

## Insurance policy booklet

N° 304259

### → ACS Missions

#### Pack A

- Cancellation Named perils
- Baggage
- Repatriation Assistance
- Civil liability
- Flight delay
- Individual Accident
- Deductible buy-back



**Allianz**  **Assistance**

## Table of the amounts of cover

Cover	Amounts
<b>COSTS OF CANCELLATION FOR NAMED PERILS</b>	Pursuant to the conditions of the cancellation expenses scale
	Maximum of €10,000 per person and €20,000 per event
Excess per person	€30 per person barring any special indication
Cover	Amounts
<b>BAGGAGE</b>	€5,000 per person, maximum of €10,000 per event
Theft and/or damage to professional equipment	€5,000 per person, maximum of €10,000 per event
Precious objects	50% of the cover amount
Late delivery	€600 per person
Theft or loss of keys or identity papers	Fees for redoing papers or keys, capped at €500 per person and per event
Advance of funds in case of loss or theft abroad of means of payment	Advance of €10,000 per person and per event
Cover	Amounts
<b>REPATRIATION ASSISTANCE</b>	
- Repatriation or medical transport	Actual costs
- Accompaniment during the repatriation or transport	Ticket
- Presence in the event of hospitalisation for longer than 5 days	Ticket Hotel expenses of €100 per day, for a maximum of 15 days
- Extended hotel stay	Hotel expenses of €100 per day, for a maximum of 7 days
- Additional reimbursement of emergency medical and hospitalisation expenses abroad	€1,000,000 per person and per event
- Additional reimbursement of medical fees in the country of residence following hospitalisation abroad (in addition to Social security or any other collective plan)	Maximum €25,000 per person for 30 days
- Emergency dental care (prosthetics included)	€300 / tooth, maximum per event: €2,000
- Transport of the body in the event of death <ul style="list-style-type: none"> <li>• Repatriation of the body</li> <li>• Funeral expenses necessary for the transport</li> <li>• Return of an insured companion</li> </ul>	Actual costs  €5,000 Ticket
- Premature return and early return	Ticket
Payment of search or rescue expenses (in the mountains, on marked ski runs or paths ("pistes") only)	€20,000 per person €20,000 per event
- Travel information	Advice
- Psychological support in the event of major trauma following a covered "illness or accident"	Up to two telephone calls per insured person per insurance period
- Sending out medicines abroad	Shipment expenses
- Sending of a substitute employee	Ticket
Legal assistance abroad <ul style="list-style-type: none"> <li>• Payment of fees</li> <li>• Advance of bail bond</li> </ul>	€10,000 €50,000

<u>Cover</u>	<u>Amounts</u>
<b>CIVIL LIABILITY</b>	
- Bodily injury, property damage and consequential losses	€4,500,000
- Only material and consequential loss	€75,000
<u>Cover</u>	<u>Amounts</u>
<b>INDIVIDUAL ACCIDENT</b>	
- In the event of death:	€100,000 per person, maximum of €100,000 per event
- In the event of total permanent disability	€100,000 per person, maximum of €100,000 per event
- Refitting of home in the event of permanent invalidity above 33%	€10,000 per person and per event
<u>Cover</u>	<u>Amounts</u>
<b>FLIGHT DELAY</b>	
Charter flight and regular flight	
Delay of more than 4 hours	€200 per person, maximum of €1,000 per event
<u>Cover</u>	<u>Amounts</u>
<b>DEDUCTIBLE BUY-BACK</b>	
Repurchase of rental vehicle excess abroad	€1,000 per vehicle and per event

#### Time limit for subscription

In order for the “Cancellation” cover to be valid, this contract should be taken out when booking the trip, or before the effective date of the schedule of cancellation expenses.

The amounts of cover indicated above, other than cancellation, apply throughout the duration of the assignment.

## → General Provisions

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set forth in the following pages.

This is a group damage insurance contract taken out by the Globe Partner Association with AWP P&C SA for which enrolment is optional.

### Provisions common to all cover packages

#### DEFINITIONS

##### Personal injury

Any sudden action external to the victim that causes bodily damage or injury.

##### Uncertain event or uncertainty

An unintentional, unforeseeable, unstoppable, and external event.

##### Subscribers

Persons duly insured under this contract, hereafter referred to as "you". With regard to the applicability of legal provisions concerning the period of limitation, one should refer to the "Subscriber" when the articles of the French Insurance Code mention "Insured person" or "Insured party".

##### Insurer/Assistance Provider

AWP P&C, public limited company with share capital of €17,287,285, RCS519 490 080 BOBIGNY Trade & Companies Register having its registered office at 7 rue Dora Maar, 93400 SAINT-OUEN, FRANCE a private company governed by the French Insurance Code,

which entrusts the implementation of the guarantees described below to:

AWP FRANCE SAS, Joint stock company with share capital of €7,584,076.86, RCS490 381 753 BOBIGNY Trade & Companies Register having its registered office at 7 rue Dora Maar, 93400 SAINT-OUEN, FRANCE Insurance Brokerage Company - Registration ORIAS 07026669 - (www.orias.fr) hereinafter referred to as "AWP France".

##### Terror Attack/Acts of Terrorism

This means any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, committed with the aim of seriously disturbing public order.

Such a "terror attack" should be identified as such by the French Foreign Ministry.

##### Baggage

Travelling bags, suitcases and their contents, **excluding the clothes worn by the Subscriber and persons travelling with the Subscriber and insured under this contract.**

##### Natural disasters

Abnormal intensity of a natural element not arising from human intervention.

##### Insurance Code

The French Insurance Code is the collection of legislative and regulatory texts that govern insurance contracts.

##### Forfeiture

Loss of right to Cover for the Loss/Claim in question.

**Domicile**

Main place of residence of the person to whom this term refers. The domicile is the main and usual place of residence..

**DROM POM COM**

“DROM POM COM territories” are what the DOM-TOM territories (French overseas possessions) are now called, since the Constitutional Reform of 17 March 2003 that changed the names and definitions of the DOM-TOM territories.

**Transport Firm**

The term “transport firm” refers to any company duly approved by the public authorities for the carriage of passengers.

**Epidemic**

The rapid propagation of a contagious and infectious disease that affects a large number of people in a given place at a given time and reaches, at a minimum, level 5 according to WHO criteria.

**Abroad**

Any country except the country where the Policyholder is domiciled and excluding countries not covered.

**Europe**

“Europe” means all the European Union countries plus Switzerland, Norway and the Principality of Monaco.

**Medical expenses**

Pharmaceutical, surgical, consultation, and hospitalization expenses that are medically prescribed and necessary for diagnosing and treating an illness.

**France**

“France” means the European territory of France (including the islands in the Atlantic Ocean, the English Channel and the Mediterranean Sea), as well as the DROM POM COM (as the “DOM TOM” - the French overseas territories and possessions - have been renamed since the constitutional reform of 17 March 2003).

**Excess**

Portion of the indemnity borne by you.

**Strike**

Concerted collective action in which the employees of a firm, of an economic sector, or of a professional category stop work in order to give weight to their claims.

**Civil War**

By “Civil War” is meant armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or coup d'état, and any application of martial law or border closure ordered by the authorities of the country in question.

**War with a Foreign Power**

A "war with a foreign power" means declared or undeclared armed opposition between one State and another State, as well as any invasion or state of siege.

**Hospitalization**

Any unforeseen, unscheduled stay in a health facility.

**Illness**

Sudden and unpredictable deterioration of health resulting in a change of the general condition observed by an authorized medical authority, diagnosed for the first time during a business trip falling under the contract's guarantee period.

### Serious illness

As defined by a competent medical authority and preventing independent movement.

### Member of the family

Member of the family means any person who can evidence they have a *de jure* or *de facto* family tie (kinship) with the Policyholder.

### Mission

Any professional travel of the Policyholder, carried out on behalf of the Subscriber, including seminars, conferences, courses, training and other professional events. Travel and stays made on a private basis by the Policyholder are covered provided that they are contiguous to a business trip.

**Expatriation or detachment periods carried out by a Policyholder on behalf of the subscriber are not considered as business trips.**

### Us

The Insurer.

### Personal belongings

Camera, camcorder, portable games console, multimedia player, laptop computer, tablet. **Only personal belongings purchased within the last three years.**

### Precious objects

Jewelry, watches, furs

### Countries not covered

North Korea. The updated list of all countries not covered is available at the following website: [www.allianz-voyage.fr/pays-exclus](http://www.allianz-voyage.fr/pays-exclus).

### Pollution

Degradation of the environment due to the discharge of substances that are not naturally present into the air, water or soil.

### Period of Limitation

Extinction of a right resulting from failure of the holder of the right to exercise it for a given period of time.

### (Claimable) Loss or Loss Event or Claim

Event that may result in the application of contract cover.

### Subscriber

The natural or legal person taking out the insurance contract.

### Subrogation

The legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Policyholder to take legal action against the opposing party).

### Third Party

Any person other than the Subscriber who is liable for the damage, injury or loss.

Any Subscriber who is a victim of bodily injury, property damage or consequential loss caused by another Subscriber (the Subscribers are considered to be third parties between themselves).

### Wear and tear (obsolescence)

Loss in value of an item due to wear and tear, usage or conditions of upkeep on the day of the Claim. Unless otherwise specified in the contract, Obsolescence calculated for the compensation payout is 1 % per month, capped at 80 % of the initial purchase price.

### You

The Subscriber.

### Tour operator

A tour operator is a person who organizes tourist holidays by combining a number of services from its suppliers, such as restaurant owners, guides and airlines. Generally speaking, tour operators anticipate their requirements of their clientele and offer holiday packages. So initially they conduct surveys then put together the various services in order to negotiate them. A tour operator sells its packages to travel agencies and pays them a commission.

### Covered Flight

This is the flight for which you have taken out "FLIGHT DELAY" cover.

However, if the flight is cancelled more than 24 hours before the initially scheduled departure time, the "FLIGHT DELAY" cover covers the replacement flight.

### Flight Delay

This is the covered flight arriving at its final destination an hour later than its initially scheduled arrival time.

If the initial flight is cancelled less than 24 hours before its departure time, the flight delay is the difference between the time at which the replacement flight arrives at its final destination and the arrival time initially scheduled for the cancelled flight.

## WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT ?

The cover and/or services subscribed for under this contract apply throughout the entire world **except in the non-covered countries.**

## WHAT PERIOD DOES THE CONTRACT COVER ?

The term of validity corresponds to the duration of the assignment.

The "Cancellation" and "Flight Delay" covers take effect on the day this contract is taken out and expire on the trip's day of departure (outward journey).

Other benefits take effect on the scheduled departure day and expire on the day of return.

## WHAT GENERAL EXCLUSIONS APPLY TO ALL BENEFITS ?

*We cannot intervene when your applications for cover or services are consequential to damage, injury, or loss resulting from:*

- *epidemics, natural disasters and pollution (except for "Premature return" and "Early return" coverage);*
- *consequences and/or events resulting from civil war or war with a foreign power, riots, civil unrest, in accordance with Article 121-8 of the French Insurance Code;*
- *consequences and/or events resulting from a strike;*
- *consequences and/or events resulting from a terror attack/act of terrorism;*
- *the consequences of the voluntary participation by the Subscriber, and people travelling with the Subscriber and insured under this contract, in a crime, offence, riot or strike other than in situations of self-defense;*
- *deliberate failure to comply with regulations in the country visited;*
- *disintegration of atomic nuclei or any irradiation caused by ionizing radiation;*
- *misuse of a drug or the use of narcotics not medically prescribed, as judged by a competent medical authority;*
- *damage following the consumption of alcohol by the Subscriber, and people travelling with the Subscriber, and insured under this contract, as well as members of the Subscriber's family, characterized by the presence in the blood of a level of pure alcohol greater than or equal to the legal limit permitted for drinking and driving stipulated by the regulations of the country visited;*
- *accidents/damage and their consequences caused or deliberately provoked by the Subscriber, persons travelling with the Subscriber, and insured under this contract, as well as members of the Subscriber's family;*
- *practicing a sport professionally;*



- *participating in endurance or speed trials on board any motorized land, water or air craft;*
- *participating as a competitor in any competition or event organized by a sports federation or association;*
- *disregarding safety rules to which the attention of the Subscriber, and the people travelling with the Subscriber, and insured under this contract, together with the Subscriber's family, has been drawn regarding the practice of sports activities;*
- *the consequences of suicide or attempted suicide of the Subscriber, and the people travelling with the Subscriber and insured under this contract, as well as the Subscriber's family;*
- *absence of uncertainty;*
- *insured goods and/or activities when the Insurer is prohibited from providing an insurance contract or service due to a sanction, restriction or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law;*
- *insured goods and/or activities when they are subject to any sanction, restriction, partial or total embargo or prohibition provided for by agreements, laws or regulations, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law. It is understood that this provision applies only when the insurance contract, the insured property and/or the insured activities are covered by decisions implementing restrictive sanctions, total or partial embargoes or bans.*
- *the results of :*
  - *infectious risk situations in an epidemic context,*
  - *exposure to infective biological agents, such as combat gas, incapacitants, radioactive, neurotoxic or persistent neurotoxic agents, which are subject to quarantine or preventative measures or specific monitoring or recommendations from international or local health authorities,*
  - *natural and / or human pollution.*

## HOW IS YOUR COMPENSATION CALCULATED ?

If compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved.

Each of us chooses a claims adjuster. If the claims adjusters cannot agree, they refer the matter to a third claims adjuster, and all three of them operate jointly and by majority vote.

Should one of us fail to appoint a claims adjuster or should the two claims adjusters fail to agree on the choice of a third claims adjuster, the appointment is made by the Presiding Judge of the Regional Court (Tribunal de Grande Instance), ruling in summary proceedings. Each of the contracting parties bears the cost of the fees of its appraiser, and, where applicable, half the fees of the third appraiser.

## WITHIN WHAT TIME LIMIT WILL YOU RECEIVE THE INDEMNITY ?

Payment will be made within 15 days of the agreement reached between us, or as of the notification of the enforceable court decision.

## WHAT PENALTIES APPLY IF YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS ?

Any fraud, omission, or intentional false declaration you make about the circumstances or the consequences of a claimable loss shall result in the forfeiture of any right to benefit or compensation for that claimable loss.

## DECLARATION OF YOUR OTHER INSURANCE POLICIES

If the risks covered by this policy are or will be covered in full or in part by another Insurer, you must immediately inform us thereof and of the sums thus insured.



In the event of a claimable loss, you may be indemnified for the damage by the Insurer of your choosing, as these Insurance policies operate within their limits of cover.

**N.B.** If several insurance policies for the same risk are taken out fraudulently or improperly, the policies may be declared invalid and damages and interest may be claimed (Article L 121-3 of the French Insurance Code, 1<sup>st</sup> paragraph).

## WHAT IS THE PROCEDURE FOR THE EXAMINATION OF COMPLAINTS?

Your usual contacts are available to closely examine all your enquiries and complaints. If after such an examination their answers do not meet your expectations, you can refer your complaint to:

ACS  
Service Réclamations  
153 rue de l'Université  
75007 Paris - FRANCE

Receipt of the complaint will be acknowledged within 10 days, unless you have already received the answer itself within that time limit. In any event, and as required by law, you will receive an answer within 2 months of the date of receipt of the complaint.

If you are not satisfied with the answer you are given, you should e-mail: **reclamation@votreassistance.fr**

or write to :

AWP FRANCE SAS  
Service Traitement des Réclamations  
TSA 70002  
93488 Saint-Ouen Cedex - FRANCE

Receipt of the complaint will be acknowledged within ten (10) working days (excluding Sundays and public holidays), unless you have already received the answer itself within that time limit.

In any event, a reply will be provided no later than two (2) months after the date of receipt of the complaint, except for the occurrence of special circumstances for which the Insurer would keep you informed.

What should you do if you are still not satisfied with the response you have received once you have exhausted all the internal channels listed above? You can appeal to the Insurance Mediator whose contact details are as follows:

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

FFA member insurance companies have put in place a system that allows policyholders and third parties to benefit from a mediation procedure for the settlement of their disputes. This device is defined by the 10 rules of the Charter of Mediation of the FFA.

If you subscribe to your insurance contract online, you have the possibility as a consumer to use the European Commission's Online Dispute Resolution Platform (RLL) using the following link:

<http://ec.europa.eu/consumers/odr/>

## AUTHORITY RESPONSIBLE FOR THE SUPERVISION OF THE INSURANCE COMPANY

The controlling body of AWP P&C is Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 place de Budapest CS 92459 75436 Paris Cedex 09 - FRANCE, <https://acpr.banque-france.fr/>.

## DATA PROTECTION

The processing of personal data is governed by the French Data Protection Act of 6 January 1978 and the EU Regulation 2016/679 of 27 April 2016 relating to the protection of individuals with regard to the processing of personal data and the free use of these data.

AWP P&C and AWP France are responsible for the processing of personal data collected for the purpose of contracting, management and performance of contracts.

These data are kept for the period of time necessary for the performance of the contract and in accordance with the provisions relating to the limitation period. They are intended for the use of the assistance services administrators and may be communicated to subcontractors located in or outside the European Union.

In accordance with the applicable data protection laws and regulations, you have the right to access your personal data and have them rectified by contacting: [personal-info@votreassistance.com](mailto:personal-info@votreassistance.com).

You are acknowledged of the existence of the 'opt-out' list from direct phone marketing "Bloctel" on which you can register: <https://conso.bloctel.fr/>.

For more information, it is possible to consult the Privacy Statement explaining how and why the personal data are collected. You have been given its most updated version when you signed the contract.

**As part of its risk control and anti-fraud policy, AWP France reserves the right to carry out any control of the information and, if necessary, to seize the competent authorities in accordance with the law in force.**

## SUBROGATION

Pursuant to the provisions of Article 121-12 of the French Insurance Code, the Insurer is subrogated, up to the amount of compensation it pays out, to the rights and actions of the Subscriber with respect to third parties liable for the loss.

If the subrogation can no longer be operative in favor of the Insurer through the fault of the Subscriber, the Insurer shall be discharged from its obligations with regard to the Subscriber insofar as the subrogation could have been exercised.

## LIMITATION PERIOD APPLYING TO ACTIONS DERIVING FROM THE INSURANCE CONTRACT

The provisions governing the period of limitation for bringing action deriving from the insurance contract are laid down by Articles L 114-1 to L 114-3 of the French Insurance Code, as quoted below:

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

Any action deriving from an insurance contract is barred by limitation two years after the event giving rise to the claim. However, this period of limitation applies:

- 1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk incurred, only from the date on which the Insurer became aware of the said risk;
2. In the event of a claim, as from the date on which the interested parties became aware of it, if they prove they were unaware of it prior to that date.

When the action brought by the Insured Party against the Insurer is caused by third-party recourse, the period of limitation starts only from the date on which the third party takes legal action against the Insured Party or has received compensation from the Subscriber. The period of limitation is extended to 10 years in life insurance contracts when the beneficiary is a person other than the Subscriber, and, in insurance contracts for personal accidents, when the beneficiaries are the successors in title of the deceased

Insured Person.

For life insurance contracts, and notwithstanding the provisions of point 2 above, the beneficiary's right to bring action lapses at the latest 30 years after the death of the Insured Person.

**Article L 114-2 of the French Insurance Code:**

The limitation period may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of loss adjusters further to a claim. The limitation period may also be interrupted if the insurer sends the insured person a registered letter with acknowledgement of receipt demanding payment of the premium, or if the insured person sends such a letter to the insurer demanding payment of compensation.

**Article L 114-3 of the French Insurance Code:**

By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance contract may not, even by common accord, either change the limitation period or add causes for the suspension or interruption thereof.

**Additional information:**

The ordinary causes for interruption of the period of limitation referred to in Article L 114-2 of the French Insurance Code are stated in Articles 2240 to 2246 of the French Civil Code, which are quoted below.

**Article 2240 of the French Civil Code:**

Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the period of limitation.

**Article 2241 of the French Civil Code:**

Instigating legal proceedings, even summary proceedings, interrupts the period of limitation as well as the debarment period.

The same applies when the matter is brought before an incompetent jurisdiction, or when referral to the said court is nullified due to procedural irregularity.

**Article 2242 of the French Civil Code:**

Interruption resulting from instigating legal proceedings is effective until the proceedings end.

**Article 2243 of the French Civil Code:**

The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is definitively dismissed.

**Article 2244 of the French Civil Code:**

The period of limitation or the debarment period is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures, or by an enforcement being ordered.

**Article 2245 of the French Civil Code:**

One of the jointly and severally liable obligors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligor of the right of the person against whom the obligor could claim inaction interrupts the limitation period against all the others, even against their heirs. Conversely, one of the heirs of a jointly and severally liable obligor being summoned or notified, or that heir recognizing such a right, does not interrupt the limitation period with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the limitation period with regard to the other co-obligors only for the share for which that heir is liable. In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligors, the summons or notification needs to be made to all of the heirs of the deceased obligor, or all of the heirs need to recognize the right.

**Article 2246 of the French Civil Code:**

Summons served to the main obligee, or the main obligee recognizing the right in question, interrupts the period of limitation for bringing action against the guarantor.

To consult any updates to the aforementioned provisions, please visit the official website at [www.legifrance.gouv.fr](http://www.legifrance.gouv.fr).

## COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

The pre-contractual and contractual relations are governed by French law, principally the Insurance Code.

Any legal proceedings relative to this policy come under the sole jurisdiction of the French courts. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes between you and us.

## SANCTIONS IN THE EVENT OF FALSE DECLARATION

**Any deliberate false statement, omission or inaccurate statement of the risk or new circumstances resulting in either increasing the risks or creating new ones will incur the following penalties provided for by the French Insurance Code.**

**Nullity of your contract in the event of an intentional false statement (article 113-8 of the French Insurance Code). In which case, we retain the premiums you have already paid. Furthermore, by way of compensation, we are entitled to demand payment of all the insurance premiums due until the main term of the contract. You must also reimburse any indemnities paid out for claims made under your policy.**

**If it is not deliberate (article 113-9 of the French Insurance Code), you incur:**

- **an increase in your premium or the termination of your policy if it is detected before any loss event,**
- **a reduction in your indemnities, if it is detected after a loss event. The reduction equals the difference between the premium actually paid and the premium that would have been paid had the statement reflected reality.**

## LANGUAGE USED

The French language shall be used in all pre-contractual and contractual relations.

## ANTI-MONEY-LAUNDERING

The controls that we are legally required to conduct in respect of money laundering and the funding of terrorism, particularly with regards to cross-border capital transfers, may require us to ask you at any time for explanations or supporting documents, even in connection with the purchase of the insured goods. Pursuant to the French Data Protection Law of 6 January 1978 as amended by the French Law of 6 August 2004, and pursuant to the French Monetary and Financial Code, you are entitled to access your personal data by sending a letter to the French Data Protection Authority (CNIL).

## LIMITS OF ASSISTANCE ACTIONS

AWP France acts in compliance with national and international laws and regulations and its services are subject to the necessary approval being obtained from the competent administrative authorities.

**Moreover, AWP France cannot be held liable for delays or hindrances to the performance of the agreed upon services as a result of force majeure, or events such as strikes, riots, popular movements, restrictions to the free circulation of people and goods, sabotage, acts of terrorism, civil or foreign wars, notable political instability, reprisals, embargoes, economic sanctions (summary of restrictive measures by country is available on the website of the French Ministry for the Economy and Finance: <https://www.tresor.economie.gouv.fr/sanctions-financieres-internationales>), the consequential effects of a radioactive source, natural disasters or any other exceptional circumstances.**

We will nevertheless endeavor to do everything possible to assist the Insured Person.



Information for each country is also available in the "Advice for travelers" section on the website of the French Ministry for Foreign Affairs and International Development: <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>.

The organization by the Insured Person or his entourage of one of the AWP France services subject of the present policy can give rise to refunding only if AWP France was warned and clearly agreed to. The costs incurred will be reimbursed upon presentation of the original receipts, within the limits of the costs that AWP France would have incurred to organize the service.

**Benefits that have not been requested in advance and / or that have not been organized by the services of AWP France, do not give right to reimbursement or compensation whatsoever.**

The responsibility of AWP France only concerns the services performed in application of the policy.

**It will not be held responsible for:**

- **acts performed by the service providers intervening with the Insured Person in their own name and under their own responsibility;**
- **non-performance or improper performance of their contractual obligations resulting from a case of force majeure.**

## → Cancellation costs for named perils

Effective date	Cover expires
Cancellation: the day this contract is taken out	Cancellation: on day of departure

### WHAT DO WE COVER ?

We reimburse down payments or any sums retained by the trip organizer, minus an excess indicated in the schedule of cover, that are invoiced in accordance with the latter's general term of sale **(to the exclusion of claim processing costs, visa expenses, insurance premium, and all taxes and duties)**, when you are obliged to cancel your trip before you leave (on the outward journey).

### UNDER WHAT CIRCUMSTANCES DO WE INTERVENE ?

We intervene for the following reasons and under the following circumstances, to the exclusion of any other.

#### **Serious illness, serious accident involving injury or death**

**(including relapse or worsening of a chronic or pre-existing disease, or of the after-effects of an accident involving injury that occurred prior to subscription to this contract) suffered :**

- by yourself, or by your de jure or de facto spouse;
- by your ascendants or descendants, to the 2nd degree, and/or by those of your de jure or de facto spouse;
- by your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law;
- in the event of death of your uncle, your aunt, your nephews and nieces;
- by the person replacing you at work, subject to their name being mentioned at the time of taking out the contract;
- by the legal guardian;
- by a person who usually lives under your roof;
- by the person who, during your trip, is entrusted with:
  - looking after your under-age children, subject to that person's name being mentioned at the time of taking out the contract;
  - looking after a disabled person, subject to that disabled person living under the same roof as you, and to them having you as their legal guardian, and to the name of the person looking after them being mentioned at the time this contract was taken out.

**We intervene only if the illness or accident involving injury formally precludes leaving home, requires medical treatment, and prevents the sufferer from carrying on any occupational or other activity.**

#### **Complications due to pregnancy**

- that lead to absolute interruption of any occupational or other activity and subject to the person not being more than 6 months pregnant at the time of departure,
- or
- if the very nature of the trip or travelling is incompatible with your being pregnant, subject to you not knowing you were pregnant at the time of enrolling on the trip.

#### **Contraindication for or after-effects of vaccinations**

#### **Redundancy for economic reasons**

- you are made redundant or,
  - your de jure or de facto spouse is made redundant,
- subject to the redundancy decision not being known at time of booking the trip or taking out this policy.

#### **Summons before a court, only in the following cases :**

- witness or jury member,
  - appointment as an expert witness,
- subject to you being summoned at a date coinciding with the trip/travel period.

#### **Summons with a view to adopting a child**

subject to you being summoned at a date coinciding with the trip/travel period.

#### **Destruction of business or private premises**

consequent upon fire, explosion, flooding or water damage, and subject to the said premises being over 50 % destroyed.

#### **Theft or burglary on business or private premises**

provided that the scale or importance of the theft requires your presence and that the theft takes place within the 48 hours before departure.

#### **Change of job**

Required by your management and not having been requested by you, **to the exclusion of managers managing their own business, self-employed professionals, tradespeople or craftspeople, and people working in entertainment or performing artists.**

#### **Visa refusal by the authorities of the country**

subject to no application having been previously refused by those authorities for the same country. Documentary evidence from the embassy will be required.

#### **Serious damage to your vehicle**

Within the 48 hours before the departure and insofar as the vehicle cannot be used to take you to the place of stay or to the departure appointment made by the organizer.

#### **Theft of identity papers or travel tickets**

theft of identity papers or travel tickets of the Subscriber 48 hours prior to his/her departure and preventing him/her from fulfilling the travel formalities, provided that the theft is reported to the law enforcement authorities.

#### **Attack or natural disaster**

By way of exception to the general exclusions, we guarantee the cancellation fees due to the causes below:

In the event of a riot, terrorist attack or act of terrorism or in the event of a natural disaster occurring abroad, within a 50 km radius of your resort in the city or cities of destination or mission.

#### **Cancellation of professional appointment**

provided that the appointment was confirmed at the time of booking the journey.

## **WHAT WE EXCLUDE**

***In addition to the exclusions in the “WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?” section, we cannot intervene if the cancellation is caused by:***

- ***illness requiring psychiatric or psychotherapeutic treatment, including nervous breakdowns that have not required hospitalization for at least three days at the time of the cancellation of the trip;***
- ***forgetting to be vaccinated;***
- ***non-presentation of identity card or passport, regardless of the reason;***
- ***illness or accident that are established for the first time, or that result from a relapse or worsening, or of hospitalization between the date of purchase of your trip and the date the insurance contract was taken out;***



- **defaulting of any kind, including financial, by the organizer of your trip, or by the carrier, preventing them from meeting their contractual obligations.**  
**In addition, we never intervene if the person making the cancellation is hospitalized at the time of booking of the trip or of taking out the contract.**

## HOW MUCH COMPENSATION DO WE PAY ?

We intervene for the amount of the cancellation expenses incurred on the date of the event that are covered under the travel organizer's general terms of same, with a maximum and an excess as stated in the schedule of cover amounts.

The insurance premium is never refundable.

## WHEN MUST YOU MAKE YOUR CLAIM ?

**1/ Medical reasons:** you should declare your loss **as soon as a competent medical authority establishes that the seriousness of your state of health would contraindicate your trip.**

If your cancellation results from a medical contraindication to travel, our refund is limited to the cancellation expenses applying on the date of the contraindication (based on the travel organizer's scale that applied when you signed up for the trip).

**Cancellation for any other reason:** you should declare your loss as soon as you become aware of the event that might lead to application of the cover.

If your travel cancellation occurs at a later time, our refund is limited to the cancellation expenses applying on the date of the event (based on the travel organizer's scale that applied when you signed up for the trip).

2/ You must inform us within 5 working days of the event invoking the cover by specifying your contract number to us. To that end, send us the claim form enclosed together with insurance contract you received.

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

Your claim must be accompanied by the following documents:

- in the event of illness or accident involving injury, a medical certificate stipulating the origin, nature, severity and expected consequences of the illness or accident,
- in the event of death, by a certificate and by a civil status certificate ("fiche d'état civil");
- in other cases, by any documentary evidence.

**You should let us have the medical details and documents necessary for your claim file to be examined, using the envelope pre-printed with the name and address of the medical examiner that we will send you as soon as we receive the declaration of loss.**

**If you do not have such documents or details, you should procure them from your doctor and send them to us using the above-mentioned preprinted envelope.**

**You should also use an envelope pre-printed with the name and address of the medical examiner to send us any details or documents you may be required to supply to justify the reasons for your cancellation, in particular:**

- all the photocopies of the prescriptions for medicines, tests or examinations, and any documents evidencing the dispensing of such medicines or the performance of such tests or examinations, and in particular the state health insurance fund reimbursement forms bearing copies of the corresponding stickers for the prescribed medicines,
- the reimbursement statements from Social Security or from any other similar body, relating to reimbursement of the costs of treatment and to payment of daily sickness benefit,
- the original of the paid invoice for the amount you were bound to pay to the organizer or that the organizer is keeping,
- the number of your insurance contract;
- the enrolment slip issued by the travel agent or the organizer,
- in the event of an accident involving injury, you must specify the causes and circumstances and provide us with the names and addresses of those who are liable, and, where applicable, of witnesses.



Furthermore, it is expressly agreed that you accept in advance that you may be examined by our medical examiner. Therefore, if you object to such an examination without a legitimate reason, you lose your rights to the cover.

To facilitate the claim notification and optimize the processing of the file, it is recommended to report the claim online:

<https://indemnisat.ion.mondial-assistance.fr>

You can follow the processing of the file 24/7 using the confidential code that will be provided.

The Policyholder can also contact the Insurer by telephone from Monday to Friday, 9am to 6pm (Time zone of metropolitan France):

From France: **01 42 99 03 97**

From outside of France: **00 33 1 42 99 03 97**

Or by post:

**AWP France SAS  
Service Indemnisation Assurances  
DOP01 – DOP01  
7 rue Dora Maar  
CS 60001  
93488 SAINT-OUEN Cedex – France**

## → Bagage

Effective date	Cover expires
Bagage : on the scheduled day of departure	Bagage : the scheduled return day

### WHAT DO WE COVER ?

We cover, up to the amount indicated in the table of the amounts of cover, your luggage, personal and business belongings and objects, carried with you or purchased during your trip, outside your main or secondary residence, in the event of:

- theft,
- total or partial destruction,
- loss during carriage by a transport firm.

#### Late delivery of your luggage

In the event that your personal baggage is not returned to you at the airport of destination (outward journey) and if it is returned to you more than 24 hours late, we reimburse you, upon presentation of documentary evidence, for purchases of essentials up to the amount stated in the schedule of cover.

However, you may not combine this compensation with the other “BAGGAGE” cover compensations.

#### Advance of funds abroad

Following theft or loss of your means of payment (credit card, chequebook, etc.) or of your initial transport ticket, we grant you an advance of funds, up to the amounts indicated in the table of the amounts of cover, in exchange for prior payment by a third party of an equivalent sum to our headquarters or to one of our correspondents abroad.

#### Theft or loss of keys or identity papers

After a theft or loss of your keys or identity papers, we reimburse, on presentation of documentary evidence, the reissue fees up to an amount stated in the table of the amounts of cover.

However, you may not combine this compensation with the other “BAGGAGE” cover compensations.

### WHAT ARE THE LIMITATIONS ON OUR COVER ?

- For valuables, pearls, jewelry, and watches and furs being worn, and for any instrument for reproducing sound and/or image and accessories of such instruments, hunting rifles and laptop computers, **the refund value cannot under any circumstances exceed 50 % of the amount stated in the schedule of cover.**

**In addition, the items listed above are covered only for theft established and duly declared as such to a competent authority** (police, gendarmerie, transport firm, purser, etc.).

- Theft of jewelry is covered ONLY when the jewelry is placed in a safe or while it is being worn by you.
- Theft of any instrument for reproducing sound and/or image and accessories of such instruments is covered ONLY when they are placed in a safe or while they are being carried by you.

- If you are using a private car, the risk of theft is covered, provided the baggage and personal belongings are kept in the boot of the locked vehicle and are out of sight. **Only burglary is covered.**

If the vehicle is parked on a public street or road, the cover applies only from 7 a.m. to 10 p.m.

### WHAT WE EXCLUDE

***In addition to the exclusions in the “WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?” we cannot provide cover in the following cases:***

- ***theft of baggage, personal effects and belongings left unsupervised in a public place or stored in an area made available for shared use by various people;***
- ***theft of any instrument for reproducing sound and/or image and accessories of such instruments when they are not placed in a locked safe, and while they are not being carried, which implies de facto that such instruments are not covered while they are entrusted to any transport firm whatsoever (air, sea, rail, road, etc.);***
- ***forgetting, loss (except by a transport firm), exchange or swapping;***
- ***theft without breaking and entering being duly established and reported by an authority (police, gendarmerie, transport firm, purser, etc.);***
- ***accidental damage due to leaks of liquids, greasy substances, dyes or corrosives contained in your baggage;***
- ***confiscation of property by the Authorities (customs, police);***
- ***damage, injury or loss caused by mites and/or rodents, and by cigarette burns or by a non-incandescent heat source;***
- ***theft committed in a convertible, from an estate car, or from some other vehicle not having a boot;***
- ***sales representatives' collections and samples;***
- ***theft, loss, forgetting or deterioration of cash, documents, books, tickets and credit cards;***
- ***theft of jewellery when it is not placed in a locked safe while it is not being worn, which implies de facto that such jewellery is not covered while it is entrusted to any transport firm whatsoever (air, sea, rail, road, etc.);***
- ***breakage of fragile items such as objects made of porcelain, glass, ivory, pottery, or marble;***
- ***indirect loss such as depreciation and deprivation of use or enjoyment;***
- ***the following named objects: any prosthesis or aid of any kind, bicycles, trailers, securities, paintings, spectacles, contact lenses, documents recorded on tape or film, sports articles, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohols, works of art, beauty products and photographic films.***

## HOW MUCH COMPENSATION DO WE PAY ?

The amount stated in the schedule of cover is the maximum amount paid out for any claimable losses occurring during the period of cover.

## HOW IS YOUR COMPENSATION CALCULATED ?

You receive compensation on documentary evidence and on the basis of the new value for replacement with equivalent objects of the same type, minus depreciation.

Under no circumstances does the co-insurance clause as provided for in Article L.121-5 of the French Insurance Code apply.

**Our reimbursement is made minus any reimbursement obtained from the carrier and minus the excess.**

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

Your claim notification must reach us within 5 business days, except in the event of unforeseeable circumstances or force majeure; if the aforementioned time limit is not respected and, as a result, we suffer harm, you lose any right to compensation.

Your claim notification must be accompanied by the following items:

- The receipt for the complaint for theft or for the declaration of theft made to a competent authority (police, gendarmerie, transport firm, purser, etc.) when the claimable loss results from a theft during the trip or from loss by a transport firm;

- The documents showing loss or destruction established with the carrier (sea, air, rail, road) when your baggage or objects has/have been mislaid, damaged or stolen during the period when they were in the custody of the carrier.

If these documents are not produced, you run the risk of forfeiting your rights to compensation. The insured sums may not be considered as being proof of the value of the property for which you are claiming compensation, or as proof of the existence of said property.

By any means in your power and by any document in your possession, you must provide evidence of the existence and the value of such property at the time of the claimable loss, and the scale of the damage.

If you knowingly use documents that are inaccurate or use fraudulent means as evidence, or make inaccurate or reticent declarations, you shall forfeit any right to compensation, without prejudice to the proceedings that we would then be justified to take against you.

To facilitate the claim notification and optimize the processing of the file, it is recommended to report the claim online:

<https://indemnisation.mondial-assistance.fr>

You can follow the processing of the file 24/7 using the confidential code that will be provided.

The Policyholder can also contact the Insurer by telephone from Monday to Friday, 9am to 6pm (Time zone of metropolitan France):

From France: **01 42 99 03 97**

From outside of France: **00 33 1 42 99 03 97**

Or by post :

**AWP France SAS  
Service Indemnisation Assurances  
DOP01 – DOP01  
7, rue Dora Maar  
CS 60001  
93488 SAINT-OUEN Cedex**

## **WHAT HAPPENS IF YOU RECOVER SOME OR ALL OF THE BAGGAGE, PERSONAL EFFECTS OR BELONGINGS?**

In such a case, you must inform us immediately by registered letter, as soon as you are informed of such recovery:

- if we have not yet paid your compensation, you must retake possession of the said baggage, personal effects or belongings; we are then bound to pay only for any damage or missing items;
- if we have already paid the compensation to you, you may opt, within a time limit of 15 days:
  - either for the abandonment of the said baggage, personal effect or personal belongings in our favour;
  - or for the recovery of the said baggage, personal effects or belongings subject to paying us back the compensation you have received minus any portion of that compensation that corresponds to damage or missing items.

If you have not made your choice within a time limit of 15 days, we shall consider that you have opted for abandonment.

## → Repatriation Assistance

Effective date	Cover expires
Repatriation assistance: the scheduled departure day	Repatriation assistance: the scheduled return day

If you find yourself in any of the aforementioned situations, and pursuant to the General and Supplementary Provisions of your contract, we provide the described services on receiving a telephone call (reverse charge call accepted from abroad).

In any event, the decision to provide assistance and the choice of the appropriate means lies exclusively with our doctor, after the latter has contacted the local doctor and possibly the family of the beneficiary. Only the medical interest of the beneficiary and compliance with the applicable health regulations are taken into consideration when making the transport decision, choosing the means for such transport, and choosing the location in the event of hospitalization.

**Under no circumstances do we act in place of the local emergency services.**

### WHAT DO WE COVER?

#### Repatriation or medical transport

If you fall ill or are injured and your state of health requires you to be transferred, we organize and bear the cost of repatriating you to your home or to the hospital closest to your home that is best suited to your state of health.

Depending on the seriousness of the case, repatriation or transport takes place under medical supervision, if necessary, using the most appropriate of the following means:

- special medical aircraft
- regular airliner, train, sleeper train, ship, ambulance

#### Accompaniment during repatriation or medical transport

If you are transported under the above conditions, we organize and bear the additional costs of transporting a person who is insured under this contract and who is accompanying you, if the tickets purchased for his/her return cannot be used due to you being repatriated.

#### Presence in the event of hospitalization

If you are hospitalized and your state of health prevents you from being repatriated for 5 days, we organize and bear the costs of transporting a member of your family or a designated person who was not travelling with you and is in your country of residence in order for them to visit you.

We also meet the cost of hotel accommodation for that person up to the amount stated in the schedule of cover.

#### Extended hotel stay

If your state of health does not justify hospitalization or medical transport, and if you cannot make the homeward journey on the initially scheduled date, we bear your additional hotel stay costs and those of a person who is insured under this contract and who is accompanying you, up to the amount stated in the schedule of cover.

As soon as your state of health permits, we organize and bear the additional costs of transporting you and, where applicable, one insured person who has remained with you, if the tickets purchased for your and his/her return cannot be used due to that event.

#### Additional reimbursement of emergency medical and hospitalization expenses abroad

After reimbursement by Social Security or by any other welfare or health insurance body, we reimburse the expenses that remain to be borne by you up to the amount indicated in the Schedule of cover.

In the event that Social Security does not reimburse any part of those expenses, we cover you from the first euro up to the amount indicated in the Schedule of cover.

We also, under the same conditions, bear the costs of minor dental treatment up to the amount stated in the Schedule of cover.



### **Transportation of the corpse in the event of death**

We organize and cover the cost of transporting the corpse from the place at which it is placed in the coffin, in Metropolitan France or abroad, to the place of burial.

We also bear the costs of the ancillary expenses necessary for the transport, including the cost of the coffin, and enabling the transport to take place, up to the amount indicated in the table of sums insured. The costs for the ceremony, ancillaries, burial, or cremation are borne by the families.

We organize and bear the additional costs of transporting members of your family who are insured or a person who is insured under this contract and is accompanying you, if the tickets purchased for their return cannot be used due to this repatriation.

### **Early return**

Should you have to interrupt your trip early under any of the circumstances listed below, we meet the additional costs of transporting you and the person who is insured under this contract and who is accompanying you, if the tickets purchased for your and their return cannot be used due to this event.

We intervene under the following circumstances:

- serious illness, serious accident with injury leading to hospitalization (over 5 days long) or death of a member of your family,
- premature birth of your child,
- attack or personal assault against you,
- terror attacks or acts of terrorism, or in the event of natural disasters occurring within a radius of 100 km of your place of residence, only if the authorities of your home country advise you to leave your home;
- serious property damage making it absolutely necessary for you to be present and affecting your home in your home country or your business premises following a burglary, a fire, or water damage.

We subsequently bear the cost of your travel ticket back to your country of residence.

### **Payment of search or rescue expenses**

We bear the costs of sea or mountain search and rescue following an event endangering your life, up to the amount stated in the limit of cover table.

Only the expenses invoiced by a company duly approved for such activities may be reimbursed.

### **Sending out medicines abroad**

We take all necessary measures to find and dispatch medicines essential to continue ongoing medical treatment as prescribed by a doctor, if you no longer have the medicine with you further to an unforeseeable event and you are unable to procure it or an equivalent medicine locally.

You bear the cost of such medicine under all circumstances.

### **Advance of medical expenses**

If you are not in your country of residence and are not in a position to pay your medical expenses further to hospitalization due to an illness or to an accident with injury occurring during the period of cover, at your request we advance the said expenses up to the limits of our commitments. You will be asked to sign a letter of undertaking at your place of stay. This cover ceases as from the day on which we are able to repatriate you, or the day on which you are repatriated to your country of origin. You undertake to pay the sums advanced back to us as soon as possible, and within a maximum time limit of 30 days, and as soon as you or your family receives the reimbursement from Social Security or from any other welfare body.

### **Forwarding messages**

We forward any messages intended for you when you cannot be reached directly, e.g. in the event of hospitalization.

Similarly, on being called by a member of your family, we can forward to them any message that you might have left for them.



### Psychological counselling

We provide you with our listening and assistance support helpline up to the limits appearing in the table of the amounts of cover and of the excesses, in the event of major trauma following a covered "illness or accident".

### You need legal aid abroad

#### a) Payment of fees

Up to the amount stated in the schedule of cover, we bear the cost of the fees of legal representatives whose services you use, if proceedings are brought against you for unintentionally breaching the legislation of the foreign country in which you find yourself.

#### b) Advance of bail bond

If, in the event of an unintentional breach of the legislation of the country in which you find yourself, you are required by the authorities to pay bail, we advance such bail up to the amount stated in the schedule of cover.

This advance must be repaid within one month from presentation of our request for refund.

If the bail bond is repaid within that time limit by the authorities of the country, we must immediately be reimbursed.

### Medical advice and information services

At your request, we can provide you with medical information and advice, 24/7. The information we provide is general.

On one or more medicinal products:

- generic
- side effects
- contraindications
- interactions with other medication.

In the following areas:

- vaccinations
- nutrition
- healthy lifestyle
- diet
- travel preparations.

The doctor's intervention is limited to objective information. The service is neither a personalized medical consultation over the phone nor an encouragement of self-medication. For such requests, we recommend consulting your usual physician.

### Sending a substitute employee

If you are forced to prematurely curtail your trip (see Early Return), if you are repatriated (see Medical repatriation or transport) or if you are hospitalized locally (see Presence in the event of hospitalization), we bear the additional cost of transport of a stand-in member of staff to continue the mission, up to the amounts stated in the schedule of cover amounts.

## WHAT EXCLUSIONS ARE SPECIFIC TO PERSONAL ASSISTANCE?

*Under no circumstances may we act in place of the local emergency services.*

*In addition to the exclusions in the "WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?", we do not cover:*

- *convalescence and illness or accidents that are being treated and that are not consolidated at the date of the start of the trip;*
- *pre-existing illnesses diagnosed and/or treated and that have entailed hospitalization in the six months prior to the request for assistance;*
- *trips taken for diagnosis and/or treatment purposes;*

- *pregnancies except when unforeseeable complications occur, and in any event pregnancies as from the 32nd week of pregnancy;*
- *conditions resulting from absorbing alcohol, using drugs, narcotics and similar products not medically prescribed;*
- *the consequences of attempted suicide;*
- *For the cover of medical, surgical, pharmaceutical, or hospitalization expenses abroad:*
  - *costs further to an accidental bodily injury or medically corroborated illness before the cover takes effect, unless an established and unforeseeable complication occurs;*
  - *the cost of treating a medically corroborated pathological, physiological, or physical condition before the cover takes effect, unless an established and unforeseeable complication occurs;*
  - *the costs of internal prostheses or aids, be they optical, acoustic, functional, aesthetic or of other types, the costs incurred in Metropolitan France and in French overseas departments, regardless of whether or not they result from an accident or an illness occurring in France or abroad,*
  - *spa and rest home expenses, and physiotherapy expenses;*
  - *expenses incurred without our prior approval;*
  - *the consequences of intentionally breaching the regulations of the countries visited, or of engaging in activities prohibited by the authorities of those countries.*

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

For any request for assistance, you should contact us, 24/7:

From France: **01 42 99 02 46**

From abroad: **00 33 1 42 99 02 46**

A file reference will be immediately assigned and you will need to give us:

- your contract number
- your address and the telephone number where you can be reached

In order to be refunded of the expenses paid by the Member with the approval of AWP France, you must communicate to AWP France all the documents allowing to establish the merits of your request.

- by mail to the following address:

**AWP France SAS**  
**Service Relations Clientèle - RELAC01**  
**7, rue Dora Maar**  
**CS 60001**  
**93488 SAINT-OUEN Cedex - FRANCE**

- by phone, Monday to Friday from 9am to 5:30pm (Time zone of metropolitan France):

From France: **01 42 99 08 83**

From abroad: **00 33 1 42 99 08 83**

## → Civil Liability

Effective date	Cover expires
Civil liability: the scheduled departure day	Civil liability: the scheduled return day

### WHAT DO WE COVER?

We cover the financial consequences of the civil liability that you might incur due firstly to bodily injury and/or property damage, and secondly to consequential losses that are the consequence of such property damage or bodily injury, caused accidentally to any person other than a Subscriber or than a member of your family, through your doing or through the doing of people, property or animals in your custody, up to the amount indicated in the schedule of cover.

### WHAT WE EXCLUDE

***In addition to the exclusions in the “WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?” our cover does not apply to:***

- ***damage, injury, or loss that you caused intentionally;***
- ***damage, injury, or loss resulting from the use of motor vehicles, sailboats, motor boats, aircraft or weapons;***
- ***damage, injury, or loss resulting from any occupational activity;***
- ***the consequences of any property damage and/or bodily injury affecting you personally and the members of your family or any other person having the capacity of Subscriber hereto;***
- ***consequential losses except when they are directly consequential to covered accidental property damage and/or bodily injury;***
- ***damage, injury or loss resulting from practicing air sports or hunting/shooting;***
- ***damage, injury or loss caused by buildings or parts of buildings owned, rented or occupied by the Subscriber;***
- ***damage, injury, and loss consequent upon fire, water damage, and explosions.***

### WHAT ARE THE LIMITATIONS ON OUR COVER?

#### Settlement - acknowledgement of liability

**You must not acknowledge liability or accept any settlement without our prior written approval.** However, mere acknowledgement of the existence of certain events is not considered as being an acknowledgement of liability, no more than is the mere fact of having procured urgent aid for a victim, when such an act is an act of assistance that any person is morally bound to accomplish.

**You must inform us within 5 business days, except in the event of unforeseeable circumstances or force majeure, of any event that might incur your civil liability; if this time limit is not respected and if, as a result, we suffer harm, you run the risk of forfeiting your cover.**

#### Proceedings

In the event that legal action is brought against you, we handle your defense and the trial for the facts/offences and damage, injury or loss covered by this contract. However, you may join our proceedings whenever you can justify that it is in your own interest and is not covered by this contract.

**The mere fact that we can handle your defense by way of a protective measure shall not be construed per se as an acknowledgement that cover applies, and in no way implies that we agree to bear the costs of the damaging consequences of events that are not expressly covered by this contract.**

Even if you default on your post-loss obligations, we are bound to pay compensation to the people with respect to whom you are liable. Nevertheless, in such a case, we reserve the right to take action against you to obtain the reimbursement of any sums that we might have paid or set aside in your stead.

### Recourse

As regards channels for recourse:

- before civil, commercial, or administrative jurisdictions, we are free to exercise recourse within the ambit of the cover of this contract;
- before criminal jurisdictions, recourse may be exercised only with your consent;
- if the dispute before a criminal jurisdiction no longer concerns anything other than civil interests, the refusal to give your consent for using the recourse channel being envisaged entitles us to claim compensation equal to the resulting harm for us from you..

### Lawsuit costs

We bear the lawsuit costs, discharge costs and other settlement costs. **However, if you are ordered to pay an amount greater than the amount of the cover, each of us shall bear those costs in proportion to our respective part in the conviction.**

Send your claim notification :

- by e-mail : [responsabilite.civile@votreassistance.fr](mailto:responsabilite.civile@votreassistance.fr)
- by post :

### AWP France SAS

**Service Juridique - Responsabilité Civile et Contentieux - DT03**

**7 rue Dora Maar**

**CS 60001**

**93488 SAINT-OUEN CEDEX, FRANCE**

- by phone, Monday to Friday from 9am to 5:30pm (Time zone of metropolitan France):  
From France : **01 42 99 02 66** or  
From abroad : **00 33 1 42 99 02 66**
- by fax : **01 42 99 81 98**

## → Individual accident

Effective date	Cover expires
Individual accident: on the scheduled day of departure	Individual accident: on the scheduled day of return

### WHAT DO WE COVER?

We guarantee payment of the amounts of compensation stated in the limit of cover table in the event of accidental bodily injury suffered by you during your trip.

#### What is an accident with injury?

Any bodily harm that is unintended by you and that results from the sudden and unexpected action of an external cause.

### HOW MUCH COMPENSATION DO WE PAY?

We pay the amount stated in the limit of cover table in the following cases:

- in the event of accidental death occurring immediately or if the death consequent upon the accident occurs within one year from the accident, the capital is payable to the beneficiaries whom you have designated, or, failing that, to your successors in title;
- in the event of permanent disability, you will receive the capital stated in the schedule of cover amounts adjusted by the degree of disability based on a disability percentage table you can obtain on request.

### WHAT IS THE AGE LIMIT?

Only people aged over 16 and under 70 qualify for “Individual Accident” cover.

### Disability percentage table

	RIGHT (1)	LEFT (1)
- Total loss of:		
. the arm	75 %	60 %
. the forearm or of the hand	65 %	55 %
. the thumb	20 %	18 %
. the index finger	16 %	14 %
. the middle finger	12 %	10 %
. the ring finger	10 %	8 %
. the little finger	8 %	6 %
. the thigh		60 %
. the leg		50 %
. both limbs		100 %
. the foot		40 %
. the big toe		5 %
. the other toes		3 %
. both eyes		100 %
. visual acuity or of one eye		30 %
- Total, incurable, and non-aidable deafness		40 %
- Total, incurable, and non-aidable deafness in one ear		15 %
- Total or incurable insanity		100 %

(1) if it is medically established that you are left-handed, the disability rate for the right upper limb shall apply to the left upper limb and vice versa.

The disability rates not listed in the table are determined by comparing their seriousness to the cases listed above, irrespective of the victim's occupation.

The term “loss” means total amputation or total paralysis of the limb in question, or final and permanent ankylosis of all of the joints in the limb.

## WHAT WE EXCLUDE

*In addition to the exclusions in the “WHAT GENERAL EXCLUSIONS APPLY TO ALL OUR COVER PACKAGES?” we cannot provide cover in the following cases:*

- *accidents with injury caused by blindness, paralysis, mental illnesses, as well as any diseases or infirmities existing at the time the contract was taken out;*
- *accidents with injury caused by using a motorcycle with a cubic capacity greater than 125 cc either as rider or as pillion passenger;*
- *accidents with injury resulting from any occupational activity;*
- *accidents with injury resulting from practicing certain sports, such as rock-climbing, mountaineering, competitive sledging, deep-sea diving with autonomous equipment, parachuting and all air sports including kite flying or any similar machine, potholing, as well as sports resulting from taking part in or training for official matches or sports competitions;*
- *accidents with injury caused by a transport firm not approved for public passenger transport;*
- *accidents with injury resulting from exercises carried out under military authority.*

## HOW IS THE COMPENSATION CALCULATED?

The amount of the compensation may be set only after consolidation, i.e. after the date from which the after-effects of the accident have stabilized.

Compensatable permanent disability after an accident that has affected a limb or an organ already injured is equal to the difference between the disability rate determined on the basis of the above table and the disability rate existing prior to the accident.

If the accident with injury gives rise to more than one injury, the overall disability rate used to calculate the amount we pay is calculated by applying to the aforesaid rate the method used to determine the disability rate for an occupational accident.

In all cases, application of the disability percentage table assumes that the consequences of the accident are not aggravated by the effects of an earlier illness or infirmity and that the victim has undergone appropriate medical treatment after the accident. Otherwise, the disability rate applied for compensation is determined by considering the consequences that the accident would have had on a person previously in a normal physical state who has undergone appropriate medical treatment following the accident.

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

Your claim notification must reach us within 5 business days, except in the event of unforeseeable circumstances or force majeure; if the aforementioned time limit is not respected and, as a result, we suffer harm, you lose any right to compensation.

**Your declaration of loss should be accompanied by at least the following items:**

- **the initial doctor's certificate establishing the injuries**
- **any statements by witnesses to the accident**
- **the report or statement establishing the exact circumstances of occurrence of the accident**

**During your treatment, you should allow our medical examiner to examine you in order to assess the consequences of the accident. You undertake to undergo the medical examinations he decides to carry out and to give us all the necessary information for examining your claim.**

If you so desire, you may be accompanied by a doctor of your choice. In the event of disagreement on the causes either of the death or of the injuries, or on the compensatable consequences of the accident, we shall refer the matter to two claims adjusters, one chosen by you or by your assignees, the other chosen by us, with our respective rights being reserved. Should their opinions diverge, a third claims adjuster shall be appointed, either by mutual agreement, or by the Presiding Judge of the Regional Court (Tribunal de Grande Instance) of your place of residence, ruling in summary proceedings.



Each of us bears the fees and expenses of their claims adjuster. The fees of the third appraiser shall be borne equally by both parties.

Send your claim notification by registered post to:

**AWP France SAS**  
**Service Indemnisation Assurances**  
**DOP01 - DOP01**  
**7 rue Dora Maar**  
**CS 60001**  
**93488 SAINT-OUEN CEDEX, FRANCE**



## → Flight Delay

Effective date	Cover expires
Flight Delay : the scheduled departure day	Flight Delay: the scheduled return day

### WHAT IS THE NATURE OF THE COVER?

The cover provides for reimbursement of a flat sum within the limits indicated below, if the covered flight is delayed.

### UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?

For delays in excess of 4 hours subject to providing proof thereof, we reimburse you for one night's hotel stay, breakfast, meals, refreshments and local transport up to the amounts stated in the schedule of cover amounts.

This guarantee only applies if the transport companies refuse to provide this service.

### WHAT ARE THE CONDITIONS FOR GRANTING THE COVER?

**FLIGHT DELAY** cover applies under the following conditions:

- You took out the cover on the day you booked your stay or purchased your air ticket or no later than 24 hours before the departure of your covered flight;
- You should have paid the corresponding contribution;
- Your normal place of residence must be in metropolitan France, including Corsica, Monaco and Andorra, Switzerland or a European Union Member State, including the DROM, POM and COM (as French overseas Departments and Territories, formerly termed 'DOM TOM', have been called since the Constitutional Reform of 17 March 2003);
- You should have taken the covered flight.

### WHAT OBLIGATIONS ARE TO BE COMPLIED WITH IN THE EVENT OF A FLIGHT DELAY?

For **FLIGHT DELAY** cover to apply, you must first have the carrier (or failing which the airport or station officials) fill in the claim notification form appended to the General terms you were given when you took out the insurance, stating the initial scheduled time of arrival and the actual time of arrival of the covered flight.

You should also have the aforementioned company or authorities affix their seal on said declaration.

If you cannot complete this step for any reason whatsoever, the time selected for the calculation of the compensation will be that indicated by the travel agency or the airline company that conducted the flight. On your return home, and within no more than one month thereof, you must send to AWP France a copy of your plane or train ticket, a copy of the invoice of purchase of the covered trip, and the stub of your boarding card, together with the aforesaid claim form duly completed.

#### **IMPORTANT:**

**If you fail to comply with the above, the reality of the flight delay cannot be corroborated and you will therefore not receive any compensation.**

**Furthermore, if you knowingly make a false declaration or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.**

To facilitate the claim notification and optimize the processing of the file, it is recommended to report the claim online:

<https://indemnisation.mondial-assistance.fr>

You can follow the processing of the file 24/7 using the confidential code that will be provided.

The Policyholder can also contact the Insurer by telephone from Monday to Friday, 9am to 6pm (Time zone of metropolitan France):

From France: **01 42 99 03 97**

From outside of France : **00 33 1 42 99 03 97**

Or by post :

**AWP France SAS  
Service Indemnisation Assurances  
DOP01 – DOP01  
7, rue Dora Maar  
CS 60001  
93488 SAINT-OUEN CEDEX, France**

#### **WHAT ARE THE EXCLUSIONS APPLICABLE TO THIS COVER?**

- Your willful or fraudulent misconduct
- The direct or indirect consequences of malfunctions caused by the yearly coding that would affect airport facilities or airline companies
- The state of civil or foreign war in the country of departure, transfer or arrival of the covered flight

It is incumbent on us to prove that the flight delay results from one of the events listed above, except for war with a foreign power, in which case, pursuant to the provisions of the French Insurance Code, it is incumbent on you to prove that the flight delay results from an event other than war with a foreign power.

## → Rental vehicle deductible buy-back

Effective date	Cover expires
Deductible buy-back : on the scheduled day of departure	Deductible buy-back : on the scheduled day of return

### DEFINITIONS

#### Subscriber

Any individual, resident in a European Union country including Monaco, Norway and Switzerland, listed on the subscription form, who rents a vehicle from a professional rental company with the drafting of a rental contract and which meets the driving criteria imposed by the car rental agency, the Law and the local jurisdiction.

#### Vehicle

Motor vehicles with an engine weight below 3.5 tons not used even occasionally for the carriage of passengers or goods for a fee.

### WHAT DO WE COVER?

Following a crash in which the Subscriber is considered responsible leading to material damage to the rental car or in case of theft of the rental car, we reimburse, within the limit of the amount stated in the schedule of cover, all or part of the excess indicated in the rental contract at the expense of the Subscriber, corresponding to the cost of repairing or restoring the rental car to its initial condition.

### EFFECT OF COVER

Provided that the Subscriber has previously paid the corresponding premium and that he/she has subscribed to this cover, the contract becomes effective as soon as the car rental agency hands over the rental car's keys to the Subscriber and expires under the same conditions as soon as the Subscriber returns the rental car's keys to the car rental agency.

### WHAT ARE THE LIMITATIONS ON OUR COVER?

The compensation applies within the limit pursuant to this cover without exceeding the amount of the excess borne by the Subscriber within the limit of the amount stated in the schedule of cover, and in addition to the cover provided by the car rental agency's contract.

### WHAT WE EXCLUDE

*In addition to the exclusions provided for in the General Provisions, interruptions consequent upon the following are not covered:*

- *wear and tear of the vehicle, damages caused by a construction defect;*
- *expenses other than vehicle repair or replacement costs (except for towing costs billed to the Subscriber by the car rental agency);*
- *damage caused inside the vehicle not resulting from theft or a traffic accident;*
- *accidents caused by a blood alcohol or drug level above the authorized limit under current French legislation;*
- *vehicles weighing more than 3.5 tons, camper vans, caravans, all-terrain vehicles, 2 or 3-wheel recreational vehicles, collector's vehicles aged 20 years or more, vehicles that have not been manufactured for more than 10 years, luxury cars such as "Aston Martin, Ferrari, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce, Bentley, Bricklin, Cadillac, Fleetwood Limousine, Daimler, Delorian, Excalibur, Jensen";*
- *damage caused by confiscation, removal or requisition of vehicle by the law enforcement authorities.*

## WHAT TO DO IN THE EVENT OF LOSS?

The Subscriber or assignees must:

- notify us, in writing as soon as the loss occurs, and within no more than 5 business days. After this deadline, the Subscriber shall lose any entitlement to compensation if the delay leads to a prejudice.
- send us all the documents needed to prove the validity and amount of the claim; especially the vehicle rental contract, the accident report, the declaration of theft filed with the relevant authorities, the bill for towing costs.

To facilitate the claim notification and optimize the processing of the file, it is recommended to report the claim online:

<https://indemnisation.mondial-assistance.fr>

You can follow the processing of the file 24/7 using the confidential code that will be provided.

The Policyholder can also contact the Insurer by telephone from Monday to Friday, 9am to 6pm (Time zone of metropolitan France):

From France: **01 42 99 03 97**

From outside of France : **00 33 1 42 99 03 97**

Or by post :

**AWP France SAS**  
**Service Indemnisation Assurances**  
**DOP01 – DOP01**  
**7, rue Dora Maar**  
**CS 60001**  
**93488 SAINT-OUEN CEDEX, France**

***In case of difference between the French and English or other versions of this summary of benefits, the French version shall prevail.***

## Annex : Privacy notice

### The security of your personal data is important to us

AWP France SAS, an entity of Allianz Partners SAS, is an insurance broker registered with ORIAS, acting in the name and on behalf of AWP P&C, an entity of Allianz Partners SAS, an insurance company approved by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), offering insurance products and services.

Protecting your privacy is our top priority. This privacy statement explains how we collect personal data, what type of data we collect and why, with whom we share it and to whom we disclose it. Please read this statement carefully.

#### 1 Who is the data controller?

The data controller is the person, natural or legal, who controls and is responsible for the retention and use of personal data, in paper or electronic format.

AWP P&C and AWP France SAS ("We", "Our") are the data controllers, as defined by applicable data protection laws and regulations.

#### 2 What personal data is collected?

We will collect and process different types of personal data about you, as follows:

- data relating to the identification of persons involved in the contract and
- any other data necessary for the conclusion and/or performance of the contract.

In this context, we may collect and process "sensitive personal data" about you.

#### 3 How is your personal data collected and processed?

We will collect and process the personal data you provide to us and those we receive from third parties (as explained below) for a number of purposes and subject to your expressed consent, unless it is not required by applicable laws and regulations, as indicated below:

Purpose	Expressed consent?
<ul style="list-style-type: none"> <li>• Management of the insurance contract (e.g. quotation, underwriting, claims processing)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes, if necessary. However, in cases where we need to process your personal data in connection with the purchase of your insurance and/or the processing of your claim, we will not seek your expressed consent.</li> </ul>
<ul style="list-style-type: none"> <li>• Debt collection management</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<ul style="list-style-type: none"> <li>• Fraud prevention and detection</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<ul style="list-style-type: none"> <li>• Compliance with any legal requirement (tax, accounting and administrative obligations)</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<ul style="list-style-type: none"> <li>• Redistribution of risks through reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

As mentioned above, for the purposes previously listed, we will process your personal data as received by our business partner Association GLOBE PARTNER / ACS.

For the purposes mentioned above for which we have indicated that your expressed consent is not required or in cases where we need your personal data for the purpose of underwriting your insurance and/or managing your claim, we will process your personal data on the basis of our legitimate interests and/or in accordance with our legal obligations.

Your personal data will be necessary for any purchase of our products and services. If you do not wish to provide us with this data, we will not be able to guarantee access to the products and services requested or likely to interest you, or to offer tailored solutions to your specific requirements.

#### **4 Who can access your personal data?**

We will ensure that your personal data is processed in accordance with the purposes indicated above.

In the context of the mentioned purposes, your personal data may be disclosed to the following parties, acting as third parties, responsible for processing the data:

- public sector bodies, other Allianz group companies, other insurers, reinsurers.

In the context of the mentioned purposes, your personal data may be disclosed to the following parties, acting as data processors, operating under our responsibility:

- other Allianz group companies, technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors and service companies that outsource our operations (claims, IT, postal services, document management).

Ultimately, we may share your personal data in the following cases:

- in contemplated or actual cases of reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or part of our business, assets or securities (including in connection with insolvency or other similar proceedings);
- in order to comply with any legal obligations, including obligations arising from the mediator's decisions in the event that you make a complaint about any of our products or services.

#### **5 Where is your personal data processed?**

Your personal data may be processed both within and outside the European Union (EU) by the parties specified in section 4, subject to contractual restrictions on confidentiality and security, in accordance with applicable data protection laws and regulations. We do not disclose your personal data to unauthorized parties to process it.

Each transfer of your personal data for processing outside the EU by another Allianz Group company will be made on the basis of internal company rules approved by the Regulatory Authority to which our group is subject, establishing adequate rules for the protection of personal data and legally binding on all Allianz Group companies. You can find out more about these internal company rules and the countries concerned, outside the EU, by contacting us as indicated in section 9. Where the Allianz Group's internal corporate rules do not apply, we will take measures to ensure that the transfer of your personal data outside the EU is carried out at the appropriate level of protection, just as if it were a transfer within the EU. You can find out more about the safeguards we implement for this type of transfer (e.g. standard contractual clauses) by contacting us as described in section 9.

## **6 What are your rights regarding your personal data?**

Where permitted by applicable law or regulation, you have the right:

- to access your personal data and to know their source, the aim and purposes of the processing of such data, the information concerning the data controller(s), the data processor(s) and the recipients of the data potentially disclosed;
- to withdraw your consent at any time, in cases where it is required for the processing of your personal data;
- to update or rectify your personal data so that they are always accurate;
- to delete your personal data from our systems if their storage is no longer necessary for the purposes indicated above;
- to restrict the processing of your personal data in certain circumstances, for example, if you have challenged the accuracy of your personal data, for the period necessary for our services to verify their accuracy;
- to obtain your personal data in electronic format, for your personal use or that of your new insurer;
- to file a complaint with our company and/or the competent data protection authority.

You can exercise these rights by contacting us as indicated in section 9.

## **7 How can you oppose the processing of your personal data?**

When permitted by law or regulations, you have the right to object to the processing of your personal data by our services, or to request our company to stop the processing of such data (including for direct marketing purposes). Once your request has been received, we will no longer process your personal data unless permitted by applicable laws or regulations.

You can exercise this right in the same way as your other rights defined in section 6.

## **8 How long will we keep your personal data?**

We will retain your personal data for a period of two (2) years from the date of termination of the insurance contract or under the specific conditions set out below:

- In the event of a claim - two (2) years from the settlement of the claim.
- In the event of a claim with bodily injury - ten (10) years from the date of the claim.
- For information on complaints - two (2) years from receipt of the complaint.
- For any information on the contract - two (2) years from the expiry, termination, or cancellation.

We inform you that specific terms may apply in the context of tax and accounting obligations, in accordance with the regulations in force.

We will not keep your personal data longer than necessary. They will be kept only for the purposes for which they were obtained.

## **9 How to contact us?**

If you have any questions about how we use your personal data, you can contact us by e-mail or post:

AWP France SAS  
Personal Data Protection Department  
7 rue Dora Maar - 93488 Saint-Ouen Cedex - FRANCE  
E-mail: informations-personnelles@votreassistance.fr





**10 How often do we update this privacy statement?**

We regularly review this privacy statement.

**Contract n° : 304 259**

**If you require assistance or repatriation,  
contact AWP France (24h/7) :**

**Tel : +33 1 42 99 02 46**

**(keep this with you during your trip)**