

## ASSISTANCE AGREEMENT FOR CONTRACT N° IB1600283IAP AVI ASSISTANCE

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## **GENERAL TERMS AND CONDITIONS FOR ASSISTANCE SERVICES AND INSURANCE COVERAGE**

This collective insurance contract has been subscribed by AVI INTERNATIONAL with EUROPE ASSISTANCE, also acting in the name and on behalf of its Irish branch, EUROPE ASSISTANCE SA IRISH BRANCH.

AVI International – Les Assurances de Paris, simplified joint stock insurance and reinsurance brokerage company with a share capital of 100,000 euros, registered with the ORIAS under n° 07 000 002 and with the Paris company registration office under the number 323 234 575, with its headquarters at 40-44, rue de Washington, 75008 Paris.

EUROPE ASSISTANCE, a French company with a share capital of 35,402,786 €, registered at the Nanterre company register office under the number 451 366 405, a company governed by the French Insurance Code having its headquarters at 1 Promenade de la Bonnette – 92230 GENNEVILLIERS.

Also acting in the name and on behalf of its Irish branch, of which the trading name is EUROPE ASSISTANCE SA IRISH BRANCH, and of which the main establishment is at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland, registered in Ireland under certificate n° 907089.

## TABLE OF BENEFITS

COVERAGE	MAXIMUM AMOUNTS
<b>MEDICAL COSTS</b>	
Medical costs / hospitalisation ALL DESTINATIONS	Maximum World cover: 1,000,000 € Unlimited number of events Excess per claim: NONE
For temporary trips of less than 30 consecutive days to the country of origin	Maximum 25,000 €
Psychiatric and psychological treatment	Limited to 3 calls or fees for psychologist / psychiatrist fees Refund of fees Maximum 200 €
Maternity treatments	75 % of costs, maximum 3,500 € 180-day elimination period starting on the subscription date
Emergency dental care	500 € maximum per year
Dental costs following an accident	Maximum 420 € per tooth Maximum 1,000 € per year
<b>PERSONAL ASSISTANCE IN THE EVENT OF AN ILLNESS OR AN ACCIDENT</b>	
Dispatch of medication to a foreign country	Actual costs
Repatriation of the policy holder to their country of origin	Actual costs
Visit of a family member in the event of hospitalisation	Round trip travel ticket and accommodation costs *1 person if the hospitalisation > 3 days Maximum 1,900 € *2 persons if the hospitalisation > 7 days Maximum 3,300 €
Early return of the policy holder	Return ticket
Sending of urgent messages	Telephone service
Search and rescue costs	2,000 €
Advance payment of bail in a foreign country	3,000 €
Coverage of legal representation fees	10,000 €
<b>ASSISTANCE IN THE EVENT OF DEATH</b>	
Repatriation of the body in the case of death in a foreign country	Actual costs
Funeral costs including casket or urn costs	2,500 €
Identification of the body and death-related formalities	Return trip ticket
<b>ASSISTANCE DURING THE TRIP</b>	
Advance of funds in the event of the loss or theft of means of payment, identity documents & plane tickets	Maximum 1,000 €
Replacement costs for lost keys	Maximum 40 € per set and per year
<b>CIVIL LIABILITY INSURANCE INCLUDING FOR "AU PAIR" ACTIVITY</b>	

Physical injury	Up to 4,500,000 €
Damage to property	Up to 450,000 €
Damage to the host family's property	500 € maximum
Excess	No excess
<b>BAGGAGE</b>	
Loss, theft, destruction of baggage	2,500 € maximum per person
Delayed baggage	175 € per person
DELAYED TRANSPORT	420 € maximum
<b>PERSONAL ACCIDENT</b>	
Death	10,000 €
Disability	75,000 €
Aesthetic damage	11,900 €
<b>"AU PAIR" COVER</b>	
Refund of hotel costs if the policy holder is transferred to another host family	50 €/night – maximum 6 nights, i.e. 300 €
Refund of schooling fees in the event of the early return of the Au Pair policy holder (medical repatriation, guaranteed early return)	Prorata temporis Maximum 400 €
<b>"HOST FAMILY" COVER</b>	
Refund to the family of the registration costs in the event of the cancellation or interruption of the au pair's stay as a consequence of illness/accident/medical repatriation if their replacement is not possible	Maximum 350 €
Payment of compensation to the Host Family following: <ul style="list-style-type: none"> <li>- The Hospitalisation of the Au Pair Policy holder for more than 3 days</li> <li>- Or following a medical repatriation, early return, change of au pair, and while waiting for the arrival of another Au Pair Policy holder (not available if the Host Family does not want a replacement)</li> </ul>	25 €/day Maximum 400 €

## SOME ADVICE...

### BEFORE TRAVELLING TO A FOREIGN COUNTRY

- Check your contract to make sure it covers the country you are travelling to and the length of your trip.
- Remember to take the forms for the length and type of trip you are going on, as well as for the country you are travelling to (there is specific legislation for the European Economic Area). These different forms can be obtained from your local Health Service so that, if you fall ill or have an accident, your medical costs will be directly covered by your Health Service.
- When you travel to countries that are outside the European Union and the European Economic Area (EEA), you should find out before leaving whether this country has a social security agreement with France. To do this, you must ask your Health Service if you are in the scope of application of the agreement and whether you have any formalities to complete (forms, etc.).  
To obtain these documents you should contact the appropriate organisations before your departure (in France contact your Health Service).
- If you are taking a treatment, remember to take your medication with you and check on its transport requirements depending on your means of transport and destination.
- As we cannot be a substitute for emergency services, and especially if you are going to take part in physical or motorised activities that have an element of risk, or if you are travelling to an isolated area, we recommend that you first make sure that an emergency rescue system has been set up by the appropriate authorities in the country to answer any possible rescue requests.
- If you lose your keys, or if they are stolen, it might be important to have their number to hand. Make sure you note these numbers down.

Similarly, if your identification documents or your means of payment are lost or stolen, it is easier to replace them if you have made copies of them and noted down your passport, identity document and bank card numbers, and if you keep them separate from the originals.

### WHEN ON SITE

- If you fall ill or are injured, contact us as quickly as possible after having called the emergency services for which we cannot be a substitute.

### CAUTION

- You should read the General terms and conditions carefully. They detail the rights and duties of each party, and answer any questions you may have.
- Some pathologies may be a limit to the contract's application conditions. We advise you to read the contract General terms and conditions, and more especially section 10.5. "What are the general exclusions applicable to the contract?" very carefully.
- Your **AVI ASSISTANCE** contract is composed of the 2 following elements:
  - these General terms and conditions: their purpose is to define the conditions covering assistance services and insurance cover and how they are applied, as well as the associated exclusions with regards to the Policy holders of the AVI ASSISTANCE contract subscribed on their behalf by the Subscriber,

- Special terms and conditions: these summarise what the Subscriber has declared, the subscribed cover and zones, as well as the cover amounts applicable to Policy holders.

Request the detail of this information from the Subscriber, who has a duty to provide it to you.

**In order to apply, the services and cover described below must have been subscribed to and indicated in the Special terms and conditions.**

## 1. INSURANCE AND ASSISTANCE GENERALITIES

### 1.1. PURPOSE OF THE CONTRACT

The purpose of these General terms and conditions applicable to the insurance/assistance contract signed between EUROP ASSISTANCE (a company governed by the French Insurance Code) and the Subscriber for its member partners, is to define the rights and duties of EUROP ASSISTANCE, the Subscriber, and the Beneficiaries defined below.

They determine the services covered and provided by EUROP ASSISTANCE to the Beneficiaries of contract n° **IB1600283IAP**.

It has previously been stated that the Policy-holding Beneficiary who signs up to this contract may have reason to stay in a foreign country other than their country of residence for a previously determined and limited period of time, for the purpose of undertaking Au Pair duties.

The purpose of this contract is to cover the Policy holder, within the limits and conditions defined below, during a Trip to a foreign country made in the framework of au pair duties.

The cover for this contract is applicable in the country of residence for a maximum of 30 days on condition of having a return ticket.

Nevertheless, the Insurer does not have a duty to provide insurance cover if doing so exposes it to:

- a sanction, prohibition or restriction resulting from United Nations resolutions;
- to commercial or economic sanctions resulting from the application of European Union, United Kingdom or United States laws and/or regulations.

It is agreed that the cover and services below cannot be subscribed to independently of each other:

- Baggage loss, theft and damage and Delays to baggage
- Refund of Medical Costs following a covered accident or illness.
- Assistance, Repatriation following an accident or illness.
- Death or permanent disability following a covered Accident.
- Civil liability in a foreign country.
- Delayed transport
- "Au Pair" cover
- "Host Family" cover

### 1.2. DEFINITIONS

#### 1.2.1. Definitions common to all the assistance services and insurance cover

For the application of this contract, the terms below are defined as follows:

- **Accident (personal)**

A sudden and unexpected event caused by the sudden effects of an external factor suffered by the Policy holder and not intended by the Policy holder.



- **Act of terrorism**

Any violent, criminal or illegal act committed against people and/or property in the country in which you are travelling or in your country of residence in the case of a temporary return of less than 30 days, within your contract's validity dates, the purpose of which is to seriously threaten public order through intimidation and terror, and which is the subject of media coverage.

This act of terrorism must be recognised as such by the French Ministry of foreign and European affairs.

- **Assault**

Any physical injury, not intended by the policy holder, resulting from the deliberate, sudden and brutal action of another person or group of persons.

- **Baggage**

The Policy holder's suitcases, trunks, and hand baggage and their contents, as long as the contents are clothing and personal effects carried by the Policy holder for the covered trip, or objects purchased during the trip.

- **Beneficiary**

- The Policy Holder for all cover except death cover. In the event of death, the Beneficiary is the non-separated spouse or civil partner, or failing this their children both born and unborn, and failing this the Policy holder's legal beneficiaries.
- The host family for the registration refund coverage and for the Payment of compensation following the Hospitalisation of the Insured Au Pair for more than 3 days, or following their medical repatriation, early return, or for the replacement of an au pair.

- **Claim declaration and management centre**

AVI INTERNATIONAL, mandated by the insurer

- **Collective event**

A single event having a single cause (same location, same date) generating several claims from the Policy holders of the same Subscriber.

- **DROM**

DROM refers to Guadeloupe, Guyana, Martinique, Mayotte and Reunion.

- **Elimination period**

Period during which claims cannot be covered.

- **Emergency dental care**

This refers to the relief of pain requiring emergency treatment related to an infection of the tooth or gums contracted and begun after the effective date of arrival in the host country.

- **Europe**

Countries in the European Economic Area (including overseas territories) as well as Switzerland, Monaco and Andorra.

- **Event**

Any situation defined by these General terms and conditions to be a cause of a request to the Insurer/Assistance to provide cover.

- **Excess**

The share of the costs that remains at your expense.

- **Family member**

A family member is the spouse, civil partner or usual partner living under the same roof, the Policy holder's children, father, mother, one of the parents-in-law, brothers and sisters and grandparents.

- **Foreign country**

The term foreign country covers all countries except your country of residence.

- **France**

France refers to metropolitan France, Monaco and French overseas territories and DROM.

- **Host family**

The person or persons hosting the Insured at their residence in the Trip Country in exchange for the services indicated in the “Au Pair” contract who have been indicated to the DIRECCTE services.

- **Hospitalization**

Any admission of a Policy holder to a hospital centre (hospital or clinic) proven by a hospital admissions form prescribed by a medical doctor, consecutive to an Illness or Accident, and requiring at least one night in the establishment.

- **Illness**

A pathological condition diagnosed by a medical doctor, which is of a sudden and unforeseeable nature and requiring medical attention.

- **Insurance/Assistance**

The insurance cover and assistance services are provided by EUROP ASSISTANCE, a company governed by the French Insurance Code, a joint stock company with a share capital of 35,402,786 €, 451 366 405 RCS Nanterre, with its company headquarters at 1, promenade de la Bonnette, 92230 Gennevilliers also acting in the name and on behalf of its Irish branch of which the trading name is EUROP ASSISTANCE SA IRISH BRANCH and of which the main establishment is at 4th Floor, 4-8 Eden Quay, Dublin 1, D01 N5W8, Ireland., registered in Ireland under certificate N° 907089.

In this contract, EUROP ASSISTANCE is referred to by “us” or “we”.

- **Insurance card**

The insurance card issued to each Policy holder by AVI INTERNATIONAL, on which features their surname and first name, the trip start and end dates, the identification number, policy number and assistance centre phone numbers.

- **Natural disaster**

A natural phenomenon such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural disaster caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities in the country in which it occurs.

- **Place of residence**

Your main and usual place of residence in your country of residence is considered to be your Place of residence.

- **Policy holder/Beneficiary**

A Policy holder/Beneficiary is:

- Any physical person under 30 years of age who has subscribed to this contract with the Subscriber, whose surname and first names feature on the subscription form, or on the list of participants communicated by the Subscriber, and on the insurance card, and who has paid the corresponding premium, and who is staying in a foreign country with a host family in the framework of Au Pair duties, and who can prove their status with the URSSAF and the LA DIRECCTE in France as a family assistance trainee and with their equivalent organisation in a Foreign country.

In this contract, Policy holders are also referred to as “you”.

- **Pre-existing conditions**

Any event, the origin of which is a pre-existing illness and/or injury that has been diagnosed and/or treated by continuous hospitalization, day hospitalization or outpatient hospitalization during the 6

months prior to his/her departure to the trip cannot be covered, whether the event is the appearance or the deterioration of the said condition.

- **Property in custody**

Movable or real property belonging to third parties of which the Beneficiary has the temporary use.

- **Subscriber**

Refers to AVI International

- **Territory**

The World.

- **Travel**

. All your travel, both inside and outside your destination country, not exceeding 12 consecutive months.

- **Trip or Au Pair Trip**

Trip or Au Pair Trip indicates the period spent by the Policy holder in a Foreign country of a maximum of 12 consecutive months, or in their country of residence (for a period of a maximum of 30 days on condition of having a return ticket) in order to improve their language skills and perform home help tasks and/or look after children in a Host Family in exchange for payment exclusively in kind. The Trip dates and destination must feature on the Subscription application.

- **Trip country**

The country in which the Policy holder is carrying out their Au Pair Trip.

- **Residence**

Your main and usual place of residence, declared as such on your income tax returns filed before your departure abroad, is considered to be your Residence.

- **Valuables**

Sports equipment, jewellery, objects made from precious materials, precious stones, pearls, watches, furs, photographic equipment, film making equipment, computers or mobile phones, recording or sound or image production equipment and their accessories.

### 1.2.2 Definitions specific to insurance coverage

- **Claim**

A claim is any unexpected event of a type that is included in the Policy holder's cover under this contract.

- **Collective event**

A single event having a single cause (same location, same date) generating several claims from the Policy holders of the same Subscriber.

- **Consecutive immaterial damage**

Any financial prejudice resulting from the loss of the benefit of a right, the interruption of a service provided by a person or property, the loss of a benefit, which is the consequence of covered physical injury or damage to property.

For private civil liability, all the complaints connected to a single generating cause or originating from the same initial technical cause are one and only one claim, including if there are several third parties.

- **Damage to property**

Any deterioration, damage or destruction, either total or partial, or disappearance of an object.

- **Obsolescence**

The depreciation in the value of goods on the day of the Claim due to their age.

- **Physical injury**

Any physical injury (injury, death) not voluntarily suffered by a physical person.

- **Serious accident**

A sudden and unexpected event caused by the sudden effects of an external factor suffered by a physical person, not intended by the victim, and resulting in the impossibility of the Policy holder travelling by their own means

- **Wear and tear**

The depreciation in the value of goods on the day of the Claim, from their use or their maintenance conditions.

### 1.3. WHICH TYPES OF TRIP ARE COVERED?

The assistance services and insurance cover provided by the contract described in the following sections apply to all trips to a Foreign country in the framework of an Au Pair Trip, for a maximum of 12 consecutive months during the Beneficiary's coverage period.

On expiry of the Au Pair contract, the insurance can be provided for a maximum of 15 days to allow the policy holder to take a tourist trip after the Au Pair Trip.

The total duration of the Au Pair coverage and extension period cannot be in excess of 12 consecutive months.

It is the Subscriber's duty to check that the Policy holders meet the subscription conditions defined in these General terms and conditions.

### 1.4. WHAT IS THE CONTRACT'S GEOGRAPHICAL COVERAGE?

The assistance and insurance coverage applies to the whole world. Exceptionally, some services and coverage applies in the Place of residence for a maximum of 30 days on condition of having a return ticket.

**EXCLUSIONS: in general, countries in a state of civil war or at war with a foreign country, in a state of known political instability, or subject to popular uprisings, riots, acts of terrorism, reprisals, restriction to the free movement of persons and property (for whatever reason, especially health, security, weather related, etc.) or the disintegration of the atomic core and any radiation from a radioactive energy source are excluded.**

### 1.5. INTERVENTION CONDITIONS

We will use all possible and necessary resources to assist you wherever you are in the zone defined in the General terms and conditions and in compliance with the terms of these General terms and conditions.

However, we will only be able to act under the following conditions:

- that the free movement of persons and goods whether by land, sea or air, has not been restricted for any reason, especially following a decision or recommendation of local, national or international authorities, or the occurrence of a Natural disaster or of a war situation,
- that at least the international airport closest to your location is open,
- that the safety of the persons providing the assistance services is guaranteed, it being agreed that it is not within our remit to carry out military operations.

## 1.6. HOW TO USE OUR SERVICES

### 1.6.1. If you need assistance

In an emergency situation, it is essential to contact primary local emergency services for all problems they cover.

In all cases, our intervention cannot be a substitute for the intervention of local public services, or of any person we would have a duty to call upon under local and/or international regulations.

In order to allow us to act, we recommend that you prepare your call.

We will request the following information:

- your surname and first name(s),
- your exact location, the address and a phone number where we can reach you,
- your contract number.

You must imperatively:

- obtain our prior approval before taking any initiatives or committing to any expenditure,
- comply with the solutions we recommend,
- provide us with all the elements relative to the subscribed contract,
- supply all documentary evidence of the expenditure for which you are claiming the refund.

Original copies of all documentary evidence must be sent to us on request.

#### A. In the USA and Canada, you may contact GMMI:

For any questions about medical referrals, medical assistance and medical-related claims:

Toll Free +1 855 840 4169 or Local +1 954 334 7698

For less time sensitive matters you can reach GMMI at the following Email:

[customerservice@gmmi.com](mailto:customerservice@gmmi.com)

or Fax: +1-954-370-8130

#### B- Anywhere else in the world, you may contact Europ Assistance:

- From any other foreign country: +33 9 69 32 10 83
- From France: 09 69 32 10 83
- email: [service-medical@europ-assistance.fr](mailto:service-medical@europ-assistance.fr)
- fax: +33 1 41 85 85 71 (from France 01 41 85 85 71)

### 1.6.2. What are the conditions for the application of assistance services and insurance coverage?

We reserve the right to request any proof to support any request for assistance or insurance claims (death certificate, proof of family relationship, proof of the age of family members, proof of Residence or Place of residence, proof of expenses, tax due notice on condition that all information on it other than your name, address and persons living under your roof has been redacted).

For the "ADVANCE PAYMENT OF HOSPITALISATION COSTS" service, certain documents and documentary proof will be demanded before any advance payments are made.

We will take action on the strict condition that the Event concerned by the cover was uncertain at the time the policy was taken out and on the departure date and time.

Any event, the origin of which is a pre-existing illness and/or injury that has been diagnosed and/or treated by continuous hospitalization, day hospitalization or outpatient hospitalization during the 6 months prior to the request for assistance cannot be covered, whether the event is the appearance or the deterioration of the said condition.

If EUROP ASSISTANCE is led to initiating an intervention because there are no verifying elements available, and after consulting with the Subscriber, the cost of the intervention initiated by EUROP ASSISTANCE will be invoiced to the Subscriber and payable on receipt. If the Subscriber wishes, they can recover the amount from the person who requested the assistance if this person is not the Policy holder.

### **1.6.3. You wish to make a claim covered by the insurance coverage**

Within 2 working days, starting from the moment you are aware of the Claim event for cover for a theft, and within 5 days for all other cases, on condition that this affects the insurer's interests, you, or any person acting on your behalf, must make the claim to:

**AVI International  
40-44 Rue Washington  
75008 PARIS  
[claims@avi-international.com](mailto:claims@avi-international.com)**

### **1.6.4. Multiple coverage**

If the risks covered by this contract are also covered by another insurance policy, you must inform us of the name of the insurance company with which the other policy was taken out (article L 121-4 of the French Insurance Code) as soon as you become aware of this information, and at the latest when making the Claim.

### **1.6.5. False declarations**

**When they change the subject of the risk or reduce our opinion of the risk:**

- any withheld information or intentionally false statements by the Subscriber or yourself, bearing on the elements composing the risk, forfeit the contract. The premiums paid remain in our possession and we will be entitled to demand the payment of all due premiums as defined by article L 113-8 of the French Insurance Code,
- if you or the Subscriber withhold information or make incorrect statements, but it cannot be proved that it was done intentionally, the contract will be terminated 10 days after notice sent to you by registered letter and/or the application of reduced compensation in compliance with article L 113-9 of the French Insurance Code.

### **1.6.6. Cancellation of assistance and coverage due to fraudulent statements**

**In the event of a Claim or a request for an intervention under the assistance and/or insurance cover (defined in these General Terms and Conditions), if you knowingly use incorrect documents as elements of proof or if you use fraudulent methods or make incorrect statements or fail to make complete statements, you will lose all rights to the assistance services and insurance cover defined in these General Terms and Conditions for which these declarations are required.**



## 1.7. WHAT SHOULD YOU DO WITH YOUR TRAVEL TICKETS?

When transport is organised and paid under the contract's coverage, you undertake either to reserve us the right to use the transport tickets in your possession, or to refund us the amount of the refund you obtain from the organisation that issued your transport tickets.

## 2. DESCRIPTION OF OUR SERVICES AND COVERAGE

### 2.1 ADVANCE OF HOSPITAL FEES IN A FOREIGN COUNTRY

If you fall ill or are injured during the trip: for as long as you are in hospital, we can advance hospital fees within the limits of the amount covered in the "Additional healthcare cost refund" section, as long as all the following conditions are met:

- for care prescribed in agreement with our medical doctors,
- as long as our medical doctors consider you cannot be transported after they have collected information from the local medical doctor.

No advances will be paid as from the date we are able to transport you.

In all cases, you undertake to refund this advance payment at the latest 30 days after receipt of our invoice. To be refunded yourself, you must follow the necessary procedure to recover your medical costs from the relevant organisations.

This duty is applicable even if you have undertaken the above refund procedures.

This service will only be available if you returned the "acknowledgement of due amounts" form that we will have sent you previously. This form must be accompanied, either by proof of your healthcare cover (copy of your healthcare insurance card or insurance certificate), or by a bank guarantee. In all cases, the amount covered by healthcare insurance must be at least equal to the maximum amount of the advance. Under the terms of the acknowledgement of due amounts form, you undertake to refund us the advanced amounts.

### 2.2 ADVANCE FOR ROUTINE OUTPATIENT HEALTHCARE COSTS, IN EXCESS OF 1000 EUROS

If you fall ill during your trip, we can advance the costs for the routine outpatient healthcare listed below in excess of 1000 euros:

- consultation or visit (except dentists),
- minor surgery and specialist procedures,
- healthcare auxiliary procedures,
- analysis and laboratory work costs,
- radiology, medical imagery (M.R.I.) and scanners,
- prescription medication refundable by the French social security (except for non-medicinal products).

### 2.3. ADDITIONAL REFUND OF HEALTHCARE COSTS INCURRED IN A FOREIGN COUNTRY

#### 2.3.1. Object of the coverage

To benefit from these refunds, you must be covered by national health primary cover or be covered by any other healthcare organisation and, on your return to your country of Residence or on site in the foreign country, carry out all the formalities required to recover these costs from the relevant organisations and send us the documentary proof mentioned below.

Before travelling to a Foreign country, we advise you to obtain the forms suitable for the trip type and duration, as well as for the country you are travelling to (for the European Economic Area and Switzerland, apply for a European Health Insurance Card).

**These different forms can be obtained from your local Health Service so that, if you fall ill or have an accident, your medical costs will be directly covered by the Health Service.**

**Types of healthcare costs entitling to additional refunds:**

The additional refund covers the costs defined below, on condition that they cover healthcare received in a Foreign country consecutive to an Illness or an Injury that occurred in a Foreign country:

- medical fees,
- cost of medication prescribed by a medical doctor or a surgeon,
- ambulance or taxi costs ordered by a medical doctor for local travel in a Foreign country,
- hospital costs if our medical doctors consider you cannot be transported after they have collected information from the local medical doctor. The additional refund of these hospital costs ceases on the day we are able to transport you, even if you decide to remain.

**REFUND AMOUNT AND PROCEDURE:**

We will refund you the cost of healthcare incurred in a foreign country and remaining at your expense once the social security, mandatory private health insurance and/or any other provident society have made their payments **within the limits of the amounts in the following table.**



COVERAGE	Refund amounts
<p><b>Medical costs consecutive to hospitalisation, including ambulance costs</b></p> <ul style="list-style-type: none"> <li>- Accommodation costs (including possible standard semi-private room costs),</li> <li>- Surgical, anaesthesia and ICU procedures</li> <li>- Possible operating room costs</li> <li>- Consultations</li> <li>- Healthcare auxiliary procedures</li> <li>- Medical biology procedures</li> <li>- Procedures using radiation</li> <li>- Pharmaceutical costs</li> <li>- Post-operation costs as listed above prescribed by the practitioner who carried out the operation, up to 4 post-operation check-up visits</li> <li>- The hospitalisation excess in the event of hospitalisation</li> <li>- The costs of ambulance transport in the framework of an admission to hospital covered by this contract</li> </ul>	<p><b>100% of actual costs per person within the limits of the Table of Benefits</b></p>
<p><b>Medical costs excluding hospitalisation / standard outpatient treatment</b></p> <ul style="list-style-type: none"> <li>- Consultation or visit (except dentists)</li> <li>- Minor surgery and specialist procedures</li> <li>- Healthcare auxiliary procedures</li> <li>- Analysis and laboratory work costs</li> <li>- Radiology, medical imagery (M.R.I.) and scanners</li> <li>- Prescription medication if refundable by the French social security (except for non-medicinal products)</li> </ul>	<p><b>100 % of actual costs per person within the limits of the Table of Benefits</b></p>
<p><b>Emergency dental care as a result of an accident:</b></p> <ul style="list-style-type: none"> <li>- Dentist consultations and visits</li> <li>- Dental care, except for dental implants</li> </ul>	<p><b>100% of actual costs per person within the limits of the Table of Benefits</b></p>
<p><b>Emergency dental care not consecutive to the prior bad condition of the teeth or gums:</b></p> <ul style="list-style-type: none"> <li>- Dentist consultations and visits</li> <li>- Dental care covered: dressing, filling, devitalisation or extraction</li> </ul>	<p><b>100% of actual costs per person within the limits of the Table of Benefits</b></p>
<p><b>Medical costs relative to maternity (pregnancy, non-voluntary abortion, childbirth as well as their sequels or pathological complications)</b></p>	<p><b>75 % of actual costs per person within the limits of the Table of Benefits</b></p>
<p><b>Psychological / psychiatric disorder treatment costs</b></p>	<p><b>100% of actual costs per person within the limits of the Table of Benefits</b></p>

**The cover applies to costs consecutive to healthcare following a covered accident or illness within the limits of the amounts in the Table of Benefits.**

It is provided in the following cases:

- Pharmaceutical, radiology and test costs, and fees,
- All medical costs consecutive to Hospitalisation, including ambulance costs

This expenditure must exclusively have been prescribed by a competent medical authority.

If it considers it necessary and danger free, the assistance department may at all times:

1. Transfer the Policy holder to another hospital and/or
2. Repatriate the policy holder to their place of Residence or transfer them to the best adapted Hospital at their place of Residence.

### 2.3.2. SPECIAL MEASURES TO TAKE IN THE EVENT OF ADMISSION TO HOSPITAL

**If the Policy holder suffers an Accident or Illness requiring Hospitalisation, the Policy holder (or their legal representative) must first, except in force majeure situations, contact the Assistance which will give the full address and details of the approved hospital establishment nearest to the Policy holder's location.**

**If, due to their condition, the Policy holder (or their legal representative) cannot make this contact before admission to Hospital, they must contact the Assistance as soon as their condition permits.**

If the hospital establishment refuses to accept the direct payment of costs by the Assistance, the Policy holder will advance these costs and will be refunded within the limit per person and per claim defined in the "Table of Benefits".

### 2.3.3. REFUND AMOUNTS

Refunds per item are **detailed in the Table above (article 2.1):**

- Medical costs excluding admissions to hospital: without Excess, 100 % of Reasonable Routine Costs, within the limit, per person and claim, defined in the "Table of Benefits".
- Hospitalisation costs: 100 % of actual costs within the limit, per person and claim, defined in the "Table of Benefits" and Reasonable Routine Costs without Excess, when the Policy holder is hospitalised in an establishment approved by the Assistance.
- Emergency dental care (see detail further in this document): 100 % of actual costs within the limits, per person and per claim, defined in the "Table of Benefits" and Reasonable Routine Costs incurred for urgent dental care (that cannot be postponed, due to the pathological condition of the Policy holder) and for the following dental care: dressing, filling, pulp removal, or tooth extraction.
- Medical costs relative to maternity (pregnancy, non-voluntary abortion, childbirth as well as their sequels or pathological complications): 75 % of actual costs within the limits, per person and claim, defined in the "Table of Benefits".

The refunded amounts are those:

- after deduction of the refund of other additional health insurance organisations where applicable,
- within the limit of the refund **indicated in the Table of Benefits** communicated with the subscription.

The refund amounts **in the Table of Benefits** are expressed, depending on the case:

- in Actual costs (AC),
- in amounts in euros. These amounts are the coverage cap per Claim and per beneficiary and cannot be exceeded.

- in amounts per procedure expressed in euros.

The applicable price we use to calculate services is the price on the date the healthcare was received.

In the case of complementary cover over the European Health Insurance cover, only the costs that have been first covered by the basic health insurance will be refunded.

**In all cases, your refunds will be limited to the actual amount of costs incurred.**

**It is explicitly agreed that the Insurer has the legal right to limit or dispute the cover if there is a failure to follow the Medical Ethics Code rules (article 4127-1 of the French Public Health Code).**

#### 2.3.4. COVERAGE

The contract covers the following costs:

##### **HOSPITAL MEDICAL CARE:**

- accommodation costs (including possible standard semi-private room costs),
- surgical, anaesthesia and ICU procedures,
- possible operating room costs,
- consultations,
- healthcare auxiliary procedures,
- medical biology procedures,
- procedures using radiation,
- pharmaceutical costs,
- post-operation costs as listed above prescribed by the practitioner who carried out the operation, up to 4 post-operation check-up visits,
- the hospitalisation excess in the event of hospitalisation,
- the costs of ambulance transport in the framework of an admission to hospital covered by this contract.

##### **HOSPITALISATION FOR LESS THAN 24 HOURS:**

Hospitalisation for less than 24 hours including a surgical procedure is considered to be equivalent to hospitalisation for at least 24 hours.

Chemotherapy is considered to be hospitalisation for less than 24 hours.

##### **ROUTINE OUTPATIENT CARE**

- consultations or visits (except dentists),
- minor surgery and specialist procedures,
- healthcare auxiliary procedures,
- analysis and laboratory work costs,
- radiology, medical imagery (M.R.I.) and scanners,
- prescription of medication refundable by the French social security (except for non-medical products).

##### **DENTAL COSTS - CONSECUTIVE TO AN ACCIDENT OR A DENTAL EMERGENCY NOT CONSECUTIVE TO THE PRIOR BAD CONDITION OF THE TEETH OR GUMS:**

“Dental emergency” means any infection of the root canals for which the absence of a treatment within 48 hours is likely to lead to complications:

- dentist consultations and visits by dentists,
- dental care, except for dental implants.

In the case of an accident, the coverage is due after the Policy holder's return to the country of origin if a medical expert determines that they could not follow the treatment immediately considering their state of health or age. In this case the Insurer will intervene after the primary national health insurance and the eventual private health insurance the Policy holder may have in their country of origin.

**MEDICAL COSTS RELATIVE TO MATERNITY (pregnancy, non-voluntary abortion, childbirth as well as their sequels or pathological complications)**

75 % of actual costs within the limits, per Policy holder and per year, defined by the “Table of Benefits”. Coverage is only available for Policy holders aged 30 years maximum on the date they subscribed to this contract, exclusively in a Foreign country, and after expiry of an elimination period of 180 days starting on the date of subscription.

#### **PSYCHOLOGICAL/PSYCHIATRIC DISORDER TREATMENT COSTS**

The costs of a psychological/psychiatric disorder treatment are refunded depending on the duration of the Policy holder’s trip, up to the cover cap, and only if the treatment was prescribed by a medical doctor.

**The refund of all healthcare costs for the procedures listed in the Table of Benefits, prescribed by a qualified Medical authority, is covered.**

**Procedures that are not included in the French social security nomenclature are never covered. Only the costs corresponding to procedures that occurred during the coverage period will be compensated.**

**Costs will be refunded item per item depending on the selected option, within the limit of actual costs and in accordance with the Table of Benefits.**

**If the Policy holder is admitted to hospital, the costs will be covered if the hospitalisation is:**

- consecutive to an Accident,
- consecutive to an unexpected illness requiring medical or surgical attention that cannot wait for the return or repatriation to the country of origin.

“Unexpected illness”, means any sudden and unforeseeable alteration of the state of health that is medically witnessed.

“Accident”, means any physical injury not inflicted intentionally by the Policy holder and exclusively caused by the sudden and unforeseeable action of an external cause. The following are therefore not accidents for the purposes of this contract, events totally or partially caused by an illness (pathological cause).

**Services linked to pregnancy and maternity, Spa therapy and procedures relative to prevention or medical check-ups (contraception monitoring, cholesterol analyses, etc.) will never be refunded.**

**The Insurer will only pay for the services if the expenditure is reasonable and usual.**

## **2.4. HALT OF THE PAYMENT OF MEDICAL COSTS**

The Policy holder’s medical costs will cease to be covered in the following cases:

### **2.4.1. In a foreign country**

At the expiry of the Insurance cover, in compliance with the date on the Policy holder’s Identification Card.

### **2.4.2. In the country of origin**

The cover ceases as soon as the Policy holder returns to their country of origin.

### **2.4.3. Extension of cover to the country of residence**

**During holidays of a maximum duration of 30 days in the country of residence, and on condition of having a return ticket**, during the cover period mentioned on the personal insurance card and corresponding to the paid premium, the Policy holder remains covered during their stay in the country of residence. This extension of cover is granted under the conditions, limitations and exclusions of this Contract.

The Insurer will refund the medical costs within the limits indicated in the Subscription certificate's Table of Benefits as a complement to the eventual mandatory health cover (Social Security) and the cover by any health insurance organisation.

This cap includes the above mandatory health insurance cover and cover by any other additional health insurance organisation.

You (or your beneficiaries) undertake to carry out all the necessary formalities to recover these costs from the organisations in question, and to send us the following documents:

- original social security statements and/or health insurance statements proving the refunds obtained,
- photocopy of the medical care notes justifying the expense.

Failing this, we will not be able to proceed with the refund.

If Social security and/or the organisation you pay contributions to do not cover the paid medical costs, we will refund you **up to the amount indicated in the Table of Benefits**, for the duration of the contract, on condition that you first supply the original medical invoices and a certificate from Social Security, healthcare insurance or any other health insurance organisation stating that the costs are not covered.

## 2.5 EXCLUSIONS

Besides the care not included in the cover, are excluded:

- procedures that are not included in the Common Classification of French Medical Procedures (CCAM), as well as the procedures not covered or that do not have a cost in the said Classification, except for the treatments and procedures covered by this contract,
- the share of costs refunded or refundable by any social security organisation (e.g.: Social Security) or by another insurance contract,
- care provided in a hospital or public medical establishment free of charge in the absence of this agreement,
- psychomotricity, ergotherapy, logopedics and the treatment of psychomotor disorders,
- procedures carried out by a person who does not have the required qualifications,
- any care not prescribed by a medical doctor, or that is unnecessary from a strictly medical point of view,
- any medical or dental care that does not meet professional standards,
- procedures for which the Policy holder has not requested prior approval from the Assistance centre, or for which the prior approval was rejected,
- any surgery that is not required by a medical emergency, unless it has been given prior approval by the Insurer,
- costs relating to aesthetic treatments (or those can be assimilated to them) of any origin or type, except in special cases (following an accident that occurred during the cover period for this contract) that have resulted in the insurer giving written prior approval, and within the conditions and limits indicated by the insurer,
- costs incurred before the cover comes into effect, or after the cover has ceased,
- all routine non-medicinal products such as: cotton wool, alcohol, toothpaste, dressings, soap, fragrance, shampoo, parapharmacy costs, cosmetic treatments, hygiene products, sun and/or hydrating creams, cosmetic products, comfort treatments, vitamins and minerals, dietary supplements, diet products, baby food, mineral water,
- accessory costs, the cost of telephone calls other than those to the Assistance centre, television costs in the event of hospitalisation,
- the accommodation and treatment costs relative to a stay in a rest and/or convalescent home, except when the stay follows hospitalisation for more than 30 days or major surgery (limitation to 30 days),
- pedicure,
- healthcare auxiliaries other than kinesiotherapists and nurses in the case of a characterised accident,
- dental implants, periodontics,
- the extraction of wisdom teeth for trips of less than 3 months,

- any dental care that is not urgent, such as: routine check-ups, de-scaling, pre-existing conditions including caries/cavities, reconstruction treatments, crowns and/or crown repairs, or any other treatment not required to relieve pain,
- vaccination costs,
- skin care, examinations and treatment (except cancer treatments),
- temporomandibular joint operations,
- attention deficit disorder, with or without hyperactivity,
- any treatment related to sterility, fertility or contraception,
- medication and treatments to stop tobacco use,
- laser eye surgery (including myopia correction) and cataract treatment,
- search and transport costs for organ transplants,
- preventive treatments,
- health assessments, routine tests and check-ups,
- treatments not recognised by the medical authorities of the country in which they are located,
- any hospitalisation that, at the date of subscription, was scheduled in the 12 months following the start of contract cover, for any reason,
- costs that could have been covered by the Policy holder on their return to their usual place of residence,
- accommodation and treatment costs relative to a stay in a professional re-education establishment (or an assimilated establishment),
- care given in a nursing establishment and costs consecutive to assisting a person in their daily activities, even if the person is declared to be temporarily or permanently disabled. Such services are considered to be home help even when prescribed by a medical doctor and when provided by suppliers that have medical or paramedical status.
- cost of medical hospitalisation or stays in a sanatorium or preventorium, when the establishment the Policy holder stayed in is not approved by the competent public authority,
- thermometers and sphygmomanometers,
- medication linked to erectile disorders,
- growth hormones,
- sex change related surgery and treatments,
- treatment for obesity, slimming, rejuvenation or any other aesthetic treatments,
- Trips taken with the purpose of obtaining a diagnosis and/or undergoing treatment and the associated costs,
- transport costs other than ambulance costs,
- treatments considered to be experimental,
- podiatry treatments that are not the result of an accident or an illness,
- spa treatments or thalassotherapy treatments,
- detoxification programmes (alcohol, addictions or assimilated),
- abortion costs,
- costs relative to accidents or illnesses deliberately caused by the Policy holder, and those resulting from attempted suicides and self-mutilation,
- costs resulting from the practise of the sports listed below:
  - extreme sports: bungee jumping, pot-holing, extreme canoe or kayak (on rapids in excess of class V, rivers in excess of class II, in the sea and on the ocean at more than 2 miles from the shore) sailing (transoceanic, solitary at more than 20 miles from a shelter) and base jumping,
  - mountain sports: mountaineering, mountain climbing (except for artificial rocks without safety), rock-climbing, solitary trekking at altitudes in excess of 3000 metres, ski jumping, bobsleigh, skiing (alpine, cross country, snowboard) outside marked routes open to the public, and canyoning,
  - air sports: aerobatics, gliding, parachuting, ULM, hang gliding, paragliding and skysurfing,
  - competition defence and combat sports,
  - manual or physical activities whether paid or not, in the context of an internship with a company or laboratory,
  - use of a two or three wheeled motorised vehicle of over 50cm<sup>3</sup> as the driver or the passenger.



- **Medical costs considered excessive, unreasonable or unusual considering the country in which they were incurred, can be the subject of a refusal or a limitation of the covered amount.**

**Cover is not applicable in cases of:**

- **civil or foreign war,**
- **disintegration of the nuclear core or radiation,**
- **treatments or surgery for rejuvenation or aesthetic purposes,**
- **deteriorations due to the policy holder's deliberate failure to follow medical prescriptions.**

### **3. ASSISTANCE, REPATRIATION COVER**

#### **3.1 INTERVENTION CONDITIONS**

For all interventions, it is imperative that the Policy holder or their representative contact the Assistance first. The contact details are given in section 1.6. HOW TO USE OUR SERVICES? and on the Assistance card.

In all cases, only the Assistance's medical authorities are authorised to decide on repatriation, the choice of means of transport and the place of hospitalisation, and if necessary will get in contact with the local medical doctor and/or the family general practitioner.

Bookings are made by the Assistance centre which can request unused tickets from the Policy holder. The Assistance only has a duty to cover the costs additional to those the Policy holder would normally have paid for their return.

#### **3.2. DESCRIPTION OF OUR SERVICES**

##### **3.2.1. Personal Assistance in the event of an illness or an injury**

###### **3.2.1.1. Transport / Repatriation**

If you fall ill or are injured, our medical doctors will contact the local doctor who treated you for the illness or the Accident.

The information collected from the local doctor and eventually the usual general practitioner, after a decision by our doctors based only on medical requirements, allows us to trigger and organise:

- either your return to your place of Residence,
  - or your transport, where applicable under medical supervision, to a suitable hospital establishment close by in your country of Residence
- by a light ambulance vehicle, by ambulance, by train (seat in 1st class, 1st class sleeper, or sleeper train), by airline or by medical air transport.

In some situations, your medical condition may require you to be transported to a medical centre close by first, before your return to a structure close to your place of Residence can be considered.

Only your medical condition and compliance with applicable health regulations are considered when deciding on transport, the choice of means of transport, and the choice of the eventual location for hospitalisation.

#### **IMPORTANT**

In this context, it is explicitly agreed that the final decision will be made by our medical doctors in order to avoid any conflict of medical authority.

Furthermore, if you refuse to accept the decision considered by our medical doctors to be the best, you release us from liability, especially if you return by your own means or if your medical condition worsens.

### 3.2.1.2 Hospitalisation presence

When you are admitted to hospital in the place you fell ill or had your Accident, and our medical doctors, based on the information provided by local doctors, decide that you are not fit to be repatriated and that your Hospitalisation time is more than 3 consecutive days (or 24 hours if you are a minor or disabled), we will organise the return trip from your Country of residence by rail in 1st class or by plane in economy class for a person of your choice to travel to your bedside.

We will organise and cover the costs of transport tickets and accommodation for this person up to the amount indicated in the "Table of Benefits".

**In the event of Hospitalisation of more than 7 days, this service is valid for two members of your family** residing in your country of origin up to the amounts indicated in the "Table of Benefits".

We will organise and cover the costs of this person's or these persons' trip costs without the cost of the ticket and stay exceeding the amount indicated in the "Table of Benefits".

### 3.2.1.3. Early return due to the admission to hospital or death of a family member

You are informed of the unscheduled admission to hospital for a minimum of 48 hours or the death of a Family member occurring in your Country of residence.

In order to be able travel to visit a hospitalised person or to attend the funeral of the deceased in your country of Residence, we will organise your return trip and cover the cost of a first class train ticket or economy class plane ticket limited to a single return ticket per policy holder, subject to the impossibility of using the travel tickets initially planned in the framework of your Trip.

If you fail to send us documentary proof (admission documents from the hospital, death certificate, proof of family relationship) within 30 days following the admission to hospital, we reserve the right to invoice you for the full covered costs.

The date your Family member is admitted to hospital must be later than your departure date to a Foreign country and the funeral date must be before your initially planned return date.

## 3.2.2 Assistance in the event of death

### 3.2.2.1. Body transport and coffin costs for a deceased policy holder

If the Policy holder dies, we will organise and cover the cost of the transport of the policy holder's corpse to the funeral location in their country of Residence.

We will also cover all the costs required for preparation and other specific transport costs only, all other costs being excluded. Furthermore, we will participate in the casket or urn costs that the family will purchase from the funeral contractor of their choice, **up to 2,500 euros**, when the original invoice is provided to us.

The other costs (especially the ceremony, local transport, burial, cremation, cemetery plot) remain payable by the family. The funeral must be organised by the family.

### 3.2.2.2. Identification of the body and death-related formalities

If the Policy holder dies when alone on site, and if the presence of a Family member or friend is required to identify the body and carry out repatriation or cremation formalities at the place of death, we will organise and cover the round trip costs for this person by train in first class or by plane in economy class.



### 3.2.3. Travel assistance

#### 3.2.3.1. Advance of criminal bail (only in a foreign country)

You are in a foreign country and are in prison or risk imprisonment. We will advance criminal bail **up to 3,000 euros**. You undertake to refund this advance within 30 days of receiving our invoice, or as soon as the criminal bail has been returned by the authorities if this occurs earlier.

If you fail to appear in court, the return of the criminal bail that you will not recover because you failed to appear becomes due immediately. The advance can only be covered if an "acknowledgement of due amounts" form has been filled in.

This cover does not cover the legal consequences in your country of Residence consecutive to a traffic accident in a Foreign country.

#### 3.2.3.2. Coverage of legal representation fees (only in a foreign country)

You are in a Foreign country in which legal proceedings are taken against you. We will advance and cover the cost of lawyers' fees that you have paid in that country, if you supply documentary proof, **up to the amount indicated in the Table of Benefits**, on condition that the proceedings being taken against you in that country are not subject to criminal sanctions. Your request for cover must be accompanied by an enforceable court ruling.

This cover does not cover the legal consequences in your country of Residence consecutive to a traffic accident in a Foreign country.

#### 3.2.3.3. Sending of urgent messages

If, during your trip to a Foreign country, you cannot contact a person in your country of Residence, we will forward the message you have given us by telephone at the date and time of your choice.

**N.B.:** This service does not allow the use of collect calls. We cannot be held liable in any way for the content of your messages, which remain subject to French legislation (notably criminal and administrative). Failure to comply with this legislation may lead to a refusal to forward the message.

#### 3.2.3.4. Dispatch of medication to a foreign country

You are staying in a Foreign country and the medication that is essential to the continuation of your treatment, the interruption of which constitutes a risk to your health according to our medical doctors, has been lost or stolen. We will look for equivalent medication locally and, if we are successful we will organise a visit to a local medical doctor who can prescribe it for you. The medical costs and medication costs remain at your expense.

If no equivalent medication is available on site, we will organise the shipment of the medication prescribed by your doctor, from the country of residence and according to applicable regulations, on condition that your doctor sends our doctors a copy of the prescription he gave you and that the medication is available in local dispensing chemists.

We will cover the shipping costs and will invoice you customs duties and the costs of purchasing the medication which you undertake to refund to us on receipt of the invoice.

These consignments are subject to the general terms and conditions of the transport companies we use. In all cases, they are subject to French regulations and conditions as well as to the national legislation of each country in matters of importing and exporting medication.

We decline all liability for the loss, theft and regulatory restrictions that may delay or make it impossible to transport the medication, as well as for the resulting consequences. In all cases, these shipments do not include blood products or blood derivative products, products reserved for hospital use, or products requiring special storage conditions, especially refrigeration, and more generally products that are not available from dispensing chemists in France. Furthermore, the halt in the production of the medication, their withdrawal from the market, or their unavailability in France are cases of *force majeure* that can delay the cover or make it impossible.

### 3.2.3.5. Sea, mountain and desert search and rescue costs

We will cover sea, mountain and desert search and rescue costs used to locate you following an event during your stay in a Foreign country, **up to 2,000 € per policy holder**.

Only costs invoiced by a company authorised to carry out this activity can be refunded.

Under no circumstances do we have a duty to organise search and rescue.

You, or your beneficiaries, must send us:

- the claim declaration describing the circumstances,
- the paid invoice issued by the search and rescue organisation mentioning the date and type of intervention and its reason,
  
- the medical certificate, police report or death certificate depending on the case.

### 3.2.3.6. Advance of funds in a foreign country

If your means of payment, credit or debit cards, cheque books, identity documents (such as passport or identity card, etc.) and/or your return plane ticket are stolen, and on condition that you provide a loss or theft certificate from the local authorities, we will send you **an advance of funds of up to 1,000 €** so that you can cover your basic necessity costs on the following conditions:

- either the payment of the corresponding amount by a third party by debit or credit card,
- or the payment of the corresponding amount by your bank.

You will sign a receipt when the funds are handed over to you.

### 3.2.3.7. Replacement costs for lost keys

In the event of the loss of the keys to the Host Family's residence, we will refund the cost of cutting a new set up to the amount indicated in the "Table of Benefits" and on presentation of the invoice.

## 3.3. WHAT WE EXCLUDE

**We can never be a substitute for local emergency services.**

**In addition to the general exclusions in section 10.5, the following are excluded:**

- **the consequences of risks of infection in an epidemic context, of the exposure to infectious biological agents whether deliberate or accidental, exposure to chemical agents of the combat**
- **gas type, to incapacitating agents, to neurotoxic agents or agents with remanent neurotoxic effects,**
- **the consequences of your deliberate actions or the consequences of fraudulent acts, suicide attempts or suicides,**
- **pre-existing illnesses and/or injuries that have been diagnosed and/or treated by continuous hospitalization, day hospitalization or outpatient hospitalization during the 6 months prior to the request, whether the event is the appearance or the deterioration of the said condition,**
- **costs incurred without our agreement, or not explicitly defined by these contractual general terms and conditions,**
- **expenses not proven by original documents,**

- claims occurring in countries that are excluded from the cover or outside the contract's validity period, and especially beyond the duration of the planned trip to a foreign country,
- the consequences of incidents occurring during motor sport trials, races or competitions (or their heats), subject to prior authorisation from public authorities under applicable regulations if you participate as a competitor, or during trials on circuits subject to prior approval by public authorities, even if you are using your own vehicle,
- trips undertaken in order to obtain a diagnosis and/or medical treatment, or plastic surgery, their consequences and the resulting costs,
- the organisation and coverage of the transport listed in section 3.2.1.1. "Transport/Repatriation" for benign disorders that can be treated on site and that do not prevent you from continuing your travel or your trip,
- requests for assistance covering medically assisted procreation or abortions, their consequences and their resulting costs,
- requests relative to surrogate procreation or childbearing, its consequences and the resulting costs,
- medical devices and prostheses (dental, hearing, medical),
- spa treatments, their consequences and their resulting costs,
- scheduled admissions to hospital, their consequences and their resulting costs,
- vaccines and vaccination costs,
- medical check-ups, their consequences and their associated costs,
- plastic surgery on aesthetic grounds, as well as their eventual consequences and their resulting costs,
- stays in a rest home, their consequences and their resulting costs,
- medical or para-medical services and the purchase of products of which the therapeutic nature is not recognised by French legislation, and the associated costs,
- health assessments for the purpose of preventive screening, regular treatments or analyses, their consequences and the resulting costs,
- excess baggage costs for air transport and the cost of transporting baggage when it cannot be transported with you,
- trip cancellation costs,
- restaurant costs,
- customs duties.

#### 4. BAGGAGE LOSS, THEFT AND DAMAGE AND DELAYS

##### 4.1. WHAT WE COVER

##### 4.1.1. The disappearance and/or accidental damage to baggage, objects and personal effects

**In the context of a trip to a Foreign country, and within the limits of the amounts in the "Table of Benefits" we cover the baggage, objects and personal effects you have taken with you for your trip, against:**

- the loss, theft or total or partial deterioration of your Baggage during its transport by a transport company or during transfers organised by the Trip organiser,
- the total or partial deterioration of your Baggage resulting from theft or attempted theft, fire, explosion, lightning strikes and natural disasters,
- theft of your Baggage transported out of sight in the trunk of a non-convertible, properly closed and locked vehicle.

**When the vehicle is parked on the public highway, the cover is only applicable between 7 am and 10 pm (local time).** In all cases, you must provide proof of the time the theft was committed.

The first year following purchase, the refund value is calculated as 75 % of the purchase price. Starting from the second year following the purchase, the value is reduced by 10 % per year. Valuables are covered within the limits indicated in the "Table of Benefits".

**N.B.:** Identity documents, driving licences, passports or local transport tickets are only refunded in cases of assault or theft. The cost of the renewal of identity documents, passports and driving licences will be refunded on presentation of the paid invoice.

The same applies to your local and urban travel tickets or season tickets.

When the loss, theft or total or partial destruction of your Baggage is covered by the civil liability of a transport company with which they were properly registered, the Insurer's coverage applies after application of, and exclusively as a complement to, the compensation the transporter must pay, without exceeding the maximum amounts indicated in the "Table of Benefits".

**N.B.:** if the transport company rejects the complaint on the grounds that you did not fill in a damage declaration form, or on the grounds that you did not fill it in within the deadline, we will also reject it, as we only provide cover over and above the transport company's insurance.

Furthermore, jewellery, valuable objects and watches are only covered against theft and only when they are worn by you and on you, used by you, or placed in a separate safe or in a hotel safe.

#### 4.1.2. Late baggage delivery

In the framework of a trip to a Foreign country, if your personal baggage that has been checked in with the company you travelled with is not delivered to you at your outward destination airport, and if it is delivered over 24 hours late, we will refund your purchases of first necessity items up to the amounts indicated in the "Table of Benefits".

**This compensation cannot be combined with the "DISAPPEARANCE AND/OR ACCIDENTAL DAMAGE OF BAGGAGE, OBJECTS AND PERSONAL EFFECTS".**

#### 4.2. WHAT WE EXCLUDE

In addition to the general exclusions in section 10.5, the following are excluded:

- the theft of baggage, personal objects and effects left unsupervised in a public place, or stored in a room available for the shared use of several people,
- mislaid, lost (except by a transport company), exchanged baggage,
- theft not regularly witnessed and reported by an authority (police, transport company, purser, etc.),
- theft by your staff during the performance of their jobs,
- accidental damage caused by leakage of colouring or corrosive liquids or greases contained in your baggage,
- confiscation of property by the authorities (customs, police),
- damage caused by mites and/or rodents as well as cigarette burns or burns from a non-incandescent heat source,
- theft from a convertible and/or estate or other type of vehicle without a trunk; the cover still applies on condition that the baggage cover delivered with the vehicle is used,
- collections, professional samples,
- the theft, loss, mislaying or deterioration of cash, documents, books and credit cards,
- jewellery theft when it has not been placed in a locked safe or is not worn,
- the breakage of fragile objects such as porcelain, glass, ivory, pottery or marble objects,
- indirect damage such as loss of value and loss of use,
- the items listed below: any prosthesis, any kind of bracing,
- trailers, share certificates, paintings, spectacles, contact lenses,
- keys of all kinds (except your house keys and your host family's house keys), documents recorded on tapes or film as well as professional equipment (other than laptop computers), CDs, DVDs, all multimedia equipment (PDA, etc.), GPSs, sports equipment, musical instruments, foodstuffs, cigarette lighters, pens, cigarettes, alcohol, works of art, fishing rods, beauty products, photographic films.

#### 4.3. WHAT IS THE AMOUNT OF OUR COVER?

The amount indicated in the **Table of Benefits** is the maximum refund for each of the claims during the covered period.

#### 4.4. HOW IS YOUR COMPENSATION CALCULATED?

You will receive compensation on the basis of the value of replacement by equivalent objects of the same kind, Obsolescence and Wear and Tear. The proportional rules defined in article L 121-5 of the French Insurance Code will never be applied.

#### 4.5. WHICH DOCUMENTS ARE REQUIRED IN THE EVENT OF A CLAIM?

Your claim declaration must include the following elements:

- the receipt for a complaint or a declaration of theft made within 48 hours to an authority (police, transport company, purser, etc.) in the case of loss or theft, the transporter's reserve forms (sea, air, rail, road) when your baggage or items are lost while in the legal custody of the transporter.
- the check-in ticket for the baggage delivered late by the transport company and the proof of the late delivery.

**If you fail to provide these documents, we are entitled to demand an indemnity equal to the prejudice you have suffered. The coverage amounts cannot be considered to be the proof of the value of the property you are requesting compensation for, nor proof of the existence of this property.**

**You have a duty to use all means at your disposal and any documents in your possession to prove the existence and value of this property at the time of the Claim event, as well as the extent of the damage. For professional equipment, and especially laptops, the company you work for may be required to certify the value of these elements and that you were carrying them for a Mission on your departure.**

**If you have also made a claim to the transporter, you must notify us of this fact when declaring the claim.**

**Loss of coverage through fraudulent statements:**

**If you knowingly use incorrect documents as proof, or fraudulent means, or make incorrect statements or withhold information, you will forfeit all entitlement to compensation.**

#### 4.6. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE STOLEN OBJECTS COVERED BY BAGGAGE COVER?

**You must notify us of the fact immediately by registered letter as soon as you are informed.**

- If we are still to pay the compensation, you must take possession of the objects, in which case we will only cover the cost of damaged or missing items.
- If we have already paid you compensation, you have 15 days to choose:
  - o either abandonment,
  - o or to recover the objects by returning the compensation minus the cost of damage and missing objects.

If you have not decided within 15 days, we shall consider that you have chosen abandonment.

## 5. PERSONAL TRAVEL ACCIDENT COVER

### 5.1. WHAT WE COVER

We cover the payment of the compensation **defined in the Table of Benefits amounts** if the Policy holder suffers an Accident with physical injury during their stay in a Foreign country during the contract validity period or in the event of Death occurring immediately after or within 7 days following the covered Accident.

If the Policy holder's body is not recovered following a shipwreck or the disappearance or the destruction of the means of transport they were travelling in or on, there will be a presumed death after a period of one year following the date of the Accident, Cover is valid on presentation of a court ruling declaring the death.

However, if, after the lump sum has been paid to the Beneficiary, it is proved at any time that the Policy holder is still alive, the amount paid on the grounds of presumed death must be returned to the Insurer in full.

#### **Definition of an accident with physical injury:**

A physical injury suffered due to the sudden and violent action of an external cause independent of your control.

### 5.2. WHAT IS THE AMOUNT OF OUR COVER?

Our cover is for the amount **indicated in the Table of Benefits amounts** in the following cases:

- death: the lump sum indicated in the Table of Benefits amounts is payable to your beneficiaries,
- permanent total disability: you will receive a lump sum of which the amount is indicated in **the Table of Benefits Amounts**,
- permanent partial disability: you will receive a lump sum of which the amount will be calculated by applying your permanent partial disability level to the amount indicated in the **Table of Benefits amounts** for permanent total disability, determined using the European Assessment Schedule for Physical and Mental Impairments, without taking into account the victim's professional activity.

**The compensation amount can only be defined after consolidation, i.e. once the consequences of the Accident have stabilised.**

#### **Combined compensation:**

Death and permanent total disability cover cannot be combined when they are the result of the consequences of a single covered event.

If, after having received compensation resulting from partial disability consecutive to a Covered event, you were to die from the consequences of the same Event, we will pay your beneficiaries the lump sum within the limits of the amount **indicated in the Table of Benefits amounts** minus the compensation that we have already paid for permanent partial disability.

When the combined due compensation exceeds the **limits defined in the Table of Benefits amounts**, the insurer's liability is limited to that amount and the compensation paid to the victims of a same event will be reduced and paid proportionally to the number of victims in the proportion of the coverage they would have qualified for if there was no limitation to coverage.

#### **Maximum coverage per Collective event**

In the event of a covered claim event being caused by a single Collective event leading to the death, permanent disability, coma, or requiring adaptations to the homes of several Policy holders, we limit the maximum coverage amount per Collective event to the **following amounts**:

- Baggage theft, loss and damage: 20,000 €
- Delayed baggage: 1,000 €
- Civil liability in a foreign country:
  - o Physical injury: 4,500,000 €
  - o Damage to property: 500,000 €



### 5.3. WHAT WE EXCLUDE

In addition to the general exclusions detailed below (section 10.5), the following are excluded:

- accidents caused by: blindness, paralysis, mental disorders, as well as all illnesses or infirmities existing when this contract was subscribed to,
- accidents resulting from the practise of certain sports such as: rock-climbing, mountaineering, luge competitions, underwater diving with or without autonomous breathing equipment, parachuting and all air sports, including kite flying and flying similar devices, pot-holing, as well as those resulting from training for, or participating in sports competitions,
- accidents caused by the use of a motorcycle of over 125 cm<sup>3</sup> both as driver or passenger,
- accidents caused by the professional practice or teaching by the policy holder of a sport,
- accidents caused by a transport company not licensed for public transport.

### 5.4. HOW IS COMPENSATION CALCULATED?

For cases of disability not featured in the European Assessment Schedule for Physical and Mental impairments, the rates are fixed by comparing their seriousness with the cases listed in the schedule, without the victim's professional activity being taken into account to determine the seriousness of the disability.

Lesions to members or organs that already suffered disability before the Accident are only compensated for the difference in state before and after the Accident.

The assessment of lesions to members or organs cannot be influenced by the pre-existing disability of another member or organ.

If it is medically established that you are left-handed, the disability rate defined for the upper right hand member is applicable to the upper left hand member, and vice versa.

If the Accident causes several lesions, the disability rates are totalled together, without it being possible to exceed 100%.

The application of the European Assessment Schedule for Physical and Mental Impairments supposes in all cases that the consequences of the Accident have not been aggravated by the action of a previous illness or disability, and that the victim had undergone suitable medical treatment.

### 5.5. WHAT ARE YOUR DUTIES IN THE EVENT OF A CLAIM?

In the event of a claim, you, or your beneficiaries must include the following elements with your declaration:

- for a death, a death certificate indicating the cause of death, the legal documents proving the status of the beneficiary or beneficiaries, and the contact details for the executor of the will or the probate,
- the proof of the number of dependent children (copies of birth certificates and the tax return proving that the children are dependent),
- for disability, a medical consolidation certificate,
- the statements of any possible witnesses proving the existence or the magnitude of the Accident.

During their treatment period, the Policy holder must allow the medical consultant we assign to the case free access to their medical file so that they can assess the consequences of the Accident.

In the event of a disagreement as to the causes or consequences of the Accident, we shall submit the disagreement to 2 experts, one chosen by the Policy holder and the other by ourselves, on condition of our respective rights.

In the event of a disagreement, a 3rd expert will be appointed, either by common agreement, or by the President of the Court of First Instance of your place of Residence.

## 6. PRIVATE CIVIL LIABILITY COVER IN A FOREIGN COUNTRY

### 6.1. SUBJECT OF THE COVER

The financial consequences you may suffer following an amiable or legal claim against you by the third party due to any physical injury or damage to property caused to them by an accident, fire or explosion that occurred during your

Trip to a Foreign country or by acts of persons under your responsibility, or by objects or animals in your custody, as well as all damage to property caused to the property given into your custody by the host family and used during your stay, or for the exercise of your Au Pair activity, within the limits of the amounts indicated in the Table of Benefits

If you have a civil liability contract that was subscribed to before, or at the same time as this contract, the cover is available once the cover from the contract subscribed to previously or at the same time as this contract has been exhausted.

Only damage caused by a private act committed by you during your trip in the host country is covered. Are also covered:

- the practise of usual sports as an amateur, including all training course, initiative and discovery activities, if the insurance cover taken out by the clubs in which these sporting activities are practised is insufficient.
- Competitions, races and matches when they are of a friendly nature.

### 6.2. SPECIFICITIES

**IMPORTANT:** this contract does not cover the trip organiser's civil liability in the host country, nor in the policy holder's Place of residence. The insurers of this contract cannot, under any circumstances, be considered as the co-insurers for the trip organiser, nor as the subscribers to the organisation's professional civil liability.

Given the trip organiser's status as a purchaser of insurance, and under the terms of the contract, they cannot be considered as a third party.

If a disagreement / legal proceedings were to occur between the policy holder and the trip organiser, whether in the policy holder's country or in the hosting country, the policy holder will not receive any cover for Civil Liability cover and for Legal Assistance.

For the application of this cover, the terms below are defined as follows:

#### **Physical injury**

Any physical injury suffered by a person.

#### **Damage to property**

Any alteration, deterioration, loss or destruction of an object or a substance, including any physical injury to animals.

#### **Third party**

All physical persons or legal entities **except:**

- **the Policy holder themselves,**
- **their family members, ascendants and descendants,**
- **the Policy holder's agents, whether employed or not, in the exercise of their functions.**

#### **Civil liability claim**

All civil claims made against the Policy holder. Claims relative to a single generating event are considered to be one and the same Claim.

### 6.3. WHAT WE EXCLUDE

**In addition to the general exclusions in section 10.5, the following are excluded:**



- damage that you have caused intentionally as a physical person or as a legal or de facto director of a company if you are a legal entity,
  - damage resulting from the use of motor vehicles, sailing boats and motor boats, or from the practise of air sports,
  - material damage to any sail or motor powered land vehicle (motorcycles, boats, hire cars or other vehicles),
  - damage resulting from any professional activity other than Au Pair family help trainee.
- the consequences of any material or physical damage suffered by you, your spouse, your ascendants or descendants,
- intangible damage except when the consequences of covered property damage or physical injuries, in which case the cover is as shown within the limit indicated in the Table of Benefits Amounts,
- all measures taken at your own initiative without our prior agreement,
- accidents resulting from the practise of the following sports: bobsleigh, rock-climbing, skeleton, mountaineering, competition luge, all air sports, as well as those resulting from participation in or training for matches or competitions.

#### 6.4. TRANSACTION – ACKNOWLEDGEMENT OF LIABILITY

We cannot be liable for any acknowledgement of liability or any transaction that you may have accepted without our consent. However, the acknowledgement of the existence of the facts is not considered to be an acknowledgement of liability, no more than the fact of having provided urgent care to a victim when it is an act of assistance that everyone has the right to provide.

#### 6.5. PROCEDURE

If legal proceedings are brought against you, we will provide your defence and will direct the proceedings for the facts and damage within the scope of the cover provided by this contract. However, you can associate yourself to our proceedings if you can prove a specific interest that is not covered by this contract.

The fact of providing your defence as a security cannot be construed as an acknowledgement of cover and does not in any way imply that we accept to cover any damage not covered by this contract.

**In this case, we nevertheless retain the right to bring proceedings against you for the payment of any sums paid or deposited by us on your behalf.**

#### 6.6. PROCEEDINGS

In the matter of type of proceedings:

- before the civil, commercial or administrative courts, we are free to exercise this right within the framework of this contract's cover,
- before criminal courts, proceedings can only be brought with your permission,
- if the dispute only concerns civil interests, your refusal to agree to the use of the envisaged proceedings generates our entitlement to claim compensation from you equal to the resulting prejudice for us.

**You cannot oppose our bringing proceedings against a liable third party if they are covered by another insurance contract.**

#### 6.7. INOPPOSABLE FORFEITURE

Even if you fail in your duties following a Claim, we have a duty to compensate the persons you are liable to.

In this case, we nevertheless retain the right to bring proceedings against you for the payment of any sums paid or deposited by us on your behalf.

## 6.8. COURT COSTS

We cover court costs and fees and other settlement costs. However, if the ruling against you is for an amount that is higher than the cover amount, each one of us will pay these costs proportionally to the respective share in the ruling.

## 7. DELAYED TRAVEL COVER

### 7.1. WHAT WE COVER

This cover is valid for:

- outward trips by train or boat, compliant with the dates and destination countries indicated on the Subscription application.
  - Regular outbound airline flights of which the timetables have been published,
  - Outbound charter flights of which the timetable is indicated on the outbound plane ticket or are communicated to the Policy holder by the Trip organiser.
- In the event of a disagreement, the " ABC WORLD AIRWAYS GUIDE " is considered to be the reference in determining flight timetables and connecting flights.

Following a delay of over 24 hours in the arrival of the Policy holder's flight compared to the initial times, we will pay compensation up to the amount indicated in the Table of Benefits Amounts.

**The coverage is provided on condition that the Policy holder's departure on the booked means of transport actually occurred. This cover does not apply if you were transferred to another airline within the originally planned timetable.**

### 7.2. WHAT WE EXCLUDE

- civil or foreign wars, riots, popular uprisings, strikes, acts of terrorism, hostage-taking or sabotage, any manifestation of radioactivity, all effects of a nuclear origin or caused by a source of radiation in the departure, transit and destination country,
- any event that jeopardises the safety of your travel if your destination is on the list of countries the French Foreign Ministry advises against travelling to,
- a decision of the airport authorities, civil aviation authorities or any other authority announced 24 hours before the departure date for your travel,
- missing the flight for which you had a confirmed booking, for any reason,
- refused access on board following the failure to respect the baggage check-in time limit and/or failure to arrive at the boarding gate.

### 7.3. WHAT ARE YOUR DUTIES IN THE EVENT OF A CLAIM?

**You must:**

- **fill in a declaration of lateness or have one stamped by a competent person from the airline on which you are travelling or by a competent member of airport staff,**
- **as soon as you return and at the latest within the 15 following days, you must send us the completed declaration of lateness, a photocopy of your plane ticket, the invoice for the guaranteed ticket and the boarding card stub.**

## 8. "AU PAIR" COVER

This cover is only available to the Au Pair policy holder once they have paid the premium corresponding to this contract.

### 8.1 Accommodation reimbursement

If the Au Pair Policy holder is forced to change Host Family, we cover the accommodation costs while waiting for a new assignment, up to the amount indicated in the Table of Benefits. **The accommodation cost invoices as well as an official certificate from the Au Pair agency stating the need to transfer to another Host Family will be requested for any claim.**

### 8.2. Scholarship fees reimbursement

The Insurer will refund the Au Pair policy holder's scholarship fees *pro rata temporis* in the event of the interruption of the Au Pair Policy holder's Trip following their medical repatriation or early return to their Country of origin up to the amount indicated in the "Table of Benefits".

A school fee invoice will be requested as proof if a claim is made.

## EXCLUSIONS SPECIFIC TO THE AU PAIR COVER

In addition to the general exclusions in section 10.5, the following are excluded:

- Meal, road, toll, fuel, taxi or customs costs.
- Premature returns to the Country of origin or stoppage of the Au Pair Trip for any other reason that is not consecutive to a medical repatriation or a guaranteed early return under the contract.

## 9. "HOST FAMILY" COVER

This cover is only available to the host family once they have paid the premium corresponding to this contract on behalf of the Policy holder.

### 9.1 Refund of registration costs.

We will refund the host family's member Au Pair agency registration costs for the cancellation of the Au Pair Policy holder's Trip due to Serious illness or Accident, or in the event of an interruption following a medical repatriation or an early return up to the amount indicated in the "Table of Benefits" if the agency is not able to replace the Policy holder by another Au Pair for the family

If the trip is interrupted, we will refund the host family *pro rata temporis* of the total Trip duration and the completed Trip duration.

An invoice from the member Au Pair agency will be requested as proof if a claim is made.

### 9.2 Payment to the Host Family of daily compensation

If the Subscriber is the Host Family, the Insurer will pay the Host Family a fixed daily compensation up to, and within the time limits defined in the "Table of Benefits". The payment of this compensation will cease as soon as a new Au Pair arrives if the Au Pair Policy holder is hospitalised for more than 3 days or benefits from a medical repatriation or an early return, or if the Au Pair Policy holder changes Host Family with the consent of the Host Family and the Member Agency.

The cover is not available if the Host Family voluntarily decides not to replace the Au Pair.

## EXCLUSIONS SPECIFIC TO THE HOST FAMILY COVER

**In addition to the general exclusions in section 10.5, the following are excluded:**

- The exclusions relative to Illnesses, Accidents and events covered by the “Repatriation and medical costs assistance” cover

Any deliberate act or decision by the Au Pair or the Host Family.

## 10.CONTRACT FRAMEWORK

This contract is governed by French law.

### 10.1. DATE OF EFFECT AND DURATION

**The contract comes into effect on the date indicated in the Special terms and conditions, which cannot be earlier than the subscription date.**

### 10.2. CESSATION OF COVERAGE

**Your coverage ceases:**

- on the day you cease being a member of the insurable group because you no longer meet the subscription conditions (see Policy holder definition),
- if the Subscriber fails to pay the premiums,
- on the date the contract between us and the Subscriber is terminated.

**As soon as the contract is terminated or suspended, it can no longer cover the Policy holders.**

### 10.3. WHAT ARE THE LIMITS IN THE EVENT OF FORCE MAJEURE OR OTHER EQUIVALENT EVENTS?

**We can never be a substitute for local organisations in cases of emergency.**

**We cannot be held liable for failings or delays in the performance of services in the event of force majeure or events such as:**

- civil or foreign wars, known political instability, popular uprisings, riots, terrorist acts, reprisals,
- recommendations from the W.H.O. or national or international authorities, or the restriction of the free movement of persons and property, for whatever grounds, and especially on health, security, weather-related grounds, the limitation or suspension of air traffic,
- strikes, explosions, natural disasters, the disintegration of an atomic core or any radiation from a radioactive energy source,
- delays and/or the impossibility of obtaining administrative documents such as entry and exit visas, passports, etc. required for your transport within or outside the country in which you are located or on your entry into the country recommended by our doctors for hospitalisation,
- the use of local public services or agents we must use under local and/or international regulations,
- the inexistence or unavailability of technical or human resources suitable for transport (including a refusal to act).

#### 10.4. EXCEPTIONAL CIRCUMSTANCES

Passenger transporters (especially airlines) may impose restrictions on people suffering from certain pathologies or on pregnant women, that apply up to the moment the transport begins and which are likely to be changed without notice (for airlines: medical examination, medical certificate, etc.).

As a consequence, persons will only be repatriated on condition that the transporter does not refuse the transport and, of course, on condition that there is no unfavourable medical opinion (as defined and under the procedures in section 3.2.1.1. "Transport / repatriation") with regards to the health of the Policy holder or the unborn child.

#### 10.5. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?

The contract's general exclusions are those common to all the assistance and insurance cover described in these General terms and conditions.

Are excluded:

- civil or foreign wars, riots, popular uprisings,
- the deliberate participation of a Policy holder in riots, strikes, brawls or assault and battery,
- the consequences of the disintegration of an atomic core or any radiation from a radioactive energy source,
- unless waived ("early return due to Natural Disaster" cover), an earthquake, volcanic eruption, tidal wave, flood or natural disaster except in the framework of the French N° 82-600 Act of 13th July 1982 covering the compensation of the victims of natural disasters (for insurance cover),
- the consequences of the use of medication, drugs, narcotics and assimilated products not available by prescription, and of the abuse of alcohol,
- any deliberate act by you that may trigger the coverage of this contract.

#### 10.6. HOW IS PROPERTY DAMAGE COVERED BY THE INSURANCE POLICY ASSESSED?

If the damage cannot be determined privately between the parties, it is assessed using amiable and mandatory expertise, on condition of our respective rights.

Each party chooses their own expert. If these experts cannot come to an agreement, they will call on a third expert, all three coming to a majority decision between them.

In the event of the failure by ourselves or yourself to appoint an expert, or if the 2 experts fail to come to an agreement on the choice of a 3rd expert, the appointment is made by the President of the court of first instance of the place where the Claim event occurred. This appointment is made by a simple request signed by at least one of us, the party who has not signed is summoned to the expertise by registered letter.

Each party pays their expert's costs and fees and, when applicable, half of the third expert's fees.

#### 10.7. INSURANCE COVERAGE: WHEN WILL I RECEIVE MY COMPENSATION?

For insurance cover, payment will be made within 5 days of the agreement between us, or following an enforceable court ruling.

#### 10.8. SUBROGATION

After having committed funds in the framework of our insurance and/or assistance coverage, except for cover paid under the "personal travel accident" cover, if the latter was subscribed to. We are

subrogated in the rights and proceedings that you may be entitled to against third parties liable for the Claim, in compliance with article L 121-12 of the French Insurance Code.  
Our subrogation is limited to the amount of costs we have engaged in the performance of this contract.

### 10.9. RENOUNCEMENT FOR MULTIPLE COVERAGE

In compliance with article L112-10 of the French Insurance Code, the Policy holder who takes out an insurance policy for non-professional purposes who can prove an earlier cover for one of the risks covered by this new contract may renounce this new contract without incurring any fees or penalties, as long as it has not been fully performed or if the policy holder has not made use of any cover, within a deadline of fourteen calendar days starting from the signature of the new contract.

This renouncement is notified by letter or email to the following addresses:

By letter: AVI International  
40-44 rue Washington  
75008 Paris

By e-mail: [Contact-fr@avi-international.com](mailto:Contact-fr@avi-international.com)

The insurer will refund the premium paid by the policy holder within thirty days of the date the right to renouncement is exercised, unless a claim under the contract occurs during the renouncement period.

### 10.10. WHAT ARE THE STATUTES OF LIMITATION?

In compliance with article L 114-1 of the French Insurance Code:

“All proceedings resulting from an insurance contract have a statute of limitations of two years from the date of the initiating event.

However, this deadline only applies:

1. In the event of non-disclosure, omission, false or incorrect statements about the risk, from the date the Insurer discovered it;
2. In the event of a Claim, only from the date the interested parties discovered it if they prove that they had no prior knowledge until that date.

When proceedings by the policy holder against the Insurer are due to third party proceedings, the statute of limitations only begins to run starting on the date the third party initiated legal proceedings against the policy holder or was compensated by them. “

In compliance with article L114-2 of the French Insurance Code:

“The statute of limitations is interrupted by any of the ordinary causes of interruption, and by the appointment of experts following a claim. Amongst other reasons, the suspension of the statute of limitations for the proceedings may result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the policy holder concerning proceedings to enforce the payment of the premium and by the policy holder to the insurer relative to the payment of compensation. “

The ordinary causes of the suspension of the statute of limitations are defined in articles 2440 to 2246 of the French Civil Code: the acknowledgement by the debtor of the right they were claiming the statute of limitations against (article 2240 of the French Civil Code), legal proceedings (articles 2241 to 2243 of the French Civil Code), a forced performance (articles 2244 to 226 of the French Civil Code).

In compliance with article L114-3 of the French Insurance Code:

“By derogation to article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, either change the duration of the statute of limitations, nor add to the terms to suspend or interrupt it.”



### 10.11. COMPLAINTS - DISPUTES

If you have a complaint or disagreement, you can contact:

**Europ Assistance  
Service Remontées Clients  
1 promenade de la Bonnette  
92633 Gennevilliers Cedex.**

If the processing time is in excess of ten working days, a letter informing you of the delay will be sent to you within this period. You will be sent a written answer to your complaint within a maximum of two months from the date the initial complaint was received.

If the disagreement persists after the processing of your request by our Customer Feedback Department, you can apply to the Ombudsman by writing to:

**La Médiation de l'Assurance  
TSA 50110  
75441 Paris Cedex 09**

You have the right to initiate proceedings in the competent jurisdiction at all times.

### 10.12. INSPECTION AUTHORITY

The authority in charge of inspection is the Autorité de Contrôle Prudentiel et de Résolution - A.C.P.R. – 61, rue Taitbout – 75436 Paris Cedex 09.

### 10.13. DATA PRIVACY

All the data collected by EUROP ASSISTANCE FRANCE, 1 promenade de la Bonnette, 92633 Gennevilliers Cedex, when one of its services is subscribed to and/or when providing services, are required in order to be able to perform the duties we have to you. Failing the provision of the requested information, EUROP ASSISTANCE FRANCE will not be able to supply the services you have wished to subscribe to.

This data is reserved for use by EUROP ASSISTANCE FRANCE departments in charge of your contract and may be communicated to EUROP ASSISTANCE FRANCE service contractors or partners for the sole needs of performance of the service.

EUROP ASSISTANCE FRANCE also reserves the right to use your personal data for quality monitoring or statistical study purposes.

EUROP ASSISTANCE FRANCE may be led to communicate some of your personal data to the partners at the origin of this insurance and assistance cover.

You have a right to access, modify, correct and delete your data by writing to: EUROP ASSISTANCE FRANCE, Service "Remontées Clients", 1 promenade de la Bonnette, 92633 Gennevilliers cedex.

If a transfer of your personal data is made outside the European Union in order to perform the requested service, EUROP ASSISTANCE FRANCE will take the contractual measures with the addressees to secure this transfer.

Furthermore, Policy holders are informed that phone conversations between themselves and EUROP ASSISTANCE FRANCE may be recorded for quality monitoring and staff training purposes. These recordings will be kept for 2 months. Policy holders may object to this by making their refusal known to their contact.