

GENERAL AND
SPECIAL CONDITIONS

TRAVEL INSURANCE CROISIEUROPE

CONTENTS

TABLE OF COVER AMOUNTS (SPECIAL CONDITIONS)	2
GENERAL.....	3
GENERAL INSURANCE PROVISIONS	7
TRIP CANCELLATION	7
PRIVATE LIFE LIABILITY WHILE ABROAD	9
DEPARTURE IMPOSSIBLE	11
RETURN IMPOSSIBLE	12
MISSED DEPARTURE/BOARDING	12
LUGGAGE AND PERSONAL EFFECTS	12
ACCIDENTAL DAMAGE AND THEFT OF SPORTS EQUIPMENT	14
CRUISE INTERRUPTION COSTS	16
POLICY FRAMEWORK.....	17

POLICY No. 9526

INSURANCE

ADMINISTRATIVE MANAGEMENT OF THIS POLICY IS DELEGATED TO ASSUREVER, AN INSURANCE BROKER REGISTERED WITH ORIAS UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

ASSUREVER LEGAL NOTICE: https://public.assurever.com/Mentions_legales.jpg.

ASSUREVER IS SUBJECT TO THE FRENCH SUPERVISORY AUTHORITY (AUTORITÉ DE CONTRÔLE PRUDENTIEL ET DE RESOLUTION – ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.
THE GUARANTEES UNDER YOUR POLICY, WITH THE EXCEPTION OF ASSISTANCE COVER, ARE COVERED BY THE FRENCH INSURANCE CODE.

YOUR POLICY CONSISTS OF THESE TERMS AND CONDITIONS AND YOUR POLICYHOLDER CERTIFICATE. OF THE GUARANTEES SET OUT BELOW, THE COVER YOU HAVE CHOSEN IS INDICATED ON YOUR POLICYHOLDER CERTIFICATE, ACCORDING TO THE PLAN YOU HAVE TAKEN OUT AND FOR WHICH YOU HAVE PAID THE CORRESPONDING FEE.

READ YOUR TERMS AND CONDITIONS CAREFULLY. THEY SET OUT OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND ANSWER ANY QUESTIONS YOU MAY HAVE.

IMPORTANT

In the event of a Damage that may result in cancellation, you must cancel your booking with the Travel Operator as soon as you become aware of it. To benefit from the "Trip Cancellation" guarantee or any other insurance benefits under this contract, you must send us your claim declaration within five business days of the occurrence of the event to:

ASSUREVER
Customer Management Department
TSA 52216
18039 BOURGES CEDEX
Tel.: +33 (0)1 73 03 41 01
Email: gestion@assurever.com

TABLE OF COVER AMOUNTS (SPECIAL CONDITIONS)

BENEFITS	AMOUNTS INCL. TAX maximum / person
Trip cancellation or modification • Cancellation on medical grounds, including for serious illness in the event of an epidemic • Cancellation for all justified causes • Cancellation in the event of an Attack or Major Event at the destination within the 8 days prior to the departure date and within a 100 km radius	• €25,000/person and €65,000/event • <i>No Excess for cruises ≤ €200</i> • <i>Excess of €75/person for cruises > €200</i>
Private life liability while abroad (domiciled in mainland France or the French overseas departments) • Bodily injury, material damage and consequential loss: • Of which material damage and consequential loss with an absolute excess of €150 per claim	• €4,500,000 maximum/claim • €45,000 incl. tax/claim
Departure impossible • Transport costs (travel between airport and home) • Expenses resulting from postponement of the trip • Trip cancellation costs (if it is organised around an exceptional event limited in time to the duration of the stay and which cannot be postponed)	• €100 maximum per person • 5% of the amount of the trip/person up to a maximum of €150/person • Reimbursement of the trip to supplement all or part of the reimbursement of the tour operator
Return impossible • Payment, upon presentation of receipts, of accommodation, meals and necessities in the event of return being impossible beyond the original return date • Extension of assistance, baggage and personal effects and civil liability cover	• 10% of the amount of the trip per additional night after the first night, up to a maximum of 10 consecutive nights • 6 days maximum
Missed Departure/Boarding • Payment for a plane, train or boat ticket to join the cruise at the next stop	• 50% of the total amount of your trip

Luggage and personal effects	
• Theft, total or partial destruction or loss during transport by a transport company ↳ <i>Excess</i> • Valuables • Delayed baggage • Costs of reconstituting identity documents	• €3,500/person • <i>No excess</i> • 50% of the capital covered • €300/person • €300/event
Accidental damage and theft of sports equipment	
• Theft, total or partial destruction or loss during transport by a transport company ↳ <i>Excess</i>	• €1,500/person • <i>10% of the amount indemnified (€50 minimum)</i>
Cruise interruption costs	
• Reimbursement of the nights of your stay • Reimbursement of leisure activities	• Pro rata temporis up to a maximum of €5,000 • Pro rata temporis up to a limit of 3 days and limited to €300 per person

COVER	EFFECTIVE DATE	EXPIRY OF COVER
TRIP CANCELLATION	The day this insurance policy is taken out	The day of departure on the trip
OTHER COVER	The day of departure on the trip	Last day of the trip

The validity period of all cover corresponds to the trip dates indicated in the Special Conditions, up to a maximum of 90 consecutive days, with the exception of the "Trip cancellation" cover, which takes effect on the day this insurance policy is taken out and expires as soon as the first insured benefit has begun.

The subscription must be made on the day of registration for the trip or at the latest the day before the first day of application of the penalties provided for in the organizer's scale.

GENERAL

1. PURPOSE OF THE CONTRACT

The purpose of these General Conditions for insurance policy no. 9526, entered into between MUTUAIDE Assistance, a company governed by the French Insurance Code, and the Underwriter, is to specify the mutual rights and obligations of MUTUAIDE Assistance and the Insured Parties defined below. They determine the benefits that will be covered and provided by MUTUAIDE Assistance to the Insured Parties under insurance policy no. 9526.

This policy is governed by the French Insurance Code.

2. DEFINITIONS

Abroad

The term 'Abroad' means the entire world with the exception of your Home country and excluded countries.

Adherent

An Adherent is considered to be a natural or legal person who requests subscription to the contract for the benefit of the Insured.

Attack

Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is the subject of media coverage. This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it one and the same coordinated action, this event will be considered one and the same event.

Beneficiary

The Insured or their rights-holders are considered to be the Beneficiary.

Cancellation

The outright cancellation of the trip you have booked, as a result of the reasons and circumstances leading to the application of the "TRIP CANCELLATION" cover, which are listed in the "TRIP CANCELLATION" section.

Distributor

The Distributor is the legal entity that presents and offers this contract to the Adherent. The Distributor may be the Travel Operator, the Travel Organizer, or the Insurance broker. The Distributor's head office must be located in Europe.

Epidemic

Abnormally high incidence of a disease during a given period and in a given region.

Event

Any situation provided for in these General Conditions giving rise to a claim to the Insurer.

Excess

Part of the compensation remaining payable by the Beneficiary.

France

The term 'France' means mainland France, Corsica and the French overseas departments and regions.

Home

Your main and usual place of residence appearing as your address on your income tax notice is considered to be your Home.

Insurance broker manager

The Insurance broker manager of individual and optional memberships and related insurance claims is ASSUREVER, a limited company with capital of 41,320 euros, registered with the RCS Paris B 384.706.941, whose head office is located at 350 rue de Vaugirard 75015 Paris, France, and registered with ORIAS under number 07 028 567 (www.orias.fr), on behalf of the Insurer.

Insured Party

The Insured, hereinafter referred to as "You", is considered to be the natural person benefiting from the insurance guarantees and assistance services of this contract subscribed by the Adherent.

Insurer / Us

- For insurance coverage excluding Public Liability and Private Life Liability while Abroad, the Insurer is MUTUAIDE ASSISTANCE – 126 rue de la Piazza – 93196 Noisy-le-Grand Cedex – S.A. with fully paid-up capital of €15,180,660 – Company governed by the French Insurance Code – Entered in the Bobigny Trade and Companies Register under No. 383 974 086 – VAT FR 31 383 974 086.
- For Private Life Liability while Abroad cover, the Insurer is TOKIO MARINE EUROPE SA (TOKIO MARINE HCC) under policy number 35.806.460. For this cover, the Insured Parties must be domiciled in mainland France or in a French overseas department.

Loss

Loss means any event that is random in nature and that is likely to be covered under this policy.

Major event at the destination

Two causes may, within the meaning of this policy, constitute a Major Event:

- major climatic events meeting the following cumulative conditions: climatic events such as flooding as a result of watercourses breaking their banks, flooding by runoff, floods and mechanical impact related to the action of waves, floods due to marine submersions, mudflows and mudslides, tidal waves, tremors, earthquakes, volcanic eruptions, cyclones, storms of an abnormal intensity and having given rise to a Natural Disaster order if it occurred in France, or having caused large-scale material and/or human damage if it occurred abroad;

- major political events of an intensity and duration leading either to serious disturbances of the established internal order within a State or to armed conflicts between several States or within the same State between armed groups. This includes areas or countries formally advised against by the French Ministry of Europe and Foreign Affairs.

Natural disaster

Abnormal intensity of a natural agent not resulting from human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

Obsolescence

Depreciation of the value of a property caused by time on the day of the Loss.

Pandemic

Epidemic that develops over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the incident occurred.

Quarantine

Isolation of the individual, in the event of suspected illness or proven illness, decided by a local competent authority, in order to avoid a risk of the disease spreading in the context of an epidemic or pandemic.

Secondary residence

Dwelling owned by you, located in your Home country, other than your Home and which you occupy for your leisure and holidays.

Serious accident

A sudden and fortuitous event affecting any natural person, unintentional on the part of the victim, resulting from the sudden action of an external cause and prohibiting him or her from moving by his or her own means.

Serious illness

Sudden and unforeseeable alteration of health confirmed by a competent medical authority resulting in the issue of a prescription for medicines for the benefit of the patient and involving the cessation of any professional or other activity.

Specific provisions

Document duly completed by the Adherent or the Distributor on which appear the first and last name of each Insured, travel dates, country of destination, guarantee period, price including tax of the trip, the date of establishment of this document, as well as the formula and amount of the corresponding insurance premium. Only subscriptions for which the corresponding insurance premium has been paid will be taken into account in the event of a claim.

Subscriber to individual and optional membership

The Distributor who acts on behalf of the Adherent is considered to be the subscriber to the individual and optional subscription of the group insurance contract.

Subscriber to the collective insurance contract

The subscriber to the group insurance contract with the Insurer is ASSUREVER, a public limited company with capital of €41,320, registered with the RCS Paris B 384.706.941, whose head office is located at 350 rue de Vaugirard 75015 Paris, France, and registered with ORIAS under number 07 028 567 (www.orias.fr).

Travel Organizer

The Travel Organizer is the legal entity responsible for providing the services included in the Trip.

Travel Operator

The Travel Operator is the legal entity that sells the Trip.

Underwriter

ASSUREVER underwriting on behalf of ALSACE CROISIERES - CROISIEUROPE.

Wear and tear

Depreciation of the value of property caused by use, or its conditions of maintenance, on the day of the Loss.

3. WHAT KIND OF TRAVEL IS COVERED?

Insurance benefits apply to the following travel:

- leisure or professional, package, rental, cruise, ticket (including flight only) booked with ALSACE CROISIERES - CROISIEUROPE, the dates, destination and cost of which appear on the invoice issued by ALSACE CROISIERES - CROISIEUROPE,
- and the duration of which does not exceed 90 consecutive days.

4. WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?

The cover applies worldwide.

Excluded are countries identified by the French Ministry of Foreign Affairs as being in a state of civil or foreign war, of notorious political instability, suffering reprisals, restrictions on the free movement of persons and goods for any reason whatsoever, in particular health, safety and meteorological, countries suffering acts of terrorism, having suffered natural disasters or radioactive decay and countries suffering any other case of force majeure.

5. USING OUR SERVICES

→ WOULD YOU LIKE TO MAKE AN INSURANCE CLAIM?

In any case within 5 days, you or anyone acting on your behalf must contact ASSUREVER, either by email, telephone or post:

ASSUREVER

Customer Management Department

TSA 52216

18039 BOURGES Cedex

Tel.: +33 (0)1 73 03 41 01

Email: gestion@assurever.com

Offices open Monday to Friday 9 a.m. to 6 p.m.

WHAT ARE THE CONDITIONS OF APPLICATION OF THE COVER?

We reserve the right to request all the necessary documentary evidence in support of any insurance claim (death certificate, proof of family relationship, proof of domicile, proof of expenses, tax notice subject to having previously concealed all the elements contained therein except your name, your address and the persons comprising your tax household).

We intervene on the express condition that the Event that led us to provide the cover remained uncertain at the time the policy was taken out and at the time of departure.

ACCUMULATION OF COVER

If the risks covered by this policy are covered by other insurance, you must inform us of the name of the insurer with which the other insurance has been taken out (Article L.121-4 of the French Insurance Code) as soon as this information has been brought to your attention and at the latest when the claim is made.

MISREPRESENTATIONS

When they change the nature of the risk or reduce our opinion of it:

- Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113-8 of the French Insurance Code.
- Any omission or inaccurate declaration by you for which bad faith is not established shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under Article L.113-9 of the French Insurance Code.

FORFEITURE OF BENEFITS AND COVER AS A RESULT OF FRAUDULENT DECLARATION

In the event of a Loss or a request for intervention covered by the insurance (provided for in these General Conditions), if you knowingly use inaccurate documents as supporting documents or use fraudulent means or make inaccurate or reluctant declarations, you forfeit any right to the insurance cover provided for in these General Conditions and for which such declarations are required, without prejudice to the proceedings that we would then be entitled to bring against you.

TRIP CANCELLATION

1. WHAT WE COVER

We reimburse you for deposits or any sums retained by the travel organiser, and according to the terms and conditions of sale of the trip (excluding administrative costs, insurance premium and less airport taxes reimbursed to you by the carrier), when you are forced to cancel your trip before departure.

You are reminded that airport taxes included in the price of the ticket are costs linked to the actual boarding of the passenger and that the airline is required to reimburse you for these amounts when you have not boarded. You must consult the terms and conditions of sale or transport for the terms and conditions of reimbursement of these taxes (Art. L.113-8 of the French Consumer Code).

2. WHEN DO WE INTERVENE?

We intervene for the reasons and circumstances listed below, to the exclusion of any other.

SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH (including deterioration of pre-existing illnesses and the consequences of a previous accident):

- of yourself, or of your de jure or de facto spouse,
- of your relatives in the ascending line or descendants and/or those of your spouse,
- of your brothers, sisters, including the children of the spouse, partner or cohabitee of a direct relation the ascending line of the beneficiary, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,
- of your professional replacement provided that his/her name is mentioned when signing up for the trip,
- of the person responsible, during your trip:
 - for looking after your children provided that his/her name is mentioned when the policy is taken out,
 - for the care of a disabled person provided that he/she lives under the same roof as you and that you are the legal guardian and that his/her name is mentioned when the policy is taken out.

CANCELLATION FOR JUSTIFIED REASONS

You are eligible for cover:

- in all cases of Cancellation unforeseeable on the date the policy is taken out, beyond your control and justified,
- as well as in the event of an Attack or Major Event occurring within a 100 km radius of your resort within 8 days prior to the departure date, by way of derogation from the paragraph "WHAT ARE THE LIMITATIONS IN CASE OF FORCE MAJEURE OR SIMILAR EVENTS?" in the "POLICY FRAMEWORK" section.

CANCELLATION FOR ONE OF THE EVENTS MENTIONED ABOVE

- of one or more persons registered at the same time as you (in the same file or in related files) and insured under this policy if, as a result of this withdrawal, you would have to travel alone or with one other person. If you wish to travel alone, additional costs will be taken into account, without our reimbursement being able to exceed the amount due in the event of cancellation on the date of the event. However, for persons in the same tax household, all insured persons in the tax household are covered under the "CANCELLATION" guarantee.

"TRIP CANCELLATION" does not cover the impossibility of leaving due to the closure of borders, the material organisation of the trip by the organiser (tour operator, airline), including in the event of flight only and/or its failure (strike, cancellation, postponement, delay) or the accommodation or security conditions in the destination.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy and appearing in the paragraph "EXCLUSIONS COMMON TO ALL COVER", the following are excluded:

- cancellation caused by a person who was hospitalised at the time your trip was booked or the policy was taken out,
- illness requiring psychotherapeutic treatments (including nervous breakdown) except where this has resulted in hospitalisation for more than 4 consecutive days at the time of the date of cancellation of your trip,
- failure to get vaccinated,
- accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, luge, any aerial sport, as well as those resulting from participation in or training for matches or competitions,

- failure to present, for any reason whatsoever, documents essential for the trip, such as passport, visa, travel documents, vaccination record, except in the case of theft on the day of departure of the passport or identity card duly reported to the competent authorities,
- illnesses, accidents that were initially diagnosed or were the subject of a relapse, deterioration or hospitalisation between the date of purchase of your trip and the date this policy was taken out,
- administrative fees, taxes, visa fees and insurance premiums associated with the trip,
- the consequences of an Epidemic or a Pandemic of any contagious infectious disease or new strains, recognised by the World Health Organization (WHO) or any competent authority in your Home country or in any country you plan to visit or pass through on the trip.

This exclusion does not apply if an Epidemic or Pandemic results in a Serious Illness or the death of an Insured Party, of a family member, of the person responsible for caring for minors or disabled adults for whom you are the legal representative or legal guardian, or of the professional replacement.

4. WHAT AMOUNT DO WE COVER?

We cover the amount of the cancellation costs incurred on the day of the Event triggering the cover, in accordance with the travel organiser's terms and conditions of sale, up to a maximum and with an Excess indicated in the Schedule of Cover Amounts.

5. WHEN SHOULD YOU REPORT THE LOSS TO US?

You must notify the travel organiser immediately and notify us within 5 working days of the Event triggering the cover. To do this, you must send us your claim.

In the event of a late Cancellation and/or declaration, we will only bear the Cancellation costs payable on the date of occurrence of the Loss giving rise to the Cancellation.

LIMITATION OF COVER

The compensation due under this cover may not exceed the actual amount of the penalties charged following cancellation of the trip. Administrative fees, taxes, visa fees and insurance premiums are non-reimbursable.

6. WHAT DO YOU NEED TO DO TO MAKE A CLAIM?

Your claim must be accompanied by:

- in the event of Illness or Accident, a medical certificate specifying the origin, nature, severity and foreseeable consequences of the Illness or Accident, as well as a photocopy of the sick note if you are an employee, and photocopies of prescriptions containing the labels of the medicines prescribed or any analyses and examinations carried out,
- in the event of death, a death certificate and proof of family relationship,
- in other cases, any supporting documents.

The medical certificate must be enclosed in a sealed envelope for the attention of the medical adviser appointed by us.

To this end, you must release your doctor from their medical confidentiality obligation vis-à-vis this medical adviser. Under penalty of forfeiture, the Insured Party invoking application of the cover must submit all the contractually required documents without him/her it being able to avail himself/herself, except in the event of force majeure, of any reason preventing production thereof. If you unreasonably object, you may lose your entitlement to cover.

By express agreement, you recognise our right to make implementation of the cover subject to compliance with this condition.

You must also provide us with any information or document requested from you in order to justify the reason for your Cancellation, and in particular:

- the statements from Social Security or any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original cancellation invoice drawn up by ALSACE CROISIERES - CROISIEUROPE,
- your policy number,
- the registration form issued by the travel agency or ALSACE CROISIERES - CROISIEUROPE,
- in the event of an Accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible and, if possible, witnesses.

SPECIFIC DEFINITIONS

Absolute excess

The amount (or percentage) that in any event remains payable by the Insured Party out of the amount of the compensation due by the Insurer. The excess applies per claim, regardless of the number of victims. Excesses expressed as percentages apply to the amount of compensation due by the Insurer.

Accidental pollution

The emission, dispersion, discharge or deposit of any solid, liquid or gaseous substance in the air, soil or water, resulting from a sudden and unforeseen event and which does not occur in a slow, gradual or progressive manner.

Civil liability

A legal obligation incumbent on any person to make good the damage they have caused to others.

Claim

Any claim for amicable or contentious compensation, made by the victim of damage or his/her beneficiaries and sent to the Insured Party or the Insurer.

Consequential loss

Any financial loss resulting from the total or partial loss of enjoyment of an asset or a right, loss of profit, loss of customers or interruption of a service or activity, and which is the direct consequence of insured bodily injury or material damage.

Home

For the "Private Life Liability while Abroad" cover, the Insured Party's home must be located in mainland France or in the French overseas departments.

Injury

Any bodily injury suffered by a natural person and the resulting damages.

Insured

The following are considered Insured Persons for the "Civil liability for private life abroad" guarantee: Persons domiciled in Continental France or an Overseas Department and having subscribed to this policy.

The other clauses and conditions of the contract are not otherwise waived.

Insurer

For the Private Life Liability guarantee abroad, whose policy number is 35.806.460, the Insurer is TOKIO MARINE EUROPE SA (TOKIO MARINE HCC).

Harmful event

Event that constitutes the cause of the damage.

Land motor vehicle

Machine that moves on the ground (i.e. other than air or naval), without being linked to a railway track, self-propelled (propelled by its own driving force) and used to transport people (even if only the driver) or things.

Loss

Any damage or damages caused to third parties, incurring the liability of the Insured Party, resulting from a harmful event and giving rise to one or more claims. The harmful event is the one that constitutes the cause of the damage.

A set of harmful events with the same technical cause is assimilated to a single harmful event.

Material damage

Any deterioration or destruction of a thing or substance. Any physical harm to an animal.

Third Party

Any person other than the Insured Party.

PURPOSE OF THE COVER

The Insurer covers the Insured Party against the financial consequences of his/her civil liability as a result of bodily injury, material damage and consequential loss caused to third parties during his/her private life. Private life means any activity of a non-professional nature.

DEFENCE

The Insurer assumes the defence of the Insured Party under the conditions referred to in Article 34, paragraph 1.

WHAT WE EXCLUDE

The following are excluded:

- The consequences of the Insured Party's wilful misconduct.
- Damage caused by declared or undeclared civil or foreign war, riots and popular uprisings, acts of terrorism, attacks or sabotage.
- Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters.
- Damage rendered inevitable by the voluntary act of the Insured Party and which causes the insurance policy to lose its aleatory nature covering uncertain events (Article 1964 of the French Civil Code).
- Fines and any other criminal sanctions imposed personally on the Insured Party.
- Damage or aggravation of damage caused:
 - by weapons or devices intended to explode by modifying the structure of the atom's nucleus,
 - by any nuclear fuel, radioactive product or waste,
 - by any source of ionising radiation (in particular any radioisotope).
- The consequences of the presence of asbestos or lead in the buildings or structures belonging to or occupied by the Insured Party, research work, destruction or neutralisation of asbestos or lead, or the use of products containing asbestos or lead.
- The consequences of contractual commitments accepted by the Insured Party and which have the effect of aggravating the liability that would have been incumbent upon it in the absence of said commitments.
- In the United States and Canada:
 - punitive damages or exemplary damages,
 - pollution damage.
- Damage of the kind referred to in Article L.211-1 of the French Insurance Code on the obligation to take out motor insurance and caused by motorised land vehicles, their trailers or semi-trailers owned, kept or used by the Insured Party (including due to falling accessories and products used with the vehicle, and the objects and substances it transports).
- Material damage and consequential loss caused by fire, explosion or water damage originating in buildings owned, rented or occupied by the Insured Party.
- Thefts committed in the buildings mentioned in the previous exclusion.
- Material damage (other than that referred to in the two previous exclusions) and consequential loss caused to property of which the liable Insured Party has custody, use or consignment.
- The consequences of air, sea, river or lake navigation using craft owned, kept or used by the Insured Party.
- Damage caused by weapons and their ammunition, the possession of which is prohibited and of which the Insured Party is in possession without prefectural authorisation.
- Damage that is the subject of a legal obligation of insurance and resulting from hunting.
- Damage caused by animals other than domestic animals.
- Damage caused by category 1 dogs (attack dogs) and category 2 dogs (guard dogs and defence dogs), defined in Article 211-1 of the French Rural Code, and by the wild species tamed or kept in captivity, mentioned in Article 212-1 of the French Rural Code, stray or otherwise, of which the Insured Party is the owner or custodian (Law No. 99-5 of 6 January 1999 relating to dangerous and stray animals and to the protection of animals).
- The consequences of:
 - the organisation of sporting competitions;
 - the practice of sports as the licensee of a sports federation;
 - the practice of aerial or water sports.

It is specified that for all losses occurring in the USA and Canada, the costs of expert fees, lawyers' fees, legal fees and trial fees are included in the amount of the cover and subject to application of the excess.

COVER PERIOD

The cover under this policy is triggered by the harmful event and covers the Insured Party against the financial consequences of losses, provided that the harmful event occurs between the initial effective date of the cover and its termination or expiry date, regardless of the date of the other elements constituting the loss (Article L.124-5 of the French Insurance Code).

AMOUNT OF COVER

The amounts of cover expressed per claim constitute the limit of the Insurer's commitment for all claims relating to the same harmful event. The date of the loss is that of the harmful event. The terms and amounts of cover are those in force on that date. The amount of the cover is set as indicated in the Schedule of Cover Amounts.

WHAT DO YOU NEED TO DO TO MAKE A CLAIM?

You should contact:

TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)
36, rue Chateaudun – CS 30099
75441 PARIS Cedex 09

DEPARTURE IMPOSSIBLE

1. PURPOSE OF THE COVER

This guarantee does not cover the impossibility of departing due to the failure of the organiser (tour operator, travel agency, airline, etc. and/or the insured company, in the material organisation of the trip).

The "DEPARTURE IMPOSSIBLE" cover covers you if you are unable to make your departure flight to your destination on the scheduled date as a result of the total or partial closure of the departure or arrival airport following a case of force majeure.

It is reiterated that with the exception of the aforementioned exemptions, all the conditions of the main policy, in particular the exclusions, remain applicable in accordance with the terms of the General Conditions.

2. WHAT AMOUNT DO WE COVER?

Transport costs (travel between airport and Home):

We will reimburse you, upon presentation of the original supporting documents and up to the amounts provided for in the Schedule of Cover Amounts, for transport costs returning from the airport to your Home after the official announcement of the cancellation of your flight.

'Transport costs' means the sums paid by you to take one of the following modes of transport: taxi, bus, Paris RER, metro or train.

Expenses resulting from postponement of the trip:

If you are forced to postpone your trip and the organisation selling your trip offers you this option, we will reimburse you for the price variation between the price of the new trip and that of the initial trip, up to the amounts provided for in the Schedule of Cover Amounts.

'Price variation' means the difference in price between the new trip and the postponed trip, excluding visa and application fees.

This cover is granted to you provided that the new trip is identical to the one that was postponed, namely: number of people, service provider, duration, destination, identical services for a tour operator, identical booking class for an airline.

In any case, you must justify the variation between these 2 trips by producing for each of them the invoicing including the details of the services.

Cancellation fees in the specific case of a trip organised around an exceptional event, limited in time to the duration of the stay, and specified at the time of booking, which cannot be postponed, among the following cases in particular:

- attendance of a wedding,
- trip to attend an exceptional event (e.g. World Cup football match, Olympic Games, one-off concert, etc.).

We reimburse you for the costs of cancelling the stay to supplement all or part of the reimbursement of the tour operator. No other costs will be covered.

You must provide proof of the planned event and its exceptional and non-postponable nature outside the dates of the stay.

RETURN IMPOSSIBLE

1. NATURE OF THE COVER

The purpose of this cover is to compensate you for your accommodation costs, meals and necessities, up to the limits indicated in the Schedule of Cover Amounts, which remain payable by you in situations that meet the conditions described below.

2. CONDITIONS OF THE COVER

The "RETURN IMPOSSIBLE" cover covers the absolute impossibility of you leaving the place where you are staying on your initially planned return date for a cause with the characteristics of force majeure and meeting the following cumulative conditions:

- independent of your will, unknown and unforeseeable at the time of your departure,
- outside your control, in particular, not related to your state of health, such as the illness or injury of the Insured Party,
- independent of the failure of the organisations responsible for your return journey (tour operator, travel agency, airline, etc.) and/or the service providers used by these organisations, in the material organisation of the trip or in compliance with their legal obligations towards you,
- independent of striking by the aforementioned bodies responsible for carrying out the Insured Party's trip.

The policy covers any extension of stay resulting directly or indirectly from a Natural Disaster or an act of terrorism, notwithstanding the general exclusions of this policy.

You must prove, when making the Claim, that the above conditions are met.

3. SCOPE OF COVER

We reimburse you for the actual accommodation costs (hotel costs, meals and necessities) up to the following limits:

- the amount indicated in the Schedule of Cover Amounts,
- as long as it is absolutely impossible for you to leave the place where you are staying,
- up to a maximum of 5 consecutive nights.

The amounts are reimbursed upon presentation by you of the original receipts (invoices) for the expenses incurred, of the transport ticket for the return initially planned, and of the original invoice for the trip.

MISSED DEPARTURE/BOARDING

If you miss your boarding for departure of your cruise, for a justified cause beyond your control, except in the event of a change of schedule due to the cruise operator, we will reimburse you for the purchase of an air, train or boat ticket to join the cruise at its next stop up to the amount indicated in the Schedule of Cover Amounts.

LUGGAGE AND PERSONAL EFFECTS

1. WHAT WE COVER

We cover, within the limits indicated in the Schedule of Cover Amounts, your luggage, personal belongings and effects outside your Home or your Secondary Residence, against:

- theft,
- total or partial destruction, including damage resulting from damp or water,
- loss during transport by a transport company.

2. REIMBURSEMENT LIMITATION FOR CERTAIN ITEMS

For valuables, pearls, jewellery and watches that are worn, furs, as well as for any device for reproducing sound and/or image and their accessories, hunting rifles and laptop computers, the reimbursement value may not under any circumstances exceed 50% of the insured amount indicated in the Schedule of Cover Amounts.

In addition, the objects listed above are only covered against theft.

If you use a private car, the risk of theft is covered provided that the luggage and personal effects are kept out of sight in the boot of the locked vehicle. Only break-in is covered.

If the vehicle is parked on a public road, the cover is only valid between 7 a.m. and 10 p.m.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy and appearing in the paragraph “EXCLUSIONS COMMON TO ALL COVER”, the following are excluded:

- theft of luggage, personal effects and objects left unattended in a public place or stored in a common room made available to several persons,
- forgotten items, loss (except by a transport company), exchange,
- theft without break-in duly established and recorded by an authority (police, gendarmerie, transport company, ship’s steward, etc.),
- theft committed by staff during the performance of their duties,
- accidental damage due to the spillage of liquids, fats, dyes or corrosives contained in your luggage,
- confiscation of property by the authorities (customs, police),
- damage caused by moths and/or rodents, by cigarette burns, or by a non-incandescent heat source,
- theft from a convertible car and/or estate car or other vehicle that does not have a boot; the cover remains valid provided that the luggage cover supplied with the vehicle is used,
- collections and samples of sales representatives,
- theft, loss, forgetting or damage to cash, documents, books, passports, identity documents, tickets and credit cards,
- theft of jewellery when it has not been placed in a locked safe or is not worn,
- breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,
- indirect damage such as depreciation and loss of use,
- the items designated below: any prosthesis, apparatus of any kind, bicycles, trailers, securities, paintings, glasses, contact lenses, keys of any kind (except those for the Home), documents recorded on tapes or films as well as professional equipment, mobile phones, CDs, DVDs, any multimedia equipment and storage media unless otherwise stated), GPS, sports articles, musical instruments, food products, lighters, pens, cigarettes, alcohol, pieces of art, fishing rods, beauty products, photo films and items purchased during your trip.

4. DELAYED BAGGAGE

In the event that your personal luggage, checked in with the transporting company, is not handed over to you at the destination airport of your outward journey and if it is returned to you more than 48 hours late, you will receive a lump sum compensation set out in the Schedule of Cover Amounts, in order to help with any costs you incurred when purchasing necessities.

This indemnity cannot be combined with the main cover indicated in the Schedule of Cover Amounts.

5. THEFT OF YOUR IDENTITY DOCUMENTS

Within the context of your trip, if your passports, identity card (or residence card), vehicle registration document or driving licence are stolen during your trip, we will reimburse you for the costs of reconstituting these documents, on presentation of supporting documents, **up to the limit indicated in the Schedule of Cover Amounts.**

We will also reimburse you for the cost of replacing the keys to your Home, up to the amount indicated in the Table of Guarantees, and on condition that you have immediately filed a complaint with the nearest police authorities and have made a declaration against receipt to the nearest French Embassy or Consulate.

LIMITATION OF COVER

The compensation due under this cover may not exceed the actual amount of the penalties charged following cancellation of the trip. Administrative fees, taxes, visa fees and insurance premiums are non-reimbursable.

6. WHAT AMOUNT DO WE COVER?

The amount indicated in the Schedule of Cover Amounts constitutes the maximum reimbursement for all Losses occurring during the policy period.

7. HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or loss during transport by a transport company, you will be compensated upon presentation of proof and based on the replacement value with equivalent items of the same type, less obsolescence.

During the first year from the date of purchase, the reimbursed amount will be equal to the purchase value of the baggage or valuable item. The following year, the refund amount will be calculated at 75% of the purchase price. In subsequent years, the value will be reduced by an additional 10%.

In the event of theft, you will be compensated upon presentation of proof and based on the replacement value with equivalent items of the same type.

Under no circumstances will the proportional capital rule provided for in Article L.121-5 of the French Insurance Code be applied.

Our reimbursement will be made after deduction of any reimbursement obtained from the transport company and the excess.

8. WHAT DOCUMENTS DO YOU NEED TO PROVIDE IN THE EVENT OF A CLAIM?

The claim declaration must be received by ASSUREVER within 5 working days except in the event of fortuitous circumstances or force majeure; if this deadline is not met and we suffer harm as a result, you will lose all rights to compensation.

The claim declaration must be accompanied by the following elements:

- a receipt for a complaint filed in the event of theft or a report of theft to a competent authority (police, gendarmerie, transport company, purser, etc.) when the theft occurred during the trip or was lost by a transport company;
- a report of loss or destruction drawn up by the carrier (maritime, air, rail, road) when the baggage or items were lost, damaged, or stolen while in the legal custody of the carrier;
- a copy of the list of items reported damaged or stolen, submitted to the transport company;
- a reimbursement letter from the airline or transport company stating the compensation paid to you;
- the original proof of purchase for the damaged or stolen items;
- in the event of a delivery delay, the report of irregularity drawn up by the transport company, and the baggage delivery slip indicating the date and time of delivery.

Failure to submit these documents may result in forfeiture of your rights to compensation.

The insured amounts cannot be considered as proof of the value of the property for which you are seeking compensation, nor as proof of the existence of such property.

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

If you knowingly use inaccurate documents or fraudulent means to provide evidence, or make inaccurate or withholding statements, you will be deprived of any right to compensation, without prejudice to any legal action we may then be entitled to take against you.

9. WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF THE STOLEN ITEMS COVERED BY 'LUGGAGE' COVER?

You must notify us immediately by registered letter as soon as you find out.

- If we have not yet paid you the compensation, you should take back possession of the items. We will then only be required to pay for any damage or missing items.
- If we have already compensated you, you can opt within 15 days:
 - either for abandonment,
 - or to take back possession of the items and return the compensation you have received, after deduction for damage or missing items.

If you do not make your choice within 15 days, we consider that you are opting for abandonment.

ACCIDENTAL DAMAGE AND THEFT OF SPORTS EQUIPMENT

IN THE EVENT OF THEFT OR TOTAL OR PARTIAL DESTRUCTION OF SPORTS EQUIPMENT

1. WHAT WE COVER

We cover, up to the amount indicated in the Schedule of Cover Amounts, property (specific materials, equipment and clothing) exclusively intended for the practice of a sport, owned or leased by you and located outside your Home or Secondary Residence, against:

- theft,

- total or partial destruction,
- loss during transport by a transport company.

REIMBURSEMENT LIMITATION FOR CERTAIN ITEMS

If you use a private car, the risk of theft is covered provided that the sports equipment is kept out of sight in the boot of the locked vehicle. Only burglary, reported to the competent authorities, is covered.

If the vehicle is parked on a public road, the cover applies only for thefts from the vehicle between 7 a.m. And 10 p.m.

2. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy and appearing in the paragraph “EXCLUSIONS COMMON TO ALL COVER”, the following are excluded:

- theft of property left unattended in a public place or stored in a common room made available to several persons,
- destruction of equipment contained in the vehicle and its boot,
- forgetting, loss (except by a transport company), exchange,
- theft without break-in duly established and recorded by an authority (police, gendarmerie, transport company, ship's steward, etc.),
- theft committed by your staff during the performance of their duties,
- accidental damage due to the spillage of liquids, fats, dyes or corrosives contained in your luggage,
- confiscation of property by the authorities (customs, police),
- damage caused by moths and/or rodents, by cigarette burns, or by a non-incandescent heat source,
- theft from a convertible car and/or estate car or other vehicle without a boot,
- collections and samples of sales representatives,
- breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,
- indirect damage such as depreciation and loss of use,
- damage resulting from earthquake, volcanic eruption, tidal wave or other cataclysm, or flooding, unless these events are declared a natural disaster by the public authorities (ministerial order for France),
- the consequences resulting from use that does not comply with the manufacturer's specifications,
- damage caused to the insured equipment during its repair, maintenance or refurbishment,
- damage resulting from an inherent defect in the insured equipment or its normal wear and tear,
- damage resulting from your gross negligence,
- damage resulting from scrapes, scratches, tears or stains,
- theft committed by insured persons or by members of your family (relatives in the ascending line, descendants, spouse),
- damage due to smoking accidents,
- motorised land vehicles and their accessories, caravans and trailers,
- recreational sail or motor boats, including jet skis,
- aircraft (including hang-gliders, paragliders, gliders), whether or not they are approved,
- pouches, boxes, bags, transport cases or covers containing sports equipment,
- mobile phones,
- glasses (lenses and frames), contact lenses, prostheses and apparatus of any kind,
- computer equipment.

3. WHAT AMOUNT DO WE COVER?

The amount indicated in the Schedule of Cover Amounts constitutes the maximum reimbursement for all Losses occurring during the policy period.

An Excess indicated in the Schedule of Cover Amounts shall be retained per Loss.

4. HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated on the basis of the replacement value for equivalent and similar items, less Wear and Tear and Obsolescence.

Under no circumstances shall the proportional rule provided for in Article L.121-5 of the French Insurance Code be applied.

5. WHAT DOCUMENTS DO YOU NEED TO PROVIDE IN THE EVENT OF A CLAIM?

Your claim must be accompanied by the following:

- the receipt for the police report or declaration of theft to an authority (police, gendarmerie, transport company, ship's steward, etc.) in the event of theft or loss of equipment,
- the carrier's property irregularity reports (sea, air, rail, road) if the sports equipment was stolen or damaged during the period when it was in the carrier's legal custody, as well as the baggage receipt.

If these documents are not presented, we will be entitled to claim compensation from you equal to the resulting damage for us. The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property.

You are required to prove, by any means in your power and by any document in your possession, the existence and value of such property at the time of the Loss, as well as the extent of the damage.

6. WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF THE STOLEN ITEMS COVERED BY 'THEFT OF SPORTS EQUIPMENT' COVER?

You must notify us immediately by registered letter as soon as you find out.

- If we have not yet paid you the compensation, you should take back possession of the items. We will then only be required to pay for any damage or missing items.
- If we have already compensated you, you can opt within 15 days:
 - either for abandonment,
 - or to take back possession of the items and return the compensation you have received, after deduction for damage or missing items.

If you do not make your choice within 15 days, we consider that you are opting for abandonment.

CRUISE INTERRUPTION COSTS

1. WHAT WE COVER

We reimburse you, on a pro rata temporis basis, up to the amounts indicated in the Schedule of Cover Amounts, for accommodation costs incurred with a cruise operator, already paid for and not used (excluding transport), from the day following the event resulting in the trip interruption, in the following cases:

- following your medical transport/repatriation organised by us, under the conditions defined above in the "TRANSPORT/REPATRIATION" paragraph,
- if a close relative (your spouse, a relative in the ascending line or a descendant of you or your spouse) is hospitalised (unplanned hospitalisation) or dies, or if one of your brothers or sisters dies and, as a result, you have to interrupt your stay,
- if a Loss (burglary, fire, water damage) occurs at your Home and your presence is required, and you therefore have to interrupt your trip,
- if a Terrorist Attack or Natural Disaster occurs in your destination during your stay within a 100 km radius of your resort, and you therefore have to interrupt your trip.

2. WHAT AMOUNT DO WE COVER?

The compensation is proportional to the number of unused days of your trip. To determine the compensation, the application, visa, insurance and tip fees, as well as the reimbursements or compensation granted by the cruise operator, will be deducted.

3. REIMBURSEMENT OF UNUSED LEISURE ACTIVITIES IN THE EVENT OF TRIP INTERRUPTION

In addition to the "CRUISE INTERRUPTION" cover, we reimburse you on a pro rata temporis basis for the costs of leisure activities related to the cruise (excursions, activities, etc.) already paid before your departure on the cruise and not used (excluding transport), up to a limit of 3 days and up to the amount indicated in the Schedule of Cover Amounts, if you have to interrupt your cruise for one of the reasons referred to in the "CRUISE INTERRUPTION" cover.

The compensation is calculated on the basis of the total price per person of the activities, evidenced by the original invoices.

Administrative, visa, insurance and tip fees, as well as reimbursements or compensation granted by the organisation from which you purchased your activities, are not taken into account when calculating the compensation.

4. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the policy and appearing in the paragraph "EXCLUSIONS COMMON TO ALL COVER", the following are excluded:

- the consequences of an Epidemic or a Pandemic of any contagious infectious disease or new strains, recognised by the World Health Organization (WHO) or any competent authority in your Home country or in any country you plan to visit or pass through on the trip.

This exclusion does not apply if an Epidemic or Pandemic results in a Serious Illness or the death of an Insured Party, of a family member, of the person responsible for caring for minors or disabled adults for whom you are the legal representative or legal guardian, or of the professional replacement.

POLICY FRAMEWORK

1. EFFECTIVE DATE AND DURATION

The validity period of all cover corresponds to the travel dates indicated on the invoice issued by the travel organiser up to a maximum of 90 consecutive days, with the exception of the "TRAVEL CANCELLATION" cover, which takes effect on the day you take out the policy and expires on the day of your trip departure.

2. WAIVER

Exercise of the right of waiver provided for in Article L.112-10 of the French Insurance Code (HAMON LAW):

Within the context of optional cover, you are asked to verify that you are not already the beneficiary of cover for any of the risks covered by the new policy. If this is the case, you have a right to cancel this policy within 30 (calendar) days of its subscription, free of charges and penalties, if all of the following conditions are met:

- you have taken out this policy for non-professional purposes;
- this policy supplements the purchase of goods or services sold by a supplier;
- the policy you wish to cancel has not been fully executed;
- you have not made any claim under this policy.

In this situation, you may exercise your right to terminate this policy by letter or any other durable medium sent to the insurer of the new policy. The insurer is required to reimburse you for the premium paid within 30 days of your cancellation.

"I, the undersigned, Mr/Mrsresiding atwithdraw from my policy No.taken out with, in accordance with Article L.112-10 of the French Insurance Code. I certify that, to the best of my knowledge, on the date that this letter is sent, no claims have been made under the policy."

If you wish to cancel your policy but do not meet all of the above conditions, check the cancellation terms set out in your policy.

3. HOW IS THE MATERIAL DAMAGE COVERED BY THE INSURANCE APPRAISED?

If the damage cannot be determined by mutual agreement, it is assessed by means of an amicable and mandatory appraisal, subject to our respective rights.

Each of us chooses our own expert. If these experts disagree with each other, they call on a third expert and all three operate jointly and by a majority of votes.

If one of us fails to appoint an expert or if the two experts fail to agree on the choice of a third expert, the appointment shall be made by the Presiding Judge of the District Court of the place where the Loss occurred. This appointment is made on simple request signed by at least one of us, with the person who has not signed being invited to the appraisal by way of a letter sent by registered post.

Each party shall bear the costs and fees of their expert and, where applicable, half of those of the third expert.

4. WHEN WILL YOU RECEIVE YOUR COMPENSATION?

Settlement takes place within 5 days of the agreement between us or the enforceable court decision.

5. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE POLICY?

EXCLUSIONS COMMON TO ALL COVER

The following are excluded, together with their consequences:

- civil or foreign wars, riots, strikes, popular uprisings, attacks, acts of terrorism and hostage-taking, unless otherwise stipulated in the cover;
- the voluntary participation by an Insured Party in riots or strikes, altercations or assault;
- radioactive decay or any irradiation from a radioactive energy source;
- pollution, natural disasters;

- the use of medicines, drugs, narcotics and similar products not prescribed medically, and alcohol abuse;
- the consequences of Quarantine and/or restrictive measures on freedom of movement decided by a competent authority that could affect the Insured Party or a companion before or during his/her trip;
- any intentional act by you that may result in cover under the policy.

6. SUBROGATION

The Insurer is subrogated, up to the amount of the compensation paid and the benefits provided by it, to the rights and actions of the Insured Party, against any person responsible for the events that motivated its intervention.

When the services provided under the agreement are covered in whole or in part through another company or institution, The Insurer shall be subrogated to the rights and actions of the Insured Parties against this company or institution.

7. PRESCRIPTION

Pursuant to Article L.114-1 of the French Insurance Code, any action arising from this policy shall be time-barred two years from the event giving rise thereto. This period is extended to ten years for death cover, with the beneficiaries' actions being time-barred no later than thirty years from this event.

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof;
- in the event of a loss, from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured Party's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the Insured Party or was compensated by the latter.

This limitation period may be interrupted, in accordance with Article L.114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he or she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is reiterated that:

- A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he or she was time barred interrupts the limitation period against all the others, even against their heirs.
- On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code).

A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a loss;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured Party with regard to the action for payment of the premium, and sent by the Insured Party to the Insurer with regard to the payment of the claim compensation).

8. HANDLING OF COMPLAINTS

1. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your insurance cover listed below, you can contact ASSUREVER on +33 (0)1 73 03 41 01:

- Cancellation or modification
- Departure impossible
- Return impossible
- Missed Departure/Boarding
- Baggage
- Damage and theft of sports equipment
- Cruise interruption costs

If your oral complaint is not satisfied, please write to us either by email at: reclamation@assurever.com or by post at:

ASSUREVER
Complaints Department
TSA 52216
18039 BOURGES Cedex

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

2. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your Private Life Liability while Abroad cover, you can contact MUTUAIDE on +33 (0)1 55 98 88 17.

If your oral complaint is not satisfied, please write to us either by email at: reclamations@tmhcc.com or by post at:

TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC)
36, rue Chateaudun – CS 30099
75441 PARIS Cedex 09
Tél : 01 53 29 30 00 – Fax : 01 42 97 43 87

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

9. SUPERVISORY AUTHORITY

The authority responsible for the supervision of MUTUAIDE Assistance is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92459 – 75436 Paris Cedex 9.

10. PERSONAL DATA

The Insured Party acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations relating to the protection of personal data in force and that furthermore:

- the answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured Party may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or the reduction of compensation (Article L.113-9 of the French Insurance Code);
- the processing of personal data is necessary for the subscription and performance of his/her policy and its benefits, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force;
- the data collected and processed are retained for the period necessary for the performance of the policy or legal obligation. These data are then archived in accordance with the periods provided for by the provisions relating to limitation periods;

- the recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and covers, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.
The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.
Information concerning him may also be transmitted to the Subscriber to the collective insurance contract, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control);
 - in its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.
Data and documents concerning the Insured Party are retained for a period of five (5) years from the termination of the policy or the termination of the relationship;
 - his/her personal data may also be used in the context of processing to combat insurance fraud, which may lead, where applicable, to inclusion on a list of persons presenting a risk of fraud.
This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.
In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).
In the event of a fraud alert, the data is retained for a maximum of six (6) months to support the alert and is then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.
For persons registered on a list of suspected fraudsters, the data concerning them are deleted after the period of five years from the date of registration on this list;
 - in its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, or during its performance or as part of the management of disputes;
 - personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers;
 - his/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union;
 - the Insured Party has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter are necessary for the policy or when he/she has consented to the use of such data.
He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.
These rights may be exercised with the Data Protection Officer of the Insurer:
by email: at DRPO@MUTUAIDE.fr
or
by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex.
- If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (French Data Protection Authority).

11. SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured Party relating to the determination and payment of benefits shall be submitted by the first party to act, in the absence of an amicable resolution, to the competent court of the Insured Party's domicile in accordance with the provisions of Article R.114-1 of the French Insurance Code.

12. APPLICABLE LAW AND JURISDICTION

This policy is governed by French law. The contracting parties declare that they submit to the jurisdiction of the French Courts and waive any proceedings in any other country.

13. LANGUAGE USED

The language used in pre-contractual and contractual relations is French.

14. CONTRACT

The insurance cover excluding Private Life Liability while Abroad stipulated in this document is taken out with the Insurer, under number 9526.

The Private Life Liability while Abroad cover is taken out with TOKIO MARINE EUROP SA (TOKIO MARINE HCC).

In case of legal problems with this contract, only the French version will be taken into consideration.

ASSUREVER

TSA 72218 - 18039 BOURGES CEDEX

Tel.: +33 (0)1 73 03 41 01

A French *Société Anonyme* (Public Limited Company) with share capital of
€41,320 - Entered in the Paris Trade and Companies Register under
No. B 384 706 941

Insurance brokerage and management firm

Financial guarantee and professional civil liability insurance

In accordance with Articles L.530-1 and L.530-2 of the French Insurance Code



The insurance cover stipulated in this document is taken out
with Mutuaide Assistance, under number 9526.

ASSUREVER insures your trips

ASSUREVER, the French leader in travel brokerage, has always prioritized the customer and innovation at the heart of its development with a single ambition: to insure your travels with complete freedom.

ASSUREVER designs, manages and distributes specialized solutions for travel insurance and assistance, professional liability, financial guarantee, coach and automobile fleet, health and welfare, damage to premises, as well as assistance and insurance services for individuals, professionals and businesses.

With 55 employees, ASSUREVER supports you every day.

ASSUREVER

EXPERIENCE:

ASSUREVER has been an independent wholesale broker and manager for over 35 years, specializing in the creation, distribution, and management of insurance and assistance policies in the tourism sector. This brokerage status allows it to work with the best insurance companies.

PERFORMANCE:

In 2023, ASSUREVER insured more than 1.6 million people worldwide and managed more than 26,000 claims.

OUR COMMITMENTS:

- Guide you in your choice of coverage
- Protect you as closely as possible to your needs
- Support you before and during your stay

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YOUR TRAVEL AGENCY



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A French *Société Anonyme* (Public Limited Company) with share capital of €41,320 - Entered in the Paris Trade and Companies Register under No. B 384 706 941
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