

Insurer: Mondial Assistance International  
 Tour Gallieni II - 36, avenue du Général de Gaulle  
 93175 Bagnolet Cedex

**General Terms and Conditions for Contract n° 303.809**

**The insured persons:** All occupants of accommodation rented from INTERHOME SARL when the policyholder has so requested it when making the booking.

The cover provided by your policy, with the exception of assistance cover, is governed by the French Insurance Code.

Your policy comprises these General Terms and Conditions, together with your Specific Terms and Conditions.

The cover that you have selected from the types of cover specified below are shown in your Specific Terms and Conditions, depending on the policy plan that you have taken out and for which you have paid the corresponding premium.

This cover applies to all lettings, for a maximum length of 2 consecutive months, sold by the approved organisation or intermediary with whom this policy was taken out.

Please read your General Terms and Conditions carefully. These specify our respective rights and obligations and answer any questions that you may have.

**DEFINITIONS**

A number of terms are frequently used in our insurance policies. The list below contains the meaning that shall be given to these terms.

**DEFINITION OF THE PARTIES TO THE POLICY**

**INSURED:**

- the policyholder,
- the person or persons occupying the rented accommodation, regardless of the location of their residence.

**WE:** MONDIAL ASSISTANCE INTERNATIONAL, i.e. the insurer with whom you have taken out your insurance policy.

**POLICYHOLDER:** the signatory of the Specific Terms and Conditions, who thereby undertakes to pay the insurance premium.

**YOU:** the insured person or people.

**DEFINITION OF INSURANCE TERMS**

**RESIDENCE:** the customary place of residence determining the exercise of your civic rights.

**ABROAD:** any country except for the country where you are resident.

**EXCESS:** share for which you remain responsible in the settlement of the claim. Excess amounts in respect of each item of cover are specified in the cover and excess amounts table.

**LIMIT PER EVENT:** maximum amount insured for the same event resulting in claims, irrespective of the number of insured people included in the policy.

**APPROVED ORGANISATION:** travel professionals, transport professionals, associations, works committees.

**TIME LIMITATION:** period beyond which any claim is time-barred.

**CLAIM:** all harmful consequences of an event falling within the scope of one of the types of cover taken out. All damage arising from the same initial cause constitute one and the same claim.

**SUBROGATION:** process by which we replace you in respect of your rights and legal actions against any party liable for your damages, in order to obtain repayment of the sums which we have paid you following a claim.

**THIRD PARTY:** any individual or legal entity, except for:

- the insured person,
- members of his/her family,
- people accompanying him/her,
- his employees, whether salaried or not, while carrying out their duties.

**RENTAL:** rent of accommodation lasting a maximum of two months, organised, sold or supplied by the organisation or approved intermediary with whom this policy was taken out and planned to take place within the period of validity of this policy.

► **Relating to the «Baggage damage» cover:**

**ACCIDENT:** any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

**PERSONAL INJURY ACCIDENT:** any unintentional bodily injury caused by the sudden action of an external cause.

**SERIOUS ACCIDENT:** any temporary or permanent injury to your physical integrity, medically diagnosed, requiring the person involved to cease all professional or other activity, and requiring medical care and treatment to be carried out.

**NECESSARY GOODS:** items of clothing and toiletries providing you with replacements due to the temporary unavailability of your personal effects.

**VALUABLES:** jewels, items made from precious metal, precious stones, pearls, watches, furs, hunting rifles, photographic equipment, filming equipment, computer and mobile telephone equipment, equipment for recording sound and images, as well as accessories to this equipment, objects other than clothes with an individual item value above €500 are considered to be valuables.

**WEAR AND TEAR:** depreciation of an item's value caused by time, use or its current condition on the day of the claim.

► **Relating to «Personal Assistance» cover:**

**ACCIDENT:** any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

**LEISURE ACTIVITY:** taking part in a sport or leisure activity on an amateur basis as part of a «clinic» or a sports or leisure activity package. Any competition, whether amateur or professional, organised under the aegis of a sports federation is not considered to be a leisure activity.

**SEARCH COSTS:** cost of operations undertaken by rescuers or rescue bodies, other than your holiday companions, who set out specifically to search for you in a place which does not have any organised rescue services in the vicinity.

**RESCUE COSTS:** transport costs after an accident (when you have been found) from the place where the accident occurred to the nearest hospital.

**ACCOMMODATION COSTS:** additional hotel costs and cost of telephoning us, following a covered incident, excluding all costs for meals and drinks.

**FUNERAL COSTS:** first conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and simplest coffin required for transportation and complying with local legislation, excluding burial, embalming and ceremony costs.

**MEDICAL COSTS:** medically prescribed pharmaceutical, surgical, practitioner's and hospital costs required for the diagnosis and treatment of an illness/injury.

**EMERGENCY HOSPITALISATION:** a stay of over 48 consecutive hours in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

**IMMOBILISATION:** being fully immobilised at home after a visit by a doctor and the issuance of a medical certificate.

**DOCTOR:** any person who holds a medical qualification that is legally recognised in the country in which he/she usually carries out their professional activity.

**ILLNESS:** any deterioration in your personal health ascertained by a competent medical authority.

**TRIP:** route taken to the place of destination indicated on the ticket or the holiday booking form, irrespective of the number of flights taken and whether it is the outward or return journey.

**PERMANENT DISABILITY:** the permanent loss, either partial or total, of a person's functional capacity expressed as a percentage with reference to the «occupational accident» schedule, established by medical examination.

**COVER TRIGGER POINT:** the percentage of permanent partial disability above which the insured person may be indemnified for his/her permanent partial disability.

► **Relating to the «Vehicle assistance» cover:**

**The insured party must be resident in mainland France for legal and tax purposes in order for the «Vehicle assistance» guarantee to apply.**

**ACCIDENT:** any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

**VEHICLE:** a car, trailer, caravan or motor-home trailer with a total laden weight of less than 3.5 tonnes not used, even occasionally, for transporting passengers or goods for payment. Regardless of the vehicle's age, it must comply with current legislation in terms of technical inspection requirements.

**POLICY TERRITORY**

The «Personal Assistance, Holiday curtailment, baggage damage» guarantees apply regardless of the country in which the accommodation is rented.

You are also covered during any travel in the geographical area relating to the country in which the accommodation is rented.

The «Vehicle assistance» guarantee only applies in the country covered by the international green card.

**COMMON EXCLUSIONS TO ALL TYPES OF COVER**

**In addition to the specific exclusions stated for each item of cover, we never insure the consequences of the following circumstances and events:**

1. **civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;**
2. **your voluntary participation in bets, crimes or fights, except in a case of legitimate defence;**
3. **any effects of a nuclear origin or caused by any source of ionising radiation;**
4. **your intentional acts and wilful misconduct, including suicide and attempted suicide;**
5. **your consumption of alcohol, drugs or any narcotic substance listed in the French Public Health Code, not medically prescribed;**
6. **events for which liability may fall either on your travel organiser in accordance with Chapters VI and VII of Law n° 92-645 of 13th July 1992, stipulating the conditions for pursuing the business of organising and selling travel or on the carrier, principally for reasons of air safety and/or overbooking;**
7. **your refusal to board the flight originally planned by the approved organisation.**

**YOUR POLICY COVERAGE**

**BAGGAGE DAMAGE**

**1. PURPOSE OF THE COVER**

**1.1. Accidental loss of and/or damage to baggage, personal items and effects**

We cover, up to the limits shown in the cover and excess amounts table, the accidental loss of and/or damage to baggage, personal items and effects carried with you or purchased during your trip, and resulting from:

- total or partial destruction,
- loss during carriage by a transport company, when the baggage, personal items and effects carried with you or purchased during the trip have been entrusted to the company,
- theft, **subject to the specific provisions relating to valuables contained in Article 1.2.**

**Specific cases:**

- **Accidental damage to photographic or video equipment:**  
we cover accidental damage to photographic or video equipment when these articles are damaged at the time when you have a personal injury accident.
- **Theft from a vehicle:**  
We cover the theft of articles transported out of sight in the boot, after your car has been broken into between the hours of 7 a.m. and 10 p.m. (local time).  
The vehicle must not be a convertible, and must be locked completely, with the windows and sunroof closed.  
**It is your responsibility to provide proof of the vehicle break-in and proof of the time at which the theft was committed.**

**1.2. Theft of valuables**

We cover, up to the amount limits shown in the cover and excess amounts table, the theft of valuables that you are carrying on your person, or that you are using or that you have deposited in an individual safe deposit box or in the hotel's safe.

**2. DAMAGE ASSESSMENT AND INDEMNIFICATION**

**2.1. Cover amount**

- **Accidental loss of and/or damage to baggage, personal items and effects**  
Cover is provided up to the limit per insured person, stated in the cover and excess amounts table, for all claims arising during the insurance period.

- **Theft of valuables**  
Indemnification in the case of theft of valuables may not exceed 50% of the amount covered in respect of "Accidental loss of and/or damage to baggage, personal items and effects".

**2.2. Calculation of the indemnity**

The indemnity calculation is based on the replacement value of articles of the same type, with a deduction for depreciation and up to the limit amounts stated in the cover and excess amounts table.

It is assessed by mutual agreement and may never exceed the amount of the damage suffered, nor does it take indirect damage into account.

We waive application of average provided for by article L 121-5 of the French insurance code.

**3. IF YOU FIND THE STOLEN OR LOST ITEMS**

If the stolen or lost items are found, you must notify us by registered letter as seen as you know about it:

- if we have not yet made an indemnity payment to you, you must recover possession of these items, and if the cover applies, we will then only be responsible for payment for damage or for any missing items;
- if we have already paid indemnity to you, you can choose to either relinquish or to recover these items and repay the indemnity which we have paid you, subject to deduction for damage or any missing items.  
However, if you do not ask to recover possession of these items within 15 days from the date on which you were notified that they had been found, we consider that you are opting for relinquishment.

**4. COVER EXCLUSIONS**

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

- 4.1. theft, damage, destruction or loss:
  - as a result of a decision by an administrative body or a prohibition on the transportation of certain items,
  - occurring during removals;
- 4.2. partial or complete destruction, damage to and loss of valuables of any kind whatsoever, including during their carriage by a transport company;
- 4.3. theft committed by your staff in the performance of their duties;
- 4.4. theft committed without a break-in or by using duplicate keys;
- 4.5. theft of articles that is committed in a public place, when those articles were not under continuous surveillance;
- 4.6. destruction resulting from the insured item's own inherent vice, its normal wear and tear, or the leakage of liquid, fats, colorants or corrosive substances forming part of the insured baggage;
- 4.7. destruction of fragile articles, including pottery and glass, porcelain or marble objects,
- 4.8. items lost, forgotten or misplaced by your own actions or by the actions of your travel companions;
- 4.9. damage resulting from scratches, grooves, tears or stains;
- 4.10. damage resulting from smoking-related accidents;
- 4.11. theft occurring when camping, whilst in a tent;
- 4.12. damage caused to:
  - documents, identity documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, keys,
  - equipment of a professional nature, sales representatives' product sample collections, goods, medical equipment and drugs, perishable foods, wines and spirits, cigarettes, cigars and tobacco,
  - any downhill, cross-country and water-skiing kit and equipment (skis, mono skis, surfboards, wake boards, poles, footwear, etc.), windsurfing boards, golfing equipment, diving bottles, bicycles, para gliders, parachutes, model aeroplanes, boats, car accessories; caravan, camping car, and boat furniture,
  - musical instruments, objects of art and crafted objects, antiques, religious objects, collectable items,
  - video game consoles and their accessories,
  - clothing and accessories worn on your person,
  - spectacles (lenses and frames), contact lenses, prostheses and artificial aids of any kind, unless they are destroyed or damaged when the insured suffers a serious personal injury accident,
  - animals.

**5. WHAT YOU MUST DO IN THE EVENT OF A CLAIM**

You must:

- **In the event of theft:** report the crime within 48 hours, to the nearest police authorities to the crime location.
- **In the event of complete or partial destruction:** obtain a written report of the damage, produced by a competent authority or the responsible person or failing this, by a witness.
- **In the event of loss or partial or complete destruction by a transport company:** it is essential to have a report drawn up by a qualified employee of this company.

In all cases, you must:

- take all steps so as to limit the consequences of the claim;
- **declare the claim to us, by registered letter, within five working days** of your knowledge of it, except in the case of an act of God or force majeure; this deadline is reduced to **48 hours in the case of theft.**

**If you fail to observe this deadline and we incur a loss because of your late declaration, you lose all rights to indemnity;**

- **contact us at:**

- ▶ **our Website:**  
<https://declaration-sinistre.mondial-assistance.fr>
- ▶ **or by telephoning +33 (0)1 42 99 03 95**  
**Monday to Friday, between 9 am and 6 pm**
- ▶ **or by fax on +33 (0)1 42 99 03 25**

We will provide you with the information needed to submit your claim and you must send us documents in support of your claim, in particular:

- the insurance policy or a photocopy of it
- the receipt for your crime report,
- the damage or loss report drawn up by the carrier,
- the original invoices for the purchase, or repairs,
- photographs (of valuables),
- proof of the vehicle break-in.

**ASSISTANCE TO PEOPLE**

**1. PURPOSE OF THE ASSISTANCE SERVICES**

**When you call on us for assistance, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of our Assistance Department.**

**1.1. Repatriation Assistance**

**If your state of health requires you to be repatriated, we will assist you as follows.**

- **Organising and taking charge of your return, or transportation to a hospital**  
We organise and pay the cost of your return to your home in Europe or transport to the hospital which is closest to your home and/or is the most suitable to provide the care required by your state of health.

In such a case, if you so wish, we can then organise your return to your home as soon as your state of health so allows.

- **Reimbursement of your accommodation costs and the those incurred by the insured members of your family or those of an insured person accompanying you**

On presentation of receipts and up to the amount limit stated in the cover and excess amounts table, we reimburse you for your additional accommodation expenses and those incurred by the insured members of your family or by an insured person accompanying you, from the day of your immobilization to the day of your repatriation to your home.

- **Organising and taking charge of the return of an insured travel companion and minor children**

We also organise, and pay the costs, once our medical department have agreed to this, for a trip for an insured person who is with you at the holiday location to enable that person to accompany you and/or enable the minor children who were travelling with you to return home if no adult member of your family is present at the holiday location with them and if your repatriation takes place more than 24 hours before their originally planned return date.

**IMPORTANT:**

Decisions are only taken in consideration of your medical interests.

Our doctors contact the local medical teams and, if required, your usual medical practitioner, in order to gather the information that will enable the most appropriate decisions in respect of your state of health to be taken.

Your repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

If you refuse to comply with the decisions taken by our Medical Department, you discharge us of any liability in relation to the consequences of such an initiative and lose all rights to benefit and indemnification from us.

Moreover, under no circumstances can we carry out the role of local emergency services organisations, nor can we pay the cost of expenses thus incurred.

**1.2. Hospitalisation in situ**

- **Taking charge of the costs that enable a member of your family to get to you in hospital**

If you are hospitalised locally for more than 7 days or more than 48 hours if you are a minor or disabled and were not accompanied by another adult member of your family during your holiday:

- we pay the cost of a round trip for a member of your family who has remained in your country of origin, to enable them to attend you in hospital;
- on presentation of receipts, we refund you, up to the limit amount stated in the cover and excess amounts table, for the cost of accommodation incurred by that person **up to the day when you are repatriated.**

This benefit is not additional to the «Organisation and payment for the return of an insured travel companion and minor children cover».

- **Paying the costs of a travel companion's round trip for the return of your minor children**

If you are hospitalised locally when travelling with at least one minor child and no other adult member of your family is present with them, we pay the costs of a round trip for a person of your choice, who resides in your country of origin, or a MONDIAL ASSISTANCE attendant to accompany the child on their return home.

### 1.3. Overseas medical and hospitalisation costs

Up to the amount limits stated in the cover and excess amounts table and less the deduction of the excess stated in the same table:

- **Reimbursement of the costs for which you are responsible (except dental costs)**

If, outside France or outside the country where you are resident, you incur medically prescribed medical or hospital expenses, we will reimburse you for the remaining costs payable by yourself (except dental costs) after payment by your basic health insurance body, your health insurance company or any other insurance or provident organisation.

- **Reimbursement of emergency dental costs**

We also reimburse you for the remaining emergency dental expenses payable by you after payment by your basic health insurance body, your health insurance company or any other insurance or provident organisation.

To receive this type of refund, you must belong to a primary health insurance scheme.

- **Advance for hospital costs**

In the event of hospitalisation, we can make an advance for the costs, by direct payment to the hospital up to the ceiling limit stated in the cover and excess amounts table.

In this case, you undertake to repay this advance to us within three months of the date of your return travel.

After that period we shall be entitled to claim legal costs and interest from you.

**Our refunds and/or advances cease on the day on which our medical service considers that it is possible for you to be repatriated.**

In all cases, you undertake to submit your reimbursement claim to your basic health insurance body, your insurance company or any other insurance or provident organisation from which you can claim.

### 1.4. Additional costs locally

**If you are treated locally and your state of health does not require you to be repatriated or if the repatriation occurs after the date of the initially scheduled end of the rental, we reimburse you for the following, on presentation of receipts and up to the amount limit stated in the cover and excess amounts table:**

- **additional accommodation expenses:**

your additional accommodation expenses and those incurred by the insured members of your family or by a person insured under this policy who is accompanying you;

- **transport costs to continue the interrupted journey:**

the transport costs which you incur to continue the interrupted journey, limited to the sums which we would have incurred for you to return to your home.

### 1.5. Search and/or rescue costs

We reimburse you for the sea or mountain search costs and the rescue costs incurred per insured person up to the limit stated in the cover and excess amounts table, without exceeding the limit per event.

In respect of the carrying out of your activity, we reimburse you for the search and/or rescue costs incurred per insured person up to the limit stated in the cover and excess amounts table, without exceeding the limit per event.

### 1.6. Shipping drugs to the location

**If you are holidaying abroad and you need drugs cannot be found at that location:**

- **subject to the agreement of your prescribing doctor, we pay for the shipment of the drugs that cannot be found at your location, if they are essential for a curative treatment which you are undergoing, provided that no equivalent drug can be described locally and the national or international health or customs regulations allow such a shipment;**

- we arrange for these products to reach you as quickly as possible. However, we cannot be held liable for delays attributable to the transport companies contacted nor for any unavailability of the drugs.

You undertake to reimburse us for these drugs within a period of three months from their receipt. After that period we shall be entitled to claim legal costs and interest from you.

### 1.7. Providing a driver for the return of your car

**If your state of health does not allow you to drive your car** to get return to your home, and none of the passengers accompanying you can take your place, we provide you with a driver to take you back to your home by the quickest route.

**Your hotel, restaurant, fuel, toll and parking expenses are payable by you.**

**This cover is provided to you if your car is in perfect working order, it complies with the rules of the national and international Highway Code and meets the mandatory technical inspection standards.**

### 1.8. Assistance in the event of an insured person's death

In the event of the death of an insured person, we arrange for and pay the cost of:

- **transportation of the body** from the location where it is placed in the coffin to place of burial,
- **funeral expenses**, up to the limit stated in the cover and excess amounts table,
- **additional expenses for the transportation of the insured members of the deceased person's family or an insured person**, travelling with the deceased person, insofar as their originally planned means of returning can no longer be used on account of this death.

### 1.9. Early return assistance

We organise and pay the costs, provided that the originally planned means for your return journey can no longer be used:

- either for your return home, and if necessary, for the insured members of your family travelling with you,
- or for a round trip for one of the persons insured under this policy and shown on the same policy application form.

You can receive this benefit in the following cases:

- **in the event of an illness or accident, resulting in emergency hospitalisation which commences during your holiday** and which, in the opinion of our Medical Department is of a life-threatening nature, of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, your legal guardian or the person for whom you are the guardian, who are not taking part in the holiday;
- **in order to attend the funeral after the death of your spouse or common-law partner**, of one of your ascendants, descendants, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, your legal guardian, or the person for whom you are the guardian, not taking part in the holiday and living in your country of origin;
- **in the event of material damage** as a result of a burglary, a fire, water damage or a climate event, making your presence on site essential for protective measures and administrative procedures to be undertaken and affecting more than 50% of:
  - your main or secondary residence,
  - your farming business,
  - your business premises if you are a trades person, trader, company manager or if you are in a liberal profession.

### 1.10. Legal assistance abroad

- **Reimbursement of lawyer's fees**

When a legal action is commenced against you, we reimburse you the cost of your lawyer's fees, on presentation of receipts and up to the amount limit stated in the cover and excess amounts table, provided that:

- the lawsuit is not related to your professional activity,
- the lawsuit does not relate to using or keeping a land motor vehicle,
- the actions with which you are charged are not, under the legislation of the country, subject to criminal penalties.

- **Advance for bail**

If you are imprisoned or threatened with imprisonment, provided that the proceedings in which you are involved are not motivated by:

- trafficking of drugs and/or narcotic substances,
- your participation in political movements,
- any voluntary infringement of the laws of the country in which you are staying,

we will advance you, up to the limit shown in the cover and excess amounts table, the legally required amount of bail.

In this case, you have three months from the date on which the sum was deposited to repay us for this advance.

After that period we shall be entitled to claim legal costs and interest from you.

## 2. COVER EXCLUSIONS

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

- **For all assistance cover:**

- 2.1. expenses incurred without the prior approval of our Assistance department;
- 2.2. the consequences of pre-existing illnesses or injuries, diagnosed and/or treated, which required a continuous stay in hospital or a one-day hospital stay or outpatient treatment in the 6 months prior to the assistance request;
- 2.3. the consequences of an un stabilised ailment being treated and for which you are on holiday convalescing, as well as any ailments occurring during a holiday taken for the purpose of diagnosis and/or treatment;
- 2.4. the potential consequences (check-up, additional treatment, recurrence) of an ailment which previously gave rise to a repatriation;
- 2.5. the consequences of ailments / accidents or minor injuries that can be treated at the location;
- 2.6. the consequences of pregnancy including its complications, beyond the 28<sup>th</sup> week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences;
- 2.7. the consequences:
  - of infectious risk situations in an epidemic scenario,
  - of exposure to infectious biological agents,
  - of exposure to chemical agents of a combat gas type,
  - of exposure to incapacitating agents,
  - of exposure to neurotoxic agents or agents with residual neurotoxic effects,
 which require a quarantine period or specific preventive or monitoring measures by the local and/or national health authorities of the country in which you are staying;
- 2.8. your participation in any sport practised as a professional or under a paid contract, in addition to preparatory training;
- 2.9. your failure to comply with official prohibitions and your non-compliance with official security rules, related to the practice of a sports activity;
- 2.10. the consequences of an accident that occurs when you are taking part in an air sport (including hang-gliding, paragliding, gliding) or one of the following sports: skeleton, bobsleigh, ski jumping, roped mountain climbing, rock climbing, scuba diving, pot-holing, bungee jumping, parachute jumping;
- 2.11. expenses not expressly mentioned as giving rise to a refund, in addition to the cost of meals and any expenses for which you are unable to produce a receipt.

- In addition, under the «Medical and hospital costs abroad» cover, the following are excluded:
  - 2.12. the costs of thermal spa treatment, heliotherapy, slimming treatments, rejuvenation cures and all kinds of «comfort» or beauty treatments, physiotherapist's costs;
  - 2.13. the costs of implants, prostheses, artificial aids and optical costs;
  - 2.14. vaccination fees;
  - 2.15. the costs resulting from treatment or care not resulting from a medical emergency;
  - 2.16. costs resulting from care or treatment of which the therapeutic nature is not recognised by French legislation.

### 3. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

#### 3.1. To request assistance

You must contact us or get a third party to contact us as soon as your situation is expected to involve early return or expenses that fall within the scope of our cover.

Our services are available to you 24 hours a day, 7 days a week:

• BY TELEPHONING	<b>01 42 99 02 02</b>	
OR	<b>+33 1 42 99 02 02</b>	FROM OUTSIDE FRANCE

You will be immediately assigned a case number and we will ask you to:

- tell us your policy number,
- you must give us your address and the telephone number where we can contact you and the details of the people who are assisting you,
- allow our doctors to access all of your medical information or the medical information for the person needing our assistance.

#### 3.2. For a claim for reimbursement

In order to receive a reimbursement of expenses paid by you with our approval, you must provide the receipts that will enable us to determine the validity of your claim.

**Services which have not been requested in advance and which have not been organised by us do not entitle you to a reimbursement or an indemnity payment.**

#### 3.3. To cover the cost of transport

When we organise and pay the cost of transport as part of our cover, this will be 1<sup>st</sup> class train travel and/or tourist class flights or by taxi, depending on the decision taken by our Assistance Department.

In this case, we take ownership of the original tickets and you undertake to return them to us or to refund us with the amount you have managed to obtain as a refund from the organisation that issued these tickets.

When you did not originally have a return ticket, we ask you to refund the amount you would have paid, in any case for your return on the basis of 1<sup>st</sup> class train tickets and/or tourist class air tickets, at the time of your planned return, from the company with whom you made the outward journey.

### 4. SCOPE OF OUR ASSISTANCE SERVICES

We act in compliance with national and international laws and regulations and our services are subject to the necessary approval being obtained from the competent administrative authorities.

Moreover, we cannot be held liable for delays or hindrance to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source or any other act of God.

### HOLIDAY CURTAILMENT

#### 1. PURPOSE OF THE COVER

We guarantee the payment of compensation, up to the limits stated in the cover and excess amounts table, when your rental is curtailed for one of the following reasons:

- your medical repatriation, organised by ourselves or by another assistance company,
- your early return as a result of an event covered in article 1.9 of the «Assistance to persons» cover and organised by ourselves or by another assistance company,
- your hospitalisation in situ.

#### 2. AMOUNT COVERED

Compensation is proportional to the number of unused days of rental and the number of people who have actually vacated the rental accommodation.

Indemnity is settled up to the limits indicated in the cover and excess amounts table per insured person, without exceeding the limit per event.

Indemnity is calculated starting from the day after the event that gives rise to it occurs (medical repatriation, early return, hospitalisation locally).

Deductions will be made from the calculation basis for administration expenses, insurance, tips, outward and return transport and refunds or compensation paid by the travel organiser.

- For rented accommodation

Compensation is calculated on the basis of the cost of the insured rental accommodation, limited to the amounts stated in the cover and excess amounts table, with it being understood that the rental accommodation must be fully vacated.

If your holiday has been curtailed by your hospitalisation locally, the indemnity is calculated starting from the day after the hospitalisation on the basis of the rental accommodation costs for yourself and the person who received accommodation expenses under the «Assistance to persons» cover. Indemnity is calculated in limited per person and per event to the amounts stated in the cover and excess amounts table, with it being understood that the rental accommodation must be fully vacated.

### 3. COVER EXCLUSIONS

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

- 3.1. epidemics, local health situations, pollution, meteorological or climate events;
- 3.2. natural disasters occurring abroad, definitely caused by the abnormal intensity of a natural agent and those natural disasters referred to in Law no. 82-600 of 13 July 1982.

### 4. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

As soon as you request our assistance and we agree that you can receive the benefits of your «Holiday curtailment» cover, you must make your claim for reimbursement of the services that have not been used due to the curtailment:

by telephoning (+33) (0)1 42 99 08 83  
Monday to Friday, between 9 am to 5.30 pm

We will provide you with the information needed to submit your claim and you will be required to supply us with any documents and information in proof of your claim that will allow us to determine the amount of loss, in particular:

- copy of the rental agreement,
- proof of payment,
- and any other document that we request.

### VEHICLE ASSISTANCE

#### 1. PURPOSE OF THE COVER

**1.1. In the event of your vehicle breaking down or being involved in an accident in France or in any country covered by the international green card.**

- organising and paying costs of breakdown repairs, towing, hoisting, and craning for your vehicle

We organise and pay for, up to the amount stated in the cover and excess amounts table, the costs of breakdown repairs, towing, hoisting and craning for your vehicle to the nearest garage to the place where the breakdown or accident occurred.

#### 2. THE SUBSIDIARITY OF THE COVER

The cover applies, up to the limits shown in the cover and excess amounts table, in addition to the cover provided by your contract with your car insurer or your car manufacturer or if these contracts do not provide a «Vehicle assistance» cover.

### 3. COVER EXCLUSIONS

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

- 3.1. expenses incurred without the prior approval of our Assistance department;
- 3.2. repatriation of goods carried;
- 3.3. mechanical defects which were known at the time of departure, or due to faulty maintenance;
- 3.4. burst tyres, running out of petrol or fuel, failed battery, broken side windows;
- 3.5. accidents caused by having a blood alcohol level greater than the maximum permitted by the French legislation in force;
- 3.6. damage caused by the use of the vehicle in competitions;
- 3.7. repeated breakdowns caused by failure to repair the vehicle after an initial intervention by our Assistance Department;
- 3.8. taxes and additional insurance costs;
- 3.9. the costs of meals and any other expense for which you are unable to provide proof;
- 3.10. events or incidents not directly related to the use of the insured vehicle;
- 3.11. the costs of spare parts and repair costs;
- 3.12. customs duty, motorway charges, fuel costs, toll fees;
- 3.13. costs of storage or of the legal abandonment of the vehicle in France;
- 3.14. breakdowns in foreign countries involving vehicles more than 10 years old.

### 4. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

#### 4.1. To request assistance

You must contact us or get a third party to contact us as soon as your situation is expected to involve expenses that fall within the scope of our cover.

Our services are available to you 24 hours a day, 7 days a week:

by telephoning (+33) (0)1 42 99 08 83  
Monday to Friday, between 9 am to 5.30 pm

You will be immediately assigned a case number and we will ask you to:

- tell us your policy number,
- provide us with an address and telephone number where we may contact you.

#### 4.2. For a claim for reimbursement

You must warn us within five working days of your knowledge of the event, except in the case of an act of God or force majeure: **If you fail to meet this deadline and we incur a loss because of this late notification, you lose all rights to compensation.**

In order to be reimbursed for expenses paid by you with our approval, you must provide all the receipts that will enable us to determine the validity of your claim.

**Services which have not been requested in advance and which have not been organised by us do not entitle you to a reimbursement or an indemnity payment.**

### 5. SCOPE OF OUR ASSISTANCE

We will provide assistance within the framework of national and international laws and regulations.

Our services are subject to obtaining the necessary authorisations from the competent authorities.

We cannot be held liable for delays or hindrance to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source or any other act of God. Moreover, we cannot take the place of the first aid services in any circumstances.

## ADMINISTRATIVE PROVISIONS

### 1. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken on the day when you make the booking.

Cover takes effect:

- **for the «Assistance to persons» cover:** as soon as you have left your home (maximum of 48 hours before the date of departure shown in the Specific Terms and Conditions) and, at the earliest at 12 noon on the day after you have paid the premium.

It ends when you have returned to your home, and at the latest, 48 hours after the return date stated in the Specific Terms and Conditions;

- **for all other cover:** at midnight on the day of departure stated in the Specific Terms and Conditions and, at the earliest, at 12 noon on the day after you have paid the premium.

Cover ends at midnight on the day of your return that is stated in the Specific Terms and Conditions.

### 2. CUMULATIVE INSURANCE

If you are covered for the same risks with other insurance companies, you must inform us of this and provide us with their details and the scope of their cover, in accordance with article L 121-4 of the French Insurance Code.

You can obtain indemnification for your damage by contacting the insurance company of your choice.

**These provisions do not concern assistance services.**

### 3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its limit amount, we become beneficiaries of the rights and actions that you owned against anyone liable for the claim, in accordance with article L 121-12 of the French Insurance Code.

If, by your act, we are no longer able to perform this action, we can be discharged of all or part of our obligations towards you.

### 4. PENALTIES APPLICABLE IF YOU MAKE A FALSE DECLARATION WHEN TAKING OUT THE POLICY

Any non-disclosure or false statement, any omission or inaccuracy in the statement of the risk is penalised under the terms of conditions stated in articles L 113-8 and L 113-9 of the French Insurance Code:

- **in the event of bad faith on your part:**  
by rendering the policy null and void;
- **if your bad faith has not been proven:**  
by a reduction in the indemnity, in proportion to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

### 5. PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONAL FALSE DECLARATION AT THE TIME OF THE CLAIM

**Any fraud, non-disclosure or intentional misrepresentation by you about the circumstances or consequences of a claim will result in the loss of all entitlement to benefit or indemnity for this claim.**

### 6. TIME LIMITATION

Any legal action arising from the insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by articles L 114-1 and L 114-2 of the French Insurance Code.

The time limitation period is interrupted mainly by the despatch of a registered letter with acknowledgement of receipt by our company to the insured person in respect of legal action for payment of the premium and by the insured person to our company in respect of payment of the indemnity or by the appointment of an expert as the result of a claim.

### 7. DAMAGE ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and failing this, by jointly agreed expert assessment, subject to our respective rights.

Each of us appoints an expert. If the appointed experts do not agree, they appoint a third expert: the three experts work together on a majority vote basis.

If one of us fails to appoint their expert or the two experts are unable to agree on the selection of the third expert, the appointment shall be made by the Presiding Judge of the Tribunal de Grande Instance of the place where the policyholder is domiciled.

This appointment shall be made on a written request signed by us or by just one of us, with the other having being summoned by registered letter.

Each party pays the fees and expenses of its own expert and half of the fees of the third expert, if appointed.

### 8. CLAIM SETTLEMENT TIME PERIOD

As soon as your case is complete, your indemnity will be paid within 10 days following the agreement between us or an enforceable court ruling.

### 9. COMPLAINTS HANDLING PROCEDURES

**In the event of any problems, please consult your usual representative first of all. If you are not satisfied with their response, you may send your complaint to:**

MONDIAL ASSISTANCE FRANCE  
Complaints management department  
DT 001  
54 rue de Londres  
75394 PARIS Cedex 08

If you still disagree after you have received the response from our company, you can request an opinion from an arbitrator.

Procedures for access to the arbitrator will be sent to you if you write to the address above.

### 10. MONDIAL ASSISTANCE INTERNATIONAL ADDRESS

MONDIAL ASSISTANCE INTERNATIONAL elects domicile at its secondary establishment:

Tour Gallieni II  
36, avenue du Général de Gaulle  
93175 BAGNOLET Cedex

Any disputes raised against MONDIAL ASSISTANCE INTERNATIONAL concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be made to the address shown above.

### 11. DATA PROTECTION AND PRIVACY LAW

In accordance with French Law on Data Protection and Civil Liberties No. 78-17 of 6 January 1978, amended by law n° 2004-801 dated 6 August 2004, you have the right to access, object to, modify, correct and delete information about yourself that is contained in our files, by contacting our head office in France.

### 12. REGULATORY AUTHORITY

The body responsible for the regulation of MONDIAL ASSISTANCE INTERNATIONAL is the Autorité de contrôle Prudentiel (French insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.

## COVER AND EXCESS AMOUNTS TABLE

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
<b>BAGGAGE DAMAGE</b>		
<ul style="list-style-type: none"> <li>• Accidental loss of and/or damage to baggage, personal items and effects</li> <li>• Theft of valuables</li> </ul>	Indemnification at replacement value, with a deduction for depreciation, up to a limit of: - € 1,000 per insured person and per claim <b>The maximum amount of cover for «Baggage damage» including «Theft of valuables» is €1000 per insured person</b> Indemnification at replacement value, with a deduction for depreciation, up to a limit of 50% of the amount covered under «Baggage damage», per insured person and per claim.	Per insured person and per claim: €30
<b>ASSISTANCE TO PEOPLE</b>		
<ul style="list-style-type: none"> <li>• <b>Repatriation assistance:</b> <ul style="list-style-type: none"> <li>- organising and taking charge of your return, or transportation to a hospital</li> <li>- reimbursement of your accommodation costs and the those incurred by the insured members of your family or those of an insured person accompanying you</li> <li>- organising and taking charge of the return of an insured travel companion and minor children</li> </ul> </li> </ul>	Actual costs Limited to €50 per day and per insured person, until the insured is repatriated, subject to a maximum of 10 days Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Hospitalisation in situ:</b> <ul style="list-style-type: none"> <li>- taking charge of the costs that enable a member of your family to get to you in hospital:               <ul style="list-style-type: none"> <li>&gt; outward/return journey</li> <li>&gt; accommodation costs locally until your repatriation</li> </ul> </li> <li>- paying the cost of a travel companion's round trip for the return of your minor children</li> </ul> </li> </ul>	Actual costs Limited to €50 per day, until the insured is repatriated Actual costs	N/A

## COVER AND EXCESS AMOUNTS TABLE

ITEMS OF COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
<b>ASSISTANCE TO PEOPLE (CONTINUED)</b>		
<ul style="list-style-type: none"> <li>• <b>Overseas medical and hospitalisation costs:</b> <ul style="list-style-type: none"> <li>- reimbursement of the costs you are responsible for (except dental costs)</li> <li>- reimbursement of emergency dental costs</li> <li>- advance for hospital costs</li> </ul> </li> </ul>	Up to the following limits, per insured person and per insurance period: <ul style="list-style-type: none"> <li>- €150 000</li> <li>- €300</li> <li>- €150 000</li> </ul>	Per claim: €30  N/A
<ul style="list-style-type: none"> <li>• <b>Additional costs locally:</b> <ul style="list-style-type: none"> <li>- additional accommodation expenses</li> <li>- transport costs to continue the curtailed journey</li> </ul> </li> </ul>	Limited to €50 per day and per person, for a maximum of 10 days Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Search and/or rescue costs:</b> <ul style="list-style-type: none"> <li>- search costs</li> <li>- rescue costs</li> </ul> </li> </ul>	Limited as follows: <ul style="list-style-type: none"> <li>- per person insured and per claim: €1500</li> <li>- per event : €8000</li> </ul>	N/A
<ul style="list-style-type: none"> <li>• <b>Shipping drugs to the location</b></li> </ul>	Sending method:	N/A
<ul style="list-style-type: none"> <li>• <b>Providing a driver for the return of your car</b></li> </ul>	Driver's travel costs and salary	N/A
<ul style="list-style-type: none"> <li>• <b>Assistance in the event of an insured person's death:</b> <ul style="list-style-type: none"> <li>- transporting the body</li> <li>- funeral costs</li> <li>- additional costs of transport for insured members of the deceased person's family or an insured person</li> </ul> </li> </ul>	Actual costs Limited to €1200 per insured person Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Early return assistance:</b> <ul style="list-style-type: none"> <li>- organising and paying transportation costs</li> </ul> </li> </ul>	Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Legal assistance abroad:</b> <ul style="list-style-type: none"> <li>- reimbursement of lawyer's fees</li> <li>- advance for bail</li> </ul> </li> </ul>	Up to the following limits, per insured person and per insurance period: <ul style="list-style-type: none"> <li>- €13000</li> <li>- €15000</li> </ul>	N/A
<ul style="list-style-type: none"> <li>• <b>Shipping drugs to the location</b></li> </ul>	Sending method:	N/A
<ul style="list-style-type: none"> <li>• <b>Providing a driver for the return of your car</b></li> </ul>	Driver's travel costs and salary	N/A
<ul style="list-style-type: none"> <li>• <b>Assistance in the event of an insured person's death:</b> <ul style="list-style-type: none"> <li>- transporting the body</li> <li>- funeral costs</li> <li>- additional costs of transport for insured members of the deceased person's family or an insured person</li> </ul> </li> </ul>	Actual costs Limited to €1200 per insured person Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Early return assistance:</b> <ul style="list-style-type: none"> <li>- organising and paying transportation costs</li> </ul> </li> </ul>	Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Legal assistance abroad:</b> <ul style="list-style-type: none"> <li>- reimbursement of lawyer's fees</li> <li>- advance for bail</li> </ul> </li> </ul>	Up to the following limits, per insured person and per insurance period: <ul style="list-style-type: none"> <li>- €13000</li> <li>- €15000</li> </ul>	N/A
<b>HOLIDAY CURTAILMENT</b>		
<ul style="list-style-type: none"> <li>• <b>When your holiday is curtailed for one of the reasons specified in the General Terms and Conditions:</b> <ul style="list-style-type: none"> <li>- accommodation rental</li> </ul> </li> </ul>	Payment of an indemnity proportional to the number of unused rental days (excluding transportation), limited as follows: <ul style="list-style-type: none"> <li>- per holiday let insured: €4000</li> </ul>	N/A
<b>VEHICLE ASSISTANCE</b>		
<ul style="list-style-type: none"> <li>• Local repair costs</li> <li>• Costs of towing to nearest garage</li> </ul>	Limited to €180 per claim	N/A