

# Travel Insurance

## Insurance specification

contrat n° 303.748



**The cover:**

- Cancellation
- Holiday curtailment
  - Option 1: Holiday
  - Option 2: Weekend

## **General Terms and Conditions**

**The insured persons:** People booking a holiday site with the GAIN purchasing group and who apply for it on the day of the booking.

The cover provided by your policy, with the exception of assistance cover, is governed by the French insurance code.

Your policy consists of these General Terms and Conditions, supplemented by your Specific Terms and Conditions.

This cover applies to all private and business stays, for a maximum length of 2 consecutive months, sold by the approved organisation or authorised intermediary with whom you took out this policy.

Please read your General Terms and Conditions carefully. These specify our respective rights and obligations and answer any questions that you may have.

### **DEFINITIONS**

A number of terms are frequently used in our insurance policies. The list below contains the meaning that shall be given to these terms.

#### **DEFINITION OF THE PARTIES TO THE POLICY**

**INSURED:**

- the policyholder,
- the person(s) named in your Specific Terms and Conditions, provided that they are resident in Europe.

**WE/US:** MONDIAL ASSISTANCE INTERNATIONAL AG, French Branch, hereinafter referred to as MAI, i.e. the insurer with whom you have taken out this insurance policy.

**POLICYHOLDER:** the signatory of the Specific Terms and Conditions, who thereby undertakes to pay the insurance premium.

**YOU:** the insured person or people.

#### **DEFINITION OF INSURANCE TERMS**

**RESIDENCE:** the customary place of residence determining the exercise of your civic rights.

**FOREIGN:** any country except for the country where you are resident.

**EUROPE:** The European Union (including the following overseas territories: Guadeloupe, Guyana, Martinique and Réunion), Liechtenstein, the Principalities of Monaco and Andorra, San Marino, Switzerland, Vatican City.

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

**METROPOLITAN FRANCE:** European French territory (including the nearby islands in the Atlantic Ocean, the English Channel and the Mediterranean Sea), excluding the overseas territories' regional authorities.

**EXCESS:** the share in the damage payable by you when the claim is settled. Excess amounts in respect of each type of cover are specified in the cover and excess amounts table.

**LIMIT PER EVENT:** maximum amount insured for the same event resulting in claims, irrespective of the number of insured people included in the policy.

**APPROVED ORGANISATION:** travel professionals, transport professionals, associations, works committees.

**TIME LIMITATION:** period beyond which any claim is time-barred.

**CLAIM:** all harmful consequences of an event falling within the scope of one of the types of cover taken out. All damage arising from the same initial cause constitute one and the same claim.

**SUBROGATION:** process by which we replace you in respect of your rights and legal actions against any party liable for your damages, in order to obtain repayment of the sums which we have paid you following a claim.

**THIRD PARTY:** any individual or legal entity, except for:

- the insured person,
- members of his/her family,
- people accompanying him/her,
- his employees, whether salaried or not, while carrying out their duties.

**HOLIDAY:** a trip lasting a maximum of two months, planned during the period of validity of this contract and organised, sold or supplied by the organisation or approved intermediary with whom this policy was taken out.

► **Relating to cover for «Cancellation»:**

**NATURAL DISASTER:** event caused by the abnormal intensity of a natural agent.

**SERVICE CHARGES:** charges levied by the approved organisation or intermediary when booking the trip, which relate to their preparation of the trip.

**TEMPORARY DISABILITY:** loss, for a limited period of time, of a person's functional capacity, requiring them, on the day of the cancellation, to cease all activity, including professional activity, and which resulted in a diagnosis and care from a doctor and drug treatment to be carried out.

## POLICY TERRITORY

The Cancellation cover applies in France and in the European Union from midday on the day after taking out the cover until the start of your holiday.

The Holiday curtailment cover applies in the country or countries visited during the holiday organised by the policyholder and which are mentioned in the holiday booking form.

## COVER AND EXCESS AMOUNTS TABLE

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER TRIGGER POINTS
<b>CANCELLATION</b>		
<ul style="list-style-type: none"> <li>• Following the occurrence of an event provided for by the policy (other than those detailed below)</li> </ul>	Reimbursement of the cancellation fees as per the scale provided for in the General Terms up to the following ceilings: <b>€ 6,500</b> per insured holiday let, and <b>€ 32,000</b> per event	Per holiday let: <b>€30</b>
<ul style="list-style-type: none"> <li>• Following a change in the date of holidays by the employer</li> <li>• Following the theft of identity papers</li> </ul>		<b>25%</b> of the amount of the cancellation fees insured subject to a minimum of <b>€150</b> , per holiday let insured - <b>€30</b> per holiday let when the price of the let is less than <b>€150</b>
<b>HOLIDAY CURTAILMENT</b>		
<ul style="list-style-type: none"> <li>• <b>When your holiday is curtailed for one of the reasons specified in the General Terms and Conditions:</b></li> <li>- Holiday lets</li> </ul>	Payment of an indemnity proportional to the number of travel days (excluding transportation), limited as follows: - per holiday let insured: <b>€6500</b> - per event : <b>€32000</b>	N/A

## COMMON EXCLUSIONS TO ALL TYPES OF COVER

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

1. civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
2. your voluntary participation in bets, crimes or fights, except in a case of legitimate defence;
3. any effects of a nuclear origin or caused by any source of ionising radiation;
4. your intentional acts and wilful misconduct, including suicide and attempted suicide;
5. your consumption of alcohol, drugs or any narcotic substance listed in the French Public Health Code, not medically prescribed;
6. events for which liability may fall either on your travel organiser by application of Chapters VI and VII of Law N° 92-645 of 13 July 1992, stipulating the conditions for pursuing the business of organising and selling holidays or on the carrier, principally for reasons of air safety and/or overbooking;
7. your refusal to board the flight originally planned by the approved organisation.

## YOUR POLICY COVERAGE

### CANCELLATION

#### 1. PURPOSE OF THE COVER

When you cancel your booking, the approved organisation or intermediary for your holiday may hold you responsible for all or part of the cost of the service; this is described as cancellation fees and these fees increase as the departure date approaches. The fees are calculated using a scale of charges specified in the General Terms and Conditions of Sale of your holiday.

We reimburse you for the amount of the cancellation fees charged to you, after deduction of the excess amount shown in the cover and excess amounts table.

#### 2. EVENTS COVERED IN RELATION TO A CANCELLATION

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

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

- you, your spouse or common law partner, your ascendants or descendants, and those of your spouse/partner,
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian and also the person for whom you are the guardian,
- your professional replacement, specified when taking out this policy,
- the person named when this policy was taken out responsible, during your trip, for looking after or accompanying your minor children on the trip or a handicapped person living with you,
- another member of your family provided that hospitalisation is for more than 48 hours,

directly resulting:

- from an illness or accident,
- from the consequences, after-effects, complications or aggravation of an illness or an accident which was recorded before your trip was booked.
- from pregnancy complications up to the 28th week,

**It is the insured's responsibility to prove all details constituting the temporary disability or the permanent disability as defined in this contract. If you cannot establish with these the occurrence of the temporary or permanent disability at the time of cancellation, we can reject your claim.**

##### 2.2. The death of:

- you, your spouse or common law partner, your ascendants or descendants, and those of your spouse/partner,

- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian and also the person for whom you are the guardian,
  - your professional replacement, specified when taking out this policy,
  - the person named when this policy was taken out responsible, during your trip, for looking after or accompanying your minor children on the trip or a handicapped person living with you,
  - another member of your family.
- 2.3. Serious damage to property resulting from:**
- a burglary,
  - a fire,
  - water damage,
  - a climate event,
- definitely requiring your presence at that location on your scheduled day of departure to implement protective measures and administrative actions and which affects over 50% of:
- your main or secondary residence,
  - your business premises if you are a craftsman, trader, company manager or if you are in a professional occupation.
- 2.4. 2.7. Being called for an organ transplant during your holiday.**
- 2.5. Serious damage to your vehicle occurring within the 48 hours prior to your departure,** provided that it can no longer be used to take you to your final holiday location.
- 2.6. An accident or a breakdown of your means of transport occurring during your transportation to the departure point, involving a delay of more than two hours,** having made you miss the means of transport booked for your departure, provided that you have taken the steps to reach the airport at least two hours before the time limit for boarding.
- 2.7. Redundancy of yourself or your spouse, provided that the procedure had not been started by the day on which you took out this policy.**
- 2.8. Obtaining employment as a salaried employee or paid training,** taking effect before or during the dates planned for your trip, while you were registered for unemployment benefit and provided that it does not involve a contract extension or renewal or an assignment provided by a temporary employment company.
- 2.9. Your employer changing the date of your paid holidays.** This cover is provided to salaried employees, excluding craftsmen, traders, members of a professional occupation, directors or legal representatives of a company. This holiday leave, corresponding to an entitlement, must have been previously agreed by the employer prior to booking the trip.
- Indemnification is paid after deduction of the specific excess amount stated in the cover and excess amounts table. This excess also applies to those people booked on the trip at the same time as you.**
- This cover does not apply if the policyholder is the company which has changed the holidays.**
- 2.10. Your unforeseen, compulsory summons to appear in court, as a witness or for jury service that cannot be postponed.**
- 2.11. Theft, within the 48 hours prior to your departure, of your identity papers (passport, identity card) essential for going through customs during your travel,** provided that steps for their renewal are carried out within 15 days of the theft.
- Indemnification is paid after deduction of the specific excess amount stated in the cover and excess amounts table. This excess also applies to those people booked on the trip at the same time as you.**
- 2.12. Your professional transfer,** imposed on you by your employer, but not in connection with a disciplinary matter, that requires you to move house during the time of your trip or at the latest, 8 days before the trip, provided that the transfer was not known about when you took out this policy.
- 2.13. Your notification of the adoption of a child** during the period of the trip, provided that the notification was not known about when you took out this policy.
- 2.14. Your psychological, mental or depressive illness** which led to being in hospital for more than 3 days.
- 2.15. Cancellation, for one of the events mentioned above (articles 2.1. to 2.14.), of one or more people booked at the same time as you and insured under this policy if, because of this withdrawal, you had to travel alone or with just one other person. However, for people who are part of the same household for tax purposes, all insured persons from the household for tax purposes are covered under the "Cancellation" cover.**

## **IMPORTANT:**

**For rentals, our cover is granted on condition that the rental is fully vacated.**

**All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single trip, which only has one single date of departure: the date stated by the trip's approved organisation or intermediary as being the start of the insured services.**

### **3. AMOUNT COVERED**

We reimburse you up to the amount limits stated in the cover and excess amounts table, for the cancellation charges levied by the approved organisation or intermediary for your trip, in accordance with the contractual scale shown in its General Terms and Conditions of Sale.

The cancellation fees charged are reimbursed up to the limits indicated in the cover and excess amounts table per insured person, without exceeding the limit per event. With regard to packages, the service charges will be reimbursed, as per the same terms and conditions, provided that they are part of the amount insured declared when this policy is taken out.

With regard to flight only arrangements, the service charges will be fully reimbursed, provided that they are part of the amount insured declared when this policy is taken out.

**The cost of tips, visas and other expenses, not included in service charges and the premium paid to take out this policy will not be reimbursed.**

**The amount of our payment is always limited to the costs you would have been charged if you had informed the approved organisation or intermediary on the day on which the event occurred.**

An excess per case for the holiday lets, the amount of which is stated in the cover and excess amounts table, is always deducted from the indemnity which is due to you.

### **4. COVER EXCLUSIONS**

**In addition to the exclusions that are common to all types of cover, the consequences of the following circumstances and events are also excluded:**

- 4.1. illnesses already diagnosed or accidents that have already occurred, or treatment or relapse or deterioration or a hospital stay between the date on which the trip booking was made and the date on which this policy was taken out;**
- 4.2. un stabilised illnesses or injuries that were diagnosed or treated during the 30 days prior to your travel booking;**
- 4.3. pregnancy and/or its complications, beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation;**
- 4.4. forgetting to get vaccinated or take the preventative treatment necessary for your travel destination**
- 4.5. epidemics, local health situations, pollution, meteorological or climate events;**
- 4.6. natural disasters occurring abroad, definitely caused by the abnormal intensity of a natural agent and those natural disasters referred to in Law no. 82-600 of 13 July 1982;**
- 4.7. criminal proceedings against you;**
- 4.8. any event that occurs between the date on which you booked your trip and the date when you took out this policy.**

### **5. WHAT YOU MUST DO IN THE EVENT OF CANCELLATION**

In the event of a claim, you must notify the travel organisation or authorised intermediary of your withdrawal by the quickest methods (fax, telegram, receipted notification) when the covered event that prevents your departure takes place.

You must declare the claim to us within five working days of your knowledge of the event, except in the case of an act of God or force majeure:

- ▶ **directly using our website:**  
**<https://declaration-sinistre.mondial-assistance.fr>**
- ▶ **or by telephoning +33 (0)1 42 99 03 95**  
**Monday to Friday, between 9 am and 6 pm**
- ▶ **or by fax on +33 (0)1 42 99 03 25**

If you fail to meet this deadline and we incur a loss because of your late notification, you lose all rights to indemnity.

We will provide you with the information needed to make your claim declaration and you will be required to supply us with any documents and information to serve as proof of the reason for your cancellation and allow us to assess the amount of indemnity due to you.

If the reason for your cancellation is medical, if you wish, you may send the medical details in an envelope marked «Confidential» for the attention of MAI's medical expert.

# HOLIDAY CURTAILMENT

## 1. PURPOSE OF THE COVER

We provide cover, up to the limits stated in the cover and excess amounts table, by making an indemnity payment when your holiday is curtailed for one of the following reasons:

- your medical repatriation, that of members of your insured family, organised by another assistance company,
- your hospitalisation locally,
- your early return:
  - **in the event of an illness or accident, resulting in emergency hospitalisation which commences during your holiday** and which, in the opinion of our Medical Department is of a life-threatening nature, of your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, your legal guardian or the person for whom you are the guardian, who are not taking part in the holiday;
  - **in order to attend the funeral after the death of** your spouse or common-law partner, of one of your ascendants, descendants, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, your legal guardian, or the person for whom you are the guardian, not taking part in the holiday and living in Europe;
  - **in the event of material damage** as a result of a burglary, a fire, water damage or a climate event, making your presence on site essential for protective measures and administrative procedures to be undertaken and affecting more than 50% of:
    - your main or secondary residence,
    - your farming business,
    - your business premises if you are a craftsman, trader, company manager or if you are in a professional occupation.

## 2. AMOUNT COVERED

Compensation is proportional to the number of days of your trip that are unused and the number of people who have actually vacated the holiday accommodation.

Indemnity is settled up to the limits indicated in the cover and excess amounts table per insured person, without exceeding the limit per event.

Indemnity is calculated starting from the day after the event that gives rise to it occurs (medical repatriation, early return, hospitalisation locally).

Deductions will be made from the calculation basis for administration expenses, insurance, tips, outward and return transport and refunds or compensation paid by the travel organiser.

### • **When staying in rented accommodation**

Indemnity is calculated on the basis of the cost of the insured rental accommodation, limited to the amounts per person and per event stated in the cover and excess amounts table, with it being understood that the rental accommodation must be fully vacated.

If your holiday has been curtailed by your hospitalisation locally, the indemnity is calculated starting from the day after the hospitalisation on the basis of the rental accommodation costs for yourself and the person who received accommodation expenses under the «Assistance to persons» cover. Indemnity is calculated and is limited per person and per event to the amounts stated in the cover and excess amounts table, with it being understood that the rental accommodation must be fully vacated.

## 3. COVER EXCLUSIONS

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

- 3.1. **epidemics, local health situations, pollution, meteorological or climate events;**
- 3.2. **natural disasters occurring abroad, definitely caused by the abnormal intensity of a natural agent and those natural disasters referred to in Law no. 82-600 of 13 July 1982.**

#### **4. WHAT YOU MUST DO IN THE EVENT OF A CLAIM**

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As soon as you request our assistance and we agree that you can receive the benefits of your «Holiday curtailment» cover, you must make your claim for reimburse

**by telephoning +33 (0)1 42 99 08 83  
Monday to Friday, between 9 am and 5.30 pm**

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

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

# ADMINISTRATIVE PROVISIONS

## 1. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken out:

- **for the «Cancellation» cover:** on the same day as the booking.
- **for all other cover:** no later than the day before your departure.

Cover takes effect:

- **for the «Cancellation» cover:** at 12 noon on the day after the premium has been paid.

It ends at the start of your holiday;

- **for all other cover:** at midnight on the day of departure stated in the Specific Terms and Conditions and, at the earliest, at 12 noon on the day after you have paid the premium.

Cover ends at midnight on the day of your return that is stated in the Specific Terms and Conditions.

The «Cancellation» cover is not combined with the other types of cover.

## 2. CUMULATIVE INSURANCE

If you are covered for the same risks with other insurance companies, you must inform us of this and provide us with their details and the scope of their cover, in accordance with article L 121-4 of the French insurance code.

You can obtain indemnification for your damage by contacting the insurance company of your choice.

**These provisions do not concern assistance services.**

## 3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

In consideration for the payment of indemnity and, up to its limit amount, we become beneficiaries of the rights and actions that you had against anyone liable for the claim, in accordance with article L 121-12 of the French insurance code.

If, by your act, we are no longer able to perform this action, we can be discharged of all or part of our obligations towards you.

## 4. PENALTIES APPLICABLE IF YOU MAKE A MISREPRESENTATION WHEN TAKING OUT THE POLICY

Any non-disclosure or misrepresentation, any omission or inaccuracy in the declaration of the risk is penalised as per the terms and conditions stated in articles L 113-8 and L 113-9 of the French insurance code:

- **in the event of bad faith on your part:**  
by rendering the policy null and void;
- **if your bad faith has not been established:**  
by a reduction in the indemnity, in proportion to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

## 5. PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONAL MISREPRESENTATION AT THE TIME OF THE CLAIM

**Any fraud, non-disclosure or intentional misrepresentation by you about the circumstances or consequences of a claim will result in the loss of all entitlement to benefit or indemnity for this claim.**

## 6. TIME LIMITATION

Any legal action arising from the insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by articles L 114-1 and L 114-2 of the French insurance code.

The time limitation period is interrupted mainly by the despatch of a registered letter with acknowledgement of receipt by our company to the insured person in respect of legal action for payment of the premium and by the insured person to our company in respect of payment of the indemnity or by the appointment of an expert as the result of a claim.

## 7. DAMAGE ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and failing this, by jointly agreed expert assessment, subject to our respective rights.

Each of us appoints an expert. If the appointed experts do not agree, they appoint a third expert: the three experts work together on a majority vote basis.

If one of us fails to appoint their expert or the two experts are unable to agree on the selection of the third expert, the appointment shall be made by the Presiding Judge of the Tribunal de Grande Instance of the place where the policyholder is domiciled. This appointment shall be made on a written request signed by us or by just one of us, with the other having being summoned by registered letter.

Each party pays the fees and expenses of its own expert and half of the fees of the third expert, if appointed.

#### **8. CLAIM SETTLEMENT TIME PERIOD**

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As soon as your case is complete, your indemnity will be paid within 10 days following the agreement between us or an enforceable court ruling.

#### **9. COMPLAINTS HANDLING PROCEDURES**

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**In the event of any problems, please consult your usual representative first of all. If you are not satisfied with their response, you may send your complaint to:**

MONDIAL ASSISTANCE FRANCE  
Service Gestion des réclamations  
DT 001  
54 rue de Londres  
75394 PARIS Cedex 08

If you still disagree after you have received the response from our company, you can request an opinion from an arbitrator.

Procedures for access to the arbitrator will be sent to you if you write to the address above.

#### **10. MONDIAL ASSISTANCE INTERNATIONAL ADDRESS**

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MAI elects domicile at the head office of its subsidiary in France:

Tour Gallieni II  
36, avenue du Général de Gaulle  
93175 Bagnolet Cedex

Any disputes raised against MAI concerning this policy shall be exclusively submitted to the competent French courts and all notices should be made to the address shown above.

#### **11. DATA PROTECTION AND CIVIL LIBERTIES LAW**

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In accordance with French Law on Data Protection and Civil Liberties No. 78-17 of 6 January 1978, you have the right to access and correct any information about yourself that is contained in our files, by contacting our head office in France.

#### **12. REGULATORY AUTHORITY**

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The body responsible for the regulation of MAI is the Autorité de contrôle des assurances et des mutuelles (French insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.

## To file an Insurance claim:

 Our web site:

<https://declaration-sinistre.mondial-assistance.fr>

 Contact us

au **00 33 (0)1 42 99 03 95**

(from 9h00 to 18h00 from monday to friday)

**Fax : 00 33 (1) 42 99 03 25**

Mondial Assistance International AG, French Branch  
Tour Gallieni II, 36 avenue du Général de Gaulle,  
93175 Bagnolet Cedex

Tél. : 01 49 93 29 00

Fax : 01 49 93 29 19

Private company governed by the Insurance Code  
Company capital : 25 000 000 Swiss francs fully paid up

Trade and Companies register of BOBIGNY, N° B582 075 438