

MULTIRISK

Insurance and assistance general terms and conditions

Contrat n° 63 101 536 B

Single's Club Card
Couple's Club Card
Family Club Card

- Insurance
- Assistance



Information and Management:

aiac
COURTAGE

14, rue de Clichy - 75009 Paris



WHAT TO DO IF YOU REQUIRE ASSISTANCE, HAVE BEEN ADMITTED TO HOSPITAL, HAVE INCURRED MEDICAL FEES OR SEARCH AND RESCUE OR EVACUATION COSTS

CONTACT EUROP ASSISTANCE IMMEDIATELY 24*7

- by phone:
 - from France: 01 41 85 90 39,
 - from outside France: +33 1 41 85 90 39.
- by email: service-medical@europ-assistance.fr

You will be asked for:

- your contract number: 63 101 536 B,
- your location: country, town or city, location,
- the phone number you can be contacted at,
- the type of assistance you require.

Immediately note down the assistance file n° you are given. It will be needed for all further relations with EUROP ASSISTANCE.

For medical cost refunds only

You should send your request to the following email address:
indemnisationfmx@europ-assistance.fr

Warning!

Only services organised by (or agreed by) EUROP ASSISTANCE are covered by the insurer. You must call EUROP ASSISTANCE before any interventions.

WHAT TO DO IN THE EVENT OF A CLAIM UNDER THE SPORTS & LEISURE INSURANCE COVER

Warning!

For all “INSURANCE” claims (CIVIL LIABILITY, PERSONAL TRAVEL ACCIDENT, LEGAL PROTECTION, INTERRUPTION OF SPORTS ACTIVITIES FOLLOWING AN ACCIDENT, DAMAGE TO EQUIPMENT), you must notify A.I.A.C. Courtage and declare your claim along with the supporting documents within the 5 business days following the end of your trip:

- By registered letter with acknowledgement of receipt to the following address:

A.I.A.C. Courtage
14, rue de Clichy - 75009 Paris
- By phone: 01 71 39 88 41
- By email: auvieuxcampeur@aiaac.fr

ASSISTANCE SERVICE TABLE

ASSISTANCE SERVICES	Max. amount including VAT* /person
PERSONAL ASSISTANCE IN THE EVENT OF AN ILLNESS OR AN ACCIDENT <ul style="list-style-type: none"> Transport/repatriation Return of the policy holder’s insured family members or of an accompanying policy holder 	Actual costs Return ticket + taxi fare ⁽¹⁾
MEDICAL COSTS <ul style="list-style-type: none"> Remboursement complémentaire des frais médicaux et d’hospitalisation : <ul style="list-style-type: none"> In France In a foreign country Dental care refund 	€ 1,500 (<i>absolute excess € 30</i>) € 30,000 (<i>absolute excess € 30</i>) € 80
ASSISTANCE IN THE EVENT OF DEATHS <ul style="list-style-type: none"> Corpse transport Casket or urn costs 	Actual costs € 1,000
SEARCH, RESCUE AND EVACUATION COSTS	€ 11,400

* Rate as defined by applicable legislation.
⁽¹⁾ In economy class by plane or 1st class by train.

INSURANCE COVER TABLE

INSURANCE COVER	Max. amount including VAT* /person
CIVIL LIABILITY DURING COVERED ACTIVITIES Overall cover cap <ul style="list-style-type: none"> including physical injury including damage to property and resulting intangible damage <i>Total excess</i>	€ 6,100,000/claim and per insurance year € 4,600,000/event (<i>no excess</i>) € 80,000/event € 30
PERSONAL ACCIDENT <ul style="list-style-type: none"> Death Permanent total or partial disability 	€ 7,500 15 % relative excess
LEGAL PROTECTION	€ 3,000/proceeding See sub-limits (table on page12)
SPORTS & LEISURE COVER	Max. amount including VAT* /person
INTERRUPTION OF SPORTS ACTIVITIES RESULTING FROM AN ACCIDENT <ul style="list-style-type: none"> Refund of unused services Refund of ski passes and ski courses or lessons (in excess of 5 days) 	€ 300
DAMAGE TO EQUIPMENT Compensation in the form of an exchange voucher	€ 3,000 max. per year or per event

* Rate as defined by applicable legislation.

DATE OF EFFECT AND DURATION OF THE SERVICES AND COVER

SERVICES AND COVER	DATE OF EFFECT	EXPIRY OF COVER
INSURANCE COVER AND ASSISTANCE SERVICES	On the date the card is purchased.	On the date of return from the trip. CAUTION, in all cases, our coverage will cease automatically 90 days after the departure date.

INSURANCE AND ASSISTANCE GENERALITIES

1. PURPOSE OF THE CONTRACT

The purpose of these general terms and conditions for insurance and assistance contract n°63 101 536 B between EUROP ASSISTANCE, a company governed by the French Insurance Code, and AU VIEUX CAMPEUR, the Subscriber, is to provide the Assistance services and Insurance cover supplied by EUROP ASSISTANCE to the holders of the AU VIEUX CAMPEUR card in the event of an accident during covered sports or leisure activities. The General Terms and Conditions indicate the rights and duties of EUROP ASSISTANCE, the Subscriber and the Policy Holders as defined below. This contract is governed by the French Insurance Code.

These General Terms and Conditions are applicable to subscriptions made or renewed as from 01/03/2019 and until a new agreement is published.

2. DEFINITIONS

In these General Terms and Conditions, the following words, whether in singular or plural form, if their first letter is a capital letter, have the following definition:

• ACCIDENT (PERSONAL)

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

Are also considered to be an Accident under the “PERSONAL ACCIDENT” cover only:

- altitude sickness (acute cerebral oedema, or high altitude acute pulmonary oedema),
- the death of a Policy holder suffering from a collapse during a sports activity or its immediate aftermath.

As well as, when the Policy holder’s condition requires immediate and imperative admission to hospital:

- the consequences of asphyxia, drowning or hydrocution,
- intoxication, poisoning or burns caused by gases, vapours or venomous or corrosive substances or by tainted food, whether taken in error or following the action of a third party,
- asphyxia by immersion or by the release of gas or vapour,
- snake bites, cases of rabies or anthrax resulting from animal bites or stings,
- aggression of the insured person,
- physical injuries caused by burns, electrocution, lightning strikes,
- infectious stings and their consequences,
- accidentally caused tears, hernias, ruptured muscles, tendons or ligaments, lumbago,
- accidental injuries occurring during flooding, storms, cyclones, hurricanes, avalanches, earthquakes and natural disasters,
- accidental congestion,
- sun stroke, oedema, freezing, ophthalmia or blindness.

• POLICY HOLDER

Are considered to be Policy holders, the subscribers to the “group” contract subscribed by “Au Vieux Campeur” on behalf of the “Au Vieux Campeur” card holders (Single’s Club Card, Couple’s Club Card, Family Club Card).

These persons must have their Residence in European Union countries, the United Kingdom, Switzerland, the DROMs, New Caledonia or French Polynesia.

In these General Terms and Conditions, Policy holders are also referred to by the term “you”.

• INSURER/ASSISTANCE PROVIDER

Insurance cover and assistance services are provided by and arranged by EUROP ASSISTANCE, a business regulated by the French Insurance Code, a limited company with share capital of € 46,926,941, registered under no. 451 366 405 in the Nanterre Trade & Companies Register, the registered office of which is located at 1, promenade de la Bonnette, 92230 Gennevilliers, France.

• TERRORIST ATTACK

Terrorist attack means any violent, criminal or illegal act committed against people and/or property in the country in which you are travelling, the purpose of which is to seriously threaten public order through intimidation and terror, and which is the subject of media coverage.

This Terrorist attack must be classified as such by the French Ministry for Europe and Foreign Affairs.

• BENEFICIARY

The person or persons named by the Policy Holder, or, failing this, their heirs.

• CONFLICT OF INTEREST

A situation in which the Insurer must defend both the interests of the Policy holder and those of third parties at the same time.

• CONSOLIDATION

The moment from which the condition of the injured or sick person is considered to be permanent and presumed final.

• FORFEITURE

Sanction consisting in depriving the Policy holder of their cover in cases where they do not fulfil their duties.

• RESIDENCE OR HOME

The Policy holder’s and beneficiary’s main and usual place of residence, declared as such on their income tax returns is considered to be the Residence. It is located in European Union countries, the United Kingdom, Switzerland, the DROM (French overseas departments and regions), New Caledonia or French Polynesia.

• DROM

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

• PHYSICAL INJURY

All physical injury suffered by a natural person.

• RESULTING INTANGIBLE DAMAGE

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

• DAMAGE TO PROPERTY

Any damage to or destruction of an object or substance, or any physical injury to an animal.

• FOREIGN COUNTRY

The term Foreign country covers the whole world except the Policy holder’s country of Residence and the excluded countries.

• EVENT

Any and all situations provided for in these General Provisions which gives rise to a request for action to be taken by the Insurer.

• MAJOR EVENT AT THE DESTINATION

For the purposes of these General Terms and Conditions, 3 causes may result in a Major event:

- major climatic events that fulfil all the following conditions: climatic events such as flooding caused by a river bursting its banks, flooding from run-off water, flooding and mechanical shocks caused by the action of waves, sea flooding, mud slides and lava flows, tidal waves, earthquakes, volcanic eruptions, cyclones and abnormally intense storms that, if they occur in France, are the subject of a Natural Disaster order or, if they occur in a Foreign country, cause severe material damage and/or human loss of life and injury,
- major political events of which the intensity and duration either result in serious disruption to public order within a State, or armed conflicts between several States or within a same State between armed groups. These are the areas or countries for which the French Ministry of foreign and European affairs has issued a formal travel warning.

• FRANCE

France means Continental France and Monaco.

• TOTAL EXCESS

The remaining part of the costs you must pay.

• RELATIVE EXCESS

- When the Claim amount is less than the Excess, no compensation from the Insurer is due.
- When the Claim amount is higher than the Excess, the Insurer pays the entire Claim with deducting any Excess.

• HOSPITALISATION

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

• IMMOBILISATION

Physical (total or partial) incapacity to travel confirmed by a doctor following an Illness or an Accident and requiring rest on site. It must be supported by a medical certificate or, depending on the Policy holder in question, by a detailed sick leave certificate.

• COMPENSATION

The amount paid by the Insurer under the terms of this contract.

• DISPUTE

A conflictual situation caused by a damaging action or an illegal act between the Policy holder and a third party leading to a claim for a contested right, to resisting a claim or defending oneself before any courts.

• ILLNESS

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

• SERIOUS ILLNESS

A pathological condition diagnosed by a qualified medical doctor that strictly prevents leaving the Residence and requiring medical care and the complete halt to all professional activity.

• FAMILY MEMBER

A Family member is defined as the spouse, civil partner, or an unequivocal partner who lives under the same roof as the Beneficiary.

• CLAIM

A Claim is any fortuitous event that results in the coverage under this contract being triggered.

• SUBSCRIBER

AU VIEUX CAMPEUR, SAS with an equity capital of € 1,500,000, with its registered office at 48, rue des Écoles - 75005 PARIS (e-mail: infos@auvieuxcampeur.fr - Phone: 01 69 81 47 47) - RCS PARIS B 622 012 540 - European VAT number: FR 35 622 012 540, which has subscribed this contract on behalf of other Beneficiaries, hereinafter referred to as Policy Holders.

3. WHAT TYPES OF ACTIVITY ARE COVERED?

• COVERED ACTIVITIES

The cover is acquired during the private practise of the activities listed below, to the exclusion of any others: badminton, boomerang, camping, canoeing, canyoning, kite flying, underwater hunting, running, hill climbing, golf, climbing, gyropode, self-balancing unicycle, hoverboard, kayak, sledge riding, swimming, hang gliding (covered by a specific extension, in which case the CIVIL LIABILITY and PERSONAL TRAVEL ACCIDENT insurance cover remains excluded), fishing, wind surfing, scuba diving and apnea diving, rafting, pedestrian and aquatic hiking, snow shoes, roller skating, running, roller skating, alpine skiing, water skiing, cross country skiing, skate-boarding, snowboarding, speleology, squash, water surfing, telemarking, tennis, electric scooter, rock climbing, via ferrata and all types of cycling.

• COVER PERIOD

The cover comes into effect on the issue date indicated either on the card (Single's Club Card, Couple's Club Card, Family Club Card), or opposite the options selected when the card was purchased, and is valid for 12 months from the issue date and cannot, under any circumstances be automatically renewed. The assistance services and insurance cover provided under the contract apply in the whole world, **except in the Himalayan regions and the Andes Cordillera at altitudes of more than 2,000 metres**, during any travel to a Foreign country not in excess of 90 consecutive days.

4. WHAT IS THE CONTRACT’S GEOGRAPHICAL COVER?

The insurance cover and assistance services apply worldwide, **except in the Himalayan regions, the Andes Cordillera at altitudes of more than 2,000 metres and in countries or regions for which the French Ministry for Europe and Foreign Affairs has issued a travel warning** (<https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/>).

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

INTERNATIONAL SANCTIONS: EUROP ASSISTANCE will not provide cover nor pay a claim nor provide any benefit or a service described in the policy if this would expose the insurer to any sanction, prohibition or restriction, as defined by the United Nations and/or France and/or the European Union and/or the United Kingdom and/or the United States of America. For further details please visit: <https://www.europassistance.com/en/who-we-are/international-regulatory-information>

The insurance provides a cover in the countries included in the Travel booked with the Travel Organizer except the following countries and territories: Belarus, North Korea, Crimea, Iran, Syria and Venezuela.

In case the Beneficiary is a United States person and is travelling to Cuba, he/she will have to provide evidence that he/she travelled to Cuba in compliance with United States laws for us to be able to provide a service or a payment. U.S. nationals are deemed to include any person, wherever located, who is a U.S. citizen or ordinarily resident in the United States (including Green Card holders) and any corporation, partnership, association or other organization, whether incorporated or carrying on business in the United States that is owned or controlled by such persons.

To obtain information before your departure, please contact our points of sale or our Customer Relations Department at +33 1 41 85 85 41.

5. HOW DO YOU USE OUR SERVICES?

A. IF YOU NEED ASSISTANCE

In an emergency it is imperative to contact primary local emergency services for all problems under their remit.

In all cases, our intervention cannot be a substitute for the intervention of local public services, or of any organisation we would have a duty to call upon under local and/or international regulations. In order to make it possible for us to take action: we recommend you prepare your call.

We will ask you for the following information:

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

You must imperatively:

- call us at the following phone number without delay: 01 41 85 90 39 (from a Foreign country +33 1 41 85 90 39), fax: 01 41 85 85 71 (+33 1 41 85 85 71 from a Foreign country).
- **you must obtain our prior approval before taking any initiatives or committing to any expenditure,**
- you must comply with the solutions we recommend,
- you must provide us with all the elements relating to the subscribed contract,
- supply all supporting documents for the expenditure for which you are claiming the refund.

Any expense incurred without our agreement shall not give rise to any refund or retrospective repayment.

B. WHAT ARE THE CONDITIONS FOR THE COVERAGE AND SERVICES TO APPLY?

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

We will take action on the strict condition that the Event concerned by the service was uncertain at the time of subscription and on the departure date and time.

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

If EUROP ASSISTANCE is led to initiating an intervention because there are no verifying elements available, or because insufficient or incorrect elements have been provided relative to the information that must be given to EUROP ASSISTANCE, the cost of the intervention initiated by EUROP ASSISTANCE will be invoiced to the Subscriber and payable on receipt. If the Subscriber wishes, they can recover the amount from the person who requested the assistance if this person is not the Policy holder.

C. YOU WISH TO MAKE A CLAIM COVERED BY THE INSURANCE COVER:

Within 5 business days from the moment you become aware of the Claim, you or any other person acting on your behalf, must declare your claim to the following address:

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

If you do not meet these deadlines, you will lose the benefit of your contractual cover for this Claim if we can prove that the delay caused us a prejudice.

D. YOU WISH TO DECLARE MEDICAL COSTS:

For a refund of medical costs covered by the Contract, you must send your request to the following email address:

indemnisationfmx@europ-assistance.fr

E. MULTIPLE COVERAGE

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

F. FALSE DECLARATIONS

- **When they change the subject of the risk or reduce the Insurer’s opinion of the risk: any non-disclosure or intentionally false declarations made by you void the contract. The premiums paid remain in our possession and we will be entitled to demand the payment of all due premiums as defined by article L 113-8 of the French Insurance Code,**
- **any omission or inaccurate declaration by you of which the bad faith cannot be proven will lead to the contract being terminated 10 days after notice sent to you by registered letter and/or the application of a reduction in compensation in compliance with article L 113-9 of the French Insurance Code.**

G. CANCELLATION OF COVERAGE AND ASSISTANCE DUE TO FRAUDULENT STATEMENTS

In the event of a Claim or a request for assistance under assistance and/or insurance coverage (as defined in these General terms and conditions), if you knowingly use incorrect documents as elements of proof or use fraudulent practices or make false statements or withhold information (in particular concerning the date, type, causes, circumstances or consequences of the Claim), you will forfeit all entitlement to the assistance services and insurance coverage defined in these General terms and conditions for which these statements are required.

6. WHAT SHOULD YOU DO WITH YOUR TRAVEL TICKETS?

When transport is organised and paid for under the terms of the contract, you undertake either to reserve us the right to use the transport ticket(s) you hold, or to refund us the amounts you are refunded by the organisation that issued your transport ticket(s).

GENERAL INSURANCE TERMS AND CONDITIONS

CIVIL LIABILITY DURING COVERED ACTIVITIES

1. WHAT WE COVER

The financial consequences you may suffer following an amiable or legal claim against you by the third party due to any Physical injury or damage to property caused to them by an Accident that occurred during covered activities **within the limits of the amounts indicated in the Table of Coverage Amounts.**

The coverage applies under the following conditions:

- when you have caused physical injury and/or damage to the property of a third party for which you are civilly liable through a claim,
- and when the damaging event occurred between the initial date of effect of the cover and its termination or expiry date, whatever the dates of the other elements composing the Claim.

2. WHAT WE EXCLUDE

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

- **damage that you have caused intentionally as a physical person or as a legal or de facto director of a company if you are a legal entity,**
- **damage resulting from the use of motor vehicles, or all aircraft, sea or river craft, or from the practise of air sports,**
- **damage occurring to any motorised land vehicle or to any air, river or sea craft,**
- **damage resulting from hunting,**
- **damage resulting from any professional activity,**
- **the consequences of any property claim or injury claim suffered by you, your spouse, your ascendants or descendants,**
- **intangible damage except when it is the consequence of covered property damage or physical injuries, in which case the cover is as shown within the limit indicated in the Table of Coverage Amounts,**
- **all measures taken at your own initiative without our prior agreement,**
- **accidents resulting from the practise of the following sports: bob-sleigh, skeleton, competitive sledge riding, all aerial sports, as well as those resulting from the participation in or training for matches or competitions.**

3. TRANSACTION – ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability or transaction accepted by you without our agreement can be held against us. However, the acceptance of the existence of facts is not considered to be an acknowledgement of liability, neither is the fact of having provided a victim urgent assistance when the assistance is an act that any person has the right to perform.

4. LEGAL ACTION

If legal action is taken against you, we will provide your defence and will direct the proceedings for the facts and damage within the scope of the cover provided by this contract.

However, you can associate yourself to our proceedings if you can prove a specific interest that is not covered by this contract.

The fact of providing your defence as a protective measure cannot be construed as a recognition of the cover and does not in any way imply that we accept to pay the damages that are not covered by this contract.

In this case, we nevertheless reserve the right to take proceedings against you to recover all the amounts we may have paid or put aside on your behalf.

5. PROCEEDINGS

In the matter of types of proceedings:

- before civil, commercial or administrative jurisdictions, we are free to exercise it in the context of the coverage provided by this contract,
- before criminal jurisdictions, proceedings can only be initiated with your permission,
- if the dispute only concerns civil interests, your refusal to give permission for the envisaged proceedings gives us the right to claim compensation from you equivalent to our resulting prejudice.

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

6. UNOPPOSABLE FORFEITURE

Even if you fail in your duties after a Claim, we have a duty to compensate the persons you are liable to. In this case, we nevertheless reserve the right to take proceedings against you to recover all the amounts we may have paid or put aside on your behalf.

CIVIL LIABILITY DURING COVERED ACTIVITIES

1. WHAT WE COVER

We cover the payment of the compensation **indicated in the Table of Coverage Amounts** in the event of Accidental physical injury suffered by the Policy holder during covered activities **excluding the different trips required to practise the covered activity.**

The cover defined below:

- only applies to Accidents that occur in the context of the practise of the covered activities,
- is legally suspended for Policy holders during military periods that exceed one month and during mobilisation periods,
- legally cease when the Policy holder reaches the age of 75.

2. HOW MUCH IS THE COMPENSATION?

Our cover is **for the amount indicated in the Table of Coverage Amounts** in the following cases:

A. DEATH

The Insurer will pay the Policy holder's beneficiary **the lump sum indicated in the Table of Coverage Amounts.** If there are several beneficiaries, all payments to be made following the death of the Policy holder are indivisible for the Insurer who pays the interested parties in exchange for a collective receipt. The insured capital is due, not only when the death is immediate, but also when it is the indisputable result of the Accident and occurs within 12 months of its date. In the case of the disappearance of an insured party under circumstances that lead to suppose that only an Accident could have occurred, the lump sum for cases of death is paid to the Policy holder, unless agreement is reached with the Insurer more quickly, as soon as the court ruling declaring the death is given, in compliance with articles 80 and following of the French Civil Code.

B. TOTAL PERMANENT DISABILITY

The Insurer covers the payment to the Policy holder **of Compensation of which the amount is indicated in the Table of Coverage Amounts.** In the event of permanent partial disability, the Compensation will be reduced proportionally to the Common Law scale.

If the Accident results in permanent disability, the lump sum due to the Policy holder is paid in full during the month following the Consolidation of the injury. Lesions that do not feature on the Medical Scale are compensated proportionally to their seriousness compared to those listed and without taking the Policy holder's profession or age into consideration.

Nervous disorders, post-concussion nervous disorders and peripheral nervous lesions only entitle to Compensation if they are the result of a covered Accident. In that case, a first payment is made at the time of the Consolidation which will not exceed half the Compensation corresponding to the level of disability. The balance is paid, if applicable, after a further medical examination carried out within a maximum of 2 years after the Consolidation.

This medical examination determines the final disability level. In all cases, the advance payment is kept by the Policy holder. The Compensation provided in the case of amputation of one or more limbs is also due in the case of the loss of use of the limbs.

No combined compensation:

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

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

3. WHAT WE EXCLUDE

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

- **accidents caused by: blindness, paralysis, mental disorders, as well as all illnesses or infirmities existing when this contract was subscribed to,**
- **accidents resulting from the practise of certain sports such as: competitive sledge riding, parachuting and all aerial sports, as well as those resulting from the participation in or training for matches or competitions,**
- **accidents caused by the use of a motorcycle of over 125 cc both as driver or passenger,**
- **accidents caused by a transport company that is not approved for public transport.**

4. HOW IS THE COMPENSATION CALCULATED?

The Compensation amount can only be applied after medically observed Consolidation, i.e. after the date on which the consequences of the Accident have become stabilised.

The final rate following an Accident impacting a limb or organ that was already damaged will be equal to the difference between the rate determined by the table and its application terms and conditions, and the rate existing before the Accident.

If you are the victim of a disability that is not featured in the “Disability Schedule” above, we will determine the corresponding disability rate by comparing its seriousness to those of the cases defined in the said table, without it being possible to take into account the victim’s professional activity to determine the seriousness of the disability.

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

If the Accident is the cause of several injuries, the disability rate used to calculate the amount we will pay will be calculated by applying the method used to determine the disability rate in the event of a workplace accident, without it being possible for the overall disability rate to be in excess of 100 %.

The application of the above schedule supposes in all cases that the consequences of the Accident have not been aggravated by the action of a previous illness or disability, and that the victim had undergone suitable medical treatment. If this were not the case, the rate would be determined taking into account the consequences the Accident would have had on a person in normal physical condition who underwent rational treatment.

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

Your Claim declaration must be accompanied by the following elements:

- a medical certificate,
 - the statements of any possible witnesses proving the existence or the magnitude of the Accident. During their treatment period, Policy holders must allow the medical consultant we assign to the case free access to their medical file so that they can assess the consequences of the Accident.
- In the event of a disagreement as to the causes or consequences of the Accident, we shall submit the disagreement to 2 experts, one chosen by the Policy holder or their beneficiaries and the other by ourselves, subject to our respective rights.
- In the event of a disagreement, a 3rd expert will be appointed, either by common agreement, or by the President of the Court of First Instance of your place of residence.

SPECIAL AGREEMENTS

LEGAL PROTECTION

The legal protection cover is implemented and paid by L’ÉQUITÉ, A joint stock company with an equity capital of € 22,469,320, a company governed by the French Insurance Code, B 572 084 697 RCS Paris of which the registered office is at 2, rue Pillet-Will 75009 Paris. This company is part of the GÉNÉRALI group, registered on the Italian insurance group register under number 026.

1. WHAT IS COVERED

- When you are faced with a **covered Dispute**, L’ÉQUITÉ will undertake:
- following the examination of the case in question, to advise you on the extent and the consequences of the case considering your rights and duties,
 - whenever possible **to provide you with our assistance** out of court in order to obtain a result as compliant with your interests as possible,
 - when necessary, under the terms of article 5 “FINANCIAL COVER” of these General Terms and Conditions, **to pay the costs** necessary to the exercise or defence of your rights either out of court or in court.

2. OUR FIELDS OF ACTION

We cover your Legal Protection **in the context of the private practise of the covered activities, except for the exclusions** listed in the “WHAT WE EXCLUDE” section of these General Terms and Conditions.

A. ACCIDENT PROTECTION

- L’ÉQUITÉ will pay for the defence of your interests:
- **in the context of any proceedings for the financial compensation** of the prejudice you have suffered if you are the victim of damage to property or physical injury involving the liability of a third party,
 - **before any criminal jurisdictions** if you are accused as the author or the co-author of an offence in which the Accident is involved.
- The cover applies to proceedings consecutive to the occurrence of:
- **accidental damage or injury that occurred during a covered activity, whether or not it is a traffic accident,**
 - **damage resulting from theft suffered by the Policy holder during a COVERED ACTIVITY.**

B. HEALTH PROTECTION

L’ÉQUITÉ will take action in the event of Disputes **to obtain compensation for your damages consecutive to an error; omission or failure**, characterising the failure to respect the duty of means incumbent on the Healthcare Professional who delivered your care **following an illness or an Accident that occurred during a covered activity.**

3. WHAT WE EXCLUDE

Are excluded:

- **disputes you were aware of when you subscribed to the contract,**
- **claims of which the generating fact occurred before you subscribed to the contract,**
- **proceedings taken against you for damages involving your civil liability,**
- **disputes between you and L’ÉQUITÉ or between you and EUROP ASSISTANCE or between you and AU VIEUX CAMPEUR or between you and AIAC,**
- **disputes that may occur caused by the failure or lack of services due to the trip organiser,**
- **proceedings and claims resulting from a crime or offence qualified by a deliberate or intentional act,**
- **proceedings related to driving a vehicle or craft under the influence of alcohol, or in a visibly drunken condition or under the influence of substances or plants classified as narcotics, or the refusal to submit to checks intended to detect or prove this state,**
- **proceedings resulting from driving without a valid certificate required by applicable regulations for the category of vehicle or craft in question,**
- **proceedings resulting from the Policy holder’s refusal to return a driving or pilot’s licence following a withdrawal order,**
- **proceedings consecutive to a hit and run or rebellion against a competent authority,**
- **disputes resulting from offences punishable by a fixed or lump sum fine,**
- **proceedings relating to acts in a civil or foreign war, riot, popular uprising or terrorist attack,**
- **proceedings relating to your private life outside the covered activities,**
- **proceedings that do not fall under the territorial jurisdiction of the countries in the destination zone selected by the Subscriber and mentioned in the Special Terms and Conditions.**

4. COVER CONDITIONS

- A. FOR THE COVER TO APPLY, YOUR PREMIUM MUST BE PAID AND THE CLAIM MUST MEET THE FOLLOWING CONDITIONS:**
- the origin of the Proceedings must occur after the date the cover takes effect,
 - the Claim date must be between the date the cover comes into effect and the date it expires,
 - the Claim must be declared between the date the cover comes into effect and the date it expires,

B. IN LEGAL TERMS:

- For both defence and claims, L’ÉQUITÉ will take action before all French jurisdictions.
- For claims only, **the amount of your damage suffered in principal must at least be equal to € 275 including VAT.**
- Policy holders must have the necessary and sufficient proof available to prove the reality of their prejudice to the courts.

5. FINANCIAL COVER

A. COVERED COSTS

In the event of a covered Claim:

- **OUT OF COURT**, L’ÉQUITÉ will pay the fees of the experts or specialists that L’ÉQUITÉ mandates or that you mandate with the prior and written approval of L’ÉQUITÉ, **for a claim amount in principal at least equal to € 275 including VAT, and up to a maximum amount per Claim of € 1,000 including VAT.**
- **IN COURT**, L’ÉQUITÉ will **pay up to a maximum of € 3,000 per Claim and per contract, whatever the number of beneficiaries:**
 - the costs of creating the file for the proceedings incurred with its prior written approval, such as bailiff charges required to protect an element of proof,
 - taxable bailiff fees,

- taxable legal expert fees directly payable by the Policy holder under an order to pay a deposit or a taxing order,
- non taxable lawyer fees and costs within the limits indicated in the “MAXIMUM COVERAGE AMOUNT - LAWYERS’ FEES” table.

Legal fees or costs of proceedings undertaken before the Clam was declared are not paid for unless the urgency required to take them can be proved.

B. NON-COVERED COSTS

The cover does not include any amounts of any type that you will be required to pay or refund to the opposing party.

C. CHOICE OF LAWYER

In the event of a Claim, as well as if there is a Conflict of interest between us concerning the Claim, you have the possibility of freely choosing the lawyer required to settle, assist or represent you. All changes of lawyers must be immediately notified to the Company. You will privately negotiate the lawyer’s costs and fees.

This free choice option is exercised to your benefit, according to the following alternative:

1- If you use your lawyer, you pay their costs and fees directly. You can request that l’ÉQUITÉ refund the said costs and fees within the maximum limit defined in the “MAXIMUM COVERAGE AMOUNTS - LAWYERS’ FEES” table, as indicated below. In that case the compensation will be paid within 4 weeks of the receipt of the documents supporting your request at the l’ÉQUITÉ registered offices. If you explicitly request it, l’ÉQUITÉ can pay these amounts directly to your lawyer within the same contractual limits.
If the Policy holder pays a first down payment to the lawyer, the Insurer can pay an advance on the amount of the down payment equal to half the maximum limit amounts defined in the “MAXIMUM COVERAGE AMOUNTS - LAWYERS’ FEES” table, as indicated below, the balance being paid at the end of the proceedings.

CAUTION:

Subject to the non-payment of the contractual amounts, you must:
• **Obtain explicit agreement from l’ÉQUITÉ before the settlement of any transaction with the opposing party,**
• **provide all paid fee invoices accompanied by a full copy of all procedural documents or court orders or of the protocol agreement signed by the parties.**

2- If you require the assistance of a lawyer mandated by l’ÉQUITÉ following a written request from you, l’ÉQUITÉ will directly pay the costs and fees within the maximum limits of the amounts defined in the “MAXIMUM COVERAGE AMOUNTS - LAWYERS’ FEES” table, as indicated below, all remaining amounts remaining at your expense.

D. PROCEEDINGS MANAGEMENT

In the case of court proceedings, the Policy holder will direct, manage and follow up the Claim with the help of their lawyer.

E. MAXIMUM COVERAGE AMOUNT - LAWYERS’ FEES

SERVICES	Amount in €
Assistance <ul style="list-style-type: none">• Expertise meeting, investigative measures, Civil or Criminal mediation• Commission• Intervention out of court• All other interventions	€ 500 (1) € 400 (1) € 150 (1) € 200 (3)
Proceedings before all jurisdictions <ul style="list-style-type: none">• Emergency proceedings, Requests or Orders	€ 550 (2)
Lowest Instance <ul style="list-style-type: none">• Small claims court• Public prosecutor• Police courts, children’s judge or court• Criminal court	€ 650 (3) € 200 (1) € 500 (3) € 2 000 (3)
Misdemeanour jurisdiction <ul style="list-style-type: none">• Other proceedings on the merits	€ 850 (3) € 1 200 (3)
Appeal <ul style="list-style-type: none">• in police matters• in criminal matters• other matters	€ 450 (3) € 850 (3) € 1 050 (3)
Supreme court, Council of State	€ 2 100 (3)
Any other jurisdiction	€ 650 (3)
Transaction out of court <ul style="list-style-type: none">• completed without the signature of a protocol• completed and resulting in a protocol signed by the parties and approved by l’EQUITE	€ 500 (3) € 1 000 (3)

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

The maximum defined amounts include miscellaneous costs (travel, secretariat, photocopies), duties and taxes, and are the maximum we will pay.

6. OPERATION OF THE COVER

A. CLAIM DECLARATION

To allow l’ÉQUITÉ to take effective action, you must declare your claim in writing as quickly as possible, and attach copies of all your case documents and in particular the necessary and sufficient elements of proof to prove the reality of the damage you have suffered, either:

- **To:** **l’ÉQUITÉ – Protection Juridique – 75433 Paris cedex 09**
- **By email to:** **equite-pjdeclarations@generali.fr**

B. APPLICATION OF THE COVER

On receipt, your case is processed by l’ÉQUITÉ, Protection Juridique as follows:

- 1-** l’ÉQUITÉ will inform you of its position regarding the cover, it being agreed l’ÉQUITÉ may ask you to communicate all documents relative to the Proceedings and any other information in your possession without restriction or reserves. In compliance with the terms of article L 127-7 of the French Insurance Code, l’EQUITÉ has a duty of professional secrecy.
- 2-** l’ÉQUITÉ will give you its opinion on the opportunity of settling or undertaking legal proceedings both as claimant and as defence. Disagreements on these matters will be settled according to the procedures defined in the “ARBITRATION” section.

C. MULTIPLE COVER

If you are covered for the risk covered by the contract by several policies, you must inform l’ÉQUITÉ of the fact at the latest when you declare the Claim. It is agreed that you can use the Insurer of your choice to cover the Claim.

The coverage provided by policies taken out without fraud have effect within the defined contractual limits.

If you engaged in deceit or fraud, the sanctions defined by article L 121-3 of the French Insurance Code are applicable.

D. PERFORMANCE OF COURT ORDERS AND SUBROGATION

As part of the cover, l’ÉQUITÉ will pay for the enforcement of a court order in your favour by a bailiff except for the costs listed in the “COSTS NOT COVERED” section. When the adverse party is sentenced to pay court costs l’ÉQUITÉ is subrogated in your rights up to the amount it has paid.

When you are awarded procedural compensation under the terms of article 700 of the French Civil Proceedings Code, or article 475-1 or 800-1 and 800-2 of the French Criminal Proceedings Code or article L 761-1 of the French Administrative Justice Code, l’ÉQUITÉ is subrogated in your rights up to the cover amount, minus the fees remaining at your expense.

E. COVER FORFEITURE

You may forfeit your cover if you deliberately make incorrect statements about the facts or events that generated the Claim, or more generally, about any element that could be used to settle the Dispute.

F. ARBITRATION

In compliance with the terms of article L 127-4 of the French Insurance Code, it is agreed that, in the event of a disagreement between l’ÉQUITÉ and the Policy holder on the measures to take to settle the Dispute that is the subject of the covered Claim, the disagreement can be submitted at your request to the arbitration of a mediator appointed by mutual agreement or, failing that, by the President of the Court of First Instance that has territorial jurisdiction, in the form of an emergency ruling.

The cost of the implementation of this option will be paid by l’ÉQUITÉ, unless the President of the Court of First Instance orders otherwise considering the abusive nature of your request. If, against the advice of l’ÉQUITÉ and the advice of the mediator, you undertake legal proceedings at your own expense and obtain a ruling more favourable than what l’ÉQUITÉ proposed, l’ÉQUITÉ undertakes, in the context of your cover, to pay for the legal and lawyers’ costs you incur in compliance with the “FINANCIAL COVER” article.

However, in order to simplify the management of this disagreement, l’ÉQUITÉ undertakes to:
• accept your choice of mediator subject to the latter being authorised to give legal advice,
• accept, if you agree, the mediator’s solution.

In which case the use of this mediator will be paid for by the Company, within the contractual limits of the “MAXIMUM COVERAGE AMOUNTS - LAWYERS’ FEES” table for the “ASSISTANCE - CIVIL MEDIATION” item.

G. CONFLICTS OF INTEREST

If, when the claim is declared, or during the proceedings to settle this Claim, a Conflict of Interests appears between you and us, in particular when the third party opposing you is insured by us, the provisions of the “CHOICE OF LAWYER” section will apply.

SPORTS AND LEISURE COVER

DEFINITION

Sports or leisure activities

Any practise of a sport or leisure activity as an amateur during a trip of which the type and duration are indicated in chapter “3. WHAT TYPES OF ACTIVITY ARE COVERED?” on page 6.

The following are not considered to be sports or leisure activities:

- all professional events, competitions or courses organised by a sports organisation, association or federation,
- any training as a professional for one or more sports events or competitions, “first aid tracker” courses and training courses.

INTERRUPTION OF SPORTS AND LEISURE ACTIVITIES

REFUND OF UNUSED SERVICES IN THE EVENT OF THE INTERRUPTION OF SPORTS OR LEISURE ACTIVITIES

A. WHAT WE COVER

We refund you prorata temporis, **up to the amounts indicated in the Table of Coverage Amounts**, the cost of sports or leisure activity passes that have already been paid but not used (**not including accommodation and transport**), when you must interrupt the practise of those activities for one of the following reasons:

- transport/repatriation as defined in these General terms and Conditions,
- A sporting accident which, according to a medical doctor, prohibits the practise of the activity, and on presentation of a detailed medical certificate,
- the occurrence of one of the following exceptional weather events: storm, hurricane, cyclone that prevents you from practising the planned activity during the stay on condition that the interruption of the activity exceeds 3 consecutive days.

Special case of mountain skiing: ski passes, ski lessons and equipment hire paid by you during your stay are considered to be a single activity cost.

B. HOW MUCH IS THE COMPENSATION?

The Compensation is:

- proportional to the number of days of sports or leisure activity passes that were not used,
- due from the day after the complete halt in covered activities,
- calculated based on the total price per person for the activity pass, supported by the original invoices, **and up to the amount indicated in the Table of Coverage Amounts.**

The calculation of the Compensation does not include administrative fees, visa and insurance costs, gratuities, as well as refunds or compensation awarded by the organisation from which you purchased your activities.

ACCIDENTAL DAMAGE TO SPORTS EQUIPMENT

1. WHAT WE COVER

We cover **up to the amount indicated in the Table of Coverage Amounts**, the use of all equipment purchased from the Au Vieux Campeur stores for the risks listed below, and for a duration of 12 months starting on the Au Vieux Campeur Club card validity date:

- the total or partial destruction of the equipment during its use and during its transport (characterised traffic accident or air, rail or sea transport accident),
- the damage resulting from a fire.

DETERMINATION OF COVERED AMOUNTS

The covered amount depends on the value of the equipment purchased from the Au Vieux Campeur stores, without exceeding the amount **indicated in the Table of Coverage Amounts per Event and/or per insurance year.**

In the event of total or partial destruction following damage covered by this contract, the Insurer will provide compensation in the form of an exchange voucher valid 6 months on the following basis:

- 1st year: replacement value for the same equipment with a maximum indicated in the Table of Coverage Amounts,
- 2nd year: replacement value after application of a 10% Excess, **and with a maximum indicated in the Table of Coverage Amounts.**

2. WHAT WE EXCLUDE

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

- the theft of all equipment,
- all equipment in the Policy holder’s home,

- destruction of equipment contained in the vehicle and its boot,
- mislaid, lost (except by a transport company), exchanged luggage,
- accidental damage caused by leakage of colouring or corrosive liquids or greases contained in your luggage,
- confiscation of property by the authorities (customs, police),
- damage caused by mites and/or rodents as well as cigarette burns or burns from a non incandescent heat source,
- sales representative collections and samples,
- the breakage of fragile items such as porcelain, glass, ivory, pottery or marble objects,
- indirect damage such as loss of value and loss of use,
- damage resulting from an earthquake, volcanic eruption, tidal wave or other cataclysm,
- flooding, unless these events are declared to be a natural disaster by the public authorities (in France, by ministerial order),
- the consequences resulting from use not compliant with the manufacturer’s instructions,
- damage caused to the insured equipment during its repair, maintenance, refurbishment,
- damage resulting from defects in the insured equipment or from its normal wear and tear,
- damage resulting from your characterised negligence,
- damage resulting from scratches, tears or stains,
- damage resulting from smoker accidents,
- motorised land vehicles and their accessories, caravans and trailers,
- sail or motor powered pleasure craft, including jet skis,
- aircraft (including hang gliders, para-gliders, gliders) whether approved or not,
- sheaths, boxes, bags, satchels or covers containing the sports equipment,
- mobile phones,
- spectacles (lenses and frames), contact lenses, prostheses and orthotics of all types,
- computer equipment.

3. HOW MUCH IS THE COMPENSATION?

The amount indicated in the table of coverage is the maximum refund for each of the Claims during the covered period.

An Excess indicated in the Table of Coverage Amounts will be deducted per Claim.

4. HOW IS YOUR COMPENSATION CALCULATED?

You will receive compensation on the basis of the replacement value by equivalent objects of the same kind, after deduction for Wear and Tear and Obsolescence.

The proportional rule defined in article L 121-5 of the French Insurance Code will never be applied.

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

Your claim declaration must be accompanied by the reserves issued to the transporter (sea, rail, air or road) if the sports equipment was damaged when it was in the transporter’s legal custody, as well as the luggage check-in ticket.

For the “equipment damage” cover, Policy holders must provide the Insurer with:

- a letter explaining the type and circumstances of the Claim as well as witness statements,
- a valued inventory of the damaged items,
- the purchase invoice or receipt from the “Au Vieux Campeur” stores.

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

You have a duty to use all means at your disposal and any documents in your possession to prove the existence and value of this property at the time of the Claim event, as well as the extent of the damage.

ASSISTANCE SERVICES

WHAT WE COVER

PERSONAL ASSISTANCE IN THE EVENT OF AN ILLNESS OR AN INJURY DURING A COVERED ACTIVITY

1. TRANSPORT/REPATRIATION

If you fall ill or are injured when practising a covered Activity, our medical doctors will contact the local doctor who treated you for the Illness or the Accident.

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

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

Similarly, exclusively based on medical requirements and on decision by our doctors, We can, in some cases, initiate and organise initial transport to a local healthcare centre before considering a return to an establishment near your Residence.

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

IMPORTANT

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

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

2. RETURN OF THE POLICY HOLDER FAMILY MEMBERS OR OF AN ACCOMPANYING POLICY HOLDER

When we repatriate you, and depending on our Medical Service's opinion, we organise the transport of your insured Family members or of a policy holder who was travelling with you to accompany you on your return, if possible.

This transport will be:

- either with you,
- or separate.

We pay for the transport of these insured persons by train in 1st class or by plane in economy class, as well as taxi fares on departure so that they can travel from the travel location to the station or airport, and on arrival from the station/airport to the Residence.

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

The Insurer covers the refund to the Policy holder of medical, pharmaceutical and Hospitalisation costs incurred in France, including the French hospitalisation excess, required by a covered Accident **with a maximum indicated in the Table of Coverage Amounts**.

The cover will always be a complement to the indemnities or services of the same type covered by Social Security or by any other collective providential insurance organisations, including private health insurance, or by an insurance contract similar to this contract, without it being possible for Policy holders to receive an amount greater than their actual costs, and subject to applicable regulatory and legislative provisions.

Considering the above, the Insurer will not, therefore, take action for costs and/or care not covered by Social Security.

4. ADDITIONAL REFUND OF MEDICAL COSTS (ONLY IN A FOREIGN COUNTRY)

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

This cover only applies to Foreign countries excluding France and the DROMs.

Before travelling to a Foreign country, we advise you to obtain the forms suitable for the trip type and duration, as well as for the country you are travelling to (for the European Economic Area and Switzerland, apply for a European Health Insurance Card). These different forms can be obtained from your local Health Service so that, if you fall ill or have an Accident, your medical costs will be directly covered by your Health Service.

Types of healthcare costs entitling to additional refunds:

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

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

Refund amount and procedure:

We will refund you the cost of healthcare incurred in a Foreign country and remaining at your expense once the Social security, mandatory private health insurance and/or any other provident society have made their payments **within the limits of the amounts in the Table of Coverage Amounts**. An Excess, of which the amount is indicated in the Table of Coverage Amounts, is applied in all cases per Policy holder and for the duration of the contract.

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

- original social security statements and/or health insurance statements proving the refunds obtained,
- photocopies of the medical care invoices supporting the expenses. Failing this, we cannot proceed with the refund.

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

ASSISTANCE IN THE EVENT OF DEATH DURING A COVERED

CORPSE TRANSPORT AND CASKET COSTS FOR A DECEASED POLICY HOLDER

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

We will also cover all the costs required for preparation treatments and other specific transport costs only, all other costs being excluded.

Furthermore, we will participate in the casket or urn costs that the family will purchase from the funeral contractor of their choice, **up to the amount indicated in the Table of coverage Amounts**, when the original invoice is provided to us.

The other costs (in particular the ceremony, local transport, burial) remain payable by the family.

SEARCH, RESCUE AND EVACUATION COSTS

The Insurer will cover, **up to the amount indicated in the Table of Coverage Amounts**, the payment or refund of operations carried out by emergency, police and equivalent bodies, specially called on to search or rescue the Policy holder in a location that has no other means than those that can be used by specialised rescue teams.

The evacuation costs for injured to the nearest hospital environment (hospital, clinic) can be incurred:

- either by the search and rescue organisations,
- or, in extreme cases, by the injured person themselves and/or the person that came to their assistance. Are in particular are included under this cover, transport costs:
- on the one hand from the location of the Accident to the closest hospital environment,
- on the other hand, from the hospital environment to the location the Policy holder was staying at before they had their Accident.

Depending on the distance, according to the prices applied by Social Security, and as a complement to the payment by any mandatory providential schemes.

The cover does not apply:

- to operations of which the triggering is not justified by an accident, a search, the need for a medical evacuation or an evacuation imposed by the safety of the persons,
 - to people of which the activity that triggered the operations was for profit.
- Search, rescue and evacuation costs not incurred for an accident or the Policy holder's endangered life will not be subject to any refunds.**

WHAT WE EXCLUDE

We can never be a substitute for local emergency services.

- In addition to the general exclusions applicable to the contract featured in the “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?” paragraph in the “CONTRACT FRAMEWORK” section, the following are excluded:
- the consequences of the exposure to infectious biological agents released intentionally or accidentally, to chemical agents of the combat gas type, to incapacitating agents, to neurotoxic agents or agents with residual neurotoxic effects,
 - the consequences of your deliberate actions or the consequences of fraudulent acts, attempted suicides or suicides,
 - pre-existing illnesses and/or injuries that have been diagnosed and/or treated by continuous hospitalisation, day hospitalisation or outpatient hospitalisation during the 6 months prior to the request, whether the event is the appearance or the deterioration of the said condition,
 - costs incurred without our agreement, or not explicitly defined by these contractual General terms and conditions,
 - expenses not proven by original documents,
 - claims occurring in countries that are excluded from the cover or outside the contract’s validity period, and especially beyond the duration of the planned trip to a Foreign country,
 - the consequences of incidents occurring during motor sport events, races or competitions (or their trials), subject to prior authorisation from public authorities under applicable regulations if you participate as a competitor, or during trials on circuits subject to prior approval by public authorities, even if you are using your own vehicle,
 - trips undertaken in order to obtain a diagnosis and/or medical treatment, or plastic surgery, their consequences and the resulting costs,
 - the organisation and payment of transport as indicated in the “TRANSPORT REPATRIATION” section for benign disorders that can be treated on site and that do not prevent you from continuing your trip,
 - requests for assistance relating to medically assisted procreation or abortions, their consequences and the resulting costs,
 - requests relative to surrogate procreation or childbearing, its consequences and the resulting costs,
 - medical devices and prostheses (dental, hearing, medical),
 - spa treatments, their consequences and their resulting costs,
 - scheduled admissions to hospital, their consequences and their resulting costs,
 - optician costs (spectacles and contact lenses for example),
 - vaccines and vaccination costs,
 - medical check-ups, their consequences and the associated costs,
 - plastic surgery as well its possible consequences and the resulting costs,
 - stays in a rest home, their consequences and their resulting costs,
 - re-education, kinesitherapy, chiropraxis, their consequences and resulting costs,
 - medical or para-medical services and the purchase of products of which the therapeutic nature is not recognised by French legislation, and the associated costs,
 - health assessments for the purpose of preventive screening, regular treatments or analyses, their consequences and the resulting costs,
 - the organisation of search and rescue of persons,
 - excess luggage costs for air transport and the cost of transporting luggage when it cannot be transported with you,
 - trip cancellation costs,
 - restaurant costs,
 - customs duties,

- incidents that occur at an altitude of more than 2,000 metres in the Himalayan regions or the Andes Cordillera,
- the consequences of mandatory isolation and/or restrictive measures imposed by a competent authority, which affect one or more Beneficiaries before or during their trip,
- travelling to a country, region or area against advice from the government authorities in the country where the Beneficiary has their Residence on the departure date.

FRAMEWORK OF THE CONTRACT

This contract is governed by French law.

1. DATE OF EFFECT AND DURATION

The cover subscribed to by Policy holders comes into effect on the date indicated either on the card, or opposite the labels corresponding to the purchase amounts, and is valid 12 months starting from the issue date and cannot be automatically renewed. The assistance services and insurance cover provided under the contract apply in the whole world during any travel to a Foreign country not in excess of 90 consecutive days.

2. WITHDRAWAL RIGHT

A. IN CASE OF DOUBLE INSURANCE

In accordance with article L 112-10 of the French Insurance Code, an Insured who takes out an insurance policy for non-business purposes, if he or she can provide evidence of a pre-dating policy as regards one of the risks covered by the new policy, can withdraw from the new policy, without incurring expenses or penalties, so long as he or she has not executed the policy in full or the Insured has not made a claim as regards any head of cover, within 14 calendar days from the conclusion of the new policy.
The cancellation must be sent by post or email to the following addresses:
• By post: **A.I.A.C. – 14, rue de Clichy – 75009 Paris**
• By email: **auvieuxcampeur@aiac.fr**

The insurer must refund the amount of the premium paid by the insured within not more than 30 days from the date on which the right to cancel was exercised, unless an insured incident giving rise to a claim under the policy has occurred within the period for cancellation.

B. IN CASE OF REMOTE SALES

In compliance with article L112-2-1 of the French Insurance Code, You have a period of 14 full calendar days to withdraw from the contract without having to give a reason or pay any penalties. In this case, You must inform Us of Your intention to withdraw the membership to the Holiday Insurance in France contract by registered letter with acknowledgement of receipt to the following address:
• By post: **A.I.A.C. – 14, rue de Clichy – 75009 Paris**
• By email: **auvieuxcampeur@aiac.fr**

You can use the following model: “I hereby (Mr./Mrs., name, full name) notify of my intention to withdraw from contract (N° of contract)..... I subscribed on/...../..... Date and Signature.”
In order for the withdrawal period to be respected, the Insured must transmit his/her wish to withdraw before the expiry of the withdrawal period.
However, if the Insured requests the application of coverage, they lose the right to withdraw.

The right to withdraw does not apply to travel or baggage insurance policies or similar short-term insurance policies of less than one (1) month. The duration of the insurance contract is the period between its effective date and the due date.

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

If the damage cannot be determined privately, it will be assessed via a mandatory out of court expertise, subject to our respective rights.
Each party chooses their expert. If these experts do not agree with each other, they will call on a 3rd expert and the 3 will work in common and will be subject to a majority vote.
If one of us fails to appoint an expert, or if the 2 experts cannot agree on the choice of a 3rd, the appointment will be made by the President of the court of First Instance for the location the Claim occurred. This appointment is made by simple request signed by at least one of us, the party that did not sign will be summoned to the expertise by registered letter. Each party will pay for their expert’s costs and fees and, when applicable, half of those for the 3rd expert.

4. WHEN WILL YOU RECEIVE COMPENSATION?

The payment will be made within 5 days of the agreement between us or the court order.

5. WHAT ARE THE LIMITS IN CASES OF FORCE MAJEURE OR OTHER EQUIVALENT EVENTS?

We can never be a substitute for local organisations in the event of an emergency. We cannot be held liable for failings or delays in the performance of services in the event of force majeure or events such as:

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

6. EXCEPTIONAL CIRCUMSTANCES

Passenger transporters (in particular airlines) are likely to apply restrictions to persons suffering from certain pathologies or to pregnant women. These restrictions may apply up to the beginning of the transport and are likely to be changed without notice (thus, for airlines: medical examination, medical certificate, etc.).

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

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

The contract’s general exclusions are those common to all the insurance cover and assistance services described in these General terms and conditions. Are excluded:

- **civil or foreign wars, riots, popular uprisings,**
- **the deliberate participation of a Policy holder in riots, strikes, brawls or assault and battery,**
- **the consequences of the disintegration of an atomic core or any radiation from a radioactive energy source,**
- **unless waived, an earthquake, volcanic eruption, tidal wave, flood or natural disaster except in the framework of the French 13th July 1982 Act n° 82-600 covering the compensation of the victims of natural disasters (for insurance cover),**
- **the consequences of the use of medication, drugs, narcotics and assimilated products not medically prescribed, and of the abuse of alcohol,**
- **any deliberate act by you that may trigger the coverage under this contract,**
- **the consequences of infectious risk situations in the context of epidemics, exposure to infectious biological agents, exposure to chemical agents such as combat gases, exposure to incapacitating agents, exposure to neurotoxic agents or agents with persistent neurotoxic effects, which are the subject of quarantine and preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or national health authorities of your country of residence.**

8. SUBROGATION

After having committed costs in the framework of our insurance coverage and/or assistance services, except those paid under the “PERSONAL TRAVEL ACCIDENT” cover, we are subrogated in the rights and proceedings that you may be entitled to against third parties liable for the Claim, in compliance with article L 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the costs we have engaged to perform this contract.

9. LIMITATION PERIODS

Article L 114-1 of the French Insurance Code:

Any proceedings issued in connection with an insurance contract must be issued within 2 years from the date of the relevant event. However, this time limit shall only run:

1 - From the date on which the insurer is made aware of any information that has been withheld, omitted or incorrectly provided.

2 - In the event of a claim, from the date on which the parties involved became aware of the claim, if they can prove that they were not aware of it until then. If proceedings are issued by the policy holder against the insurer on the basis of a claim by a third party, the limitation period shall run from the date on which the third party issued legal proceedings against the policy holder or was compensated by them.

Article L 114-2 of the French Insurance Code:

The limitation period shall be interrupted for any ordinary reason and as a result of the appointment of a loss adjuster following a claim. The limitation period may be interrupted by virtue of a registered letter with acknowledgement of receipt sent by the insurer to the policy holder concerning premium payment proceedings, and by the policy holder to the insurer concerning the payment of compensation.

Article L 114-3 of the French Insurance Code:

By way of derogation to Article 2254 of the French Civil Code, the parties to the insurance contract are not permitted, even by mutual agreement, to change the duration of the limitation period, or to add grounds on which the limitation period may be suspended or interrupted.

10. COMPLAINTS

In the event of a complaint or dispute, please apply to:

EUROP ASSISTANCE – Service Réclamations Clients
1, promenade de la Bonnette – 92633 Gennevilliers cedex
service.qualite@europ-assistance.fr

If the matter cannot be dealt with within 10 working days, a letter of acknowledgement shall be sent to You within that period. A written reply shall be sent to the complaint in not more than two months from the date on which the initial complaint was received.

If You entered into your policy through an intermediary and the matter relates to its duty to advise and provide information or concerns the policy marketing conditions, the complaint made by you must be addressed to this intermediary only.

If the dispute continues after examination of your claim by our Customer Services Department (“Service Réclamations Clients”), You may contact the Mediator by post or over the internet:

LA MÉDIATION DE L’ASSURANCE TSA 50110 – 75441 Paris cedex 09
<http://www.mediation-assurance.org/>

You are free to bring the matter before a court of competent jurisdiction at any time.

11. CONTROLLING AUTHORITY

The controlling authority is the “Autorité de Contrôle Prudentiel et de Résolution” – A.C.P.R. – 4, place de Budapest – CS 92459 – 75436 Paris cedex 09.

12. DATA PRIVACY

EUROP ASSISTANCE, a company governed by the French Insurance Code, with its registered office at 1, promenade de la Bonnette – 92633 Gennevilliers cedex, France (hereinafter the “Insurer”), acting as data controller, processes the Policy holder’s personal data in order to:

- manage assistance and insurance requests,
- organise customer satisfaction surveys of Policy holders who have benefited from its assistance and insurance services,
- to draw up sales statistics and actuarial studies,
- to examine, accept, check and monitor risk,
- to manage potential litigation and implement legal measures,
- to implement monitoring duties in the context of money laundering and the financing of terrorism, asset freezing measures, the fight against the financing of terrorism, including the triggering of alerts and declarations of suspicion,
- to implement the measures against insurance fraud,
- to manage the recording of phone conversations with the Insurer’s employees or those of its subcontractors for the purpose of training and assessing employees and improving the quality of service, as well as to manage potential disputes.

EUROP ASSISTANCE is also providing a processing of the Policy holder personal data as a user of Travel Risk Intelligence Portal (T.R.I.P.), so the latter can benefit from the safety services when recording trips on the portal. It shall be used to ensure the correct fulfilment of this policy.

The Policy holder is informed of and accepts that their personal data be processed for specific purposes. This processing is carried out under the terms of the contract.

The collected data is mandatory. If this data is not communicated, it will be more difficult, or even impossible, to manage the Policy holder’s requests for insurance or assistance.

To this effect, Policy holders are informed that their personal data is for use by the Insurer who is the data controller, by the Insurer’s subcontractors, subsidiaries and agents, as well as by the service providers who have a mission for the provision of assistance services for their benefit (depending on the case, roadside assistance companies, ambulance services, airlines, taxis, etc.). Some of their data may be forwarded to the Subscriber for the sole purpose of allowing it to fulfil its contractually binding duties towards Policy holders.

Policy holders personal data will be kept for a varying period of time depending on its use (2 months for recorded phone conversations), increased by the mandatory retention periods applicable to accounting matters and the legal statute of limitations (10 years for medically related processing, 5 years for other processing).

Policy holders are informed and accept that their personal data be communicated to recipients in third countries outside the European Union that have equivalent protection. Data transfers to these third countries are governed by:

- a cross-border flow agreement drawn up in compliance with standard contractual manager-tosubcontractor clauses issued by the European Union and currently applicable,
- the subscription contracts of Insurer entities to internal conditions compliant with recommendation 1/2007 of the Article 29 Work group on the standard request to approve constraining company rules for the transfer of personal data.

Policy holders may request a copy of the appropriate guarantees covering data transfer from one or other of the addresses indicated below.

The purpose of these flows is to manage assistance and insurance requests. The following categories of data are covered:

- identity related data (in particular: surname, first name, gender, age, date of birth, phone number, email address) and privacy related data (in particular: family situation, number of children),
- location data,
- health data, including the social security number (NIR).

Policy holders, as persons concerned by the processing, are informed that they have a right of access, correction, deletion and portability of their data, as well as a right to limit its processing.

They also have a right to oppose. Policy holders have the right to withdraw their consent at all times, without having an impact on the validity of the processing based on consent before it was withdrawn. Furthermore, they have a right to draw up specific and general directives as to the preservation, deletion and communication of their data after their death.

Policy holders may exercise their rights by contacting the Data protection delegate by letter accompanied by the photocopy of a signed identity document to one or other of the following addresses:

- **By email:** protectiondesdonnees@europ-assistance.fr
- **By post:** **EUROP ASSISTANCE**
À l'attention du Délégué à la protection des données
1, promenade de la Bonnette – 92633 Gennevilliers – France

Finally, Policy holders are informed that they have the right to file a complaint with the Commission Nationale Informatique et Libertés (French Data Privacy Watchdog).

13. RIGHT OF CONSUMERS TO OPT OUT (COLD CALLING)

EUROP ASSISTANCE hereby informs Policy holders that if they wish to opt out of receiving marketing calls from a professional with which they have no pre-existing contractual relationship, they can do so by adding their name free of charge to the online register at: www.bloctel.gouv.fr

Registering to opt out of receiving marketing calls will not prevent EUROP ASSISTANCE from contacting the Policy holder, either directly or through a third party acting on their behalf, to discuss their insurance contract or to offer them related or additional products or services or upgrades.



AIAC COURTAGE

14, rue de Clichy – 75311 Paris cedex 9 – France
Tel. +33 (0)1 44 53 28 53 – Fax. +33 (0)1 44 53 28 54 – www.aiac.fr
Alliance Internationale d'Assurances et de Commerce, an insurance brokerage company as per Article L 520-1 of the French Insurance Code
Société Anonyme with share capital of € 306,000 – registered in Paris under RCS number 784 199 291 – VAT number FR 437 841 992 91 – APE 6622Z
N° Orias 07 005 935 – www.orias.fr – AIAC Complaints department
14, rue de Clichy – 75009 Paris – reclamation@aiac.fr
Controlled by A.C.P.R. – 4, place de Budapest – 75346 Paris cedex 9 – France
Financial guarantee and professional liability in accordance with Articles L 530-1 and L 530-2 of the Insurance Code



EUROP ASSISTANCE

A limited company with share capital of € 46,926,941
a business regulated by the French Insurance Code – registered under no. 451 366 405 in the Nanterre Trade & Companies Register
The registered office of which is located at 1, promenade de la Bonnette
92230 Gennevilliers – France
N° TVA (UE) : FR 8245136640500012 – Certificat AFAQ n° 11396
Référentiel ISO 9001 – www.europ-assistance.fr