of legal proceedings and the expiry of the applicable limitation periods.

For individuals included on a list of suspected fraudsters, data concerning them is deleted after a period of five years from the date of inclusion on that list.

- In its capacity as an Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time of

taking out the policy, during its term, or in the context of dispute resolution,

- Personal data may also be used by the Insurer in connection with data processing operations it carries out for the purposes of research and development, with a view to improving the quality or relevance of its future insurance and/or assistance products and service offerings,
- personal data concerning the data subject may be accessible to certain employees or service providers of the Insurer based in countries outside the European Union,
- The Insured Party has the right, upon providing proof of identity, to access, rectify, erase and object to the processing of their data. They also have the right to request that the use of their data be restricted when it is no longer necessary, or to receive the data they have provided in a structured format where such data is necessary for the performance of the contract or where they have consented to the use of such data.

They have the right to set out guidelines regarding the handling of their personal data after their death. These guidelines, whether general or specific, concern the retention, erasure and disclosure of their data following their death.

These rights may be exercised by contacting the Insurer’s Data Protection Officer:

- by email: at [dpo@assur-travel.fr](mailto:dpo@assur-travel.fr)

or

- by post: by writing to the following address: **ASSUR TRAVEL, for the attention of the DPO, GG rue Parmentier - Zone Actiburo - 5G650 Villeneuve d’Ascq.**

If, after making a request to the Data Protection Officer, the data subject has not received a satisfactory response, they may refer the matter to the CNIL (Commission Nationale de l’Informatique et des Libertés) by post to the following address: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

### APPLICABLE LAW AND LANGUAGES

This contract is governed by French law. The contracting parties agree to submit to the jurisdiction of the French courts and waive any proceedings in any other country.

### DECLARATION OF OTHER INSURANCE POLICIES

If, during the same period of cover under this policy, the policyholder takes out one or more other insurance policies covering the same risks, the policyholder must declare this to the Insurer, failing which the penalties provided for in the Insurance Code shall apply, namely the nullity of the policy or a reduction in the compensation payable.

### REQUEST FOR INFORMATION

It is agreed that the Insurer reserves the right at any time to request from the policyholder any information necessary to assess, at its fair value, the development of the risk associated with the policy.

### MULTIPLE INSURANCE POLICIES

If there are other insurance policies of the same nature, taken out without fraud and providing the same cover, for the same interest, each of these policies shall take effect within the limits of its cover (Article L.121-4 of the Insurance Code).

The compensation may not exceed the amount of the loss, regardless of the date on which the insurance was taken out (Article L.121-1 of the Insurance Code).

Within these limits, the policyholder may claim compensation for their loss by contacting the Insurer of their choice. The contribution of each Insurer is determined by applying to the amount of the loss the ratio between the compensation that the Insurer would have paid had it been the sole Insurer and the aggregate amount of compensation that would have been payable by each Insurer had it been the sole Insurer.

### SUBROGATION

In accordance with the provisions of Article L121-12 of the Insurance Code, the Insurer is subrogated, up to the amount of the compensation paid by it, to the rights and claims that the Beneficiary/Insured may have against third parties liable for the damage.

### LIMITATION PERIOD

Any claim arising from the Contract and the policy is subject to a limitation period of two years from the date of the event giving rise to the claim. The limitation period may be interrupted, in particular, by the appointment of an expert following a Claim or by the Insurer or the Policyholder sending a registered letter with acknowledgement of receipt to the other party.

#### Article L114-1 of the Insurance Code:

“All actions arising from an insurance contract are time-barred two years from the event giving rise to them. However, this period shall not run:

1° In the event of concealment, omission, or a false or inaccurate declaration regarding the risk involved, only from the date on which the insurer became aware of it;

2. In the event of a claim, the limitation period shall run only from the date on which the parties concerned became aware of it, provided they can prove that they were unaware of it until that time. Where the insured party's claim against the insurer arises from a claim by a third party, the limitation period shall run only from the date on which that third party brought legal proceedings against the insured party or was compensated by the latter. [...]”

#### Article L114-2 of the Insurance Code:

“The limitation period is interrupted by any of the ordinary grounds for interruption of the limitation period and by the appointment of experts following a claim. The interruption of the limitation period for the action may, in

“Furthermore, it may result from the sending of a registered letter with acknowledgement of receipt by the insurer to the insured in respect of a claim for payment of the premium, and by the insured to the insurer in respect of the payment of compensation.”

The ordinary grounds for interruption of the limitation period, referred to in Articles 2240 to 2246 of the Civil Code, are a summons to appear in court, even in summary proceedings, a writ of payment or attachment, as well as the acknowledgement by one party of the other party's right.

#### Article L114-3 of the Insurance Code:

‘Notwithstanding Article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, alter the limitation period or add to the grounds for its suspension or interruption.’

### FALSE DECLARATIONS

Even if they have no bearing on the claim:

**a) Any concealment of facts or intentional misrepresentation at the time of concluding the contract or during the term of the contract, where this alters the nature of the risk or reduces the Insurers' assessment of it, shall result in the contract being void, in accordance with the provisions of Article L 113-8 or L 121-3 of the Insurance Code.**

b) An omission or inaccuracy in the declaration of circumstances shall not render the contract void unless the insured's bad faith is established. If such an omission or inaccuracy is discovered before any claim is made, the Insurer may either maintain the contract subject to an increase in premium accepted by the policyholder, or terminate it. Where the discovery is made only after a claim has been made, the omission or inaccuracy shall be penalised by a reduction in the indemnity, in proportion to the premiums paid compared with the premiums that would have been due had the risks been accurately and fully declared (Article L113-9 of the Insurance Code). The rate used as the basis for this reduction is that applicable either on the date on which the fact should have been brought to the Insurer's attention in the case of an omission, or on the date on which the fact was notified to the Insurer in the case of an inaccuracy.

In the event of fraud on the part of the Insured or the Policyholder, the Insurer shall retain the entire premium.

### REGULATORY AUTHORITY

The supervisory authority for ASSUR TRAVEL is the ACPR, 4 place de Budapest CS 92459, 75436 Paris cedex 09.

The supervisory authority for MGEN Portugal is the Autoridade de Supervisão de Seguros e Fundos de Pensões.

