

GENERAL & SPECIAL  
CONDITIONS

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# SANITARY PROTECTION INSURANCE

## CONTENTS

TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS).....	2
EFFECTIVE DATES AND DURATION OF COVER .....	3
THE INSURANCE AND ASSISTANCE IN GENERAL .....	4
GENERAL PROVISIONS OF INSURANCE .....	12
CANCELLATION OF THE TRIP.....	12
INTERRUPTION OF THE TRIP .....	14
GENERAL PROVISIONS OF ASSISTANCE.....	14
ASSISTANCE REPATRIATION.....	14

**In case of legal problems with this contract, only the French version will be taken into consideration.**

**POLICY No. ....**

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SANITARY PROTECTION CANCELLATION

SANITARY PROTECTION CANCELLATION & ASSISTANCE

HOTEL EXPENSES €150 FOLLOWING QUARANTINE OPTION

HOTEL EXPENSES €300 FOLLOWING QUARANTINE OPTION

THE ADMINISTRATIVE MANAGEMENT OF THIS CONTRACT HAS BEEN ENTRUSTED TO ASSUREVER, INSURANCE BROKER, REGISTERED WITH ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

**ASSUREVER LEGAL MENTIONS:** [https://public.assurever.com/Mentions\\_legales.jpg](https://public.assurever.com/Mentions_legales.jpg).

ASSUREVER IS SUBJECT THE SUPERVISION OF THE FRENCH PRUDENTIAL CONTROL AUTHORITY (ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

THE COVERAGE PROVIDED BY YOUR CONTRACT, WITH THE EXCEPTION OF ASSISTANCE SERVICES, IS GOVERNED BY THE FRENCH INSURANCE CODE.

YOUR CONTRACT INCLUDES THE PRESENT GENERAL TERMS AND CONDITIONS, COMPLETED BY YOUR SUBSCRIPTION CERTIFICATE. AMONG THE COVERAGE DESCRIBED HEREAFTER, THE COVERAGE YOU HAVE PERSONALLY SELECTED IS INDICATED IN YOUR SUBSCRIPTION CERTIFICATE, ACCORDING TO THE FORMULA TO WHICH YOU HAVE SUBSCRIBED AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

**PLEASE READ YOUR GENERAL TERMS AND CONDITIONS CAREFULLY. THESE INDICATE OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND PROVIDE ANSWERS TO QUESTIONS YOU MAY HAVE.**

## IMPORTANT

In the event of a Claim requiring a cancellation, you must cancel your booking with your travel operator as soon as you become aware of it.

To be entitled to the "Cancellation of trip" cover or any of the other Insurance benefits of this policy, you must send us your notice of claim within five working days following the occurrence of the event to:

**ASSUREVER**  
Service Gestion Clients  
TSA 52216  
18039 BOURGES CEDEX  
Tél. : +33 1 73 03 41 01  
Mail : [gestion@assurever.com](mailto:gestion@assurever.com)

To be entitled to assistance cover under this policy, it is **ESSENTIAL** that you first contact the public emergency services and then contact **MUTUAIDE** Assistance prior to any intervention or personal initiative in order to obtain an incident number which will be needed for us to bear the expenses of providing assistance.

Your policy : **8916**

**MUTUAIDE** Assistance 24h/24 et 7j/7

Telephone number from France: **01 55 98 88 17**

Telephone number from abroad: **+33 1 55 98 88 17**

## TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

### SANITARY PROTECTION CANCELLATION

*This guarantee complements a Cancellation or Multi-risk formula.*

BENEFITS	AMOUNTS INCL. TAX maximum per person
<b>Cancellation of trip</b> <ul style="list-style-type: none"><li>• Serious illness in case of epidemic or pandemic</li><li>• Cancellation in the event of lack of vaccination against Covid-19</li><li>• Cancellation for refusal on boarding at the airport, train station, bus station or departure ferry terminal following a temperature check<ul style="list-style-type: none"><li>↳ Excess</li></ul></li></ul>	<ul style="list-style-type: none"><li>• €8,000 per person and €30,000 per event</li><li>• 10% of the amount of cover with a minimum of €50 per person</li></ul>

## SANITARY PROTECTION CANCELLATION & ASSISTANCE

This guarantee complements a Multi-risk formula.

BENEFITS	AMOUNTS INCL. TAX maximum per person
<p><b>Cancellation of trip</b></p> <ul style="list-style-type: none"> <li>• Serious illness in case of epidemic or pandemic</li> <li>• Cancellation in the event of lack of vaccination against Covid-19</li> <li>• Cancellation for refusal on boarding at the airport, train station, bus station or departure ferry terminal following a temperature check ↳ Excess</li> </ul>	<ul style="list-style-type: none"> <li>• €8,000 per person and €30,000 per event</li> <li>• 10% of the amount of cover with a minimum of €50 per person</li> </ul>
<p><b>Assistance Sanitary Protection</b></p> <ul style="list-style-type: none"> <li>• Pre-departure teleconsulting</li> <li>• Repatriation or sanity transport (including epidemic or pandemic)</li> <li>• Impossible return</li> <li>• Hotel expenses due to impossible return</li> <li>• Hotel expenses following quarantine                             <ul style="list-style-type: none"> <li>• Hotel expenses €150 following quarantine <b><u>if subscribe extension</u></b></li> <li>• Hotel expenses €300 following quarantine <b><u>if subscribe extension</u></b></li> </ul> </li> <li>• Medical expenses abroad including epidemic or pandemic ↳ Excess</li> <li>• Taking charge of a local telephone package</li> <li>• Psychological support</li> <li>• Substitute suitcase</li> <li>• Home help</li> <li>• Delivery of household goods</li> <li>• Psychological support following repatriation</li> </ul>	<ul style="list-style-type: none"> <li>• 1 call</li> <li>• Actual costs</li> <li>• €1,000 maximum per person and €50,000 maximum per group</li> <li>• Hotel costs €80 per night (maximum 14 nights)</li> <li>• Hotel costs €80 per night (maximum 14 nights)</li> <li>• Hotel costs €150 per night (maximum 14 nights)</li> <li>• Hotel costs €300 per night (maximum 14 nights)</li> <li>• €150,000 per person</li> <li>• €30 per person</li> <li>• Up to €80</li> <li>• 6 consultations per event</li> <li>• €100 maximum per person and €350 maximum per family</li> <li>• 15 hours spread over 4 weeks</li> <li>• 1 delivery per week (maximum 2 weeks)</li> <li>• 6 interviews per event</li> </ul>
<p><b>Interruption of trip</b></p> <ul style="list-style-type: none"> <li>• In the event of hospitalization for an epidemic / pandemic</li> <li>• In the event of forced quarantine due to an epidemic / pandemic</li> </ul>	<ul style="list-style-type: none"> <li>• Prorata temporis (excluding transport)</li> </ul>

## EFFECTIVE DATES AND DURATION OF COVER

GUARANTEE	DATE OF EFFECT	EXPIRY OF COVER
CANCELLATION OF TRIP	The date of taking out this insurance policy	The departure date
OTHER COVER	The departure date	The last day of the trip

The duration of validity of all cover corresponds to the dates as indicated in the Special Provisions up to a maximum of 366 consecutive days, with the exception of the "Cancellation of Trip" cover which takes effect on the date of taking out this insurance policy and expires as soon as the last insured benefit has commenced.

**Cover must be taken out on the date of booking the trip or at the latest on the day preceding the date of application of the cancellation penalties specified in the travel operator's schedule.**

**SANITARY PROTECTION CANCELLATION** is only valid if you have subscribed to it in addition to a "Cancellation" or "Multi-risk" formula which has at least Cancellation Insurance guarantees, and you have paid the corresponding premium.

**SANITARY PROTECTION CANCELLATION & ASSISTANCE** is only valid if you have subscribed to it in addition to a "Multi-risk" formula which has at least Cancellation Insurance guarantees and Repatriation Assistance and Medical Expenses Abroad, and you have paid the corresponding premium.

## THE INSURANCE AND ASSISTANCE IN GENERAL

**The purpose of this insurance and assistance policy is to insure the policyholder during his or her travel, subject to the terms and conditions set forth hereunder.**

As with any insurance and assistance policy, it includes both rights and obligations for both you and ourselves. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

### DEFINITIONS

#### **Abroad**

"Abroad" designates the entire world with the exception of the country of origin.

#### **Accident**

A sudden and unforeseen event causing non-intentional injury to any natural person, resulting from a sudden and external cause and preventing that person from travelling by his or her own means.

#### **Cancellation**

The full and unconditional cancellation of the trip booked by you, as a consequence of reasons and circumstances covered by us which are listed under the heading "Cancellation of Trip".

#### **Claim**

A random event which gives rise to cover under this policy.

#### **Country of origin**

Your country of origin is your country of domicile.

#### **Cruise**

Voyage for tourism on board a liner or yacht.

#### **Domicile**

The Insured Person's domicile must be in France, one of the member countries of the European Union, United Kingdom, Switzerland, Norway, Monaco, Andorra, Liechtenstein, San Marino or Gibraltar. Domicile means the Insured Person's habitual place of residence as appearing on his or her income tax declaration.

#### **Epidemic**

Abnormally high incidence of a disease during a given period and in a given region.

#### **Excess**

The sum for which you are responsible in the settlement of a claim.

#### **Flight confirmation**

The formality allowing for the validation of the ticket and the reservation of seats.  
The procedures are as defined in the operator's terms and conditions of sale.

#### **France**

"France" means mainland France, Corsica, French Overseas Departments and French Overseas Collectivities.

**Free Movement of Services (FMS)**

The operation by means of which an insurance undertaking in one member state of the European Economic Community covers, from its registered office or from a place of business situated within a member state, a risk within the territory of another member state.

**French Overseas Collectivities**

French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna, Saint-Barthélemy and Saint-Martin.

**French Overseas Departments**

Guadeloupe, French Guiana, Martinique, Mayotte and Réunion.

**Illness**

Sudden and unpredictable deterioration of health identified by a competent medical authority.

**Insured Person**

The Insured Persons, hereafter designated by the term "You", are the natural persons travelling with the Policyholder who has taken out this policy on their behalf. These persons must have booked their trip at a sales point located within the geographical area covered by the Free Movement of Services provisions.

**Insurer**

MUTUAIDE ASSISTANCE – 126 rue de la Piazza – 93196 Noisy-le-Grand Cedex – S.A. with capital of €12,558,240 fully paid – Company governed by the Insurance Code RCS 383 974 086 Bobigny – TVA FR 31 3 974 086 000 19.

**Luggage**

Travel bags, cases and trunks and their contents, excluding articles of clothing which you are wearing or carrying.

**Maximum per event**

Where the same cover operates in favour of more than one insured victim of the same event and insured under the same Special Provisions, cover is limited in all cases to the maximum under that head of cover, regardless of the number of victims. The claim will be accordingly reduced and paid in proportion to the number of victims.

**Member of the family**

A spouse, co-habitee, civil partner, ascendant or descendant relative, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece of the Insured Person or of his or her spouse and the legal guardian of the Insured Person and his or her spouse.

**Natural disaster**

A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood, typhoon, hurricane, cyclone or natural cataclysm caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

**Non-scheduled charter flight**

A non-scheduled flight carried by a tourist organisation.

**Pandemic**

Epidemic that develops over a vast territory, transcending borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

**Policyholder**

The organiser of the trip, having his or her domicile within the geographical area covered by the Free Movement of Services provisions, who takes out this policy on behalf of other beneficiaries, hereafter referred to as the Insured Persons.

**Rail ticket**

Tickets for transport by rail.

**Scheduled flight**

A planned flight by a commercial airline, the precise timetables and frequencies of which are compliant with those published in the ABC World Airways Guide.

**Serious illness**

Sudden and unpredictable deterioration of health identified by a competent medical authority leading to the prescription of medication and including the interruption of all professional or other activities.

## Special provisions

A document duly completed and signed by the Insured Person containing his or her surname and first name, address, travel dates, country of destination, period of cover, price of journey inclusive of tax, the date of the document and the insurance option taken and the corresponding premium. In the event of a claim, only insurance in respect of which the corresponding premium has been paid is taken into account.

## Spouse

Spouse means:

- a person married to the Insured Person and not legally separated;
- a person living as if married with the Insured Person, in the same household and with the same common interests as a married couple;
- the co-signatory of a civil union with the Insured Person.

## Terrorist attack

Any act of violence constituting a criminal or unlawful attack against persons and/or property in the country in which you are staying, aimed at seriously disrupting public order by intimidation and terror, and the subject of media coverage. This "terrorist attack" must be documented by the French Ministry of Foreign Affairs.

## Trip

Sea or river cruise as well as all the accompanying services (transport, pre- and post-cruise stays) booked with the voyage organiser of which the dates, destination, and costs are in the Special Conditions

## TERRITORIAL APPLICATION OF COVER

Cover applies worldwide.

**The following are excluded: countries identified by the French Ministry of Foreign Affairs as being in a state of civil or foreign warfare, known political instability, suffering reprisals, restrictions to the free movement of persons and goods for any reason whatsoever, including issues of public health and safety and meteorological conditions, countries affected by acts of terrorism, natural disasters, the release of nuclear radiation or countries undergoing any other event of force majeure.**

## HOW TO USE OUR SERVICES?

### → **DO YOU NEED ASSISTANCE?**

In the event of an emergency, it is imperative to contact the emergency services for all problems falling within their competence.

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

We will ask you for the following information:

- your surname(s) and first name(s);
- **your contract number: 8916**
- the exact location where you are, the address and telephone number where you can be reached.

You must:

- contact the assistance platform without delay at the telephone number: **01 55 98 88 17** (+ 33 1 55 98 88 17 from abroad) ;
- obtain our prior agreement before taking any initiative or incurring any expense;
- comply with the solutions we recommend;
- provide us with all the elements relating to the contract taken out;
- provide us with all the original supporting documents for the expenses for which reimbursement is requested.

**Only the phone call of the Insured at the time of the event allows the implementation of the assistance services.**

Upon receipt of the phone call, the Insurer, after verifying the claimant's rights, organizes and pays for the benefits provided for in this agreement.

To benefit from a service, the Insurer may ask the Insured to justify the capacity he invokes and to produce, at his expense, the documents and documents proving this right.

The Insured must allow our doctors access to any medical information concerning the person for whom we are intervening. This information will be treated with respect for medical secrecy.

The Insurer cannot under any circumstances replace the local emergency relief organizations and intervenes within the limits of the agreements given by the local authorities, nor bear the costs thus incurred, with the exception of the costs of transport by ambulance. or by taxi to the nearest place where appropriate care can be provided, in the event of a mild ailment or minor injuries requiring neither repatriation nor medical transport.

The interventions that the Insurer is required to carry out are carried out in full compliance with national and international laws and regulations. They are therefore linked to obtaining the necessary authorizations from the competent authorities..

When the Insurer has paid for the transport of an Insured, the latter must return his return ticket initially planned and not used.

The Insurer decides on the nature of the air ticketing made available to the Insured according to the possibilities offered by the air carriers and the duration of the journey.

### → YOU WISH TO DECLARE A CLAIM COVERED UNDER THE INSURANCE COVER?

In all cases, you or anyone acting on your behalf must contact ASSUREVER within 5 days, either by email, telephone or post:

#### **ASSUREVER**

Service Gestion Clients

TSA 52216

18039 BOURGES Cedex

Tél. : + 33 1 73 03 41 01

Mail : [gestion@assurever.com](mailto:gestion@assurever.com)

Offices open Monday to Friday from 9 a.m. to 6 p.m.

## **CUMULATION OF GUARANTEES**

If the risks covered by this contract are covered by another insurance, you must inform us of the name of the insurer with whom another insurance has been taken out (article L121-4 of the Insurance Code) as soon as this information has been provided. to your knowledge and at the latest when the claim is declared.

## **FORFEITURE OF BENEFITS AND GUARANTEE FOR FRAUDULENT DECLARATION**

In the event of a Claim or request for intervention in respect of assistance services and/or insurance guarantees (provided for in these General Provisions), if you knowingly use inaccurate documents as supporting documents or use fraudulent means or inaccurate or reticent declarations, you will be deprived of any right to the assistance services and insurance guarantees, provided for in these General Provisions, for which these declarations are required, this without prejudice to the legal proceedings that we would then be entitled to sue you.

## **WHAT ARE THE LIMITATIONS IN CASE OF FORCE MAJEURE OR OTHER SIMILAR EVENTS?**

Under no circumstances can we replace local organizations in the event of an emergency. We cannot be held responsible for any shortcomings or delays in the performance of the services resulting from cases of force majeure or events such as:

- civil or foreign wars, notorious political instability, popular movements, riots, attacks, acts of terrorism, piracy, reprisals,
- recommendations of the O.M.S. or national or international authorities or restriction on the free movement of persons and goods, whatever the reason, in particular health, safety, meteorological, limitation or prohibition of aeronautical traffic,
- strikes, explosions, pollution, natural disasters, disintegration of the atomic nucleus, or any irradiation from a source of energy presenting a character of radioactivity,
- delays and/or impossibility to obtain administrative documents such as entry and exit visas, passport, etc.; necessary for your transport inside or outside the country where you are or for your entry into the country recommended by our doctors for hospitalization,
- use of local public services or stakeholders that we are required to use under local and/or international regulations,
- non-existence or unavailability of technical or human means suitable for transport (including refusal to intervene).

## **EXCEPTIONAL CIRCUMSTANCES**

Passenger carriers (including airlines in particular) are likely to impose restrictions for people with certain pathologies or for pregnant women, applicable until the start of transport, and subject to change without notice (



and for airlines: medical examination, medical certificate, etc.). As a result, the repatriation of these people can only be carried out subject to the absence of refusal from the carrier, and of course, the absence of an unfavorable medical opinion (as provided for and according to the procedures provided for in the chapter "TRANSPORT/REPATRIATION") with regard to the health of the Insured or the unborn child.

## EXCLUSIONS COMMON TO ALL COVER

The policy's general exclusions are the exclusions common to all of the assistance benefits and the cover described in these General Provisions.

The following are exclusions:

- civil or foreign wars, riots, popular movements, attacks, acts of terrorism, hostage taking;
- the voluntary participation of an Insured Person in riots, strikes, altercations or assaults;
- the consequences of atomic radiation or any radiation from a source of energy of a radioactive nature;
- pollution, natural disasters;
- the consequences of using medicines, drugs, narcotics and similar products where not medically prescribed, and alcohol abuse;
- epidemics and pandemics, unless otherwise stipulated in the guarantee;
- any intentional act by you in order to give rise to a claim under the policy.

## CLAIMS PROCESSING

1. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or provision, information or advice is not a complaint.

For any claim on your Assistance guarantees, you can contact MUTUAIDE by calling 01 55 98 88 17.

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail to: [qualite.assistance@mutuaide.fr](mailto:qualite.assistance@mutuaide.fr) or by post to :

**MUTUAIDE ASSISTANCE**  
**Service Qualité Clients**  
**126 rue de la Piazza**  
**CS 20010**  
**93196 Noisy-le-Grand Cedex**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

2. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or provision, information or advice is not a complaint.

For any claim on your Insurance guarantees listed below, you can contact ASSUREVER by calling 01 73 03 41 01:

- Cancellation of the trip
- Interruption of trip

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail at: [reclamation@assurever.com](mailto:reclamation@assurever.com) or by mail at :

**ASSUREVER**  
**Service Réclamation**  
**TSA 52216**  
**18039 BOURGES Cedex**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

## PERSONAL DATA

The Insured acknowledges having been informed that the Insurer processes his personal data in accordance with the regulations relating to the protection of personal data in force and that moreover:

- the answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be the nullity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction indemnities (article L 113-9 of the Insurance Code);
- the processing of personal data is necessary for the subscription and execution of its contract and its guarantees, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force;
- the data collected and processed are kept for the duration necessary for the execution of the contract or the legal obligation. These data are then archived in accordance with the durations provided for by the provisions relating to the prescription;
- the recipients of the data concerning him are, within the limits of their attributions, the services of the Insurer in charge of the signing, management and execution of the Insurance contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers in the exercise of their missions.  
They can also be transmitted, if necessary, to professional organizations as well as to all persons involved in the contract such as lawyers, experts, legal assistants and ministerial officers, curators, guardians, investigators.  
Information concerning him may also be transmitted to the Subscriber, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorized to receive them as well as departments in charge of control such as statutory auditors, auditors and departments in charge of internal control);
- in its capacity as a financial institution, the Insurer is subject to the legal obligations stemming mainly from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, as such, it implements implements contract monitoring processing that may lead to the drafting of a suspicious transaction report or an asset freezing measure.  
The data and documents concerning the Insured are kept for a period of five (5) years from the closing of the contract or the termination of the relationship;
- his personal data may also be used in the context of treatment to combat insurance fraud which may lead, where appropriate, to inclusion on a list of persons presenting a risk of fraud.  
This registration may have the effect of extending the study of his file, or even the reduction or refusal of the benefit of a right, a benefit, a contract or service offered.  
In this context, personal data concerning him (or concerning persons who are parties or interested in the contract may be processed by all authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended to authorized personnel of organizations directly affected by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officers, legal officers; third-party organizations authorized by a legal provision and, where applicable, victims of acts of fraud or their representatives).  
In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the closing of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.  
For persons registered on a list of suspected fraudsters, the data concerning them are deleted after the period of 5 years from the date of registration on this list;
- in its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time of the subscription of the contract, or during its execution or within the framework of the management of litigation;
- the personal data may also be used by the Insurer in the context of the processing it implements and the purpose of which is research and development to improve the quality or relevance of its future insurance products and/or support and service offerings;
- the personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union;
- the Insured has, by proving his identity, a right of access, rectification, deletion and opposition to the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover in a structured format the data he has provided when the latter are necessary for the contract or when he has consented to the use of this data.  
He has the right to define directives relating to the fate of his personal data after his death. These guidelines, general or specific, concern the storage, erasure and communication of his data after his death.

These rights can be exercised with the Data Protection Representative of the Insurer:

By email : to the email address DRPO@MUTUAIDE.fr

or

by mail : by writing to the following address – MUTUAIDE ASSISTANCE – 126 rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex.

After having made the request to the Delegate representing data protection and not having obtained satisfaction, he has the possibility of seizing the CNIL (National Commission for Computing and Freedoms).

## SUBROGATION

The Insurer is subrogated up to the amount of the indemnities paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the facts that motivated his intervention..

When the services provided in execution of the agreement are covered in whole or in part with another company or institution, the Insurer is subrogated in the rights and actions of the Insured against this company or this institution..

## PRESCRIPTION

Pursuant to Article L 114-1 of the Insurance Code, any action deriving from this contract is time-barred two years from the event giving rise thereto. This period is extended to ten years for death guarantees, the actions of the beneficiaries being prescribed no later than thirty years from this event.

However, this period does not run:

- in the event of reluctance, omission, false or inaccurate declaration on the risk incurred, only from the day on which the Insurer became aware of it;
- in the event of a claim, only from the day the interested parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is caused by the recourse of a third party, this limitation period only runs from the day on which this third party took legal action against the Insured or was compensated by this last.

This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he prescribed (article 2240 of the Civil Code);
- a legal action, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before an incompetent court or when the act of referral to the court is canceled as a result of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the plaintiff withdraws his request or allows the proceedings to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

You are reminded that:

- The interpellation made to one of the joint and several debtors by a legal action or by an act of forced execution or the recognition by the debtor of the right of the one against whom he prescribed interrupts the limitation period against all the others, even against their heirs.
- On the other hand, the interpellation made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage debt, if the obligation is divisible. This interpellation or this acknowledgment only interrupts the limitation period, with regard to the other co-debtors, for the part for which this heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to interpellate all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The interpellation made to the principal debtor or his recognition interrupts the limitation period against the surety (article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- appointment of an expert following a claim;
- the sending of a registered letter with acknowledgment of receipt (addressed by the Insurer to the Insured as regards the action for payment of the premium, and addressed by the Insured to the Insurer as regards the settlement of the claim indemnity).

## SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and settlement of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent court of the domicile of the Insured in accordance with the provisions set out in article R 114-1 of the Insurance Code.

## FALSE STATEMENTS

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

- **any reluctance or intentionally false statement on your part will invalidate the contract. The premiums paid remain with us and we will be entitled to demand payment of the premiums due, as provided for in article L113-8 of the Insurance Code,**
- **any omission or misrepresentation on your part, for which bad faith has not been established, will result in the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in compensation in accordance with the article L113-9 of the Insurance Code.**

## CONTROL AUTHORITY

The authority responsible for monitoring MUTUAIDE Assistance is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92459 – 75436 Paris Cedex 9.

## EXERCISE OF THE RIGHT OF RENUNCIATION PROVIDED FOR IN ARTICLE L.112-10 OF THE INSURANCE CODE (HAMON LAW)

In the context of optional guarantees, you are invited to check that you are not already the beneficiary of a guarantee covering one of the claims covered by the new contract. If this is the case, you have the right to waive this contract for a period of 30 (calendar) days from its conclusion, without costs or penalties, if all the following conditions are met:

- you have taken out this contract for non-professional purposes;
- this contract comes in addition to the purchase of a good or service sold by a supplier;
- the contract you wish to waive has not been fully executed;
- you have not declared any loss covered by this contract.

In this situation, you can exercise your right to waive this contract by letter or any other durable medium addressed to the insurer of the new contract. The insurer is required to reimburse you for the premium paid, within 30 days of your waiver.

*« I, the undersigned Mr/Mrs.....residing ..... waive my contract No.....subscribed to ....., in accordance with article L 112-10 of the Insurance Code. I certify that I am not aware, on the date of sending this letter, of any claim involving a guarantee of the contract. »*

If you wish to waive your contract but you do not meet all of the above conditions, check the terms of waiver provided for in your contract.

## APPLICABLE LAW AND JURISDICTION

This contract is governed by French law. The contracting parties declare that they submit to the jurisdiction of the French courts and waive any proceedings in any other country.

## LANGUAGE USED

The language used in the context of pre-contractual and contractual relations is the French language.

## POLICY

The insurance and assistance guarantees stipulated in this document are taken out with MUTUAIDE ASSISTANCE, under the number 8916.

## GENERAL PROVISIONS OF INSURANCE

### CANCELLATION OF THE TRIP

#### *Sanitary Protection Cancellation – Sanitary Protection Cancellation & Assistance*

The guarantee is acquired for the reasons and circumstances listed below, excluding all other reasons and circumstances and within the limit indicated in the List of Guarantees:

- **Serious illness following an epidemic or pandemic, Serious bodily injury or death:**
  - of yourself, of your partner or spouse (legal or de facto), of your ascendant or descendant, of your legal guardian or of any other person within your household;
  - of your brother, of your sister, of your children including those of your partner or spouse (legal or de facto), one of your direct ascendant, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law;
  - of your professional work replacement;
  - of the person responsible, during your trip, for looking after your legally-dependent children or for the care of a disabled person living in the same household as you, provided there is hospitalization for more than 48 hours or death;
  - of the person accompanying you during your trip, provided that their first and last name have been indicated under the same special conditions as you and that they have paid the insurance premium.
  
- **Lack of vaccination against Covid 19**
  - ✓ when at the time of subscription to this contract, the country of destination did not impose vaccination against Covid-19 to return to its territory but when you leave it imposes it:
  - and that you are no longer within the time required to carry out this vaccination allowing you to travel,
  - or that you cannot proceed with this vaccination, following a medical contraindication to vaccination.
  
- **Refusal of boarding at the airport, trains station, bus station or ferry terminal of departure following a temperature check organized by the health authorities of the country of departure or the transport company with which you are travelling.**

Proof issued by the transport company that refused you boarding, or by the health authorities of the country of departure, must imperatively be sent to us; in the absence of this proof, no compensation will be possible.

**It is up to you to establish the reality of the situation entitling you to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

### THE AMOUNT OF THE GUARANTEE

We will reimburse you the deposit or any sum retained by the travel organizer, and according to the conditions of sale of the trip (**excluding the booking fee, the insurance premium and after deduction of the airport taxes reimbursed to you by the carrier**), when you are obliged to cancel your trip before departure.

You are reminded that airport taxes, included in the price of the ticket, are charges which are payable in relation to the actual embarkation of the passenger and that the airport company is obliged to reimburse you for these amounts when you have not boarded. You must consult the general conditions of sale or transport in order to find out how these taxes are refunded (art. L 113-8 of the French Consumer Code).

### WITHIN WHAT TIME LIMIT DO YOU HAVE TO DECLARE THE CLAIM ?

#### **Two steps**

1/ From the first symptoms of the illness, you must IMMEDIATELY notify your travel agency.

**If you cancel the trip at a later date with your travel agency, we will refund only the cancellation charges incurred on the date of the event, confirmed by a competent medical authority and in accordance with the cancellation conditions of your travel agency's special terms and conditions of sale.**

2/ However, you should file your claim with ASSUEREVER within five working days following the event covered.

### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?

#### **Your written claim must be accompanied by/**

- A medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness,
- in the event of death, a certificate and civil status record,

- in other cases, any acknowledgment justifying the reason for your cancellation.

**You must provide ASSUREVER with the documents and medical information required to process your claim, which includes the medical questionnaire to be completed by your doctor and the completed claim form provided by our service.**

**Your health documents and information must be obtained from your personal doctor before sending them to ASSUREVER.**

**You will also have to provide any information or documents requested to support the grounds of your cancellation:**

- ✓ photocopies of all medical prescriptions together with pharmacy receipts, results of tests and/or examinations and all other documents justifying their request or execution,
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice to your travel agency and the cancellation invoice issued by your travel agency,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible and any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; without this proof, no compensation will be possible),
- ✓ and any other necessary documents.

**Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Therefore, if you object without legitimate reason, you will lose your warranty rights.**

## WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility to leave due to border closures, material organization, accommodation conditions or security at the destination.

In addition to the exclusions common to all guarantees are also excluded:

- an event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of the insurance contract,
- all circumstances affecting only your personal comfort,
- complications of pregnancy beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- forgetting to be vaccinated,
- default of any kind, including financial default, by the carrier making it impossible to perform its contractual obligations,
- the lack or excess of snow cover,
- any medical event whose diagnosis, symptoms or cause are of a psychic, psychological or psychiatric nature, and which has not resulted in hospitalization for more than 3 consecutive days after the subscription of the present Contract,
- the consequences of criminal proceedings against you,
- any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip,
- any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract,
- the absence of randomness,
- an intentional and/or wrongful act reprehensible by law,
- the consequences of alcoholic states and the use of drugs, any narcotic substances mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- a negligent act on your part,
- any event for which the tour operator may be responsible in application of the Tourism Code in force,
- failure, for any reason whatsoever, to present documents essential for the trip, such as passport, identity card, visa, travel documents, vaccination record.

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## INTERRUPTION OF THE TRIP

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### *Sanitary Protection Cancellation & Assistance*

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#### **COSTS OF INTERRUPTION OF TRIP**

If you, your family members traveling with you or a participant under this contract accompanying you, are forced to interrupt your trip in the event of :

- hospitalization for an epidemic / pandemic;
- forced quarantine due to an epidemic / pandemic.

We will reimburse a prorata of the costs of the trip already paid and not used (**not including transport**) with effect from the date following the event of an epidemic or pandemic where you have had to interrupt your trip owing to reasons mentioned above.

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## GENERAL PROVISIONS OF ASSISTANCE

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**Repatriation or enforced early return will not be covered unless you have made a prior telephone call to the Assistance Centre and obtained their approval.**

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## ASSISTANCE REPATRIATION

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### *Sanitary Protection Cancellation & Assistance*

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#### **BEFORE THE TRIP**

##### **PRE-DEPARTURE TELECONSULTING**

For any request of useful information required for the organization and smooth running of your trip, you can contact us before your departure 24 hours a day; 7 days a week.

The information concerns the following areas.

Sanitary information: Health, Hygiene, Vaccination, Precautions, Main Hospital Centers, Advice to women, Time difference, Pets on a trip.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic context.

The information is communicated by telephone and is not subject to written confirmation or the sending of documents.

Information and information services are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.

However, whatever the time of your call, we can take note of your requests as well as your contact details so that we can contact you back with the requested information.

#### **DURING THE TRIP**

##### **REPATRIATION OR SANITARY TRANSPORT**

You are injured or suffer from an illness, including an epidemic or pandemic, while travelling on a covered trip. We organize and pay for your repatriation to your home or to a hospital near you.

Only medical requirements will be taken into account in determining the date of repatriation, the choice of transport or the place of hospitalization.

The decision to repatriate is taken by our medical advisor, after consulting the occasional attending physician and possibly the family physician.

During your repatriation, and on the prescription of our medical advisor, we organize and pay for the transport of an accompanying person to accompany you.

**Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance guarantee.**

##### **IMPOSSIBLE RETURN**

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organize and pay for the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount shown in the Table of Benefits. We organize and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

### **HOTEL EXPENSES FOLLOWING QUARANTINE**

If you are obliged to extend your stay following your quarantine, we will organize and pay the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

### **MEDICAL EXPENSES (ABROAD)**

Where medical expenses in the event of illness related to an epidemic or pandemic have been incurred with our prior agreement, we will reimburse you for that part of these expenses that are not covered by any insurance organizations to which you are affiliated.

We will only intervene once the reimbursements have been made by the above-mentioned insurance organizations, after deduction of an excess, the amount of which is indicated in the Table of Benefits, and subject to communication of the original proofs of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to treatment received by you outside your country of residence following an illness or accident that occurred outside your country of residence.

In this case, we will reimburse the amount of the expenses incurred up to the maximum amount stated in the Table of Benefits.

In the event that the insurance organization to which you pay your contribution does not cover the medical expenses incurred, we will reimburse the costs incurred up to the amount indicated in the Table of Benefits, subject to the provision by you of the original invoices for medical expenses and the certificate of non-reimbursement from the insurance organization.

#### **This service stops from the day we carry out your repatriation.**

Type of medical expenses giving right to additional reimbursement:

- medical fees,
- charges for medication prescribed by a doctor or surgeon,
- ambulance or taxi charges ordered by a doctor for transport to the nearest hospital, and this only if the insurance bodies refuse to pay,
- hospitalisation fees where you are deemed unfit to travel by our doctors after obtaining information from the local doctor. Additional reimbursement of hospital fees will cease from the date on which we are able to organise your transportation,
- a dental emergency with the limit specified in the Table of Cover,
- PCR test costs, when you make a transit, if it is positive.

### **EXPANSION OF SERVICES: ADVANCE PAYMENT FOR HOSPITALISATION (ABROAD)**

Where you are hospitalised we will advance the hospital fees within the limit specified in the Table of Cover. This advance will be made subject to all of the following conditions:

- the MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence,
- the treatment to which the advance applies must be prescribed in agreement with the MUTUAIDE ASSISTANCE doctors,
- you or any person authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this service:
  - to take steps to cover the costs with the insurance organizations within 15 days from the date on which the elements necessary for these steps are sent by MUTUAIDE ASSISTANCE,
  - to reimburse MUTUAIDE ASSISTANCE for the sums collected in this respect from the insurance organizations in the week following receipt of these sums.

We will only be responsible for, and within the limit of the amount of coverage provided for the "medical expenses" service, the expenses not covered by the insurance organisations. You must provide us with the certificate of non-coverage issued by these insurance organizations, within one week of receiving it.

**In order to preserve our future rights, we reserve the right to ask you or your heirs for a letter of commitment committing you to take the steps with the social organizations and reimburse us for the sums collected.**

**Failing to have carried out the procedures for coverage with the insurance organizations within the deadlines, or failing to present to MUTUAIDE ASSISTANCE within the deadlines the certificate of non-coverage issued by these insurance organisations, under no circumstances will you be able to avail yourself of the "medical expenses" service and must reimburse all the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will initiate, if necessary, any useful recovery procedure, the cost of which will be borne by you.**

### **TAKING CHARGE OF A LOCAL TELEPHONE PACKAGE**

If you are quarantined during a guaranteed trip outside your country of residence, we cover the cost of a local telephone package, within the limit indicated in the Table of Guarantees.



## **ON-SITE PSYCHOLOGICAL SUPPORT**

In the event of significant trauma following an event linked to an epidemic or a pandemic, we can put you, at your request, in telephone contact with a psychologist, within the limit indicated in the Table of Benefits. The contents of this exchange are entirely confidential and do not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

## **SUBSTITUTE SUITECASE**

If you no longer have enough usable personal effects at your disposal due to your quarantine or hospitalization following an epidemic or a pandemic, we will provide the necessary fund for basic necessities up to the amount indicated in the Table of Benefits, upon presentation of proof.

## **AFTER THE TRIP**

### **DOMESTIC ASSISTANCE**

Following your repatriation by our care after an illness linked to an epidemic or pandemic, you cannot assume your usual household chores, we will provide a household helper, within the limit indicated in the Table of Benefits.

### **DELIVERY OF HOUSEHOLD GOODS**

Following your repatriation by us after an illness linked to an epidemic or pandemic and you are unable to leave your home, we organize and fund a home delivery service for your household goods, within the limits of local shopping facilities and within the limit set out in the Table of Guarantees.

### **PSYCHOLOGICAL SUPPORT WHEN YOU RETURN HOME**

In the case of a significant trauma following an event related to an epidemic or pandemic, we can organize a telephone consultation with a psychologist upon your return home, upon your request and within the limit indicated in the Table of Benefits. This consultation is entirely confidential and does not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

## **WHAT WE EXCLUDE**

The following circumstances are excluded :

- travel undertaken for the purpose of medical tests and/or treatment,
- medical expenses incurred in your country of residence,
- the consequences of drunkenness, suicide or attempted suicide ,
- voluntary self-injuries of the beneficiary/insured,
- minor conditions that can be treated on the spot and which do not prevent you from continuing your travel or your stay
- states of pregnancy, unless an unforeseen complication, and in all cases , states of pregnancy beyond the 36<sup>th</sup> week, voluntary termination of pregnancy, the aftermath of childbirth
- convalescences and illnesses in the course of treatment, not yet consolidated and with a risk of sudden aggravation
- pre-existing illnesses and/or injuries diagnosed and/or treated and for which you have been hospitalised for a continuous period during the 6 months preceding the start of your trip
- events related to medical treatment or surgery that are not of an unforeseen, fortuitous or accidental nature,
- medical devices and prostheses (dentures, hearing aids etc.),
- thermal treatments and the resultant costs,
- stays in rest houses and the resultant costs,
- rehabilitation, physiotherapy or chiropractic and the resultant expenses,
- intentional hospitalisation.

## ASSUREVER

TSA 72218, 18039 BOURGES CEDEX  
Tel: + 33 1 73 03 41 01

SARL (French public limited company) with a share capital of €516,500 -  
company registration number RCS Paris B 384.706.941  
Insurance brokerage and management company  
Professional civil liability financial and insurance guarantee provided  
In accordance with Articles L 530-1 and L 530-2 of the Insurance Code



The insurance and assistance guarantees stipulated in this document have been taken out with MUTUAIDE ASSISTANCE, under the number 8916.

**In case of legal problems with this contract, only the French version will be taken into consideration.**

## **ASSUREVER insures your travels**

ASSUREVER, the French brokerage leader in the travel industry, has always favored the customer's place and innovation at the heart of its development with a single ambition: to ensure your trips with complete peace of mind.

ASSUREVER designs, manages and distributes specialized solutions for travel insurance, professional liability, fleet of coaches and cars, health and welfare, damage to premises, as well as assistance and insurance services for individuals, professionals and businesses.

With 55 employees, ASSUREVER accompanies you every day.

## **ASSUREVER**

### **EXPERIENCE:**

ASSUREVER has been a national insurance broker for more than 30 years, specialists in the creation, marketing and management of insurance and assistance policies in the tourist sector. This status of broker enables us to work with the best insurance companies.

### **PERFORMANCE**

In 2019, ASSUREVER insured more than 1.5 million people worldwide and managed more than 20,000 claims.

### **OUR COMMITMENT:**

- To guide you in your choice of cover.
- To protect you according to your needs.
- To help you before and during your trip.

8916 – 202303SN1



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18039 BOURGES CEDEX  
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[www.assurever.com](http://www.assurever.com)

S.A.R.L. with a share capital of €516,000 - company registration number RCS Paris B 384.706.941  
Insurance brokerage and management company registered with ORIAS (French Register of  
Insurance Intermediaries) under the Number 07 028 567 ([www.orias.fr](http://www.orias.fr))  
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