



**BUSINESS TRAVEL INSURANCE**  
TERMS AND CONDITIONS - INFORMATION NOTICE



**MONDIAL CARE**  
**WORLDWIDE TRAVEL INSURANCE**

# BUSINESS TRAVEL INSURANCE

## TERMS AND CONDITIONS - INFORMATION NOTICE

POLICY GSL No. ADP20192394 REF. GSL-AGISBUSINESSTRIP0819

Coverage under your policy are governed by the Insurance Code. The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties

Your policy includes these **terms and conditions**, and your certificate of Insurance. Its guarantees apply to all personal or professional trips completed during the validity of your temporary visa (with a maximum of twelve months renewable). Coverage is valid for the duration of the policy referred to in the Insurance Certificate.

---

*Please read carefully your terms and conditions.  
They detail our respective rights and obligations and  
answer the questions you may have.*

---

## CONTENTS

1. DEFINITIONS .....	3
2. PURPOSE OF THE INSURANCE .....	7
3. SCOPE OF COVER .....	7
4. COMMON EXCLUSIONS TO ALL COVERAGE .....	7
5. COVERAGE UNDER THE POLICY.....	9
6. PERSONAL LIABILITY .....	31
7. SETTLEMENT OF COMPENSATION .....	33
8. ADMINISTRATIVE PROVISIONS .....	38
9. OTHER ASSISTANCE BENEFITS.....	45
10. TABLE OF BENEFITS FOR CANCELLATION.....	47

## 1. DEFINITIONS

### 1.1. DEFINITION OF THE STAKEHOLDERS UNDER THE POLICY

**INSURED / BENEFICIARY:** Individuals referred to in the insurance certificate, who must fall into one of the following categories:

- All employees, executive officers, Executives of the Member Company.
- Any person on a professional assignment on behalf of the Member Company, provided that he holds a work order issued by that Company or be able to produce any other document stating that he or she has been requested to carry out a professional assignment.
- The Spouse of the Insured and his dependent children accompanying him/her on mission subject to the terms and conditions thereof.

The following are not considered Insured:

- Employees with the expatriate or secondment status.
- Employees who are not affiliated with or insured by Social Security or any other complementary health organization.

**THE INSURER:** Groupe Special Lines on behalf of Groupama Rhône-Alpes Auvergne. Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28 Company governed under the Insurance Code and supervised by the Prudential and Resolution Supervision Authority, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09

**ASSISTANCE SERVICE PROVIDER:** Mutuaide Assistance – 8-14 Avenue des Frères Lumière 94368 BRY-SUR MARNE cedex. – S.A. au capital de €9,590.040 fully distributed – Company governed by the Insurance Code and registered in the Trade and Commerce Registry Ref. RCS 383 974 086 Créteil under the Authority of the Prudential Supervisory and Resolution, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.

**UNDERWRITER:** AGIS SAS - 33 Victor Hugo Avenue - 75116 PARIS, on behalf of the member named in the certificate of Insurance who therefore agrees to pay the insurance premium.

### 1.2. DEFINITION OF ASSISTANCE WORDING

**Accident:** Any bodily injury unintentionally caused by the Insured, arising from the sudden action of an external cause.

As an extension to this definition, pathological events that would be the direct consequence of this bodily injury, are covered.

**Accidents include:**

- ✓ injuries caused by fire, steam jets, acids and corrosive substances, lightning and electric current;
- ✓ suffocation by immersion and suffocation by sudden ingestion of gases or fumes;
- ✓ the consequences of poisoning and injuries caused by unintentional ingestion of toxic or corrosive substances;
- ✓ sunstroke, congestion and freezing due to sinking, forced landing, collapses, avalanche, flood or any other accidental events;

- ✓ the direct consequences of animal bites or insect stings, any diseases excluded (such as malaria and sleeping sickness), whose original cause can be linked to such bites or stings.
- ✓ any injury sustained during scuba diving, including those caused by hydro-shock or by decompression;
- ✓ any bodily injury resulting from an assault or attacks sustained by the Insured, unless specifically proven that the Insured would have been actively involved as the perpetrator or the initiator of these events;
- ✓ the physiological consequences of surgical procedures provided that they have been necessitated by an accident under this coder.
- ✓ Accidental fall that doesn't result from a health condition.

**Accidents include:**

- ✓ aneurysm, myocardial infarction, cerebral embolism, epileptic seizures, subarachnoid hemorrhage.

**INSURANCE YEAR:**

Period between two main premium due dates. However.

- ✓ If the effective date of the policy is different from the main due date, the first policy year shall be the period between the effective date and the first main premium due date.
- ✓ If the policy expires or terminates between two main premium due dates, the last policy year shall be the period between the last main due date and the expiry or termination date of the policy.

**BENEFICIARIES:** The individual or individuals receiving the amounts due under a claim.

In the event of the Insured's death, unless another individual has been designated by the Insured, the expected amount will be paid to:

- If the INSURED is married: his/her spouse, not separated for fault, nor divorced, or otherwise his/her children born or unborn, living or represented, or otherwise, his/her heirs,
- If the INSURED entered into a civil partnership, or otherwise, his/her heirs,
- If the INSURED is a widow/widower or divorced: his/her children or otherwise, his/her heirs,
- If the INSURED is single: his/her heirs.

In all other cases the other amounts will be paid to the insured who suffered the accident.

Individuals who voluntarily caused the accident or the loss are excluded from any insurance benefit.

**SPOUSE:**

- ✓ Spouse: the person who entered into a marriage with the Insured and not legally separated.
- ✓ Partner: the person in a de facto relationship with the Insured, for a minimum of one year and in the same community of interest as a married couple.
- ✓ The cosignatory of a civil partnership with the Insured.

**CONSOLIDATION:** The date from which the condition of the injured insured is considered to be medically stabilized while there are permanent health conditions

**FORFEITURE:** Deprivation of the right to any amounts or services provided under the policy as a result of the insured failing to comply with certain obligations under the current Laws and Regulations.

**DECISION MAKER:** A person from the company who has the power of management, decision making and supervision within the company and/or its subsidiaries.

**HOME - COUNTRY OF USUAL RESIDENCE:** The usual home country or the country of origin of the Insured before his departure on a professional assignment... Country of origin is the country of citizenship of the Insured. The address for tax purposes is considered the residence in case of litigation.

For this policy, the second home is not considered home when provided for leisure purposes.

**DEPENDENT CHILDREN:** Children are seen as dependent in the following cases only:

- ✓ If they are under 21,
- ✓ if they are over 21 and under 25 and still study. Any annual Income or remuneration they received shall be under the minimum amount taxable under the I.R.P.P
- ✓ if they are disable (not able to support themselves, regardless of their age)
- ✓ if they were born alive within three hundred days from the day of the accident that resulted in the death of the INSURED.

**COMPANY MEMBER:** The legal or physical person taking out the policy with AGIS SAS and agrees to pay the premiums.

**EXPATRIATE / ON SECONDMENT:** Salary of the Underwriter assigned to a permanent mission in a country other than his country of origin or other than that of his usual residence.

This status is part of the definition of French Social Security.

It is noted, that under this policy, the roles involving recurrent missions within the same country shall be considered a permanent mission within that country.

**DAMAGING EVENT:** The event causing liability being the generating cause of the loss. A series of events causing liability with the same technical cause is considered one single event causing liability.

**DEDUCTIBLE:** The amount set to be paid by the Policyholder or the Insured in the event of compensation. The deductible may also be mentioned in day or as a percentage.

**CIVIL WAR:** Civil war means two opposing factions of one same nation or part of the population opposing the established order. These forces control part of the territory and have regular military forces.

**FOREIGN WAR** Foreign war means a state of armed conflict between two or more states with or without a declaration of war.

**PERMANENT DISABILITY:** This is a presumed definitive impairment of the physical abilities of the Insured. Its extent is calculated based on a rate determined by reference to the schedule set out in the Table of Benefits.

**ILLNESS:** Any deterioration of health, as established by a qualified medical authority, provided that it first occurs during the mission.

**CHRONIC ILLNESS:** illness that progresses slowly.

**SERIOUS ILLNESS:** life-threatening illness.

**FAMILY MEMBERS:** A family member is any spouse or de facto spouse, living under the same roof, any child, brother or sister, father, mother, step-parents, grandparents, grandchildren, brothers-in-law and sisters-in-law.

**BUSINESS MISSION OR TRIP:** Any business trip of the Insured worldwide, made on behalf of the Policyholder under his authority. It was agreed that seminars, congresses and private trips as part of a Mission, provided they were not paid leave periods or reduced working time, were covered under the Mission, as part of the Terms and Conditions and Special Provisions of the Policy.

**POPULAR MOVEMENT:** An internal unrest characterized by disorder and illegal acts not necessarily with a rebellion against the established order.

**FOREIGN COUNTRIES:** Any country, territory or possession outside metropolitan France and Corsica.

By convention, the DOM-ROM (Overseas Departments and Overseas Regions), PTOM (Overseas Territories and Territories) and COM (Overseas Communities) are assimilated to foreign country for the performance of the Medical Expense cover.

**POLLUTION INCIDENT:** The emission, dispersion, disposal or deposition of any solid, liquid or gaseous substance, released by the atmosphere, soil or water, resulting from a sudden and unforeseeable event and not occurring in a slowly, gradual or continuous manner.

**HOSTAGE-TAKING:** The following is considered hostage-taking:

Any unlawful detention of a person, obtained by force in a secret location, by one or more members of political, religious or ideological organizations or groups.

The inability for a person to carry out his professional duties or to return home, as a result of the loss of his freedom of movement imposed by a government authority, in violation of the 'Charter of Human Rights'.

**CIVIL LIABILITY:** Legal obligation imposed on any person to compensate the damage they caused to others.

**CLAIM:** Any claim for an amicable or litigious compensation brought by the individual who suffered a damage or his beneficiaries and sent to the Insured or to the Insurer.

Under the Liability Cover: Any loss or damage caused to third parties the Insured is held responsible for, resulting from a damaging event which gave rise to one or more claims. The damaging event being the event that is the generating cause of the damage. A series of events causing liability with the same technical cause is considered one single event causing liability.

**LIMITATIONS:** a period after which a claim is no longer admissible.

**CLAIM:** all the damaging consequences of an event resulting in any of the covers taken out to be claimed. All damage resulting from the same original cause shall constitute one single claim.

**THIRD PARTY:** any natural or legal person, excluding:

- ✘ The insured individual and his/her family members,
- ✘ Individuals accompanying him/her
- ✘ His/her employees, whether or not on wages, in the performance of their duties.

**LAND MOTOR VEHICLE:** Machine that moves on the ground (i.e., other than air or naval), not on a railway, self-propelled (powered by its own driving force) used to transport people (even if it is only the driver) or goods.

## 2. PURPOSE OF THE INSURANCE

The purpose of the assurance is to guarantee payment of the following benefits, which amount was set in the Table of Benefits, in the event of a personal injury the Insured may sustain.

## 3. SCOPE OF COVER

Coverage under this Policy applies worldwide, exclusively for business trips or business assignments carried out by the Insured on behalf of the Policyholder.

Coverage will be effective from when the Insured leaves his/her home or place of work and will end upon his/her return to the first of workplace or home. Coverage applies 24 hours a day for this whole period.

Coverage will still apply to insured persons extending their trip for private purposes and for a maximum period of fifteen days.

It is understood that the journey to the insured's place of work and to return to his home is not considered a Mission within the meaning of the policy.

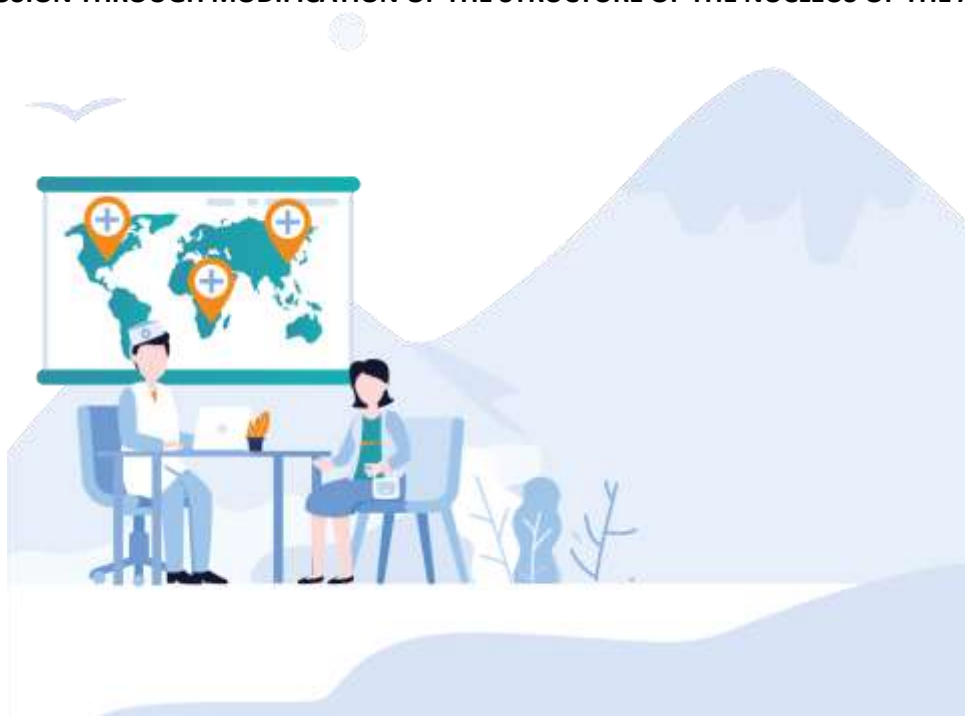
Employees on secondment or expatriates are not covered under the policy

## 4. COMMON EXCLUSIONS TO ALL COVERAGE

- × **ACCIDENTS INTENTIONALLY CAUSED BY THE INSURED, THE CONSEQUENCES OF HIS SUICIDE OR ATTEMPTED SUICIDE, AS WELL AS ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS NOT MEDICALLY PRESCRIBED.**
- × **ACCIDENTS THAT OCCUR WHEN THE INSURED IS THE DRIVER OF A VEHICLE AND THE BLOOD ALCOHOL LEVEL IS HIGHER THAN THAT LEGALLY ALLOWED IN THE COUNTRY WHERE THE ACCIDENT OCCURRED.**
- × **ACCIDENTS RESULTING FROM THE INSURED BEING INVOLVED IN A BRAWL (EXCEPT IN CASES OF SELF-DEFENCE OR TO HELP A PERSON IN DANGER), A DUEL, AN OFFENCE OR A CRIMINAL ACT.**
- × **ACCIDENTS OCCURRING WHEN FLYING AN AIRCRAFT AS A PILOT OR A CREW MEMBER OR WHEN PRACTICING SPORTS WITH OF FROM THIS AIRCRAFT.**
- × **ACCIDENTS CAUSED WHILE PRACTICING A SPORT IN A PROFESSIONAL CAPACITY AND THE PRACTICE, EVEN AS AN AMATEUR, OF ALL SPORTS REQUIRING THE USE OF MOTOR MECHANICAL DEVICES, WHETHER AS A PILOT OR AS A PASSENGER. SPORTS PRACTICE**

**INCLUDES TRAINING, TESTING, AS WELL AS PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS.**

- × **ACCIDENTS CAUSED BY WAR, CIVIL OR FOREIGN, DECLARED OR NOT IN ONE OF THE FOLLOWING COUNTRIES: AFGHANISTAN, NORTH KOREA, EGYPT, HONDURAS, IRAQ, LIBYA, MALI, NIGERIA, PAKISTAN, PAPUA NEW GUINEA, CENTRAL AFRICAN REPUBLIC, DEMOCRATIC REPUBLIC OF CONGO, SOMALIA, SUDAN, SOUTH SUDAN, SYRIA, CHAD, PALESTINIAN TERRITORIES (GAZA), UKRAINE (ALONG THE BORDER WITH RUSSIA), VENEZUELA, YEMEN. HOWEVER, THE RISKS OF WAR IN ONE OF THESE COUNTRIES CAN BE COVERED AT A PREMIUM AND UPON PRIOR REQUEST.**
  
- × **THE CONSEQUENCES OF IONISING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE WASTE PRODUCTS OR CAUSED BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION THROUGH MODIFICATION OF THE STRUCTURE OF THE NUCLEUS OF THE ATOM.**





## 5. COVERAGE UNDER THE POLICY

### 5.1. PERSONAL ACCIDENT COVERAGE

#### 5.1.1. ACCIDENTAL DEATHS

When an insured suffered accident and dies as a result within twenty-four months of its occurrence, the Insurer shall pay the Beneficiary the amounts listed in the Table of Benefits.

- ✓ Family package: The amount covered is set at 10 percent if the insured person has a spouse/co-signatory of a civil partnership or dependent children regardless of the number of people in his/her family.
- ✓ Accompanying Spouse - child on a mission: In the event of accidental death of the spouse accompanying the Insured on a work mission, the Insurer shall pay the beneficiary the amount of cover stated in the Table of Benefits. In the event of accidental death of a child accompanying the Insured on a work mission, the Insurer shall pay the beneficiary the amount of cover stated in the Table of Benefits.
- ✓ Death of the insured in air transport: In the event of the death of the Insured while on work assignment on behalf of the Policyholder, resulting from an air accident, the Insurer shall pay the beneficiary the amount of cover stated in the Table of Benefits. In addition to the amounts provided for in the Table of Benefits. Covers is granted to the insured when boarding the aircraft and stops when disembarking the aircraft.
- ✓ The officially recognized missing body of the Insured at the time of the disaster, the missing or destruction of the means of transport he/she was travelling on, will result in the presumption of death at the expiry of a one year period from the day of the accident. Cover is granted d upon presentation of a death certificate. However, if at any time after the payment of compensation in respect of the death of the Insured, it was found that he/she is still alive, the amounts unduly paid as such, will have to be reimbursed in full.

#### 5.1.2. ACCIDENTAL PERMANENT DISABILITY

When the accident results in a permanent disability, we will pay compensation to the Insured. This amount is calculated based on amount stated in the Table of Benefits time the disability rate in the Workplace Accidents schedule set by the Social Security

Additional benefits described below may be granted:

- ✓ Family package: The amount covered is set at 10 percent if the insured person has a spouse/co-signatory of a civil partnership or dependent children regardless of the number of people in his/her family.
- ✓ ACCOMPANYING SPOUSE & CHILD WHILE ON ASSIGNMENT In the event of permanent disability of the spouse or child accompanying the Insured during the professional mission, the capital used as the basis for calculating the compensation to be paid is the one shown in the

Table of Benefits. If disability is in part, the Insured shall be entitled to a part of the compensation, in proportion to the disability rate. Disabilities not listed shall be compensated based on their severity against those listed. The compensation is fixed and contractual: it is determined based on the rules set out above, regardless of the age or the occupation of the Insured. The disability rate will be determined when the final consequences of the accident may be ascertained, and at the latest, unless otherwise agreed by the Insured and us, at the expiry of the one year period from the day of the accident.

Death and disability benefits may not be cumulated when they are the result from one same accident.

### **Special Case of multiple disabilities**

When one same accident causes several distinct disabilities, the main disability will be first assessed as provided above, other disabilities will then be successively assessed proportionate to the remaining capacity after adding these disabilities, however, the overall rate shall not exceed 100%.

The absolute functional impairment of a limb or an organ is considered a loss of this limb or organ. The loss of impaired limbs or organs prior to the accident shall not give rise to any compensation. If the accident affects a previously impaired limb or organ, compensation will be determined as the difference between the condition prior and after the accident. In any case, the assessment of injuries resulting from the accident may not be increased by the disability condition of the limb or organs not affected by the accident.

Nervous disorders and nerve damage may be taken into account, provided that they would be the consequence of an accident covered, and only if during the assessment, they result in clearly characterized clinical signs.

### **5.1.3. DAILY BENEFIT IN THE EVENT OF A COMA**

If, as a result of an accident and, subject to the exclusions provided for, an insured is induced in a coma for an consecutive period of more than 10 days, at the end of this period, the insurer will pay the beneficiary, a lump sum payment from the day 10 and for up to 365 days equal to the amount shown in the Table of Benefits.

Coma: Any condition characterized by the loss of relation functions (consciousness, mobility, sensitivity) with preservation of vegetative life (breathing, spontaneous blood circulation) declared by a medical authority authorized to exercise its functions in France.

For the benefit to be granted, the Policyholder or beneficiary will send the Insurance company, after the 10 day period, a medical certificate attesting to the insured's uninterrupted coma.

#### 5.1.4. MEDICAL TREATMENT EXPENSES AFTER HOSPITALIZATION ABROAD

A compensation paid to the Insured for medical, surgical, pharmaceutical and public or private hospital expenses and transportation with an ambulance or any other vehicle in the event of emergency, incurred following an accident covered under this Policy when this costs have been incurred in the home country within the month after hospitalization abroad

If the insured person is covered by Social Security, any other insurance scheme covering the same risks, the Insurance Company will pay, in addition to the amounts paid under these benefits, the benefits the Company is liable for, however, the total amount to be paid to the Insured shall not exceed the actual expenses incurred

#### 5.1.5. DAILY ALLOWANCE IN THE EVENT OF KIDNAPPING/ARBITRARY DETENTION

This cover applies exclusively outside the country of residence of the Insured.

**The insurer agrees to reimburse the Policyholder the gross salary paid to the insured, as well as any contributions within the limits of the amounts set in the Table of Benefits.**

**This cover applies from the day 91 from the date of the hostage-taking.**

- ✓ Kidnapping or arbitrary detention includes: any unlawful detention of a person, obtained by force in a secret location, by one or more members of political, religious or ideological organizations or groups.
- ✓ the inability of a person to carry out his professional duties or to return home, as a result of the loss of his freedom of movement imposed by a government authority, in violation of the 'Charter of Human Rights'. The Policyholder agrees to inform the insurer of any event likely to help assessing the claim, to report the occurrence of the loss event to the local authorities and to provide the Insurer with all supporting documents related to this event.

**The following is excluded from this cover:**

- ✗ any payment of a ransom.
- ✗ any costs involved in negotiating the release of the Insured.

The Insurer shall not interfere in any negotiations for the release of the Insured

#### 5.1.6. HOME/VEHICLE SPECIAL FACILITIES

This guarantee is only granted in metropolitan France.

In the event of **PERMANENT DISABILITY IN PART** of the insured exceeding 33% after an accident covered under this Policy and requiring special adjustments to his home and/or his vehicle, the Insurer will pay for these costs upon receipts up to the amount set in the Table of Benefits.

## 5.2.ASSISTANCE COVER

Benefits and services shall be granted both abroad and in the home country of the insured

### IMPLEMENTATION OF BENEFITS

Under penalty of inadmissibility, requests for assistance should be made directly by the INSURED (or any person acting on his/her behalf) by any of the following means:

➤ **by phone:**

For assistance <b>GROUPAMA Assistance</b>	For Insurance <b>Mondial Care by AGIS</b>
From France: 01.45.16.43.31 From overseas: (+33) 1.45.16.43.31	From France: 01.82.83.56.26 From overseas: (+33) 1.82.83.56.26

➤ **On the Website**

By logging into your Customer Space created at the time of purchase of your insurance, you can **lodge a claim** and attach your supporting documents healthcare coverage forms, plane tickets, boarding passes, etc.). Our team will contact you to complete the information necessary for the reimbursement and review your claim.

### BENEFITS PROVIDED

Benefits provided under this policy may only be triggered with the prior agreement of GROUPAMA ASSISTANCE.

As a result, no expenses arbitrarily incurred by the Beneficiaries/Insured will be reimbursed by GROUPAMA ASSISTANCE.

---

*For the assistance cover to apply, the Insured must first contact t GROUPAMA ASSISTANCE on the contact number shown on the personal identification card, prior to any intervention.*

---

### IMPORTANT

- GROUPAMA ASSISTANCE may not, under any circumstances, replace any local emergency response authorities.
- In any event, the decision to provide assistance is solely that of the GROUPAMA ASSISTANCE doctor, after contacting the doctor on site and any family of the Insured.
- Medical authorities have the exclusive power to decide on repatriation, the choice of means of transport and the place of hospitalization.
- Bookings are made by GROUPAMA ASSISTANCE. We will decide and choose repatriation, as well as the most appropriate means.

## 5.3. IN THE EVENT OF AN ILLNESS OR AN ACCIDENT

### 5.3.1. REPATRIATION OR MEDICAL EVACUATION

If the condition of the Insured requires medical care or particular medical checks that cannot be performed on site, GROUPAMA ASSISTANCE will arrange and pay for

- ✓ transportation to a regional hospital centre or in a country likely to provide care;
- ✓ repatriation to the place of residence of the Insured if there is no closer suitable medical centre.

Depending on the severity of the case, repatriation or transport shall be carried out under medical supervision if necessary and by the following most appropriate means: air ambulance, regular airline aircraft, train, sleeper, boat, ambulance.

Where hospitalization on arrival is not necessary, transportation shall be provided up to the place of residence of the INSURED.

If hospitalization was not possible in a medical care facility nearby the place of residence, GROUPAMA ASSISTANCE will arrange and pay, health condition permitting, for transportation from the hospital to the place of residence.

### 5.3.2. REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL, HOSPITAL EXPENSES INCURRED ABOARD

This cover applies exclusively outside the country of residence of the Insured.

Reimbursement covers the costs as set below, provided they are related to the medical care received outside the country of residence of the INSURED, following an unpredictable illness, or an accident suffered abroad.

GROUPAMA ASSISTANCE shall reimburse the amount of medical expenses abroad and payable by the Insured, after reimbursement by the social security or any other insurance or pension fund he is a member of, up to the amount specified in the table of benefits, for the duration of the Policy.

If there is a deductible, it will be applied in all cases.

The Insured or his beneficiaries agree(s) to take all steps necessary to recover these costs from the relevant agencies and to provide the following documents:

- ✓ original statements from social and/or pension agencies substantiating the payments received;
- ✓ photocopies of medical bills establishing the expenses incurred.

#### Nature of medical expenses eligible for additional reimbursement

- ✓ Medical fees.
- ✓ Costs of medication prescribed by a doctor or a surgeon.
- ✓ - Cost of ambulance or taxi ordered by a doctor for a local drive.
- ✓ - Costs of hospitalization by medical decision.
- ✓ - Dental emergency within the limit of the amount specified in the table of benefits.

Medical expenses will no longer be paid from the day TOKIO MARINE ASSISTANCE is able to proceed with the evacuation of the Insured to metropolitan France or to his/her country of residence.

### **Advance on hospital expenses**

When the Insured is in hospital, hospital costs may be advanced within the limit of the amount covered in respect of the additional reimbursement of medical expenses, subject to the following conditions:

- ✓ that the treatment is prescribed in accordance with the doctors of GROUPAMA ASSISTANCE, and that the insured is deemed not transportable, by decision of those same doctors.
- ✓ No advance shall be granted from the date the Insured can be evacuated.

In all cases, the Insured agrees to reimburse the amounts received within thirty days from receipt of the invoice.

### **5.3.3. ACCOMPANYING THE INSURED ON REPATRIATION OR MEDICAL TRANSPORT**

If the Insured is transported under the conditions set out in section “Repatriation or Medical transport” and is not accompanied by a doctor or a nurse, GROUPAMA ASSISTANCE will arrange and pay for a person on site to travel and accompany the Insured.

### **5.3.4. RETURN OF SPOUSE AND DEPENDENT CHILDREN IN THE EVENT OF REPATRIATION OF THE INSURED**

GROUPAMA ASSISTANCE will arrange and cover the return of an accompanying person or spouse and accompanying Children in the event of the repatriation of the insured to his home, where the means originally provided for their return may no longer be used as a result of the repatriation.

We will decide and chose repatriation, as well as the most appropriate means.

### **5.3.5. Person at the Insured’s bedside in hospital**

GROUPAMA ASSISTANCE will arrange and pay up to a maximum of the amount stated in the Table of Benefits for the hotel accommodation of a person at the Insured’s bedside in hospital, whose condition does not justify or hold back immediate repatriation.

GROUPAMA ASSISTANCE will also pay for the return ticket to metropolitan France of this person (or to his/her home country) if this person is unable to use the means initially planned.

If the hospitalization exceeds ten days, and if no one stays with the insured, GROUPAMA ASSISTANCE will cover the costs of transport from metropolitan France or the insured's home (by train 1st class or by air, in economy) of a person designated by the insured, GROUPAMA ASSISTANCE will also arrange the hotel stay for that person up to the amount stated in the Table Of Benefits.

### **5.3.6. EXTENSION OF STAY OF THE INSURED**

If the insured's condition does not require hospitalization, and his medical condition holds up his repatriation, and the duration of the planned mission has expired, GROUPAMA ASSISTANCE will pay for the costs for extending his stay up to the amounts listed in the Guarantee Table.

The nature of the extension costs eligible for reimbursement:

- ✓ Accommodation or hotel costs

- ✓ Catering Costs

### 5.3.7. MESSAGE DELIVERY

This cover applies exclusively outside the country of residence of the Insured.

GROUPAMA ASSISTANCE will transmit all private messages intended for the Insured when he/she cannot be reached directly, in case of hospitalization, or any messages left by him/her for the attention of one of his/her family member.

## IN THE EVENT OF DEATH

### 5.3.8. TRANSPORTATION OF THE BODY

GROUPAMA ASSISTANCE will arrange and pay for the transportation of the corpse of the Insured from the place the body was laid in the coffin to the place of burial in metropolitan France or to the Insured's place of residence.

GROUPAMA ASSISTANCE will pay for additional expenses required for the transportation of the body, including the cost of a coffin, up to €2,000 including tax.

Incidental, service, burial or cremation expenses in metropolitan France or in the home country of the Insured shall be borne by the families.

In the event of a temporary burial, GROUPAMA ASSISTANCE will arrange and pay for the costs of transportation of the body of the Insured to the place of final burial in metropolitan France or to the insured's home, at the expiry of the exhumation legally required period.

### 5.3.9. ACCOMPANYING THE DECEASED

GROUPAMA ASSISTANCE will arrange and pay for the return of the other Insured individuals on site to metropolitan France (or to home of the Insured) up to the place of burial, if they are unable to return using the initially planned means.

In the event where administrative reasons impose a temporary or permanent burial on site, GROUPAMA ASSISTANCE will arrange and pay for the return ticket (1st class train or economy class air) of a family member to travel from his home in metropolitan France (or in another country where the Insured resided), to the place of burial, and for his hotel stay.

GROUPAMA ASSISTANCE will arrange the hotel stay for a family member required to travel and will pay for the actual costs up to the amount stated in the Table of Benefits.

## SUPPORT AND SERVICES TO THE COMPANY AND TO THE INSURED

### 5.3.10. EARLY RETURN

If the Insured has to curtail his/her trip:

- ✓ - to attend the funeral of a family member (spouse or de facto spouse, direct ascendant or descendant, brother, sister), GROUPAMA ASSISTANCE will arrange and pay for the transport (1st class train or economy class air) of the INSURED from the place of residence to the place of burial in metropolitan France or in another country of residence of the INSURED.
- ✓ - in the event of an accident or an unpredictable and serious illness affecting a member of the family (spouse or de facto spouse, direct ascendant or descendant), GROUPAMA ASSISTANCE will arrange and pay for, upon approval of GROUPAMA ASSISTANCE doctor, the transport (1st class train or economy class air) of the Insured to come to the bedside of the relative, in metropolitan France or to the country of residence of the Insured.
- ✓ In the event of the premature birth of a dependent child, GROUPAMA ASSISTANCE will organize and pay upon agreement of GROUPAMA ASSISTANCE doctor, for transport (by train 1st class or air-ticket economy- in order to be with the newborn, in metropolitan France or in the home country of the Insured
  - in the event of major property damage sustained at the place of residence of the INSURED or in the premises of the company, suffered by the company manager, and destruction exceeds 50% and requires imperatively his presence on site, GROUPAMA ASSISTANCE will arrange and pay for the transport (1st class train or economy class air) of the INSURED to return to his home or business premises.

Following the early return of the INSURED, GROUPAMA ASSISTANCE will arrange and pay for the return (1st class train or economy class air ticket) of the INSURED to his place of stay to get his vehicle or that of other insured persons, using the means initially planned.

### 5.3.11. EARLY RETURN OF THE DECISION MAKER FOR A SERIOUS EVENT

In the event of:

- ✓ Serious property damage on the premises of the Policyholder Company exceeding Fifty percent,
- ✓ The death of a close collaborator,
- ✓ From the hospitalization exceeding seven consecutive days of a close collaborator, requiring the presence of the Insured, Decision maker of the Underwriter Company, at the event site, Groupama Assistance will organize and pay for a flight return ticket (economy class) or train (1st class) from the place of residence to the company location.

This guarantee is granted where the Insured is unable to use the transport tickets provided as part of your trip.



GROUPAMA ASSISTANCE reserves the right to use the insured's return ticket if the ticket is redeemable and may be changed.

### **5.3.12. RETURN TO THE PLACE OF MISSION AFTER REPATRIATION**

After repatriation and when the insured's health condition allows him to travel alone under normal transport conditions, in full agreement with the doctors and the

GROUPAMA ASSISTANCE team, the assistance provider will organize and pay for the return to the mission site, by train 1st class or flight economy class. Return shall be completed within two months from the repatriation

### **5.3.13. SENDING A RELIEF EMPLOYEE**

After repatriation and if the Insured is unable to resume his usual activities because of his/her health condition and as medically prescribed (sick leave certificate), GROUPAMA ASSISTANCE shall arrange and pay for the trip by train in 1st class or air ticket in economy class, from the country of origin of the Insured, of a person designated by a manager of the Policyholder or by Insured to relief him at the place of mission.

The transport of the replacement employee shall be completed within two months from the date of evacuation.

It is mentioned that "Return to the Place of mission" and "Sending a Relief Collaborator" services are not cumulative.

## **OTHER ASSISTANCE BENEFITS**

### **5.3.14. SENDING A DOCTOR ON SITE**

This guarantee is only granted in metropolitan France.

Depending on the health condition of the Insured and if required under the circumstances,

GROUPAMA ASSISTANCE may decide to send a doctor or medical team to the site to better assess the measures to be implemented.

### **5.3.15. SENDING A DOCTOR IN THE EVENT OF ILLNESS OR**

#### **ACCIDENT OF A DEPENDENT CHILD REMAINING THE INSURED'S HOME**

In the event of illness or accident of a dependent Child remaining at the Insured's home, and if the Insured and his/her Spouse are overseas, GROUPAMA ASSISTANCE will arrange and pay for a doctor to be sent to the dependent child.

### **5.3.16. SHIPPING OF MEDICATIONS**

TOKIO MARINE ASSISTANCE shall take all actions to get and send the medication essential to continue the ongoing treatment in the event where, after an unforeseeable event, the INSURED is unable to get the medication or its equivalent. The cost of these drugs shall be paid by the Insured.

### **5.3.17. ADVANCE ON BAIL COSTS**

This cover applies exclusively outside the country of residence of the Insured.

If, in the event of unintentional breach of the law in the country visited by the Insured, the Insured is required to pay a bail, GROUPAMA ASSISTANCE will advance this bail up to the amount set out in the table of benefits.

GROUPAMA ASSISTANCE will pay the legal fees of legal representatives used by the Insured up to the amount set in the table of benefits.

The Insured agrees to repay the advance made for the bail costs within thirty days from the refund of the bail by the authorities.

This benefit shall not cover any legal action initiated in the country of origin of the Insured as a result of events that occurred abroad.

Intentional offences are not eligible for the "Advance on bail costs" and "Payment of legal fees" benefits

### **5.3.18. DELIVERY OF BUSINESS DOCUMENTS**

This cover applies exclusively outside the country of residence of the Insured.

GROUPAMA ASSISTANCE will cover the reimbursement of postage of any business documents or material forgotten, stolen or destroyed, up to the amount set in the Table of Benefits.

### **5.3.19. ASSISTANCE IN THE EVENT OF THEFT, LOSS OR DESTRUCTION OF DOCUMENTS OR MEANS OF PAYMENT**

In the event of loss or theft of documents, GROUPAMA ASSISTANCE will give advice on procedures to complete (complaint filing, document renewal, etc...).

This cover applies exclusively outside the country of residence of the Insured.

In the event of theft or loss of the means of payment (credit card, cheque book), GROUPAMA ASSISTANCE will, against payment of the corresponding amount by a third party and after prior approval of the financial agency issuing the payment order, grant a cash advance which the maximum amount is specified in the table of benefits for basic necessities expenses.

### 5.3.20. ADVICE ON DAY-TO-DAY LIFE

This cover applies exclusively outside the country of residence of the Insured.

**When called between Monday and Friday, from 9:00 to 21:00 (except on public holidays), GROUPAMA ASSISTANCE will provide the Insured with the necessary information in the following areas:**

- Airport
- Airlines
- World Trains
- Economic data from on the visited country
- International press
- Currency
- Currency exchange
- Embassy Administrative information
- Visas
- Police/Customs Formalities
- Time difference
- Phone
- Restaurants
- Car rental
- International driving license
- Climate, weather
- Health, hygiene
- Immunization

#### Limitations of Groupama Assistance

##### THE FOLLOWING IS EXCLUDED:

- ✗ **Any personal legal advice or any assessment of a particular case,**
- ✗ **Any assistance in drafting legal documents,**
- ✗ **Any handling of litigation case,**
- ✗ **Any payment of fees, remuneration for services,**
- ✗ **Any cash advance,**
- ✗ **Any medical advice or diagnosis.**

With regard to the particular area of financial information, GROUPAMA ASSISTANCE will not conduct any comparative review on the quality of policies, services, rates charged by financial institutions, and excludes any introduction or presentation of a particular product.

In any case, GROUPAMA ASSISTANCE will not, when responding to a question involving the law and practice, give any personal opinion or advice based on legal rules that would allow the person receiving this information to make a decision. Answers will not be confirmed in writing and no related documents will be sent.

### 5.3.21. CHILDCARE FOR CHILDREN UNDER 16

This guarantee is granted in metropolitan France only.

For a hospitalized Insured occurring while on a Mission and if his/her Spouse joins him/her at his bedside while the dependent Children are unable to care for themselves or placed in the care of a family member, GROUPAMA ASSISTANCE will arrange and pay for:

**OR**

Childcare at the Insured's home within the limit of local availability for two days and for ten hours a day.

Payment is limited to the amount listed in Table of Benefits for the whole benefit.

**OR**

The provision, for an individual designated by the Insured and residing in Metropolitan France, of a return ticket by plane (economy class) or train (1st class), in order for this person to travel to the Home of the Insured to take care of the dependent children.

The Insured may opt for on these two options provided that these may not be cumulative.

### 5.3.22. RECOVERY OF THE INSURED'S VEHICLE

This guarantee is granted in metropolitan France only.

If the insured is using a private or business motor vehicle to carry out his Mission, in whole or part, and if during this Mission, after an accident or an illness covered, the Insured is hospitalized for more than ten days or is repatriated but totally unable to drive, and if no Spouse and/or Accompanying dependent Child or colleague is able to drive the vehicle, GROUPAMA ASSISTANCE will arrange and pay for the cost of transport of a family member residing in the same home country, so that he can recover the immobilized vehicle and take it back to the Insured's home.

GROUPAMA ASSISTANCE will pay for:

- The cost of the taxi if the journey is less than thirty kilometers.
- The cost of a train ticket (1st class) if the outbound journey is 30 kilometers or more.
- The cost of an air-ticket (economy class) if the journey is over five hours.

### 5.3.23. FAMILY SUPPORT IN THE EVENT OF ACCIDENTAL DEATH IN THE COURSE OF HIS WORK MISSION

This guarantee is granted in metropolitan France only.

#### ❖ Psychological support

GROUPAMA ASSISTANCE will provide psychological support to the Spouse and/or dependent Children of the Insured who accidentally died on his work mission. The clinical psychologist will provide the Spouse and/or dependent Children of the Insured with medical-psychological support with the utmost confidentiality, to deal with the suffering as a result of the event.

He will help them identify, assess and mobilize their personal, family, social and medical resources to get through this difficult time.

The benefit is delivered by telephone. Appointment will be made by phone with a psychologist GROUPAMA ASSISTANCE who will call him back and start the process. If necessary, the beneficiary may be put in direct contact with a psychologist, provided that one of the psychologists of the GROUPAMA ASSISTANCE team is actually available. Conversations are conducted in a confidential manner and in accordance with the current codes of ethics.

The support offered is limited to 2 phone conversations. If the condition requires a longer-term follow-up by a field practitioner, the psychologist will refer to his or her general practitioner.

Mission of information in the administrative procedures to be carried out following the Accidental Death of the Insured

GROUPAMA ASSISTANCE will provide the Spouse and/or dependent Children of the Insured who died accidentally during the work Mission, with any information regarding the administrative procedures to be carried out.

These are information missions about:

- Financial accounts (bank, CCP, savings).
- Employer, Employment Agency or the school.
- The different funds (health insurance funds and/or pension fund, private pension funds, family allowance fund, private health insurance) for transferring the rights.
- Insurance (car, tenant, liability...), estate (notary).
- Credit agencies, services or utilities accounts (electricity, gas, water, telephone, television), taxes (including the car registration document).

As part of these guarantees, GROUPAMA ASSISTANCE will only provide an information service under the French administration and legislation, strictly and solely, in Metropolitan France.

### 5.3.24. INFORMATION ON USEFUL SERVICES FOR DISABILITY MANAGEMENT AND ASSISTANCE IN

#### READJUSTING TO THE EVERYDAY LIFE

This guarantee is granted in metropolitan France only.

In the event of disability as a result of an insured Accident, recognized and compensated by the Insurer under this Policy for over than thirty-three per cent, resulting from an Accident cover, GROUPAMA ASSISTANCE will arrange but will not pay for sessions with occupational therapists and housing professionals in the face of disability with the aim of assessing the adjustment of the Insured's home to the Disability of the Insured and to provide advice on medical equipment and/or prostheses.

#### Disability management information service:

- Information on social organizations, rights entitlements
- Information on reimbursements for medical and hospital expenses.
- Information on daily benefits, steps to be taken with the employer.
- Information on disability pensions and benefits
- Information on family benefit funds, social assistance.
- Information on disability assistance.
- Information on useful phone numbers in France.
- Information on addresses of various associations.
- Information adjusting the housing to the type of disability and/or disability of the insured.
- Information on medical equipment and/or prosthetic advice.
- Information on referral to occupational therapists.
- Information on referral to home adjustment professionals.
- Information on Social affairs.

As part of these guarantees, GROUPAMA ASSISTANCE will only provide an information service under the French administration and legislation, strictly and solely, in Metropolitan France.

### 5.3.25. EVACUATION POLITICAL UNREST OR NATURAL DISASTERS

This cover applies exclusively outside the country of residence of the Insured.

In the case of major political unrest that jeopardizes the safety of individuals and with an official recommendation from the French government inviting foreign nationals to evacuate the country, or due to a natural event of a nature which results in damaging local infrastructure and thereby the local economy as a whole, which makes it impossible for an employee to carry out his mission abroad under reasonable satisfactory conditions, the Insurer will reimburse the Insured for the cost of return to his home country, up to the price of an air ticket (economy class) or train (1st class), upon provision of supporting receipts.

### 5.3.26. SEARCH AND RESCUE COSTS

**Insurance applies, up to the amount set out in the Table of Benefits, to pay for the search and rescue costs that may be incurred by the Insured if the insured is reported missing or at risk, provided that:**

- Search and rescue operations are carried out by public or private rescue agencies or isolated rescuers to assist the Insured;
- Search and rescue operations are carried out as a result of an accident included in the guarantee of this policy.

However, in the event that the Insured was not injured, but would nevertheless have been reported missing or at risk in such circumstances that search and rescue costs would have been covered had he sustained an accident, these costs will be reimbursed up to half of the amount set out in the Table of Benefits

**The search and rescue costs resulting from non-compliance with the safety rules issued by the operators of the site and/or the regulatory provisions governing the activity practiced by the Insured.**

### 5.3.27. PSYCHOLOGICAL ASSISTANCE

In the event of accidental death of the insured or permanent disability as a result of an accident or in the event of personal injury as a result of an Act of Terrorism or Sabotage, an Attack or an Assault, the Insurer will pay for the amount of consultation with a psychologist, up to the amount set in the Table of Benefits.

**This support is provided:**

- To his Beneficiary. in the event of accidental death of the Insured,
- In any other cases to the Insured himself.

This cover shall not be granted to the spouse and dependent children accompanying the Insured on a work mission.

### 5.3.28. EXCLUSIONS TO ASSISTANCE SERVICES PROVIDED

**The following is excluded:**

- × **CONVALESCENCES AND AILMENTS (ILLNESS, ACCIDENT) BEING TREATED AND NOT YET CONSOLIDATED.**
- × **PRE-EXISTING ILLNESSES DIAGNOSED AND/OR TREATED, RESULTING IN HOSPITALISATION WITHIN THE SIX MONTHS PRIOR TO THE REQUEST FOR ASSISTANCE**
- × **TRAVEL FOR THE PURPOSE OF DIAGNOSIS AND/OR TREATMENT.**
- × **Pregnancy conditions, unless unforeseeable complication, and in any case, from week 36 of pregnancy.**
- × **CONDITIONS RESULTING FROM THE USE OF DRUGS, NARCOTICS AND RELATED PRODUCTS NOT MEDICALLY PRESCRIBED, ALCOHOL CONSUMPTION.**
- × **THE CONSEQUENCES OF A SUICIDE ATTEMPT.**

- × **DAMAGE INTENTIONALLY CAUSED BY AN INSURED OR THAT RESULTING FROM HIS INVOLVEMENT IN A CRIME, AN OFFENCE OR A BRAWL, EXCEPT IN CASE OF SELF-DEFENCE.**
- × **EVENTS OCCURED WHILE PRACTISING DANGEROUS SPORTS (RAIDS, TREKKING, ROCK CLIMBING...)**
- × **OR PARTICIPATION OF THE INSURED AS A COMPETITOR IN SPORTS COMPETITIONS, BETS, MATCHES, RALLIES OR TRIAL RUNS, AS WELL AS THE ORGANISATION AND PAYMENT OF ALL SEARCH AND RESCUE COSTS.**
- × **THE CONSEQUENCES OF AN INTENTIONAL BREACH OF THE REGULATION OF THE VISITED COUNTRIES OR PRACTICES NOT AUTHORISED BY THE LOCAL AUTHORITIES.**
- × **THE CONSEQUENCES OF IONISING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE WASTE PRODUCTS OR CAUSED BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION THROUGH MODIFICATION OF THE STRUCTURE OF THE NUCLEUS OF THE ATOM.**
- × **THE CONSEQUENCES OF CIVIL OR FOREIGN WAR, OFFICIAL BANS, SEIZURES OR CONSTRAINTS BY THE SECURITY FORCES.**
- × **THE CONSEQUENCES OF RIOTS, STRIKES, PIRACY, WHEN THE INSURED IN ACTIVELY INVOLVED.**
- × **THE CONSEQUENCES OF WEATHER OBSTACLES SUCH AS STORMS AND HURRICANES.**
- × **IN ADDITION TO THE ABOVE EXCLUSIONS AND WITH REGARD TO THE MEDICAL, SURGICAL, PHARMACEUTICAL OR HOSPITAL COST COVER ABROAD, THE FOLLOWING ARE NOT COVERED:**
- × **EXPENSES INCURRED AFTER AN ACCIDENT OR AN ILLNESS MEDICALLY ASCERTAINED PRIOR TO THE INSURANCE PURCHASE.**
- × **EXPENSES INCURRED FOR THE TREATMENT OF A PATHOLOGICAL, PHYSIOLOGICAL CONDITION OR PHYSICAL MEDICALLY ESTABLISHED PRIOR TO THE COVER EFFECTIVE DATE UNLESS A CLEAR AND UNFORESEEABLE COMPLICATION OCCURS.**
- × **EXPENSES FOR INTERNAL, DENTAL, OPTICAL, HEARING AID, FUNCTIONAL, AESTHETIC OR OTHER PROSTHESES, EXPENSES INCURRED IN METROPOLITAN FRANCE AND IN THE OVERSEAS DEPARTMENTS OR IN THE COUNTRY OF RESIDENCE OF THE INSURED, WHETHER OR NOT RESULTING FROM AN ACCIDENT OR ILLNESS OCCURRED IN FRANCE OR IN ANY OTHER COUNTRY.**
- × **EXPENSES FOR SPA THERAPY, SEA AND SUN THERAPY, STAY IN A NURSING HOME, REHABILITATION EXPENSES.**

### **5.3.29. GENERAL TERMS OF INTERVENTION**

#### **GROUPAMA ASSISTANCE FINANCIAL LIABILITIES**

Any of the above mentioned assistance benefits arranged by the INSURED or his relatives will only be reimbursed provided that they have been first approved by GROUPAMA ASSISTANCE

Expenses incurred will be reimbursed on provision of supporting documents, within the limits of those that GROUPAMA ASSISTANCE would have incurred to arrange the service. Where GROUPAMA ASSISTANCE is to arrange the early return of the INSURED to metropolitan France (or to his country of Residence), the INSURED may be requested to use his travel ticket.



Where GROUPAMA ASSISTANCE has paid for the return of the INSURED, the INSURED is required to take the necessary steps to reimburse his unused tickets and to refund the amount received to GROUPAMA ASSISTANCE within three months from the date of return.

Only additional costs to those the INSURED would have normally incurred for his return to his place of residence, will be paid by GROUPAMA ASSISTANCE

Where GROUPAMA ASSISTANCE has approved the change of a contractually set destination, its financial liability shall not exceed the amount that would have been incurred, had the original destination been kept.

Where hotel accommodation expenses are covered, GROUPAMA ASSISTANCE shall only pay for the costs of the room actually incurred, up to the above limits and those mentioned in the table of benefits, all other costs excluded.

## 5.4. LUGGAGE, ITEMS AND PERSONAL EFFECTS

**The Insurer guarantees the consequences of theft, loss or destruction of their luggage, personal items and personal belongings, professional equipment in the following circumstances:**

- theft or loss during transit when under the care of a shipping company;
- -theft during a stay, after the break-in of the premises or the vehicle they were in or following an assault on the person transporting them;
- total or partial destruction caused by fire, explosion, water damage or natural phenomenon.
- loss caused by a natural event (storm, whirlwind, hurricane, cyclone)

The amount of cover is set in the Table of Benefits.

Thefts must be reported to a competent authority (police, gendarmerie, transport company, purser).

### **BAGAGES, VALEUR OBJETS AND PROFESSIONAL EQUIPMENT COVERED**

**Insured Items:** Suitcases, trunks, hand baggage and their content provided they contain clothes, personal effects, valuable items taken or bought by the Insured during the insured trip.

**Valuables** Jewellery, items made with precious materials, precious stones, pearls, watches, furs, film, photographic, computer equipment.

**Professional equipment:** Objects placed in the care of the Insured by the Policyholder as part of his business activity.

## Limits of Cover

- For valuable items, pearls, jewelry, watches, furs and any sound and/or image reproduction equipment and their accessories and laptops, the reimbursement value shall in no case exceed 30% of the amount covered.
- If a private car is used, thefts will only be covered if the luggage and personal items have been placed in the locked boot of the vehicle and are out of sight. When the vehicle is parked on a public road, cover shall apply between 07:00 am and 10:00 pm only.

## 5.5. EXCLUSIONS TO THE BAGGAGE COVER:

The following is excluded:

- ✗ **DAMAGE RESULTING FROM THE DECISION OF A PUBLIC AUTHORITY OR A GOVERNMENT AGENCY.**
- ✗ **DAMAGE RESULTING FROM INHERENT VICE OF THE INSURED PROPERTY, FROM REGULAR WEAR OR TEAR OR DEPRECIATION, FROM LEAKING LIQUIDS, FAT, COLOURING OR CORROSIVE MATTERS WHICH ARE PART OF THE COVERED LUGGAGE.**
- ✗ **CASH, CHEQUE BOOKS, MAGNETIC OR CREDIT CARDS, TICKETS, INVESTMENTS SECURITIES, DOCUMENTS SAVED ON TAPES OR FILMS, ANY KIND OF PAPER DOCUMENTS, KEYS.**
- ✗ **MUSIC INSTRUMENTS, WORKS OF ART, ANTIQUES, COLLECTIONS AND GOODS.**
- ✗ **CAR ACCESSORIES, BICYCLES, WINDSURFING BOARDS AND GENERALLY, MEANS OF TRANSPORT AND ANY KIND OF SPORTS EQUIPMENT.**
- ✗ **GLASSES, CONTACT LENSES, PROSTHESES AND PROSTHETIC DEVICES OF ANY KIND.**
- ✗ **Stolen luggage, belongings and personal items**
- ✗ **left unattended in a public place or in premises made available to different people**
- ✗ **THEFT COMMITTED BY EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES.**
- ✗ **THEFT OF JEWELRY WHEN THEY HAVE NOT BEEN PLACED IN A LOCKED SAFE WHEN NOT WORN.**
- ✗ **The consequences of the willful misconduct of individuals with the status of Insured.**
- ✗ **DAMAGE OR LOSS CAUSED BY CIVIL OR FOREIGN WAR, WHETHER OR NOT DECLARED (SECTION L. 121-8 OF THE CODE), UNLESS THE RESPONSIBILITY OF THE INSURED DURING THESE EVENTS HAS BEEN ESTABLISHED.**
- ✗ **DAMAGE OR LOSS CAUSED BY EARTHQUAKES, STORM, TIDAL WAVE, VOLCANIC ERUPTIONS OR OTHER CATAclysms.**
- ✗ **HOWEVER, THE FOLLOWING WILL BE COVERED:**
- ✗ **the effects of natural disasters in accordance with article L.125 - 1 to L.125 - 6 of the code;**
- ✗ **the effects of the wind caused by storms, hurricanes and cyclones, in accordance with article L.122 - 7 of the code.**
- ✗ **DAMAGE OR AGGRAVATION OF THE DAMAGE CAUSED:**
  - **- BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION THROUGH THE MODIFICATION OF STRUCTURE OF THE NUCLEUS OF THE ATOM,**
  - **By any nuclear fuel, product or radioactive waste, by any source of ionizing radiation (especially any radioisotope).**
- ✗ **ANY ORIGINATING EVENTS, DAMAGE OR LOSSES THE INSURED IS AWARE OF AT THE TIME OF INSURANCE PURCHASE, WHICH ARE LIKELY TO GIVE RISE TO CLAIM.**

## 5.6. IN THE EVENT OF A DISASTER

In the event of a disaster, it is important to let us know swiftly and accurately of the circumstances the disaster occurred and its potential consequences.

Form and necessary information

The Insured or his successors, yourself if applicable, or any authorized representative acting on their behalf are required to lodge a claim in writing or verbally report with receipt, to our head office or our representative referred to in the Policy, within 15 days from the date they were made aware of it.

If the claim has not been lodged within the above provided period, unless for force majeure or fortuitous event, we may oppose the forfeiture of cover if we can establish that the late claim has adversely affected us (article L.113 - 2 of the Insurance Code).

In addition to this statement, they will also be required to provide us with any information about the seriousness, causes and circumstances of the accident and, if possible, the names and addresses of the responsible witnesses and people.

### Supporting documents to be provided

- The insured must lodge a claim for loss, damage, theft or destruction of luggage, keys, papers, and bank card with the relevant local authorities within Twenty Four Hours of the date of the disaster.
- The original claim receipt and a detailed declaration must be submitted to the Insurer within a maximum of Ten Days.
- The Insured must file a claim for loss, deterioration, theft or destruction of luggage with the carrier within Twenty Four Hours of the date of the accident.
- The reservation slips from the carrier when the baggage or items have been lost during the time they were under their legal care;
- In the event of the theft of luggage from the trunk of his vehicle, the insured is required to provide proof of the break-in (picture of the damage, lock repair bill).
- The Insured is required to provide the Insurer with all documentation to verify or estimate the damage (picture of the damaged baggage, invoice) as well as any documents that the Insurer reserves the right to claim.
- In any case, a letter attesting to the date, the place of purchase as well as the original invoice or pro-forma of the invoice.

With regard to valuables and jewellery, the Insured must provide the Insurer with the original invoices, the original certificate of guarantee, and the deed if the possession of these objects are the result of an estate, the estimate if these objects have been appraised for lack of invoice.

### Compensation mode

Compensation to the Insured is subject to the provision of supporting documents and is based on the replacement value with equivalent items and of the same nature, less wear and tear.

The first year of purchase, reimbursement will be calculated up to 75% of the purchase price. From the second year of purchase, reimbursement will be reduced by 10% per year.

### Recovery of baggage, personal items or effects

As soon as he is informed, the Insured shall notify the Insurer by registered letter.

If compensation has not yet been paid, the Insured must regain possession of said luggage, items or personal effects; the Insurer is then required to pay for the damage or any missing items.

If compensation has already been paid, the Insured may choose, within fifteen days:

- to relinquish the said luggage, items or personal effects to the benefit of the insurer;
- to recover the said luggage, items or personal effects against the refund of the compensation received by the Insured, less, if applicable, the part of this compensation for damage or missing items. If the Insured has not informed the Insurer on his option, within fifteen days, the Insurer will assume the Insured has opted for forfeiture

## 5.7. TRAVEL INSURANCE COVER

### 5.7.1. FLIGHT DELAY, CANCELLATION OR DENIED BOARDING

If, at any airport:

- The Insured's confirmed scheduled flight is delayed by four hours or more from the original scheduled departure time.
- The Insured's confirmed scheduled flight has been cancelled.
- The Insured is denied boarding due to unavailable seats and no alternative means of transport is made available within six hours.
- The Insured will receive compensation of up to the amount set in the Table of Benefits for all costs of catering, refreshments, hotel and/or return transfer from the airport or terminal.

**Benefit will not be granted in the following cases:**

- Provided that confirmation is necessary, the Insured has not previously confirmed his flight unless a strike or force majeure made it impossible to do it.
- The delay is the result of a strike or a risk of Civil War or Foreign War which the Insured was aware of before his departure.

In the event of a temporary or final cancellation of the aircraft's flight authorization, ordered either by the civil aviation authorities, by the airport authorities or by a similar authority of any country.

### 5.7.2. DELAY IN BAGGAGE DELIVERY

The insurer covers the costs of first necessity items purchased (clothes, toiletries, etc.) which are strictly necessary, up to €600, in case of delay in baggage delivery exceeding twenty-four hours from the time of arrival of the flight, when this baggage has been duly checked-in and placed under the responsibility of said airline used by the Insured.

Benefit under this cover will be deducted from that that could be paid under the "Baggage and personal items" cover, if purchased and if the baggage has not been retrieved.

### 5.7.3. MISSING A CONNECTING FLIGHT

If the Insured misses the departure of a scheduled connecting flight as a result of the late arrival of the previous scheduled flight he was travelling on and no alternative means of transport is made available within six hours from arrival at the connecting flight location the costs he incurred for hotels, restaurants or refreshments shall be covered up to the amount set in the Table of Benefits

### 5.7.4. TICKET REFUND (TRAVEL CANCELLATION)

This cover applies exclusively outside the country of residence of the Insured.

**The Insurer shall cover for the ticket cancellation costs upon receipts, in the event where the Insured is unable to travel as a result of the following events:**

- ✓ Death of the Insured;
- ✓ Death of the person living with him/her, death of a first degree ascendant or descendant, within fifteen days prior to the travel date;
- ✓ Death of a co-worker in the same department requiring the Insured to remain in his usual place of work in order to make up for this absence and occurring within a fortnight from the date of the trip;
- ✓ Accident or illness (any unintentional physical injury on the part of the insured or deterioration of alteration clinically established and requiring medical care and preventing the Insured from working;
- ✓ Theft of identity documents necessary to travel within the 48 hours prior to the trip;
- ✓ Visa denied by the authorities of the country, provided that no application was previously denied to the Insured by the authorities of that country;
- ✓ Major professional reason as part of a takeover, receivership, liquidation proceeding, provided that the individual(s) referred to in the Certificate of Insurance is/are, as required as part of their title, directly involved in these operations.
- ✓ Disaster event affecting the Policyholder.
- ✓ DAMAGE CAUSED BY VOLCANIC ERUPTIONS, EARTHQUAKES, STORMS, HURRICANES, CYCLONES, FLOODS, TIDAL WAVE AND OTHER DISASTERS.
- ✓ INEVITABLE DAMAGE RESULTING FROM A DELIBERATE ACTION OF THE INSURED AND CAUSING THE INSURANCE POLICY TO LOSE ITS RANDOM POLICY NATURE COVERING UNCERTAIN EVENTS (ARTICLE 1964 OF THE CIVIL CODE).
- ✓ ANY FINE AND ANY OTHER CRIMINAL PENALTY PERSONALLY IMPOSED ON THE INSURED.
- ✓ DAMAGE OR AGGRAVATION OF THE DAMAGE CAUSED:
  - BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION THROUGH THE MODIFICATION OF STRUCTURE OF THE NUCLEUS OF THE ATOM,
  - By any nuclear fuel, product or radioactive waste, by any source of ionizing radiation (especially any radioisotope).
- ✓ THE CONSEQUENCES OF THE PRESENCE OF ASBESTOS OR LEAD IN BUILDINGS OR STRUCTURES OWNED OR IN THE CARE OF THE INSURED, SEARCH, DESTRUCTION OR NEUTRALISATION OF ASBESTOS OR LEAD, OR THE USE OF PRODUCTS CONTAINING ASBESTOS OR LEAD.
- ✓ THE CONSEQUENCES OF CONTRACTUAL COMMITMENTS AGREED BY THE INSURED WHICH RESULT IN INCREASING HIS POTENTIAL LIABILITY IN THE ABSENCE OF SUCH COMMITMENTS.
- ✓ IN THE UNITED STATES OF AMERICA AND CANADA:
- ✓ Punitive or deterrent damages

- ✓ DAMAGE OF THE NATURE OF THOSE REFERRED TO IN ARTICLE L. 211-1 OF THE CODE OF INSURANCE ON COMPULSORY AUTOMOBILE INSURANCE AND CAUSED BY LAND MOTOR VEHICLES, THEIR TRAILERS OR SEMI-TRAILERS OWNED BY, IN THE CARE OF, OR USE BY THE INSURED (INCLUDING FROM THE FALL OF ACCESSORIES AND PRODUCTS USED TO USE THE VEHICLE, AND OBJECTS AND SUBSTANCES TRANSPORTED BY THE VEHICLE).
- ✓ DAMAGE AND CONSEQUENTIAL LOSS CAUSED BY A FIRE, EXPLOSION OR WATER DAMAGE THAT ORIGINATED IN THE BUILDINGS OWNED, TENANTED OR OCCUPIED BY THE INSURED.
- ✓ THEFTS COMMITTED WITHIN THE BUILDINGS MENTIONED IN THE ABOVE EXCLUSION.
- ✓ DAMAGE (OTHER THAN THOSE REFERRED TO IN THE ABOVE TWO EXCLUSIONS) AND CONSEQUENTIAL LOSS CAUSED TO THE PROPERTY UNDER THE CARE OF, USED BY OR STORED AT THE RESPONSIBLE INSURED.
- ✓ THE CONSEQUENCES OF AIR, SEA, RIVER OR LAKE NAVIGATION WITH CRAFTS OWNED, USED BY OR ENTRUSTED TO THE INSURED.
- ✓ DAMAGE CAUSED BY WEAPONS AND THEIR AMMUNITION WHOSE DETENTION PROHIBITED, POSSESSED OR IS HELD BY THE INSURED WITH NO PREFECTORAL AUTHORISATION.
- ✓ DAMAGE SUBJECT TO A LEGAL OBLIGATION OF INSURANCE AND RESULTING FROM THE PRACTICE OF HUNTING.
- ✓ DAMAGE CAUSED BY ANIMALS OTHER THAN DOMESTIC ANIMALS.

#### THE FOLLOWING IS NOT COVERED:

- ✗ Accident and illness established prior to booking the ticket.
- ✗ Suicide, attempted suicide.
- ✗ Intoxication or use of narcotics or drugs not prescribed by a qualified medical authority.
- ✗ psychological or psychiatric disorders. Pregnancy, whether normal or pathological, childbirth and its aftermath.
- ✗ The consequences of the willful misconduct of individuals with the status of Insured.

**This cover shall not be granted to the spouse and children accompanying the Insured on a business assignment.**

**It is noted that the following reasons for cancelling or modifying the trip shall not give rise to any guarantees:**

- ✗ strike or embargo.
- ✗ breakdown of the scheduled means of transport.
- ✗ delay or removal of another means of transportation intended to the airport.
- ✗ non provision of a document required to take the intended means of transport, regardless of the reason.
- ✗ any decision made by the carrier or travel agent.

The amount of cover is set in the Table of Benefits.

#### 5.7.5. HIJACKING

If during a trip, the means of transport the Insured has boarded is hijacked from its originally scheduled destination as a result of piracy or terrorism, the Insurer shall indemnify the insured up to an amount of Euro 3,000.

This covers grants reimbursement of any accommodation, meals or transportation costs incurred by the Insured.

### 5.7.6. COMPENSATION IN THE EVENT OF OVERBOOKING ON A COMMERCIAL FLIGHT

If the Insured, although having booked his flight, may not board a scheduled commercial flight as a result of overbooking, the Insurer shall pay a lump sum payment up to the amount set in the Table of Benefits.



## 6. PERSONAL LIABILITY

The Insurer shall cover the Insured for financial consequences of liability he may be held for as a result of physical injury, material loss and consequential loss caused to third parties in his/her personal life. Personal Life means any non-professional activity

### THE FOLLOWING IS EXCLUDED:

- THE CONSEQUENCES OF THE WILLFUL MISCONDUCT OF THE INSURED.

DAMAGE CAUSED BY DOGS OF FIRST CATEGORY (ATTACK DOGS) AND SECOND CATEGORY (GUARD AND DEFENCE DOGS), AS DEFINED IN ARTICLE 211-1 OF THE RURAL CODE, AND BY WILD ANIMALS TAME OR HELD IN CAPTIVITY, MENTIONED IN ARTICLE 212-1 OF THE RURAL CODE, WHETHER OR NOT STRAY ANIMALS OWNED OR UNDER THE CARE OF THE INSURED (ARTICLE NO. 99-5 OF 6 JANUARY 1999 ON DANGEROUS AND STRAY ANIMALS AND THE PROTECTION OF ANIMALS).

- **The consequences:**
  - ❖ OF THE ORGANISATION OF SPORTS COMPETITIONS.
  - ❖ OF THE PRACTICE OF SPORTS AS A LICENSEE OF A SPORTS FEDERATION;
  - ❖ OF THE PRACTICE OF AIR OR WATER SPORTS.

## 6.1. PERIOD OF COVER

Under this policy, cover will be triggered by the damaging event and cover the Insured for financial consequences of an accident, when the damaging event occurs between the initial effective date of the cover and the date of termination or expiry, regardless of the date of the other elements of the loss event (article L. 124-5 of the Code of insurance).

## 6.2. AMOUNT OF COVER

The amounts of cover per claim are the limit of the Insurer's liability for all claims related to the same damaging event.

The date of the loss event is that of the damaging fact. Conditions and amounts of cover are those in effect at that date.

The limitation shall be extended to ten years for accident cover affecting individuals when the Beneficiaries are the assignees of the deceased Insured

## 6.3. SPECIAL PROVISIONS ON THIS PART OF THE COVER

### Leading the lawsuit

For damages under "Civil Personal Liability" cover and within its limits, the Insurer shall exclusively lead of the lawsuit brought against the Insured and shall freely exercise the rights to appeal.

The Insurer shall pay for the costs and fees of investigation, expertise, legal and proceedings fees. These fees shall be deducted from the applicable amount of cover.

Taking up the defense of the insured by the Insurer shall not constitute a waiver for the Insurer to claim any exception to cover they would not have been aware of at the time the Insurer took up their defense.

In the event of a criminal trial where civil interests are or will be sought as part of this case or any further proceedings, the Insured agrees to involve the Insurer with his defense and this agreement will not change the scope of cover under this policy.

Under penalty of forfeiture, the Insured must not interfere in the leading of the lawsuit when the purpose thereof falls within the "Personal Liability" cover.

### Negotiation

The insurer may solely negotiate with the affected parties within the limit of their cover.

Negotiation or acknowledgment of liability not made by the Insurer may not be binding on him.

However, admitting a material fact, or the mere fact of providing the victim with urgent assistance where the act is an act of assistance that every person has a moral duty to perform, shall not be considered an acknowledgment of liability.



## 7. SETTLEMENT OF COMPENSATION

### 7.1. DETERMINING THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences, the disability rate, the duration of temporary total or partial disability, shall be jointly recognized and agreed by the parties or, failing such agreement, by two doctors, respectively appointed by each party. In the event of any conflict, they will call a third doctor to decide; if they fail to agree on the choice of the latter, or failure of one of the parties to appoint their expert, he will be appointed at the request of the most diligent party by the president of the Court of the domicile of the Insured with waiver of oath and any other formalities.

Each party will bear the cost of fees and expenses relating to the intervention of the doctor appointed by them, those required by any intervention of a third doctor will be shared equally between the parties.

If additional medical documents or any other supporting documentation is required, the insured or his legal representative will be personally notified by mail.

#### **AGGRAVATION UNRELATED TO AN UNFORESEEN EVENT**

Where the consequences of an accident are aggravated by the victim's condition, by neglect or empirical treatment, by a pre-existing illness or disability and, in particular, diabetic or hematic condition, the compensation due will be determined based on the consequences of the accident in a valid and normal health individual under a rational treatment.

#### **CHECKING**

The Insured is required to undergo a medical examination delegated by us, our agents will have free access to him whenever we deem it necessary, under penalty of forfeiture of the rights of the insured or any beneficiary in the event where, with no reasonable grounds, they deny our delegates to carry out a check that would prevent the check to be performed if, from a prior forty-eight hour notice sent by registered post, we are persistently denied to perform this check

Any fraud, non-disclosure or misrepresentation on your part or that of the beneficiary of the compensation, intended to mislead us about the circumstances or consequences of a claim, shall result in the loss of any right to compensation for the related loss event

#### **PAYMENT**

Benefits covered will be due:

- In the event of death and permanent disability, within one month of provision of the proof of the accidental death of the Insured and as a beneficiary, or the agreement of the parties on the disability rate.
- If cover processing and search and rescue costs applies, within one month of provision of the supporting documents for the amount of expenses incurred to be repaid by us.
- In the absence of the agreement of the parties, benefits will be settled within fifteen days from the court decision that became binding.

## 7.2. DOCUMENTATION REQUIRED FOR REIMBURSEMENT IN THE EVENT OF A DISASTER.

In the event of a disaster, it is important to let us know swiftly and accurately of the circumstances the disaster occurred and its potential consequences.

### MANNER AND INFORMATION NECESSARY

The Insured or his beneficiaries, you, if applicable, or any authorized representative acting on their behalf are required to lodge a claim in writing or verbally report with receipt, to our head office or our representative referred to in the Policy, within 15 days from the date they were made aware of it.

If the claim has not been lodged within the above provided period, unless for force majeure or fortuitous event, we may oppose the forfeiture of cover if we can establish that the late claim has adversely affected us (article L.113 - 2 of the Insurance Code).

In addition to this statement, they will also be required to provide us with any information about the seriousness, causes and circumstances of the accident and, if possible, the names and addresses of the responsible witnesses and people.

#### ❖ FOR ANY COVER - THE POLICY NUMBER.

- ✓ The Insurance Certificate
- ✓ A copy of the work order and a certificate from the Policyholder certifying that the Insured reported to him that his spouse and his child (ren) accompany him.

#### ❖ FOR DEATH AND PERMANENT DISABILITY AFTER AN ACCIDENT

- ✓ The claim in writing must give all details on the circumstances of the accident, the names of the witnesses and, if any, the identity of the authority in charge of the report where a report is made as well as the submission number.
- ✓ The certificate of the doctor, surgeon or hospital that was called to give first aid and describing the injuries.
- ✓ The birth certificates of the children as well as the copy of the tax return proving that they are in the care of the insured.
- ✓ The death certificate.
- ✓ The documents establishing the status of the Beneficiary in the event of death, the name and address of the notary in charge of the estate.
- ✓ The notification of Permanent Disability issued by the Social Security
- ✓ A medical certificate for Consolidation.

#### ❖ FOR MEDICAL EXPENSES

##### Medical expenses in case of hospitalization abroad outside the home country

In the event of an accident or illness requiring hospitalization on site, the GROUPAMA ASSISTANCE ID cardholder shall show this card to the hospital admission desk.

The admission desk will have the validity of the card confirmed with GROUPAMA ASSISTANCE whose contact details are shown on the card (by phone or fax).

Fees will be paid directly to the hospital by GROUPAMA ASSISTANCE y unless the Insured is required to make and advance payment.

The Policyholder Company, the Insured or his beneficiaries agree to take all necessary steps to obtain reimbursement of these costs (in full or in part) from the Social Security and/or other any complementary agencies the Insured is a member of and to immediately repay

GROUPAMA ASSISTANCE any money they received as such.

**IMPORTANT** This guarantee is granted upon approval from GROUPAMA ASSISTANCE, and within the limit of the amount set in the Table of Benefits.

### **Medical expenses excluding hospital expenses abroad outside the home country**

The reimbursement of medical expenses excluding hospital expenses shall be made upon return of the insured to his country of origin. He shall produce any necessary receipts.

The Policyholder Company, the Insured or his beneficiaries agree to take all necessary steps to obtain reimbursement of these costs (in full or in part) from the Social Security and/or other any complementary agencies the Insured is a member of.

The Insurer shall pay for the gap of the medical expenses reimbursed by social security and/or any other complementary organizations the Insured of, or his beneficiaries

Payment for this gap is limited to the amount shown in the Table of Benefits

### **Medical expenses in metropolitan France**

The reimbursement of medical expenses in Metropolitan France is made upon provision by the Policyholder or the Insured, of the medical certificate, the Health care forms, hospital bills and those of the doctor's fees, social security statements and/or those of any other complementary agencies as well as any reimbursement statements the Insured received as a beneficiary.

### **❖ FOR TRAVEL INCIDENTS**

In order for any reimbursements to be made, the Insured must provide the Insurer with the originals of all the receipts for expenses incurred as a result of those incidents.

#### ❖ FOR LOSS, DAMAGE, THEFT, OR DESTRUCTION OF PERSONAL BAGGAGE:

- The insured must file a complaint for loss, damage, theft or destruction of luggage with the relevant local authorities within Twenty Four Hours from the date of the incident.
- The original claim receipt and a detailed declaration must be submitted to the Insurer within a maximum of Ten Days.
- The Insured must file a claim for loss, deterioration, theft or destruction of luggage with the carrier within Twenty Four Hours of the date of the accident. The reservation slips from the carrier when the baggage or items have been lost during the time they were under their legal care;
- In the event of the theft of luggage from the trunk of his vehicle, the insured is required to provide proof of the break-in (picture of the damage, lock repair bill).
- The Insured is required to provide the Insurer with all documentation to verify or estimate the damage (picture of the damaged baggage, invoice) as well as any documents that the Insurer reserves the right to claim.
- In all cases, a letter certifying the date, place of purchase and the original invoice or pro-format of the invoice.
- With regard to valuables and jewellery, the Insured must provide the Insurer with the original invoices, the original certificate of guarantee, and the deed if the possession of these objects are the result of an estate, the estimate if these objects have been appraised for lack of invoice.

#### ❖ FOR CANCELLATION OR CHANGE OF TRIP

The Policyholder must notify the travel agency of the cancellation as soon as the covered event occurs.

This cancellation must be reported and made to the Insurer within Forty Eight Hours from the request for cancellation with the travel agency ("Tour Operator" or Transport Company).

Transport).

The Insurer shall reimburse based on the current cancellation fee schedule on the date the event giving rise to a claim, was first found.

#### **The Policyholder shall provide the Insurer with**

- The details of the tour operator
- The copy of the contract signed with the tour operator as well as all the documents necessary to assess the loss
- The precise reason for the cancellation and all the necessary documentation such as, depending on the nature of the event: the death certificate, the proof of the family relation between the Insured and the victim, a hospital certificate, the copy of summons to a court, the original receipt of complaint filed in case of theft of ID documents or the copy of the declaration of loss in case of serious damage to the home or any other document necessary to prove the cause of cancellation.

After this period of Forty Eight Hours, if the Insurer suffers any loss as a result of the late report, the Policyholder will forfeit all rights to compensation.

### ❖ FOR SEARCH AND RESCUE COSTS

In order for the reimbursements to be made, the insured must provide the Insurer with the original detailed request for the reimbursement of search and rescue costs from the local authorities.

### ❖ FOR PERSONAL LIABILITY

As soon as the Insured becomes aware of a fact likely for the cover under this policy to apply, and within five days, the Insured shall, subject to forfeiture, unless exceptional circumstances or force majeure), notify CGEA in writing or verbally against acknowledgment of receipt.

The Insured shall also:

- - let the Insurer know within the shortest possible time, about the circumstances of the loss, its known or presumed causes, the nature and the approximate amount of damages.
- - Take all necessary measures to limit the extent of the already known damage and prevent any further damage to be sustained,
- - Forward to the Insurer, within the shortest possible time, all notices, convocations, summons, extrajudicial documents and procedural documents that would have been sent to him, delivered or served.

- Failure by the Insured to comply with the obligations listed in the previous three sections, the Insurer will be entitled to compensation proportionate to the damage they may have incurred as a result of this breach.

### ❖ FOR HOME/VEHICLE ARRANGEMENTS

Receipts of expenses for home and/or vehicle arrangements

### ❖ FOR PSYCHOLOGICAL ASSISTANCE

- The original invoices for consultations with the doctor and/or psychologist.
- A copy of the family booklet or any other document justifying the first line family link with the Insured.

### ❖ FOR LOCAL SERVICES & PERSONAL CARE SERVICES

For the assistance cover to apply, the Insured must first contact GROUPAMA ASSISTANCE on the contact number shown on the personal identification card, prior to any intervention.

## 8. ADMINISTRATIVE PROVISIONS

### 8.1. CONDITIONS OF CHANGE OR CANCELLATION OF THE POLICY

Any claim for reimbursement caused by a change in the dates regarding the period of your travel insurance policy will only be taken into account if the amount to be reimbursed is over €25 and if you are able to provide a copy of the ticket substantiating this change.

### 8.2. EFFECTIVE DATE AND DURATION OF THE POLICY

The policy is effective on the date and for the duration referred to in the Insurance certificate, subject to payment of the premium. The policy is entered into for a firm period without tacit renewal and may not be terminated and reimbursed during the period.

### 8.3. LIMITATION

In accordance with Articles L 114-1 and L 114-2 of the Insurance Code, all actions derived from this Policy are subject to limitation, i.e. they may no longer be brought after years from the event that gave rise to these actions.

**However, this time limit shall not begin:**

- (1) in the event of non-disclosure, omission, inaccurate statement on the risk, from the date the insurer became aware of it;
- In the event of a loss, from the date the beneficiaries became aware of it, if they can prove they were unaware of it until then.

The limitation shall be extended to ten years for accident cover affecting individuals when the Beneficiaries are the assignees of the deceased Insured

### 8.4. SUBROGATION TO YOUR RIGHTS AND ACTIONS

In accordance with the provisions of Article L.121-12 of the Insurance Code, GROUPAMA is subrogated, up to the amount of compensation they pay, to the rights and actions of the Insured with respect to Third Parties.

If we may no longer exercise this action, from your personal act, we may be relieved from all or part of our obligations to you.

### 8.5. SANCTIONS TO APPLY FOR MISREPRESENTATION AT THE TIME OF THE CLAIM

Any non-disclosure or misrepresentation, omission or inaccuracy in the risk statement is sanctioned under the terms by articles L 113-8 and L 113-9 of the Insurance Code:

- in case of bad faith on your part: by the policy becoming null and void;

- if your bad faith has not been established: by a lower benefit proportionate to the premium paid against the premium that would have been due had the risk been fully and accurately declared.

## SANCTIONS TO APPLY FOR MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation on your part on the circumstances or consequences of a loss shall result in any entitlement to benefit or compensation for that loss to be forfeited.

### 8.6. FOR ALL REQUEST OF REPATRIATION ASSISTANCE

For all requests for assistance, the Insured (or anyone acting on his behalf) must contact GROUPAMA Assistance by quoting the reference of the GSL policy (see the certificate of insurance given on purchasing the policy):

- ✓ **Phone from France:** 01.55.98.57.35
- ✓ **From overseas:** (+33) 1.55.98.57.35

GROUPAMA Assistance team is available 7 days a week, 24 hours a day.

### FOR ANY OTHER LOSS EVENT

Contact MondialCare by AGIS SAS, in writing:

[contact@mondialcare.eu](mailto:contact@mondialcare.eu)

Or by mail to:

**MONDIALCARE / AGIS SAS**  
**33 Avenue Victor Hugo**  
**75116 PARIS FRANCE**

#### • by phone:

- ✓ **From France:** 01.82.83.56.26
- ✓ **From overseas:** (+33) 1.82.83.56.26

Agis SAS owns Mondial Care brand and [www.mondialcare.eu](http://www.mondialcare.eu) website, operates as a Broker-Designer, distributor and manager of this Travel Insurance Program. Agis SAS on behalf of the insured/beneficiary named in the Insurance certificate and agrees to transfer to the Insurer, the premium paid to him by the Insured/beneficiary. Agis SAS on behalf of the insurer, processes and settles claims which are not under the assistance coverage directly by Groupama Assistance. Agis SAS - Allsure Global Insurance Solutions SAS - International Insurance and Reinsurance Brokerage Company RCS Paris B 524 120409 Registration No. 10057380 in the register of Insurance Intermediaries - Orias - 1 rue Jules Lefèvre - 75311 Paris Cedex 9 - Activity under the supervision of ACPR - Banque de France Prudential Supervisory and Resolution Authority, 4 Budapest Square CS 92459, 75436 Paris.

## 8.7. CLAIMS - MEDIATION

The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties. For any issue, the Policyholder will contact the Broker the Insurance policy was entered with

**1. If you disagree or not satisfy with the performance of your policy, please inform MUTUAIDE ASSISTANCE by phone on 01.41.77.45.50, or in writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr), or by mail to:**

**MUTUAIDE ASSISTANCE  
SERVICE QUALITÉ CLIENTS  
8/14 AVENUE DES FRÈRES LUMIÈRES  
94368 BRY-SUR-MARNE CEDEX**

for assistance benefits.

If their response is not satisfactory, the Policyholder may send his claim to Special Lines Group's "Claims" department:

- By mail:

**GROUPE SPECIAL LINES  
SERVICE RÉCLAMATIONS  
6-8 RUE JEAN JAURÈS  
92800 PUTEAUX**

- by Email: [reclamations@groupespeciallines.fr](mailto:reclamations@groupespeciallines.fr)

If the response to the claim remains unsatisfactory, the Policyholder may contact Groupama Rhône-Alpes Auvergne's "Claims" department:

- By mail:

**GROUPAMA RHONE-ALPES-AUVERGNE  
SERVICE CONSOMMATEURS  
70019 LYON CEDEX 69252**

- By email: [service-consommateurs@groupama-ra.com](mailto:service-consommateurs@groupama-ra.com)

Finally, if disagreement persists regarding the position or proposed solution, the Policyholder may refer the matter to the Insurance Mediation:

- By mail:



La médiation de l'Assurance  
**TSA 50110**  
**75441 PARIS CEDEX 09**

- On the website: [www.mediation-assurance.org](http://www.mediation-assurance.org)

**2. If you disagree or are not satisfied** with the performance of your Policy please contact GROUPE SPECIAL LINES in writing to

[reclamations@groupe-speciallines.fr](mailto:reclamations@groupe-speciallines.fr)

## INSURANCE BENEFITS

If the answer is not satisfactory, you may send a letter to:

**GROUPAMA RHONE-ALPES-AUVERGNE**  
**SERVICE CONSOMMATEURS**  
**TSA 70019**  
**69252 LYON CEDEX 09**

GROUPAMA undertakes to acknowledge receipt of your mail within 10 business days. It will be processed within 2 months at most. If the disagreement persists, you may use the Insurance Mediation. Contact details above.

The FFSA Ombudsman is not competent to know about policies purchased to cover professional risks.

## **8.8. SUPERVISORY AUTHORITY**

In accordance with the Insurance Code (Article L. 112-4) it is noted that the SPECIAL LINES GROUP and GROUPAMA Supervisory authority is ACPR, 4 Budapest Square - CS92459 - 75436 Paris Cedex 09.

## **8.9. PROTECTION OF PERSONAL DATA**

Personal data is collected at different stages of our business or insurance activities relating to policyholders or individuals parties or interested in the policies.

This data is processed in accordance with the regulations, including the rights for individuals.

### **❖ Your rights on personal data:**

You have rights to your data that may be easily exercised:

- ✓ the right to review the information we have and to request to complete or correct it
- ✓ (access and rectification rights).
- ✓ the right to request your data to be deleted or limited in use (data deletion or limitation rights).
- ✓ the right to object to the use of your data, particularly regarding business development (right to object).
- ✓ right to recover the data that you have personally provided to us for the performance of your policy or which you have given your consent for (right to data portability).
- ✓ right to set guidelines for the retention, deletion and disclosure of your data after your death.

Any request about your personal data may be sent to our Data Protection Officer - SPECIAL LINES GROUP to: 6/8 rue Jean Jaurès – 92800 PUTEAUX or by email : [reclamations@groupepeciallines.fr](mailto:reclamations@groupepeciallines.fr) ; and/or au Délégué à la Protection des Données de GROUPAMA in writing « GROUPAMA SA – Correspondant Informatique et Libertés - 8-10, rue d’Astorg, 75383 Paris » or by email to [contactdpo@groupama.com](mailto:contactdpo@groupama.com).

You may also also file a claim with the National Commission for Information Technology and Freedoms (CNIL) if you believe that we have breached our obligations regarding your data.

## 8.10. PERSONAL DATA PROTECTION AND INSURANCE

### *Why do we collect personal data?*

Data collected by Special Lines Group at various stages of taking out an insurance or in managing insurance policies are required for the following objectives:

#### ❖ **Contracting, managing, performing insurance or assistance policies**

The data about you or the parties, interested or involved in the policy for contracting, managing and performing the policies, are collected for the following purposes:

- ✓ The study of insurance needs in order to offer insurance policies tailored to each situation
- ✓ Review, acceptance, control and monitoring of the risk
- ✓ Policy management (from the pre-contractual stage to the termination of the policy), and the performance of the policy and guarantees,
- ✓ Customer management
- ✓ Recovery and management of claims and litigation
- ✓ The development of statistics and actuarial studies
- ✓ The implementation of preventive measures
- ✓ Compliance with legal or regulatory obligations
- ✓ Conducting research and development activities under the life of the policy

Health data may be processed if it is necessary for contracting, managing or performing the insurance or assistance contracts. This information is processed in accordance with medical confidentiality and with your consent.

If a contract is entered, the data is retained for the duration of the policy or claims, and until the legal statute of limitations expires.

In the absence of a policy (prospect data):

- Health data is stored for up to 5 years for probationary purposes;
- any other data may be stored for up to 3 years.

#### ❖ **Business Development**

Special Lines Group and Groupama Group Companies (Insurance, and Services) have a legitimate interest in conducting prospecting actions towards their customers or prospects, and are implementing processes necessary to:

- ✓ Conducting lead management transactions
- ✓ The acquisition, sale, rental or exchange of customer or prospect data in accordance with the rights of individuals
- ✓ Conducting research and development activities as part of client management and prospecting activities

The use of certain means for carrying out prospecting operations is subject to the consent of the prospects. They involve:

- ✓ Using your email address or phone number for electronic canvassing
- ✓ Using your browsing data to provide you with offers tailored to your needs or interests (see cookie notice for more information);
- ✓ forwarding your data to partners.

Anyone may at any time object to receiving advertisements by mail, email or phone from our services (see your rights above).

### ❖ **Fighting insurance fraud**

The insurer, which has an obligation to protect the mutuality of insured and avoid unjustified claims, has a legitimate interest in fighting fraud.

Personal data (including health data) may therefore be used to prevent, detect and manage fraud regardless of the originator. These anti-fraud systems may lead to have their name recorded on a register of individuals with a risk of fraud

The Agency for Insurance Counter Fraud (Alfa) may be sent that data for this purpose. Rights on this data may be exercised at any time by mail to ALFA, 1 rue Jules Lefebvre - 75431 Paris Cedex 09.

The data processed for counter fraud is kept for up to 5 years from the fraud file being closed. In the event of a legal proceeding, the data will be retained until the end of the proceeding, and applicable limitations expire.

Those listed as suspected fraudsters will be deregistered, past the 5-year period from record on this list.

### ❖ **Money Laundering and anti-terrorism financing**

In order to meet their legal obligations, the Insurer shall implement surveillance mechanisms against money laundering, the financing of terrorism and allow financial sanctions to be implemented.

The data used for this purpose is kept for 5 years from the closing of the account or the end of the relationship with the insurer. Those relating to transactions carried out by individuals are kept for 5 years from the day of their performance, including in the event of the closing of the account or the end of the relationship with the insurer. TRACFIN may be sent the data for this purpose.

In accordance with the Monetary and Financial Code, the right to access this data is exercised with the National Commission for Information Technology and Freedoms (see [cnil.fr](http://cnil.fr)).

### ***Transfers of information outside the European Union:***

Personal data is processed within the European Union. However, data may be transferred to countries outside the European Union, in accordance with data protection rules and governed by relevant safeguards (e.g. standard contractual clauses of the European Commission, countries with a level of data protection that is recognized as appropriate...).

These transfers can be made for the the performance of these policies, against the fraud, compliance with legal or regulatory obligations, the management of actions or litigation allowing the Insurer to ensure the finding, exercise or defending their rights in court or for the purposes of defending those involved. Some data, strictly necessary for implementing assistance services, may also be transmitted outside the European Union in the interest of the person concerned or safeguarding individual life.

### *Who is this information provided to?*

The personal data processed are intended, **within the limit of their authority**.

- ✓ To the Department of Special Lines Group or Groupama Group companies in charge of commercial relations and contract management, anti-fraud or anti-money laundering and counter-terrorism and terrorist financing, audit and supervision.
- ✓ This information may also be communicated, if necessary, to our reinsurers, intermediaries, partners, and subcontractors, as well as to organizations that may be involved in the insurance business, such as the organizations or professional bodies (including ALFA for anti-fraud purposes and TRACFIN for anti money laundering and ant-terrorist financing).

Information about your health is exclusively intended for the Insurer's medical advisors or other entities of the Group, its medical department or internal or external persons specifically authorized (including our medical experts).

### **SUPERVISORY AUTHORITY**

In accordance with the Insurance Code (Article L. 112-4) it is noted that the SPECIAL LINES GROUP and GROUPAMA Supervisory authority is ACPR, 4 Budapest Square - CS92459 - 75436 Paris Cedex 09.

### *Limits for force majeure*

GRUPE SPECIAL LINES, GROUPAMA et MUTUAIDE ASSISTANCE may not be held responsible for failing to provide assistance services, as a result of force majeure or any of the following events: civil or foreign wars, common political turmoil, civil commotions, riots, acts of terrorism reprisals, restrictions to the free movement of people and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, or delays in the provision of the services resulting from the same causes.

## 9. OTHER ASSISTANCE BENEFITS

ASSISTANCE BENEFITS	Maximum amounts All Tax incl. per person for the duration of the POLICY	TERRITORIALITY
<b>PERSONAL ACCIDENT - BASIC COVER</b>		
<b>1.1. Accidental Death</b> Family package Accidental death of the Dependent Spouse accompanying the Insured Accidental death of a Dependent Child accompanying the Insured Death of the insured in flight	<b>)€50,000 or €150 000 based on the selected option</b> <b>Amount cover plus 10%</b> <b>€30,000</b> <b>€5,000</b> <b>€30,000</b>	<b>Worldwide</b>
<b>1.2. Total Permanent or Partial Disability resulting from an Accident</b> (Work Accidents - without Franchise) Family package Permanent disability of the Spouse or dependent child accompanying the Insured	<b>)€50,000 or €150 000 based on the selected option</b> <b>Amount cover plus 10%</b> <b>€30,000</b>	<b>Worldwide</b>
<b>1.3. Daily benefit in in case of coma</b>	<b>€75</b> per day from the 10th day - maximum duration of 365 days.	<b>Worldwide</b>
<b>1.4. Treatment costs in the country of residence of the Insured after hospitalization abroad</b> Reimbursement of costs after hospitalization abroad while on a work mission abroad, upon the return of the Insured to his country of residence - without any deductible.	Up to <b>€20,000</b> For 30 days from the insured's return home	<b>Worldwide</b>
<b>1.5. Daily benefit for kidnapping or arbitrary detention</b> Compensation paid to the company (per event) - 90-day franchise Outside the home country of the insured	Payment of the <b>salary of the Insured</b> up to <b>€100,000</b> per year, up to a maximum of 365 days	<b>Outside the home country of the insured</b>
<b>1.6. Home/vehicle arrangement in the event of a partial permanent disability above 33%</b> Territoriality: Metropolitan France	<b>15%</b> of the DISABILITY benefit and up to <b>€15 000</b>	<b>Metropolitan France</b>
<b>ASSISTANCE TO INDIVIDUALS IN THE EVENT OF AN ILLNESS OR AN ACCIDENT</b>		
<b>Repatriation or medical Evacuation</b>	<b>Actual Costs</b>	<b>Worldwide</b>
<b>Medical, surgical, pharmaceutical, hospital fees incurred abroad</b> Reimbursement of Actual Costs - Advance on Hospitalization Costs (not limited in time) Outside the home country of the insured Including Emergency dental expenses	<b>Up to €2,000,000</b> <b>€300</b> per tooth and up to <b>€900</b> per claim	<b>Outside the home country of the insured</b>
<b>Accompanying the Repatriated/Transported Insured</b>	<b>Travel Ticket</b>	<b>Worldwide</b>
<b>Return of the Spouse and Accompanying dependent Children in the event of repatriation of the Insured</b>	<b>Actual Costs</b>	<b>Worldwide</b>

Presence with the Insured hospitalized up to 3 family members	Travel Ticket* + €250 hotel costs per person per night - up to €5,000	Worldwide
Extension of stay	Up to €250 per night with a maximum of €2,000	Worldwide
Message Delivery	Actual Costs	Outside the home country of the Insured
<b>ASSISTANCE IN THE EVENT OF A DEATH</b>		
Repatriation or transportation of the body in the event of death	Actual Costs	Worldwide
Coffin costs	€3,000	
Accompanying the deceased by a family member	Travel Ticket* + €250 hotel costs per day - up to 3 days	Worldwide
<b>SUPPORT AND SERVICES TO THE COMPANY AND TO THE INSURED</b>		
Early return ✓ In the event of death or hospitalization of a close relative ✓ In the event of the premature birth of a dependent child ✓ In case of significant property damage to the insured's home	Return ticket*	Worldwide
Early return of the decision maker in the event of a serious event	Travel Ticket*	Worldwide
Return to the work mission site after repatriation	Travel Ticket*	Worldwide
Sending a replacement employee	Travel Ticket*	Worldwide
Doctor sent onsite	Actual Costs	Worldwide
Doctor sent in case of illness or accident of a child who remained at the home of the insured	Actual Costs	Metropolitan France
Medication shipping	Actual Costs	Worldwide
Advance on bail costs	€60,000.	Outside the home country of the insured
Legal aid, legal fees)	€20,000	Outside the home country of the insured
Delivery of professional documents	Shipping costs	Outside the home country of the insured
Passport or ID Documents Assistance	Assistance and Advice	Outside the home country of the insured
Theft or loss of means of payment	Assistance and Advice Cash advance up to € 15,000	Worldwide
Advice on day-to-day life	Assistance and Advice	Outside the home country of the insured
Childcare for children under 16	€500 for the entire service	Metropolitan France
Recovery of the insured's vehicle	Actual Costs	Metropolitan France

Family Support in the Event of Accidental Death of the Insured while on his work Mission	Providing an expert in psychological support Maximum of 2 interviews Information and Services	Metropolitan France
Information Service on Disability Management Benefits and Life Rehabilitation Assistance	Information and Services	Metropolitan France
Evacuation for political unrest or natural disaster	Travel Ticket	Outside the home country of the insured
Search and Rescue Costs	Up to €5,000 per insured and €30,000 per event	Worldwide
Psychological assistance	Support for consultations up to €2,000	Worldwide

## 10. TABLE OF BENEFITS FOR CANCELLATION

INSURANCE BENEFITS	Maximum Amounts per person VAT incl. for the duration of the POLICY	TERRITORIALITY
<b>BAGGAGE AND PERSONAL ITEMS</b>		
Loss, damage, theft, or destruction of personal baggage: no deductible	Up to €2,000	Worldwide
Loss, deterioration, theft, or destruction of professional equipment no deductible	Up to €1,000	Worldwide
Loss, theft or destruction of samples	Up to €1,000	Worldwide
<b>TRAVEL INCIDENTS</b>		
Flight delay, flight cancellation, or boarding denied 4-hour deductible	Up to €300	Worldwide
Delay in baggage delivery for delay exceeding 24 hours	Up to €600	Worldwide
Missed connecting flight 6-hour deductible	Up to €300	Worldwide
Travel cancellation (ticketing)	Up to €5,000	Outside the home country of the insured
Air Hijacking	Up to €3,000	Worldwide
Overbooking on regular airliners	Flat rate €50	Worldwide
<b>PERSONAL LIABILITY</b>		
Personal injury, property damage and consequential loss:  including <b>Food poisoning</b> <b>Property damage and consequential loss:</b> with an absolute deductible of €150 per claim:	€5,000,000 per claim Except USA and Canada capped at <b>\$1,500,000</b>  €1,500,000 per claim €1,500,000 per claim	Outside the home country of the insured