



Assistance Voyage

➤ **Contract n°78 675 544**

➤ **OPTION 3**

Multirisk pack

➤ **Cancellation**

➤ **Missed flight**

➤ **Fault of company**

➤ **Flight delay**

➤ **Repatriation Assistance**

➤ **Baggage**

SCHEDULE INDICATING COVER		
GUARANTEES	MAXIMUM AMOUNTS	ALLOWANCE
<p>CANCELLATION AND MODIFICATION ALL CAUSES A/ Illness, accident or death OF THE INSURED B/ Cancellation resulting from any other random event subject to exclusions</p>	<p>Cancellation costs according to special sales conditions of the tour organiser or the airlines company 5.000 €/person maximum 50.000 €/event maximum</p>	<p>A/ 10% of amount of journey excluding taxes per person B/ 20% of amount of journey excluding taxes per person</p>
<p>MISSED FLIGHT C/ Non presentation of the insured for boarding due to a random event D/ Reimbursement of the journey not made if the Insured makes a departure within 48 hours of the journey initially scheduled.</p>	<p>The compensation shall not exceed half the price of initial ticket (return or one way) 5000 €/person maximum 25 000 €/event maximum</p>	<p>C-D/ No allowance</p>
<p>FAULT OF COMPANY If the air transport does not take place due to following caused: E/ Failure of airlines company F/ Strike of airlines company personnel G/ Flight delay by more than 7 hours</p>	<p>5000 €/person maximum 25 000 €/event maximum</p>	<p>E-F-G/ 30 € per person</p>
<p>FLIGHT DELAY If the air transport takes place: H/ Delay of a flight (regular, "low-cost" or charter) by more than 4 hours</p>	<p>From 4 to 6 hours of delay: 30 €/ person More than 6 hours: additional compensation 30 € per person per slab of 2 hours delay Maximum 150 € per person Not applicable if the insured is transferred to another airlines within the initially scheduled timings</p>	<p>H/ No allowance</p>
<p>REPATRIATION ASSISTANCE: I/ Organisation and payment of return or transport to a hospital establishment J/ Reimbursement of boarding costs for the person accompanying you Hospitalisation in place of more than 7 days: payment of costs allowing a member of your family to go to your bedside: K/ Return trip L/ Boarding costs in place during 10 night halts M/ Payment of the cost of return trip for an accompanying person for the return of your minor children N/ Medical, pharmaceutical, surgical and hospitalisation costs abroad O/ Funeral expenses P/ Sending medicines to the place Q/ Legal assistance R/ Advance criminal bond</p>	<p>I/ Actual expenses J/ 50 € maximum per night and per person (excluding restaurant costs) maximum 10 nights K/ Actual expenses L/ 50 € maximum per night and per person (excluding restaurant costs) maximum 10 nights M/ Actual expenses N/ 10000 € maximum per person O/ 1200€ per person P/ Cost of sending Q/ 1500 € per person R/ 8 000€ per person</p>	<p>N/ 100 € per person (only medical, pharmaceutical, surgical and hospitalisation costs abroad)</p>
<p>BAGGAGE S/ Theft T/ Destruction, total or partial U/ Loss V/ Late delivery (more than 24 hours)</p>	<p>800 € maximum per person 8000 € maximum per event. For valuable objects: 50% maximum of capital guaranteed For objects acquired during the trip: 25% maximum of capital guaranteed V/ 100 € per person</p>	<p>S-T-U/ 45 € per person V/ No allowance</p>

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Cancellation: The date of subscription of this contract	Cancellation: Date of departure – place of convocation of the group (onward journey)
Other guarantees: Planned date of departure – place of convocation of the organiser	Other guarantees: Planned date of return from trip (place of dispersion of the group)

The other guarantees indicated above are applicable during the period of trip corresponding to the invoice issued by the organiser with a maximum of 90 from the date of departure in trip.

GENERAL PROVISIONS

Like in all insurance contracts, this contract implies reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are described in the following pages.

PROVISIONS COMMON TO ALL THE GUARANTEES

DEFINITIONS

Insured

The persons duly insured under this contract designated hereunder by the term “you” provided they reside in Europe.

Insurer / Assistance provider

Gan Eurocourtage designated hereunder by the term “we”

Insurance Code

Collection of legislative and regulatory texts governing the insurance contract.

Domicile

Domicile means your principal and habitual place of residence; your domicile should be located in Europe.

DROM POM COM

By DROM POM COM are meant the new denominations of DOM TOM (French overseas territories) after the Constitutional Reform dated 17 March 2003, modifying the denominations of DOM TOM and their definitions.

Duration of guaranteed flight

The guarantee is applicable only to flights whose validity is 90 days maximum.

Transport carrier

By transport carrier is meant any company duly authorised by public authorities for the transport of passengers.

Europe

By "Europe" is meant all the countries of the European Union, Switzerland, Norway and the Principality of Monaco.

Allowance

Part of the compensation to be borne by you.

Metropolitan France

By Metropolitan France is meant the continental France and Corsica, including the DROM POM COM (new denominations of DOM TOM after the Constitutional Reform dated 17 March 2003).

Insurance loss administrator

Fogg Travel Insurance Services Ltd Crow Hill Drive Mansfield NOTTINGHAMSHIRE NG 19 7AE

Civil war

By civil war is meant the armed opposition between several parties belonging to the same country and also any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closure of frontiers commanded by the local authorities.

Foreign war

By foreign war is meant the armed opposition, declared or undeclared, of one state by another state as well as any invasion or siege condition.

Initially scheduled arrival time

For onward charter flights: time indicated on the onward air ticket

For return charter flights: time communicated to you by the travel agency

For regular flights: time fixed by the airlines company.

Illness / Accident

An alteration of health recognised by a medical authority, requiring medical care and the absolute cessation of all professional or other activities.

Family member

By family member is meant the spouse – legal or factual – a child, a brother or a sister, the father, the mother, the parents in law, the grandparents, the grandchildren, the brothers in law and the sisters in law, son in law and daughters in law and in case of death, an uncle, an aunt, a nephew or niece..

Habitual residence

By habitual residence of the member is meant the place of his fiscal residence which should be located in Metropolitan France, including Corsica, Monaco, Andorra, Switzerland or a member state of the European Union, including the DROM POM COM (new denominations of DOM TOM after the constitutional reform dated 17 March 2003).

Flight delay

It is the arrival of the guaranteed flight at its final destination at a time later than its initially scheduled arrival time.

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

Loss

Event likely to result in the application of a guarantee under the contract.

Subscriber

One who takes insurance, physical person or moral entity subscribing to an insurance contract.

Subrogation

The judicial situation in which a person transfers his rights to another person (notably: substitution of the insurer to the policy holder for the purpose of legal proceedings against the adverse party).

Third party

Any person other than the insured person responsible for the loss.

Any Insured victim of a bodily injury, tangible or intangible consecutive damage caused by another insured person (insured persons are considered as third-parties with regard to one another).Tiers

Guaranteed flight

This is the flight for which you have subscribed the contract “FLIGHT DELAYS”.

However, if this flight is cancelled more than 24 hours before the initially scheduled time, the guarantee “FLIGHT DELAY” is applicable to the replacement flight.

WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The guarantees and/or services subscribed under this contract are applicable in the entire world.

WHAT IS THE DURATION OF THE CONTRACT?

The validity period corresponds to the duration of services sold by the tour organiser.

Under no circumstance, the guarantee period may exceed three months from the date of departure in voyage.

The guarantee "CANCELLATION" takes effect from the date of subscription of this contract and expires on the date of departure in voyage (onward journey).

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES?

We cannot intervene when your request for guarantees or services is the consequence of damages resulting from:

Epidemics, natural catastrophes and pollution

Civil of foreign war, riots, popular movements or strikes

Willing participation of an insured person in riots or strikes

Meltdown of atomic core or any irradiation due to ionising radiation

Alcoholism, drunkenness, usage of drugs, narcotics, drugs not prescribed medically

Any deliberate act for invoking the contractual guarantee

Duels, bets, crimes, quarrels (except legitimate defence)

The practice of following sports: bobsleigh, skeleton, mountain climbing, toboggan racing, aerial sports (except parascending) as well as sports resulting from a participation or training for official matches organised by a sports federation

The absence of risk.

APPLICATION OF GUARANTEES

To submit a claim

for a DEPARTURE AS FROM December 19, 2011

☒ **Keep at hand your Travel File number appearing on your order form and connect to the web site:**

www.gestion.groupama-assistance-voyage.com

To submit a claim

For a DEPARTURE UP TO December 18, 2011

**Fogg Travel Insurance Services Ltd, Crow Hill Drive
Mansfield, Nottinghamshire NG197AE, UK**

Tel. No. + 44 (0) 16.23.63.13.31

Fax No. +44 (0) 16.23.42.04.50

**To facilitate handling of your file, please indicate
Your policy number **78 675 544**
The policy beneficiary etc..**

If you require Assistance Repatriation

☒ **Contact-us 24 h/24 h by:**

Phone (+33) 1.45.16.84.82

Fax. (+33) 1 46.45.16.84.82

☒ **For a faster service, please mention**

your policy number **78 675 544**

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it is evaluated by means of an amicable appraisal, subject to our respective rights.

Each of us may choose his expert. If these experts are unable to agree, they call for a third expert and all three operate jointly with a majority vote.

If one of us fails to name an expert or if the two experts fail to agree on the choice of a third expert, the President of the District court shall nominate him, deciding on a case filed before him. Each of the co-contractors shall bear the costs and honoraria of his expert and if required, half of these expenses for the third expert.

GUARANTEED FAST PAYMENT

Claim files forwarded by the insured person will be paid within 72 working hours of acceptance of the file by the company. This guarantee of fast payment is conditional solely upon the Insured person providing all the documents required for examination of the claim file. If they are not provided accordingly, this guarantee cannot be legitimately implemented.

Subject to provision of all the documents required to examine the file and, if this lead time is not met, the company will forward a cheque for £80.

WHAT ARE THE SANCTIONS APPLICABLE IN CASE OF DELIBERATE FALSE DECLARATION BY YOU AT THE TIME OF LOSS?

Any fraud, reluctance or deliberate false declaration from you regarding the circumstances of a loss will lead to the forfeiture of all rights for service or compensation regarding this loss.

WHAT ARE THE MODALITIES FOR EXAMINING THE COMPLAINTS?

In case of difficulty, you should send your complaint to: Gan Eurocourtage Immeuble Elysées La Défense Customer Relations Service 7 place du Dôme TSA 59876 92099 La Defense cedex

If finally, you are dissatisfied after the response provided to you, you may seek the opinion of the Mediator under conditions that will be communicated to you on simple request sent to the above address.

AUTHORITY FOR THE CONTROL OF INSURANCE COMPANIES

Autorité de Contrôle Prudentiel (ACP)

61, rue Taitbout

75436 PARIS CEDEX 09

INFORMATION TO SUBSCRIBER ABOUT THE PROVISIONS OF THE NATIONAL COMMISSION ON COMPUTER DATA AND LIBERTIES – CNIL

Information concerning you is necessary for processing your requirements and also for the management of your insurance contract. It is meant for the use of the insurer, his agents, his reinsurers, his service providers and professional organisations. The information is also meant for commercial use by other group companies and their partners. If you do not desire this, you can make an opposition to the address given below.

Conforming to the Law No. 78 – 17 dated 6 January 1978 relating to computer data, files and liberties; you have a right to opposition, access, rectification and communication of data concerning you by contacting your insurer at the following address: Gan Eurocourtage –Customer Relations Service - Immeuble Elysées La Défense 7 place du Dôme TSA 59876 - 92099 La Defense cedex
–E-mail: relationsconsommateurs@gan-eurocourtage.fr

SUBROGATION

After paying you the compensation, except compensation paid against the Travel Accidents guarantee, we are subrogated in the rights and actions you may be entitled to, against third parties responsible for the loss, as provided by the Article L.121-12 of French Insurance Code.

Our subrogation is limited to the amount of compensation paid by us or to the services provided to you by us.

WHAT IS THE LIMITATION PERIOD?

Any action with regard to this contract can be exercised only during a period of two years from the event causing it under the conditions determined by the Articles L.114-1 and L.114-2 of the French Insurance Code.

WHAT ARE THE LIMITS APPLICABLE IN CASE OF FORCE MAJEURE?

We cannot be held responsible for deficiencies in the execution of Assistance Services resulting from cases of force majeure or the following events: civil or foreign wars, notorious political instability, popular movements, riots, terrorist acts, reprisals, restrictions to free circulation of persons and goods, strikes, explosions, natural catastrophes, nuclear core meltdowns or for delays in the execution of services resulting from the same causes.

CANCELLATION AND MODIFICATION ALL CAUSES

NATURE OF THE GUARANTEE

Groupama Travel Insurance shall reimburse the advances and all amounts excluding taxes kept back by the tour organiser, after deducting an allowance indicated below, that are invoiced to you according to the General Sales Conditions of the organiser when the insured person is obliged to cancel or modify his (outward) journey before the departure.

Groupama Travel Insurance shall reimburse to the insured the cancellation costs to be paid by him, if his departure is prevented by a random event that can be proved.

By random event is meant any circumstance not intentional on behalf of the insured or a member of his family, unforeseeable on the date of subscription and caused by the sudden action of an external cause.

EFFECT OF THE GUARANTEE

Provided that the insured has paid the corresponding premium in advance and that he has subscribed to this contract on the date of registration for the trip or latest the day before the first day of application of penalties specified in the scale of penalties in case of cancellation, the guarantee shall take effect on subscription of this contract and shall expire at the time of departure or the handing over the keys in case of real-estate or vehicle rental.

LIMITATION OF THE GUARANTEE

The compensation due by virtue of this guarantee shall not exceed the actual amount of penalties invoiced, within the maximum limit of the scale fixed in the particular conditions of the travel agency following the cancellation of the journey. In all the cases, the amount shall not exceed the amounts fixed in the table of guarantees.

ALLOWANCE

In all the cases, **Groupama Travel Insurance** shall compensate the insured after deducting an allowance whose amount is specified in the table of guarantees.

EXCLUSIONS

Other than the exclusions specified in the General Conditions, are not guaranteed cancellations resulting from:

Any circumstance affecting only the pleasantness of the insured person's trip

The simple fact that the destination of insured person's trip is subject of an advisory by the French Ministry of Foreign Affairs

Any event for which the responsibility may fall on the tour organiser in application of articles L.211-8 and following of the Tourism Code.

Late application for visa from competent authorities, the non-conformity of a passport, forgetting of vaccination, theft or loss of identity documents more than 48 hours before the departure.

A psychic, mental or depressive illness without hospitalisation.

WHAT IS THE TIME LIMIT FOR DECLARING THE LOSS?

On the first signs of the illness or on getting to know of the event invoking the guarantee, you must IMMEDIATELY inform the travel agency.

If you cancel the trip later with the travel agency or the organiser, we can reimburse the cancellation costs only from the time of first signs of illness or accident leading to the cancellation, conforming to the scale of cancellation given in the general sales conditions of the organiser.

Notify our administrator of insurance losses by e-mail or post immediately on the occurrence of the loss or latest within five working days. After this period, the insured person shall lose all right to compensation if his delay has caused a prejudice to **Groupama Travel Insurance**.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

Your declaration must be accompanied by:

- In case of illness or accident, a medical certificate and / or an administrative bulletin of hospitalisation mentioning the origin, nature, seriousness and foreseeable consequences of the illness or accident
 - In case of death, a certificate and civil registry certificate
 - In other cases, all available proof.

You must send us the documents and medical information necessary for processing your file using the pre-printed envelope addressed to the physician counsel that we shall send you on reception of your declaration of loss, as well as the medical questionnaire to be completed by your physician.

If you do not have these documents or information, you must have them sent to us by the physician treating you, using the pre-printed envelope mentioned above.

You must also send us the details of these additional documents using the pre-printed envelope addressed to the physician counsel, all the information or documents that may be required from you for proving the reason for your cancellation, in particular:

- All the photocopies of prescriptions for drugs, analyses and examinations as well as documents proving their delivery or execution, in particular the social security claim forms carrying, for the prescribed drugs, the copy of their corresponding vignettes.
- Statements from the Sécurité Sociale or any other similar organisation relating to the reimbursement of treatment costs and the payment of daily allowances
- The original of the paid-up invoice for the debit amount you are required to pay to the tour organiser or held back by him
- Your insurance contract number
- The registration certificate issued by the travel agency or tour organiser
- In case of accident, you must in addition explain the causes and circumstances and provide us with the names and addresses of those responsible and if applicable, the witnesses.

In addition, it is agreed specifically that you accept in advance the principle of a check-up by our physician counsel. In such a case, if you oppose it without legitimate reason, you shall lose your rights under the guarantee.

MISSED FLIGHT

NATURE OF THE GUARANTEE

In case of non-presentation of the Insured person for boarding the flight due to a random event, **Groupama Travel Insurance** shall reimburse the journey not completed, if the Insured person makes a departure within 48 hours of the initially scheduled departure.

By random event is meant any circumstance not intentional on behalf of the insured or a member of his family, unforeseeable on the date of subscription and caused by the sudden action of an external cause.

EFFECT OF THE GUARANTEE

The guarantee shall take effect on subscription of this contract and shall expire at the time of departure.

LIMITATION OF THE GUARANTEE

In all the cases, the compensation shall not exceed the amount specified in the table of guarantees.

EXCLUSIONS

Other than the exclusions specified in the General Conditions, are not guaranteed cancellations resulting from:

- Any circumstance affecting only the pleasantness of the insured person's trip**
- Any event for which the responsibility may fall on the tour organiser in application of articles L.211-8 and following of the Tourism Code.**
- Late application for visa from competent authorities, the non-conformity of a passport, forgetting of vaccination, theft or loss of identity documents more than 48 hours before the departure.**
- A psychic, mental or depressive illness without hospitalisation.**

OBLIGATIONS IN CASE OF LOSS

The insured person or his heirs must:

Notify our administrator of insurance losses by e-mail or post immediately on the occurrence of the loss or latest within five working days. After this period, the insured person shall lose all right to compensation if his delay has caused a prejudice to **Groupama Travel Insurance**.

- Include in this e-mail or letter the contract number, the exact reason for missing the flight and the complete contact details of the insured person.

Send the following documents:

- Proof of the event leading to missing of flight
- Invoice of registration
- Proof of purchasing a new ticket.

FAULT OF THE AIRLINES COMPANY

NATURE OF THE GUARANTEE

If the journey of the insured person is cancelled due to:

Fault of an airlines company

In case of bankruptcy of a regular airlines, "Low-Cost", or charter company, **Groupama Travel Insurance** shall compensate the Insured person for the amount of his ticket reserved with this company and cancelled only because of the said bankruptcy.

Strike of the Airlines Company personnel

In case of strike by the personnel of a regular airlines, "Low-Cost", or charter company, **Groupama Travel Insurance** shall compensate the Insured person for the amount of his ticket reserved with this company and cancelled only because of the said strike, provided that no notice of strike was filed at the time of registering for the journey.

Flight delay

Groupama Travel Insurance shall compensate the Insured person for the amount of his air ticket if he decides to cancel his stay following a **flight delay of more than 7 hours** on the onward flight caused by:

- Bad weather
- Technical fault in the aircraft
- Any other problem related to the airport, for any reason whatsoever, notably: strike, terrorist attempt, other catastrophes.

EFFECT OF THE GUARANTEE

Provided that the insured has paid the corresponding premium in advance and that he has subscribed to this contract on the date of registration for the trip or latest the day before the first day of application of penalties specified in the scale of penalties in case of cancellation, the guarantee shall take effect on subscription of this contract and shall expire at the time of departure.

LIMITATION OF THE GUARANTEE

The Insured person declares not having any material, factual or circumstantial information likely to lead to a loss at the time of purchasing the ticket. In all the cases, the amount shall not exceed the amounts fixed in the table of guarantees.

In all the cases, the amount shall not exceed the amounts fixed in the table of guarantees.

Insurance premium, airport taxes and visa costs cannot be reimbursed.

ALLOWANCE

In all the cases, **Groupama Travel Insurance** shall compensate the insured after deducting an allowance whose amount is specified in the table of guarantees.

EXCLUSIONS

Other than the exclusions specified in the General Conditions, are not guaranteed cancellations resulting from:

Events occurring between the date of reservation of the insured person's journey and the date of subscribing this contract.

OBLIGATIONS IN CASE OF LOSS

The insured person or his heirs must:

Notify the company from whom the insured person has purchased his services immediately on the occurrence of loss. If the insured person cancels late, **Groupama Travel Insurance** can cover only the cancellation costs applicable on the date of occurrence of the event.

Notify our administrator of insurance losses by e-mail or post immediately on the occurrence of the loss or latest within five working days. After this period, the insured person shall lose all right to compensation if his delay has caused a prejudice to **Groupama Travel Insurance**.

Include in this e-mail or letter the contract number, the exact reason for missing the flight and the complete contact details of the insured person.

The Insured person must also send all supporting documents in original allowing the application of flight delay guarantees or strike of airlines company personnel.

Groupama Travel Insurance reserves the right of claiming the air ticket initially scheduled and not used or the copy of reimbursement made by the airlines company, excepting e-tickets.

FLIGHT DELAY

NATURE OF THE GUARANTEE

This guarantee is valid for the following onward and/or return flights:

- Regular or so-called "Low-cost" flights of airline companies whose schedules are published
- Onward charter flights whose timings are indicated on the onward air ticket.

Following a late arrival of insured person's flight by more than **four hours** with reference to the initially scheduled time, **Groupama Travel Insurance** shall pay a compensation to the Insured person within the amount indicated in the table of guarantees.

This guarantee is not applicable if the insured person is transferred to another airline within the initially scheduled timings.

EFFECT OF THE GUARANTEE

This guarantee takes effect on the date and time indicated on the air ticket and expires on arrival at the destination airport.

EXCLUSIONS

Civil or foreign war, natural catastrophes, epidemics, popular movements, strikes, terrorist acts, taking of hostages or sabotage, any manifestation of radioactivity, any effect of nuclear origin or caused by any other source of ionising radiation in the country of departure, transfer or destination

Any event causing danger to the safety of the insured person's journey and when there is an advisory against the destination from the French Ministry of External Affairs.

A decision of airport authorities, civil aviation authority or any other authority announced 24 hours before the departure date of insured person's journey.

Events occurring between the date of reservation of the insured person's journey and the date of subscribing this contract.

WHAT ARE THE OBLIGATIONS TO BE RESPECTED IN CASE OF FLIGHT DELAY?

For the obtaining the FLIGHT DELAYS guarantee, you must imperatively have completed in advance by the airlines that has operated the flight or else by the airport authorities (for air transport) the declaration of loss enclosed with the General Conditions given to you during the subscription, mentioning therein the initial scheduled arrival time and the real arrival time of the guaranteed flight.

You must in addition have the said declaration stamped by the airlines or the authorities mentioned above.

If you cannot complete this step due to any reason whatsoever, the time retained for the calculation of your compensation shall be the time indicated by the travel agency or by the airlines operating the flight.

Immediately on your return from the trip and latest within the month following it, you must send to our insurance loss administrator the copy of your air ticket, the purchase invoice of the guaranteed flight, the stub of your boarding ticket, and also the above mentioned declaration of loss duly completed.

IMPORTANT:

Unless you conform to the obligations mentioned above, it will be impossible to establish the reality of flight delays and therefore you will not receive any compensation.

Further, if you knowingly make a false declaration or employ fraudulent means or inaccurate documents, you shall forfeit all right to compensation.

ASSISTANCE AND REPATRIATION

DEFINITIONS

Insured person: Any physical person defined in the Particular Conditions as having this capacity and having subscribed to this guarantee during the reservation of a service (flight, hotel or car) alone or a dynamic package, irrespective of the place of residence. The guarantee takes effect on the day of departure and expires on the day of return for the duration mentioned in the registration bulletin of the journey without however **exceeding 90 days**.

Particular case of "one-way" (Single air ticket), the Insured person is entitled to:

- The guarantee Assistance for a limited period of 7 days from his date of arrival at the destination

Domicile: Insured person's habitual place of residence.

If after examining the state of health of the patient, a medical repatriation appears necessary, it will be made to his domicile, that is, to a European Union country or Switzerland. If the insured person does not reside in one of the above-mentioned countries, the repatriation will be made exclusively to the country that was the point of departure for the insured journey.

Members of the family: By family member is meant the spouse – legal or factual – ascendants or descendants up to second degree, parents in law, sisters, brothers, brothers in law, sisters in law, sons in law, daughters in law

By **SERIOUS ILLNESS** is meant an alteration of health recognised by a medical authority, requiring medical care and the absolute cessation of all professional or other activities.

By **SERIOUS BODILY ACCIDENT** is meant any bodily injury unintentional from the victim arising from the sudden action of an external cause recognised by a physician and requiring the cessation of all professional or other activity, preventing him from moving through his own efforts.

THE INSURED PERSON IS ILL OR VICTIM OF A BODILY ACCIDENT:

Our medical team shall get in touch with the treating physician in place and/or the family doctor, in order to intervene under conditions best suited to the condition of the insured person.

The medical team of the insurer/assistance provider shall organise the transport of the insured person to the medical centre medical closest to his domicile or a transfer to a hospital centre best equipped or most specialised.

Only the medical authorities of the insurer/assistance provider are authorised to decide on the repatriation, the choice of means of transport and the place of hospitalisation.

The reservations shall be made by our services.

The insurer/assistance provider shall repatriate the insured person to his domicile or his place of departure mentioned on his invoice issued by the travel agent, if he is in a condition to leave the medical centre.

If the condition of the insured person justifies it, the insurer/assistance provider shall organise and pay for the journey of a person found in place so that he can accompany the insured person.

If the condition of the insured person does not justify a hospitalisation or a repatriation and if the insured person cannot return on the initially scheduled date, the insurer/assistance provider shall pay the expenses actually incurred for extending the stay at hotel as well as those of a person remaining at his bedside within the limits mentioned in the table of guarantees.

When the state of health of the insured person allows it, the insurer/assistance provider shall organise and pay for his return and also if applicable, the return of the person who had stayed with him.

If the insured person is hospitalised and if his condition does not justify or prevents a repatriation or an immediate return, the insurer/assistance provider shall organise the stay at hotel for the person designated by the insured person, who is already in place and who stays at his bedside and shall cover the unforeseen expenses actually incurred within the limits of the amount indicated in the table of guarantees.

The insurer/assistance provider shall pay for the return of this person if he cannot use the means of transport initially planned.

If the hospitalisation in place exceed **7 days** and if there is no one at the bedside of the injured person, the insurer/assistance provider shall provide to the person designated by the insured person a return ticket for going to him; this is valid only for a departure from one of the member countries of the European Union or Switzerland and shall organise the stay in hotel for this person within the limit indicated in the table of guarantees. When the state of health of the insured person allows it, the insurer/assistance provider shall organise and pay for the return of the insured person and also, if applicable, the return of the person who stayed with him.

If the state of health of the insured person does not allow him to look after his minor children and if no major member of the family of insured person is accompanying him, the insurer/assistance provider shall organise the travel of the person designated by the insured person for bringing them back to the domicile of the insured person.

IN CASE OF DEATH

The insurer/assistance provider shall organise and pay for the transport of the body from the undertakers to the place of burial in one of the member countries of the European Union or in Switzerland. The funeral costs are covered within the limits mentioned in the table of guarantees.

The insurer/assistance provider shall organise if required and pay, up to the place of burial, the return of family members who participated in the same trip and were guaranteed by the same contract.

OTHER ASSISTANCE TO PERSONS

Premature return:

If the insured person is obliged to interrupt his trip because of:

- ☛ The death of a member of his family, the person looking after his minor or handicapped children, his professional replacement
- ☛ The hospitalisation due to serious illness or accident of his legal or factual spouse, his ascendants and descendants of first degree staying in a member country of the European Union or Switzerland and involving vital prognosis after communication of medical report by the treating physician of the insurer's/assistance provider's assistance service
- ☛ The occurrence of serious damages due to fire, explosion, theft or those caused by natural forces in the principal or secondary residence of the insured person or in his professional premises, requiring his presence there imperatively

The insurer/assistance provider shall organise and pay for the return of the insured person to his domicile.

Repatriation or transport of other insured persons:

During the repatriation of the insured person, only one accompanying person shall be covered by the insurer/assistance provider, unless if the accompanying persons are the insured person's children and if the second parent does not participate in the journey.

Medical expenses:

The insurer/assistance provider shall reimburse to the insured person, after the intervention of Sécurité Sociale (Social Security) or any other provident organisation, the medical, pharmaceutical, surgical and hospitalisation costs prescribed by a physician and incurred outside the country of residence of the insured person within the limit of the amount mentioned in the table of guarantees.

- ☛ **Allowance, always deducted:** Amount mentioned in the table of guarantees.

The hospitalisation costs are guaranteed, excluding convalescent medical expenses.

If the journey takes place in one of the member states of the European Union, the insured person undertakes to obtain from his primary medical insurance establishment Caisse Primaire d'Assurance Maladie and use his European Medical Insurance Card (formerly the Form E111).

If the insured person is outside his country of residence and in the impossibility of settling his medical expenses of an amount greater than **700 €** following a hospitalisation due to an illness or accident occurring during the guarantee period, the insurer/assistance provider may, on demand from the insured person, make him an advance, within the commitments of the insurer/assistance provider, in exchange for a surety cheque corresponding to the extent of estimated costs. This surety cheque shall be returned only after showing the official position of the Social Security and/or any other providence organisation likely to cover the expenses advanced. A recognition of debt shall be asked for from the insured person at his place of stay.

This guarantee shall cease on the day when the insurer/assistance provider **is in a position to repatriate the insured person, or on the date of return of the insured person to his country of departure.**

Illness or accident of one of the minor or handicapped children of the insured person remaining in his country of domicile:

If during the trip of the insured person, one of his minor or handicapped children remaining in his country of domicile is ill or suffers an accident, the insurer/assistance provider shall offer assistance to the person responsible for his guard in order to organise his transport to the hospital centre most suited for providing the

care made necessary due to his condition, provided that the insured person has provided the necessary written permission in advance.

The insurer/assistance provider shall ensure the return of the insured person's child to the domicile and shall keep him informed of his condition if the insured person has left an address for use during the trip.

If the presence of the insured person is essential, the insurer/assistance provider shall organise his return.

Sending of medicines:

The insurer/assistance provider shall take all measures necessary for find and sending the drugs necessary for continuing the treatment, in case the insured person does not have these medicines and it is impossible for the insured person to obtain their equivalent in place. The cost of these medicines shall however be paid by the insured person.

Forwarding important and urgent messages:

The insurer/assistance provider shall look after the forwarding of messages meant for the insured person when he cannot be contacted directly.

Similarly, the insurer/assistance provider can communicate to a family member of the insured person, when called by him, a message that the insured person has left for him.

Legal assistance:

The insurer/assistance provider shall cover the insured person within the limit of the amount mentioned in the table of guarantees the fees of legal representatives whom the insured person may have been led to call in case proceedings are engaged against the insured person, provided that the facts involved are not liable for penal sentence under the laws of the country.

This guarantee is not available for actions in relation with the professional activity of the insured person or keeping and/or using a powered vehicle.

Advance of penal surety

If, in case of breach of the laws of the country where the insured person is staying, he is obliged by the authorities to pay a penal surety, the insurer/assistance provider shall make an advance to the insured person within the limit of the amount mentioned in the table of guarantees.

This advance should be reimbursed within a period of **one month** following the presentation of a request for reimbursement sent by the insurer/assistance provider.

If the penal surety is reimbursed before this period by the local authorities, the amount should be returned to the insurer/assistance provider immediately.

LIMITATIONS ON THE COVERAGE OF MUTUAIDE ASSISTANCE

The interventions that the insurer/assistance provider is required to make take place in full respect of laws as well as national and international regulations. They are therefore linked with the availability of necessary permission from competent authorities.

The insurer/assistance provider shall not be held responsible for delays or obstacles in the execution of services agreed upon due to strikes, riots, popular movements, restriction on free movement, sabotage, terrorism, civil or foreign war, effect of radiation or any other fortuitous act or force majeure.

The services not asked for during the trip or not organised by the insurer/assistance provider shall not be entitled to any compensatory allowance.

The insurer/assistance provider shall decide on the type of ticketing provided to the insured person depending on the one hand on the possibilities offered by the carriers and on the other hand, on the duration of the journey.

If a medical repatriation is necessary because of the state of health of the patient, it will be made to his domicile, that is, to a European Union country or Switzerland. If the insured person does not reside in one of the above-mentioned countries, the repatriation will be made exclusively to the country that was the point of departure for the insured journey.

The guarantee takes effect on the day of departure and expires on the day of return for the duration mentioned in the registration bulletin of the journey without however exceeding 90 days.

Particular case of "one-way" (Single air ticket), the guarantee takes effect on the day of departure and expires seven (7) days from his date of arrival at the destination

The maximum liability of the insurer/assistance provider in case of loss is:

- **Assistance:** 155,000 € per person with a maximum per event of 1,500,000 €.
- **Medical expenses:** 10,000 € per person with a maximum per event of 100,000 €

By per event is meant any initiating cause of damaging consequences that may invoke one or more guarantees of the contract.

EXCLUSIONS FROM THE GUARANTEE

Other than the exclusions specified in the General Conditions, the guarantee of the insurer/assistance provider shall not apply in the following cases:

Pollution, natural catastrophes

Convalescence and disorders under treatment and not yet consolidated

When the damages or accidents result from the use of a terrestrial motorised two-wheeler, Jet Ski or a snow scooter

Psychic, mental or depressive disorders

Benign disorders or injuries that can be treated in place and do not prevent the continuation of the stay or the trip.

Costs of spa treatments, aesthetic treatments, vaccination, prostheses, apparatus, eyeglasses or contact lenses

State of pregnancy after the 32nd week

Dental care

Trips undertaken for the purpose of diagnosis and/or treatment

Expenses incurred after returning from the trip or expiry of the guarantee

Expenses incurred without the agreement of Groupama Travel Insurance

Telephone costs other than those made to the assistance centre

Medical expenses during convalescence.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

For any request for assistance, you must contact us, 24 hours out of 24 – 7 days out of 7:

By telephone

From France: 01 45 16 84 82

From abroad: 33. 1 45 16 84 82

Preceded by the local access code to international phone network

E-mail: assistance@mutuaide.fr

And obtain our prior approval before incurring any expenditure, including medical costs.

For any request for reimbursement you must:

Send us the declaration of loss duly completed accompanied by supporting documents and documents relating to your request for reimbursement.

When we have organised your transport or your repatriation, you must hand over to us your initial transport tickets, they become the property of Groupama Travel Insurance.

BAGGAGE

NATURE OF THE GUARANTEE

Groupama Travel Insurance guarantees the baggage of the insured person in the entire world, **excluding his principal or secondary residence**, within the limit of the amount specified in the table of guarantees against:

Theft

Total or partial destruction, including damages caused by natural forces

Loss, only during transport by a duly authorised carrier.

By **baggage** is meant the travel bags, suitcases, objects and personal effects, **excluding garments worn by the insured person**.

Valuable objects, designated below are also included in the coverage for a maximum of **50%** of the capital guaranteed and only under the following conditions:

- ✦ Jewellery, objects made of precious metals, pearls, hard gems and watches are guaranteed only against theft and only when they are deposited in the hotel safe or when they are worn by the insured person
- ✦ Photographic (except mobile phones), cinematographic, radiophonic, sound or image recording or reproduction equipment as well as accessories are guaranteed only against theft and only when they are carried or used by insured person..

Objects acquired during the trip or stay are included in the insurance for a maximum of **25%** of the capital insured.

In case of delay in the delivery of baggage by more than **24 Hours**, the insured person is entitled to a compensation within the limit of amount indicated in the table of guarantees and in the form of purchase coupons of the travel agency.

EFFECT OF THE GUARANTEE

The guarantee takes effect on the registration of the insured person's baggage by the carrier or on handing over of keys for a rental. It expires at the time of return when the baggage is retrieved definitively by the insured person from the carrier.

Particular case of "one-way" (Single air ticket), the Insured person is entitled to:

- The Baggage guarantee is available only during the onward flight.

CALCULATION OF COMPENSATION

The compensation is calculated based on the replacement value on the day of loss, depreciation deducted without application of the proportional rule specified in the Insurance Code (L 121-5).

The guarantee amounts cannot be cumulated with those that may be provided eventually by the transport carrier.

ALLOWANCE

In all the cases, **Groupama Travel Insurance** shall compensate the insured person after deduction of an allowance specified in the table of guarantees.

EXCLUSIONS

Other than the exclusions specified in the General Conditions, are not guaranteed:

Goods, consumable items, perishables, animals, bank notes, credit cards, cheque books, memory cards, transport tickets, computer equipment, telephone equipment, dvd, cd, cigars and cigarettes, alarms, video games and accessories, furs, security bonds of all kinds, pens, lighters, documents recorded on tapes or films, documents and valuables on paper of all kinds collections and materials of a professional nature, keys, bicycles, trailers and caravans of all kinds and in general transport machinery, eyeglasses, spyglasses, contact lenses, prostheses and apparatus of all kinds, medical equipment, drugs, knives as well as all effects confiscated by the customs and not returned to the insured person.

Theft of insured person's baggage consecutive to his forgetfulness or negligence, that is, the fact of leaving his baggage without surveillance, the fact of leaving his baggage visible from outside his vehicle and/or without fully closing and locking the accesses.

Theft committed without breaking or by using false keys.

Theft of the insured person's baggage from a vehicle between sunset and sunrise or from a convertible vehicle.

Indirect damages such as loss of usage, fines, etc.

Damages resulting from an inherent defect in the insured object, its normal and natural wear.

Losing, forgetting, exchanges.

Sports goods of all kinds.

Thefts from parking grounds.

Damages due to accidents of smokers, wetting or dripping of greasy, colouring or corrosive materials that were part of the insured person's baggage.

LIMITATION OF THE GUARANTEE

In all the cases, the compensation shall not exceed the amount specified in the table of guarantees.

By per event is meant any initiating cause of damaging consequences that may invoke one or more guarantees of the contract.

HOW IS YOUR COMPENSATION CALCULATED?

You are compensated on proof and based on the value of replacements with equivalent objects of same type, after deducting for depreciation.

The rule of proportional capital according to Article L.121-5 of the French Insurance Code is not applicable under any circumstance.

Our reimbursement will take place after deducting any possible reimbursement obtained from the transport carrier as well as the allowance.

WHAT ARE YOUR OBLIGATIONS IN A CASE OF LOSS?

Your declaration of loss must reach insurance loss administrator within five working days except due to act of nature or force majeure; if this time limit is not respected and if we suffer a prejudice due to this, you shall lose all rights to compensation.

Your declaration of loss must be accompanied by the following details:

- . Receipt of a complaint filed in case of theft or declaration theft to a competent authority (police, gendarmerie, transport carrier, purser...) when the theft taking place during the stay or a loss by transport carrier
- . The statements of proviso made to carriers (shipping, airlines, railways, road transport) when your baggage or objects are misplaced, damaged or stolen during the period when they are legally under the custody of the carrier.

If these documents are not submitted, your rights to compensation may be forfeited.

The amounts insured cannot be considered as proof of value of the goods for which you are asking compensation, or as proof of existence of these goods.

You are required to prove by all means at your disposal and by all documents in your possession the existence and the value of goods at the time of loss as well as the extent of damages.

If you deliberately use as proof inaccurate documents or employ fraudulent means or make inexact or incomplete declarations, you will be deprived of all rights to compensation and this is without prejudice to legal proceedings that we may file against you, having sufficient grounds for this.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE BAGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must notify us immediately by registered letter as soon as you are informed:

- If we have not yet paid you the compensation, you must take possession of the said baggage, objects, or personal effects, we are then required to pay only the deteriorations or missing items
 - If we have already paid you a compensation, you can then choose within a period of 15 days:
You may either relinquish the said baggage, objects or personal effect in our favour
Or, you may take back the said baggage, objects or personal effects by returning the compensation received by you after deducting, if applicable, the part of this compensation corresponding to deteriorations or missing items.

If you have not chosen within a period of 15 days, we shall consider that you have opted for the relinquishment.

INFO SERVICE NUMBER

Emergency telephone assistance is provided 24/7: Tel. (+33) 1 45 16 84 82

Groupama Travel Insurance provides a dedicated line to the Insured Person to answer any information requests on any subject concerning his or her trip (whether questions relative to police formalities, weather, medical information or regulations applicable in the country visited or applied by the transport company).

This service will be available to the Insured person from the time the policy is taken out and ends on return from the trip.

If you require Assistance Repatriation

☒ **Contact-us 24 h/24 h by:**

Phone (+33) 1.45.16.84.82

Fax. (+33) 1 46.45.16.84.82

☒ **For a faster service, please mention**

your policy number 78 675 544

To submit a claim

for a DEPARTURE AS FROM December 19, 2011

☒ **Keep at hand your Travel File number appearing on your order form and connect to the web site:**

www.gestion.groupama-assistance-voyage.com

To submit a claim

For a DEPARTURE UP TO December 18, 2011

**Fogg Travel Insurance Services Ltd, Crow Hill Drive
Mansfield, Nottinghamshire NG197AE, UK**

Tel. No. + 44 (0) 16.23.63.13.31

Fax No. +44 (0) 16.23.42.04.50

To facilitate handling of your file, please indicate

Your policy number 78 675 544

The policy beneficiary etc..

INFO SERVICE Number

For any tourist information on your destination,

☒ **contact us 24/7 by :**

Tel. (+33) 1 45 16 84 82

Groupama Travel Insurance is a brand of Gan Eurocourtage –
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