



**Au Vieux Campeur**

## Insurance and assistance general terms and conditions

Contract n° 63 101 536 B

- Insurance
- Assistance

Information and management

**aiac**  
COURTAGE

14, rue de Clichy – 75009 Paris – France



## WHAT TO DO IN THE EVENT OF A CLAIM UNDER THE SPORTS & LEISURE COVERAGE

### Caution !

For all "INSURANCE" claims (civil liability, personal travel insurance, legal protection, interruption of sports activities following an accident, damage to equipment), you must notify A.I.A.C. Courtage and notify of your claim accompanied with supporting documentation within 5 working days after the end of your trip:

• **By registered letter** with AR to the following address:

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

• **By phone**, by dialling +33 1 71 39 88 41

• **By email** to [auvieuxcampeur@aiac.fr](mailto:auvieuxcampeur@aiac.fr)

### TABLE OF INSURANCE COVERAGE

INSURANCE COVERAGE	Max. amount inc. VAT* / person
<b>CIVIL LIABILITY WHEN EXERCISING A COVERED ACTIVITY</b>	
• <b>Overall maximum coverage</b>	6,100,000 €/claim and per insured year
• of which physical injury	4,600,000 €/event (without excess)
• of which damage to property and the resulting intangible damage	80,000 €/event
• <i>Absolute excess</i>	30 €
<b>PERSONAL ACCIDENT</b>	
• Death	7500 €
• Total or partial permanent disability	Relative excess 15%
<b>LEGAL PROTECTION</b>	3000 € / Litigation see sub-limitation (table on p. 13)
<b>SPORTS AND LEISURE COVERAGE</b>	<b>Max. amount inc. VAT* / person</b>
<b>INTERRUPTION OF SPORTS ACTIVITY FOLLOWING AN ACCIDENT</b>	
• Refund of unused services	300 €
• Refund of ski-lift passes, ski courses and lessons (more than 5 days)	
<b>DAMAGE TO EQUIPMENT</b>	
• Compensation in the form of an exchange voucher	3000 € max. per year or event

\* Rate defined by applicable legislation

## WHAT TO DO IF YOU NEED ASSISTANCE, IF YOU ARE ADMITTED TO HOSPITAL, INCUR MEDICAL, SEARCH AND RESCUE OR REPATRIATION COSTS?

### CONTACT EUROP ASSISTANCE IMMEDIATELY 24\*7

#### • By phone:

– from France: 01 41 85 90 39

– from abroad: +33 1 41 85 90 39

• **By email:** [service-medical@europ-assistance.fr](mailto:service-medical@europ-assistance.fr)

#### YOU WILL BE ASKED TO PROVIDE:

• **Your contract number:** 63 101 536 B

• **Your location:** country, town, location

• **The phone number** you can be reached at

• **The type of assistance you require**

Immediately note down the file number you will be given.

You will need to quote it in all further correspondence with EUROP ASSISTANCE

### Caution !

**Only services organised by** (or approved by) EUROP ASSISTANCE will be paid by your insurer. You must contact EUROP ASSISTANCE before any intervention.

### ASSISTANCE SERVICE TABLE

ASSISTANCE SERVICES	Max. amount inc. VAT* / person
<b>ASSISTANCE TO PERSONS IN THE EVENT OF INJURY OR ILLNESS</b>	
• Transport/repatriation	Actual costs Return ticket + taxi costs <sup>(1)</sup>
• Return of members of the insured party's family or of an insured accompanying person	
<b>MEDICAL COSTS</b>	
• Refund of additional medical and hospitalisation costs	1,500 € (absolute excess 30 €) 30,000 € (absolute excess 30 €) 80 €
– In France	
– Abroad	
• Refund of dental care	
<b>ASSISTANCE IN THE EVENT OF DEATH</b>	
• Transport of the corpse	Actual costs 1,000 €
• Casket or urn costs	
<b>SEARCH AND RESCUE AND EVACUATION COSTS</b>	11,400 €

\* Rate according to applicable legislation.

<sup>(1)</sup> Economy-Class plane ticket of rail 1 class

### DATE OF EFFECT AND DURATION OF SERVICES AND COVERAGE

SERVICES AND COVERAGE	DATE OF EFFECT	EXPIRY OF COVERAGE
<b>INSURANCE COVERAGE AND ASSISTANCE SERVICES</b>	On the card purchase date	The day of the return from the trip. CAUTION, in all cases, our coverage will cease automatically 90 days after the departure.

## SOME ADVICE

### BEFORE TRAVELLING ABROAD

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

### WHEN ON SITE

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

### CAUTION

Some pathologies may be a limit to the contract's application conditions. We advise you to read these General terms and conditions very carefully.

## 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 define the rights and duties of EUROP ASSISTANCE, the Subscriber, and the Insured parties defined below. This contract is governed by the French Insurance Code.

They govern the coverage and services provided to the insured parties by EUROP ASSISTANCE.

This document is applicable to subscriptions made or renewed starting on 01/12/2015 until a new agreement is published.

### 2. DEFINITIONS

#### A. DEFINITIONS COMMON TO INSURANCE COVER AND ASSISTANCE

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

##### • ACCIDENT (PERSONAL)

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

##### • INSURED PARTY

The subscribers to the "group" contract subscribed by "AU VIEUX CAMPEUR" on behalf of holders of the "AU VIEUX CAMPEUR" card, are considered to be Insured parties. These persons must have their residence in the European Union, in Switzerland, in the DROM, in New Caledonia or French Polynesia.

In this contract Insured parties are also referred to as "you".

##### • 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 listed by the French Ministry for Europe and Foreign Affairs.

##### • CONFLICT OF INTEREST

A situation in which the Insurer must protect the interests of the Insured Party and those of a third party.

##### • CONSOLIDATION

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

##### • LOSS OF INSURANCE

A sanction that consists in withdrawing the Insured party's coverage when the said party fails to meet its duties.

##### • RESIDENCE

Your main and usual place of residence, declared as such on your income tax returns is considered to be your Residence. It is located in the European Union, in Switzerland, the DROM (French overseas territories), New Caledonia or French Polynesia.

##### • DROM

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

##### • RESULTING INTANGIBLE DAMAGE

All financial damage resulting from the loss of the benefits or a right, the interruption of a service rendered by a person or by personal property or immovable property, or the loss of benefits as a direct result of covered physical injury or covered equipment.

##### • FOREIGN COUNTRY

The term Foreign country covers all countries except your country of Residence and the excluded countries.

##### • EVENT

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

##### • FRANCE

The term France means continental France and Monaco.

##### • ABSOLUTE EXCESS

The part of costs remaining at your expense.

##### • RELATIVE EXCESS

– When the Claim amount is less than the Excess amount, no compensation is due from the Insurer.

– When the claim amount is higher than the Excess, the Insurer pays the full Claim, without Excess.

##### • HOSPITALISATION

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

##### • IMMOBILISATION

A physical incapacity (either total or partial) to move, confirmed by a doctor, as a result of an Accident or Illness, requiring rest on site. It must be proven by a medical certificate or, depending on the Insured party, justified sick leave.

##### • COMPENSATION

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

##### • ILLNESS

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

##### • FAMILY MEMBER

A family member is the spouse, civil partner or usual partner living under the same roof, the Policy holder's legitimate, natural or adopted children, father, mother, brother or sister, one of the parents-in-law, one of the Insured party's spouses parents) or one of the Insured party's grandchildren.

##### • CLAIM

A claim is any unexpected event of a type that is included in the cover provided by this contract.

##### • SUBSCRIBER

AU VIEUX CAMPEUR, SAS with an equity capital of 1,500,000 €, with its registered office at 48, rue des Écoles – 75005 Paris – France (email: [infos@auvieuxcampeur.fr](mailto:infos@auvieuxcampeur.fr) – Phone: +33 1 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, hereafter referred to as the Insured parties.

#### B. DEFINITIONS SPECIFIC TO THE INSURANCE

In the context of this contract the following terms mean:

##### • ACCIDENT

Are regarded as accidents covered by the "PERSONAL ACCIDENT" cover:

– altitude sickness (high altitude acute cerebral oedema or acute pulmonary oedema),

– the death of an Insured party, following a collapse during a sports activity or resulting from its immediate consequences.

As well as, when the Insured party's condition requires immediate and Imperative admission to hospital:

- the consequences of asphyxia, drowning or hydrocution,
- intoxication, poisoning or burns caused by gas, vapours or venomous or corrosive substances or by food unfit for consumption, whether ingested by error or due to the action of a third party,
- asphyxia by immersion or by the release of gases or vapours,
- snake bites, rabies, or anthrax resulting from animal or insect bites,
- acts of aggression against the Insured party,
- physical injuries caused by burns, electrocution, lightning,
- infectious bites and their consequences,
- tears, hernias, torn muscles, tendons or ligaments, "back problems" 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.

#### • **SERIOUS ACCIDENT**

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

#### • **BENEFICIARY**

The person or persons named by the Insured party, or by default, their legal beneficiaries.

#### • **PHYSICAL INJURY**

Any physical injury suffered by a private individual.

#### • **DAMAGE TO PROPERTY**

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

#### • **MAJOR EVENT AT THE DESTINATION**

In the framework of this contract there are three causes that may constitute 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 health events in the destination country or zone listed by the World Health Organization and leading to an epidemic or a pandemic risk,
- major political events, both in terms of intensity and duration, causing either serious disturbances to public order within a State, or armed conflict between several States or within a single 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.

#### • **DISPUTE**

A conflictual situation caused by a prejudicial event or a punishable act between an Insured party and a third party, leading the Insured party to claim a disputed right, resisting a claim, or having to defend themselves in any jurisdiction.

#### • **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.

### **3. WHICH ACTIVITIES ARE COVERED?**

#### • **COVERED ACTIVITIES**

The coverage is valid during and while practising the following activities in a private capacity, to the exclusion of all others: badminton, boomerang, camping, canoeing, canyoning, kiting, underwater hunting, running, mountain climbing, golf, rock climbing, gyropod, unicycle, kayak, sledging, swimming, paragliding (covered if specific extension, and in that case the CIVIL LIABILITY and PERSONAL TRAVEL ACCIDENT are always excluded), fishing, windsurfing, undersea diving and apnoea diving, rafting, land and aquatic hiking, snow shoes, roller skating, running, roller skis, downhill skiing, water skiing, cross country skiing, skate boarding, snowboard, caving, squash, water surf, telemarking, tennis, electric scooter, mountain biking and other cycles, or sailing.

#### • **COVERED PERIOD**

The coverage subscribed by the Insured party starts on the day of issue, either indicated on the card, or against the options selected when the card was purchased and is valid 12 months from the issue date and can never be renewed automatically. The assistance services and coverage under the contract apply worldwide during all trips abroad not in excess to 90 consecutive days.

### **4. WHAT IS THE CONTRACT'S GEOGRAPHICAL COVERAGE?**

The insurance coverage and assistance services apply worldwide except for the countries and regions for which the French Ministry for European and Foreign Affairs has issued a travel warning. (<http://www.france.diplomatique.gouv.fr/fr/conseils-aux-voyageurs/>).

**EXCLUSIONS: in general countries that are excluded are those in a state of civil war or war with another country, suffering serious political instability, or subject to popular uprisings, riots, acts of terrorism, reprisals, restrictions to the free movement of persons and goods (for whatever reason, in particular health, security, weather, etc.), or any disintegration of the atomic nucleus or any radiation from a source of energy of a radioactive nature.**

To get information before your departure, please contact one of our points of sale, or our Customer Service by dialling 01 41 85 85 41.

### **5. HOW TO USE OUR SERVICES**

#### **A. IF YOU NEED ASSISTANCE**

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

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

In order to allow us to act: We recommend that you prepare your call.

We will request the following information:

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

You must imperatively:

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

#### **B. WHAT ARE THE CONDITIONS FOR THE APPLICATION OF ASSISTANCE SERVICES AND INSURANCE COVERAGE?**

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

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

Any event, the origin of which is a pre-existing illness and/or injury that has been diagnosed and/or treated by continuous 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, due to insufficient elements or due to incorrect information provided 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 COVERAGE**

Within 5 days of becoming aware of the Claim, you, or any person acting on your behalf, must notify your claim to the following address:

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

If this deadline is not met, you will lose the benefit of your insurance coverage for this claim if we can establish that the late declaration caused us prejudice.

#### **D. MULTIPLE COVERAGE**

If the risks covered by this contract are also covered by another insurance policy, you must inform us of the name of the insurance company with which the other policy was

taken out (article L 121-4 of the French Insurance Code) as soon as you become aware of this information, and at the latest when making the Claim.

#### E. FALSE DECLARATIONS

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

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

#### F. CANCELLATION OF ASSISTANCE OR COVERAGE DUE TO FRAUDULENT STATEMENTS

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

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

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

## GENERAL INSURANCE TERMS AND CONDITIONS

### CIVIL LIABILITY DURING THE PRACTISE OF COVERED ACTIVITIES

#### 1. WHAT WE COVER

The financial consequences you may suffer following a claim out of court or legal proceedings taken against you by the claiming third party resulting from any bodily harm or damage to property suffered by said third party by an accident that occurred during the covered activities, **within the limits of the amounts indicated in the Table of Coverage Amounts.**

Coverage is applicable under the following conditions:

- when you have caused injury to, or damage to the property of, a third party who claims your civil liability via a claim,
- when the events in question occurred between the coverage start date and its termination or expiry date, whatever the other dates for the elements composing the Claim.

#### 2. WHAT WE EXCLUDE

Besides the general exclusions applicable to the contract featured in the "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT" section in the "CONTRACT FRAMEWORK" chapter, are excluded:

- damage you have caused intentionally as a private person or as a director or de facto director of the company if you are a legal entity,
- damage resulting from the use of motor vehicles, or any air, sea or river transport, or the practise or air sports,
- damage to all motor-powered land vehicles, or any air, sea or river transport,
- damage resulting from hunting,
- damage resulting from all professional activities,
- the consequences of any material or physical damage suffered by you, your spouse, your ascendants or descendants,
- intangible damage except when the consequences of covered property damage or physical injuries, in which case the cover is as

shown within the limit indicated in the Table of Coverage Amounts, • all measures taken at your own initiative without our prior agreement, • accidents resulting from the practise of the following sports: bobsleigh, skeleton, competition luge, all air sports, as well as those resulting from participation in or training for matches or competitions

#### 3. TRANSACTION – ACKNOWLEDGEMENT OF LIABILITY

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

#### 4. PROCEDURE

If legal proceedings are brought against you, we will provide your defence and will direct the proceedings for the acts and damage within the scope of the cover provided by this contract.

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

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

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

#### 5. PROCEEDINGS

In the matter of type of proceedings:

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

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

#### 6. INOPPOSABLE FORFEITURE

Even if you fail in your duties following a Claim, we have a duty to compensate the persons you are liable to. **In this case, we nevertheless retain the right to bring proceedings against you for the payment of any sums paid or deposited by us on your behalf.**

## PERSONAL ACCIDENT

#### 1. WHAT WE COVER

We cover **the payment of the compensation defined in the Table of Coverage Amounts**, in the event of an accident with physical injury to the Insured party during the practise of covered activities but excluding the different trips required to practise the covered activity.

The cover defined below:

- the coverage only applies to Accidents that occur in the framework of practising the covered activities,
- is legally suspended for the Insured party during military periods exceeding one month and in the event of mobilisation,
- legally ceases when the Insured party reaches the age of 75.

#### 2. WHAT IS THE COVERED AMOUNT?

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

##### A. DEATH

The lump sum indicated in the Table of coverage amounts is payable to your beneficiary. If there are several beneficiaries, all payments made following the death of the Insured party are indivisible from the Insurer's point of view, who will pay the beneficiaries in exchange for a collective receipt.

The insured lump sum is due not only when the death is immediate, but also when it is

the uncontested result of the Accident and occurs within 12 months of the occurrence of the Accident. In the case of the disappearance of an insured person under circumstances that lead to believe that only an accident could have occurred, the lump sum is paid to the insured party, unless the Insurer agrees earlier, when the judgement declaring the death is given, in compliance with articles 80 and following of the French Civil Code.

## B. PERMANENT TOTAL DISABILITY

The Insurer will pay the Insured party compensation as defined in the Table of Coverage Amounts. For partial permanent disability, the compensation can be reduced in the proportion of the Common Law schedule.

If the Accident results in total permanent disability, the lump sum is fully paid to the Insured party in the month following the consolidation of the injury. Injuries not included in the Medical Schedule are compensated proportionally to their seriousness compared to that of the listed cases, without taking into consideration the Insured party's age or profession. Nervous disorders, post-commotional nervous disorders and peripheral nerve damage only open rights to compensation if they are the result of a covered Accident. In this case, a first payment is made on Consolidation, without exceeding half the amount corresponding to the degree of disability. The balance is paid, if applicable, after a further medical examination carried out within a maximum of 2 years from the Consolidation. This medical examination determines the final degree of disability. In all cases, the advance payment is kept by the Insured party. The compensation defined in the case of amputation of one or more limbs is also due for the loss of use of those limbs.

### No combined compensation:

Death and total permanent disability coverage cannot be combined if they are the result of the same covered Event.

If, after having received compensation for partial permanent disability consecutive to a covered Event, you were to die due to the consequences of the same Event, we will pay the beneficiaries the lump sum defined in the event of death limited to **the amount defined in the Table of Coverage Amounts**, minus the compensation already paid for partial permanent disability.

## 3. WHAT WE EXCLUDE

Besides the general exclusions applicable to the contract featured in the "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT" section in the "CONTRACT FRAMEWORK" chapter, are excluded:

- Accidents caused by blindness, paralysis, mental illnesses, as well as any illnesses or infirmities existing when the contract was subscribed to,
- Accidents resulting from the practise of certain sports such as: competition luge, parachuting and all air sports, as well as those resulting from training for and participation in sports competitions,
- Accidents resulting from the use of a motorcycle in excess of 125 cm<sup>3</sup> both as the driver or a passenger,
- Accidents caused by a transport company that is not approved for the public transport of passengers.

## 4. HOW IS COMPENSATION CALCULATED?

The compensation amount can only be calculated after the Consolidation; i.e. after the date on which the consequences of the Accident have stabilised.

The final rate after an Accident to a limb or an organ that was already damaged will be equal to the difference between the rate determined using the table and its terms of application, and the rate prior to the Accident.

If you suffer a disability that is not listed in the above "Disability schedule", we will determine the corresponding disability rate by comparing its seriousness to that of the cases defined in the said schedule, without the victim's professional activity being taken into account to determine the seriousness of the disability.

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

If the Accident leads to several injuries, the disability rate used to calculate the amount we will pay will be by applying to the method selected to determine the disability rate in cases of workplace accidents to the schedule above, without the rate exceeding 100%.

The application of the above schedule supposes in all cases that the consequences of the Accident are not aggravated by the action of a prior illness or disability, and that the victim had undertaken suitable medical treatment. If this were not the case, the rate will be determined considering the consequences the Accident would have had on a person in normal physical condition who followed rational medical treatment.

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

Your Claim declaration must be accompanied by the following:

- a medical certificate,
  - the eventual witness statements establishing the existence or scale of the Accident.
- During the treatment period, the Insured party must allow free access to the Expert Doctor we appoint, to their medical file, so that they can assess the consequences of the Accident. In the event of disagreement as to the causes or consequences of the Accident, we will submit the disagreement to 2 experts, one chosen by the Insured party or their beneficiaries, the other by ourselves, subject to our respective rights. In the event of further disagreement, a 3<sup>rd</sup> expert will be appointed either by mutual agreement, or by the President of the Court of First Instance of your place of Residence.

## SPECIAL AGREEMENTS – LEGAL PROTECTION

This legal protection coverage is provided by L'EQUITE (hereinafter referred to as "us"), 7 Boulevard Haussmann, 75442 Paris Cedex 09 – France, or by any substitute company.

### 1. WHAT WE COVER

When you are faced with **covered legal proceedings**, we undertake:

- after examining the case in question, **to advise you** as to the scope or consequences of the case relative to your rights and duties,
- whenever possible, **to provide you our assistance** out of court, in order to achieve a result as close as possible to your interests,
- when necessary, under the terms of chapter 5 "FINANCIAL COVERAGE" of these General terms and conditions, **to pay the expenses required** for the exercise or defence of your rights out of court or before the relevant jurisdictions.

### 2. THE SCOPE OF OUR INTERVENTION

We cover your Legal protection in the framework of **the private practise of sports activities, except for those listed in the "WHAT WE EXCLUDE"** chapter of these General terms and conditions.

#### A. ACCIDENT PROTECTION FOR SPORTS ACTIVITIES

We cover the defence of your interests:

- **in the framework of all proceedings** aiming to recover the financial repair of your damage if you are the victim of damage to property or physical injury involving the liability of a third party,
- **before all criminal jurisdictions** if you are the defendant accused of being the perpetrator, or co-perpetrator of an offence witnessed at the time of the accident.

The coverage applies **to proceedings** consecutive to the occurrence:

- **of accidental damage that occurs during a sports activity**, whether or not it is a traffic accident,
- **of damage resulting from a theft of which you are the victim during a sports activity.**

#### B. HEALTH PROTECTION

We will act to obtain reparation of the damage suffered by you as the result of an error, omission or failure characterising the non-fulfilment of the duty of means of the Healthcare Professionals who provided your care following an illness or an Accident that occurred during a sports activity.

### 3. WHAT WE EXCLUDE

Are excluded:

- proceedings of which you had knowledge when the coverage was taken out, or when you subscribed to the contract,
- claims of which the generating event was prior to the subscription to the coverage, or to your subscription to the contract,
- proceedings taken against you for damages resulting from your civil liability,
- proceedings that may arise between you and EUROPE ASSISTANCE or you and us,
- proceedings that may arise through the service failure or fault by a travel organiser,
- proceedings resulting from crimes or offences qualified by a deliberate or intentional act,

- proceedings consecutive to driving a vehicle under the influence of alcohol, in a state of inebriety or under the influence of un-prescribed narcotics or medication, or the refusal to submit to screening,
- proceedings resulting from driving without a licence or the refusal to surrender a licence,
- proceedings resulting from a hit-and-run or the refusal to submit, claims resulting from offences sanctioned by a fixed or set fine,
- proceedings resulting from acts of civil or foreign war, riots, popular uprisings or terrorist attacks,
- proceedings concerning your private life, outside sports activities,
- proceedings outside the territorial jurisdiction of the destination zone countries selected by the Subscriber and featured in the General terms and conditions.

## 4. COVERAGE TERMS AND CONDITIONS

### A. TO BENEFIT FROM THE COVERAGE, YOUR SUBSCRIPTION MUST BE FULLY PAID UP AND THE CLAIM MUST MEET THE FOLLOWING CONDITIONS:

- the **claim** must be declared between the date the coverage takes effect and its expiry date,
- the **claim date** must be between the coverage date of effect and its expiry date,
- when the claim is the result of an Act of God or an accidental event, the date on which the generating event occurred must be **after the contractual date of effect**,
- in all other cases, the date the generating event occurred must be **one month after the coverage date of effect**.

### B. LEGAL

- For defence and proceedings, we act to defend you and/or undertake proceedings on your behalf before all territorially competent French jurisdictions.
- For your defence, we assist you before the jurisdictions in the destination zone selected by the Subscriber and featured in the Special terms and conditions.
- For proceedings only, **the principal amount of the prejudice you have suffered must at least be equal to 275 € including VAT (2013 value)**.
- The Insured party must have sufficient and necessary material proof to be able to demonstrate the reality of the prejudice suffered before the court.

## 5. FINANCIAL COVERAGE

### A. COVERED EXPENDITURE

#### In the event of a covered Claim:

- **out of court**, we will pay the fees for the experts or specialists we mandate, or that you may mandate **with our prior and formal approval, for a principle claim amount at least equal to 275 € including VAT, up to a maximum amount per claim of 1,000 € (2013 value)**.
- **in the context of legal proceedings**, we will pay, up to a maximum of **3000 € including VAT (2013 value) per Claim and contract**, whatever the number of beneficiaries:
  - the procedural costs related to the case such as bailiff costs incurred **with our prior and formal approval**,
  - taxable bailiff or court expert fees, when they are mandated in the interests of the Insured party and of which the intervention is required to continue the coverage procedure,
  - **non-taxable solicitor fees and costs**, as indicated in the “CHOICE OF A SOLICITOR” chapter below.

The costs of legal advice and procedural acts incurred before the claim was declared will not be paid unless you can prove that it was urgent to have undertaken them.

### B. EXPENDITURE NOT COVERED

The coverage does not include the amounts of any nature that you must pay or refund to the opposing party.

### C. CHOICE OF A SOLICITOR

In the event of a Claim, as in the case of a Conflict of interest between us as a result of the Claim, you are free to choose the solicitor whose intervention is needed to negotiate the case, assist you or represent you in court. The Company must be immediately notified of any change in solicitor.

You will define the solicitor's fees and costs between you.

This option to freely choose a solicitor is to your benefit as per the following alternative:

1. If you use the services of your solicitor, you pay their fees and costs directly to them. You can request us to refund the said fees and costs within the maximum limits of the

amounts defined in the “SOLICITOR FEE PAYMENT OR REFUND TABLE”, as indicated below. The compensation will then be paid within 4 weeks of the receipt of the supporting documentation for your application by our Company head office. On specific request from you, we can make the payment directly to your solicitor within the same contractual limits. In the event of the Insured party making a down payment to the solicitor, the Insurer may pay an advance on the amount of this down payment equal to half the maximum limit defined in the “SOLICITOR FEE PAYMENT OR REFUND TABLE” indicated below, the balance being paid on completion of the procedure.

**Caution: you must, failing which the contractual amounts will not be paid:**

- **obtain our explicit agreement before regularising any transactions with the opposing party,**
- **provide the paid fee invoices along with a full copy of the procedural documents and court rulings, or of the transaction agreement signed by the parties.**

2. If you wish to be assisted by the correspondent solicitor mandated by us following a written request from you, we will directly pay the fees and costs within the maximum limits defined in the “SOLICITOR FEE PAYMENT OR REFUND TABLE”, as indicated below, with all sums in excess of these amounts being due by you.

### D. CONDUCTING LEGAL PROCEEDINGS

In the event of litigation proceedings, the Insured party assisted by their solicitor will direct, manage and follow up the Claim.

### E. SOLICITOR FEE PAYMENT AND REFUND TABLE

SERVICES	Amount in € including VAT
<b>ASSISTANCE</b>	
• Expertise meeting or audience, Civil or Criminal mediation	500 € <sup>(1)</sup>
• Commission	400 € <sup>(1)</sup>
• Intervention out of court	150 € <sup>(1)</sup>
• All other interventions	200 € <sup>(3)</sup>
<b>PROCEDURES BEFORE ALL JURISDICTIONS</b>	
• Emergency proceedings as plaintiff	550 € <sup>(2)</sup>
• Emergency proceedings as defendant, Claim or Order	450 € <sup>(2)</sup>
• Highway code offenses	450 € <sup>(3)</sup>
<b>MINOR COURT PROCEEDINGS</b>	
• Justice of the peace	
– Civil proceedings	650 € <sup>(3)</sup>
– Criminal proceedings	450 € <sup>(3)</sup>
• Court of first instance	650 € <sup>(3)</sup>
• Public prosecutor	200 € <sup>(1)</sup>
• Minor criminal court, Juvenile court	500 € <sup>(3)</sup>
• Crown Court	2,000 € <sup>(3)</sup>
<b>COURT OF FIRST INSTANCE</b>	
• Criminal jurisdiction	
– with civil injury parties	850 € <sup>(3)</sup>
– without civil injury parties	650 € <sup>(3)</sup>
• Other procedures covering the substance of the case	1,200 € <sup>(3)</sup>
<b>COURT OF APPEAL</b>	
• For criminal misdemeanours or offences under the Highway Code	450 € <sup>(3)</sup>
• For criminal offences	850 € <sup>(3)</sup>
• Other cases	1,050 € <sup>(3)</sup>
<b>SUPREME COURT</b>	2,100 € <sup>(3)</sup>
<b>OTHER JURISDICTIONS</b>	650 € <sup>(3)</sup>
<b>SETTLEMENT OUT OF COURT</b>	
• Completed without the signature of a protocol	500 € <sup>(3)</sup>
• Completed and resulting in the signature of a protocol by the parties approved by L'EQUITE	1000 € <sup>(3)</sup>

<sup>(1)</sup> = per intervention. <sup>(2)</sup> = per ruling. <sup>(3)</sup> = per case.

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

## 6. HOW COVERAGE WORKS

### A. DECLARING THE CLAIM

In order for us to be able to act effectively, your declaration must be made in writing as soon as possible, either to our head office, or to the consultant insurance of which the contact details feature in the Special terms and conditions of this contract.

### B. APPLICATION OF THE COVERAGE

On receipt, your file will be processed by our Legal Protection Department as follows:

1. We will inform you of our position regarding the coverage, it being understood that we may request you to supply all documents relative to the proceedings without restriction or reserve, as well as any other additional information in your possession.

In compliance with the terms of article L 127-7 of the French Insurance Code, we have a duty of professional secrecy.

2. We will give our opinion of the interest in negotiating a compromise or undertaking legal proceedings, both as a plaintiff and a defendant. Disagreements in these matters are settled using the procedure defined in the "ARBITRATION" chapter.

### C. MULTIPLE COVERAGE

If you are covered for the risks that are the subject of this contract by another policy, you must inform us of the fact at the latest when declaring the claim.

It is agreed that you can make the claim to the insurer of your choice.

The coverage provided by policies contracted without fraud produces its effects within the defined contractual limits.

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

### D. EXECUTION OF COURT RULINGS AND SUBROGATION

In the framework of our coverage, we will pay for the enforcement procedure by bailiffs of the court ruling in your favour, except for the costs listed in the "COSTS NOT COVERED" chapter. When the opposing party is sentenced to pay costs, we are subrogated in your rights up to the amount of our expenditure.

When you are awarded procedural compensation under the terms of article 700 of the French Civil Procedure Code, article 475-1 or 800-1 and 800-2 of the French Criminal Procedure Code, or article L 761-1 of the French Administrative Justice Code, we are subrogated in your rights within the limits of our coverage, minus the fees and costs that remained at your expense.

### E. LOSS OF COVERAGE

Your right to coverage can be withdrawn if you are found to be in bad faith, or if you are found to have made false statements covering the facts or events composing the claim, or more generally concerning any element that may be used to resolve 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 us as to the measures to take to settle the dispute which is the subject of the covered claim, you may request that this difficulty be submitted to the arbitration of an arbitrator appointed by both parties, or, failing this, by the President of the Court of First Instance in the context of an emergency procedure.

The costs incurred for this option will be paid by us, unless the President of the Court of First Instance decides otherwise considering the abusive nature of your request.

If, against our advice and that of the arbitrator, you undertake legal proceedings at your expense and obtain a more favourable result than we proposed, we undertake, in the framework of our coverage, to pay the court and solicitor costs you incurred, in compliance with the "FINANCIAL COVERAGE" article.

However, in order to facilitate the management of this agreement we undertake to:

- agree with your choice of arbitrator subject to the said arbitrator being accredited to provide legal advice,
- accept, if you agree, the said arbitrator's solution.

In this case, the arbitrator fees will be paid by the Company, within the contractual limits of the "SOLICITOR FEE PAYMENT AND REFUND TABLE" for "ASSISTANCE - CIVIL MEDIATION".

### G. CONFLICTS OF INTEREST

If, when the claim is declared, or during the procedures to settle the claim, it appears that there is a conflict of interest between you and us, in particular when the third party you are claiming against is insured by us, the terms of the "CHOICE OF SOLICITOR" chapter will apply.

## SPORTS AND LEISURE COVERAGE

### DEFINITION

#### Sports or leisure activities

Any amateur practise of a sport or leisure activity during a trip of which the type and duration are indicated in the "WHICH TRIPS ARE COVERED?" chapter.

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

- any professional trials, competitions or courses organised by a sports organisation, non-profit organisation or sports federation,
- any training with the purpose of preparing one or more sports trials or competitions as a professional participant.

## 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 will refund the amounts already paid for set price sports or leisure activities that have not been used (**not including transport**), **within the limits defined in the Table of Coverage Amounts** and prorata temporis, when you must interrupt these activities for one of the following reasons:

- transport/repatriation as defined in these General terms and conditions,
- a sporting accident that, in the opinion of a qualified 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 preventing you from practising the planned activity during your stay subject to the interruption of the activity being in excess of 3 consecutive days.

Special case of mountain skiing: mechanical ski lift season tickets and skiing lessons paid by you during your trip are considered to be a single set price activity.

#### B. HOW MUCH IS OUR COVERAGE?

The compensation is:

- proportional to the number of days of unused set price sports or leisure activities,
- due on the day following the complete halt of the covered activities,
- calculated on the basis of the total set price activity price per person, accompanied by the original invoices, and **within the maximum limits of the amount indicated in the Table of Coverage**.

Are not included in the calculation of the compensation: administrative fees, visa fees, insurance fees, gratuities, or the refunds or compensation granted by the organisation from which you purchased your set price activities.

## ACCIDENTAL DAMAGE TO SPORTS EQUIPMENT

### 1. WHAT WE COVER

We cover all equipment purchased from AU VIEUX CAMPEUR stores for the risks listed below and for a period of 12 months starting from the AU VIEUX CAMPEUR card validity date, **within the limits of the amounts defined in the Table of Coverage Amounts** and when it is in use:

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

#### A. CALCULATION OF THE COVERED AMOUNT

The covered amount depends on the value of the equipment purchased in the AU VIEUX CAMPEUR stores, **without exceeding the amount indicated in the Table of Coverage Amounts** per event and/or per year of insurance.

In the event of total 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:

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

## B. EXCLUSIONS SPECIFIC TO EQUIPMENT DAMAGE

Are not covered:

- the theft of all the equipment,
- all equipment located in the Insured party's Residence.

## 2. WHAT WE EXCLUDE

In addition to the general exclusions featuring in the "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT" section in the "CONTRACT FRAMEWORK" chapter, the following are excluded:

- the theft of property left unattended in a public area or stored on premises made available to share between several people,
- the destruction of equipment contained in a vehicle and its boot,
- mislaying, loss (except by a transport company), exchange,
- theft without break-in in the absence of a complaint made to and reported by the authorities (police, transport company, purser, etc.)
- theft by your staff in the exercise of its function,
- accidental damage due to the leakage of liquids, fatty, colouring or corrosive materials contained in your baggage
- confiscation of goods by the authorities (customs, police),
- damage caused by mites and/or rodents as well as by cigarettes or by a non-incandescent heat source,
- theft from a convertible and/or estate vehicle or any other vehicle without a boot,
- sales representative collections or samples,
- breakage of fragile items such as those made from porcelain, glass, ivory, pottery, marble,
- indirect damage such as loss of value and loss of use.
- damage resulting from earthquakes, volcanic eruptions, tidal waves or other cataclysms, flooding, unless these events are declared as natural disasters by the authorities (Ministerial order in France),
- the consequences of use non-compliant with manufacturer instructions,
- damage caused to the equipment during its repair, maintenance, refurbishment,
- damage resulting from a defect inherent to the equipment or from its normal wear and tear,
- damage resulting from your characterised negligence,
- deteriorations caused by scratches, tears or stains,
- theft by the insured persons or members of your family (ascendants, descendants, spouse),
- damage caused by accidents due to smoking,
- motorised land vehicles and their accessories, caravans and trailers,
- sail or motor-powered leisure boats, including jet skis,
- aircraft (including delta wings, hang gliders, gliders), whether approved or not,
- the cases, boxes, bags, covers or carryalls enclosing the sports equipment,
- mobile phones,
- spectacles (lenses and frames), contact lenses, all types of prosthesis and medical equipment,
- computer equipment.

## 3. HOW MUCH IS OUR COVERAGE?

The amount featured in the Table of Coverage Amounts is the maximum refund for all Claims in the coverage period. The Excess amount indicated in the Table of Coverage Amounts will be withheld per Claim.

## 4. HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated based on the replacement value by equivalent objects of the same type, after deduction of Wear and Obsolescence.

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

## 5. WHICH DOCUMENTS SHOULD BE PROVIDED WITH THE CLAIM?

Your claim declaration must be accompanied by the notices of reserves made to the transporter (sea, air, rail, road) when the sports equipment has been damaged while it was in the legal custody of the transporter, along with the baggage registration ticket.

For the "equipment damage" coverage, the insured party must provide the Insurer:

- a letter explaining the type and circumstances of the Claim, as well as witness statements,
- an inventory of the damaged items with their respective valuation,
- a purchase invoice or till receipt from an "AU VIEUX CAMPEUR" store.

**In the event of the failure to present these documents, we will be entitled to claim compensation from you for the amount of the resulting prejudice to us. The coverage amounts cannot be considered as a proof of the value of the property you are claiming compensation for, nor can they be considered the proof of the existence of the said property.**

**It is your responsibility to prove the existence and value of the property at the time of the Claim, by any means and documents at your disposal.**

## ASSISTANCE SERVICES

### WHAT WE COVER

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

##### 1. TRANSPORT/REPATRIATION

If you fall ill or are injured during the course of 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 place of 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 1<sup>st</sup> class, 1<sup>st</sup> class sleeper, or sleeper train), by airline or by medical air transport. Similarly, depending on strict medical requirements, and following a decision by our medical doctors, We may, in some situations trigger and organise your transport to a medical centre close by first, before your return to a structure close to your place of Residence can be envisaged.

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

##### IMPORTANT

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

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

##### 2. RETURN OF INSURED FAMILY MEMBERS OR AN INSURED ACCOMPANYING PERSON

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

This transport will be:

- either with you,
- or individual.

We will cover the transport of this policy holder by train in 1<sup>st</sup> class, or by plane in economy class, as well as taxi costs on departure, so that they can travel from the trip 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 Insured party for the refund of medical, pharmaceutical and hospital costs incurred in France, including the French hospitalisation set price, made necessary by a covered accident, for the maximum amount defined in the Table of Coverage Amounts. The coverage will always be complementary to the same type of services or indemnities paid by the Social Security or any other collective health insurance organisation, including mandatory private health insurance, or by an insurance contract similar to this one, without

it being possible for the Insured party to receive a total amount in excess of their actual expenditure, subject to applicable and legislative rules on the subject.

**Considering the above, the Insurer will not take action if the costs and/or care is not covered by Social Security.**

#### **4. ADDITIONAL REFUND OF MEDICAL COSTS (FOREIGN COUNTRIES ONLY)**

**To benefit from these refunds, it is mandatory that you have social security cover or other health insurance cover, and, on return to your Country of residence or on site, carry out all the formalities required to recover these costs from the organisations in question and that you send us the supporting documents listed below.**

In the context of this service, please remember that "France" means continental France, Monaco, and the DROMs. Insured parties residing in a DROM will not, therefore, be considered to be travelling abroad when they travel to continental France or Monaco, and vice versa.

Before travelling Abroad, we recommend you take the forms for the length and type of trip you are going on, as well as for the country you are travelling to (for the European Economic Area and Switzerland apply for the 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 are for healthcare received in a foreign country, resulting from an illness or injury that occurred in a Foreign country:

- medical fees,
- cost of medication prescribed by a doctor or surgeon,
- ambulance or taxi costs ordered by a doctor for a local trip in a Foreign country,
- hospitalisation costs when you are considered unable to be transported by decision of our doctors, made after information was collected from the local doctor. The additional refund of these hospitalisation costs ends on the day we are able to transport you, even if you decide to remain on site,
- dental emergency **within the limits of the amounts defined in the Table of Coverage Amounts.**

##### **Payment amounts and procedure:**

We refund you the amount of medical costs incurred in a foreign country remaining due by you after payments made by Social Security, mandatory private health insurance and/or any other health insurance organisation, **up to the amounts indicated in the Table of Coverage Amounts. An Excess, of which the amount is defined in the Table of Coverage Amounts,** is applied in all cases per Insured party and for the duration of the contract.

To this effect, You (or your beneficiaries) undertake, on your return to your Country of residence, or on site, to carry out all formalities required to recover these costs from the relevant organisations, and to send us the following documents:

- the original statements from the social security and/or other health insurance organisations proving the amounts of the refunds obtained,
- photocopies of healthcare invoices proving the costs incurred.

Failing this, we will be unable to proceed with the refund.

If the Social Security and/or organisations you contribute to for healthcare do not refund the incurred medical expenses, we will refund you **up to the maximum amounts indicated in the Table of Coverage Amounts,** for the duration of the contract, subject to you first sending us the original healthcare invoices and a certificate proving that the social security, mandatory private health insurance or any other health insurance organisation will not cover the costs.

#### **ASSISTANCE IN THE EVENT OF DEATH DURING A COVERED ACTIVITY**

##### **CORPSE TRANSPORT AND CASKET COSTS FOR A DECEASED INSURED PARTY**

Insured party deceased during a covered Activity: we will organise and cover the cost of the transport of the Insured party's corpse to the funeral location in their country of Residence. We will also cover all the costs required for preparation and other specific transport costs only, all other costs being excluded.

Furthermore, we will participate in the casket or urn costs that the family will purchase

from the funeral contractor of their choice, **up to the limit of the amount indicated in the Table of Coverage Amounts,** when the original invoice is provided to us.

Other costs (in particular, ceremony, local transport, burial costs) are at the family's expense.

#### **SEARCH, RESCUE AND EVACUATION COSTS**

Up to the amount indicated in the Table of Coverage Amounts, the Insurer covers the payment or refund of operations carried out by emergency services, police or assimilated bodies, specially mobilised for search and rescue operations involving an Insured party in a location devoid of other resources than those available to specialised search and rescue teams.

The costs of transporting victims of accidents to the nearest hospital (hospital or clinic) can be incurred:

- either by emergency services,
- or, in extreme cases, by the victims themselves and/or the person giving assistance.

The coverage especially includes transport costs:

- on the one hand, from the site of the Accident to the nearest hospital establishment,
- on the other hand, from the hospital establishment or location the Insured party was staying at before their accident.

Depending on the distance, according to the prices applied by Social Security, and in addition to the payment of all mandatory health insurance programmes.

**The coverage does not include:**

- **operations which are not triggered as a result of an Accident, a search, an evacuation on health grounds, or imposed for the safety of persons,**
- **for persons of which the activity at the origin of the operations was for profit purposes.**

**The costs of search and rescue or evacuation that are not the result of an accident or the endangerment of the insured party's own life will not be subject to any refunds.**

#### **WHAT WE EXCLUDE**

**Under no circumstances can we be a substitute for local emergency services.**

In addition to the general exclusions featuring in the "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT" section in the "CONTRACT FRAMEWORK" chapter, the following are excluded:

- exposure to infectious biological agents released intentionally or accidentally, to chemical agents such as weapons grade gases, incapacitating agents, neurotoxic agents or agents with persistent neurotoxic effects,
- the consequences of your own intentional acts, fraudulent acts, attempted suicide or suicide,
- pre-existing states of health and/or illnesses and/or injuries that were diagnosed and/or treated which were the cause of a continuous admission to hospital, outpatient care, or day care during the 6 months preceding any request, whether for the appearance or worsening of the said condition,
- costs incurred without our agreement, or not explicitly mentioned in these contractual General terms and conditions,
- costs not supported by original documents,
- claims occurring in countries excluded from the coverage, or outside the contract dates of validity, in particular beyond the planned duration of the trip to a Foreign country,
- the consequences of incidents that occur during motorised heats, races or competitions (or their trials) subject to prior authorisation from the public authorities under applicable legislation, when you take part as a contestant, or during trials on a circuit subject to the prior approval of public authorities, even if you use your own vehicle,
- trips undertaken for the purpose of obtaining a medical diagnosis and/or treatment, or plastic surgery, their consequences and the resulting costs,
- the organisation and payment of transport defined in the "TRANSPORT/REPATRIATION" section for benign disorders that can be treated locally and do not prevent you from continuing your trip,
- requests for assistance in relation to medically assisted procreation or abortion, their consequences and the resulting costs,
- requests relative to surrogate procreation or pregnancy, their

- consequences and the resulting costs,
- medical devices and prostheses (dental, hearing, medical),
- spa treatments, their consequences and the resulting costs,
- scheduled admissions to hospital, their consequences and the resulting costs,
- optical costs (spectacles and contact lenses for example),
- vaccinations and vaccination costs,
- medical check-ups, their consequences and the resulting costs,
- aesthetic operations, their possible consequences and the resulting costs,
- stays in rest homes, their consequences and resulting costs,
- rehabilitation, physiotherapy, chiropraxis, their consequences and the resulting costs,
- healthcare or paramedical care and the purchase of products of which the therapeutic nature is not recognised by French legislation, and the associated costs,
- preventive screening, regular analyses or treatments, their consequences and the resulting costs,
- the organisation of search and rescue operations,
- costs relative to excess baggage during air transport and the cost of transporting baggage when it cannot be transported with you,
- trip cancellation costs,
- restaurant costs,
- customs duties.

## FRAMEWORK OF THE CONTRACT

This contract is governed by French law.

### 1. DATE OF EFFECT AND DURATION

The coverage subscribed by the Insured parties come into effect on the date indicated either on the card, or opposite the thumbnails corresponding to the purchase amount, and is valid 12 months starting from the issue date and cannot, under any circumstances, be renewed automatically. The contract's assistance services and insurance coverage apply worldwide for any travel to a Foreign country not exceeding 90 consecutive days.

### 2. CANCELLATION IN THE EVENT OF MULTIPLE INSURANCE POLICIES

In compliance with article L 112-10 of the French Insurance Code, Insured parties who take out an insurance policy for non-professional purposes and who can prove that they have prior coverage for one of the risks covered by this new contract, may cancel this new contract without any costs or penalties, as long as it has not been fully performed or the Insured party has not made any claims, within the limit of 14 calendar days from the signature of the new contract.

This cancellation is to be notified in writing to the following address:

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

The insurer will refund the premium paid by the Insured party within 30 days of the cancellation unless a claim involving the contractual coverage occurs during the cancellation period.

### 3. HOW IS THE EXPERTISE OF THE DAMAGE TO PROPERTY COVERED BY THE INSURANCE CARRIED OUT?

If the damage cannot be assessed between the parties, it will be assessed by a mandatory amiable expertise, subject to our respective rights.

We each choose our expert. If these experts disagree with each other, they call on the services of a 3<sup>rd</sup> expert and all 3 work together towards a majority vote.

Failing the appointment of an expert by either one of us, or by the 2 experts to agree on the appointment of a 3<sup>rd</sup> expert, the appointment will be made by the President of the Court of First Instance of the location of the Claim. This appointment is made by the signature of a request by one of us, the one who failed to sign being invited to the expertise by registered letter.

Both parties pay the fees and costs of their expert and, when applicable, half the fees and costs of the 3<sup>rd</sup> expert.

### 4. HOW LONG WILL IT TAKE FOR YOU TO BE COMPENSATED?

Payment will be made within 5 days of the agreement between us or following the court ruling.

## 5. WHAT ARE THE LIMITS IN THE EVENT OF A FORCE MAJEURE OR OTHER ASSIMILATED EVENT?

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 delivery of services resulting from force majeure events or events such as:

- civil or foreign wars, widespread political instability, popular uprisings, riots, acts of terrorism or reprisals,
- recommendations issued by the W.H.O. or national or international authorities, or the restriction to the free movement of people and property whatever the reason, and in particular for reasons of health, security, weather, the limitation or prohibition of air traffic,
- strikes, explosions, natural disasters, the disintegration of the atomic nucleus, or any radiation from a radioactive energy source,
- delays and/or the impossibility of obtaining administrative documents such as entry and exit visas, passports, etc. required for your transport within or from the country you are in, or at your entry to the country recommended by our doctors to be admitted to hospital,
- the use of local public services or actors we have a duty to use under local and/or international regulations,
- the non-existence or unavailability of the technical or human resources suitable for transport (including the refusal to act).

## 6. EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (in particular airlines), are likely to impose restrictions on people suffering from certain pathologies, or pregnant women, which are applicable up till the start of the transport, which may be modified without notice (for example for airlines: medical examination, medical certificate, etc.).

As a result, these persons can only be repatriated subject to the acceptance of the transporter and, of course, in the absence of unfavourable medical advice (as defined and following the procedure in the "TRANSPORT AND REPATRIATION" section) considering the health of the Insured party or the child to be born.

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

The general contractual exclusions are those common to all the insurance coverage and assistance services described in these general terms and conditions. Are excluded:

- civil or foreign wars, riots, popular uprisings,
- the deliberate participation of the Insured party in riots, strikes, brawls or aggressions,
- the consequences of the decomposition of the atomic nucleus or any radiation from a radioactive energy source,
- radiation from the subject of a waiver: earthquakes, volcanic eruptions, tidal waves, flooding or a natural disaster except in the framework of the French 13th July 1982 Act n° 82-600 covering the compensation of victims of natural disasters (for insurance coverage),
- the consequences of the use of medication, drugs, narcotics and assimilated unprescribed products, and the abuse of alcohol,
- any of your deliberate acts that may trigger the contractual coverage.

## 8. SUBROGATION

After having incurred costs in the context of our insurance coverage and/or assistance services, except for those paid under the "PERSONAL TRAVEL ACCIDENT" cover, we are subrogated in the rights and proceedings you may have against third parties liable for the Claim, as defined by article L 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the costs we incurred in the performance of this contract.

## 9. WHAT ARE THE STATUTES OF LIMITATION?

**Article L 114-1 of the French Insurance Code:**

All proceedings derived from an insurance contract are subject to a statute of limitations of 2 years starting from the originating event. However, this deadline does not run:

1. If information is withheld, in the case of omissions, false or incorrect declarations on the risks involved, from the date the insurer became aware of the fact,
2. In the event of a claim, from the date the persons involved became aware of it if they can prove that they were not aware beforehand. When the Insured party's proceedings result in proceedings by a third party, the statute of limitations only runs from the moment the third party initiated proceedings against the Insured party or was compensated by the latter.

### Article 114-2 of the French Insurance Code:

The statute of limitations is interrupted by any of the ordinary causes of interruption and by the appointment of experts following a claim. The statute of limitations for the proceedings can, furthermore, be the result of the sending of a registered letter with acknowledgement of receipt sent by the insurer to the insured party concerning proceedings to collect the premium, and by the Insured party to the insurer concerning the payment of compensation.

### Article 114-3 of the French Insurance Code

By waiver of article 2254 of the French Civil Code, the parties to an insurance contract may not, even if they mutually agree to, alter the conditions of the suspension or interruption of the statute of limitations.

The ordinary causes of the interruption of the statute of limitations are defined in Articles 2240 to 2246 of the French Civil Code; the acknowledgement of the debtor of the right against which they applied for the statute of limitations (article 2240 of the French Civil Code), legal proceedings (articles 2241 to 2243 of the French Civil Code), a forced performance (articles 2244 to 2246 of the French Civil Code).

## 10. COMPLAINTS

EUROP ASSISTANCE has elected domicile at its registered offices.

In the event of a complaint or a dispute, you can contact the EUROP ASSISTANCE "Service Remontées Clients", 1, Promenade de la Bonnette, 92633 Gennevilliers Cedex – France. If the processing time exceeds 10 working days, a letter will be sent to you within this period. A written response to the complaint will be sent at the maximum 2 months after the initial complaint was received.

## 11. CONTROLLING AUTHORITY

The controlling authority is l'Autorité de Contrôle Prudentiel et de Résolution – A.C.P.R. – 61, rue Taitbout, 75436 Paris Cedex 09 – France.

## 12. DATA PRIVACY

All information collected by EUROP ASSISTANCE FRANCE, 1, promenade de la Bonnette 92633 Gennevilliers Cedex, at the time of subscription to one of its services and/or the provision of the services, is required to be able perform the commitments we have to you. Failing the supply of the requested information, EUROP ASSISTANCE FRANCE will be unable to provide the service you wish to subscribe to.

This information is reserved for use by the EUROP ASSISTANCE FRANCE departments in charge of your contract and may be communicated to EUROP ASSISTANCE Group contractors, subcontractors or partners for the sole purpose of providing the service under this coverage.

EUROP ASSISTANCE FRANCE also reserves the right to use your personal data for quality monitoring or statistical purposes. You are also hereby informed that your personal data can be the subject of processing in the context of insurance fraud detection systems, which may lead to your inclusion on a list of persons constituting a risk of fraud.

Furthermore, in order to fulfil its legal and regulatory duties, EUROP ASSISTANCE FRANCE may communicate information to legally authorised administrative or judicial authorities.

After proving your identity, you have a right to access, modify, correct and delete your personal data by writing to:

**EUROP FRANCE ASSISTANCE  
Service remontées clients**

**1, promenade de la Bonnette – 92633 Gennevilliers Cedex – France**

EUROP ASSISTANCE FRANCE hereby informs you, in compliance with the French 17th March 2014 Act n° 2014-344, that if you do not wish to be the subject of phone prospecting by a professional with which you have no pre-existing relationship, you can register on the list of people who reject phone prospecting, either by letter or by email to:

**SOCIÉTÉ OPPOSETEL – SERVICE BLOCTEL  
6, rue Nicolas Siret – 10000 Troyes – France  
[www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)**

If, for the purposes of providing a requested service, your personal data is transferred outside the European Union, EUROP ASSISTANCE FRANCE will take the contractual measures required with the recipients to secure the transfer.

Furthermore, you are hereby informed that the phone conversations you may have with EUROP ASSISTANCE FRANCE may be recorded for the purposes of quality control and staff training. These conversations are kept for 2 months from the date of their recording. You may refuse this by making your refusal known to your contact.



**14, rue de Clichy – 75009 Paris – France**

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