



Insurance and Assistance General Terms and Conditions

Contract No. 63 101 636 B

- Insurance
- Assistance

Information and Management:

aiac
COURTAGE

14, rue de Clichy - 75009 Paris
Tel. : 01 44 53 28 53

TABLE OF GUARANTEE AMOUNTS

INSURANCE GUARANTEES	Amounts per person TTC* (including all taxes)
• CIVIL LIABILITY Total guarantee ceiling: - including bodily injury - including physical (property) damage and consequential immaterial damage <i>Absolute deductible</i>	6 100 000 €/claim and per insurance year 4 600 000 €/event (no deductible) 80 000 €/event 30 €
• TRAVEL ACCIDENT INDIVIDUAL COVERAGE - Death - Total or partial permanent infirmity	7 500 € Flat deductible 15 %
• LEGAL PROTECTION	3 000 €/dispute See sub-limits in the table connected with the guarantee
SPORTS AND LEISURE-TIME ACTIVITY GUARANTEES	Max. amounts TTC* (including all taxes)
• INTERRUPTION OF SPORTS ACTIVITY FOLLOWING AN ACCIDENT - Reimbursement for unused services - Reimbursement for package amounts of training sessions, ski lifts and ski courses (exceeding 5 days)	300 €
• EQUIPMENT DAMAGE Indemnity in the form of an exchange	3 000 € maximum per year and per event
ASSISTANCE SERVICES	Amounts incl. taxes* per person
• ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY - Transportation/evacuation - Return of insured family members or insured accompanying party	Actual expenses Return ticket + taxi expenses ⁽¹⁾
• MEDICAL EXPENSES - Additional reimbursement for medical and hospitalisation expenses : • In France • Abroad - Reimbursement for dental care	1 500 € (<i>absolute deductible</i> 30 €) 1 500 € (<i>absolute deductible</i> 30 €) 80 €
• ASSISTANCE IN THE EVENT OF DEATH - Transportation of mortal remains - Casket / urn costs (possibility of reimbursement on the basis of an invoice in case of death abroad: 1 000 € maximum)	Actual expenses 1 000 €
• SEARCH, RESCUE AND EVACUATION EXPENSES	11 400 €

* Applicable rate in accordance with the legislation in effect.

⁽¹⁾ First class rail travel or economy class air travel.

APPLICABLE RATE IN ACCORDANCE WITH THE LEGISLATION IN EFFECT

GUARANTEES	DATE OF ENTRY INTO EFFECT	GUARANTEE EXPIRY DATE
INSURANCE GUARANTEES AND ASSISTANCE SERVICES	Date of card purchase.	Trip return date. NOTE: in all cases our guarantees automatically end 90 days after the departure date

SOME ADVICE

BEFORE TRAVELLING ABROAD

- Remember to have the appropriate forms for the duration and type of trip as well as for the country you are travelling to (there is specific legislation for the European Economic Zone). The various forms are issued by the Health Insurance Fund [Caisse Primaire d'Assurance Maladie] of which you are a member and make it possible to ensure direct coverage of your medical fees by the fund in question in the event of illness or accident.
- If you are travelling in a country which is not a member of the European Union and the European Economic Zone (EEZ), you must find out prior to departure whether the country has signed a social security agreement with France. To do so, you must consult your Health Insurance Fund to ascertain whether you are covered by the said agreement and whether there are formalities to be undertaken (withdrawal of a form, etc.).
- To obtain these documents, you must contact the appropriate body (or the Caisse Primaire d'Assurance Maladie in France) prior to your departure.
- If you are under treatment, remember to take your medication with you and obtain information concerning the conditions for carrying that medication as a function of your type of transport and your destination.
- Insofar as we cannot substitute for emergency care, we advise you, particularly if you undertake a risky physical or motorised activity, or if you travel in an isolated area, to ensure in advance that emergency first aid services have been implemented by the appropriate authorities in the country concerned to meet any emergency aid request.
- In the event of theft or loss of your keys, it may be important to know their numbers. Take the precaution of writing down these references.
- Similarly, in the event of theft or loss of your identity papers or means of payment, it is easier to obtain replacements if you have made photocopies and noted the numbers of your passport, identity card and bank card, which you should keep in a separate location.

ON SITE

If you fall ill or are injured, contact us as soon as possible after making sure to call the emergency assistance services (emergency ambulance service, fire brigade, etc.), for which we cannot substitute.

WARNING

Some medical conditions may limit policy application conditions. We advise you to read these General Provisions carefully.

GENERAL INSURANCE AND ASSISTANCE OBSERVATIONS

1. PURPOSE OF THE CONTRACT

These General Provisions for insurance and assistance policy No. 63 101 536 B signed by EUROP ASSISTANCE, a company regulated by the French Insurance Code, and AU VIEUX CAMPEUR, the Insured Entity, are intended to stipulate the rights and the mutual undertakings of EUROP ASSISTANCE, the Insured Entity and the insured persons, as defined below. This policy is regulated by the French Insurance code.

They determine the guarantees and the services provided for the Insured by EUROP ASSISTANCE. The present notice is applicable to membership obtained or renewed beginning on 01/12/2015 and until the appearance of a new agreement.

2. DEFINITIONS

A. JOINT DEFINITIONS FOR INSURANCE AND ASSISTANCE

In this policy the following meanings are stipulated:

• ACCIDENT (PERSONAL)

A sudden unforeseeable event affecting the Insured, not intended by the said Insured, arising from a sudden action with an external cause.

The following are treated as Accidents in connection with the “INDIVIDUAL TRAVEL ACCIDENT” guarantee:

- Mountain sickness (high-altitude acute cerebral oedema or acute long oedema),
- Death of Insured who has been the victim of illness during a sports activity or of its immediate consequences.

As well as, when the Insured’s condition requires immediate and imperative hospitalisation:

- The consequences of asphyxia, drowning or immersion syncope,
- Intoxication, poisoning or the burns caused by gases, vapours or toxic or corrosive substances, or by spoiled food, whether absorption thereof is due to an error or to action by a third party,
- Asphyxia by immersion or by release of gases or of vapour,
- Snake bites, cases of rabies or of anthrax resulting from animal bites or stains,
- Attacks on the insured person,
- Bodily injury due to burns, electrocution, or lighting strikes,
- Infectious stains and their consequences,
- Tears, hernias, muscular ruptures, whether relative to tendon or to ligaments, backache and lumbago of accidental origin,
- Accidental damage occurring during floods, storms, cyclones, hurricanes, avalanches, earthquakes and natural disasters,
- Accidental congestion,
- Sun stroke, oedema, freezing, ophthalmia or blindness.

• **INSURED**

The term “Insured” means the persons having joined the “group” contract taken out by the company “Au Vieux Campeur” on behalf of the holders of the “Au Vieux Campeur” card. These persons must be domiciled in Western Europe, France’s overseas departments, New Caledonia or French Polynesia. In the present contract, the Insured are also designated as “you”.

• **INSURER /ASSISTANCE PROVIDER**

Insurance guarantees and assistance services are guaranteed and implemented by EUROP ASSISTANCE, a company regulated by the French Insurance code, a Public Limited Company with a capital of 35 402 786 €, Nanterre Trade and Companies Register No. 451 366 405, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers. In the present contract, the company EUROP ASSISTANCE is designated as “we”.

• **ATTACK**

The term “Attack” refers to any act of violence constituting a criminal or illegal attack occurring against persons and/or property in the country in which you are staying, having the purpose of seriously impairing public order by intimidation and terror, and which is the object of media coverage. Such an attack must be surveyed by the Ministry of Foreign Affairs and International Development.

• **BENEFICIARY**

The person(s) designated by the Insured, or failing that, his or her Beneficiaries.

• **CONFLICT OF INTEREST**

A situation in which the Insured must simultaneously defend the Insured’s interests and those of third parties.

• **CONSOLIDATION**

The time as of which the condition of the injured person or of the patient is considered permanent and is presumed to be definitive.

• **FORFEITURE**

A sanction consisting of depriving the Insured of the benefit of the guarantees in case of disregard of its obligations.

• **DOMICILE**

The Domicile is deemed to be your primary and usual residence listed as such in your income tax declaration. It is located in Western Europe, in the DROM (overseas departments and regions), or in French Polynesia.

• **DROM**

The term “DROM” refers to Guadeloupe, Guyanne, Martinique, Mayotte and La Réunion.

• **BODILY INJURY**

Any bodily impairment suffered by an individual.

• **MATERIAL DAMAGE**

Any deterioration or destruction of a thing or of a substance, or any physical attack on an animal.

• **CONSEQUENTIAL IMMATERIAL DAMAGE**

Any pecuniary prejudice resulting from loss of possession of a right, from interruption of a service provided by a person or by a movable or immovable, or from the loss of a benefit that is the direct result of covered bodily injury or physical damage.

• **ABROAD**

The term “Abroad” refers to the entire world except for your country of Domicile and excluded countries.

• **WESTERN EUROPE**

The term “Western Europe” refers to the following countries: Andorra, Austria, Belgium, Denmark, Finland, continental France, Germany, Gibraltar, Greece, Ireland, Italy and islands, Liechtenstein, Luxembourg, the Principality of Monaco, Norway, the Netherlands, Spain, San Marino, Sweden, Switzerland and the United Kingdom.

• **EVENT**

Any situation covered by the present General Provisions giving rise to a request for intervention by the Insurer/Assister.

• **FRANCE**

The term “France” refers to mainland France and the Principality of Monaco.

• **ABSOLUTE DEDUCTIBLE**

Proportion of the amount of costs which you must pay.

• **RELATIVE DEDUCTIBLE**

- When the amount of the Claim is less than the Deductible, the Insurer is not called on to pay any indemnity.
- When the amount of the Claim exceeds the Deductible, the Insurer pays the entire Claim, without any deduction of a Deductible.

• **HOSPITALISATION**

When the amount of the Claim exceeds the Deductible, the Insurer pays the entire Claim, without any deduction of a Deductible.

• **IMMOBILISATION**

Physical inability (partial or total) to move, as noted by a doctor, and following an Illness or Accident and requiring rest on site. It must be justified by a doctor’s certificate or, depending on the Insured in question, by a detailed sick note.

• **INDEMNITY**

The amount paid by the Insurer under the present contract.

• **DISPUTE**

A situation of conflict caused by a harmful event or by a reprehensible act bringing the Insured and a third party into conflict and leading it to assert a disputed right, to resist a claim or to defend itself in any court.

• **ILLNESS**

Medical condition duly noted by a medical doctor requiring medical treatment and of a sudden and unforeseeable nature.

• **FAMILY MEMBER**

The term “Family Member” refers to the spouse, civil union (PACS) partner or life partner living under the same roof, a legitimate child of the Insured born or adopted, the father and the mother, a brother or sister, one of the grandparents, one of the parents-in-law (the parents of the Insured’s partner), or one of the Insured’s grandchildren.

• **CLAIM**

The term “Claim” refers to any event of a random nature which may apply the guarantee stipulated in this policy.

• **INSURED ENTITY**

AU VIEUX CAMPEUR, a Simplified Joint Stock Company with a capital of 1 500 000 €, having its registered office at 48 rue des Ecoles - 75005 PARIS (e-mail: infos@auvieuxcampeur.fr - Tel.: 01 69 81 47 47) - PARIS Trade and Companies Register No. B 622 012 540 - Intracom. VAT: FR 35 622 012 540, which is concluding the present contract on behalf of other Beneficiaries, hereinafter designated as the Insured.

B. INSURANCE-SPECIFIC DEFINITIONS

As defined in this policy, the following are understood as indicated:

• **SERIOUS ACCIDENT**

A sudden and unforeseen event affecting a person and not intended by the victim arising from a sudden external cause which prevents any travel by the person’s own means.

• **MAJOR EVENT AT DESTINATION**

Three causes may, in the meaning of the present contract, constitute a Major event:

- Major climatic events in terms of intensity satisfying the following cumulative conditions: climatic events such as flooding due to overruns of streams, floods due to runoff, floods and mechanical shocks connected with wave effects, floods due to marine submersions, mudslides and torrential lava, tilde wave, earthquakes, seismic events, volcanic eruptions, cyclonic winds, storms of abnormal intensity having given rise to a decree of Natural disaster if occurring in France, or having resulted in physical and / or human damage on a large scale if occurring Abroad,
- Major events involving health in the country or the area of destination surveyed by the World Health Organisation and giving rise to a pandemic or epidemic risk,
- Major political events in terms of intensity and duration entailing either serious disturbances of interior order established within a State or armed conflicts between several States or within one and the same State between armed groups. This refers to the areas or countries for which the Ministry of Foreign Affairs and International Development has advised against visits.

• **SERIOUS ILLNESS**

Pathological condition duly noted by a physician formally prohibiting the sufferer from leaving home and which requires medical care and the absolute cessation of any professional activity.

3. WHAT IS THE NATURE OF THE TYPES OF TRAVEL COVERED?

• **GENERAL ACTIVITIES**

The guarantees apply only on the occasion of carrying privately, the activities mentioned below, to the exclusion of any others: badminton, boomerang, camping, canoeing, cannoning, kite flying, underwater hunting, foot races, climbing, golf, risk climbing, kayak, luge, mountain, swimming, hang gliding (covered if specific extension and, in that case, the Civil liability and Individual Accident Insurance guarantees are still excluded) and windsurfing, underwater diving, rafting, and aquatic excursions, snow racket, roller-skating, running, roller skiing, trail skiing, water skiing, Nordic and cross-country skiing, skateboarding, snowboarding, potholing, (spelunking), squash, water surfing, telemark, tennis, mountain biking and other bicycles or sailing.

• **GUARANTEE PERIOD**

The guarantees requested by the Insured go into effect on the day of issue indicated either in the card, or opposite the options chosen at the time of card purchase, and they are valid for 12 months beginning with the day of issue. They cannot be renewed automatically in any case. The assistance services and insurance guarantees under the contract apply worldwide during any travel abroad not exceeding 90 consecutive days, saving a specific duration extension.

4. WHAT IS THE POLICY’S GEOGRAPHIC COVERAGE?

The insurance guarantees and the assistance services apply worldwide, but excluding countries or regions to be avoided as per the Ministry of Foreign Affairs and International Development (www.france.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/).

EXCLUSIONS : In general, the following are excluded: countries in a state of foreign or civil war, acknowledged political instability or civil unrest, riots, reprisals, restrictions on the freedom of circulation of goods and persons (irrespective of the cause, in particular medical, security or meteorological, etc.) or disintegration of the atomic core or any radiation from an energy source of a radioactive nature.

For more information prior to departure, please contact our retail outlets or Customer Relations Department on 33+(0)1 41 85 85 41.

5. HOW TO USE OUR SERVICES?

A. IF YOU REQUIRE ASSISTANCE

In the event of an emergency, it is vital to contact local first aid services for any problem falling within their purview.

In any event, our intervention cannot replace intervention by local public services or any intervening party which we would be obliged to assist as per local and/or international regulations.

To help us intervene, we recommend that you prepare your call.

We will ask you for the following information:

- Your surname(s) and given name(s),
- Your specific location, address and the telephone number where you can be reached,
- Your policy number.

You absolutely must do the following:

- Call us forthwith at the following number: 01 41 85 90 39 (from outside France, +33 1 41 85 90 39), fax: 01 41 85 85 71 (+33 1 41 85 85 71 from outside France).
- Obtain our approval before taking any initiative or incurring any expense,
- Comply with the solutions we recommend,
- Provide us with all the items concerning the policy which has been taken out,
- Provide us with the original documentary proof of expenses for which reimbursement is requested.

B. WHAT ARE THE APPLICATION CONDITIONS FOR ASSISTANCE SERVICES AND THE INSURANCE GUARANTEE?

We reserve the right to request all the documentary proof we need for all insurance or assistance requests (death certificate, proof of kinship, proof of children's age, proof of domicile, proof of expenditure, tax returns, provided that all items except your name, your address and the persons comprising the taxation household have been blacked out).

We intervene only on the formal condition that the event prompting us to provide a service was uncertain when the policy was taken out and at the time of departure.

This means the policy does not cover an event originating in an illness and/or injury which were diagnosed beforehand and/or treated or which required continuous hospitalisation or out/day-patient hospitalisation in the six months prior to the assistance request. This applies equally to the event or a worsening of the said condition.

Where EUROP ASSISTANCE decides to launch an intervention without any verification bases as a result of insufficient factors or inaccurate information in the light of the information to be provided to EUROP ASSISTANCE, intervention costs incurred by EUROP ASSISTANCE will be invoiced to the Insured Entity and be payable upon receipt of the invoice. The Insured Entity may, if it so desires, recover the amount from the party requesting assistance if the said party is not the Insured.

C. YOU WISH TO DECLARE A CLAIM COVERED BY THE INSURANCE GUARANTEE(S):

Within 5 days in all other cases, you or any person acting in your name must file your claim with the following:

A.I.A.C. - 14, rue de Clichy - 75009 Paris.

If you fail to comply with these deadlines, you will lose the benefit of the guarantees for the Claim from your policy if we establish that the said delay caused us harm.

D. GUARANTEE ACCUMULATION

If the risks covered by this policy are covered by another insurance policy, you must inform us of the name of the insurer with which the other policy was taken out (L121-4 of the French Insurance Code) insofar as this information was brought to your attention, and no later than when declaring the claim.

E. FALSE DECLARATIONS

- **When they change the intent of the risk or lessen our opinion:**
Any reticence or deliberately false declaration by you shall render the policy null and void. Paid premiums remain applicable. We would be entitled to demand payment of past premiums, as stipulated in the French Insurance Code, article L 113-8,
- **Any omission or inaccurate declaration by you the bad faith of which is not established will result in termination of the policy ten days after notification sent by registered letter with acknowledgement of receipt and/or application of the reduction in compensation stipulated in the French Insurance Code, article L 113-9.**

F. FORFEITURE OF SERVICE AND GUARANTEE OWING TO FRAUDULENT DECLARATIONS

In the event of a Claim or intervention request under the terms of insurance guarantees and/or assistance services stipulated in these General Provisions, if you deliberately use as documentary proof any documents which are inaccurate or file inaccurate or untruthful declarations, you will forfeit any right to insurance guarantees and assistance services as stipulated in these General Provisions for which said declarations are required.

6. WHAT MUST YOU DO WITH YOUR TRAVEL DOCUMENTS?

When transportation is organised and handled as per policy clauses, you undertake either to allow us the right to use the travel documents in your possession or to reimburse us for the amount for you are reimbursed from the organisation issuing your travel documents.

GENERAL CONSIDERATIONS RELATIVE TO INSURANCE

CIVIL LIABILITY DURING THE COVERED ACTIVITIES

1. WHAT WE COVER

The pecuniary consequences that you may incur following a friendly or legal claim made against you by an injured third party because of any bodily injury or physical damage caused to the said party by an accident, a fire or an explosion occurring during the covered activities, **within the limits of the amounts indicated in the Table of Guarantee Amounts.**

The guarantee applies under the following conditions:

- when you have caused harm to a third party for which you incur civil liability by way of a complaint
- and when the harmful action occurred between the initial effective date of the guarantee and its date of cancellation or expiration.

2. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract and appearing in the section called "WHAT ARE THE GENERAL EXCEPTIONS APPLICABLE TO THE CONTRACT?" in the section called "CONTRACT FRAMEWORK", the following are excluded:

- **the damage that you have caused or produced intentionally as an individual or as a legal or defacto senior manager of the business if you are a legal entity,**
- **the damage resulting from the use of motor vehicles or of any devices for aerial, maritime or inland waterway navigation, or from practising areal sports,**
- **the physical damage occurring on any motorised land vehicle or on any aerial, inland waterway or maritime navigation device,**
- **the damage resulting from practising hunting,**
- **the damage resulting from any professional activity,**
- **the consequences of any physical or bodily problem affecting you as well as your spouse, your ascendants or your descendants,**
- **immaterial damage, unless it results from covered physical or bodily damage, in which case this is covered as appears in the ceiling provided for in the Table of the Guarantee Amounts,**
- **any provisions adopted at your initiative without our advance approval,**
- **accidents resulting from indulging in the following sports: bobsledding, skeleton, competition luge, any aerial sport, as well as the ones resulting from participation in or training for matches or competitions.**

3. COMPROMISE – ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability and no compromise that you have accepted without our approval may be applied to us. However, acceptance of the material nature of the facts is not considered as an acknowledgement of liability nor is the mere fact of having obtained urgent assistance for a victim when it is a question of assistance that any person is entitled to provide.

4. PROCEEDINGS

In case of an action filed against you, we see to your defence and manage the proceedings with respect to the facts and damage falling within the framework of the guarantees provided under the present contract.

However, you may associate yourself with our action as long as you can demonstrate the existence of your own interest not handled under the present contract.

The fact of seeing, on a protective basis, to your defence may not be construed as an acknowledgement of guarantee and does not in any way imply that we agree to pay for the damage that is not covered by the present contract.

Nevertheless, in such a case, we retain the right to take steps against you to obtain reimbursement for any amounts that we have paid or set aside in a reserve instead of your doing so.

5. APPEALS

With respect to appeals:

- in the civil, commercial or administrative courts, we may freely exercise recourse within the framework of the guarantees under the present contract,
- in the criminal courts, appeals may be filed only with your approval,
- if the dispute no longer concerns anything except civil interests, your refusal to allow the filing of the contemplated appeal entitles us to claim an indemnity from you equal to the prejudice resulting for us from that fact.

You may not oppose the filing of our appeal against a liable third party if the latter is covered by another insurance contract.

6. INAPPLICABILITY OF FORFEITURES

Even if you fail to satisfy your obligations after a Claim, we are required to indemnify the persons to whom you are liable.

Nevertheless, in such a case, we retain the right to file suit against you to obtain reimbursement for any amounts that we will have paid or set aside in your place.

ACCIDENT INDIVIDUAL

1. WHAT WE COVER

We cover payment of the indemnities **provided for in the Table of the Guarantee Amounts** in case of an accident producing bodily injury that may affect the Insured during covered activities, **but to the exclusion of the various trips required for practicing the covered activity.**

The Coverage defined below:

- applies only to Accidents occurring in connection with practice of the covered activities,
- is suspended ipso jure for the insured during periods of military service exceeding one month and during periods of mobilisation,
- ceases ipso jure as of the day on which the Insured reaches the age of seventy-five years.

2. WHAT IS THE AMOUNT IN CONNECTION WITH WHICH WE INTERVENE?

We intervene in connection with the amount **indicated in the Table of Guarantee Amounts** in the following cases:

A. DEATH

The Insurer guarantees payment to the Insured’s beneficiary of the capital indicated in the Table of Guarantee Amounts. If there are several Beneficiaries, any payment to be made following the Insured’s death is indivisible vis-a-vis the Insurer, which will pay the interested parties in exchange for a collective receipt.

The insured sum is due not only when the death is immediate, but also when it occurs as an unquestionable consequence of the accident, this within 12 months following its date. In case of disappearance of an insured person under circumstances leading one to suppose that only an accident could be responsible for this, the capital provided for in case of death is paid to the Insured, in the absence of more rapid agreement by the Insurer, as soon as the death certificate is issued, pursuant to articles 80 et seq of the Civil Code.

B. TOTAL PERMANENT DISABILITY

The Insurer guarantees payment to the Insured of an indemnity the amount of which is indicated in the Table of Guarantee Amounts. In case of partial permanent disability, the indemnity may be reduced within the proportions set in the Common Law scale. In case the accident gives rise to permanent disability, the capital due to the Insured is paid in toto within one month following consolidation of the injury. Lesions that are not included in the “Concours Medical” scale are indemnified in proportion to their seriousness, compared with the seriousness of the cases listed and without taking account of the Insured’s profession and age.

Nervous diseases, nervous disturbances after a commotion and the peripheral nervous lesions give rise to an indemnity only if they are the consequence of a covered Accident.

In such a case, an initial payment is made at the time of consolidation, without exceeding half of the indemnity corresponding to the degree of infirmity. The balance is paid, if the case arises, after a new medical examination given within a maximum of two years following the time of consolidation.

The said examination determines the definitive rate of disability. In any event, the down payment made remains the Insured’s property. The indemnities provided for in case of amputation of one or of several limbs are also due in case of loss of use of the said limbs.

Non- cumulative nature of the indemnities:

There is no cumulation of the death and total permanent disability guarantees when they result from the consequences of one and the same covered event.

If, after having received an indemnity resulting from partial disability stemming from a covered Event, you die due to the consequences of the said Event, we would pay, to the Beneficiaries, the capital provided for in case of death **within the limits of the amount indicated in the Table of Guarantee Amounts**, after deduction of the indemnity that we would already have paid to you in connection with the partial permanent disability.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract and appearing in the paragraph called “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?” in the “CONTRACT FRAMEWORK” section, the following are excluded:

- **Accidents caused by: blindness, paralysis, mental illnesses, as well as all diseases or infirmities existing at the time of conclusion of the contract,**
- **The accidents resulting from taking part in certain sports, such as: competitive luge, parachute jumping and any aerial sport, as well as the ones resulting from training for or participation in sports competitions,**
- **The accidents caused by use of a motorcycle exceeding 125 cm3 as driver or passenger,**
- **The accidents caused by a transport company not authorised to provide public transport of persons.**

4. HOW IS THE INDEMNITY CALCULATED?

The amount of the indemnity may not be set until after consolidation, i.e., after the date as of which the consequences of the Accident have stabilised.

The definitive rate after an Accident affecting a limb or an organ that has already been injured will be equal to the difference between the rate determined from the table and its application conditions and the rate prior to the Accident.

If you are the victim of an infirmity not appearing in the above-mentioned “Disability scale” table, we will determine the corresponding rate of disability by comparing its seriousness with the one of the cases provided for in the said table, without the victim’s professional activity being taken into account in order to determine the seriousness of the infirmity.

If it is medically established that the Insured is left-handed, the disability rate applicable to the right arm will apply to the left arm and contrariwise.

If the Accident results in several lesions, the disability rate use for calculation of the amount that we will pay will be calculated by applying, to the above-mentioned scale, the method adopted for determination of the disability rate in case of an occupational accident without the total rate being able to exceed 100 %.

The application of the above-mentioned scale presupposes in every case that the consequences of the Accident are not aggravated by the effect of a disease or of a prior infirmity, and that the victim has received appropriate medical treatment. Otherwise the rate would be determined in the light of the consequences that the Accident would have had for a person in normal physical condition and having received rational treatment.

5. WHAT ARE YOUR OBLIGATIONS IN CASE OF A CLAIM?

Your claim filing will have to be accompanied by the following elements:

- a medical certificate,
- If appropriate, declarations by witnesses establishing the material nature for the extent of the Accident.

During his treatment, the Insured will have to allow free access for the consulting physician that we will designate for you to your medical file so that he can determine the consequences of the Accident.

In case of disagreement concerning the causes or the consequences of the Accident, we will submit the dispute to experts, one of them chosen by the Insured or by his beneficiaries and the other by us ourselves, subject to our respective rights.

In case of a divergence, a third expert will be appointed, either by joint agreement or by the presiding judge of the Regional Court of your place of residence.

LEGAL DEFENCE AND RECOURSE

This Legal protection guarantee is handled by L’EQUITE (designated hereinafter as “we”), 7 boulevard Haussmann, 75442 Paris Cedex 09 or by any company that might be substituted for it.

1. WHAT WE COVER

When you are involved in a **coverage dispute**, we undertake:

- After consideration of the matter in question, **to advise you** concerning the scope or the consequences of the case in the light of your rights and obligations,

- Whenever this is possible, **to provide you with our assistance** in a friendly way, with a view to coming up with the solution most in line with your interests,
- If need be, **to pay**, under the conditions set forth in chapter 5 concerning “Financial Guarantee” of the present General Conditions, the expenses required for exercise or defence of your rights on a friendly basis or in the competent courts.

2. OUR FIELDS OF INTERVENTION

We guarantee your legal protection **in connection with carrying on sports activities, on a private basis, but with the exception of the exclusions** mentioned in the section concerning “What we exclude” of the present General Provisions.

A. ACCIDENT PROTECTION IN CONNECTION WITH SPORTS ACTIVITY

We handle the defence of your interests:

- **in connection with any recourse** relating to pecuniary compensation for your prejudice if you are the victim of material or bodily harm for which a third party is responsible,
 - **in any criminal court** if you are prosecuted as the author or co-author of a violation coming to light on the occasion of the accident.
- The guarantee applies to **disputes** following the occurrence:
- of **accidental damage arising at the time of a sports activity**, whether or not a **traffic accident** is involved,
 - of **damage resulting from a theft of which you are the victim during a sports activity**.

B. HEALTH PROTECTION

We intervene **in order to obtain compensation for your prejudice resulting from an error, omission or shortcoming**, characterising non-observance of the obligation to make best efforts incumbent on the health professionals providing you with care **following a disease or an accident occurring at the time of a sports activity**.

3. WHAT WE EXCLUDE

The following are excluded:

- **disputes of which you were aware at the time of taking out the guarantee, or of your membership in the contract,**
- **claims for which the generating fact predates conclusion of the guarantee, or your membership in the contract,**
- **disputes in which you are a target because of damage involving your civil liability,**
- **disputes that may arise between you and EUROP ASSISTANCE, or between you and us,**
- **disputes that may occur due to lack or absence of services because of the doing of the travel organiser,**
- **the proceedings and complaints resulting from a felony or from a misdemeanour characterised by voluntary or intentional doing,**
- **the disputes relative to driving a vehicle under the influence of alcohol or drunk, or under the influence of narcotics or of drugs not medically prescribed, or relative to a refusal to cooperate with tracking operations,**
- **disputes resulting from driving without a licence, or from refusal to turn in the licence,**
- **disputes following the offence of flight or a refusal to obey,**
- **disputes resulting from violations sanctioned by a fixed or flat fine,**
- **disputes occurring on the occasion of acts of civil or foreign war, riot, popular movements or attacks,**
- **disputes relative to your private life, outside of sports activities,**
- **disputes not subject to the territorial jurisdiction of the countries of the area of destination chosen by the Subscriber and mentioned in the General Provisions.**

4. CONDITIONS OF THE GUARANTEE

- A. FOR APPLICATION OF THE GUARANTEE, YOU MUST BE CURRENT IN PAYMENT OF YOUR CONTRIBUTIONS, AND THE CLAIM MUST COMPLY WITH THE FOLLOWING CONDITIONS:
- the **claim** must be filed between the effective date of the guarantee and the date of its expiration,
 - the **date of the claim** must be between the effective date of the coverage and the date of its expiration,
 - when the claim results from an act of God or from an accidental event, the date of occurrence of the generating fact must **postdate the effective date of the contract**,
 - in all other cases, the date of occurrence of the generating fact must **be at least one month following the effective date of the guarantee**.

B. FROM THE LEGAL VIEWPOINT:

- In questions of defence and recourse, we intervene in order to provide your defence and/or your recourse in any French court holding territorial jurisdiction.
- In defence, we assist you in the Courts of the Country of the area of destination chosen by the subscriber, as mentioned in the Particular Provisions.
- Solely with respect to recourse, **the amount of your prejudice on the main issue must be equal to at least 275 € including all taxes (value as of 2013).**
- The Insured must have the required and sufficient evidence for demonstrating the reality of his prejudice in the Court.

5. FINANCIAL GUARANTEE

A. GUARANTEED EXPENDITURES

In case of a guaranteed claim:

- **on a friendly basis**, we pay the fees of an expert or of a specialist whom we mandate or whom you may mandate **with our advance and formal approval, for an amount of prejudice on the main issue of at least 275 € TTC, including all taxes, this subject to a maximum per Claim of 1 000 € including all taxes (value as of 2013),**
- **on the legal level, we pay a maximum per Claim and per contract**, whatever the number of beneficiaries may be, **of 3 000 € including all taxes (value as of 2013):**
 - The expenses relative to development of the legal file, such as the ones entailed by bailiff’s findings, incurred **with our advance and formal approval**,
 - the taxable expenses of a bailiff or of a judicial expert mandated in the interest of the Insured and whose work proves to be necessary to carrying out the guaranteed procedure,
 - the fees and **non-taxable expenses** of lawyers as specified in the chapter below concerning “Choice of lawyer”.

The expenses relative to legal consultation or procedural documents incurred before declaration of the claim are paid only if you can prove urgent action was required.

B. NON-GUARANTEED EXPENDITURES

The guarantee does not cover the amounts of all kinds that you must pay to the adverse party definitively or for which you must make reimbursement.

C. CHOICE OF LAWYER

In case of a Claim as well as in case of a conflict of interest arising between us on the occasion of the said claim, you may freely choose the lawyer whose intervention is required in order to compromise, assist you or represent you in the courts. Any change of lawyer must be reported to the Company immediately.
You determine the amount of the lawyer’s expenses and fees by agreement with him.
This free choice option is to be exercised to your benefit, in accordance with the following alternatives:

- 1- If you call on your lawyer, you must pay the expenses and fees to him directly. You may request us to make reimbursement for the said expenses and fees within the limits of the amounts in the Table concerning “Amounts of payment of or of reimbursement for legal fees”, as specified below. The indemnities are then paid within a period of 4 weeks following receipt of the documentation justifying your request at our registered office. In response to an explicit request by you, we can send the payment of the said amounts connected to your lawyer within the same actual limits.
In case of payment by the Insured of an initial retainer to his lawyer, the Insurer may pay an advance on the amount of the said retainer, equal to half of the maximum limit on the amounts set in the Table concerning “Amounts of payment of or of reimbursement for legal fees”, specified below, the balance being paid at the end of the proceedings.

- N.B.: Under penalty of non-payment of the contractual amounts, you must:
- **obtain our explicit approval before regularisation of any compromise settlement with the adverse party,**
 - **attach the statements of fees paid accompanied by a complete copy of all procedural documents and decisions issued or of the compromise agreement signed by the parties.**

2- If you wish to obtain the assistance of our correspondent lawyer mandated by us following a written request on your part, we will directly pay the expenses and fees within the maximum limits of the amounts set in the table concerning “Amounts of payment of or of reimbursement for legal fees”, as specified below, any additional amounts being for your account.

D. CONTROL OF THE PROCEEDINGS

In case of contentious proceedings, direction and management of and follow-up on the Claim are up to the insured, assisted by his lawyer.

E. AMOUNTS OF PAYMENT OF OR OF REIMBURSEMENT FOR LEGAL FEES

Services	Amounts in euros including All Taxes
Assistance	
• Expert’s meeting or investigatory measure, Civil or Penal mediation	500 € (1)
• Commission	400 € (1)
• Friendly intervention	150 € (1)
• Any other interventions	200 € (3)

Services (continuation)	Amounts in euros including All Taxes
<i>Proceedings in any courts</i>	
• Application in summary proceedings	550 € (2)
• Defence summary proceedings, petition or order	450 € (2)
• Violation of the Highway Code	450 € (3)
<i>Initial Jurisdiction</i>	
• Neighbourhood Judge	
- Civil Case	650 € (3)
- Criminal Case	450 € (3)
• Court of Instance	650 € (3)
• Prosecutor of the Republic	200 € (1)
• Police Court, Children's Judge or Court	500 € (3)
• Cour d'Assises (Crown Court)	2 000 € (3)
<i>Regional Court</i>	
• Police Jurisdiction	
- with civil complainant	850 € (3)
- without civil complainant	650 € (3)
• Other proceedings on the main issue	1 200 € (3)
<i>Appeal</i>	
- in connection with police or of violation of the Highway Code	450 € (3)
- in connection with misdemeanours	850 € (3)
- other points	1 050 € (3)
<i>Supreme Court of Appeals – Council of State</i>	2 100 € (3)
<i>Any other jurisdiction</i>	650 € (3)
<i>Friendly compromise</i>	
- carried out in full, without signature of any protocol	500 € (3)
- carried out in full and having resulted in a protocol signed by the parties and approved by EQUITÉ	1 000 € (3)

(1) = per intervention - (2) = per decision - (3) = per case

The ceilings as laid down in this way include the various expenses (travel, secretariat, photocopies), the levies and taxes, and they constitute the maximum amount of our commitment.

6. OPERATION OF THE GUARANTEE

A. CLAIM DECLARATION

To enable us to intervene effectively, you must file your declaration in writing as soon as possible, either at our registered office or at the offices of the insurance consultant whose references are specified in the Particular Provisions of the present contract.

B. IMPLEMENTATION OF THE GUARANTEE

Upon reception, your file will be handled by our Legal Protection Department as follows:

1- We inform you about our position with respect to the guarantee, it being understood that we may ask you to provide, without any restrictions or reservations, all documents relative to the dispute as well as with all additional information in your possession.

Pursuant to the provisions of article L 127.7 of the Insurance Code, we are bound to observe professional secrecy in this domain.

2- We will provide you with our opinion as to whether it is appropriate to compromise or to file legal proceedings, whether as plaintiff or as defendant. Cases of disagreement on this point are to be settled in accordance with the procedures laid down in the chapter concerning “Arbitration”.

C. CUMULATIVE GUARANTEE

If you are covered by several policies with respect to the risk constituting the object of the present contract, you must inform us of that fact at the latest at the time of filing of the Claim.

It is understood that you may address yourself to the insurer of your choice for handling the Claim. The guarantee under policies taken out without fraud produces its effect within the indicated contractual limits.

If there has been deception or fraud on your part, the sanctions provided for in article L 121.3 of the Insurance Code are applicable.

D. THE ENFORCEMENT OF COURT DECISIONS AND SUBROGATION

Within the framework of our guarantee, we pay for the proceedings relative to enforcement by a bailiff of the Court decision issued in your favour, with the exception of the expenses mentioned in the section concerning “Non-guaranteed expenditures”.

When the adverse party is sentenced to the costs of the proceedings, we are subrogated to your rights, to the extent of our out-of-pocket expenses.

When you are allocated a procedural indemnity by application of the provisions of article 700 of the Code of Civil Procedure, of article 475.1 or 800.1 and 800.2 of the Code of Penal Procedure or of article L 761.1 of the Code of Administrative Justice, we are subrogated to your rights to the extent of the amount of our guarantee, after deduction of the fees remaining for your account.

E. FORFEITURE OF GUARANTEE

You may lose your right to guarantee if you make, in bad faith, misrepresentations concerning the fact or the events constituting the claim, or more generally concerning any elements that might be useful in resolution of the dispute.

F. ARBITRATION

Pursuant to the provisions of article L 127.4 of the Insurance Code, it is agreed that in case of a disagreement between us on the subject of the steps to be taken for settling the dispute that is the object of the guaranteed Claim, the said difficulty may be submitted at your request for arbitration by a conciliator designated by joint agreement or, failing that, by the Presiding judge of the Regional Court, ruling in summary proceedings.

The expenses incurred for application of this option are for our account, except when the Presiding judge of the Regional Court decides otherwise in the light of the improper nature of your request. If, contrary to our opinion and to the opinion of the conciliator, you initiate, at your own expense, contentious proceedings and obtain a solution that is more favourable than the one that we propose, we undertake, within the framework of our guarantee, to pay the court and legal expenses that you will have incurred in this way pursuant to the article concerning “financial guarantee”.

However, in order to simplify management of such a disagreement, we undertake to :

- accept your choice of arbitrator insofar as the latter is authorised to issue legal opinions,
- accept, if you agree, the solution proposed by the said arbitrator.

In such a case, consultation of the said arbitrator will be paid for by the Company, within the contractual limits of the chapter concerning “Amounts of payment of or of reimbursement for legal fees” on the heading “Assistance - civil Mediation”.

G. CONFLICTS OF INTEREST

If, at the time of reporting the Claim, or during execution of the procedures relative to settlement of the said Claim, a conflict of interest appears between you and us, particularly when the third party opposing you is insured by us, the provisions of the section concerning “Choice of lawyer” will be applied.

SPORTS AND LEISURE-TIME ACTIVITY GUARANTEES

DEFINITION

Sports or leisure-time activity

Any practice of a sport or of a leisure-time activity as an amateur carried out during a trip the nature and duration of which are specified in the section concerning “WHAT IS THE NATURE OF THE COVERED TRAVEL?”.

One is not to consider as a sports or leisure-time activity:

- Any professional trial, competition or training session organised under the aegis of a sports entity, association or sports federation,
- Any training with a view to one or several trial or sports competitions as a professional.

INTERRUPTION OF SPORTS AND OF LEISURE-TIME ACTIVITIES

REIMBURSEMENT FOR THE SERVICES NOT USED IN CASE OF INTERRUPTION OF THE SPORTS OR OF LEISURE-TIME ACTIVITIES

A. WHAT WE GUARANTEE

We will reimburse you, *pro rata temporis*, **to the extent of the amounts indicated in the Table of Guarantee Amounts**, for the package expenses for sports or leisure-time activities already paid and not used (**excluding transport**), when you must interrupt your pursuit of the said activities for one of the following reasons:

- transportation/evacuation as defined in the present General Provisions,
- sports accident preventing, according to a medical doctor, practice of the activity, and upon presentation of a detailed medical certificate,
- the occurrence of one of the following exceptional climatic events: storm, hurricane, cyclone, preventing you from carrying on the activity planned during the stay as long as the interruption of the activity exceeds three consecutive days.

Special case of mountain skiing. The packages relative to ski lifts, skiing courses and equipment rental paid by you during your stay constitute one and the same activity package.

B. WHAT IS THE AMOUNT OF OUR INTERVENTION?

The indemnity is:

- proportional to the number of days of sports or leisure-time activities not used,
- due beginning with the day following the total halt to the guaranteed activities,
- calculated on the basis of the total price per person of the activities package, demonstrated by the original invoices, **this to the extent of the amount indicated in the Table of Guarantee Amounts**.

In calculation of the indemnity one disregards the administrative expenses and the expenses relative to visas, insurance and tips, as well as the reimbursements or offsets granted by the entity from which you have purchased your activities package.

ACCIDENTAL DAMAGE TO SPORTS EQUIPMENT

1. WHAT WE GUARANTEE

We’ guarantee, **to the extent of the amount indicated in the Table of Guarantee Amounts**, during its use, all equipment purchased in the Au Vieux Campeur stores for the risks listed below, this for a duration of 12 months, beginning with the time of initial validity of the Club Au Vieux Campeur card:

- total or partial destruction suffered by the equipment during its use and during transport (demonstrated accident relative to traffic or to air, rail or maritime transport).
- the damage resulting from a fire.

A. DETERMINATION OF THE GUARANTEED AMOUNTS

The amount of the guarantee is a function of the value of the equipment purchased in the Vieux Campeur shops, but without being able to exceed the amount **indicated in the Table of Guarantee Amounts** per event and / or per insurance year.

In case of total destruction due to damage covered by the present Contact, the insurer will indemnify, in the form of an exchange upon valid for 6 months, on the following basis:

- 1st year: replacement value of the same equipment with a maximum indicated in the **Table of Guarantee Amounts**,
- 2nd year: replacing value with application of a deductible of 10% and with a maximum indicated in the **Table of Guarantee Amounts**.

B. PARTICULAR EXCLUSIONS RELATIVE TO EQUIPMENT DAMAGE

The following are not covered:

- thefts of any equipment,
- any equipment in the Insured’s Domicile.

2. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy and appearing in the paragraph “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE POLICY?” from the section “FRAMEWORK OF THE POLICY”, the following are excluded:

- the theft of items left unattended in a public place or stored in a place made available to several persons,
- destruction of equipment contained in the vehicle and its trunk,
- forgotten, lost (except by a transport company) or exchanged items,
- theft without break-in, duly observed and written up by an authority (police, state police, transport company, purser, etc.),
- thefts committed by your staff in exercising their functions,
- accidental damage due to the flow of liquids, oily, colorant or corrosive materials contained in your baggage,
- the confiscation of property by the authorities (customs, police),
- damage caused by mites and/or rodents as well as by cigarette burns or another source of non- incandescent heat,
- theft committed in a convertible car and/or break or other vehicle not having a trunk,
- collections, samples of sales representatives,
- broken fragile objects such as those made of porcelain, glass, ivory, pottery, marble,
- indirect losses such as depreciation and loss of enjoyment,
- damage resulting from an earthquake, volcanic eruption, tidal wave or other cataclysm, flood, unless the said events are declared by the authorities to be natural disasters (ministerial order for France),
- the consequences resulting from use not conforming to the manufacturer’s indications,
- the damage caused to the insured equipment during its repair, maintenance or reconditioning,
- the damage resulting from a shortcoming in the insured equipment or from its normal wear and tear,
- the damage resulting from your demonstrated negligence,
- the deterioration resulting from scraping, scratches, tears or spots,
- the thefts committed by an insured person or by the members of your family (ascendants, descendants, spouse),
- the damage due to smokers’ accidents,
- motorised land vehicles and their accessories, caravans and trailers,
- sailing or motorised pleasure craft, including jet ski,
- aircraft (including delta planes, hang gliders, gliders) whether homologated or not,

- the cases, boxes, bags, containers or covers containing sports equipment,
- mobil telephones,
- glasses (spectacles) (lenses and frame), contact lenses, prostheses and devices of all kinds,
- computer hardware.

3. WHAT AMOUNT DO WE COVER?

Amount indicated in the Table of Amounts of Guarantees constitutes the maximum reimbursement for all Claims occurring during the guarantee period.

A Deductible indicated in the Table of Amounts of Guarantees, shall be retained per Claim.

4. HOW IS YOUR INDEMNITY CALCULATED?

You will be indemnified based on the replacement value by objects that are equivalent and of the same nature, Wear and Depreciation deducted.

Under no circumstances shall the proportional rule stipulated in article L. 121-5 of the Insurance Code be applied.

5. WHAT ITEMS ARE TO BE PROVIDED IN CASE OF A CLAIM?

Your claim filing will have to be accompanied by forms concerning reservations expressed to the transporter (maritime, air, rail, road) when the sports equipment has been damaged while in the legal custody of the carrier, as well as the baggage registration ticket.

For the “equipment damage” guarantee, the Insured will have to send the following to the Insurer:

- a letter specifying the nature and the circumstances of the Claim, as well as the statements by witnesses,
- a numerical inventory of the damaged objects,
- the purchase invoice or cash desk ticket of the “Au Vieux Campeur” stores.

In case these documents are not presented, we will be within our rights to demand an indemnity from you equal to the resulting prejudice for us. The amounts insured may not be considered as proof of the value of the property for which you request indemnification, or as proof of the existence of this property.

You are required to justify, by any means within your power and by any document in your possession, the existence and value of this property at the time of the Claim, as well as the significance of the losses.

ASSISTANCE SERVICES

WHAT WE GUARANTEE

ASSISTANCE FOR PERSONS IN CASE OF ILLNESS OR OF INJURY DURING A TRIP

1. TRANSPORTATION/EVACUATION

If you fall ill or are injured during your trip, our doctors contact the local physician you consulted following the Illness or Accident.

The information we collect from the local physician and your doctor where required helps us instigate and organise subject to our doctors’ decision and only according to medical requirements:

- either your return Home,
- or your transportation under medical surveillance where required to an appropriate hospital service close to your Home,
- by light medical vehicle, ambulance, train (seat place in first class, first class berth or sleeper) or airline or flying ambulance.

Similarly, as a function solely of medical requirements and on the basis of a decision by our doctors, we may initiate and organise, in certain cases, preliminary transportation to a nearby care centre before considering returning to a facility close to your Home.

Only your medical condition and compliance with health regulations are taken into account to make the decision to transport you, the choice of means used for transportation and the hospitalisation location where required.

IMPORTANT

Accordingly, it is formally agreed that the final decision to be applied shall be taken by our doctors to avoid any conflict between medical authorities.

Furthermore, where you refuse to follow the decision deemed the most appropriate by our doctors, you release us of all liability, in particular in the event of you returning by your own means or should your medical condition deteriorate.

2. RETURN OF INSURED FAMILY MEMBERS OR OF ONE INSURED ACCOMPANYING PARTY

When you are evacuated through our good offices, subject to opinion by our Medical Department, we arrange transport for the insured members of your family or for one insured person travelling with you if possible to accompany you home.

Transportation is ensured:

- either with you,
- or individually.

We handle transportation of insured persons by first class train or economy class airline, as well as taxi costs on departure to enable them to travel from their travel location to the station or airport and upon arrival from the station/airport to the Domicile.

3. MEDICAL, PHARMACEUTICAL, SURGICAL AND HOSPITALISATION EXPENSES IN FRANCE

The Insurer covers the Insured for reimbursement for medical, pharmaceutical and hospitalisation expenses incurred in France, including the hospital package, required by a covered accident with a maximum indicated in the Table of Guarantee Amounts.
The guarantee will always apply as a complement to the indemnities for items of the same nature guaranteed by a social security or by any other collective welfare entity, including the friendly societies, or by an insurance contract similar to the present contract, without the Insured's being able to receive, altogether, an amount exceeding his or her actual out-of-pocket expenses, and subject to the legislative and regulatory provisions applicable in this domain.

Hence in the light of the foregoing, the Insurer will not intervene in case of a refusal by the Social Security system to pay expenses and/or for care.

4. SUPPLEMENTARY REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD ONLY)

To be eligible for reimbursement, you must have compulsory health insurance (Social Security) or another welfare organisation and upon returning to your country of Domicile or on site carry out all the formalities required to recover said expenses from the organisations concerned and send us the documentary proof stipulated below.

For the application of this service, it is stipulated that the term "France" applies to continental France, the Principality of Monaco and the DROM (Overseas Departments and Regions). Insureds domiciled in a DROM are therefore not considered to be travelling Abroad when travelling in continental France or the Principality of Monaco and inversely.

Before departing for a trip abroad, we advise you to acquire the forms for the type and duration of the trip, and for the country to which you are travelling (for the European Economic Zone and Switzerland, obtain the European Health Insurance Card). The various forms are issued by the Caisse Primaire d'Assurance Maladie of which you are a member and make it possible to ensure direct coverage of your medical fees by the fund in question in the event of Illness or Accident.

Nature of the medical expenses creating an entitlement to a complementary reimbursement:

Additional reimbursement covers the expenses defined below provided that they apply to treatment received Abroad, following an Illness or an injury occurring Abroad:

- medical fees,
- cost of medication prescribed by a doctor or surgeon,
- ambulance or taxi costs prescribed by a doctor for a local trip abroad,
- Hospitalisation costs when you are deemed unfit for travel by our doctors after collecting information from the local doctor. Supplementary reimbursement of said hospitalisation costs shall end on the day when we can transport you, even if you decide to remain on site,
- Dental emergency within the limits of the amount indicated in the **Table of Guarantee Amounts**.

Coverage amount and conditions:

We reimburse the amount of medical expenses incurred abroad to be met by you after reimbursement by the (French) Social Security, friendly society and/or any other welfare entity **to the extent of the amounts stated in the Table of Guarantee Amounts**.

A Deductible, the amount of which is stated in the Table of Guarantee Amounts, is applied in all cases per Insured and for the duration of the Contract.

You (or your beneficiaries) undertake accordingly to ensure upon returning to your country of Domicile or on site all the formalities required to recover the said expenses from the bodies concerned and to send us the following documents:

- original statements from welfare bodies and/or benefit scheme organisations supporting the secured reimbursements,
 - photocopies of prescriptions justifying the expenses incurred.
- We may not reimburse without them.

In case the Social Security System and / or the entities to which you make contributions do not pay the medical expenses incurred, we will reimburse you **to the extent of the maximum amounts indicated in the Table of Guarantee Amounts**, for the duration of the contract, as long as you provide us in advance with the original invoices relative to medical expenses and an attestation of non-handling emanating from the Social Security System, the friendly society and any other welfare entity.

ASSISTANCE IN THE EVENT OF DEATH AT THE TIME OF A GUARANTEED ACTIVITY

1. TRANSPORTATION OF THE MORTAL REMAINS AND CASKET COSTS IN THE EVENT OF THE INSURED'S DEATH

Should the Insured die during the trip, we organise and meet the cost of transportation of the mortal remains to the location of the funeral service in the country of Domicile.

We also meet all costs required for preparation care and specific arrangements for transportation only, excluding all other expenses.

Furthermore, we participate in casket / urn costs which the family obtained from the funeral service provider of its choosing **to the extent of the amount stated in the Table of Guarantee Amounts**, and upon presentation of the original invoice.

Other costs (in particular those for the ceremony, local procession and burial) must be met by the family.

However, in case of a death in France or in the principalities of Monaco and of Andorra, only the expenses for shipping the body will be reimbursed, to the exclusion of any others.

EXPENSES RELATIVE TO SEARCH, RESCUE AND EVACUATION

The Insurer covers, to the extent of the amount **indicated in the Table of Guarantee Amounts**, handling of or reimbursement for the operations carried out by rescue entities, police, gendarmerie and similar entities, alerted specially for the purpose of looking for or rescuing the Insured, in a place lacking means other than the ones that might be applied by specialised rescue workers.

The expenses for the evacuation of the accident victims to the closest place offering hospital care (hospital, clinic) may be incurred:

- either by rescue entities,
 - or, in extreme cases, by the accident victim himself, and/or the person who has assisted him.
- In particular, this coverage includes the transportation expenses:
- on one hand, from the place of the Accident to the nearest facility offering hospital care,
 - on the other hand, from the place offering hospital care to the place at which the Insured was staying before his Accident.

Depending on the distance, in accordance with the applicable Social Security rate, and as a complement to the payment made by any mandatory welfare regime

The guarantee does not apply:

- **to the operations triggering of which is not justified by an accident, search, the need for medical evacuation or required in the interest of safety of persons,**
- **to the benefit of persons whose activity having given rise to the operation is carried on for profit-making purposes.**

The expenses relative to search, rescue and evacuation that do not result from an accident or the actual endangerment of the Insured's life will not give rise to any reimbursement.

WHAT WE EXCLUDE

We cannot under any circumstances replace local emergency services.

In addition to the general exclusions applicable to the policy stated in the section entitled "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE POLICY?" in the chapter entitled "POLICY FRAMEWORK", the following are excluded and/or shall not be covered:

- **the consequences of exposure to infectious biological agents intentionally or accidentally released, exposure to combat gas type chemical agents, incapacitating agents, neurotoxic agents or agents with residual neurotoxic effects,**
- **the consequences of deliberate acts by you or the consequences of damage, suicide attempts or suicide,**
- **health conditions and/or illness and/or injuries which existed before and were diagnosed and/or treated requiring continuous hospitalisation, day or out-patient hospitalisation within the six months prior to any request. This applies equally to the presentation or deterioration of the said condition,**
- **expenses incurred without our approval or not formally stipulated in these General Provisions of the Policy,**
- **expenses not supported by documentary proof,**
- **claims occurring in countries excluded from the contract guarantee or outside the validity dates of the guarantee and in particular beyond the duration of the trip scheduled abroad,**
- **consequences of incidents occurring during tests, races or motorised competitions (or their trials) subject according to current regulations to prior authorisation from the local authorities when you are a participating competitor or during circuit trails subject to prior authorisation from the local authorities even if you use your own vehicle,**

- trips undertaken for a diagnostic and/or treatment purpose or for cosmetic surgery, their consequences and the resulting expenses,
- organisation and coverage of transport stipulated in the paragraph entitled “TRANSPORTATION / EVACUATION” for benign medical issues which can be treated locally and do not prevent you from continuing your trip,
- requests for assistance relating to medically assisted procreation or voluntary termination of pregnancy, their consequences and the resulting expenses,
- requests concerning procreation or gestation for a third party, their consequences and the resulting expenses,
- medical appliances and prostheses (dental, hearing, medical),
- spa cures, their consequences and the resulting expenses,
- medical expenses incurred in your country of Domicile,
- scheduled hospitalisations, their consequences and the resulting expenses,
- optical expenses (spectacles and contact lenses, for example),
- vaccinations and vaccination costs,
- medical check-ups, their consequences and related expenses,
- intervention of a cosmetic nature as well as their consequences and resulting expenses,
- stays in a rest home, their consequences and the resulting expenses,
- physiotherapy, physical education, chiro practice, their consequences and resulting expenses,
- medical or para-medical services and the purchase of products whose treatment properties are not recognised by French legislation and related expenses,
- health check-ups concerning a preventive test, regular treatment or analyses, their consequences and related expenses,
- organisation of search and rescue operations for persons,
- expenses relating to excess luggage weight when travelling by airplane and luggage forwarding expenses when they cannot be taken with you,
- trip cancellation costs,
- restaurant costs,
- customs duties.

EXTENSION OF THE ASSISTANCE GUARANTEES EXCLUDING SPORTS ACTIVITIES
If this extension is mentioned on the back of your membership card, the services relative to “ASSITANCE” and “EXPENSES FOR SEARCH, RESCUE AND EVACUATION”, “ADDITIONAL REIMBURSEMENT FOR MEDICAL EXPENSES AND HOSPITALISATION” and “REIMBURSEMENT FOR SERVICES UNUSED FOLLOWING AN ACCIDENT” will also be applicable to you outside sports activities.

POLICY FRAMEWORK

This policy is governed by French law.

1. ENTRY INTO EFFECT AND TERM

The guarantees subscribed to by the Insured parties become effective on the day of issue indicated either in the card, or opposite the vignettes corresponding to the amount of purchases, and are valid for 12 months beginning with the date of issue. They may not in any case be renewed automatically. The assistance services and insurance guarantees under the contract apply worldwide during any travel abroad not exceeding 90 consecutive days, saving a specific extension of duration.

2. RENONCIATION EN CAS DE MULTIASSURANCE

Pursuant to article L112-10 of the Insurance Code, an Insured concluding, for non-professional purposes, an insurance contract, if he demonstrates the existence of prior coverage for one of the risks covered by the said new contract, may waive the said new contract, without any expense or penalties, as long as it has not been executed in toto or the Insured does not call on any guarantee, and within the limits of a period of 14 calendar days beginning with the time of conclusion of the new contract.
This waiver is to be served via the post sent to the following address:
A.I.A.C. - 14, rue de Clichy - 75009 Paris.
The Insurer will make reimbursement for the amount of the premium paid by the Insured within a period of 30 days beginning with the date of exercise of the waiver right, unless a claim involving the contract guarantee as occurs during the waiver period. The declaration form constitutes Appendix 1 to the present Contract.

3. HOW IS PROPERTY DAMAGE COVERED BY THE INSURANCE GUARANTEES ASSESSED?

If damage cannot be established for each instance, it is assessed by means of an out-of-court and mandatory assessment subject to our respective rights.
Each of us appoints an expert. If the experts fail to agree among themselves, they designate a third and all three work together on a majority vote basis.
Should one of us fail to appoint an expert or should the two experts fail to agree on a third, the appointment is ordered by the presiding magistrate of the Tribunal de Grande Instance with jurisdiction over the location of the Claim. The appointment is made by means of a simple request signed by at least one of us. The party not signing is convened to the assessment by a registered letter.
Each party pays the costs and fees of his own expert and, where applicable, half of those of the third expert.

4. HOW LONG DOES IT TAKE TO BE COMPENSATED?

Settlement occurs within 5 days of the approval between us or the court ruling.

5. WHAT ARE THE LIMITS IN THE EVENT OF ACTS OF GOD OR OTHER SIMILAR EVENTS?

We cannot under any circumstances replace local emergency services.
We cannot be held liable for omissions in the fulfilment of services, nor for delays in the implementation of services arising from acts of God or events such as:

- Civil or foreign wars, acknowledged political unrest, civil disturbance, riots, acts of terrorism, reprisals,
- Recommendations by the W.H.O. or national or international authorities or restrictions on the freedom of circulation of goods and persons, irrespective of the cause, in particular medical, security or meteorological, limitation or prohibition of air traffic,
- Strikes, explosions, natural catastrophes, disintegration of the atomic core or any radiation from an energy source of a radioactive nature,
- Delays and/or impossibility of obtaining administrative documents such as exit and entry visas, passports, etc., as required for travel within or outside the country where you are located or upon arrival in the country as recommended by our doctors for hospitalisation,
- Use of local public services or intervening parties which we are required to assist as per local and/or international regulations,
- The non-existence or unavailability of appropriate technical or human resources for transportation (including refusal to intervene).

6. EXCEPTIONAL CIRCUMSTANCES

Transporters of persons (including in particular airline companies) may apply restrictions until the start of transportation for persons with specific conditions or pregnant women. These can be modified without prior notification (for example, for airline companies, a medical certificate or examination, etc.).
This means that evacuation of said persons may be ensured only subject to the absence of refusal by the carrier and, of course, of a medical opinion advising against transportation (as stipulated and according to the conditions stated in section entitled “TRANSPORTATION / EVACUATION”) in light of the Insured’s health or of the foetus.

7. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE POLICY?

The general exclusions in the policy are exclusions applicable to all assistance services and insurance guarantees stipulated in these General Provisions. The following are excluded:

- civil or foreign wars, riots, civil disturbance,
- voluntary participation by an Insured in riots or strikes, disputes or assaults,
- the consequences of disintegration of the atomic core or any radiation from an energy source of a radioactive nature,

- **subject to exemption, an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm except within the framework of provisions arising from French law No. 82-600 dated 13 July 1982 concerning the compensation for victims of natural catastrophes (for insurance guarantees),**
- **the consequences of usage of medication, drugs, narcotics and similar products not medically prescribed and excessive alcoholic consumption,**
- **all deliberate acts by you which may trigger the policy guarantee.**

8. SUBROGATION

After incurring expenses for our assistance guarantees and/or assistance services, with the exception of the amount paid in connection with the guarantee covering “INDIVIDUAL TRAVEL ACCIDENT”, we are subrogated in rights and actions which you might instigate against third parties liable for the Claim as stipulated in article L 121-12 of the French Insurance Code. Our subrogation is limited to the amount we have committed to implement this Policy.

9. WHAT IS THE LIMITATION PERIOD?

Article L 114-1 of the Insurance Code:

Any legal proceedings resulting from an insurance contract lapse two years following the event having giving rise thereto. However, this time frame applies:

- 1** - In the event of an untruthful declaration, omission, fraudulent declaration, an inaccurate one concerning the risk incurred, only from the date at which EUROP ASSISTANCE has been apprised.
- 2** - In the event of a Claim, only from the date at which the interested parties are apprised if they can prove they were unaware of such until then. When the action filed by the insured against the insurer is based on recourse by a third party, the time limit begins to run only as of the day on which the said third party filed a law suit against the Insured or was indemnified by the latter.

Article L 114-2 of the Insurance Code:

The running of the statute of limitations is interrupted by one of the ordinary causes of interruption and by the designation of experts following a loss. The interruption of the statute of limitations applying to the action may also result from dispatch of a registered letter with receipt addressed by the Insurer to the Insured as concerns action for payment of the premium, and by the Insured to the Insurer with respect to settlement of the indemnity.

Article L 114-3 of the Insurance Code:

As a departure from article 2254 of the Civil Code, the parties to the insurance contract may not, even by joint agreement, modify the duration of the statute of limitations or add to the grounds and suspension or interruption of that period.

The ordinary reasons for interruption of the running of the statute of limitations are defined in articles 2240 to 2246 of the Civil Code: acknowledgement by the debtor of the right covered by the running of the statute of limitations (article 2240 of the Civil Code), application to the Courts (articles 2241 to 2243 of the Civil Code), and act of forced execution (articles 2244 to 2246 of the Civil Code).

10. COMPLAINTS

EUROP ASSISTANCE elects domicile at the address of its registered office.

In case of a complaint or of a dispute, you may contact EUROP ASSISTANCE’s Customer Relations Department, 1 promenade de la Bonnette, 92633 Gennevilliers cedex.

If the handling period is to exceed 10 business days, an interim letter will be sent to you within the said period. A written response to the complaint will be transmitted within a maximum of 2 months beginning with the date on which the initial complaint was received.

11. SUPERVISORY AUTHORITY

The authority tasked with supervision is the Autorité de Contrôle Prudentiel et de Résolution - A.C.P.R. - 61, rue Taïtbout - 75436 Paris cedex 09.

12. PRIVACY AND ELECTRONIC DATA PROCESSING

All information collected by EUROP ASSISTANCE FRANCE - 1 promenade de la Bonnette - 92633 Gennevilliers cedex when taking out one of its services and/or implementing services is required for the fulfilment of the undertakings we make to you. Without answers to the requested information EUROP ASSISTANCE FRANCE cannot render the service you wish to take out.

The said information is restricted solely to EUROP ASSISTANCE FRANCE services tasked with your policy and may be forwarded solely for the purpose of rendering the service to service providers or partners of EUROP ASSISTANCE FRANCE.

EUROP ASSISTANCE FRANCE also reserves the possibility of using your personal details for quality or statistical study purposes.

EUROP ASSISTANCE FRANCE may disclose some of your data to partners implementing these assistance services and insurance guarantees.

You may exercise your right of access, modification, correction and deletion of your personal data by writing to: EUROP ASSISTANCE France, Service Remontées Clients, 1 promenade de la Bonnette - 92633 Gennevilliers cedex.

If for the purposes of implementing the request service a transfer of information concerning you is ensured outside the European Union, EUROP ASSISTANCE FRANCE shall take contractual measures with recipients to secure the transfer.

If you wish to be informed of other services offers and any other business information about the EUROP ASSISTANCE Group, please tick the appropriate box in the subscription form.

Furthermore, Insureds are informed that telephone conversations with EUROP ASSISTANCE FRANCE may be recorded for service quality and training purposes. Recordings are kept for two months. Insureds may decline to be recorded by stating their preference with the other party.

What should be done in the event of a claim?

In the event that assistance or hospitalisation is required, immediately contact:

EUROP ASSISTANCE 24 hours a day, seven days a week

- **by telephone:**

- **from France:** 01 41 85 90 39,
- **from outside France:** +33 41 85 90 39.

- **by fax:**

- **from France:** 01 41 85 85 71,
- **from outside France:** +33 41 85 85 71.

You will be asked for the following :

- **your policy number:** 63 101 636 B,
- **your current location:** country, town, area,
- **a telephone number** where we can reach you,
- **The type of assistance you require.**

Immediately write down the **assistance file number** given to you. Use it in all subsequent relations with EUROP ASSISTANCE.

Important notice

- **Only services organised by** (or with the approval of) EUROP ASSISTANCE are covered by the insurer. You must call EUROP ASSISTANCE before any intervention.
- **For other «INSURANCE» GUARANTEES** (civil liability during the covered activities, accident individual, legal defence and recourse, interruption of sports and of leisure-time activities, accidental damage to sports equipment) you must contact our Compensation Department and declare your loss event joining the supporting documents within 5 worked days, following the date of trip end.

You can contact A.I.A.C. courtage:

By registered letter with acknowledgement of receipt
at the following address:

A.I.A.C. courtage
14, rue de Clichy - 75009 Paris



14, rue de Clichy - 75009 Paris - Tel.: +33 (0) 1 44 53 28 53

Insurance Brokerage Company

Public limited company with an Executive Board and a Supervisory Committee with share capital of €300,000

SIREN 784 199 291 RCS PARIS

ORIAS No. 07 005 935 - Website: www.orias.fr

Financial Coverage and Civil Liability Insurance in accordance with articles L 530-1 and L 530-2 of the French Insurance Code



Europ Assistance

A French public limited company (société anonyme) with capital of €35,402,786

Company governed by the French Insurance Code - Nanterre Companies Register 451 366 405: 1 Promenade de la Bonnette - 92230 Gennevilliers
www.europ-assistance.fr

* Vous vivez, nous veillons