

GENERAL & SPECIAL
CONDITIONS



POLICY N°4.001.590.330.

INSURANCE
PRIVILEGES
VACANCES

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In case of legal problems with this contract, only the French version will be taken into consideration.

CONTRACT N°

- MULTIPLE-RISK
- SANITARY PROTECTION Option / 20
- SOLIDARY CANCELLATION Extension 10-20 policyholders
- RAPATRIATION ASSISTANCE Extension 91-366 days

ADMINISTRATIVE MANAGEMENT OF THIS CONTRACT HAS BEEN ENTRUSTED TO ASSUREVER, INSURANCE BROKER, REGISTERED WITH ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

ASSUREVER LEGAL MENTIONS: https://public.assurever.com/Mentions_legales.jpg.

ASSUREVER IS SUBJECT THE SUPERVISION OF THE FRENCH PRUDENTIAL CONTROL AUTHORITY (ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

THE COVERAGE PROVIDED BY YOUR CONTRACT, WITH THE EXCEPTION OF ASSISTANCE SERVICES, IS GOVERNED BY THE FRENCH INSURANCE CODE. YOUR CONTRACT INCLUDES THE PRESENT GENERAL TERMS AND CONDITIONS, COMPLETED BY YOUR SUBSCRIPTION CERTIFICATE. AMONG THE COVERAGE DESCRIBED HEREAFTER, THE COVERAGE YOU HAVE PERSONALLY SELECTED IS INDICATED IN YOUR SUBSCRIPTION CERTIFICATE, ACCORDING TO THE FORMULA TO WHICH YOU HAVE SUBSCRIBED AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

PLEASE READ YOUR GENERAL TERMS AND CONDITIONS CAREFULLY. THESE INDICATE OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND PROVIDE ANSWERS TO QUESTIONS YOU MAY HAVE.

IMPORTANT

In the event of a Claim requiring a cancellation, you must cancel your booking with your Travel Operator as soon as you become aware of it.

To be entitled to the "Holiday Cancellation" cover or any of the other Insurance benefits of this policy, you must send us your notice of claim within five working days following the occurrence of the event to:

ASSUREVER
Service Gestion Clients
TSA 52216
18039 BOURGES CEDEX
Tel. : +33 1 73 03 41 01
Email : gestion@assurever.com

To be entitled to assistance cover under this policy, it is **ESSENTIAL** that you first contact the public emergency services and then contact **MUTUAIDE** Assistance prior to any intervention or personal initiative in order to obtain an incident number which will be needed for us to bear the expenses of providing assistance.

Assistance 24h/24 et 7d/7 : **+33 9 78 45 25 64**

TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

MULTIPLE-RISK

BENEFITS	AMOUNTS INCL. TAX maximum per person
Cancellation of trip <ul style="list-style-type: none">A/ Cancellation for Medical reason of the Insured, his spouse or de facto spouse, ascendants or descendants up to 2nd degree, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law<ul style="list-style-type: none">↳ ExcessB/ Cancellation in ALL PROVEN CASES<ul style="list-style-type: none">↳ Excess	<ul style="list-style-type: none">• €50,000 per person and €135,000 per event• €50 per person• 10% of the amount of cover with a minimum of €50 per person
Cancellation of activities <ul style="list-style-type: none">↳ Excess	<ul style="list-style-type: none">• €1,000 per person and €10,000 per event• €50 per person
Missed departure / Missed return	<ul style="list-style-type: none">• €1,000 per person and €10,000 per event

Luggage and personal belongings

- Luggage
 - On presentation of supporting documents
 - ↳ *Excess*
 - On non-presentation of supporting documents
 - Valuable items
 - ↳ *Excess*
 - Personal belongings
 - ↳ *Excess*
 - Delayed luggage delivery
 - On presentation of supporting documents
 - On non-presentation of supporting documents
 - Theft of identity documents
- €2,000 per pers. and €20,000 per event
 - €50 per case
 - €150 flat rate per person and €750 per event
 - €500 per person
 - €50 per case
 - €1,000 per person
 - €50 per case
 - €300 per person
 - €50 flat rate per person
 - €200 per person

Transport delay

- Delay of 4 hours to 7 hours
 - Delay of more than 7 hours
- €100 per person and €1,000 per event
 - €200 per person and €2,000 per event

Flight Safety Guarantee

- Cancellation of the trip, in case of :
 - Total cessation of activity of the Airline, due to its financial failure
 - Strikes by airlines and/or airport personnel
 - Delay of more than 7 hours
 - ↳ *Excess*
- Reimbursement of the trip with a maximum of €2,500 per person
 - €30 per person

Price revision

- Price revision for :
 - Fuel Surcharge
 - Increase in taxes and other port and airport charges
 - Change in currency exchanges rates
 - ↳ *Excess*
- €150 per person
 - €20 per person

Repatriation Assistance

See details of the maximum care according to your country of residence

- Rapatriation or medical transport
 - Accompaniment during rapatriation or transport
 - Return of children under 15
 - Companion during hospitalisation
 - Extension of hotel stay
 - Hotel expenses
 - Additional reimbursement of medical, surgical, pharmaceutical and hospitalisation expenses outside the country of residence of the Insured Person
 - ↳ *Excess*
 - Dental care
 - Advance of medical expenses
 - Transport of the body in the event of death
 - Repatriation of the body
 - Funeral expenses necessary for transport
 - Early return
 - Payment of search and rescue costs
- Actual costs
 - Return ticket
 - Return ticket
 - Return ticket + hotel expenses €150 per night (maximum 10 days)
 - Maximum 10 nights
 - €150 per night (maximum 10 days)
 - €150,000 € per person and €500,000 per event
 - €150 € per person
 - €150 per person
 - €150,000 € per person and €500,000 per event
 - Actual costs
 - €2,500
 - Return Ticket
 - €4,500 per person and €9,000 per event

<ul style="list-style-type: none"> • Assistance in the main residence • Advance of funds • Legal Assistance abroad <ul style="list-style-type: none"> • Payment of lawyer's fees • Advance of criminal bail • Shipment of medication • Transmission of messages 	<ul style="list-style-type: none"> • €150 € per case • €1,500 per person • €1,500 • €7,500 • Shipping costs
Force Majeure Guarantee	
<p><i>Before departure</i></p> <ul style="list-style-type: none"> • In the case of trips reimbursed by the service provider <ul style="list-style-type: none"> • Insurance reimbursement • Reimbursement of pre/post shipment or • In the case of trips postponed by the service provider <ul style="list-style-type: none"> • Reimbursement of pre-routing • Increase in the price of the postponed trip <p><i>During the trip</i></p> <ul style="list-style-type: none"> • Impossible return <ul style="list-style-type: none"> • Hotel expenses : Packages • Hotel expenses : Flight only 	<ul style="list-style-type: none"> • Amount of travel insurance premium • Maximum €150 per passenger • Maximum €150 per passenger • 15% of the amount of the trip with a maximum of €200 per passenger • €80 per night per passenger (maximum 6 nights) • €50 per night per passenger (maximum 2 nights)
Costs of interruption of trip	<ul style="list-style-type: none"> • €10,000 per person and €100,000 per event
Compensation trip	<ul style="list-style-type: none"> • €2,500 per person (maximum 2 person) and €5,000 per event
Civil liability	
<ul style="list-style-type: none"> • Physical injury, material and immateriel damage • Including material and immaterial consequential damage <ul style="list-style-type: none"> ↳ <i>Absolute excess</i> 	<ul style="list-style-type: none"> • €100,000 per claim • €75,000 per claim • €150 per claim
Individual travel accident	
<ul style="list-style-type: none"> • Accidental death • Total permanent invalidity following an accident 	<ul style="list-style-type: none"> • €15,000 per person • €150,000 per event
Weather Guarantee	
<ul style="list-style-type: none"> • Snow guarantee • Sun guarantee • Various weather conditions guarantee 	<ul style="list-style-type: none"> • €100 per case • €100 per case Hotel expenses • €100 maximum per case
24-hour Peace of Mind Guarantee	<ul style="list-style-type: none"> • +33 9 78 45 25 64
Kids Line	<ul style="list-style-type: none"> • +33 9 78 45 25 64
24-hour service	
<p><i>Before the trip</i></p> <ul style="list-style-type: none"> • Health information • Weather inforamtion • Administrative information • Additional tourist information <p><i>During the trip</i></p> <ul style="list-style-type: none"> • Quality assistance at your place of stay • Administrative assistance • Transmission of messages 	<ul style="list-style-type: none"> • +33 9 78 45 25 64

SANITARY PROTECTION OPTION

This guarantee complements the Multiple-risk formula.

BENEFITS	AMOUNTS INCL. TAX maximum per person
Sanitary Protection Cancellation <ul style="list-style-type: none">• Serious illness in case of epidemic or pandemic• Cancellation in the event of lack of vaccination against Covid 19• Cancellation for refusal on boarding at the airport, train station, bus station or departure ferry terminal following a temperature check<ul style="list-style-type: none">↳ Excess	<ul style="list-style-type: none">• €50,000 per person and €135,000 per event• 10% of the amount of cancellation fees with a minimum of €50 per person (Sanitary Protection)• 20% of the amount of cancellation fees with a minimum of €50 per person (Sanitary Protection 20)
Sanitary Protection Assistance <ul style="list-style-type: none">• Pre-departure teleconsulting• Repatriation or sanity transport (including epidemic or pandemic)• Impossible return• Hotel expenses due to impossible return• Hotel expenses following quarantine• Medical expenses abroad including epidemic or pandemic<ul style="list-style-type: none">↳ Excess• Taking charge of a local telephone package• Psychological support• Substitute suitcase• Home help• Delivery of household goods• Psychological support following repatriation	<ul style="list-style-type: none">• 1 call• Actual costs• €1,000 maximum per person and €50,000 maximum per group• Hotel costs €150 per night (maximum 14 nights)• Hotel costs €150 per night (maximum 14 nights)• €150,000 per person• €150 per person• Up to €80• 6 consultations per event• €100 maximum per person and €350 maximum per family• 15 hours spread over 4 weeks• 1 delivery per week (maximum 2 weeks)• 6 interviews per event

The guarantees indicated above are applicable for the duration of the trip corresponding to the invoice issued by the organizer with a **maximum of 90 days** (366 days for the Repatriation Assistance cover if you have subscribed to this extension and paid the corresponding premium) from the date of departure on the trip.

The PRICE REVISION is only valid if you have subscribed to the "Multiple-risk" formula only on the day of your booking for the trip and you have paid the corresponding premium.

The SANITARY PROTECTION is only valid if you have taken out it in addition to the "Multiple-risk" formula and you have paid the corresponding premium. This cover must be taken out on the day you register for the trip and simultaneously with the taking out of the "Multirisk" formula.

HOW LONG IS THE CONTRACT?

The validity period corresponds to the duration of the services sold by the Travel Operator.

In no case may the duration of the contract exceed 12 months from the day of departure on the trip.

GENERAL PROVISIONS

As with any insurance and assistance contract, this one includes rights for you as well as obligations for us. It is governed by the French Insurance Code, including, where applicable, the special provisions for risks located in the departments of Bas-Rhin, Haut-Rhin and Moselle. These rights and obligations are explained in the following pages.

The mention "ALL PROVEN CASES" exclusively concerns the CANCELLATION guarantee.

PROVISIONS COMMON TO ALL GUARANTEES

DEFINITIONS

Abroad

By "Abroad" we mean the whole world except the country of origin.

Accident

A sudden and fortuitous event affecting any natural person, unintentional on the part of the victim, resulting from the sudden action of an external cause and preventing them from moving by their own means

Adherent

The natural or legal person who requests membership in the contract for the benefit of the Insured is considered to be a Adherent.

Airline bankruptcy

Situation where the Insured with valid tickets cannot benefit from the scheduled flights when:

- following its liquidation, the cessation of activity of the airline leads to an unexpected cancellation of flights;
- no counter-proposal is provided by the organizer or the airline to the traveler.

Attack

Any act of violence, constituting a criminal or illegal attack, committed against persons and/or property, in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror, and which is the subject of media coverage. This "attack" must be recorded by the French Ministry of Foreign Affairs.

Beneficiary

The Insured or their rights-holder are considered to be the Beneficiary.

Cancellation

The pure and simple cancellation of the trip you have booked, following the reasons and circumstances giving rise to our guarantee which are listed under the heading "Trip cancellation".

Claim

Random event, likely to trigger the guarantee of this contract

COM

French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Barthélemy and Saint Martin.

Distributor

The Distributor is the legal entity that presents and offers this contract to the Adherent. The Distributor may be the Travel Operator, the Travel Organizer or the broker. The Distributor's headquarters must be located in Europe.

Domicile

Domicile means your main and habitual place of residence. In the event of a dispute, the tax domicile constitutes the domicile.

DROM

Guadeloupe, Guyana, Martinique, Mayotte and Reunion.

Epidemic

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

Europe

By "Europe" we mean the countries of the European Union, the United Kingdom, Switzerland, Norway or the Principality of Monaco.

Excess

Part of the compensation remaining the responsibility of the Beneficiary.

Flight confirmation

Formality enabling the purchase of the ticket to be validated and the reservation of seats to be maintained. The terms and conditions are defined in the organizer's Conditions of Sale.

France

By "France" we mean metropolitan France, Corsica, DROM and COM.

Insured

The Insured, hereinafter referred to as "You", is considered to be the natural person benefiting from the insurance guarantees and assistance services of this contract taken out by the Adherent.

Insurer / Us

The Insurer is **Helvetia Global Solutions Ltd** (hereinafter referred to as the "Insurer" or "Helvetia"), a public limited company under Liechtenstein law with its registered office at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered in the Commercial Register of the Principality of Liechtenstein under number FL-0002.191.766-9, approved as an insurance company by the Financial Market Supervisory Authority of the Principality of Liechtenstein (FMA Liechtenstein). Helvetia is authorized to carry out insurance activities in France under the freedom to provide services, notified to the ACPR (ID Refassu: 224324).

Luggage

Travel bags, suitcases, trunks and their contents, excluding clothing items that you wear on you.

Managing broker

The Broker managing individual and optional memberships and related insurance claims is ASSUREVER, a public limited company with capital of 41,320 euros, registered with the RCS Paris B 384.706.941, whose head office is located at 350 rue de Vaugirard 75015 Paris, France, and registered with ORIAS under number 07 028 567 (www.orias.fr), on behalf of the Insurer.

Maximum per event

In the event that the guarantee is exercised in favor of several Insureds who are victims of the same event and Insureds under the same Special Provisions, the insurer's guarantee is in any event limited to the maximum amount provided for under this guarantee regardless of the number of victims. Consequently, the compensation is reduced and paid proportionally to the number of victims.

Member of family

The spouse or notorious common-law partner, civil partner, ascendants or descendants, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews and nieces of the Insured or his spouse and legal guardian of the Insured or his spouse.

Native country

The country of origin is considered to be the country of your residence.

Natural disaster

Phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood, a typhoon, a hurricane, a cyclone or a natural cataclysm, having been caused by the abnormal intensity of a natural agent, and recognized as such by the public authorities.

Non-scheduled charter flight

Flight chartered by a tourism organization as part of a non-scheduled service.

Pandemic

Epidemic that develops over a vast territory, transcending borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Particular dispositions

Document duly completed by the Adherent or Distributor on which appear the first and last name of each Insured, travel dates, destination country, guarantee period, price including tax of the trip, the date of issue of this document, as well as the formula and amount of the corresponding insurance premium. Only subscriptions for which the corresponding insurance premium has been paid are taken into account in the event of a claim.

Quarantine

Isolation of a person, in case of suspicion of illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading the said illness in the context of an epidemic or pandemic.

Regular flight

Scheduled flight performed by a commercial aircraft, the precise times and frequencies of which comply with the references published in the GDS (Global Distribution System Amadeus, Sabre, Galileo...).

Serious illness

Sudden and unforeseeable deterioration in health noted by a competent medical authority resulting in the issue of a prescription for medication for the benefit of the patient and involving the cessation of all professional or other activity.

Spouse

By Spouse, we must understand:

- la the person linked to the Insured by marriage and not legally separated;
- the person who lives maritally with the Insured and under the same roof, in the same community of interests as a married couple;
- the Co-signer of a Civil Solidarity Pact with the Insured.

Subscriber to individual and optional membership

The Distributor acting on behalf of the Adherent is considered to be the subscriber to the individual and optional membership of the group insurance contract.

Subscriber to the group insurance contract

The subscriber to the group insurance contract with the Insurer is NEAT, an insurance brokerage company, SAS with share capital of €77,610.25, whose head office is located at 117 Quai de Bacalan, 33300 BORDEAUX, registered in the Bordeaux Trade and Companies Register under number 913 676 581, and with ORIAS under number 22004644, Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code.

Train ticket

Rail transport tickets.

Travel operator

The Travel Operator is considered to be the legal entity that sells the Trip.

Travel organizer

The Travel Organizer is considered to be the legal entity responsible for the execution of the services included in the Trip.

Trip

Travel and/or stay, package, rental, cruise, transport ticket (including flight only) booked with the Travel Operator, the dates, destination and cost of which appear in the Special Provisions.

TERRITORIAL EXTENT OF GUARANTEES

The guarantees apply worldwide.

Excluded are countries listed by the French Ministry of Foreign Affairs as being in a state of civil or foreign war, of notorious political instability, suffering reprisals, restrictions on the free movement of people and goods and this for whatever reason, in particular health, security, meteorological, countries suffering acts of terrorism, having suffered natural disasters or a disintegration of the atomic nucleus as well as countries suffering any other case of force majeure.

HOW TO USE OUR SERVICES?

→ DO YOU NEED ASSISTANCE?

In case of emergency, it is imperative to contact the emergency services for any problems falling within their competence. In order to allow us to intervene, we recommend that you prepare your call.

We will ask you for the following information:

- your name(s) and first name(s);
- your contract number;
- the exact location where you are, the address and the telephone number where you can be reached.

You must:

- contact the assistance desk without delay on the telephone number: **09 78 45 25 64** (+33 9 78 45 25 64 from abroad);
- obtain our prior agreement before taking any initiative or incurring any expense;
- comply with the solutions that we recommend;
- provide us with all the elements relating to the contract taken out;
- provide us with all the original supporting documents for the expenses for which reimbursement is requested.

Only a phone call from the Insured at the time of the event allows the implementation of assistance services.

Upon receipt of the call, the Insurer, after having verified the rights of the applicant, organizes and takes charge of the services provided for in this agreement.

To benefit from a service, the Insurer may ask the Insured to justify the capacity that he invokes and to produce, at his expense, the documents proving this right.

The Insured must allow our doctors access to all medical information concerning the person for whom we are intervening. This information will be treated in compliance with medical confidentiality.

The Insurer may not, under any circumstances, replace local emergency relief organisations and intervenes within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of transport costs by ambulance or taxi to the nearest place where appropriate care can be provided, in the event of a minor illness or slight injuries requiring neither repatriation nor medical transport.

The interventions that the Insurer is required to carry out are carried out in full compliance with national and international laws and regulations. They are therefore linked to obtaining the necessary authorisations from the competent authorities.

When the Insurer has taken charge of the transport of an Insured, the latter must return his or her return ticket initially planned and unused.

The Insurer decides on the nature of the air ticketing made available to the Insured based on the possibilities offered by the air carriers and the duration of the journey.

→ **YOU WISH TO REPORT A CLAIM COVERED UNDER THE INSURANCE GUARANTEE?**

Within 5 days in any case, you or any person acting on your behalf must contact ASSUREVER, either by email, telephone or post:

ASSUREVER

Service Gestion Clients

TSA 52216

18039 BOURGES CEDEX

Tel. : + 33 1 73 03 41 01

Email : gestion@assurever.com

Offices open Monday to Friday from 9:00 a.m. to 6:00 p.m.

CUMULATION OF GUARANTEES

If the risks covered by this contract are covered by another insurance, you must inform us of the name of the insurer with whom another insurance has been taken out (article L121-4 of the Insurance Code) as soon as this information has been brought to your attention and at the latest when reporting the claim.

FALSE STATEMENTS

When they change the object of the risk or diminish our opinion of it:

- any reticence or intentionally false declaration on your part results in the nullity of the contract. The premiums paid remain acquired by us and we will be entitled to demand the payment of the premiums due, as provided for in article L113-8 of the Insurance Code,
- any omission or inaccurate declaration on your part whose bad faith is not established results in the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction of compensation in accordance with article L113-9 of the Insurance Code.

FORFEITURE OF SERVICES AND GUARANTEE FOR FRAUDULENT DECLARATION

In the event of a Loss or request for intervention under the assistance services and/or insurance guarantees (provided for in these General Provisions), if you knowingly use inaccurate documents as supporting documents or use fraudulent means or make inaccurate or reticent declarations, you will be deprived of any right to the assistance services and insurance guarantees, provided for in these General Provisions, for which these declarations are required.

WHAT ARE THE LIMITATIONS IN THE EVENT OF FORCE MAJEURE OR OTHER SIMILAR EVENTS?

We cannot in any case replace local organizations in the event of an emergency.

We cannot be held responsible for failures or delays in the execution of services resulting from cases of force majeure or events such as:

- civil or foreign wars, notorious political instability, popular movements, riots, attacks, acts of terrorism, piracy, reprisals,
- recommendations of the WHO or national or international authorities or restrictions on the free movement of people and goods, whatever the reason, in particular health, security, meteorological, limitation or ban on aeronautical traffic,
- strikes, explosions, pollution, natural disasters, disintegration of the atomic nucleus, or any irradiation from an energy source presenting a radioactive character,
- delays and/or impossibility to obtain administrative documents such as entry and exit visas, passports, etc. necessary for your transport within or outside the country where you are located or for your entry into the country recommended by our doctors for hospitalisation,
- use of local public services or of providers that we are required to use under local and/or international regulations,
- non-existence or unavailability of technical or human resources suitable for transport (including refusal of intervention).

EXCLUSIONS COMMON TO ALL COVERAGES

The general exclusions of the contract are the exclusions common to all assistance services and insurance guarantees described in these General Provisions.

Are excluded:

- civil or foreign wars, riots, popular movements, attacks, acts of terrorism, hostage-taking, unless otherwise stipulated in the guarantee;
- voluntary participation of an Insured in riots or strikes, brawls or assault;
- the consequences of the disintegration of the atomic nucleus or any irradiation from an energy source presenting a radioactive nature;
- pollution, natural disasters unless otherwise stipulated in the guarantee;
- the consequences of the use of medications, drugs, narcotics and similar products not medically prescribed, and of the abusive use of alcohol;
- aesthetic treatments and their consequences;
- epidemics and pandemics unless otherwise stipulated in the guarantee;
- any intentional act on your part that may result in the guarantee of the contract.

DAMAGE EXPERTISE

In the event of disagreement between the parties, each of them shall choose an expert. If the experts thus appointed do not agree, a third party expert shall be appointed by the President of the competent Court, of the place of Domicile of the Insured. This appointment shall take place upon simple request of the most diligent party made at the earliest 15 days after sending to the other party a registered letter of formal notice with acknowledgement of receipt.

Each party shall pay the costs and fees of its expert and, if applicable, half of the fees of the third party expert and the costs of its appointment.

No action may be taken against the Insurer until the third party expert has settled the dispute.

EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (including airlines) may impose restrictions on persons suffering from certain illnesses or pregnant women, which apply until the start of the transport, and may be modified without notice (for example, for airlines: medical examination, medical certificate, etc.). As a result, the repatriation of these persons may only be carried out subject to the absence of refusal by the carrier, and of course, the absence of an unfavourable medical opinion (as provided for and in accordance with the terms and conditions set out in the chapter "TRANSPORT/RAPATRIATION") with regard to the health of the Insured or the unborn child.

SUBROGATION

The Insurer is subrogated up to the amount of the compensation paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the facts that motivated its intervention.

When the services provided in execution of the agreement are covered in whole or in part with another company or institution, the Insurer is subrogated in the rights and actions of the Insured against this company or this institution.

WHAT ARE THE LIMITATION PERIODS?

In application of article L 114-1 of the Insurance Code, any action arising from this contract is prescribed by two years from the event which gives rise to it. This period is extended to ten years for death guarantees, the actions of the beneficiaries being prescribed at the latest thirty years from this event.

However, this period does not run:

- in the event of reticence, omission, false or inaccurate declaration on the risk incurred, only from the day the Insurer became aware of it;
- in the event of a claim, only from the day the interested parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is caused by the recourse of a third party, this limitation period only runs from the day on which this third party brought legal action against the Insured or was compensated by the latter.

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

- the debtor's recognition of the right of the person against whom he prescribed (Article 2240 of the Civil Code);
- legal action, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is void if the applicant withdraws his application or allows the proceedings to lapse, or if his application is definitively dismissed (Article 2243 of the Civil Code);
- a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is recalled that:

- The summons made to one of the joint and several debtors by a legal action or by an act of forced execution or the recognition by the debtor of the right of the person against whom he prescribed interrupts the limitation period against all the others, even against their heirs.
- On the other hand, the summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with respect to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. This summons or this recognition interrupts the limitation period, with respect to the other co-debtors, only for the share for which this heir is liable.

To interrupt the limitation period for the whole, with respect to the other co-debtors, it is necessary to have all the heirs of the deceased debtor served or to have all these heirs acknowledged (Article 2245 of the Civil Code).

The service of the principal debtor or his acknowledgement interrupts the limitation period against the surety (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:

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

EXERCISE OF THE RIGHT OF WAIVER PROVIDED FOR IN ARTICLE L.112-10 OF THE INSURANCE CODE (HAMON LAW)

You are invited to check that you are not already the beneficiary of a guarantee covering one of the losses guaranteed by the new contract. If this is the case, you have the right to cancel this contract for a period of 30 (calendar) days from its conclusion, without costs or penalties, if all of the following conditions are met:

- you have taken out this contract for non-professional purposes;
- this contract is in addition to the purchase of a good or service sold by a supplier;
- the contract you wish to cancel has not been fully executed;
- you have not reported any claims covered by this contract.

In this situation, you can exercise your right to cancel this contract by letter or any other durable medium addressed to the insurer of the new contract. The insurer is required to reimburse you the premium paid, within 30 days of your cancellation.

« I, the undersigned M.....residingrenounce my contract No.....subscribed with....., in accordance with article L 112-10 of the Insurance Code. I certify that I am not aware, on the date of sending this letter, of any claim involving a guarantee of the contract. »

If you wish to cancel your contract but do not meet all of the above conditions, check the cancellation terms provided in your contract.

COMPLAINTS – DISPUTES

1. For any complaints regarding your Assistance guarantees, you can contact NEAT Customer Service by mail or email at:

NEAT
Service Client
117 Quai de Bacalan
33300 BORDEAUX
reclamation@neat.eu

If you are not satisfied with the response you receive, you can send your complaint (mentioning the references of the file concerned and attaching a copy of any supporting documents) to the Insurer by email to the following address: complaints-hgs@helvetia.com

Helvetia undertakes to acknowledge receipt of your request within 10 working days. It will be processed within 2 months at the most.

If, after examining the complaint, the disagreement persists, the Beneficiary has the right to request the opinion of the Mediator without prejudice to other legal avenues of action, by email (mediation@mutualite.fr) or at the following address:

La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09
www.mediation-assurance.org

The opinion of the insurance mediator is not binding on the parties, who are free to accept or reject his proposed solution and to refer the matter to the competent court. The provisions of this paragraph are without prejudice to other legal remedies.

2. For any complaints about your Insurance guarantees, you can contact ASSUREVER by mail or email at :

ASSUREVER
Service Réclamation
TSA 52216
18039 BOURGES Cedex
reclamation@assurever.com

If you are not satisfied with the response you receive, you can send a letter (mentioning the references of the file concerned and attaching a copy of any supporting documents) to the Insurer by email to the address: complaints-hgs@helvetia.com

Helvetia undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at the most.

If, after examining the complaint, the disagreement persists, the Beneficiary has the right to request the opinion of the Mediator without prejudice to other legal avenues of action, by email (mediation@mutualite.fr) or at the following address:

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The opinion of the insurance mediator is not binding on the parties, who are free to accept or reject his proposed solution and to refer the matter to the competent court. The provisions of this paragraph are without prejudice to other legal remedies.

CONTROL AUTHORITY

The Autorité de Contrôle Prudential et de Résolution – 4, place de Budapest – CS 92459 – 75436 Paris Cedex 9.

PERSONAL DATA PROTECTION

The Insured acknowledges being informed that the Insurer processes his personal data in accordance with the regulations relating to the protection of personal data in force and that furthermore:

- the answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences for him may be the nullity of the adhesion to the contract (article L 113-8 of the Insurance Code) or the reduction of the compensation (article L 113-9 of the Insurance Code);
- the processing of personal data is necessary for the adhesion and execution of its contract and its guarantees, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force;
- the data collected and processed are kept for the duration necessary for the execution of the contract or the legal obligation. These data are then archived in accordance with the durations provided for by the provisions relating to the limitation period;
- the recipients of the data concerning him are, within the limits of their attributions, the departments of the Insurer in charge of the conclusion, management and execution of the Insurance Contract and the guarantees, its delegates, agents, partners, subcontractors, reinsurers within the framework of the exercise of their missions. They may also be transmitted if necessary to professional organizations as well as to all persons involved in the contract such as lawyers, experts, legal assistants and ministerial officers, curators, guardians, investigators. Information concerning him may also be transmitted to the Subscriber of the group insurance contract, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorized to receive them as well as to the departments in charge of control such as auditors, auditors as well as departments in charge of internal control);
- in its capacity as a financial institution, the Insurer is subject to legal obligations arising mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it implements contract monitoring processing that may result in the drafting of a suspicious transaction report or an asset freezing measure. The data and documents concerning the Insured are kept for a period of five (5) years from the closure of the contract or the termination of the relationship;
- his/her personal data may also be used as part of a treatment to combat insurance fraud which may lead, where applicable, to an entry on a list of people presenting a risk of fraud. This entry may have the effect of extending the study of his/her file, or even reducing or refusing the benefit of a right, benefit, contract or service offered. In this context, personal data concerning him (or concerning the persons party or interested in the contract may be processed by any authorized persons intervening within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, legal assistants, ministerial officers; third-party organizations authorized by a legal provision and, where applicable, victims of acts of fraud or their representatives). In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods. For persons registered on a list of suspected fraudsters, data concerning them is deleted after a period of 5 years from the date of registration on this list;
- in its capacity as Insurer, it is entitled to carry out data processing relating to offences, convictions and security measures either at the time of subscription to the contract, or during its execution or in the context of litigation management;
- personal data may also be used by the Insurer in the context of processing that it implements and the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers;
- personal data concerning it may be accessible to some of the Insurer's employees or service providers established in countries located outside the European Union;
- the Insured has, by proving his identity, a right of access, rectification, deletion and opposition to the data processed. He also has the right to request to limit the use of his data when it is no longer necessary, or to recover in a structured format the data he has provided when it is necessary for the contract or when he has consented to the use of this data. He has the right to define guidelines relating to the fate of his personal data after his death. These guidelines, general or specific, concern the conservation, deletion and communication of his data after his death. These rights can be exercised with the Data Protection Representative Delegate:
by email : to the address dpo@assurever.com
or
by mail : by writing to the following address: Délégué Représentant à la Protection des Données – ASSUREVER – 350 rue de Vaugirard – 75015 PARIS.

After having made a request to the Data Protection Officer and having not obtained satisfaction, he has the possibility of contacting the CNIL (National Commission for Information Technology and Civil Liberties).

APPLICABLE LAW AND JURISDICTION

This contract is governed by French law. The contracting parties declare that they submit to the jurisdiction of the French Courts and waive any procedure in any other country.

LANGUAGE USED

The language used in the context of pre-contractual and contractual relations is French.

CONTRACT

The insurance and assistance guarantees stipulated in this document are subscribed to by HELVETIA GLOBAL SOLUTIONS LTD.

DETAILS OF GUARANTEES

CANCELLATION FOR « ALL PROVEN CASES »

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
The day of subscription to this contract	On the day of departure - place where the group will be summoned (on the outward journey)

WHAT DO WE GUARANTEE?

We will reimburse the deposit or any sums retained by the tour operator, less the insurance premium and an excess as indicated in the table of guarantee amounts and invoiced in accordance with the general terms and conditions of sale of the tour operator, when you are obliged to cancel your trip before departure (outward journey).

IN WHICH CASES DO WE INTERVENE ?

- A/ We intervene in the event of serious illness or accident of yourself or a member of your family (de jure or de facto) which is established by a medical authority and which prevents you from making the planned trip.
We intervene in the event of the death of you or a member of your family (de jure or de facto).
- B/ The guarantee is also acquired in all other cases of cancellation, if your departure or the exercise of the activities planned during your stay are prevented by a random event, **which can be justified**.
A random event is any circumstance not intended by you or a member of your family and not excluded under this policy, which was unforeseeable on the day of application.

GUARANTEE EXTENSION

In the event of a natural disaster, pollution, attack or act of terrorism, we will reimburse you for the cancellation costs less the excess indicated in the Table of Benefits on condition that the following elements are cumulatively met:

- the event has resulted in material damage or bodily injury in the city of destination of your stay (or within a radius of 50 km),
- the date of your departure is scheduled less than 30 days after the date of the event.

A / et B / CANCELLATION OF ONE OF THE PERSONS ACCOMPANYING YOU

As a result of your cancellation, we will also reimburse the cancellation fees of the persons registered at the same time as you and insured under the same contract, when the cancellation is due to one of the causes listed above. **Our reimbursement is limited to a maximum of 9 people for the same event (20 people maximum if you have subscribed to this extension and paid the corresponding premium).**

If the person(s) wishes to travel alone, the additional costs associated with your cancellation will be taken into account, but our refund will not exceed the amount due if they had cancelled at the same time as you.

HOW MUCH DO WE INTERVENE FOR?

We intervene for the amount of the cancellation costs incurred on the day of the event that may engage the guarantee, in accordance with the General Terms and Conditions of Sale of the travel organizer, with a maximum and an excess indicated in the table of guarantee amounts.

For any subscription after the date of registration for the trip, a waiting period of 4 days will apply from the date of subscription of the contract.

The insurance premium is never refundable.

SANITARY PROTECTION CANCELLATION

Extension to the Multiple-risk

The guarantee is acquired for the reasons and circumstances listed below, excluding all other reasons and circumstances and within the limit indicated in the List of Sanitary Protection Guarantees:

- **Serious illness in case of epidemic or pandemic, Serious bodily injury or death, (including the consequences, after-effects, complications or the aggravation of a known illness or accident):**
 - of yourself, of your partner or spouse (legal or de facto), of your ascendant or descendant, of your legal guardian or of any other person within your household;
 - of your brother, of your sister, of your children including those of your partner or spouse (legal or de facto), one of your direct ascendant, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law;
 - of your professional work replacement;
 - of the person responsible, during your trip, for looking after your legally-dependent children or for the care of a disabled person living in the same household as you, provided there is hospitalisation for more than 48 hours or death;
 - of the person accompanying you during your trip, provided that their first and last name have been indicated under the same special conditions as you and that they have paid the insurance premium.

- **Lack of vaccination against Covid 19**
 - ✓ when at the time of taking out this contract, the country of destination did not impose vaccination against Covid 19 to return its territory but that at the time of your departure it imposes it;
 - and that you are no longer within the time required to carry out this vaccination allowing you to travel,
 - or that you cannot proceed with this vaccination, following a medical contraindication to vaccination.

- **Refusal of boarding at the airport, train station, bus station or ferry terminal of departure following a temperature check organized by the health authorities of the country of departure or the transport company with which you are traveling** (Proof issued by the transport company that denied you boarding, or by the health authorities, must be provided; in the absence of this proof, no compensation will be possible).

It is up to you to establish the reality of the situation entitling you to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

PROVISIONS COMMON TO “TRAVEL CANCELLATION” AND “SANITARY PROTECTION CANCELLATION” COVER

THE AMOUNT OF THE GUARANTEE

The compensation paid under this Contract may not under any circumstances exceed the price of the trip declared when subscribing to this Contract and within the limits provided for in the Table of Guarantees. We will reimburse you for the amount of cancellation fees charged according to the conditions of the cancellation scale listed in the general conditions of the travel organizer (**excluding administration fees, visa fees, insurance premium and after deduction of airport taxes which are reimbursed to you by the carrier**), when you are obliged to cancel your trip before departure.

Please note that airport taxes, included in the ticket price, are fees that are payable when the passenger actually boards the plane and that the airport company is required to reimburse you for these amounts when you have not boarded. You must consult the general terms and conditions of sale or transport to find out how these taxes are reimbursed (art. L 113-8 of the Consumer Code).

WITHIN WHAT TIME LIMIT DO YOU HAVE TO DECLARE THE CLAIM ?

Two steps

1/ From the first symptoms of the illness or upon knowledge of the event giving rise to the guarantee, you must IMMEDIATELY notify your travel agency.

If you cancel the trip at a later date with your travel agency, we will refund only the cancellation charges incurred on the date of the event, confirmed by a competent medical authority and in accordance with the cancellation conditions of your travel agency's special terms and conditions of sale.

2/ However, you should file your claim with ASSUREVER within five working days following the event covered.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?

Your written claim must be accompanied by/

- A medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness,
- in the event of death, a certificate and civil status record,
- in other cases, any acknowledgment justifying the reason for your cancellation.

You must provide ASSUREVER with the medical documents and information necessary for the processing of your file, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed with the assistance of your doctor.

If you do not have these documents or information, in accordance with the law on medical confidentiality of March 4, 2002, you must have them communicated to you by your treating physician and send them to ASSUREVER.

You will also have to provide any information or documents requested to support the grounds of your cancellation:

- ✓ photocopies of all medical prescriptions together with pharmacy receipts, results of tests and/or examinations and all other documents justifying their request or execution,
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice to your travel agency and the cancellation invoice issued by your travel agency,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances of the accident and provide us with 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; without this proof, no compensation will be possible),
- ✓ and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Therefore, if you object without legitimate reason, you will lose your warranty rights.

WHAT WE EXCLUDE IN "CANCELLATION OF THE TRIP" AND IN "SANITARY PROTECTION CANCELLATION"

The Cancellation guarantee does not cover the impossibility to leave due to border closures, material organization, accommodation conditions or security at the destination.

In addition to the exclusions common to all guarantees are also excluded:

- an event, illness or accident that was the subject of an initial observation, a relapse, an aggravation or a hospitalisation between the date of purchase of the trip and the date of subscription of the insurance contract,
- cancellation caused by a person hospitalized at the time of booking your trip or subscription of the contract,
- any circumstance only harming the simple enjoyment,
- pregnancy, unless the very nature of the trip is incompatible with the state of pregnancy, provided that you are not aware of your condition at the time of your registration,
- pregnancy complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization, PMA and their consequences,
- forgetting vaccination,
- failure of any kind, including financial, of the carrier making it impossible to fulfill its contractual obligations,
- lack of or excess snow,
- any medical event whose diagnosis, symptoms or the cause thereof are of a psychological, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than 3 consecutive days after the subscription of this Contract,
- accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge, all air sports, as well as those resulting from participation or training in matches or competitions,
- paid leave and TOIL day not expressly agreed by the employer prior to booking the trip,

- the consequences of criminal proceedings to which you are subject,
- any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract,
- the absence of risk,
- an intentional and/or reprehensible act by law,
- the consequences of alcoholic states and the Consumption of drugs, any narcotic substance mentioned in the Public Health Code, medications and treatments not prescribed by a doctor,
- the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- an act of negligence on your part,
- any event for which the tour operator could be held liable under the Tourism Code in force,
- the failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination record except in the event of theft, within 48 hours prior to departure, of the passport or identity card.

ACTIVITY CANCELLATION FEES

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
The day of the planned departure - place of convocation of the organizer.	The day of the planned return journey (place where the group is dispersed).

WHAT DO WE GUARANTEE

During your trip, if your state of health (duly certified by a local medical authority) prevents you from practising a planned activity appearing on your registration invoice and covered by this contract (thalasso cure, excursion, scuba diving...) but your condition does not require repatriation, we will take charge of the reimbursement of the non-refundable and non-performed service.

WHAT WE EXCLUDE

We cannot intervene if the cancellation results:

- the absence of risk,
- an intentional and/or reprehensible act by law,
- the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medications and treatments not prescribed by a doctor,
- the conscious non-observance of the laws and regulations in force in the State of the place of stay and the place of residence,
- an act of negligence on your part.

Activities purchased during the trip (even from the travel organizer's representative) are not guaranteed.

HOW MUCH DO WE CONTRIBUTE?

We intervene for the amount of services not carried out and not refundable with a maximum and an excess indicated in the table of guarantee amounts.

WITHIN WHAT PERIOD OF TIME MUST YOU REPORT THE DAMAGE?

You must declare your claim as soon as it is established by a competent medical authority that the seriousness of your state of health is such as to be contrary to the practice of the planned activity.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

- **In the event of illness or accident, you must send us** a medical certificate indicating the precise nature of the pathology and the date of contraindication to practice the activity,
- **In the event of an accident, you must also tell us** the causes and circumstances and provide us with the names and addresses of those responsible and any witnesses.

It is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Should you object without legitimate reason, you will lose your warranty rights.

In any case you must also send us:

- The number of your insurance policy,
- The original non-refundable bill of costs drawn up by the provider,
- The activity registration invoice drawn up by the service provider.

MISSED DEPARTURE – MISSED RETURN

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
<p>Missed departure: The day of subscription to this contract; Missed return: The day of return shown on the registration invoice.</p>	<p>Missed Departure: The day of departure - place where the group was summoned (on the outward journey); Missed return: On arrival at your home.</p>

MISSED DEPARTURE

If an unpredictable event beyond your control, which can be justified, prevents you from using the transport provided by the travel organizer to reach your destination within 24 hours or on the first available flight, we will reimburse you, within the limit set out in the table of guarantee amounts, the price of the ticket that you were obliged to buy to reach your destination (if your original ticket cannot be changed).

Under no circumstances can the amount be higher than the amount that your cancellation would entail.

MISSED RETURN

If an unpredictable event beyond your control, which can be justified, prevents you from using the planned connection between the place of arrival and your home, we will reimburse you (within the limit set out in the table of guarantee amounts), the transport ticket that you were obliged to buy to return to your home (replacing the one already in your possession and rendered unusable).

For the same trip, you can take advantage of the missed departure and missed return guarantee. However, our reimbursement will be limited for these two guarantees to the maximum amount shown in the table of guarantee amounts.

WHAT WE EXCLUDE

We cannot intervene if the missed departure and/or return is the result:

- the absence of risk,
- an intentional and/or reprehensible act by law,
- the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medications and treatments not prescribed by a doctor,
- a nuclear incident, a civil or foreign war, an attack, a riot or a strike,
- an act of negligence on your part.

BAGAGES

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
As soon as your luggage is handed over or checked in by the carrier or as soon as the keys are handed over for a rental.	At the time of the definitive return of the luggage by the carrier on return or on return of the keys for a rental.

DEFINITIONS

Characterized theft

Theft committed by a Third Party, with violence or burglary, proven and established as such by a competent authority.

Luggage

Your bag or suitcase as well as any item in your luggage with the exception of personal items, precious objects and items defined in § exclusions of the luggage chapter.

Personal belongings

Camera, camcorder, mobile phone, PDA, portable game console, portable computer media players. Only personal items with a purchase date of less than 3 years will be guaranteed.

Valuable objects

Jewelry, watches, furs.

WHAT DO WE GUARANTEE?

We will cover up to the maximum amount indicated in the Table of Benefit Amounts, your baggage, personal belongings and valuables taken with you or purchased during your trip, away from your principal or secondary residence.

Luggage is guaranteed against theft, total or partial destruction and loss only during transport by a transport company.

Precious objects and personal belongings are guaranteed ONLY against theft that is characterized and recorded by the competent authorities of the country concerned (police, gendarmerie, transport company, purser, etc.) and ONLY in the country of stay.

WHAT ARE THE LIMITS OF OUR GUARANTEE?

If you use a private car, the risks of theft are covered provided that your luggage and personal items are contained in the trunk of the vehicle locked and out of sight. Only theft by burglary is covered. If the vehicle is parked on the public highway, the guarantee is only acquired between 7 am and 10 pm. Valuable objects are not guaranteed.

Precious and personal belongings are only guaranteed against theft and provided they are carried on you, taken with you in luggage not entrusted to a carrier, or left in a locked hotel room or flat. **The guarantee is acquired only in the country of stay.**

DELAYED LUGGAGE DELIVERY

In the event that your baggage is not delivered to you at the destination airport (on the outward journey) and if it is returned to you more than 24 hours late, we will reimburse you upon presentation of supporting documents for purchases made to compensate for the absence of your baggage at your place of stay, up to a maximum of the amount indicated in the table of guarantee amounts.

If you are unable to present supporting documents for your purchases, a lump sum provided for in the table of guarantee amounts will be allocated to you.

The guarantee expires as soon as your baggage has been delivered to you.

However, you cannot combine this compensation with the other compensations of the BAGGAGE guarantee.

THEFT OF IDENTITY DOCUMENTS

We guarantee you, up to the amount indicated in the table of guarantee amounts, the reimbursement of the costs of restoring your passport, identity card or residence card, vehicle registration document or driving license, following a theft during your trip and upon presentation of supporting documents.

We also reimburse you for the costs of restoring the keys to your Home, up to the amount indicated in the Table of Guarantees, and on condition that you have immediately filed a complaint with the nearest police authorities and have made a declaration against receipt to the nearest French Embassy or Consulate.

WHAT WE EXCLUDE

- theft of your luggage, personal items and valuables resulting from forgetfulness or negligence on your part,
- theft of personal items and valuables included in your luggage and entrusted to a transport company,
- loss or damage to personal items and valuables, regardless of the circumstances of the incident,
- forgetfulness, loss (except by a transport company for luggage), exchange,
- theft without break-in duly noted and reported by a competent authority (police, gendarmerie, transport company, purser, etc.),
- accidental damage due to the leakage of liquids, fatty, colouring or corrosive substances and 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 by a non-incandescent heat source,
- theft committed in a convertible, station wagon or other vehicle not having a trunk,
- breakage of fragile objects such as porcelain, glass, ivory, pottery, marble, wood,
- indirect damage such as depreciation and loss of enjoyment, inherent defect, obsolescence, natural and normal wear and tear,
- the objects designated below: consumable goods, animals, cash, credit cards, checks, transport tickets, securities of all kinds, any prosthesis, equipment of any kind, glasses, contact lenses, keys of all kinds, documents recorded on tapes or films, DVDs, CD-ROMs, any multimedia equipment and storage media unless otherwise stipulated, photographic film, equipment for professional use, samples from sales representatives, collections, paintings, alcohol, lighters, pens, cigarettes, documents, trailers, securities,
- the absence of risk,
- an intentional and/or reprehensible act by law,
- a nuclear incident, a civil or foreign war, attack, a riot or a strike.

HOW MUCH DO WE CONTRIBUTE?

The amount shown in the table of guarantee amounts is the maximum reimbursement for all claims occurring during the guarantee period.

A deductible per file is indicated in the table of guarantee amounts.

HOW IS YOUR BENEFITS CALCULATED?

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

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

In the event of theft, you will be compensated upon presentation of proof and on the basis of the replacement value when new by equivalent objects of the same nature.

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

Our reimbursement will be made after deduction of any reimbursement obtained from the transport company and the excess.

WHAT DOCUMENTS MUST BE PROVIDED IN THE EVENT OF A CLAIM?

The claim declaration must reach ASSUREVER within 5 working days except in cases of unforeseeable circumstances or force majeure; if this deadline is not respected and we suffer harm as a result, you will lose all rights to compensation.

The claim declaration must be accompanied by the following elements:

- the receipt for a complaint filed in the event of theft or a declaration of theft to a competent authority (police, gendarmerie, transport company, purser, etc.) when it is a theft during the stay or loss by a transport company;
- the report of loss or destruction drawn up with the carrier (maritime, air, rail, road) when the baggage or objects have been lost, damaged or stolen during the period in which they were in the legal custody of the carrier;
- the copy of the list of objects declared damaged or stolen, given to the transport company;
- the reimbursement letter from the airline or transport company stating the compensation paid to you;
- the original proof of purchase of the damaged or stolen objects;
- in the event of late delivery, the report of irregularity drawn up by the transport company, and the baggage delivery note indicating the date and time of delivery.

If you do not provide these documents, you will lose your rights to compensation.

The insured amounts cannot be considered as proof of the value of the goods for which you are requesting compensation, nor as proof of the existence of these goods.

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

If you are unable to provide us with the requested proof of purchase, we will compensate you on the basis of the fixed value provided for in the table of guarantee amounts.

If you knowingly use inaccurate documents or use fraudulent means or make inaccurate or reticent statements as proof, you will lose all rights to compensation, without prejudice to any legal action that we would then be entitled to take against you.

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

You must notify us immediately by registered letter, as soon as you are informed:

- if we have not yet paid you the compensation, you must repossess the said luggage, objects or personal effects; we are then only obliged to pay for any damage or missing items;
- if we have already compensated you, you can opt within 15 days:
 - or for the abandonment of the said luggage, objects or personal effects to our benefit,
 - or for the return of the said luggage, objects or personal effects in return for the reimbursement of the compensation you have received, after deduction, where applicable, of the part of this compensation corresponding to the damage or missing items.

If you have not chosen within 15 days, we consider that you have opted out.

TRANSPORT DELAY PLANE / TRAIN / BOAT

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
The day of the planned departure - place of convocation of the organizer.	The day of the planned return journey (place where the group is dispersed).

DEFINITIONS

Duration of guaranteed trip

The guarantee only applies to trips that are valid for a maximum of 90 days.

Guaranteed travel

This is the trip for which you have taken out the "TRANSPORT DELAY" cover

However, if this trip is cancelled more than 24 hours before the originally scheduled departure time, the "TRANSPORTATION DELAY" guarantee covers the replacement trip.

Originally scheduled time of arrival

- for outward CHARTER flights: the time indicated on the outward flight ticket,
- for return CHARTER flights: the time given to you by the travel agency,
- for REGULAR flights: the time set by the airline,
- For rail and sea carriers: the time indicated on the transport ticket.

Transport delay

It is the arrival of the guaranteed transport at its final destination with an hour later than its originally scheduled arrival time. If the original journey is cancelled less than 24 hours before its departure time, the delay is the difference between the arrival time of the replacement transport at its final destination and the time originally scheduled for the cancelled transport.

WHAT IS THE NATURE OF THE GUARANTEE?

The guarantee provides for the reimbursement of a sum indicated in the table of guarantee amounts, if the guaranteed trip is delayed by at least 4 hours on both outward and return transport.

The guarantee is not due if the trip is cancelled by the transport company without a replacement proposal.

The benefits are cumulative if you are delayed for at least 4 hours on the outward journey and at least 4 hours on the return journey.

This guarantee cannot be combined with the Flight Safety guarantee.

WHAT ARE THE OBLIGATIONS TO BE FOLLOWED IN THE EVENT OF A CLAIM?

Your claim must reach us within 5 working days, except in the case of force majeure; if this deadline is not respected and we suffer a loss as a result, you lose all rights to compensation.

You will have to provide us with a certificate of delay issued and stamped by the transport company or its representative. This certificate must include the estimated time of arrival at the destination, the actual time of arrival and must be in the name of the passenger if you are unable to provide the boarding pass counterfoil.

The claim cannot be processed without the documents mentioned above and necessary for the investigation of your complaint.

IMPORTANT

If you fail to comply with the obligations listed above, it will be impossible to establish the reality of the delay in transport and you will therefore not be entitled to compensation.

Furthermore, you who knowingly make a false declaration or use fraudulent means or inaccurate documents will be deprived of any right to compensation.

WHAT WE EXCLUDE

We cannot intervene when your transport delay is the result:

- the absence of randomness,
- an intentional and/or wrongful act under the Act,
- a nuclear incident, civil or foreign war, attack, riot or strike,
- of a negligent act on your part,
- the weather conditions,
- in the event of civil war or foreign war in the country of departure, transfer or arrival of the guaranteed flight,
- when you are denied boarding on the route initially planned by the authorized body,
- to your refusal to take the guaranteed transport,
- flights that you have not previously confirmed,
- to missing the route on which your booking was confirmed for any reason,
- if you are not admitted on board, as a result of your non-admission on board, or if you fail to comply with the time limit for checking in, or for baggage and/or presentation at boarding,
- a decision of the airport authorities, civil aviation authorities, or other authorities having announced the change in departure times more than 24 hours before the outward or return travel date shown on your ticket.

FLIGHT SAFETY GUARANTEE

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
The day of subscription to this contract.	The day of departure - place of convocation of the group (on the way out).

IN WHICH CASE DO WE INTERVENE?

We intervene if your trip is cancelled for the reasons and circumstances listed below, to the exclusion of all others and on condition that the airline company does not provide a refund in the following cases of cancellation:

FINANCIAL FAILURE OF THE AIRLINE COMPANY

If your trip is cancelled following the cessation of activity of the REGULAR, LOW COST, or CHARTER airline company with which you have booked your trip, we guarantee reimbursement of the trip up to the amount indicated in the table of benefit amounts.

STRIKE BY AIRLINE AND/OR AIRPORT PERSONNEL

If your trip is cancelled following a strike by the staff of the REGULAR, LOW COST or CHARTER airline company (flight or ground staff) and/or airport staff, without any strike notice having been given in accordance with the rules imposed by the legislation in force at the time of subscription to this contract, we guarantee you reimbursement of the trip, up to the amount indicated in the table of guarantee amounts.

FLIGHT DELAY OF MORE THAN 7 HOURS

If your trip is delayed by more than 7 hours on the flight originally planned for your trip and/or cancelled by the airline, we guarantee you reimbursement of the trip (except for tickets reimbursed by the airline) up to the amount indicated in the table of guarantee amounts.

The events that allow the present guarantee to come into play are:

- bad weather,
- technical fault,
- or any other problem related to the airport, for any reason whatsoever, and in particular in the event of strikes, attacks or other disasters occurring at the airport.

RECOGNITION OF THE INSURED

You acknowledge that you are not aware of any material, factual information or circumstances that could result in a claim at the time of purchase of the flight ticket.

EXCESS

A deductible per person is indicated in the table of guarantee amounts.

WHAT WE EXCLUDE

- events occurring between the date of booking the trip and the date of joining this contract,
- the absence of randomness,
- an intentional and/or wrongful act under the Act,
- a negligent act on your part.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF CLAIM?

For the proper execution of the guarantee, you or your assignees must:

- Notify the travel organizer with whom you have duly paid for the service as soon as the accident occurs. If you cancel after more than 7 hours from the time of departure of your originally scheduled flight, we will only cover the cancellation fees due on the date of occurrence of the event.
- Your claim must reach us within 5 working days, except in the case of force majeure; if this deadline is not respected and we suffer a loss as a result, you lose all rights to compensation.

We reserve the right to claim back from you the original unused airline ticket or a copy of the refund made by the Airline.

PRICE REVISION

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
On the day of subscription of this contract and more than 20 days before departure.	The day of payment of the balance of the price of the trip, but not less than 20 days before departure.

WHAT DO WE GUARANTEE?

In the event of a revision of the price of your trip occurring between the date of booking and payment of a deposit on the one hand, and the date of issue of the invoice in payment of the balance of the price of your trip on the other hand, and without this date being less than 20 days before departure, we guarantee, within the limits set out in the Table of Benefit Amounts, reimbursement of additional costs resulting from an increase in the cost of a variation in the cost of the journey due to an increase in fuel, or/and the variation in the cost of taxes and other port and airport charges, or/and the variation in the cost of foreign exchange.

Our guarantee only applies in the event of:

- **Fuel surcharge:** variation in the cost of the ticket, linked to the increase in the cost of fuel (WTI index), occurring between the date of reservation and payment of a deposit on the one hand, and the date of payment of the balance of the price of the trip on the other hand, without this date being less than 20 days before departure.

- **Variation in the cost of taxes and other port and airport charges** arising between the date of booking and payment of a deposit on the one hand, and the date of payment of the balance of the price of the trip on the other hand, without this date being less than 20 days before departure.
- **Currency exchange rate variation:** (Rate of the currency used to calculate the price of the trip, provided that the conversion rate of the currency into EURO (€) is included in the special conditions of the tour operator) occurring between the date of reservation and payment of a deposit on the one hand, and the date of payment of the balance of the price of the trip on the other hand, without this date being less than 20 days before departure.

WHAT WE EXCLUDE

- an increase in the price of the trip following the booking of new services or following the modification of your initial booking,
- an increase in the price of the trip due to the default of any kind, including financial, of the tour operator or the carrier making it impossible to fulfil its contractual obligations,
- increase in the price of the trip within 20 days before departure,
- increase in the price of the trip for any other reason than fuel surcharge, variation in the cost of taxes, variation in the exchange rate,
- the subscription of this contract after the day of your booking for the trip,
- the absence of randomness,
- an intentional and/or wrongful act under the Act,
- a nuclear incident, civil or foreign war, attack, riot or strike,
- a negligent act on your part.

WHAT ARE THE OBLIGATIONS IN THE EVENT OF A CLAIM?

You must inform us within five working days of becoming aware of the occurrence of the guarantee, except in cases of force majeure or fortuitous event, and **send us the documents indicated below, which are necessary for the constitution of the file and which allow us to prove the validity and the amount of the claim:**

For the Packages cases:

- the number of the subscribed contract,
- the insurance contract or its photocopy,
- the initial registration form for the trip,
- a photocopy of the registered letter or invoice notifying him/her of the revised price of the trip,
- the paid invoice for the trip.

For tickets:

- the number of the subscribed contract,
- screenshots (to be requested from your Agency) on the day of booking and on the day of issue,
- the invoice that the agency will have issued to you for the additional increase corresponding to the difference in the price of the trip between the day of booking with payment of a deposit and the day of issue and payment of the balance of the price of the trip.

REPATRIATION ASSISTANCE

Multiple-risk and extension Sanitary protection for the guarantee « Repatriation/Transport » and « Medical expenses »

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
The day of the planned departure - place of convocation of the organizer.	The day of the planned return journey (place where the group is dispersed).

If you find yourself in one of the situations mentioned below, we will implement, in accordance with the general and specific provisions of your contract, the services described, by simple telephone call or email.

In all cases, the decision to provide assistance and the choice of appropriate means belong exclusively to the NEAT Assistance medical advisor, after contact with the treating physician on site and, where applicable, the Insured's family. Only the medical interest of the Insured and compliance with the health regulations in force are taken into consideration to decide on the transport, the choice of the means used for this transport and the possible place of hospitalisation.

Under no circumstances does NEAT Assistance replace local emergency relief organizations.

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REPATRIATION OR MEDICAL TRANSPORT

If you are ill (**including in the context of an epidemic or a pandemic only if you have subscribed to the "Sanitary Protection" option**) or injured and your state of health requires a transfer, we organize and pay for your repatriation to your home in Europe or to the hospital nearest to your home and appropriate to your state of health.

If you are not domiciled in Europe and your medical problem occurs in Europe, we will repatriate you to your country of residence, to your home, or to the hospital nearest to your home and appropriate to your state of health.

If you are not domiciled in Europe and your medical problem occurs outside Europe, we will repatriate you to your country of residence, to your home, or to the hospital nearest to your home and appropriate to your state of health. In this case, our cover will be capped at the amount of your repatriation to Continental France (excluding DROM POM COM) and the difference will be at your sole expense.

Depending on the seriousness of your case, and on the sole decision of our medical team, repatriation or transport is carried out under medical supervision or not, and by one of the following means of transport:

- special sanitary aircraft,
- scheduled airplane, train, sleeping car, boat, ambulance.

ACCOMPANIMENT DURING REPATRIATION OR MEDICAL TRANSPORT

If you are transported under the above conditions, we organize and pay for the additional transport costs of your insured family members or an insured person, under this contract and accompanying you, if the tickets for their return to Europe cannot be used because of your repatriation.

If they are not domiciled in Europe and your medical problem occurs in Europe, we will repatriate them to their country of residence to their home country.

If they are not domiciled in Europe and your medical problem occurs outside Europe, we will repatriate them to their country of residence to their home country. In this case our coverage will be capped at the amount of their return to Continental France (excluding DROM POM COM) and the difference will be at their sole expense.

RETURN OF CHILDREN UNDER 15 YEARS

If you are ill or injured and no one is able to look after your accompanying children under the age of 15, we organize and pay for the return journey of a person of your choice or one of our hostesses to bring them to your home or that of a member of your family in Europe.

If you are not domiciled in Europe and your children are in Europe at the time of the event, we will take charge of the return journey of a person of your choice or one of our hostesses to bring them back to your home, or that of a member of your family outside Europe.

If you are not domiciled in Europe and your children are outside Europe at the time of the event, we will take charge of the return journey of a person of your choice or one of our hostesses to bring them back to your home, or that of a member of your family outside Europe. In this case, our coverage will be limited to the amount of the return tickets from the country where your children are to Continental France (excluding DROM POM COM) and the difference will be at your sole expense.

PRESENCE IN CASE OF HOSPITALISATION

If you are hospitalized and your state of health does not allow you to be repatriated within 7 days, we will organize and pay for the cost of transporting a member of your family or a designated person, resident in Europe, to your bedside.

If this person is not domiciled in Europe and your medical problem occurs in Europe, we will organize transport from his or her country of residence to your place of hospitalisation.

If this person is not domiciled in Europe and your medical problem occurs outside Europe, we will organize transport from his or her country of residence to your place of hospitalisation. In this case, our coverage will be limited to the amount of the transport from his country of residence to Continental France (excluding DROM POM COM) and the difference will be at his sole expense.

We will also pay the hotel costs of that person up to the amount shown in the table of benefit amounts.

EXTENSION OF YOUR STAY IN THE HOTEL

If your state of health does not justify hospitalisation or medical transport but does not allow you to begin your return on the date originally planned, we will pay for your additional hotel accommodation costs and those of your family members insured or a person insured under this policy, and accompanying you, up to the amount indicated in the Table of Benefit Amounts.

As soon as your state of health permits, we organize and pay for your additional transport costs and those of any insured family members or an insured person who has stayed with you, if the tickets for your return to Europe and theirs cannot be used because of this event.

If you and your companions are not resident in Europe and your medical problem occurs in Europe, we will organize your return to your country of residence.

If you and your companions are not domiciled in Europe and your medical problem occurs outside Europe, we will organize your return to your country of residence. In this case, our coverage will be limited to the amount of your transport to Continental France (excluding DROM POM COM) and the difference will be at your sole expense.

HOTEL EXPENSES

We will reimburse an accompanying person insured under this policy for hotel expenses up to the amount shown in the Table of Benefits in the following cases:

- You are hospitalized in a different city from the one on your registration form,
- You die and one of your companions wishes to stay with the body while you carry out the administrative procedures.

ADDITIONAL REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION COSTS OUTSIDE THE COUNTRY OF RESIDENCE OF THE INSURED PERSON

We will reimburse you, after intervention by the Social Security or any other welfare organization in your country of residence, for expenses incurred outside your country of residence, **including in the context of an epidemic or a pandemic only if you have subscribed to the "Sanitary Protection" option**, and which are your responsibility up to the amount indicated in the Table of Benefit Amounts.

If the Social Security does not cover the costs, we will pay the first euro up to the amount indicated in the table of guarantee amounts.

We also cover, under the same conditions, minor dental treatment up to the amount indicated in the table of benefit amounts, **and PCR test costs, only if you have subscribed to the "Sanitary Protection" option**, when you make a transit, if it is positive.

A deductible indicated in the table of benefit amounts is deducted per event and per insured (except for dental care).

ADVANCE OF MEDICAL EXPENSES

If you are outside your country of residence and are unable to pay your medical expenses following hospitalisation due to an illness, **including in the context of an epidemic or a pandemic only if you have subscribed to the "Sanitary Protection" option**, or accident that occurred during the period of cover, we will, at your simple request, pay in advance within the limits of our commitments in exchange for the signature of a Letter of Commitment committing you to take the necessary steps with the social organizations and reimburse us the sums received. This guarantee ceases on the day we are able to repatriate you, or on the day you are repatriated to your country of origin.

This guarantee is not applicable when the amount of medical expenses is less than €350.

TRANSPORT OF THE BODY IN THE EVENT OF DEATH

We organize and take care of the transport of the body from the place of burial, in mainland France or abroad, to the place of burial in Europe.

If you are not domiciled in Europe and the death takes place in Europe, we organize the transport of the body to the country of residence.

If you are not domiciled in Europe and the death takes place outside Europe, we organize the transport of the body to the country of residence. In this case, our coverage will be limited to the amount of the transport of the body to Continental France (excluding DROM POM COM) and the difference will be at your sole expense.

We also cover the ancillary costs necessary for transport, including the cost of the coffin, allowing the transport to take place, up to the amount indicated in the table of guarantee amounts.

The costs of ceremonies, accessories, burial or cremation in the country of residence remain the responsibility of the families.

We organize and pay for the additional transport costs of your insured family members or a person insured under this contract accompanying you if the tickets provided for their return to Europe cannot be used as a result of this repatriation.

If they are not domiciled in Europe and are in Europe at the time of death, we will repatriate them to their country of residence to their place of residence.

If they are not domiciled in Europe and are outside Europe at the time of death, we will repatriate them to their country of residence to their home country. In this case, our coverage will be capped at the amount of their return to Continental France (excluding DROM POM COM) and the difference will be their sole responsibility.

EARLY RETURN

If you have to interrupt your trip prematurely in the cases listed below, we will pay for your additional transport costs, those of your family members insured and of a person insured under this contract accompanying you, if the tickets for your return to Europe and theirs cannot be used as a result of this event.

If you and your accompanying persons are not domiciled in Europe and you are in Europe at the time of the event, we will organize your return to your country of residence.

If you and your accompanying persons are not domiciled in Europe and you are outside Europe at the time of the event, we will organize your return to your country of residence, to your home. In this case, our cover will be capped at the amount of your transport to Continental France (excluding DROM POM COM) and the difference will be at your sole expense.

We intervene in case of:

- serious illness, serious accident resulting in hospitalisation or death of a member of your family, your professional replacement, the person responsible for the care of your minor children or a disabled person living in your household, the legal guardian, a person usually living in your household,
- serious material damage requiring your presence and reaching your home and business premises following a burglary, fire or water damage.

PAYMENT OF SEARCH OR RESCUE FEES

We will pay, up to the maximum amount indicated in the table of guarantee amounts, the costs of search at sea or in the mountains, as well as the primary costs of first aid.

Only fees charged by a duly authorized company for these activities can be reimbursed.

ASSISTANCE IN THE MAIN RESIDENCE

Security of your home after a break-in, requiring a presence on site. This cover cannot be combined with the "RETURN PREMATURE" cover and the cost cannot exceed the amount of a return ticket to the Insured's home.

We will reimburse you up to the amount indicated in the Table of Benefits for the cost of intervention for the opening of the main residence by a locksmith if your keys have been stolen or lost during your stay.

ADVANCE OF FUNDS

Following the theft or loss of your means of payment (credit card, checkbook...) or your original ticket, we will grant you a cash advance up to the amount indicated in the table of guarantee amounts. A deposit check and an acknowledgement of debt will be requested from you at your place of stay.

YOU NEED LEGAL ASSISTANCE ABROAD

• Payment of fees

We will pay up to the amount indicated in the table of guarantee amounts, the fees of the legal representatives you use, if you are prosecuted for involuntary infringement of the legislation of the foreign country in which you are located..

• Advance of criminal bail

If, in the event of involuntary violations of the legislation of the country in which you are located, you are required by the authorities to pay a criminal deposit, we will advance it up to the amount indicated in the table of guarantee amounts.

The reimbursement of this advance must be made within one month of the submission of the request for reimbursement that we send you.

If the criminal deposit is refunded before this time by the authorities of the country, it must be returned to us immediately.

SHIPMENT OF MEDICATION

We take all measures to search for and send the medicines that are essential for the continuation of a current medical treatment prescribed by a doctor, in the event that, as a result of an unforeseeable event, you no longer have access to these medicines, it would be impossible for you to obtain them locally or to obtain their equivalent.

The cost of these medicines is in any case at your expense.

TRANSMISSION OF MESSAGES

We will take care of forwarding messages to you when you cannot be reached directly, for example, in the event of hospitalisation.

Similarly, we can communicate a message that you have left for a family member on call.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

For any assistance request, you must contact NEAT Assistance, 24 hours a day – 7 days a week:

By phone at: +33 9 78 45 25 64

And obtain our prior agreement before incurring any expenses, including medical expenses.

For any claim for reimbursement you must send us the completed claim form together with the supporting documents relating to your claim.

Once we have organized your transport or repatriation, you must return the original tickets to us, as these become the property of NEAT Assistance.

SANITARY PROTECTION ASSISTANCE

Extension to the Multiple-risk

The following guarantees are granted to you only if you have taken out the "Sanitary Protection" option:

BEFORE THE TRIP

PRE-DEPARTURE TELECONSULTING

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

The information concerns the following areas.

Sanitary information: Health, Hygiene, Vaccination, Precautions, Main Hospital Centers, Advice to women, Time difference, Pets on a trip.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic context.

The information is communicated by telephone and is not subject to written confirmation or the sending of documents. Information and information services are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.

However, whatever the time of your call, we can take note of your requests as well as your contact details so that we can contact you back with the requested information.

DURING THE TRIP

IMPOSSIBLE RETURN

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organize and pay for the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount shown in the Table of Benefits.

We organize and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

HOTEL EXPENSES FOLLOWING QUARANTINE

If you are obliged to extend your stay following your quarantine, we will organize and pay the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

TAKING CHARGE OF A LOCAL TELEPHONE PACKAGE

If you are quarantined during a guaranteed trip outside your country of residence, we cover the cost of a local telephone package, within the limit indicated in the Table of Guarantees.

ON-SITE PSYCHOLOGICAL SUPPORT

In the event of significant trauma following an event linked to an epidemic or a pandemic, we can put you, at your request, in telephone contact with a psychologist, within the limit indicated in the Table of Benefits. The contents of this exchange are entirely confidential and do not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

SUBSTITUTE SUITECASE

If you no longer have enough usable personal effects at your disposal due to your quarantine or hospitalisation following an epidemic or a pandemic, we will provide the necessary fund for basic necessities up to the amount indicated in the Table of Benefits, upon presentation of proof.

AFTER THE TRIP

DOMESTIC ASSISTANCE

Following your repatriation by our care after an illness linked to an epidemic or pandemic, you cannot assume your usual household chores, we will provide a household helper, within the limit indicated in the Table of Benefits.

DELIVERY OF HOUSEHOLD GOODS

Following your repatriation by us after an illness linked to an epidemic or pandemic and you are unable to leave your home, we organize and fund a home delivery service for your household goods, within the limits of local shopping facilities and within the limit set out in the Table of Guarantees.

PSYCHOLOGICAL SUPPORT WHEN YOU RETURN HOME

In the case of a significant trauma following an event related to an epidemic or pandemic, we can organize a telephone consultation with a psychologist upon your return home, upon your request and within the limit indicated in the Table of Benefits. This consultation is entirely confidential and does not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

WHAT WE EXCLUDE IN “REPATRIATION ASSISTANCE” AND “HEALTH PROTECTION ASSISTANCE”

We cannot, under any circumstances, replace local emergency relief organizations.

Are excluded:

- the consequences of exposure to intentionally or accidentally disseminated infectious biological agents, chemical agents such as combat gases, incapacitating agents, nerve agents or persistent neurotoxic effects,
- the consequences of intentional acts on your part or the consequences of fraudulent acts, suicide attempts or suicides,
- pre-existing health conditions and/or illnesses and/or injuries diagnosed and/or treated that have been the subject of continuous hospitalisation, day hospitalisation or outpatient hospitalisation in the 6 months prior to any application, whether the manifestation or aggravation of the said condition,
- costs incurred without our agreement or not expressly provided for in these General Contract Provisions,
- costs not supported by original documents,
- claims occurring in countries excluded from cover or outside the validity dates of the contract, and in particular beyond the duration of the planned trip abroad,
- the consequences of incidents occurring during motorized events, races or competitions (or their trials), subject by the regulations in force to prior authorization from the public authorities, when you take part in them as a competitor, or during circuit trials subject to prior approval by the public authorities, even if you use your own vehicle,
- journeys undertaken for the purpose of diagnosis and/or medical treatment or cosmetic surgery, their consequences and the resulting costs,
- organizing and paying for the transport referred to in the "TRANSPORT/RETURN" chapter for minor ailments which can be treated locally and which do not prevent you from continuing your journey,
- requests for assistance relating to medically assisted procreation or the voluntary interruption of pregnancy, their consequences and the costs arising therefrom,
- applications relating to procreation or gestation for the account of others, its consequences and the costs arising therefrom,
- medical devices and prostheses (dental, hearing, medical),
- thermal cures, their consequences and costs,
- medical expenses incurred in your country of residence,
- the planned hospitalisations, their consequences and the resulting costs,
- optical costs (e.g. glasses and contact lenses),
- vaccines and vaccination fees,
- medical check-ups, their consequences and the related costs,
- aesthetic interventions, as well as their possible consequences and the costs arising from them,
- stays in a rest home, their consequences and the resulting costs,
- rehabilitation, physiotherapy, chiropractic, their consequences and the costs involved,
- medical or paramedical services and the purchase of products whose therapeutic nature is not recognized by French legislation, and the related costs,
- health check-ups for preventive screening, regular treatment or tests, their consequences and the resulting costs,
- search and rescue costs in the desert,
- organizing the search and rescue of people, particularly in the mountains, at sea or in the desert,
- the cost of excess baggage weight when travelling by air and the cost of transporting baggage when it cannot be transported with you,
- travel cancellation fees,
- restaurant costs,
- the consequences of infectious risk situations in an epidemic context which are subject to quarantine or preventive measures or specific monitoring by the international health authorities and/or local health authorities of the country where you are staying and/or of your country of origin, unless otherwise stipulated in the guarantee,
- customs duties.

FORCE MAJEURE GUARANTEE

GUARANTEE ESTABLISHMENT	GUARANTEE EXPIRATION
The day of subscription to this contract.	The day of the return - place of dispersion of the group.

WHAT DO WE GUARANTEE?

Our guarantee comes into play if the tour operator or the transport company is unable to fulfil its contractual obligation towards you following an external, irresistible event beyond its control and not excluded by the present contract, resulting in:

- Or the cancellation of your trip,
- Either the impossibility of making you travel on the planned dates.

IN WHICH CASE DO WE INTERVENE?

CANCELLATION OF THE TRIP BEFORE YOUR DEPARTURE (ON THE OUTWARD JOURNEY)

If an event, external, irresistible and beyond the control of the tour operator and/or the transport company forces them to cancel your trip and reimburse you the amount of the trip:

- we will refund the insurance premium paid for the cancelled stay,
- we will reimburse you up to the amount specified in the Table of Benefits, for any return tickets provided between your place of residence and the place of convocation fixed by the organizer, which have become useless due to the cancellation of the trip, provided that these are non-changeable and non-refundable, or changeable with penalties.

POSTPONING YOUR TRIP TO NEW DATES (ON THE OUTWARD JOURNEY)

If an event, external, irresistible and beyond the control of the tour operator and/or the transport company forces them to postpone your trip:

- the insurance contract for the cancelled trip will be carried forward to the new travel dates at no cost,
- if, as a result of postponing your trip to a new date, your trip is subject to a price increase due to an increase in tax, fuel or simply due to the change of period, we will reimburse you for the difference up to the amount specified in the table of guarantee amounts. For the guarantee to be acquired, the following services must be similar to those of the cancelled trip: number of passengers, destination, length of stay, hotel category,
- we will reimburse you up to the amount specified in the Table of Benefits, for any return tickets between your place of residence and the place of convocation set by the organizer, which have become useless due to the cancellation of the trip, provided that they are non-alterable and non-refundable, or alterable with penalties.

The amounts of the trip postponement guarantee are not cumulative with those provided for in the event of trip cancellation.

DURING YOUR TRIP

If an event, external, irresistible and beyond the control of the tour operator and/or the transport company forces them to postpone your return date:

- All the guarantees in this contract remain applicable until your final return date (excluding the cancellation guarantee),
- We will reimburse you for hotel expenses (hotel and meals) not covered by the travel organizer and/or the transport company, resulting from the extension of your stay, up to the amount specified in the Table of Benefits, upon presentation of receipts.

This guarantee cannot be combined with the "extension of stay" guarantee in case of assistance.

WHAT WE EXCLUDE :

- the absence of randomness,
- a nuclear incident, a civil or foreign war, a strike,
- the failure of the travel organizer, the airline company,
- a negligent act on your part.

WITHIN WHAT PERIOD OF TIME MUST YOU REPORT THE CLAIM?

You must notify us within five working days of the event giving rise to the cover or your actual return date, giving us your policy number and the precise circumstances of the loss.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Send us all the original documents needed to compile the file in order to prove the validity and the amount of the claim.

In case of cancellation:

- The registration form for the trip including the amount of insurance paid,
- The invoice for any planned transport ticket between the place of residence and the meeting place set by the tour operator,

- A certificate from the transport company confirming that the ticket is non-changeable, non-refundable and that it has not been used.

In case of postponement:

- About the initial trip
 - The registration form and a copy of the invoice from the trip organizer
 - Details of the services of the new trip (e.g. brochure copy),
 - The invoice for any planned transport ticket between the place of residence and the meeting place set by the tour operator.
 - A certificate from the transport company confirming that the ticket is non-changeable, non-refundable and that it has not been used.
- About the new trip
 - The agency's registration form,
 - The invoice from the tour operator,
 - Details of the services of the new trip (e.g. brochure copy).

In case of an extension of your stay on site

Original invoices for hotel expenses.

INTERRUPTION OF TRIP

STAY INTERRUPTION FEES

We will reimburse you on a pro rata basis for the costs of your stay already paid and not used (**transport not included**) from the day following your early return and that, as a result, you had to interrupt your trip, following:

- hospitalisation or death of a family member;
- serious damage to the Insured's professional or private premises as a result of fire, explosion, flood or burglary requiring the Insured's presence on site;
- an attack on your place of stay within a radius of 100 km from your vacation spot.

This guarantee cannot be combined with the “COMPENSATION TRIP” guarantee below.

COMPENSATION TRIP

If we intervene for your repatriation for a medical reason (illness or accident suffered by you), you will benefit from a new trip of an amount equal to the package or other initial transport ticket from the travel agency that sold the initial trip **within the limit shown in the Table of Guarantee Amounts**.

This amount will be paid in the form of a credit to the travel agency only for the repatriated person, their spouse or the person accompanying them, to the exclusion of any other and must be used within twelve months following the event that caused the medical repatriation from the travel agency that sold the initial trip.

This guarantee cannot be combined with the compensation for “STAY INTERRUPTION COSTS” above.

THE AMOUNT OF THE GUARANTEE

The compensation paid under this contract may not under any circumstances exceed the price of the trip declared at the time of subscription and within the limits provided for in the Table of Guarantees.

WHAT WE EXCLUDE

In addition to the exclusions common to all guarantees, we cannot intervene in the following circumstances:

- requests for reimbursement of transport tickets,
- requests for reimbursement of services not listed on the travel registration form and therefore not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- interruptions of stay and activity for which the generating event was known before the departure of the trip.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to ASSUREVER within 5 days of becoming aware of it, except in the event of unforeseeable circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all rights to compensation.

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

In any case, you will need to provide us with:

- the originals of the detailed invoices from the tour operator showing the land services and the transport services;
- the travel registration invoice or the agency registration form;
- the certificate or proof from the Insurer confirming the date of repatriation or early return and its reason;
- any other document that we deem necessary for the processing of the file.

Without the communication to our medical advisor of the medical information necessary for the investigation, the case cannot be settled.

PRIVATE LIFE CIVIL LIABILITY AND INDIVIDUAL TRAVEL ACCIDENT

PURPOSE OF THE GUARANTEES

This policy offers you coverage for:

- damage you cause to third parties during your trip:
 - Personal liability cover,
- protection of individuals with the guarantee:
 - Personal injury coverage;

TERRITORIALITY

The guarantees of the present contract are acquired throughout the world* for the duration of the stay corresponding to that authorized by the legislation of the country concerned.

It is recalled that the applicable regulations correspond to the legislation of the country in which the damage occurred.

***The whole world except:**

Areas of countries formally advised against by the Ministry of Foreign Affairs and countries that have recently suffered natural disasters.

COMMON EXCLUSIONS TO PRIVATE LIFE CIVIL LIABILITY AND INDIVIDUAL TRAVEL ACCIDENT COVERS

Regardless of the cover chosen, we never insure:

- damage resulting from an activity other than that declared in the contract (travel);
- the consequences of the insured's fault, if it is intentional or fraudulent (however, this exclusion does not apply to damage caused to others by persons for whom the insured is civilly liable);
- the consequences of acts of war;
- the consequences of handling devices of war that are illegal to possess;
- the consequences of earthquake, volcanic eruption, tidal wave, hurricane, cyclone, landslide or subsidence;
- the consequences of the insured's participation in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious mischief, brawls (except in cases of legitimate defense);
- liability for claims arising directly or indirectly from or in connection with asbestos or any other material containing asbestos in any quantity;
- non-consequential damage not resulting from bodily injury or property damage, whether or not it is covered;
- damage or aggravation of damage caused by the direct or indirect effects of radioactivity due to an atomic explosion or any other source of ionizing radiation, except if they result from attacks or acts of terrorism (law of 23/01/06);
- damage to motorized land vehicles subject to compulsory insurance, sailing boats, motorboats, aerial navigation equipment including microlights and paramotors, and model aircraft, which the insured person owns, uses or keeps;
- payment of fines;
- the consequences of the insured's participation in a bet;
- transport of explosives;
- the storage, transport and use of fireworks whose use is regulated;
- the consequences of all claims related to a professional activity.

In addition to these common exclusions, there are specific exclusions that appear in each of the guarantees.

SPECIFIC DEFINITIONS TO PRIVATE LIFE CIVIL LIABILITY AND INDIVIDUAL TRAVEL ACCIDENT COVERS

Accident/accidental

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

Adherent

An Adherent is considered to be a natural or legal person who requests membership of the contract for the benefit of the Insured.

Attack and act of terrorism

Offences defined and cited by Articles 421-1 and 421-2 of the Penal Code, intentionally perpetrated in connection with an individual or collective enterprise aimed at seriously disturbing public order through intimidation or terror.

Claim

All the harmful consequences of an event leading to the application of one of the guarantees provided for in the contract. Claims originating from the same event constitute a single claim.

A liability claim is any damage or set of damages caused to third parties, engaging the liability of the Insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is the one that constitutes the generating cause of the damage. A set of harmful events having the same technical cause is considered to be a single harmful event.

Close relation

Spouse, common-law partner, brother, sister, ascendants or descendants.

Common law scale

Reference scale used to establish the functional disability rate suffered by the Insured, regardless of any professional consideration. It is published by the journal "Le Concours Médical" under the title "Indicative scale for assessing disability rates under common law".

Consolidation

The date from which the consequences of the accident suffered by the insured are stabilized.

Environmental damage

- emission, dispersion, discharge or deposit of any solid, liquid or gaseous substance released into the atmosphere, soil or water;
- production of odors, noise, vibrations, temperature variations, waves, radiations, radiations exceeding the measure of ordinary neighborhood obligations.

Excess

The part of the loss remaining at your charge in the settlement of a claim.

Hospitalisation

Stay in a public or private hospital.

Information notice

Document given to you before the conclusion of your contract to allow you to assess the guarantees you have chosen.

Insured

The Insured, hereinafter referred to as "You", is considered to be the natural person benefiting from the insurance guarantees and assistance services of this contract taken out by the Adherent.

Material damage

Any deterioration or disappearance of property, as well as any damage to a domestic animal.

Non-material damage

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

Others

Any person, natural or legal, other than the insured or the Insured.

Permanent disability

The permanent partial or total loss of a person's functional capacity, expressed as a percentage and established by medical expertise.

Personal injury

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

Pets

Animals belonging to a species usually living with humans, excluding those used for the development of an agricultural holding.

Prescription

Period beyond which no claim is admissible.

Rights-holder

Person receiving benefits paid, not in a personal capacity, but because of their links with the Insured. Under the Personal Accidents guarantee, only the spouse is covered, failing that, the children, failing that, the heirs. .

Spouse

The legitimate spouse, the cohabitant or the partner in a PACS (Civil Solidarity Pact).

State of alcohol impregnation

Blood alcohol level at which the offences provided for in Articles L 234-1 and R 234-1 of the Highway Code or equivalent legislation abroad are constituted.

Third party

Any person other than the Insured.

Us

The Insurer with whom you took out your contract.

Working days

Weekdays except Saturdays, Sundays and public holidays.

You

The Insured.

THE GUARANTEES**A - PRIVATE LIFE CIVIL LIABILITY**

We guarantee the financial consequences of the civil liability that the insured may incur during the trip covered by this contract as a result of damage:

- body,
- materials,
- immaterial damage directly consecutive to bodily injury or material damage covered, caused to others and resulting from an accident.

SPECIFIC EXCLUSIONS:

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

The financial consequences of the insured's liability resulting from:

- any professional activity, elective office, trade union, or function as a leader of an association;
- any function as de jure or de facto organizer of festive, sporting or cultural events;
- hunting, aerial sports and all professional sports, including during trials;
- the practice of a sport, when the insured's liability is guaranteed by an insurance contract attached to a license issued by an official federation;
- the organization of and participation in all events, contests, races or competitions, as well as all preparatory events requiring prior authorization or subject to an insurance obligation;
- dam and dyke failures;

- manufacture, storage or handling of explosives;
- damage resulting from environmental damage.

Damage caused by:

- any motorized land vehicle subject to compulsory insurance;
- buildings of which the insured is the owner, tenant or occupier in any capacity;
- any air navigation device;
- any sailing boat (except sailboards and boats powered exclusively by human energy) or any motorboat.

Damage suffered by:

- buildings of which the insured is the owner, tenant or occupier in any capacity;
- property, objects or animals owned, kept or used by the insured, their ascendants and descendants, their collaterals and their spouse.

Extent of the guarantee over time

The guarantee is triggered by the harmful event and covers the insured against the financial consequences of the claims, as soon as the harmful event occurs between the initial start of the guarantee (day of departure on the trip) and its expiry date (last day of the trip), regardless of the date of the other elements constituting the claim.

B – Personal injury accidents

We guarantee, following a bodily injury suffered by the insured and within the limit of the amounts shown in the table of cover amounts and excesses:

- the payment of a lump sum to the beneficiaries in the event of death,
- the payment of a lump sum to the insured in the event of partial or total permanent disability.

The guarantee applies during the trip covered by this contract.

SPECIFIC EXCLUSIONS:

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

- attempted suicide or self-mutilation;
- treatments or surgical interventions for aesthetic purposes which are not the consequence of an accident covered by the contract;
- alcoholism or alcohol poisoning;
- the use of drugs or narcotics not prescribed by a doctor ;
- the participation of the insured as a competitor in competitions and their trials requiring the use of a motorvehicle (land, sea, air);
- the practice of an aerial leisure activity or sport (e.g. aerobatics, gliding, parachuting, hang-gliding, microlighting);
- the practice of any sport in a professional capacity ;
- caving, mountaineering (artificial climbs and long runs);
- leisure sports activities involving the use of a motorized land vehicle, outside roads open to public traffic;
- aggravation due to delayed treatment, negligence on the part of the insured, or intentional non-compliance with the doctor's instructions;
- illnesses not resulting from an accident (with the exception of poliomyelitis, cerebrospinal meningitis of microbial origin, illnesses due to compulsory vaccination);
- orthodontic treatment and prostheses on deciduous teeth;
- medically certified accidents that occurred before the contract was taken out.

Accumulation of allowances

In the event of death resulting from an accident which has given rise to the payment of compensation for permanent incapacity and if this death occurs within 24 months of the date of the accident, we will pay the difference, if any, between the capital insured in the event of death and the amount of compensation already paid.

The benefits paid under this guarantee are in addition to those granted by the basic social protection schemes.

OUR INTERVENTION IN THE EVENT OF A CLAIM

A – Formalities and deadlines to be respected

- For all claims, formalities to be completed and documents to be sent to us, you must:
 - try to limit the consequences of the loss as much as possible;
 - please indicate:
 - the nature of the loss,
 - the circumstances in which it occurred,
 - known or suspected causes or consequences,
 - the nature and approximate amount of the damage,
 - the names of the persons involved and the names of their insurers and witnesses;
 - forward to us within 48 hours of receipt all notices, letters, summonses, writs, extrajudicial documents and legal proceedings addressed to you or notified to you concerning the claim.

- For all personal injury claims, you must also send us:
 - In case of death:
 - the death certificate of the insured;
 - the medical certificate specifying the exact cause of death;
 - for each of the beneficiaries, a statement on honor justifying this status, accompanied by the presentation (in original or copy) of one of the following civil status documents (up-to-date family record book, national identity card, marriage certificate, certificate of cohabitation, certificate of registration of a civil solidarity pact).
 - In case of permanent disability:
 - the medical certificate specifying the cause of the disability and the presumed date of consolidation of the injuries.

- Deadlines for declaration or transmission of documents (except in cases of force majeure):
 - Civil liability claim:
 - as soon as you become aware of it and at the latest within 5 working days;
 - Personal injury claim:
 - within 10 days of the accident.

- **FAILURE TO COMPLY WITH THE DECLARATION DEADLINE**
If you fail to notify us of a claim within the time limit specified, and if we can establish that we have suffered loss as a result, you will lose the benefit of the cover provided by your contract for the claim in question, except in the case of an act of God or force majeure.

- **NON-COMPLIANCE WITH FORMALITIES AND TIME LIMITS FOR THE TRANSMISSION OF DOCUMENTS**
If you do not complete the formalities or do not meet the deadlines for submitting the documents, we may claim damages from you in proportion to the loss we suffer as a result.

- **FALSE DECLARATIONS**
If you knowingly make false statements about the nature, causes, circumstances or consequences of a claim, you will lose the benefit of the cover provided by your policy for that claim.

B – Expertise

- **Expertise on personal injury**
In the case of Personal Injury cover, the insured is examined by our expert doctor to determine the extent of the loss. He may be assisted, at his own expense, by a doctor of his choice. The insured person must provide us with all the information we consider useful to determine his loss.
In the event of disagreement on the conclusions of the expertise, a third expert shall be appointed by mutual agreement or, failing that, by the President of the Court of Justice of the insured's domicile or of the place where the loss occurred. The conclusions drawn by the third party expert shall have the value of arbitration.

C – Compensation

Benefits are granted up to the amounts indicated in the Table of Benefits.

1 - Civil liability

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

Terms and conditions of application of the guarantee amounts:

- **Determination of the sums insured**
Cover is provided per claim up to the amounts and subject to the excesses set out in the table of cover amounts and excesses.
The costs of proceedings, releases and other settlement costs shall not be deducted from the amount of cover. However, in the event of a conviction exceeding this amount, they shall be borne by the insurer and the insured in the proportion of their respective shares in the conviction.
- **Provisions relating to the guarantees fixed by claim**
In all cases where cover is granted up to a fixed amount per claim, it shall apply to all claims relating to a loss or set of losses resulting from a harmful event or set of harmful events having the same technical cause.
The amount retained is that applicable at the date of the harmful event (or of the first harmful event for a series of harmful events with the same technical cause).
It is then automatically reduced by any compensation paid or due until it is exhausted.

2 – Personal injury accidents

- **Deaths**
We will pay the beneficiaries the capital sum indicated in the table of cover amounts and excesses.
- **Permanent disability**
After the injuries have been consolidated, our medical advisor determines the insured's degree of disability by reference to the Common Law scale. This rate is estimated, if necessary, taking into account pre-existing disabilities, i.e. from the remaining capacity of the insured at the time of the accident; this rate, which cannot exceed 100%, is applied to the capital sum, the amount of which is indicated, according to the chosen formula, in the table of amounts of cover and excesses.
In the event of disagreement, the provisions of the paragraph "Expertise on personal injury" shall apply.

D – Application of excess

With regard to the Civil Liability excess provided for in the contract, you will retain responsibility for:

- any damage up to the amount of the excess ;
- the amount of the excess, where the amount of damage exceeds the excess.

E – Time limit for the payment of compensation

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

Civil liability :

- within 10 days of the agreement

Personal injury accidents:

compensation is paid within the following time limits:

- death: within 15 days from the date of delivery of the death certificate;
- permanent disability: if, at the end of a period of one year from the date of notification of the claim, no consolidation has taken place, we may pay you a deposit, in any case forfeited to the insured, after examination by our medical advisor.

THE FUNCTIONING OF THE CONTRACT

The insurance contract is subject to specific regulations that apply to both insurers and insureds. Most of these regulations are contained in the Insurance Code.

- **EFFECTIVE DATE**
From the day of departure of the trip (specified in the special conditions)
- **END OF EFFECT**
Last day of the trip (specified in the special conditions).

WEATHER GUARANTEE

SNOW GUARANTEE

WHAT DO WE GUARANTEE?

We will compensate you up to the amount specified in the table of guarantees, if the entire ski area corresponding to the ski pass sold is closed for more than 48 consecutive hours during the period of validity of the lift pass. This guarantee is only valid for stays of at least one week, only between the official opening date of the ski area and in resorts located at an altitude of more than 1,700 meters.

In order to be compensated, you will be asked to pay the lump sum.

SUN GUARANTEE

WHAT DO WE GUARANTEE?

We will compensate you up to the amount specified in the Table of Benefits, if during more than half of your stay (of one week minimum), it rains successively or continuously for more than 6 hours between 9am and 6pm.

This guarantee is taken into consideration if the information on the website " www.wunderground.com " concerning the place of stay allows confirmation of the bad weather problems encountered.

UNINSURABLE PERIODS

We will not be able to take into account your SUN GUARANTEE claims during the following period:

- Morocco, Tunisia, Egypt: 01 December to 31 March,
- Caribbean/Antilles: 01 May to 30 September,
- Asia: 01 July to 31 October (monsoon),
- Europe: 01 October to 31 March.

MISCELLANEOUS BAD WEATHER GUARANTEE

WHAT DO WE GUARANTEE?

the event of air delays of more than 12 hours due to atmospheric reasons (cyclones, storms): We will compensate you, on the basis of the night in the hotel, breakfast and local transfers, a flat rate of €100 maximum per file upon presentation of proof. This guarantee only applies if the airlines refuse to provide this service.

WHAT WE EXCLUDE

We cannot intervene if your request results:

- the absence of randomness,
- an intentional and/or wrongful act under the Act,
- a nuclear incident, civil or foreign war, attack, riot or strike,
- of a negligent act on your part.

PEACE OF MIND GUARANTEE - CONTINUATION OF THE JOURNEY

You can contact us 24 hours a day; 7 days a week:

From France : 09 78 45 25 64
From abroad : +33 9 78 45 25 64

In the event of major problems occurring at your home during your trip, we will take the necessary emergency measures to enable you to continue your trip in the best possible conditions if your presence is not imperatively required.

WE INTERVENE IN CASE OF

- Illness or accident of the person responsible for looking after your children,
- We will take care of finding you an "approved" person to look after your children until you return from your trip,
- In the event of serious damage to your home as a result of a burglary, we will arrange for a locksmith and/or a security company to close or guard your home,

- In the event of water damage, we will arrange for you to find a professional plumber to make the necessary emergency repairs.

In all cases, you are responsible for the services of the contributors.

KIDS LINE

From Monday to Saturday from 9 am to 1 pm, a qualified pediatrician is at your disposal for all health questions concerning your children's travel:

You can contact us on the following number: 09 78 45 25 64

The information also covers the following areas:

- Information on administrative formalities relating to the movement of minors.

24-HOUR SERVICE

BEFORE THE TRIP

For any request for information and information useful for the organization and smooth running of your trip, you can contact us:

24 hours a day, 7 days a week on 09 78 45 25 64 (+33 9 78 45 25 64 if you are abroad).

The information concerns the following areas:

- **Health information:** Health, hygiene, Vaccination, precautions to take, Time differences, Animals when travelling.
- **Weather Information:** Climate of the country, Punctual weather.
- **Administrative information:** Embassy, Visas, Police/Customs formalities, Legislation, International permits, Currency exchange, Economic data of the country visited.
- **Additional Tourist Information:** Airports, Cruise Ships, Airlines, Trains of the World, Telephone, Festivals, Events, World Museum, Tourist Office, Leisure Park, World Heritage, International Press, Electricity, Water, Hotels, Restaurants, Sports, Car Rental.

RULES OF OPERATION OF THE SERVICE

The information is communicated by telephone and is not subject to written confirmation or the sending of documents.

Information and intelligence services are provided within the time limits normally necessary to satisfy the request.

DURING THE TRIP

You can contact us 24 hours a day, 7 days a week:
+33 9 78 45 25 64

- Quality assistance at your place of stay
- Administrative assistance
- Transmission of urgent messages to your family or colleagues.

In case of legal problems with this contract, only the French version will be taken into consideration.

ASSUREVER

TSA 72218 - 18039 BOURGES CEDEX
Tel. : +33 (0)1 73 03 41 01

SA with capital of €41,320 - RCS Paris B 384.706.941
Insurance brokerage and management company
Financial guarantee and Professional Civil Liability insurance
Compliant with articles L530-1 and L530-2 of the Insurance Code

The insurance and assistance guarantees stipulated in this document are subscribed with Helvetia Global Solutions Ltd, under number 4.001.590.330.

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ASSUREVER insure your trips

ASSUREVER, the French leader in travel brokerage, has always prioritized the customer and innovation at the heart of its development with a single ambition: to insure your travels with complete freedom.

ASSUREVER designs, manages and distributes specialized solutions for travel insurance and assistance, professional civil liability, financial guarantee, coach and automobile fleet, health and welfare, damage to premises, as well as assistance and insurance services for individuals, professionals and businesses.

With 55 employees, ASSUREVER accompanies you every day.

ASSUREVER

EXPERIENCE :

ASSUREVER has been an independent wholesale broker and manager for over 35 years, specializing in the creation and tailor-made, distribution and management of insurance and assistance contracts in the tourism sector. This broker status allows it to work with the best insurance companies.

PERFORMANCE :

In 2023, ASSUREVER insured more than 1.6 million people worldwide and managed more than 26,000 compensation cases.

OUR COMMITMENTS:

- To guide you in your choice of cover
- To protect you according to your needs
- To help you before and during your trip.

3025 – NP7

YOUR TRAVEL AGENCY



TSA 72218
18039 BOURGES CEDEX
Tel : 01 73 03 41 01
www.assurever.com

S.A. with capital of €41,320 - RCS Paris B 384.706.941
Insurance brokerage and management company registered with ORIAS under number 07 028 567
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Prudential Control and Resolution Authority - 4, place de Budapest - CS 92459 - 75436 PARIS
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