

Contract n° 303 396

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How can we help?*

* Besoin d'aide ?

NOTICE OF INFORMATION DEEMED TO CONSTITUTE GENERAL TERMS AND CONDITIONS FOR POLICY NO. 303 396

Dear Customer,

Taking account of the type of service you are buying and the information you have sent us, we recommend that you take out this insurance policy. This policy comprises the General Terms and Conditions presented below, supplemented by the sales agreement for the insured service, which you receive when you take out this policy.

Before taking out this insurance policy, please carefully read this Notice of Information and the General Terms and Conditions. These specify your rights and obligations and those of the Insurer, and answer any questions that you may have.

WHO IS THE INSURER?

AWP P&C - 7 rue Dora Maar, 93400 Saint-Ouen.

Private company governed by the French Insurance Code.

WHO IS THIS POLICY AIMED AT?

This policy is aimed at persons who have reserved a hotel rental or service with NEMEA MANAGEMENT PARTICIPATION and request the cancellation cover on the day of the booking, or at the latest within two working days following the date of the booking and in accordance with the following conditions.

WHAT ARE THE CONDITIONS FOR BENEFITING FROM THIS POLICY?

You must live in Europe.

WHAT IS THE DATE OF EFFECT AND TERM OF YOUR POLICY?

This cover applies to all private travel for a maximum length of two consecutive months, sold by the approved organisation or intermediary with whom you took out this policy.

WHICH TYPES OF COVER ARE PROVIDED FOR IN THE POLICY?

- The types of cover listed below are those which are shown in your sales agreement for the insured service and for which you have paid the corresponding premium.
- To find out the payment amounts and limits and the excess relating to the cover, please refer to the Cover Table. This table also includes a list of general exclusions, along with the exclusions specific to each type of cover.

KEY ELEMENTS

- You may or may not have a right of waiver after taking out this insurance policy. The terms and conditions for exercising this option are detailed in the "Administrative Provisions" of the General Terms and Conditions in Article 3, "Waiver option".
- To avoid multi-insurance, in accordance with Article L112-10 of the Insurance Code:

You are kindly requested to check that you do not already have cover protecting you for one of the risks provided for in the new policy. If you are already covered, you have the right to withdraw from this policy within fourteen (14) calendar days from signing the contract, without incurring any fees or penalties, provided that all of the following conditions are met:

- you have taken out this policy for non-professional purposes;
- this policy accompanies the purchase of goods or services sold by a supplier;
- you prove that you are already covered for one of the risks provided for in the new policy;
- the policy which you wish to take out has not been executed in full;
- you have not declared any claim covered by this policy.

In this case, you can exercise your right to withdraw from the policy by letter or any other durable format addressed to the insurer of the new policy, with a document in attachment proving that you already have cover protecting you for one of the risks provided for in the new policy. The insurer is required to repay you the premium paid within thirty (30) days of your waiver.

If you wish to waive your policy but do not satisfy all of the conditions above, please check the terms and conditions of the waiver set out in your policy under Article 3 "Waiver option".

- Service quality and customer satisfaction are a priority for us. If however, our services have not been completely satisfactory, you can contact us according to the terms provided for in the "Administrative Provisions" of the General Terms and Conditions in Article 12, "Claim assessment procedures".

Urgent need of medical assistance

- ▶ **Contact us (24/7)**
On 00 33 (0)1 42 99 02 02
- ▶ **Please tell us:**
Your policy number
Who needs assistance?
Where? Why?
Who is looking after the sick person?
Where, when and how can the person be contacted?

Claim request

- ▶ To register your request for indemnification immediately, contact us at:
<https://indemnisation.mondial-assistance.fr>
- ▶ If you do not have Internet access, contact us (Metropolitan France time zone):
on 00 33 (0)1 42 99 08 54
Monday to Friday between 9.00 a.m. and 6.00 p.m.

The policy is drawn up in French and subject to French law. The types of cover in the policy, **except for assistance cover**, are regulated by the French Insurance Code.

GENERAL TERMS AND CONDITIONS FOR POLICY NO. 303 396

TABLE OF CONTENTS

DEFINITIONS	3
POLICY TERRITORY	4
COVER AND EXCESS AMOUNTS TABLE	4
EXCLUSIONS COMMON TO ALL TYPES OF COVERAGE	5
YOUR POLICY COVERAGE	6
CANCELLATION OR CHANGE	6
LATE ARRIVAL	9
HOLIDAY CURTAILMENT	10
SNOW AND MOUNTAIN ASSISTANCE	11
ADMINISTRATIVE PROVISIONS	13

DEFINITIONS

The terms starting with a capital letter in this policy are defined either in this chapter, or at the beginning of the description of each type of cover.

ABROAD: any country **except the country where the Insured Person resides and except Countries not covered.**

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

AUTHORISED ORGANISATION OR INTERMEDIARY: travel professional, transportation professional or supplier of the insured service.

CIVIL WAR: armed combat, within the same country, in which different groups, identifiable by their ethnic, religious, community or ideological association, fight one another; or when at least one of such groups opposes the regular armed forces of the country.

COMMON LAW PARTNERS: two individuals who are neither married nor legally registered partners, but who have documentation to prove that they reside in the same household (cohabitation certificate or, in its absence, housing tax documentation, a bill for electricity, gas, water, insurance, or a rent receipt, etc.); and that they lived under the same roof from the date this policy was taken out to the time of the Insured Event.

COUNTRIES NOT COVERED: North Korea. An updated list of all Countries Not Covered is available on the Mondial Assistance website, at the following address: www.mondial-assistance.fr/content/159/fr/pays-exclus.

COVER THRESHOLD: duration, amount or minimum percentage which triggers the Insurer's intervention or the implementation of the cover.

DEPARTURE: the expected date and time for these reserved and insured services to take effect.

DISPUTE: situation of conflict between the Insured Person and a Third Party, resulting in assertion of a right, resistance of a claim or defence before any court.

EUROPE: territories of the Member States of the European Union, located in geographic Europe, as well as the following territories and countries: Guadeloupe, Guyana, Martinique, Réunion, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland, the Vatican.

The Azores, the Canary Islands and Madeira are not included in this definition.

EXCESS: the share in the loss payable by the Insured Person when the claim is settled. Excess amounts in respect of each type of cover are specified in the Cover Table.

FOREIGN WAR: armed engagement, declared or not, by one country against one or more other countries or an external, irregular army, particularly motivated by a geographic, political, economic, racial, religious, or ecological dispute.

FRANCE: Metropolitan France (including Corsica), Guadeloupe, Guyana, Martinique, Réunion.

HOME: usual place of residence situated in Europe which determines the Insured Person's exercise of their civic rights.

ILLNESS: any change in the condition of a person's health as certified by a Physician.

INSURANCE PERIOD: period of validity of this policy.

INSURED EVENT: any event giving entitlement to cover and provided for in each type of cover taken out in this policy.

INSURED PERSON: the person(s) featured in the sales agreement of the insured service provided that their Home is situated in Europe.

INSURER: AWP P&C, hereinafter referred to by its commercial name, Mondial Assistance, i.e. the Insurer with whom this insurance policy was taken out.

LIMIT PER INSURED EVENT: maximum amount covered for an event giving entitlement to cover, irrespective of the number of Insured Persons in this policy.

METROPOLITAN FRANCE: European territory belonging to France (including the islands located in the Atlantic Ocean, the English Channel and the Mediterranean), **excluding all French overseas departments, regions, local authorities, territories and countries.**

PHYSICIAN: any person who holds a medical qualification that is legally recognised in the country where they habitually carry out their professional activity.

POLICYHOLDER: the signatory of the sales agreement for the insured service, who thereby undertakes to pay the corresponding insurance premium.

SUBROGATION: process by which the Insurer replaces the Insured Person in their rights and legal actions against any party liable for their damages in order to obtain repayment of the sums which the Insurer has paid the Insured Person following an Insured Event.

THIRD PARTY: any individual or legal entity except for the Insured Person.

TIME LIMITATION: period beyond which any claim or action is no longer admissible.

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

POLICY TERRITORY

The "Cancellation or Change" and "Late Arrival" cover applies to any Trip worldwide, **except for Countries Not Covered**.

The "Snow and Mountain Assistance" and "Stay Interruption" cover applies in the country (countries) visited during the Trip organised by the Approved Agency or Intermediary and mentioned in the sales agreement for the insured service, **except for Countries Not Covered**.

COVER AND EXCESS AMOUNTS TABLE

TYPES OF COVER	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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CANCELLATION - Options 1 and 2

<ul style="list-style-type: none"> Following the occurrence of an event provided for by the policy (other than those detailed below) 	Reimbursement of cancellation fees according to the scale below: More than 30 days from departure: €40	Per holiday let: €30
<ul style="list-style-type: none"> Following a change in the date of holidays by the employer 	29 to 15 days before departure: 25% of the holiday price 14 to 7 days before departure: 50% of the holiday price 6 to 3 days before departure: 75% of the holiday price less than 3 days before departure: 100% of the holiday price. Any trip which has begun, been interrupted or curtailed cannot give rise to any reimbursement. Limited to €3,000 per insured person and €15,000 per event	25% of the amount of the cancellation fees insured subject to a minimum of €150 , per insured person
<ul style="list-style-type: none"> Cancellation for lack or excess of snow 	limited to €6,500 per insured person and €32,000 per event	Per claim: €30

INSURED EVENTS	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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LATE ARRIVAL - Option 1 and 2

<ul style="list-style-type: none"> Following the occurrence of an unforeseen event 	Compensation for the number of days not used up to a maximum of €300 per insured person	N.A.
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TYPES OF COVER	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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HOLIDAY CURTAILMENT - Option 2

<ul style="list-style-type: none"> When your holiday is curtailed for one of the reasons specified in the General Terms and Conditions: <ul style="list-style-type: none"> hotel accommodation, rental accommodation 	Payment of compensation proportional to the number of travel days (excluding transport), up to the following limits: <ul style="list-style-type: none"> per insured person: €6,500 per event: €32,000 	N.A.
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TYPES OF COVER	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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SNOW AND MOUNTAIN ASSISTANCE - Option 3

<ul style="list-style-type: none"> • Search and/or rescue costs: <ul style="list-style-type: none"> – costs of mountain search, aid and urgent medical transport 	Limited per insured person and per claim to €7,625	N.A.
<ul style="list-style-type: none"> • In the event of early return or a ski accident: <ul style="list-style-type: none"> – reimbursement of cost of ski lift passes and snowboard or ski courses 	Reimbursement in proportion to the number of skiing days not used, up to the following limits: <ul style="list-style-type: none"> • per insured person and per claim: €305 	Non-reducible excess of 2 days
<ul style="list-style-type: none"> • In the event of accidental breakage of one or both skis following an on-piste skiing collision: <ul style="list-style-type: none"> – reimbursement of the cost of hiring replacement skis 	Reimbursement in proportion to the number of skiing days not used, up to the following limits: <ul style="list-style-type: none"> • per insured person and per claim: €305 	

EXCLUSIONS COMMON TO ALL TYPES OF COVER

In addition to the specific exclusions shown for each type of cover and any exclusions shown in the definitions, the consequences of the following circumstances and events are never insured:

1. damage of any kind decided, caused or instigated by the Insured Person or with their complicity; or following aggravated negligence or malicious intent or wilful misconduct by the Insured Person (Article L113-1(2) French Insurance Code), except in a case of self-defence, or assistance to a person in danger;
2. the Insured Person's criminal convictions;
3. suicide or attempted suicide by the Insured Person;
4. damage following:
 - alcohol consumption by the Insured Person and/or;
 - Insured Person's taking of medicine, drugs or any narcotic substance listed in the French Public Health Code, not medically prescribed;
5. unless otherwise provided for in the cover, damages resulting from War, whether Civil or Foreign, acts of terrorism, riots, popular movements, coups d'état, taking of hostages or strikes;
6. civil or military application of nuclear reaction, i.e. transformation of the nucleus of atoms, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction taking place on a site that transforms the nucleus of atoms;
7. incidents for which liability may be incumbent on either the organiser of the Trip, in pursuance of Title 1 of the French statute n° 2009-888 dated 22 July 2009 regarding the development and modernisation of tourist services, or the transporter, unless otherwise stated in the cover;
8. failure by the Insured Person to comply with the safety rules imposed by the carrier or any rule decreed by the local authorities;
9. failure by the Insured Person to comply with the bans issued by the local authorities;
10. restriction of free movement of individuals and goods, airport closures and border closures.

Also excluded are:

11. damage occurring before this policy was taken out;
12. the consequences:
 - of infectious risk situations within the context of an epidemic,
 - of exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, radioactive agents, or neurotoxic agents or agents with residual neurotoxic effects,
 - which form the subject of quarantine or specific preventive or monitoring measures or recommendations by the international health authorities and/or local health authorities;
 - natural and/or human pollution.

YOUR POLICY COVERAGE

CANCELLATION OR CHANGE Options 1 and 2

DEFINITIONS SPECIFIC TO THIS COVER

ASSAULT: any physical assault or threat of physical assault from a Third Party.

BREAK-IN: forcing, damage or destruction of an anti-theft device.

CANCELLATION: firm and final withdrawal by the Insured from all the insured services and notified to the Organisation or Authorised Intermediary.

CHANGE: postponement by the Insured Person of the dates of the insured service, subject to this postponement occurring before their Departure and concerning at least, the outgoing Trip date.

IMMOBILISATION: accident or breakdown of a vehicle occurring within the 48 hours following the trip start date, as stated in the sales agreement of the insured service.

MONITORING OF PROGRESS: a further medical consultation and/or completion of additional medical examinations.

Definitions of the terms common to all types of cover appear in the chapter "Definitions Common to all types of cover", at the beginning of the policy.

1. PURPOSE OF THE COVER

When the Insured Person cancels or changes their booking, the Organisation or Authorised Intermediary providing the insured service can bill the Insured Person for all or part of the price of the services, known as "cancellation or change charges"; these charges increase as the Departure date approaches. The fees are calculated using the scale on the Coverage Table.

The Insurer reimburses to the Insured Person the total of cancellation or change charges billed, after deduction of the Excess amount shown in the Cover Table.



IMPORTANT

For rented accommodation, cover is granted subject to the rental not being made available to one of the Insured Persons in this policy on the envisaged dates. All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single trip, which only has one single date of departure: the date stated by Organisation or Authorised Intermediary on the Trip sales agreement as being the start of the services.

2. EVENTS COVERED IN THE EVENT OF CANCELLATION OR CHANGE

Cancellation or modification, notified before your departure, after the insurance has been taken out, must be the result of one of the following events, which absolutely prevent you from departing.

2.1. **Temporary or permanent disability of:**

- yourself, your spouse or common law partner, your ascendants or descendants, and those of your spouse/partner,
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian and also the person for whom you are the guardian,

directly resulting:

- from an illness or accident,
- from the consequences, after-effects, complications or aggravation of an illness or an accident which was recorded before your trip was booked.

If you are unable to establish the true nature of this disability or if the information provided does not prove the facts, we may refuse your claim.

2.2. The death of:

- yourself, your spouse or common law partner, your ascendants or descendants, and those of your spouse/partner,
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian and also the person for whom you are the guardian,

2.3. Serious tangible damage resulting from:

- a burglary,
- a fire,
- water damage,
- a climate event,

definitely requiring your presence at that location on your scheduled day of departure to implement conservation measures and administrative actions, and which affects more than 50% of your primary or secondary residence:

- 2.4. **Serious damage to your vehicle occurring within the 48 hours prior to your departure**, providing that it can no longer be used to travel to your final holiday location.
- 2.5. **Redundancy of yourself or your spouse, provided that the procedure had not been started when you took out this policy.**
- 2.6. **Obtaining employment as a salaried employee or paid internship**, taking effect before or during the dates planned for your trip, while you were registered for unemployment benefit and provided that it does not involve a contract extension or renewal or an assignment provided by a temporary employment agency.
- 2.7. **Your employer changing the date of your paid holidays.** This cover is provided to salaried employees, excluding craftsmen, traders, members of a professional occupation, directors or legal representatives of a company. This holiday leave, corresponding to an entitlement, must have been previously agreed by the employer prior to booking the trip. **Compensation is paid after deduction of the specific excess amount stated in the cover and excess amounts table. This excess also applies to the persons booked on the same trip as you, at the same time. This cover does not apply if the policy holder is the company which has changed the holidays.**
- 2.8. **The unforeseen, mandatory summons to appear in court as a witness or for jury service.**
- 2.9. **The lack or excess of snow**, when it occurs in resorts located at an altitude of more than 1,200 metres, between 17 December and 17 April, and entails the closure of more than 2/3 of the ski lifts normally in service on the site of your stay, for at least 2 consecutive days out of the 5 days preceding your departure. **Compensation is paid after deduction of the specific excess amount stated in the cover and excess amounts table. This excess also applies to the persons booked on the same trip as you, at the same time.**
- 2.10. **Immobilisation of the vehicle used by the Insured person to reach the place stated on the sales agreement of the insured service, requiring the involvement of a professional.**
- 2.11. **Theft of the guaranteed access vehicle used by the Insured person, following Assault or a Break-in of the Insured person's vehicle.**
- 2.12. **Cancellation or modification, for one of the events mentioned above (articles 2.1. to 2.11), of one or more people booked at the same time as you and insured under this policy if, because of this withdrawal, you had to travel alone or with just one other person.**
- However, for persons who are part of the same household for tax purposes, all insured persons in the same household for tax purposes shall be insured under the "Cancellation or Change" cover.

3. COVER AMOUNT

The Insurer reimburses, up to the amounts stated in the Cover Table, the total of cancellation or change charges billed by the Approved Organisation or Intermediary for their Trip.

Billed cancellation or change charges will be reimbursed up to the limits shown in the Cover Table, without, however, exceeding the limit per insured person (or per booking for rented accommodation or sea crossing) and the Limit per Insured Event.

The Insurer's indemnity is limited to the costs that would have been charged to the Insured Person if they had informed the Approved Organisation or Intermediary on the day on which the Insured Event occurred.

The Insurer's indemnity may under no circumstances exceed the cost of the insured service, declared when this policy was taken out.

The costs of tips, administrative fees, visas, air travel taxes and other fees, excluding Service Charges, as well as the premium paid for taking out this policy, are not reimbursable.

Service Charges are reimbursable in full, provided that they are part of the insured amount, declared when this policy was taken out.

In the case of any Change on account of the occurrence of any of the Insured Events, the Insurer will reimburse the Insured Person their costs of such changes up to the limit shown in the Cover Table. **If the Insured Person changes then cancels the insured service, their cancellation charges shall be paid, after deduction of the change charges already reimbursed by the Insurer.**

When the Insured Person cancels or changes their Trip dates following an Insured Event, the Insurer pays the single supplement of the travel companion travelling alone and insured under the same policy, up to the limit of the cancellation charges which would have been billed if they had cancelled themselves.

An Excess per Insured Person (or per booking for rented accommodation or sea crossings), the amount of which is stated in the Cover Table, is deducted from the indemnity due.

4. COVER EXCLUSIONS

In addition to the “Exclusions common to all types of cover” featuring at the beginning of this policy and any exclusions featuring in the definitions, the consequences of the following circumstances and events are also excluded:

- 4.1. the consequences, after-effects, complications or aggravations of an Illness or Accidental Bodily Injury, which were diagnosed before the insured service was booked;
- 4.2. Illnesses or Accidental Bodily Injury which have already been diagnosed or treated, or have been subject to a relapse or worsening or a hospital stay between the date on which the insured service was booked and the date on which this policy was taken out;
- 4.3. Illnesses already diagnosed, or resulting in progression, an additional examination or a change in treatment within thirty (30) days before the insured service was booked;
- 4.4. Accidental Bodily Injury occurring or resulting in surgery, rehabilitation, additional examination or a change in treatment within thirty (30) days before the insured service was booked;
- 4.5. voluntary termination of pregnancy, in vitro fertilisation;
- 4.6. medical contraindications applying to the insured service not due to an Illness, including those related to pregnancy, or Accidental Bodily Injury, according to the terms of Article 2.1 of this cover;
- 4.7. Natural Disasters;
- 4.8. any Insured Event occurring between the date the Trip/insured service was booked and the date this policy was taken out.

5. WHAT YOU MUST DO IN THE EVENT OF CANCELLATION OR CHANGE

The Insured Person must notify the Approved Organisation or Intermediary of the Trip of any Cancellation or Change as soon as an Insured Event preventing the scheduled Departure occurs.

The Insured Person must then report the insured loss to the Insurer **within five (5) working days of the day of their knowledge thereof**, except in the case of an act of God or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisation.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer at the following e-mail address:

• reglement.assurance@mondial-assistance.fr

or by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

- **From France (if the Insured Person's current location is in France)**
 - 01 42 99 03 95 for French speakers
 - 01 42 99 03 97 for non-French speaking Insured Persons
- **Outside France (if the Insured Person's current location is not in France)**
 - +33 1 42 99 03 95 for French speakers
 - +33 1 42 99 03 97 for non-French speaking Insured Persons

After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, the Insured person will lose all right to any indemnity.

LATE ARRIVAL

Options 1 and 2

1. PURPOSE OF THE COVER

The Insurer covers late arrival up to the amount limit shown in the cover table. If an unforeseeable event which is independent of the Insured person's will occurs during their outwards journey (via road, rail, including connections, or air) between the Insured person's home and the location of the insured stay.

Late arrival at the site of the stay means the arrival of the Insured Person at the site of the stay over 24 hours after the initial date scheduled in the covered service listed on the booking confirmation for the Insured services.

The coverage applies exclusively when the duration of the stay is over five (5) days.

2. COVER AMOUNT

The Insurer shall cover the Insured Person up to the sum indicated in the Cover Table.

The amount of the cover shall under no circumstances be larger than the cancellation costs of the Stay.

This cover is valid provided that the insured person has left a sufficient margin of time to arrive at the site of the stay.

Sufficient margin shall mean:

- If the Trip is made by road, the duration of the journey between the Home and the accommodation, increased by at least 20 minutes,
- If the Trip is made by train, the duration of the journey between the Home and the station of departure for the Trip, increased by at least 20 minutes (if changing trains, the sufficient margin is that provided by the rail networks),
- If the Trip is made by plane, the duration of the journey between the Home and the arrival airport, increased by at least 20 minutes (the time for checking in and boarding are not counted).

3. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must then report the insured event to the Insurer **within five (5) working days of the day** of their knowledge thereof, except in the case of exceptional circumstances or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event on the following website: <https://indemnisation.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer at the following e-mail address:

- reglement.assurance@mondial-assistance.fr

or by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

– 01 42 99 08 54

After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, they will lose all right to any indemnity.

HOLIDAY CURTAILMENT

Option 2

DEFINITION SPECIFIC TO THIS COVER

HOLIDAY CURTAILMENT: early interruption of the insured services following an Insured Event referred to in Article 1 below.

Definitions of the terms common to all types of cover appear in the chapter "Definitions Common to all types of cover", at the beginning of the policy.

1. PURPOSE OF THE COVER

The Insurer covers, up to the limits in the Cover Table, payment of an indemnity in the event that the Insured Person's stay is interrupted after the following Insured Event:

- your medical repatriation organised by another assistance company.

2. COVER AMOUNT

The indemnity is calculated from the day before the occurrence of one of the Insured Events referred to in Article 1. "Purpose of the cover" medical repatriation.

The indemnity is proportional to the cost of unused accommodation services (number of nights) and is proportional to the number of insured persons who actually left the area of the stay during the period in question.

Calculation of the indemnity is based on the number of nights originally scheduled, shown on the stay booking form.

The following will be deducted from the basis of the calculation: transportation costs, administrative fees, service charges, visa costs, tips, the insurance premium, and any reimbursements or compensations granted by the Approved Organisation or Intermediary of the Trip.

The Indemnity is paid up to the limits shown in the Cover Table per insured person, without, however, exceeding the Limit per Insured Event.

The basis for calculating the indemnity varies based on the type of insured service:

- **For package trips or cruises:**

The Indemnity is calculated based on the price of the Trip per insured person, up to the limits shown on the Cover Table, and after deduction of any reimbursements or compensations granted by the providers of the Trip.

- **For rentals:**

The indemnity is calculated based on the price of the insured rental, up to the amount in the Cover Table, subject to the rental not being made available to one of the Insured Persons under this policy on the dates concerned.

In the case of medical repatriation of the Insured Person by Mondial Assistance or by another assistance company, and only in this case, the Insurer may pay the end of stay cleaning costs, provided for initially or not, up to the amount in the Cover Table, subject to the rental not be made available to one of the Insured Persons under this policy on the dates concerned.

3. COVER EXCLUSIONS

In addition to the "Exclusions common to all types of cover" featuring at the beginning of this policy and any exclusions featuring in the definitions, the consequences of the following circumstances and events are also excluded:

- 3.1. all events not stipulated in Article 1. "Purpose of the cover";
- 3.2. climatic, meteorological or natural events;
- 3.3. Natural Disasters.

4. WHAT YOU MUST DO IN THE EVENT OF AN INSURED LOSS

The Insured Person must report the Insured Loss to the Insurer **within five (5) working days of the day of their knowledge of the event**, except in the case of an act of God or force majeure, submitting their request for reimbursement of services not used:



- either by e-mail to: svc.reglementassistance@mondial-assistance.fr
- or, by mail to the address given in the Article 9 "Address for sending supporting documents to be provided in the event of a claim" of the administrative provisions

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

- travel booking form,
- the organiser's invoices,
- and any other document that we request.

SNOW AND MOUNTAIN ASSISTANCE

Option 3

DEFINITION SPECIFIC TO THIS COVER

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

The following are also treated as accidents under the heading of "Search and/or rescue costs":

- sunstroke, freezing, and electrocution,
- non intentional absorption of gas or vapour, asphyxiation by immersion,
- non intentional acute poisoning by violent poisons or harmful substances,
- in cases of rabies or anthrax as a consequence of animal bites,
- distraction directly placing your physical integrity in danger,
- acute mountain sickness occurring at more than 1,500 metres altitude.

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

ILLNESS: any deterioration to your health diagnosed by a competent medical authority.

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

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

URGENT MEDICAL TRANSPORT EXPENSES: the cost of operations carried out between the site of occurrence of the accident and the nearest medical centre or hospital suitable for treating the injuries, followed by return expenses to the holiday location at your resort.

1. PURPOSE OF THE COVER SERVICES

1.1. Costs of mountain search, rescue and urgent medical transport

In the event of an accident occurring in the skiing area, we reimburse you for the mountain search costs, first aid and urgent medical transport costs invoiced by a ski resort organising authority, up to the ceiling appearing in the cover and excess amounts table.

Cover is provided in the event of an intervention public services, professional rescuers or approved private search services.

Reimbursement of search and rescue costs is in addition to costs covering urgent transport costs.

1.2. Reimbursement of ski lift passes:

• Reimbursement of cost of ski lift passes and snowboard or ski courses

Up to the limits indicated in the cover and excess amounts table, we will reimburse you for the cost of ski lifts and ski or snowboard classes (to the extent that the ski school refuses to reimburse courses which have been paid for in advance) in the following cases:

- **in the event of a skiing accident** which has caused injuries making it impossible to continue skiing;
- **in the event of early return** to home leading to the interruption of your holiday before its end, following one of the following events:
 - **in the event of an illness or accident, resulting in emergency hospitalisation which commences during your holiday** and which, in the opinion of our Medical Department is of a life-threatening nature, of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, your legal guardian or the person for whom you are the guardian, who are not taking part in the holiday;
 - **in order to attend the funeral after the death** of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, your legal guardian, or the person for whom you are the guardian, not taking part in the holiday and living in France;
 - **in the event of tangible loss** as a result of a burglary, a fire, water damage or a climate event, making your presence on site essential for protective measures and administrative procedures to be undertaken and affecting more than 50% of:
 - . your main or secondary residence,
 - . your farming business,
 - . your business premises if you are a trades person, trader, company manager or if you are in a liberal profession;
- **in the event of sickness or accident**, leading to urgent hospitalisation and leading to no more skiing being possible or medically advised for the remainder of your stay.

In all cases, you must return your fee to the resort ski lift service immediately.

1.3. Ski breakage:

In the event of accidental breakage of one (1) ski or two (2) skis belonging to you following a duly confirmed collision on the pistes, we will provide you with reimbursement for the replacement ski hire from a sports shop. The damaged equipment shall remain in our possession.

Compensation is calculated proportionally to the number of skiing days remaining, up to the limit stated in the table. We will reimburse you with a bank cheque made out to you.

For any reimbursement requests, you must attach to their report all documents supporting your claim and, especially, the initial invoice for the damaged skis, the report detailing the exact nature and circumstances of the accident, and the invoice for the rental of the replacement equipment from the sports shop.

2. ADDITIONAL COVER EXCLUSIONS

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

- 2.1. expenses incurred without the prior approval of our Assistance Department;
- 2.2. the consequences of pre-existing illnesses or injuries, diagnosed and/or treated, which required a continuous stay in hospital or a one-day hospital stay or outpatient treatment in the 6 months prior to the assistance request;
- 2.3. the consequences of an unstable illness currently being treated and from which you are still convalescing, as well as any illnesses occurring during a trip taken for the purpose of diagnosis and/or treatment;
- 2.4. the potential consequences (check-up, additional treatment, recurrence) of an illness which gave rise to a previous repatriation;
- 2.5. the consequences of ailments or minor injuries that can be treated at the location;
- 2.6. the consequences of pregnancy including its complications, beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences;
- 2.7. the consequences:
 - of infectious risk situations within the context of an epidemic,
 - of exposure to infectious biological agents,
 - of exposure to chemical agents of a combat gas type,
 - of exposure to incapacitating agents,
 - of exposure to neurotoxic agents or agents with residual neurotoxic effects,

which require a quarantine period or specific preventive or monitoring measures by the local and/or national health authorities of the country in which you are staying;

- 2.8. your participation in any sport practised as a professional or under a paid contract, as well as training;
- 2.9. your failure to comply with official prohibitions and your non-compliance with official security rules, related to the practice of a sport;
- 2.10. the consequences of an accident that occurred when taking part in an air sport (including hang-gliding, paragliding, gliding) or one of the following sports: skeleton, bobsleigh, ski jump, roped mountain climbing, rock climbing, scuba diving, pot-holing, bungee jumping, parachute jumping;
- 2.11. expenses not expressly mentioned as giving rise to a refund, in addition to the cost of meals and any expenses for which you are unable to produce a receipt.

3. WHAT YOU MUST DO IN THE EVENT OF AN INSURED LOSS

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

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



by telephone 24 hours a day, 7 days a week:

- From France: on **01 42 99 02 02** or
- From outside France: on **00 33 1 42 99 02 02**

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

- give us your policy number,
- give us an address and telephone number on which we can contact you and the details of the people who are assisting you,
- allow our doctors to access all of your medical information or the medical information of the person who requires our assistance.

4. SCOPE OF OUR ASSISTANCE SERVICES

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

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

ADMINISTRATIVE PROVISIONS

1. LEGISLATION GOVERNING THE POLICY AND WHERE IT IS TAKEN OUT

This policy is governed by the Insurance Code, **with the exception of the assistance cover**, the General Terms and Conditions, and the Special Terms and Conditions.

This policy is drawn up in French and subject to French law.

2. PROCEDURES FOR TAKING OUT COVERAGE, EFFECTIVE DATE, AND TERMINATION OF COVERAGE

a. **Procedures for taking out this policy and its entry into effect**

- the same day as the booking of the Insured Service or no later than two (2) working days after the said booking.

b. **Entry into effect and cessation of cover**

The types of cover take effect:

- for **“Cancellation or Change”** and **“Late Arrival”** cover: the day after payment of the premium at 00:00. It ends at the start of the insured service.
- for **all the other types of cover**: at 00:00 hours on the date of Departure indicated in the sales agreement for the insured service, and at 12 noon on the day after the premium has been paid at the earliest.

They end at midnight on the return date indicated on the sales agreement for the insured service.

3. **WAIVER OPTION**

The Insured Person may exercise a waiver option after taking out an insurance policy.

a. **Waiver option**

• **Multi-insurance**

Under the provisions of Article L112-10 of the French Insurance Code, the Insured Person who takes out, for non-professional purposes, an insurance policy constituting **a supplement to property or services sold by an intermediary**, if they provide proof of prior cover for one of the risks covered by this policy, may waive the said policy, at no cost or penalty, whilst it has not been executed in full or whilst the Insured Person has not claimed any cover. This waiver must occur within fourteen (14) calendar days as from conclusion of this policy.

• **Remote sales**

Under Article L112-2-1 of the French Insurance Code, a right of waiver applies to insurance policies taken out remotely, in particular sold online, without the simultaneous physical presence of the parties to the policy, canvassing or outside the seller's usual place of business.

This right of waiver does not apply to travel or baggage insurance policies or to similar short-term insurance policies of a duration of less than one (1) month. The duration of the insurance policy corresponds to the period between the date on which it was taken out and the date of cessation of all types of cover/annual renewal date.

b. **Procedures for exercising the right to waiver**

When the insurance policy is eligible to the waiver option under the conditions defined above, the Insured Person may exercise this option by returning to Diot Bretagne a waiver letter, duly completed, dated and signed, within fourteen (14) calendar days of the date of conclusion of this policy:

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

Néméa Management Participation
Immeuble Le Diamant
10, bis rue Gutenberg
33 700 MERIGNAC

The Insured Person may, if they wish, use the template waiver letter below:

"I, the undersigned, surname, first name, date and place of birth, would like to waive the cover under insurance policy no. ... which I took out with AWP P&C on ... (date).

Issued in ... (place). On ... (date) and Signature: ... ".

In the context of waiver on the grounds of multi-insurance, the Insured Person must enclose with their request proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured Person exercises this option, the policy shall be terminated on its effective date. The Insured Person shall be refunded the corresponding premium within thirty (30) days of the date of receipt of their waiver request.

The right of waiver may not be exercised if the Insured Person has implemented the cover in this insurance policy in the context of a claim filed within fourteen (14) calendar days; consequently, no premium refund shall be paid.

4. **CUMULATIVE INSURANCE**

If the Insured Person is covered by the same types of cover with other insurers, they must inform the Insurer of this fact, and provide their contact information along with the extent of their types of cover, pursuant to Article L121-4 of the French Insurance Code.

The Insured Person can be compensated for damage by contacting the insurer of their choice.

These provisions do not apply to assistance services.

5. **SUBROGATION IN THE RIGHTS AND ACTIONS OF THE INSURED PERSON**

In consideration for the payment of the indemnity and, up to its limit amount, the Insurer becomes the beneficiary of the rights and actions that the Insured Person had against anyone liable for the insured loss, pursuant to Article L121-12 of the French Insurance Code.

If, because of the actions of the Insured Person, the Insurer can no longer perform this action, it can be discharged of all or part of its obligations to the Insured Person.

6. PENALTIES APPLICABLE IN THE EVENT OF A FALSE DECLARATION WHEN TAKING OUT THE POLICY

- Any non-disclosure or intentional misrepresentation by the Insured Person in the statement of risk is penalised by the policy being rendered null and void under the conditions set out in Article L113-8 of the French Insurance Code.
- Any non-disclosure or false statement by the Insured Person, if bad faith has not been established, is penalised under the provisions of Article L113-9 of the Insurance Code:
 - if it is reported before any claim: the Insurer is entitled either to continue this policy with an increase in the premium, or to terminate the policy within ten (10) days by registered letter, by refunding the overpayment of the premium.
 - if it is reported only after the claim: the Insurer may reduce the indemnity in proportion to the premium paid in relation to the premium that would have been due if the risk had been fully and accurately declared.

7. PENALTIES APPLICABLE IN THE EVENT OF INTENTIONAL MISREPRESENTATION BY THE INSURED PERSON AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation by the Insured Person about the circumstances or consequences of an insured loss will result in the loss of all entitlement to benefits or compensation for this claim.

8. TIME LIMITATION

The provisions relating to the period limitation concerning legal actions arising from this insurance policy are set out in Articles L114-1 to L114-3 of the French Insurance Code, reproduced below:

- Article L114-1 of the French Insurance Code

“Any legal action arising from the insurance policy is covered by a period of limitation of two years from the event which gives rise to it.

However, this period runs:

 - 1 In the case of non-disclosure, omission or misrepresentation regarding the risk, only from the day on which the insurer was aware of this;
 - 2 In the case of a claim, only on the day on which the parties concerned were aware of this, if they prove that they were unaware up until then.

When the legal action by the Insured Person against the Insurer originates from redress by a third party, the period of limitation runs only from the day on which that third party filed legal proceedings against the Insured Person or was compensated by the latter.

The period of limitation is increased to ten years in life insurance policies when the beneficiary is a person other than the policyholder and, in personal accident insurance policies, when the beneficiaries are the legal successors of the deceased insured person.

For life insurance policies, notwithstanding the provisions in section 2, legal action by the beneficiary is covered by a period of limitation of thirty years at the most as from the death of the insured person.”
- Article L114-2 of the French Insurance Code

“The period of limitation is interrupted by one of the ordinary causes of curtailment of the period of limitation and by the appointment of an expert as the result of an insured loss. The interruption of the period of limitation of the legal action may, furthermore, result from the dispatch of a registered letter requiring acknowledgement of receipt sent by the insurer to the insured person relating to legal action for payment of the premium and by the insured person to the insurer in respect of payment of the indemnity”.
- Article L114-3 of the French Insurance Code

“By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the duration of the period of limitation or add to the causes for suspension or interruption thereof.”

Additional information:

The ordinary causes of interruption of the period of limitation are set out in Articles 2240 and subsequent of the French Civil Code, and include in particular: recognition by the debtor of the right of the person against whom they are seeking interruption of the period of limitation, legal proceedings, even summary proceedings, the deed permitting compulsory enforcement.

For a full list of the ordinary causes of interruption of the period of limitation, please refer to the aforementioned articles of the French Civil Code.

9. ADDRESS FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF AN INSURED LOSS

For each of the following covers, the receipts should be sent to the addresses below:

«Cancellation or Change» and «Late Arrival» covers:	«Interruption of Stay» and «Snow and Mountain Assistance» covers:
AWP France Service Indemnisation Assurances DOP01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex	AWP France Service Relations Clientèle RELAC01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex

10. DAMAGE ASSESSMENT

The causes and consequences of the insured loss are assessed by mutual agreement, and failing this, by an amicable third-party expert evaluation, subject to the respective rights of the Insurer and the Insured Person. The fees for this expert valuation are shared between the parties.

If the parties are unable to agree on the selection of the third party expert, the appointment will be made by the Presiding Judge of the Tribunal de Grande Instance [superior court] of the Policy Holder's place of Residence.

This appointment will be made in a written request signed by the Insurer or by only one of the parties, with the other having been summoned by registered letter.

11. TIME PERIOD FOR SETTTLING CLAIMS

Once the Insured Person's case is concluded, their indemnity will be paid within the ten (10) days following the agreement between the Insurer and the Insured Person, or the enforceable judicial decision.

12. PROCEDURE FOR EXAMINING COMPLAINTS

When an Insured Person is dissatisfied with the way their claim has been handled, their first course of action should be to inform their usual contact so that the reason for this dissatisfaction can be understood and solutions sought.

In the event of a disagreement, the Insured Person may send a complaint to the following address:



AWP France
Complaints Management Department
TSA 70002- 93488 Saint-Ouen Cedex

The Insured Person will receive an acknowledgment of receipt within ten (10) business days (excluding Sundays and public holidays) from the date on which the complaint is received, unless a response to the complaint is sent within this period.

A response will be provided no later than two (2) months following the date of receipt of the complaint, unless special circumstances arise; in this event, the Insurer will keep the Insured Person informed.

If the disagreement persists after the response of the Insurer, after a final assessment of the request has been made and all means of internal appeal have been exhausted, the Insured Person may then refer the matter to the independent mediator, at the following address:



La Médiation de l'Assurance,
TSA 50110 - 75441 Paris Cedex 09
<http://www.mediation-assurance.org>

The insurance companies belonging to the FFSA and GEMA have established a system enabling insured persons and third parties to benefit from a mediation procedure for the settlement of their disputes. This system is governed by the 10 rules set out in the Insurance Mediation Charter.

13. THE ADDRESS OF AWP P&C

AWP P&C chooses as its domicile:



AWP P&C
7 rue Dora Maar
93400 Saint-Ouen.

Any disputes arising against AWP P&C concerning this policy will be exclusively submitted to the competent French courts, and all notices should be made to one of the addresses stated above, depending on the date of the dispute.

14. FRENCH LAW ON DATA PROTECTION AND CIVIL LIBERTIES

In accordance with the French Law on Data Protection and Civil Liberties dated 6 January 1978, amended by the law dated 6 August 2004, the Insured Person is entitled to object to, access, modify, correct and delete information about themselves by contacting:



AWP France
DT - Service Juridique
DT03, 7 rue Dora Maar
CS 60001
93488 Saint-Ouen Cedex

AWP France has IT systems for managing the assistance service and/or insurance cover in this policy.

The information recorded is reserved for the administrators of the assistance services and/or insurance cover and may be communicated to contractors located inside or outside the European Union.

As part of its risk management policy and anti-fraud activities, AWP France reserves the right to monitor all information and, if necessary, to inform the competent authorities in accordance with the legislation in force.

15. REGULATORY AUTHORITY

The body responsible for the regulation of AWP P&C is the:



Autorité de contrôle prudentiel [French insurance industry regulatory authority],
61 rue Taitbout
75436 Paris Cedex 09

16. LEGAL INFORMATION

The insurance cover is provided by: AWP P&C

Société anonyme [corporation] with a share capital of €17,287,285, Bobigny Register of Companies under No. 519 490 080, registered office: 7 rue Dora Maar, 93400 Saint-Ouen.

The assistance services are implemented by: AWP France

Simplified joint-stock company with share capital of €7,584,076.86, Bobigny Register of Companies under No. 490 381 753, insurance broking company registered with ORIAS under number 07 026 669 - <http://www.orias.fr/>, registered office: 7 rue Dora Maar - 93400 Saint-Ouen.

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INSURANCE POLICY CANCELLATION FORM

You may send this cancellation form **by registered mail with request for receipts** to the point of sale with which you took out your insurance policy. Termination will enter into effect on the date of reception of the registered letter and the premium will be reimbursed within thirty (30) days after reception of the notification.

I the undersigned, _____
born on ____/____/____ at _____
wish to cancel the cover of insurance policy No _____ that I took out on ____/____/____.
Signed _____,
at ____/____/____

Signature

Important points to note: The right to cancel the insurance cannot be exercised if you made a claim that was declared within the fourteen (14) calendar days period; and consequently a premium reimbursement will not be made.

How can we help?*

* Besoin d'aide ?

AWP P&C

Siège social : 7 rue Dora Maar, 93400 Saint-Ouen.
Société anonyme au capital social de 17 287 285 euros
519 490 080 RCS Bobigny,

Entreprise privée régie par le Code des assurances

Réf 1G0022, MAJ 11/16, AWP France SAS participe à la protection de l'environnement en sélectionnant des imprimeurs référencés "Imprim' Vert"