

**AVA TOURIST CARD
GENERAL TERMS AND CONDITIONS
POLICY No. 4.089.000**

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1 – PURPOSE OF THE POLICY

This text is a translation of the reference document in French. Only the text in French is valid in case of dispute.

AVA has taken out Trip insurance and assistance policy number **4.089.000** with the Insurer AIG Europe Limited.

Within the limits and subject to the conditions set out elsewhere in the policy, this group insurance policy covers AVA's customers during and in connection with Trips (Package Tours, Flight-only services, Cruises and Rentals) anywhere in the World.

It provides the following covers and benefits:

- Trip cancellation and amendments
- Lost, stolen or damaged luggage
- Delayed luggage
- Flight delays
- Medical expenses abroad
- Assistance and Repatriation
- Trip curtailment
- Personal accidents
- Civil liability abroad

It is agreed that these covers and benefits cannot be taken out separately.

Enrolment in this policy is for a fixed duration non-renewable.

The corresponding contribution is not refundable.

Only these contractual terms and conditions and the information stated on the Insured's Application Form shall apply in the event of a claim or dispute between the parties.

2 – SUMMARY OF COVERS

For information on the conditions under which the covers listed in this table apply, please refer to the sections that follow.

COVERS	AMOUNTS AND LIMITS
Trip cancellation or amendment	Maximum per Insured: €12,000 Maximum per event : €30,000 Excess per Insured: €30 Additional excess of 3 % of cancellation fees for Trip above €6,000
Trip curtailment	Maximum per Insured: €12,000 Maximum per event : €30,000 Excess per Insured: €30
Cancellation "TOUT SAUF"	Maximum per Insured : €12,000 Maximum per event 30,000 Excess per claim : 20 % of cancellation fees with a minimum of €150
Lost, stolen or damaged luggage	Maximum per Insured: €1,500 Maximum per event: €4,000 Cover limit for valuables: €750 Excess per claim: €30
Luggage delays in excess of 24 hours	Maximum per Insured: €150
Flight delays in excess of 6 hours	Maximum per Insured: €150
Medical expenses Abroad In case of hospitalisation (the assistance centre must be informed) - No hospitalisation - Emergency dental care	Maximum: €500,000 Covered in full (100% of expenses incurred) Expenses reimbursed in full Worldwide Excess: €30 - USA/Canada excess: €60 100% of expenses reimbursed Maximum: €250 - Excess: €30
Assistance and Repatriation Dispatching essential medication not available locally Dispatching a physician to attend to the Insured abroad Transporting the Insured to a medical facility Repatriation of the Insured to his/her home Repatriation of the Insured's body to home country in case of death Travel ticket Accommodation expenses for a relative of the Insured Cost of extending the Insured's trip Companions' return travel Accommodation expenses Early return of the Insured Legal assistance abroad Bond posted with a court abroad Advance of funds Transmission of urgent messages Search and rescue costs	Actual expenses Actual expenses Actual expenses Actual expenses Actual expenses Return ticket Maximum per Insured per day: €50 Maximum: €500 Maximum per Insured per day: €50 Maximum: €500 Return ticket Maximum per person per day: €50 Maximum: €500 One-way return ticket Maximum per Insured: €3,000 Maximum per Insured: €7,500 Maximum per Insured: €500 Actual expenses Maximum per Insured: €4,000 Maximum per event: €25,000
Personal accident Lump sum in case of accidental death Lump sum in case of accidental death in-flight Lump sum in case of accidental permanent disability	Per insured: €8,000 Per insured: €80,000 Up to: €8,000
Civil liability abroad	Excess per claim: €80 Maximum for bodily injury: €4,500,000 Maximum for property damage: €450,000

3 – COMMON DEFINITIONS

For the purposes of this policy, the following terms have the meanings given thereto below.

Policyholder

AVA, acting both on its own behalf and on behalf of its customers.

Insured

Any natural person whose first and last names are stated on the Application Form, and who has paid the corresponding contribution. The member's spouse and/or children may also be covered providing they are named on the Application Form and the corresponding contribution has been paid.

Insurer

AIG Europe SA. A company Registered in Luxembourg under company number : RCS B 218806. Registered Office: 35 D Avenue J.F. Kennedy, L-1855, Luxembourg.
Registered branch office in France : Tour CBX 1 Passerelle des reflets 92400 Courbevoie
R.C.S Nanterre 752 862 540. Phone : +33 1.49.02.42.22 - Facsimile : +33 1.49.02.44.04.

Enrolments and Contributions Claims Office

AVA, appointed by the Insurer.

Claims Office, except for assistance and medical and hospitalisation expenses

AVA, appointed by the Insurer.

Assistance Company

AVA Assistance, appointed by the Insurer.

Tour Operator

The trip organiser.

Spouse

The husband, wife or domestic partner of the Insured.

Relative

The Insured's spouse, and the father, mother, grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters and brothers of the Insured and/or of his/her Spouse.

Children

The legitimate, natural or adopted children of the Insured and/or of his/her Spouse.

Beneficiary

For all covers, the beneficiary is the Insured him/herself, unless otherwise stated in the policy.

Application Form

A document duly completed and signed by the Insured which states his/her first and last names, address, travel dates, country of destination, cover period, the option chosen (if applicable), the date the document was prepared and the amount of the corresponding insurance contribution.

By extension, this document may also be the travel registration form drawn up by the Tour Operator and the customer or the "group" Travel policy.

In the event of a Claim, the Insurer will only take into consideration enrolments for which the corresponding contribution has been paid.

Cover Certificate

A document to be printed by the Insured or his/her representative, which states his/her first and last names, the start and end dates of the Trip, his/her identification number, the Specific Provisions and the telephone number(s) of the assistance platforms.

Trip

A trip taken by the Insured Abroad whose dates and destination appear on the Application Form.

Geographical Scope

Cancellation cover: the location of the Insured's Home. Other covers: Worldwide, except excluded countries.

Home

The place where the Insured has his/her customary residence on the date of his/her membership (mainland France, Corsica, the French overseas department and territories, the Principalities of Andorra and Monaco, a European Union country, Switzerland or Norway).

In the event of a dispute, the address of the Insured's tax residence shall be considered to be his/her Home.

Abroad

A country other than the country where the Insured resides.

Accident

Any bodily injury caused unintentionally by the Insured due to the sudden and unforeseeable action of an external cause of which the Insured is the victim.

Illness

Any change in a person's health or any bodily injury certified by an authorised medical practitioner during the policy term.

Serious Accident

Any bodily injury caused unintentionally by the victim due to the sudden and unforeseeable action of an external cause, which is certified by an authorised medical practitioner and which prevents the victim from moving under his/her own power.

Serious Illness

Any sudden change in a person's health, which is certified by an authorised medical practitioner, which requires the person to cease all business or other activities, and which carries a guarded prognosis or long development period requiring intensive medical treatment, generally involving hospitalisation for tests and care.

Pre-existing Accident or Illness

Any temporary or permanent harm to the Insured's physical integrity prior to his/her enrolment for the trip, which is certified by an authorised medical practitioner, and which did not manifest itself for the first time or, with respect to which, the Insured did not experience a relapse or deterioration or require hospitalisation during the 30-day period before he/she purchased the trip.

Hospitalisation

The act of receiving care in a hospital, requiring a minimum stay of 24 consecutive hours.

The term "hospital" means any hospital or clinic authorised to perform procedures and provide treatment to persons who are ill or have been involved in an accident, and which holds the local government authorisations allowing such practices, as well as the necessary staff.

Elective Surgery and Treatment

Elective Surgery and Treatment include, but are not limited to, surgery or treatments performed with respect to acne, allergies (including allergy tests), any periodic check-up or test and periodic contraceptive check-ups, aesthetic surgery of any type that is not performed as a consequence of an insured Accident, circumcision, corns on the feet or bunions, cosmetic treatments of any type that are not performed as a consequence of an insured Accident, operations and treatments of congenital malformations, health check-ups, fertility tests and infertility treatments (men and women), hormone treatments, incontinence, the treatment of warts and cysts, obesity treatments, pre-marital examinations, preventive treatments or vaccinations that are not the consequence of an insured event, insomnia treatments, tubal ligation, vasectomy, weight-loss treatments, all medical procedures or treatments that are for research or experimental purposes or that are not generally recognised as ordinary medical practices.

Reasonable Ordinary Expenses

Ordinary medical expenses deemed reasonable in the area where the Insured travels, i.e. the expenses and charges generally applied in the area or region for medical services the Insured may require for his/her treatment, compared to similar cases of the same severity or of the same type.

Accordingly, the Insurer will not cover any medical expenses which it deems to be unreasonable based on the foregoing.

Luggage

The Insured's suitcases, trunks and hand luggage as well as the contents thereof, provided such contents are clothing and personal effects carried by the Insured during an insured trip or items acquired during such trip.

Valuables

Hunting rifles, sports equipment and devices, jewellery, items made of precious materials, precious stones, pearls, watches, furs, photographic, cinematographic or computer equipment, mobile telephones, sound or image recording or production equipment and their accessories.

Precious Items

Jewellery, furs, photographic and cinematographic equipment, and any other valuable item costing more than €310.

Insured Event

The occurrence of an event covered by the policy. All claims concerning the same event shall constitute a single insured event.

Excess

An agreed sum specified in the policy for which the Insured will be liable if he/she is compensated for an Insured Event.

The Excess may also be expressed in hours or days, or as a percentage. In such case, the relevant cover will take effect upon the expiry of the specified period or above the specified percentage.

Maximum per Event

If the cover applies for more than one Insured who are the victims of the same event, the Insurer's cover will in all circumstances be limited to the maximum amount specified for that cover, regardless of the number of victims. Therefore, the compensation will be reduced and paid in proportion to the number of victims.

Civil War

An armed confrontation between two or more parties from the same country, in which the combatants are of different ethnic groups, religions or ideologies. Civil War includes armed rebellions, revolutions, sedition, insurrections, coups d'état, the consequences of martial law and border closures ordered by a government or local authorities. The Insurer has the burden of proving that any relevant claim is based on any of these civil war events.

Foreign War

An armed confrontation – that may or may not be declared – between two countries. Foreign War also includes invasions and sieges. If an accident occurs, the Insured will have the burden of proving that any relevant claim is based on a foreign war event.

4 – TRIP CANCELLATION/AMENDMENT COVER

For the purposes of this cover, the following terms have the meanings given thereto below.

Cancellation Fees

The fees contractually owed to the Tour Operator by the customer, as stated in the Tour Operator's special terms and conditions of sale approved by the customer when he/she signs his/her travel registration form.

COVER START DATE AND TERM

This cover will take effect when the Insured enrolls in this policy, in accordance with the information provided on his/her Application Form.

The cover will apply during the 30 days prior to the departure date.

The cover must be taken out at the latest the day before the first day on which penalties may be applied, as provided in the Tour Operator's Cancellation Fee Schedule or upon registering for the Trip.

The cover will expire at the time of departure, i.e. when the Insured arrives at the meeting point specified by the organiser or, if the Insured uses his/her own means of transport, when he/she arrives at the destination of his/her trip.

PURPOSE OF THE COVER

This cover guarantees the reimbursement of the Fees incurred in cancelling or amending a trip, in accordance with the calculation method below and up to the limit of the amounts specified in the "Summary of Covers", which the Insured pays and the Tour Operator invoices pursuant to the special terms and conditions of sale, less air travel taxes, insurance premiums and administrative fees, if the Insured is unable to travel for any of the following reasons:

- Death, Accident or Illness, Serious Accident or Illness, or Hospitalisation, including in the event of a relapse or deterioration following an Accident or Illness that occurred before the Insured registered for the Trip or took out this Cancellation cover, on the understanding that the date used to calculate the amount to be reimbursed will be the date on which a physician first recorded the deterioration, development or relapse affecting:
 - the Insured, his/her Spouse, a Relative (as defined in this policy) or any person who ordinarily lives with him/her; or
 - a person who accompanies the Insured during the Trip, provided his/her first and last names are provided on the Application Form.

If the Insured wishes to depart without a companion, the cover guarantees the reimbursement of the additional hotel expenses incurred as a result of such cancellation, up to the limit of the amount of compensation that would have been paid in the event of cancellation.

- the Insured's work replacement or the person responsible for caring for his/her minor children, provided their first and last names are provided on the Application Form.

The Insured and his/her Spouse are also covered in the event of:

- Depression, psychological or nervous disorders or mental illness requiring Hospitalisation for more than four consecutive days.
- Pregnancy that was not known when the Insured registered for the Trip and as a result of which the Trip cannot be undertaken due to the nature of the Trip, pathological pregnancy, miscarriage, therapeutic abortion, delivery and the consequences thereof that occur before the eighth month.
- Contraindication and the consequences of vaccination.
- Significant physical damage to their Home or business premises which they own, rent or occupy free of charge, if more than 50% of such premises is destroyed and their presence is required onsite in order to take the required protective measures.
- Serious damage to their vehicle within 48 hours prior to departure that prevents them from travelling to their destination.
- Redundancy, provided the redundancy procedure had not been initiated before the Trip was purchased.
- Obtaining salaried employment or a paid internship prior to departure while they were registered with the French unemployment office (ANPE), excluding the extension or renewal of an employment contract or internship.
- Transfer of employment requiring them to change residence, provided the procedure for said transfer had not been initiated before the Trip was purchased.
- Amendment or cancellation by the employer of a period of paid leave previously allowed for the Trip, **subject to the application of an excess of at least 25% of the amount of compensation owed by the Insurer, excluding for self-employed professionals and the managers and legal representatives of companies.**
- Official notice to retake a university examination on a date that falls during the planned trip, provided that the failure of the initial examination was not known when the Trip was purchased.
- Official notice to attend a meeting on a date that falls during the planned trip and that was not known when the trip was purchased, that cannot be postponed and that requires their presence for one of the following administrative reasons:
 - notice to attend a meeting concerning the adoption of a child;
 - notice to appear as a witness or juror in a criminal court; or
 - notice to receive an organ transplant.
- Refusal of a tourist visa by the authorities of the country chosen for the Trip, provided that no previous application had been made and already refused by such authorities for a previous trip.
- Conscription into the military before or during the Trip.

COVER "TOUT SAUF"

Reimbursement of the costs of cancellation or modification of travel, within the limits of the amounts provided in the "Summary of Covers", which are the responsibility of the Insured and invoiced by the Tour Operator in accordance with the conditions sales tax (deduction of air taxes, insurance premiums and handling fees), in case of unable to leave because of the occurrence of **ALL** unforeseeable event beyond the control of the insured person not listed above, including attacks and acts of terrorism in the country of destination

EXCEPT:

- Any circumstance affecting only the mere approval of the journey,
- Financial failure, liability of the tour operator or carrier,

- Cancellations by tour operator or carrier,
- Cancellations following an omission of vaccination,
- Cancellations resulting from the non-presentation of a document essential to the trip

DELAYED TRIP

If the Insured's departure is delayed for a reason covered by this policy and the ticket is non-refundable, the policy covers the expenses incurred by the Insured to travel to his/her destination up to the amount of expenses for which the Insured would have been charged had he/she cancelled the Trip on the day he/she became aware of the impediment and provided that the original tickets are delivered to the Insurer.

Specific Provisions: the Insurer will reimburse the costs borne by the Insured and invoiced by the Tour Operator, up to the limit of the amounts stated in the Cover Certificate, less the Excess stated in the "Summary of Covers".

WHAT TO DO IF A TRIP IS CANCELLED OR AMENDED

In addition to the provisions of the section entitled "HOW TO MAKE A CLAIM", the Insured or his/her representative must:

- **Immediately inform the Tour Operator of the fact that he/she is unable to undertake the Trip, unless he/she is prevented from doing so by an unforeseeable or force majeure event.**

The amount reimbursed for the Trip will be calculated based on the Cancellation Fee Schedule in effect on the date the relevant triggering event is first observed.

Any change in the Insured's situation, including unforeseeable changes, will not be taken into account and may penalise the Insured.

- **Inform the Claims Office by letter sent recorded delivery within five business days from the date the Insured becomes aware of the insured event. After this time, the Insurer reserves the right to assert that cover has been forfeited.**

5 – COVER FOR LOST, STOLEN OR DAMAGED LUGGAGE

COVER START DATE AND TERM

The Insured must purchase this cover at least 12 hours prior to the scheduled departure time specified on his/her Application Form.

This cover will apply 24 hours a day for the duration of the Trip, according to the dates and country of destination stated on the Application Form.

It will take effect at the earliest at 00:00 (midnight) on the departure date and will expire upon the Insured's return Home, or at the latest at 00:00 (midnight) the day after his/her return, as specified on his/her Application Form.

Regardless of the circumstances, the cover period shall not exceed 60 consecutive days.

PURPOSE OF THE COVER

The cover guarantees the reimbursement of the following, up to the amounts and after application of the Excess stated in the "Summary of Covers" and not exceeding "Reasonable Ordinary Expenses":

- any luggage belonging to the Insured that is lost, stolen or damaged in full or in part during the transport thereof by a carrier or during transfers arranged by the Tour Operator;
- the theft of the Insured's Luggage during his/her trip;

- total or partial damage to the Insured's Luggage due to theft or attempted theft, fire, explosion, lightning or a natural disaster;
- theft by burglary of the Insured's Luggage transported out of sight in the boot of a vehicle that is not a convertible, and that is duly closed and locked.

If the vehicle is parked on a public highway, the cover shall apply only between 7 a.m. and 10 p.m. (local time). In all cases, the Insured must prove the time at which the theft was committed.

Regardless of the circumstances, compensation will be calculated on the basis of the replacement value of items of the same type, subject to wear and tear, and shall not exceed the amount of the loss sustained or take into account any consequential losses.

During the first year from the cover purchase date, 75% of the purchase price will be compensated. From the second year following the cover purchase date, the value will be reduced by 10% per year. If the loss, theft or total or partial damage of the Insured's Luggage is due to the fault of an air carrier with which the Luggage was duly checked and for which the carrier is liable, the Insurer's cover will apply only after the exhaustion of, and solely in addition to, the compensation the carrier is required to pay, and shall not exceed the maximum amounts stated in the "Summary of Covers".

Valuables are covered only up to the amounts stated in the "Summary of Covers". Furthermore, jewellery, precious items and watches are covered only against theft and only when they are worn by and on the Insured, used by the Insured or deposited in an individual safe or in a hotel safe.

WHAT TO DO IF LUGGAGE IS LOST, STOLEN OR DAMAGED

In addition to the provisions of the section entitled "HOW TO MAKE A CLAIM", the Insured or his/her representative must:

In the event of theft, inform and file a complaint with the local authorities on the same day.

- **On the same day, file a report of loss, theft or total or partial damage (specifying the damage) with the carrier responsible for transporting the Luggage.**
- **In the event of theft, inform the Claims Office, by letter sent recorded delivery, within two business days following the return to his/her Home.**

After this time, the Insurer reserves the right to assert that cover has been forfeited.

6 – DELAYED LUGGAGE COVER

COVER START DATE AND TERM

The Insured is covered according to the dates and country of destination stated on his/her Application Form.

The cover will take effect as soon as the luggage has been checked in with the carrier and will end upon the Insured's arrival at his/her destination.

PURPOSE OF THE COVER

The cover guarantees the reimbursement, up to the amounts stated in the "Summary of Covers", of the cost of the essentials, clothing and toiletries strictly required by the Insured whose Luggage has been duly checked in and placed under the responsibility of the airline with which he/she is travelling, but arrives more than 24 hours after the Insured's arrival time at the destination airport.

WHAT TO DO IF LUGGAGE IS DELAYED

In addition to the provisions of the section entitled "HOW TO MAKE A CLAIM", the Insured or his/her representative must:

- **Have the airline with which the Insured travelled record the luggage delay.**
- **Inform the Claims Office, by letter sent recorded delivery, within five business days following the return to his/her Home.**

After this time, the Insurer reserves the right to assert that cover has been forfeited.

7 – DELAYED FLIGHT COVER

COVER START DATE AND TERM

The Insured is covered during the outgoing and incoming journey, according to the dates and country of destination stated on his/her Application Form.

The cover will take effect on the date and at the time specified on the plane ticket and will end upon the Insured's arrival at the destination airport.

PURPOSE OF THE COVER

The cover guarantees the reimbursement, up to the amounts stated in the "Summary of Covers", of the cost of meals, refreshments, hotel accommodation, transfers to and from the airport and unused ground services in the event a flight is delayed for more than 6 hours compared to the Insured's original scheduled departure time.

This cover applies solely in relation to scheduled flights operated by airlines that publish their flight times.

In the event of a dispute, the ABC World Airways Guide is deemed to be the reference guide that should be used to determine the times of flights and connecting flights.

WHAT TO DO IF A FLIGHT IS DELAYED

In addition to the provisions of the section entitled "HOW TO MAKE A CLAIM", the Insured or his/her representative must:

- **Have the airline with which the Insured is travelling record the flight delay.**
- **Inform the Claims Office, by letter sent recorded delivery, within five business days following the return to his/her Home.**

After this time, the Insurer reserves the right to assert that cover has been forfeited.

8 – COVER FOR MEDICAL EXPENSES ABROAD

COVER START DATE AND TERM

The cover will take effect at the earliest at 00:00 (midnight) on the departure date specified on the Application Form and will expire when the Insured returns to his/her Home or at the latest at 00:00 (midnight) on the day after his/her return, as stated on his/her Application Form. The Insured will be covered 24 hours a day for the duration of his/her Trip, according to the dates and country of destination stated on his/her Application Form.

Regardless of the circumstances, the cover period shall not exceed 60 consecutive days.

PURPOSE OF THE COVER

The cover guarantees the reimbursement of medical expenses (medical care, hospitalisation expenses, the cost of drugs, professional fees and ambulance expenses) incurred by the Insured, up to the maximum amount stated in the "Summary of Covers".

These expenses must be required to be incurred exclusively by a medical practitioner who holds the qualifications and/or licences required in the country where he/she practices and who is legally authorised to exercise his/her profession.

This cover is limited to the reimbursement of the actual expenses incurred by the Insured.

WHAT TO DO IN THE EVENT OF HOSPITALISATION

In the event the Insured suffers an Accident or Illness requiring his/her Hospitalisation, unless prevented by a force majeure event, the Insured (or his/her legal representative) must first contact the Assistance Company, which will provide him/her with the full contact details of the approved hospital closest to the Insured.

If, due to his/her condition, the Insured (or his/her legal representative) is unable to make such contact before his/her Hospitalisation, he/she must contact the Assistance Company as soon as he/she is able to do so.

Otherwise, hospitalisation expenses will not be paid directly by the Assistance Company and only 90% of actual expenses will be reimbursed, up to the maximum per person and per claim stated in the "Summary of Covers".

If the hospital refuses to accept the direct payment of expenses by the Assistance Company, the Insured must advance the expenses and will be reimbursed for 100% of the actual expenses incurred, up to the maximum per person and per claim stated in the "Summary of Covers".

FURTHER INFORMATION ON COVER LIMITS

- **Medical expenses excluding hospitalisation expenses:** 100% of actual expenses, up to the limit per person and per claim stated in the "Summary of Covers" and not exceeding "Reasonable Ordinary Expenses".
- **Hospitalisation medical expenses:** 100% of actual expenses, up to the limit per person and per claim stated in the "Summary of Covers" and not exceeding "Reasonable Ordinary Expenses", if the Insured is hospitalised in a facility approved by the Assistance Company, and 90% of actual expenses, up to the limit per person and per claim stated in the "Summary of Covers", with no excess, if the Insured is hospitalised in a facility not previously approved by the Assistance Company.
- **Emergency dental care:** 70% of actual expenses, up to the limit per person and per year stated in the "Summary of Covers", and not exceeding "Reasonable Ordinary Expenses", for expenses incurred for emergency dental services (that cannot be postponed as a consequence of the Insured's pathological condition) provided for the following types of care: temporary fillings, permanent fillings, pulpectomy or extraction.

9 – ASSISTANCE AND REPATRIATION COVER

COVER START DATE AND TERM

The cover will take effect at the earliest at 00:00 (midnight) on the departure date specified on the Application Form and will expire when the Insured returns to his/her Home, or at the latest at 00:00 (midnight) on the day after his/her return, as stated on his/her Application Form.

The Insured will be covered 24 hours a day for the duration of his/her Trip, according to the dates and country of destination stated on his/her Application Form.

Regardless of the circumstances, the cover period shall not exceed 60 consecutive days.

CONDITIONS OF SERVICE

For all services, the Insured or his/her representative must first contact the Assistance Company. The Assistance Company's contact details are provided in the section entitled "HOW TO MAKE A CLAIM" and on the Assistance Card.

Regardless of the circumstances, only the Assistance Company's medical practitioners shall be authorised to decide on repatriation, the means of transport to be used and the place of hospitalisation, and will, if required, contact the local physician and/or the Insured's family physician.

Reservations will be made by the Assistance Company, which shall be entitled to request that the Insured turn over any unused travel tickets.

The Assistance Company is required to pay only the expenses in addition to those the Insured should have ordinarily paid for his/her return.

TYPES OF SERVICE AND COVER

Dispatching essential medication abroad that is not available locally

The Assistance Company will find the medication required by the Insured who is abroad and will send it to him/her as quickly as possible, in compliance with the legislation in force in the country in which he/she is located.

The cost of this medication must be paid by the Insured. Treatment in progress prior to departure is not covered. Methods of contraception are not considered to be medication.

Dispatching a physician abroad

If deemed necessary due to the Insured's state of health and the particular circumstances, the Assistance Company will dispatch a physician or medical team in order to accurately assess and implement the necessary measures.

Transporting the Insured to a medical facility

The Assistance Company will arrange and pay for the Insured to be transported to the most appropriate or best equipped hospital.

Depending on the severity of the situation and the circumstances, the Insured will be allocated a seat in first class on a train or will be transported in a couchette or sleeping car, ambulance or other emergency vehicle, by airplane on a scheduled flight, either seated or on a stretcher, or by private air ambulance.

Repatriation of the Insured to his/her Home

The Assistance Company will repatriate the Insured to his/her Home when he/she is able to leave the hospital. The repatriation and the most appropriate means of repatriation will be decided and chosen by the Assistance Company under the above conditions.

Repatriation of the Insured's body in the event of death

If the Insured dies during the Trip, the Assistance Company will pay for and arrange for the Insured's body to be transported to his/her Home.

This policy does not cover burial, embalming, coffin or funeral expenses unless such expenses are required to be incurred under local legislation.

The policy covers the cost of a travel ticket and accommodation for a member of the Insured's family in the event of prolonged hospitalisation.

If neither the Insured's Spouse nor any other Relative of the Insured who is of full age accompanies the Insured, and if the Insured's state of health is such that he/she cannot be repatriated and his/her local Hospitalisation exceeds 72 consecutive hours (or 48 hours if the Insured is a minor or is disabled), the Assistance Company will provide a return economy class air ticket or first class rail ticket free of charge to the Insured's Spouse or to a relative residing in the Insured's home country, to enable such person to visit the Insured.

In addition, the Assistance Company will arrange and pay for this person's accommodation up to the amount shown in the "Summary of Covers".

Payment of costs of extending the Insured's stay

If the Insured's state of health does not require his/her hospitalisation, but if the Assistance Company is unable to repatriate him/her and the scheduled duration of his/her Trip has ended, the Assistance Company will pay the cost of extending the Insured's stay up to the amount shown in the "Summary of Covers".

If the Insured's state of health does not require his/her repatriation, the Assistance Company will pay the Insured's travel expenses to enable him/her to resume the interrupted Trip, up to the limit of the cost of his/her return Home.

Return of companions and payment of accommodation expenses

If the Insured is hospitalised or repatriated by the Assistance Company, the Assistance Company will arrange and pay for the following:

- For the Insured's spouse and/or children, for up to two Relatives or for one unrelated person who are beneficiaries of this policy, who are named on the same Application Form as the Insured and who travel with the Insured:
 - The cost of the early return Home or to the place of burial, up to the limit of one economy class air ticket or first class rail ticket, if the travel ticket initially provided for these persons cannot be used.
 - The cost of extending their trip, up to the amount shown in the "Summary of Covers".
 - For a Relative or friend of the Insured who resides in his/her home country, in order to accompany and return the Insured's minor or disabled children to their Home if he/she is travelling alone with them:
 - o One economy class return air ticket or first class rail ticket;
 - o The accommodation expenses of this person, up to the amount shown in the "Summary of Covers".

Early return of the Insured

In the event of the death or Hospitalisation for more than 48 consecutive hours of a relative of the Insured, the Assistance Company will pay for and provide him/her with a travel ticket, up to the limit of one economy class air ticket or first class rail ticket, to enable him/her to return Home if he/she cannot use the travel ticket originally provided in connection with his/her Trip.

Legal assistance abroad

If the Insured is incarcerated or threatened with incarceration, provided the acts with which he/she is charged are not subject to criminal prosecution under local legislation, the Assistance Company will pay for a lawyer, up to the amount shown in the "Summary of Covers".

Bond posted with a court abroad

If the Insured is incarcerated or threatened with incarceration, provided the acts with which he/she is charged are not subject to criminal prosecution under local legislation, the Assistance Company will advance the cost of the bond required from the Insured, up to the amount shown in the "Summary of Covers".

The Assistance Company will grant the Insured three months from the date of the advance in which to repay the relevant amount. If the bond is reimbursed by the local authorities within this time limit, it must be immediately returned to the Assistance Company. If the Insured is summoned before a court and does not appear, the Assistance Company will immediately demand the reimbursement of the bond that it is unable to recover due to the Insured's failure to appear. Legal proceedings may be initiated if the bond is not reimbursed within the time allowed.

Transmission of urgent messages

If the Insured expressly requests, the Assistance Company will transmit urgent and strictly personal messages to addressees in France 24 hours a day.

Advance of funds

In the event of the loss or theft of the Insured's bank cards, identity papers (such as his/her passport, visa, ID card, etc.) and/or his/her return air ticket, the Assistance Company will provide the Insured with funds up to the maximum stated in the "Summary of Covers" in order to enable him/her to replace them.

In order to do this, the Assistance Company will at the same time as the Insured to provide a financial guarantee in France.

Search and rescue costs

The Insurer will reimburse, up to the amount stated in the "Summary of Covers", costs for search, assistance (including rescue sleds) and rescue (including helicopters) in connection with operations organised by civilian or military rescue workers or specialised organisations that are required to intervene following the Insured's disappearance or accidental bodily injury.

Only expenses incurred by organisations authorised to rescue the Insured and for which he/she is actually charged will be reimbursed.

Extraordinary circumstances

The Assistance Company will not be liable in the event the performance of its services is delayed or prevented due to strikes, riots, popular uprisings, reprisals, restrictions on the freedom of movement, any act of sabotage or terrorism, civil or foreign war, a discharge of heat or radiation caused by the disintegration of atomic nuclei, radioactivity or other unforeseeable or force majeure events.

10 – TRIP CURTAILMENT COVER

For the purposes of this cover, the following terms have the meanings given thereto below.

Ground Services

The part of the Trip comprising hotel services, restaurant services and related activities, including green fees and car hire charges) sold by the Tour Operator when the customer registers for the Trip.

COVER START DATE AND TERM

This cover will apply 24 hours a day for the duration of the Trip, according to the dates and country of destination stated on the Application Form or trip registration form.

PURPOSE OF THE COVER

If the Insured has to curtail his/her trip due to an insured medical repatriation or Hospitalisation for more than 48 consecutive hours of the Insured, a Relative of the Insured or his/her travelling companion who is insured under this policy, effected under the "Assistance and Repatriation" section of this policy, any and all ground services that are not used will be reimbursed on a *pro rata temporis* basis, up to the amount stated in the "Summary of Covers".

11 – PERSONAL ACCIDENT COVER

COVER START DATE AND TERM

This cover will take effect at the earliest at 00:00 (midnight) on the departure date specified on the Application Form and will expire when the Insured returns to his/her Home, or at the latest at 00:00 (midnight) on the day after his/her return, as stated on his/her Application Form. The Insured will be covered 24 hours a day for the duration of his/her Trip, according to the dates and country of destination stated on his/her Application Form.

Regardless of the circumstances, the cover period shall not exceed 60 consecutive days.

PURPOSE OF THE COVER

Payment of a lump sum in case of accidental death

In case of death immediately or within two years as a result of an insured Accident, the Insurer agrees to pay the beneficiary(ies) the lump sum stated in the "Summary of Covers".

The lump sum will be paid to the Insured's spouse, children or legal beneficiaries.

Payment of a lump sum in case of accidental disability

If an Insured is the victim of an insured Accident and if a medical practitioner establishes that the Insured has suffered a partial or total permanent disability, the Insurer will pay the Insured the lump sum stated in the "Summary of Covers", multiplied by the Insured's percentage of Disability according to the Disability Schedule for Occupational Accidents prepared in accordance with the French Law of 30 October 1946 pursuant to the French Social Security Code.

The Insured will not be entitled to any compensation until it has been acknowledged that the Disability is permanent, i.e. until the Insured's condition has completely stabilised. "Stabilisation" means the date on which the Insured's condition is deemed to have stabilised from a medical point of view, even though the Insured has sustained permanent injuries.

Excess

Compensation will only be paid under this policy for disabilities of more than 30%.

Combined compensation

No Accident will give rise to the simultaneous right to compensation for accidental death and disability. However, if, after having received compensation for a disability sustained due to an insured Accident, the Insured dies within two years as a result of the same Accident, the Insurer will pay the beneficiary(ies) a lump sum due to accidental death, less the compensation already paid in connection with the disability.

12 – CIVIL LIABILITY ABROAD COVER

For the purposes of this cover, the following terms have the meanings given thereto below.

Bodily Injury

Any physical injury sustained by an individual.

Property Damage

Any alteration, deterioration, loss and/or destruction of an object or a substance, including any physical injury to animals.

Third Party

Any individual or legal entity, **excluding the Insured him/herself, his/her Relatives, ascendants and descendants, as well as his/her companions and agents – who may or may not be employed by the Insured – in the performance of their work.**

Civil liability claim

Any amicable or judicial claim made against the Insured. All claims made in relation to the same triggering event shall constitute the same claim.

COVER START DATE AND TERM

This cover will take effect at the earliest at 00:00 (midnight) on the departure date specified on the Application Form and will expire when the Insured returns to his/her Home, or at the latest at 00:00 (midnight) on the day after his/her return, as stated on his/her Application Form.

The Insured will be covered 24 hours a day for the duration of his/her Trip Abroad, according to the dates and country of destination stated on his/her Application Form.

Regardless of the circumstances, the cover period shall not exceed 60 consecutive days.

PURPOSE OF THE COVER

The Insurer will cover the financial consequences of the Insured's civil liability during a Trip Abroad, in accordance with applicable legislation or case law, due to bodily injury and/or property damage sustained by a third party, up to the limit of the amounts stated in the "Summary of Covers". If a policy covering the Insured's civil liability has been or is taken out before or in parallel with this policy, this cover shall apply following the depletion of the cover provided under the policy previously or simultaneously taken out.

13 – POLICY EXCLUSIONS

EXCLUSIONS COMMON TO ALL COVERS

The policy does not cover the following:

- **Any trip to, in or through the following countries: North Korea, Cuba, Iran, Sudan, Syria or region of Crimea.**
- **Any Insured or Beneficiary who is listed in any official, governmental or police database of persons known or presumed to be terrorists, and any Insured or Beneficiary who is a member of a terrorist organisation or a drug trafficker, or who is involved as a supplier in the illegal trade in nuclear, chemical or biological weapons.**

The policy does not cover the following:

- **Accidents deliberately caused or brought about by the Insured or the policy beneficiary.**
- **The consequences of the Insured's suicide or attempted suicide.**
- **The ingestion of illegal drugs, narcotics, similar substances and medication not prescribed by an authorised medical practitioner, and the consequences thereof.**
- **The consequences of the Insured's inebriation, manifested by the presence in the Insured's blood of a level of pure alcohol equal to or higher than that allowable under French road traffic law.**
- **Nervous disorders or mental illnesses, unless otherwise provided in the policy.**

Accidents that occur under the following circumstances are also excluded:

- **If the Insured practices a sport professionally, or engages or takes part in an amateur race requiring the use of a motorised land, air or water vehicle.**
- **If the Insured uses a ULM, hang-glider, sail-wing, parachute or para-glider as a pilot or passenger.**
- **If the Insured is involved in a fight (other than for purposes of self-defence), crime or bet of any kind.**

EXCLUSIONS SPECIFIC TO THE CANCELLATION COVER

In addition to the common exclusions, the policy does not cover the following:

- Accidents or illnesses that first manifested themselves, were treated, recurred, worsened or required hospitalisation between the date the trip was booked and the date the Cancellation cover was taken out.
- Nervous disorders or mental illness requiring hospitalisation for less than four consecutive days.
- Elective abortions and the consequences and complications thereof.
- Cancellations due to regular medical check-ups and observation tests.
- Cancellations due to the failure to obtain a vaccination.
- Cancellations due to a Civil or Foreign War, riot, popular uprising, act of terrorism, any effect from a source of radioactivity, epidemic, pollution, natural disaster or weather event.
- Cancellations due to a failure to present any of the documents required for the trip, regardless of the reason.
- Cancellations by the carrier or the organiser, regardless of the reason.

EXCLUSIONS SPECIFIC TO THE COVER FOR LOST, STOLEN OR DAMAGED LUGGAGE

In addition to the common exclusions, the policy does not cover the following:

- Documents, identity papers, credit cards, magnetic cards, travel tickets and vouchers, cash, stocks and securities, keys, skis, bicycles, wind-surfing boards, boats or any other means of transportation, professional equipment, musical instruments, artworks, antiques, collections, merchandise, eye-glasses, contact lenses, artificial limbs and prosthetic devices of any type, clothing or accessories worn by the Insured, perishable goods or food.
- Smoking accidents, damage caused to objects that fall or are thrown into a fire, or burns caused by excessive heat without fire.
- Loss and damage due to normal wear and tear, deterioration or any defect of an object.
- Damage caused by moths or vermin, by a cleaning, repair or restoration process, or by water or leaks.
- Incorrect use of an object by the Insured or any other person.
- Poor or defective packaging.
- Objects left unattended in a public place or in unlocked premises to which several people have access, or objects left in a convertible vehicle, a vehicle whose windows are not closed or a vehicle whose doors or boot are not locked.
- Losses due to confiscation, seizure or destruction by order of a government authority.

EXCLUSIONS SPECIFIC TO THE DELAYED LUGGAGE COVER

In addition to the common exclusions, the policy does not cover the following:

- Losses that are not reported to an authorised person working for the airline with which the Insured travels where the Insured is informed of the fact that his/her luggage has been delayed or lost.
- Delays due to the confiscation or seizure of the Insured's luggage by Customs or a government authority.
- Reimbursements for essential items, clothing and toiletries purchased by the Insured more than four days after his/her arrival time at the destination airport.
- Delays during the Insured's return home.
- Delays shorter than the cover threshold compared to the Insured's arrival time.

EXCLUSIONS SPECIFIC TO THE DELAYED FLIGHT COVER

In addition to the common exclusions, the policy does not cover the following:

- Flights that are not confirmed in advance by the Insured, unless the Insured was prevented from doing so due to a strike or force majeure event.
- Delays due to a strike of which the Insured was aware prior to his/her departure.

- The temporary or permanent removal of an aircraft by order of the airport authority, civil aviation authority or an organisation in any country.
- Delays shorter than the cover threshold compared to the Insured's arrival time.
- Charter flights, etc.

EXCLUSIONS SPECIFIC TO THE COVERS FOR MEDICAL EXPENSES ABROAD AND ASSISTANCE AND REPATRIATION

In addition to the common exclusions, the policy does not cover the following:

- Benign infections or lesions that can be treated locally.
- Pregnancy after the sixth month.
- Recurrences of pre-existing illnesses with a risk of sudden deterioration in the near future.
- Burial, embalming and funeral expenses, unless such expenses are required to be incurred under local legislation.
- Expenses incurred by the Insured without the Assistance Company's prior agreement.
- The costs of meals, hotel services, road travel, tolls, fuel, taxis or customs duties, except those covered under the policy.
- Acts that may be subject to criminal sanctions under the legislation in force in the country in which the Insured is located.
- Medical expenses incurred in the Insured's country of residence.
- The consequences or recurrence of a pre-existing accident or illness and the medical expenses incurred to diagnose or treat a physiological condition (such as pregnancy) that was already known before the cover start date.
- Medical expenses in connection with cases of dorsalgia, lumbar pain, lumbago-sciatica, herniated disc, parietal, intervertebral, crural, scrotal or inguinal hernias, hernias through the linea alba and umbilical hernias.
- Thermal cures, physiotherapy, the cost of eye-glasses, contact lenses, prostheses of any kind, routine examinations and tests or health check-ups, preventative tests or treatment, examinations and tests other than due to an insured accident or illness.
- The cost of organ transplants not required due to an insured Accident or Illness.
- The cost of aesthetic or reconstructive Surgery and Elective Treatment as defined in this policy.
- The cost of vaccinations, acupuncture sessions, physiotherapy or chiropractic or osteopathic treatment that are not the consequence of an insured Accident or Illness.
- Expenses and treatments not prescribed by an authorised medical practitioner.
- Means of contraception.

EXCLUSIONS SPECIFIC TO THE PERSONAL ACCIDENT COVER

In addition to the common exclusions, the policy does not cover the following:

- Accidents due to the use, as a driver or passenger, of two- or three-wheeled motorised vehicles with a cylinder capacity of more than 125 cm³.
- Accidents caused by foreign war or civil war.
- Accidents that occur during the Insured's use, as a passenger, of an aircraft that does not belong to an operator of scheduled or charter flights duly authorised to transport paying passengers on scheduled flights.

EXCLUSIONS SPECIFIC TO THE CIVIL LIABILITY ABROAD COVER

In addition to the common exclusions, the policy does not cover the following:

- Professional civil liability and financial losses sustained other than as a result of bodily injury or property damage insured under the professional civil liability cover.
- Damage deliberately caused or brought about by or with the assistance of the Insured or by the Insured's corporate officers in the case of a legal entity.
- Accidents caused by and to the Insured, his/her ascendants, descendants or any person living with the Insured, which occurs during the use of a car or motorised vehicle, sailing

boat, motorboat, aircraft or riding animal which the Insured or any person for whom the Insured is liable at civil law owns, operates or has in his/her custody, or due to the Insured's participation as a competitor in a competition sport.

- **The practice of skiing, ice-skating or sledging as a professional in a competition.**
- **The practice of dangerous sports, mountaineering, potholing, boxing, polo, karate, American football, parachuting, piloting, gliding, hang-gliding, ULM and diving using self-contained apparatus.**
- **Property damage caused by a fire or an explosion pursuant to Article 1384 of the French Civil Code, which will not be covered under any circumstances if it occurs in the premises owned or occupied by the Insured.**
- **Damage caused in the Insured's country of residence.**

14 – HOW TO MAKE A CLAIM

A – REPORTING A CLAIM

1 – FOR ASSISTANCE SERVICES AND DIRECT PAYMENT OF HOSPITALISATION EXPENSES

- **Before receiving any services, the Insured must first contact the Assistance Company exclusively.**
- **He/she must provide the number of this insurance policy and the Insured's identification number, which is shown on the Assistance Card.**

After verifying this information, the Assistance Company will issue a payment number.
The Assistance Company will pay the relevant costs directly to the hospital.

Assistance Company's contact details: (also shown on the Assistance Card)

For assistance services and payment of hospitalisation medical expenses only:

AVA Assistance

Telephone: 01.49.02.42.11 from France
1.817.826.7090 from the USA and Canada (free-phone number)
33.1.49.02.42.11 from anywhere else in the world
Fax: 01.55.92.40.69 from France
33.1.55.92.40.69 from Abroad

2 – FOR ALL OTHER COVERS UNDER THE POLICY

To be compensated quickly, the Insured or his/her legal representative must, on pain of forfeiture, report any claim that may be covered under the policy in a letter sent recorded delivery upon becoming aware thereof:

- **Within 2 business days in the event of stolen luggage**
- **Within 5 business days for the Trip Cancellation or Amendment, Delayed Luggage and Delayed Flight covers**
- **Within 15 business days for the reimbursement of medical expenses other than hospitalisation expenses, lost or damaged Luggage, and for the Personal Accident and Civil Liability Abroad covers.**

ALL CLAIMS MUST BE SENT TO THE CLAIMS OFFICE AT THE FOLLOWING ADDRESS:

AVA Assurance Voyages

25 rue de Maubeuge
75009 Paris, France
Telephone: From France: 01.53.20.44.23
From abroad: 33.1.53.20.44.23

Fax: From France: 01.42.85.33.69
From abroad: 33.1.42.85.33.69
E-mail: sinistres@ava.fr

Claims that are not reported or are reported late will not be covered if the Insurer proves that it was prejudiced by such delay, unless the Insured proves that it was impossible to report the claim within the allotted time period due to an unforeseeable or force majeure event (Article L 113-2 of the French Insurance Code (*Code des assurances*)).

B – DOCUMENTS REQUIRED TO SETTLE CLAIMS IN ALL CASES

THE INSURER WILL REQUIRE THE FOLLOWING INFORMATION TO OPEN A CLAIM FILE:

- The Insured's identification number and the policy number (shown on the Assistance Card)
 - A copy of the policy Application Form
 - A copy of the Travel registration form
- (In order for a claim to be processed quickly and efficiently, detach, complete and attach to the claim report the "claim report form" at the end of this document.)

In addition, depending on the circumstances, the Insurer may also need the following documents:

FOR THE TRIP CANCELLATION/AMENDMENT COVER

- The reason for the cancellation (illness, business problems) and the name and address of the Insured's Tour Operator.
- The trip registration invoice, certificates, Social Security statements and all other information necessary to open a claim file, which proves that the claim is well-founded and its amount.
- Voluntarily declare any similar cover the Insured has with other insurers.

FOR THE COVER FOR LOST, STOLEN OR DAMAGED LUGGAGE

- In the event of theft, a copy of the complaint filed with the competent local authorities on the same day or within 48 hours of the theft.
 - A copy of the lost, stolen or damaged Luggage form submitted to the air carrier or hotel to which the Luggage was entrusted.
- If the items stolen or lost are found and returned to the Insured, the Insured must inform the Claims Office and return any compensation already paid under this policy to the Claims Office. For damaged goods, the Insured may be asked at any time to produce proof of the damage by sending the damaged item to the Claims Office or by producing the invoice for the repairs to said item.

FOR THE DELAYED LUGGAGE COVER

- Any document issued by the airline with which the Insured travelled, certifying the delay of the Insured's Luggage by more than 24 hours.
- The original invoices and supporting documents for the essentials, clothing and toiletries purchased by the Insured and all the original documents and information on which the claim is based and/or that are requested from the Insured by the Claims Office.

FOR THE DELAYED FLIGHT COVER

- Any document issued by the airline with which the Insured travelled, certifying the delay of the flight by more than 6 hours.
- The original invoices and supporting documents for the meals, refreshments, hotel services and/or transfer costs incurred by the Insured.
- All the original documents and information on which the claim is based.

FOR THE COVER FOR MEDICAL EXPENSES OTHER THAN HOSPITALISATION EXPENSES

- The original receipts.

FOR THE TRIP CURTAILMENT COVER

- The original receipts.
- The original invoice for unused ground services prepared by the Tour Operator.
- All the original documents and information on which the Insured's claim is based.

FOR THE PERSONAL ACCIDENT COVER

- A formal declaration containing details of the circumstances of the Accident and the names of any witnesses and, where applicable, the official report by the competent local authorities establishing the circumstances of the Accident. In the event of a road traffic Accident, an indication must be given of whether the Insured was the driver or passenger of the vehicle.

In case of death:

- A death certificate.
- A medical certificate recording and stating the cause of death.
- A certified civil status document for each beneficiary or assign.

In case of Permanent Disability:

- A medical certificate recording the disability.
- A disability notice issued by the Social Security services, recording the permanent disability.

In case of disappearance: if, at the end of a period of at least 12 months following an examination of all available evidence and supporting documents, the Insurer has no reason not to assume that an Accident has occurred, the Insured's disappearance will be deemed to be covered by this policy.

In addition, if, at any time after the insured lump sum has been paid to the relevant beneficiary(ies) to settle the claim, it is established that the Insured is still alive, then the Insurer must be reimbursed for any monies paid by it.

FOR THE CIVIL LIABILITY COVER

- A formal declaration containing details of the circumstances and consequences.
- All correspondence, documents, summons and court correspondence relating to the claim.
- Notice must also be given of any proceedings and inquiries involving the Insured which relate to the claim.

The Insured is not permitted to suggest or make any agreement, undertaking, offer, payment or compensation without the Insurer's written consent.

Should any additional medical documents or other supporting documents be required (depending on the relevant cover) in order to settle the claim, the Insured will be informed accordingly by the Claims Office or the Insurer.

C – COMPENSATION FOR AN INSURED EVENT

No payment will be made until a complete file has been submitted together with all documents requested by the Claims Office.

After the parties reach agreement, compensation will be payable without interest within 15 days from the date on which such compensation is agreed.

If an examination by experts is necessary to settle the claim and the Insured or his/her legal representative refuses to undergo such examination without a valid reason, and if, after having been given notice 48 hours in advance by letter sent recorded delivery, he/she continues to refuse, the Insurer will be obliged to refuse all rights to compensation for the relevant Insured Event.

Deterioration of the Insured's condition unrelated to the accident or pathology

Whenever the aftereffects of an accident or illness deteriorate as a result of empirical treatment or the Insured's negligence or refusal to seek the medical treatment required by his/her condition, compensation will be calculated not on the basis of the actual aftereffects of the case, but on the

basis of what they would have been for a person in normal health who sought rational and appropriate medical treatment.

Expert assessment

The loss sustained will be determined by mutual agreement or, failing that, in the context of an out-of-court expert assessment, subject to the respective rights of the parties. Each party shall choose an expert. If the two experts appointed by the parties cannot reach agreement, they will appoint a third expert. The three experts will decide by mutual agreement and by a majority of votes. If one of the parties fails to appoint an expert or if the two experts fail to agree on the choice of the third expert, a third expert will be appointed by the Commercial Court in whose territorial jurisdiction the insured event occurred. A third expert will be appointed further to a request filed by either party at least 15 days after formal notice has been given to the other party by letter sent recorded delivery. Each party must pay the fees and expenses of its expert and, if applicable, one half of the fees of the third expert and the costs of his/her appointment.

Subrogation or remedy against those liable for the insured event

For the Medical Expenses cover, where compensation has been paid, the Insurer will be subrogated to all the Insured's rights and remedies against any person liable for the damage. These provisions do not apply to the Insured's children, descendants, ascendants or agents, or to any person who ordinarily lives with the Insured, save in the event of malicious damage.

15 – MISCELLANEOUS

STATEMENT OF RISK

Accordance with the law, this agreement is based statements of the Insured. It must therefore answer the questions posed by the Insurer through the Application form, which are likely to make him appreciate the risks he takes over (Art. L 113-2 of the Insurance Code) .

Penalties in the event of a false declaration

Any inaccuracy, omission, failure to declare or deliberate false declaration by the Insured relating to the information that constitutes the risk when taking out the policy or whilst it is in force will be punishable, even if it had no impact on the Claim, by a reduction in compensation or by rendering the policy null and void (Articles L.113-8 and L.113-9 of the French Insurance Code [*Code des assurances*]).

Similarly, any omission, withholding of information or false declaration, whether or not it is deliberate, in the Claim report will render the Insured liable to forfeiture of cover or cancellation of the policy.

Multiple insurance policies

Under no circumstances may the Insured be covered more than once under this policy for the same trip. If that were the case, the Insurer's commitment would be limited to a single subscription in any event.

Address for service

The Insurer and its representatives choose the Company's domicile at its registered address in France:

Tour CBX 1 Passerelle des reflets 92400 Courbevoie

Period of limitation

In accordance with the provisions of Articles L114-1 of the Insurance Code, all actions arising from a contract of insurance are time-barred 2 years after the date of the event giving rise to the action.

However, this period will only start to run:

- 1 In the case of concealment, omission, false or inaccurate provision of information in respect of the risk to be covered: from the date the Insurer becomes aware of the event;
- 2 In the case of an event giving rise to a claim: only from the day on which the interested parties become aware of it, if they prove that they have ignored it until then.

When the action of the Insured against the Insurer results from a claim by a third party, the statutory limitation period shall only start to run from the day upon which that party has taken legal action through the courts against the Insured or has been compensated by the latter. The statutory limitation period is extended to ten years in contracts of insurance against accidents to the persons where the Beneficiaries are the legal heirs of the deceased Insured. The statutory limitation period is interrupted by one of ordinary causes of limitation period interruption, namely by:

- any court summons, including interim proceedings, any court order to pay or seizure, served on the person seeking to invoke the statutory limitation periods in an attempt to prevent him from so doing;
- any unequivocal recognition by the Insurer of the Insured's right to receive insurance benefits,
- or any recognition of debt by the Insured in favour of the Insurer;
- as well as in the other following cases provided for under article L114-2 of the Insurance Code:
 - any designation of an expert following an event giving rise to a claim;
 - the sending of a registered letter with acknowledgment of receipt by:
 - the Insurer to the Insured for non-payment of premium;
 - the Insured to the Insurer for payment of the insurance benefit.

As an exception to article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, either change the duration of the statutory limitation periods, nor add to the grounds for suspension or interruption of the same.

Data protection (French Act no. 7817 of 6.1.78)

Personal data collected by the Insurer will be used for the purpose of underwriting as well as policy and claims handling. For the same purpose such information may be communicated to our agents, service providers which may be situated outside the EU. To ensure safety and adequate protection of the data, such transfers have been authorised by the CNIL and protection is mainly obtained through the standard contractual clauses of the European Commission. Moreover for assistance services, in order to provide such services and control their quality, telephone conversation between the Insured and the assistance company may be recorded. The personal data which will be collected during such calls are necessary for the assistance services to be provided. Those information are exclusively for the internal use of the assistance company and of the persons involved in the claim handling within their respective roles.

Pursuant to law n°78-17 dated 6th January 1978, as modified, data subjects can exercise their rights of access, modification and objections by contacting us at AIG, Service Clients, Tour CBX 1 Passerelle des reflets 92400 Courbevoie and providing us with their file reference together with a copy of their identity card. They can also object, by letter sent at the above address, to their personal data being used for marketing purposes. To learn more about the Insurer's Privacy Policy please go to www.aig.com/fr-protection-des-donnees-personnelles

Claims assessment/ Mediation

In the event of dissatisfaction in relation to the finalisation or the execution of this contract, the Insured can make a complaint by writing to his/her usual contact at the Insurer or to « service clients » at:

AIG Tour CBX 1 Passerelle des reflets 92400 Courbevoie

The complaint will have to indicate its subject matter and the contract number to which it refers. The policy of the insurer in relation to complaint handling is available on the Insurer's web site at: <http://www.aig.com>

Should the disagreement persist after a final response has been given by the Insurer, the

complainant may, after exhaustion of all available internal remedies, and without prejudice to his right of filing a legal action, write to the "ombudsman" of the Federation of French Insurer at : Médiateur de la Fédération Française des Sociétés d'Assurances BP290, 75425 PARIS CEDEX 09 FRANCE.

Supervisory body

AIG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 202628). The sale and marketing of insurance policies in France is subject to applicable French regulation, which is supervised by the Autorité de Contrôle Prudentiel et de Résolution.

Governing law and jurisdiction

This policy and pre-contractual relationships will be governed by French law and the parties agree to abide by it.

Any dispute arising from the performance, failure to perform or interpretation of this policy will be referred to the French Courts