

# Our General Conditions of Sales

# **BOARD OF THE AMOUNTS OF GUARANTEES**

COVERS	AMOUNTS AND LIMITES
CANCELLATION OF TRAVEL Reimbursement of penalty fees in case of cancellation or modification of travel for cause.	€ 4 000 per rental house or campsite € 30 000 per incidence € 15 Deductible
TRAVEL INTERRUPTION Reimbursement of unused travel expenses paid in case of eva- cuation or early return	Time-apportioned basis Up to € 3 500 per rental and € 25 000 per incidence

cuation or early return Up to € 3 500 per rental and € 25 000 per incidence	
COVERS	AMOUNTS AND LIMITS
DELAYED ARRIVAL Reimbursement for the unused reserved period caused by delay of the reasons covered in title of the "Cancellation of Travel" cove	
DESTRUCTION OF CAMPING EQUIPMENT Reimbursement of rental costs for similar equipment in case can breaks	€ 250 maximum per replacement – 7 day maximum
DESTRUCTION OF PERSONAL BELONGINGS Reimbursement of basic necessities following a flood or campgr fire.	€ 250 maximum per person or € 1 500 per incidence
RE-HOUSING FOLLOWING BAD WEATHER Reimbursement of accommodation costs following an evacuation due to bad weather.	€ 60 maximum per person and per night – 5 night maximum € 1 800 maximum per incidence
LIABILITY AND HOLIDAY HOME INSURANCE In case of fire, explosion, water damage to the property and fixto premises.	ures of the rented Up to € 1 500 000
EVACUATION ASSISTANCE Medical evacuation Evacuation of family members	Actual costs. Simple return ticket.
Repatriation of deceased body Funeral expenses Family members return in the event of the Insured's death Early return Medical expenses:	Acual costs. € 800 Simple return ticket. Simple return ticket.
Every destination Emergency dental care	€ 5 000 € 100

This Table of Guarantees introduces the covers that are outlined in detail in the following information notice. These covers apply for travel lasting a maximum of 90 days.

# **CHAPTER 1 - DEFINITIONS**

THE FOLLOWING DEFINITIONS APPLY TO ALL COVERS, EXCEPT THOSE THAT APPLY TO ONLY ONE SPECIFIC COVER.

For the purposes of this contract, the following terms are defined:

**Accident:** Any bodily injury, unintentional on the Insured's behalf, from a sudden and unforeseeable event caused by an external force, occurring while the victim is insured.

Accident or previous illness: Every temporary or permanent bodily injury suffered by the Insured that is established by a competent medical authority, before travel registration, not having been the result of an initial diagnosis, a relapse, an aggravation or hospitalization during the 30 days preceding the purchase of travel.

Assistance provider: CHARTIS, mandated by the Insurer.

**Basic necessities:** Clothes and personal toiletries that allow the Insured to temporarily cope with the unavailability of his/her personal items.

**Beneficiary:** For every cover, the beneficiary is the insured, except if stated otherwise in the contract.

**Child:** The lawful children, natural or adopted by the Insured and/or his/her spouse.

**Civil war:** Armed opposition of two or more parties belonging to the same state where the opponents differ in ethnicity, faith, or ideology. The following events are also considered as civil war: an armed rebellion, a revolution, sedition, an insurrection, a coup d'état, consequences of martial law, border closure ordered by the government or local authorities. It is the Insurer's responsibility to prove that the claim resulted from one of the military actions of civil war.

**Claim:** The happening of an event provided for in the contract. All claims made out of one and the same original cause shall be considered one single insurance claim.

**Deductible:** Fixed amount stated in the contract that are the Insured's out-of-pocket expenses in case of indemnification following a claim.

The deductible can also be given by the hour, the day, or as a percentage.

In this instance, the relevant cover shall apply up to the expiry of the prescribed time or beyond the set percentage.

**Domicile:** The Insured's place of habitual residence the day of his/her application in France (France, Corsica, French Overseas Departments and Territories, Mayotte,

St. Barthelemy and St. Martin) or in one of the member countries of the European Economic Area and the Principality of Monaco).

The fiscal address is considered the domicile in case of litigation.

**Epidemic**: Rapid spreading of an infectious and contagious disease reaching a great number of people at any given place and at any given moment, attaining a minimum of level 5 classification according to WHO (World Health Organization) standards.

**Europe:** The countries of the European Economic Area (including the French Overseas Departments and Territories) as well as Switzerland and the Principalities of Monaco and Andorra.

**Family:** The spouse of the Insured, the father, the mother, the grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters, brothers of the insured and/or his/her spouse.

**Foreign:** Country other than where the Insured is domiciled.

**Foreign war:** Armed opposition, declared or not, of one state towards another. The following events are also considered as foreign war: an invasion, a state of siege. If an accident occurs, it is the Insured's responsibility to prove that the claim resulted from something other than the military actions of foreign war.

**France :** France, Corsica, Principality of Monaco and the French Overseas Departments and Territories.

French Overseas Departments and Territories Guadeloupe, Martinique, Guyane and Reunion.

**Guarantee certificate:** Document printed by the Insured or his/her agent, on which appears his/her name and surname, beginning and ending travel dates, and identification number.

**Hospitalisation:** Medical treatment received in a hospital facility for a minimum stay of 24 consecutive hours. The following are considered to be hospital facilities: hospitals or clinics qualified to perform medical procedures and treatments on ill or injured persons, possessing local administrative authorization to perform such practices and having a sufficient number of adequate personnel are considered as hospital facilities.

**Illness:** Any health impairment or bodily harm occurring during the valid cover period and established by an authorized medical authority during the same period.

**Insurance application:** Document duly completed and signed by the Insured, on which appears his/her name and surname, address, travel dates, country of destination, cover period, options chosen if applicable, the formation date of the document and the price of the corresponding insurance fees.

By extension, this document can also be the travel registration form established by the Service Provider and its client.

The applications with corresponding insurance fees that have been paid are only considered by the Insurer in case of a claim.

**Insured**: The client whose name and surname appear on the insurance application, having paid the corresponding fees.

**Insurer:** Chartis Europe SA., board of directors and supervisory board.

Business governed by the French insurance code, capital stock €47 626 240. Company Headquarters: Chartis tower – PARIS LA DEFENSE – 34 Place des Corolles – 92400 COURBEVOIE. R.C.S. Nanterre 552 128 795 – VAT EEC FR 41 552 128 795

Management center for insurance applications and fees The Gritchen Affinity society, mandated by the Insurer.

**Maximum per claim:** In the situation where the cover is exercised in favour of several Insureds, victims of the same event, the Insurer's cover is in all cases limited to the maximum amount specified in this cover regardless of the number of victims. As a result, the insurance benefits are reduced and paid in proportion to the number of victims.

**Natural disasters:** Natural occurrence, forest fire or pollution, according to the law N° 86-600 of July 13, 1986 as amended, resulting in a ban from the location, by the authorities during all or part of the travel period.

**Policy Holder:** Gritchen Affinity, acting for the accounts of its clients.

**Serious accident:** Every bodily injury, unintentional on the resulting victim's behalf, from a sudden and unforeseeable action caused by an external force, established by an authorized medical authority, which prohibits any bodily movement from the victim's own efforts.

**Serious Illness:** Any brutal impairment to the victim's health, observed by an authorized medical authority, involving the termination of all professional or other activity, and including a guarded prognosis or long-term treatment requiring intense medical treatment generally with hospitalization for check-ups and treatment.

**Service Provider:** The travel organizer or company (tour operator, travel agency, carrier or airline, real estate agency, tourism office, reservation call center, spahotels, associations, works counsels...).

**Spouse:** The husband or wife of the Insured, not legally separated, the partner or any person having signed a PACS (contract of civil union) with the Insured and living at the same household.

**Territoriality (according to the contracts):** Europe.

**Travel:** The Insured's period of travel lasting less than three months where the dates and destination appear on the insurance form.

# **CHAPTER 2 – NATURE AND AMOUNT AND**

#### **EXCLUSIONS OF COVERS**

This contract is a group insurance contract taken out with the Insurer by the Policy Holder and governed by these general terms and special conditions, as well as the French insurance code.

The scope of the covers, the terms of implementation and every other useful provision are laid out in this document and Special Conditions.

This insurance contract is meant to cover, in the limited conditions defined hereunder, the subscribers to the present contract during his/her worldwide travel.

It is agreed that these covers and benefits cannot be applied independently from one another.

#### This is a fixed-term contract.

The corresponding fees are not reimbursable.

Only the present contractual terms and information contained on the Insured's insurance application are applicable in the case of a claim or litigation between the parties.

#### Effective dates and duration of covers

#### For insurance covers

The insurance covers "Travel Interruption", "Destruction of camping equipment", "Destruction of Personal belongings", "Re-housing following bad weather", "Liability insurance", take effect on the date of travel departure and during travel for the dates and destinations indicated on the insurance application. The insurance covers discontinue automatically on the date of return or on the end date indicated on the insurance application.

The covers "Cancellation of Travel" and "Delayed arrival" take effect as soon as the Insured adheres to this contract conforming to the indicated information on his/her insurance application. The insurance covers discontinue automatically on the date of departure (or arrival of the Insured at the place agreed upon with the Service Provider), upon arrival at the place of stay and throughout means of individual transportation or through the transfer of rental keys.

# For assistance covers

The assistance covers take effect on the date of departure or the beginning of travel in the instance where the Insured is using his/her own individual transportation, and discontinue automatically their effect upon the date of return or on the end date of travel indicated on the insurance application.

The dates of departure and return, and/or beginning and ending of travel, are those indicated on the invoice the Service Provider delivers.

# ARTICLE 1 - COVER FOR CANCELLATION OR MODIFICATION OF TRAVEL

For the purposes of this cover, the following terms are defined:

#### Cancelation fees

The amount of fees contractually due to the Service Provider by its client and represented in the Special Conditions of sale by the Service Provider to the Insured during the signing of the travel registration form.

The cancellation cover must be selected during the same time as travel reservation, or at the latest, before the beginning of the cancellation schedule.

#### Purpose of the cover

The cover provides for the reimbursement of travel cancellation or modification fees, concurrent with the amounts given in the "Table of Guarantees" above, which remain the responsibility of the insured and billed by the tour under its General Conditions of sale, deduction of travel taxes (for example, airline taxes), insurance premiums and recording fees, if the Insured cannot leave for one of the following reasons:

Death, Accident or Serious Illness, Hospitalization, including relapses or aggravations of an Accident or Previous Illness contracted prior to registration of travel or this cancellation cover (the date of the first medical diagnosis of the aggravation, of its development or its relapse, understanding that this date will be taken into account for calculating the reimbursement amount):

- a. of the Insured
- b. of his/her spouse
- c. of one of the Insured's Family members or a person regularly living with the Insured.
- d. of the Insured's professional replacement or person in charge of watching the children, whose name is specified on the insurance application.
- e. of the person accompanying the Insured during travel Hospitalization lasting more than 48 hours or the death of an uncle, an aunt, nephews and nieces of the Insured, or of his/her spouse.

Damaged material (more than 50% destroyed) or heavy theft, occurring at the Insured's Domicile or business premises of which he/she is the property owner, renter, or occupant at no-charge, and any place which requires his/her presence to mitigate damages.

Pregnancy complications suffered by the Insured, pathological pregnancy, miscarriage, therapeutic abortion, the consequences of childbirth before the 28th week of pregnancy.

Pregnancy not known at the time of travel registration and contradicting travel by its nature.

Layoff of the Insured or of his/her Spouse, as long as the layoff occurred before registering for this cover.

Notification of having to resit a University exam at a date that interrupts with travel, and not being aware of the resit date before registering for this cover.

Contraindication and following vaccination.

Depressed state, physical/mental Illness, or nervous disorder requiring Hospitalization for more than 4 consecutive days.

Severe damage to the Insured's vehicle, in the 48 hours before departure and in the instance where the Insured can no longer use his vehicle to travel to the place of stay.

Obtaining a salaried employment or a paid internship

before departure while the Insured was enrolled in the ANPE (French National Employment Agency), excluding extension, renewal, or modification of work or internship contracts. (Example: A temporary contract becoming a rolling contract).

Cancellation or modification of the Insured's paid holidays designated by his/her employer, while they were granted by the employer before travel registration and before entering into this contract (in this instance, a deductible of 25% applies), excluding those who are self-employed, legal representatives and directors of a business, independent workers, and artisans.

Transfer of office requiring the Insured to move as long as the transfer was unknown before the time of purchasing travel (in this instance, a deductible of 25% applies), excluding those who are self-employed, legal representatives and directors of a business, independent workers, and artisans.

Tourist visa refused by the authorities of the chosen country for travel once a valid request was made within the requested deadline, provided that no other request was made previous and had already been refused by the proper authorities for an earlier trip.

Theft of identity card or passport occurring 48 hours before the date of departure if the documents are indispensable for travel (In this instance, a deductible of 25% applies).

A summons for a date falling within the planned travel dates and unknown at the time of registering for this cover, not being deferrable and requiring his/her presence for one of the following administrative reasons: a. Summons in preparation for child adoption,

- b. Summons as a witness for a jury trial,
- c. Summons for an organ transplant.

If, for one of the guaranteed events, the Insured prefers to replace his travel reservation with another person rather than cancel his/her trip, the Insurer will pay for the changing fees for the person billed by the Service Provider.

Natural disaster (according to the law  $N^{\circ}$  86-600 of July 13, 1986 as amended) happening at the place of travel, resulting in a travel ban for the site (district, area...) by the local authorities or prefecture during all or part of the travel period appearing on the reservation, and happening after entering into this contract.

Ban from the site (district, area...) within a 5 km radius around the travel destination, by the local authorities or prefecture, following marine pollution or an epidemic.

Cancellation of one of the persons accompanying the Insured (maximum of 9 persons) registered at the same time as the Insured and insured by the same contract, the reason for cancellation being one of the aforementioned reasons. Notwithstanding, if the Insured wishes to leave without this person, the Insurer will reimburse the additional accommodation fees resulting from the cancellation, or single cabin fees only if the cancellation file merits a reimbursement.

### Specific exceptions to the cancellation cover

In addition to the common exceptions indicated in Chapter 2, article 9, the following are exceptions:

Accidents or illnesses that were first diagnosed, treated, relapsed, aggravated, or required Hospitalization between the travel reservation date and the date of application for the cancellation cover.

Mental Illnesses or Nervous disorders resulting in Hospitalization lasting less than 4 consecutive days.

Medical interventions that the Insured has control over, except in case of a medically recognized necessity.

Cancellations resulting from periodic inspection reviews. Cancellations resulting from a neglected vaccination.

Cancellations resulting from not having required travel documentation.

Cancellations by the carrier or organizer for whatever reason.

Consequences of earthquakes, volcanic eruptions, tidal waves, floods or natural disasters except in the conditions listed in the law N° 86-600 of July 13, 1986.

#### Cancellation fee reimubrsement calculation

The Insurer reimburses the sums actually paid by the Insured and the cancellation or modification fees owing under the terms of this contract, concurrent to the amounts provided for in the "Table of Guarantees" above and the contractual amount of the rental, deducting transport taxes (for example, airline taxes), insurance premiums and documentation fees.

# Specific measures to take in case of cancellation or modification of travel

In addition to the provided clauses in the Chapter entitled "WHAT TO DO IN CASE OF A CLAIM", the Insured or his/her representative must:

Immediately inform, except in unforeseeable circumstances and force majeure, the Service Provider, of the impossibility to travel.

The travel reimbursement is calculated in relation to the Cancellation Timetable and the date the Insured is first aware of the event leading to Cancellation according to this cover.

Any changes, even those unforeseeable by the Insured, shall not be considered and would potentially result in penalties.

Notify the Management center (see chapter 2, article 10.2) by certified mail, within 5 working days from when the Insured has first knowledge of the claim. After this time, the Insurer reserves the right to decline this cover.

### ARTICLE 2 – TRAVEL INTERRUPTION COVER

# Purpose of the cover

This cover provides the reimbursement of the portion of ground expenses on a time-apportioned basis, concurrent with the amounts provided for in the "Table of Guarantees", if the Insured must interrupt his/her travel for reason of: medical evacuation of the Insured, a member of the Insured's family, or his/her travel companion insured by this contract, in the "Evacuation Assistance" cover carried out by the Assistance Provider or another Assistance company,

of an early return due to:

Hospitalization lasting more than 48 consecutive hours or death of a family member or the Insured, or

Substantial property damage, (more than 50% destroyed) occurring at the Domicile or business premises of which he/she is the property owner, renter, or occupier at nocharge, and any place which requires his/her presence

to mitigate damages.

# Specific exceptions to the travel interruption cover

In addition to the common exceptions indicated in Chapter 2, article 9, the following are exceptions:

Accidents or illnesses that were first diagnosed, treated, relapsed, aggravated, or required Hospitalization between the travel reservation date and the date of application for the cancellation cover.

Mental Illnesses or Nervous disorders resulting in Hospitalization lasting less than 4 consecutive days. Medical interventions that the Insured has control over, except in case of a medically recognized necessity. Cancellations resulting from periodic inspection reviews. Cancellations resulting from a neglected vaccination. Cancellations resulting from not having required travel documentation.

Cancellations by the carrier or organizer for whatever reason.

Consequences of earthquakes, volcanic eruptions, tidal waves, floods or natural disasters except in the conditions listed in the law N° 86-600 of July 13, 1986.

# ARTICLE 3 - DELAYED ARRIVAL COVER

The Insurer guarantees reimbursement to the travel beneficiary on a time-apportioned basis based on the unused periods due to late arrival to rental accommodations or hotel rooms, resulting from one of the incidents listed in the Cancellation Guarantee above.

# SPECIFIC EXCEPTIONS TO THE TRAVEL INTERRUPTION COVER

In addition to the common exceptions indicated in Chapter 2, article 9, the following are exceptions:

Accidents or illnesses that were first diagnosed, treated, relapsed, aggravated, or required Hospitalization between the travel reservation date and the date of application for the cancellation cover.

Mental Illnesses or Nervous Disorders resulting in Hospitalization lasting less than 4 consecutive days. Medical interventions that the Insured has control over, except in case of a medically recognized necessity. Cancellations resulting from periodic inspection reviews.

Cancellations resulting from a neglected vaccination.

Cancellations resulting from not having required travel documentation.

Cancellations by the carrier or organizer for whatever reason.

Consequences of earthquakes, volcanic eruptions, tidal waves, floods or natural disasters except in the conditions listed in the law N° 86-600 of July 13, 1986.

# ARTICLE 4 – DESTRUCTION OF CAMPING EQUIPMENT

The Insurer reimburses the camping equipment rental fee, concurrent with the amount listed on the Table of Guarantees, following accidental destruction of the Insured's personal equipment during assembly or use, and making it unusable.

SPECIFIC EXCEPTIONS TO THE DESTRUCTION OF CAMPING EQUIPMENT COVER

In addition to the common exceptions indicated in Chapter 2, article 9, the following are exceptions: Damage resulting from material deficiency, from its lack of upkeep, normal and natural wear and tear.

#### ARTICLE 5 – DESTRUCTION OF PERSONAL BELONGINGS

The Insurer covers the cost of basic necessities concurrent with the amount listed on the Table of Guarantees, if the Insured's personal belongings are rendered useless following a flood or fire at the campsite or rental house.

### ARTICLE 6 – RE-HOUSING FOLLOWING BAD WEATHER

The Insurer covers the cost of re-housing of the Insured in a hotel room or similar type of furnishing initially reserved, concurrent with the amount listed on the Table of Guarantees, if the campsite must be evacuated for reasons of security following bad weather, upon the order to evacuate given by the authorized persons (Camping director, police, fire station, area authorities).

#### ARTICLE 7 - LIABILITY AND HOLIDAY HOME INSURANCE

The Insurer guarantees, concurrent with the amount listed on the "Table of Guarantees", the financial consequences of civil liability caused by the Insured, the members of his/her Family and the personal living with him/her, as tenants or temporary occupants of the holiday rentals reserved, for material and immaterial damages caused by fire, explosion or water damage originating in the accommodation, to:

# The landlord of the rental premises

For material damages caused to the premises occupied by the Insured and the furniture therein (rental risk)
For material damages caused by other tenants that the Insured must indemnify (rental disturbances)
From neighbours and Third Parties for material and immaterial damages caused by fire, explosion or water damage.

In the case of material or immaterial damages, a non-reducible deductible will be deducted from the indemnity amount.

The cover is triggered by the harmful event.

For the purposes of this cover, the following terms are defined:

# Material Damage

Any alteration, deterioration, loss, and/or destruction of one thing or substance, including physical harm to animals

#### Immaterial Damage

Damage other than material, and notably any financial loss resulting from the deprivation of the enjoyment of a right. It is characterized as consecutive immaterial damage when it is the direct consequence of a guaranteed material damage.

Harmful Event

An event which is the generating cause of the damage. A group of harmful events having the same technical cause is considered as only one harmful event.

#### Third Parties

Any physical person excluding the Insured, members of his/her Family, ancestors and descendants, as wells as persons accompanying the Insured, the Insured's service workers, salaried or not.

#### Liability claim

Consisting of a claim of damages or group of damages to a Third Party, requiring the Insured's participation, resulting from the Harmful Event, causing one or more lawsuits or complaints by the injured Third Party.

# SPECIFIC EXCEPTIONS TO THE LIABILITY AND HOLIDAY HOME INSURANCE

In addition to the common exceptions indicated in Chapter 2, article 9, the following are exceptions:

Damages resulting from:

Hunting activities.

Operation of any motor vehicle as well as any device for aerial navigation, maritime and inland waterways navigation.

The exercise of a professional activity.

Immaterial damages except when they are the direct consequence of accidental guaranteed material damages.

Damages caused or provoked intentionally by the Insured.

Consequences of all material claims personally affecting the Insured as well as the members of his/her family or any other person also insured in this contract.

Damages, unless there was a blaze or explosion, occurring because of an excess of heat, of exposure near or contact with a light or a home, fumes, combustibles projecting or falling; burns on clothes; total or partial destruction of fallen objects, thrown or set down in or on a home.

The following are also excluded from the cover:

Any damage not involving civil liability of the renter.

Any damage to goods and objects belonging to the renter.

Any damage to properties where the Insured is the property owner.

Damages to animals belonging to or entrusted with the Insured.

Damages caused by associates, agents and employees of the Insured in the scope of their employment.

Damages consecutive with voluntary damage, from cigarette burns or any other smoking device.

Any damage caused by humidity, condensation, fog, or smoke.

Devices for the Insured's use which break.

Damages caused to lamps, fuses, electronic tubes, cathode-ray tubes, semi-conductor crystals, heating elements and electric blankets.

Costs associated with the repair, disgorgement, or replacement of faucet, and plumbing/heating devices. Theft of objects left in the courtyard, terrace, and gardens.

Theft of objects left in common areas accessible to other occupants, except in the case of burglary.

Theft or loss of Holiday rental keys.

Damages sustained while the premises containing the insured objects are occupied by third parties other than the tenant, his/her workers, or persons authorized by him/her

Damages sustained during a non-conforming use of the rental contract.

Consequences of contractual engagements outside the scope of those the beneficiary is legally bound.

# ARTICLE 8 – EVACUATION ASSISTANCE, MEDICAL EXPENSES

#### evacuation assistance

### general operating terms

It is imperative that for every intervention, the Insured or his/her representative must contact the Assistance Provider beforehand. The contact information is given in the chapter entitled "WHAT TO DO IN CASE OF A CLAIM". In every case, only medical authorities of the Assistance Provider are authorized to decide whether to evacuate, the means of transportation, and the place of Hospitalization and if necessary, contact the doctor on place and/or the family doctor.

Reservations are made by the Assistance Provider who has the right to ask the Insured for unused travel tickets. The Assistance Provider is only responsible for fees associated with those the insured would have normally had to pay for his/her return.

#### nature of benefits and covers

Transport of the Insured to a medical center
The Assistance Provider is responsible for the transport of
the Insured to an appropriate Medical establishment.
According to the seriousness and the circumstances, the
Insured is transported by 1st class rail, in a seating position,
couchette or sleeping-car, ambulance or patient

transport service, regular airline in a seating position or in a stretcher, private air ambulance.

Repatriation of the Insured to his/her Domicile

The Assistance Provider repatriates the Insured to his/her Domicile when he/she is in a state to leave the medical establishment. The repatriation as well as the means best suited is decided by the Assistance Provider under the same terms as above.

Repatriation of the body in case of the Insured's death In the case of the Insured's death occurring during travel, the Assistance Provider is responsible and organizes transport of the body or the Insured's ashes to the place of burial in his/her country of Domicile.

The funeral expenses are taken care of according to the amounts indicated on the Table of Guarantees.

The Assistance Provider possibly organizes and is responsible until the burial site, for the return of the Family members accompanying the Insured and covered by this same contract, if the travel tickets originally purchased for them are not used.

### Return of travel companions

If the Insured is hospitalized or repatriated by the

Assistance Provider, the latter organizes and is responsible for:

The Spouse and/or children of the Insured, or for a maximum of two members of his/her Family or for one person who is unrelated, Beneficiaries of this contract, included on the same insurance application than the Insured's and travelling with him/her.

Return travel costs to the Domicile or burial site, either an economy airline ticket or a first class rail ticket, provided that the travel tickets originally purchased for travel cannot be used.

#### Early return of the Insured

The Assistance Provider organizes and is responsible for the return to the Domicile of the Insured, and the members of his/her family equally insured accompanying him/her, provided that the travel tickets initially purchased can no longer be used, in case of:

Death of a member of the Insured's Family, of the Insured's professional replacement or person in charge of watching the minor or handicapped children.

Hospitalization of a family member lasting more than 48 hours.

Severe material damage, caused by fire, explosion, theft, or by natural forces to the Domicile or to the business premises of which he/she is the property owner, renter, or occupant, of more than 50% destruction, and which absolutely requires his/her presence to mitigate damages.

In the instance where the Insured does not call on the Assistance Provider to organize his/her return, and decides to return by his/her own means, the Insurer will reimburse the Insured his/her travel expenses up to the amount indicated on the "Table of Guarantees".

# Exceptional circumstances

The Assistance Provider's obligation is one of services, not results

The Assistance Provider cannot be held responsible for the non-performance or delays in performance of the covers caused by Civil War or Foreign War either declared or not, general mobilization, commandeering of men and/or material by the authorities, every act of sabotage or terrorism, every social conflict such as strikes, riot, grass-roots movement, every restriction of free movement of goods and persons, natural disasters, effects of radioactivity, epidemics, any infectious or chemical risk and every case of force majeure.

### medical expenses

# purpose of the cover

The cover provides reimbursement of medical expenses (care, Hospitalization costs, pharmaceutical costs, and ambulance fees) occurring because of an Accident or an Illness that the Insured suffers during Travel, up to the amount specified in the "Table of Guarantees" above.

These expenses must be exclusively dictated by a medical authority holding diplomas or authorizations required in the country where he/she practices and must be legally authorized to practice his/her trade.

This cover is limited to reimbursements of actual fees that the Insured incurs.

For the Insureds that are French nationals Domiciling in France or in the European Economic Space, the Insurer's cover acts as a complement to reimbursements given by French Social Security or any other equivalent organization that takes care of reimbursement.

# Specific actions to take in case of hospitalization:

In case of Accident or Illness of the Insured which requires Hospitalization, The Insured (or his/her legal representative) must beforehand, except in cases of force majeure, contact the Assistance Provider who will give him/her the location of the nearest approved hospital to the place the Insured is located. If, because of his/her condition, the Insured (or his/her legal representative) is unable to establish contact before Hospitalization, he/she will contact the Assistance Provider as soon as his/her condition will permit.

In the absence of such, Hospitalization fees cannot be directly controlled by the Assistance Provider and will only reimburse up to 90% of actual fees, within the limited amount specified in the "Table of Guarantees".

#### Advance of Hospitalization expenses

If the Insured is outside his/her country of domicile, making it impossible to settle his/her medical fees for Hospitalization resulting from an Illness or an Accident which occurs during the cover period indicated on the Insurance application, the Assistance Provider can, at his/her request, make an advance payment, in the amount limits specified on the Table of Guarantees, in exchange for a deposit cheque with an amount corresponding to estimated expenses

The Insured must take the necessary steps with his/her basic social organization, his/her mutual insurance company and every other insurance or contingency organization where he/she can make a claim. The Insured is responsible to reimburse the Assistance Provider the amount of hospitalization fees covered by these organizations within 3 months counted from the date of return to his/her country of domicile.

In cases where the Hospital refuses to accept the Assistance Provider's direct responsibility for expenses, the Insured will pay the expenses in advance and will be reimbursed 100% of the actual fees, up to the amount specified per person and per file in the Table of Guarantees above.

#### Details of maximum cover amounts

Medical expenses without Hospitalization: 100% of actual costs up to the amount specified per person and per file in the Table of Guarantees and ordinary expenses that are necessary and non-excessive.

Medical expenses from Hospitalization: 100% of actual costs up to the amount specified per person and per file in the Table of Guarantees and ordinary expenses that are necessary and non-excessive. 90% of actual costs up to the amount specified per person and per file in the Table of Guarantees when the Insured is hospitalized in an establishment not agreed upon beforehand with the Assistance Provider.

Emergency dental care: 100% of actual costs up to the amount specified per person and per file in the Table of Guarantees and ordinary expenses that are necessary and non-excessive for costs brought about by emergency dental procedures (unable to be postponed, or caused by the pathological state of the Insured) and performed for the following treatments: bandaging, sealing, root canal treatment or extraction.

# Specific exceptions to the assistance, evacuation, and medical expenses covers

In addition to the common exceptions indicated in Chapter 2, article 9, the following are exceptions:

Benign ailments or injuries that may be treated on site (only applicable to the Assistance and Evacuation covers)

Relapse of Illness previously diagnosed creating a risk of severe and probable aggravation non-consolidated.

Burial, embalmment, and ceremony expenses, except those required by local legislation.

Expenses incurred by the Insured without the Assistance Provider's approval beforehand.

Expenses incurred by the Insured during travel that is against medical advice.

Travel that is undertaken for the purpose of diagnosis and/or treatment.

Costs of food, hotel, road, tolls, fuel, taxi, or customs except those provided for in the covers.

Actions by the Insured likely to lead to penalties for criminal acts according to the country's legislation.

The consequences or accidental relapse or Illness previously diagnosed and the medical expenses incurred for diagnosis or treatment of a physiological condition already known previous to the effective date of the cover

Expenses related to routine medical care.

Medical expenses related to medical interventions resulting from the Insured's own choice except in cases of medically recognized necessity.

Treatments related to infertility.

Medical expenses related to back pain, lower back pain, sciatica, herniated disks, parietal, intervertebral disks, femoral, scrotal, inguinal and umbilical hernia.

Spas for losing weight, or rejuvenation.

Mental, physical, psychiatric Illnesses, Nervous disorders and depressions not requiring hospitalization lasting more than 4 consecutive days.

Spas, rehabilitation, cost of eye-glasses, contact lenses, prosthesis of any nature, routine tests and examinations or check-ups, preventive tests and treatments, tests and examinations not related to an Accident or Illness outlined in the cover

Expenses of an Organ transplant not required from an Accident or Illness outlined in the cover.

Expenses of plastic or reconstructive surgery and comfort treatment.

Expense from vaccinations, acupuncture sessions, physical therapy, chiropractor or osteopathic visits not resulting from an Accident or Illness outlined in the cover. Expenses and treatments not prescribed by an authorized medical authority.

Contraception methods.

#### Limits of obligations per cover for chartis:

In case of a claim, benefits can in no case exceed the amounts indicated below:

CANCELLATION, DELAYED ARRIVAL: € 4 000 (taxes included) per rental or campsite and € 30 000 per incidence.

TRAVEL INTERRUPTION: € 3 500 (taxes included) per rental

or campsite and € 25 000 per incidence.

DESTRUCTION OF CAMPING EQUIPMENT: € 250 (taxes included) per rental or campsite.

DESTRUCTION OF PERSONAL BELONGINGS: € 250 (taxes included) per person and € 1500 per incidence.

RE-HOUSING FOLLOWING BAD WEATHER: € 60 (taxes included) per night and per person, either € 300 (taxes included) per person, and € 2 000 per incidence.

LIABILITY AND HOLIDAY HOME INSURANCE: € 1 500 000 (taxes included) in case of fire, explosion, water damage caused to the estate and its furnishings, € 500 000 (taxes included) for recourses from neighbours and third parties. EVACUATION ASSISTANCE: € 75 000 (taxes included) per person and € 300 000 (taxes included) per incidence.

MEDICAL EXPENSES: € 5 000 per person and € 45 000 per incidence.

#### ARTICLE 9 - COMMON EXCEPTIONS OF EVERY COVER

The following are always exceptions to any contractual cover, claims resulting from the occurrence of the following incidents:

Accidents cause or provoked intentionally by the Insured or the Beneficiary of the contract.

Consequences of suicide or attempted suicide by the Insured.

Consequences resulting from the consumption of drugs, narcotics, similar substances and medicines not prescribed by an authorized medical authority.

Consequences of the Insured's alcoholic state which surpasses the limit blood alcohol level set by French law regulating traffic safety.

Nervous and mental disorders, except for contrary provision mentioned in this contract.

The following are also excluded, Accidents occurring in the following situations:

When the Insured plays a sport professionally, practices or participates in an amateur motor-driven vehicle race on land, in the air, or on water.

When the Insured uses, acting as pilot or passenger, a microlight plane, hang-glider, flying wing, parachute or paraglider.

When the Insured participates in brawls (except in cases of genuine defence), crimes, betting of any nature

The consequences and/or incidences resulting from Civil War or Foreign war, riots, grass-root movements, strikes, acts of piracy, acts of terrorism, effects of radioactivity, epidemics, pollution, climatic events, natural disasters except the indemnification of victims who have suffered from Natural Disaster within the scope of law 86-600 of 07/13/1986.

Travel to and/or through the following countries will always result in an exception to contractual cover benefits: Afghanistan, Cuba, Liberia, or Sudan.

The following are always exceptions to contractual cover benefits, Every Insured or Beneficiary appearing on any official, government, or police database listing known or presumed terrorists, any Insured or Beneficiary who is a member of a terrorist organization, trafficking narcotics, recognized as a supplier in the trade of illegal nuclear arms, chemical or biological.

ARTICLE 10 - WHAT TO DO IN CASE OF A CLAIM

You must contact, prior to any intervention, only the Assistance Provider at 01 49 02 46 70

Indicate the number of this insurance contract: 4.091.387

ARTICLE 10.2 – FOR EVERY OTHER CONTRACTUAL COVER To receive benefits as quickly as possible, the Insured or his/her legal representative, under penalty of forfeiture, declares by certified mail, any claim covered by contractual covers from the moment he/she has knowledge:

Within 5 working days for every cover.

Within 15 working days for the covers entitled "Liability and Holiday Home Insurance" and "Medical Expenses".

CHARTIS EUROPE S.A.
Claims Department - 2AU
Tour Chartis
34 place de Corolles
92079 PARIS LA DEFENSE 2

Fax: 01 49 02 43 43

E-mail: Declarations.A&H@chartisinsurance.com

If the Insured delays in declaring his/her claims and the delay prejudices the Insurer, the Insured loses, for the affected claim, the benefit of the contractual covers, except in unforeseeable circumstances or force majeure.

# ARTICLE 10.3 – DOCUMENTS NECESSARY FOR SETTLING A CLAIM

In every case, the insurer must absolutely have every following piece of information in order to establish the file: The Insured's identification number and contract number. A copy of the Insurance application to this contract.

In addition, according to the circumstances, the Insurer will also need the following:

# For the cancellation, modification of travel, delayed arrival covers:

The reason for cancellation (Illness, professional problems), the name and address of the Insured's Service Provider.

The travel registration invoice or rental contract, medical certificates, Social Security deductions or management refusal letter, Court summons, affidavit, order or decree provided by local authorities and prefectures in case of natural disasters or closure of the site, copy of the order appearing in the Official Journal declaring the state of the natural disaster, every necessary detail to establish the file, which tends to prove the legitimacy and amount of the request.

Simultaneously declare, similar covers of other insurances from which the Insured benefits.

### For the travel interruption cover

The original invoice of unused travel costs established by the Service Provider.

Every original document and information that justifies the Insured's demand.

#### For the destruction of camping equipment cover

The invoice for similar rental equipment replacing the destroyed equipment.

#### For the destruction of personal belongings cover

The invoice for basic necessities replacing the destroyed personal belongings.

Supporting documents showing severe weather or fire provided by the competent authorities, the Camping Director, Police, Fire Station, local authorities.

# For the re-housing following bad weather cover

Supporting documents showing evacuation of the campsite by the competent authorities, the Camping Director, Police, Fire Station, local authorities. Invoice of Hotel expenses

# For liability and holiday home insurance covers

A sworn statement mentioning the detail of circumstances and consequences.

Every correspondence, writing, notice, judicial letter relating to the Claim.

In addition, notify of every legal proceeding, interrogatory where the Insured could be involved with the Claim.

# For the medical expenses without hospitalization cover Original supporting documents of expenses.

The Insured cannot make any attempt to settle, promise, offer, pay or indemnify without the written agreement of the Insurer.

If supplementary medical documentation or any other supporting documents relating to the cover at issue become necessary for the settlement of the Claim, The Insured will personally alert the Claims Management Center or the Insurer.

# ARTICLE 10.4 - SETTLEMENT OF CLAIMS

#### **Evaluation of Claim**

The insured or his/her legal representative has the responsibility to give the Insurer every piece of information which will aid in determining whether the declared Claim fits within the framework of the requested cover. If the Insured or his/her legal representative refuse without valid reason to communicate these pieces of information or to submit to expert medical tests mandated by the Insurer, and if after giving 48 hours advance warning by certified mail, the Insured persists in his/her refusal, the Insured or the Beneficiary(ies) will be denied any right of indemnification.

If supplementary medical information or any other supporting document becomes necessary in determining the Insured's rights, the Insured or his/her legal representative will personally be informed by mail. If expert tests become necessary to settle a claim and without valid reason the Insured or his/her legal representative refuses to submit to them, and if after giving 48 hours advance warning by certified mail, the Insured continues to refuse, the Insurer will have to postpone any indemnity payment for the claim at issue.

# Worsening independent from the Accident

If the consequences of an Accident are worsened by legitimate state, by prior incapacity, by empirical treatment, or by refusal or negligence on the Insured's part to submit to necessary medical care, the indemnity amount will not be calculated based on the actual care given, but on the care that would have been given if the Insured submitted to appropriate and sensible medical treatment.

#### **Expertise**

In case of disagreement between parties, each party will choose an expert. If the designated experts are not in agreement, a third party expert is designated by the President of a competent Tribunal, from the Insured's domicile. This appointment is done by simple request of the most diligent party at the earliest 15 days after sending to the other party a formal notice by certified mail with a delivery receipt.

Each party pays its own expenses and fees of its experts, and if applicable, half of the fees of third party experts and appointment fees.

No action can be taken against the Insurer as long as the third party expert has not resolved the dispute.

#### Delay in Payment

The indemnity amount is payable without interest within 15 days of its determination. The indemnity payment is definitive and discharges the Insurer or any subsequent recourse pertaining to the Claim or its after-effects.

#### ARTICLE 10.5 - SUBROGATION

Consistent with provisions found in article L. 121-12 of the Insurance Code, the Insurer is subrogated, up to the limit of compensation that it disburses, to the Insured's rights and actions regarding third parties.

The Assistance Provider is subrogated within the terms of the insurance code to the rights and actions of the Policy holder and the Insured against anyone liable for the claim concurrent with the expenses for which it is held responsible.

In addition, when the total amount or one portion of benefits provided in execution of contractual covers is totally or partially covered by the Insurance contract, a Health insurance organization, Social Security or any other institution, the Insurer is subrogated in the rights and actions of the Insured towards the organizations and contracts aforementioned.

# **CHAPTER 3 – MISCELLANEOUS PROVISIONS**

#### Déclaration of risk

In accordance with the law, this contract is established according to statements made by the Insured. As a consequence, the Insured must respond to questions asked by the Insurer that are designed to make the Insured appreciate the risks that he/she is taking.

# Penalties in the case of false declarations

In accordance with Insurance Code provisions, every non-disclosure or intentionally false declaration by the Policy holder or the Insured, directed at elements which constitute risk, is penalized by rendering the contract

#### Statute of limitations

In accordance with the provisions in Articles L114-1 and following the Insurance Code, every legal action arising out of an insurance contract must be made within 2 years counting from the date of the incidence which gives rise to the action(s).

Nevertheless, this time period does not shorten:

1° In cases of non-disclosure, omission, false declarations or misrepresentations of risk, from the date on which the Insurer became aware of it.

2° In the case of a claim, only from the day when those concerned became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer involves a third party, the statute of limitations period only runs from the day when the third party commences legal action against the Insured or was compensated by the latter.

The statute of limitations extends to 10 years in life insurance contracts when the Beneficiary is a person separate from the Policy Holder, and in insurance contracts against Accidents involving other people, while the Beneficiaries are the legal claimants of the Insured who is deceased.

For life insurance contracts, notwithstanding provisions in 2°, actions of the Beneficiary are limited to 30 years at the latest counting from the date of the Insured's death.

The statute of limitations is interrupted by one of the following common causes, notably by:

Any legal prosecution, including, any notice of summons or seizure, given to the party that one wishes to prevent from exceeding the given time period;

Any non-ambiguous recognition by the Insurer of the Insured's right to cover, or any recognition of the Insured's debt towards the Insurer;

as well as the other following cases provided for in article L114-2 of the Insurance Code;

Every appointment of an expert following a claim.

Every certified letter sent with acknowledgment of receipt by:

The Insurer to the Insured for non-payment of insurance premiums;

The Insured to the Insurer for settling indemnity payments. By way of derogation from Article 2254 of the civil code, the parties to the insurance contract, can neither, even if mutually agreed, modify the length of the statute of limitations, nor add to causes of its suspension or interruption of.

By way of derogation from Article 2254 of the civil code, the parties to the insurance contract, can neither, even if mutually agreed, modify the length of the statute of limitations, nor add to causes of its suspension or interruption of.

# Complaint – Mediator – Control authority

For every difficulty in applying this contract, the Insured or his/her legal representative can write to Chartis Europe SA – Tour Chartis – Communication Department – 92079 PARIS LA DEFENSE 2 Cedex. The letter must also stipulate: the contract number, the nature of the complaint, other references written on letters received from the Insurer, the telephone number and hours when the Insured or

his/her legal representative may be contacted. If the disagreement persists after the response given by Chartis, the Insured or his/her legal representative may refer to a Mediator from the French Federation of Insurance Societies. The Mediator's contact information may be obtained by simple demand in writing to the Insurer at the above address.

The responsible control authority of the Insurer is: Prudential Control Authority (PCA) – 61 rue Taitbout – 75009 Paris

#### Choice of domicile

The Insurer and its elected agents are domiciled at the corporate headquarters of the Insurer

CHARTIS - TOUR CHARTIS - 92079 PARIS LA DEFENSE 2 CEDEX

#### Applicable law and language

This contract is governed by French law. The contracting parties submit to the jurisdiction of the French Tribunals and renounce every other country's procedures.

#### Declaration of other insurances

If the Policy holder subscribes, during the same insurance period of this contract, one or several other insurance contracts for similar risks, the Policy holder must make it known to the Insurer, under penalties provided for in the Insurance Code, namely, rendering this contract void or a reduction in benefits.

#### Requests of information

At any moment, the Insurer reserves the right to ask the Policy holder, any information which helps to estimate the fair value, development of risk related to the contract.

# Changed situation

It is the Insured's duty to inform the Insurer within 15 days following the date of first awareness, any change affecting at least one of the elements indicated in Special Conditions.

Increase in Risk: If the change constitutes an increase in risk, the Insurer may either denounce the contract, or propose to the Insured a new rate. In the latter case, if the Insured does not respond to this proposition or if he/she refuses the new rate, within 30 days counting from the date of proposition, the Insurer may terminate the contract at the end of the period. The termination will take effect 10 days after the expiration of the 30 day period.

Decrease in Risk: If the change constitutes a decrease in risk, the Insurer must inform the Insured within 30 days of the reduction of premium. If at the end of the 30 day period, the Insurer has not informed the Insured or if the premium has not been reduced, the Policy holder may terminate the contract.

### Delivery of information notice

According to article L. 140-4 of the Insurance Code, the Policy Holder must give back to every Insured who is party to this contract, the information notice drafted to this effect.

#### Multiple insurances

An Insured can in no case be covered by more than one of these contracts even if the Insured has made several payments. If this is the case, the Insured is limited in every cover and limit of covers consistent with adherence to this contract.

#### Correspondance

Any demand for information or elaboration and every declaration of claim must be addressed to:

# Tour chartis - 92079 paris la defense 2 cedex

Every correspondance must be communicated according to the provided means of regulation in force. If the Insured gives his e-mail address and/or mobile telephone number, CHARTIS reserves the right (except in the case of the Insured's right to refuse) to transmit information by e-mail and/or by SMS.

Remise de la notice d'information

# Data protection act (loi n8 78-17 as of january 6th, 1978)

Information about the Insured that is acquired during subscription and for claim declarations are necessary for subscription requests or claims. Personal information is meant for authorized persons of Chartis Europe S.A. and its agents, partners and service providers, in order to subscribe, manage and execute contracts as well as managing and following claims and can be transferred to Travel Guard Worldwide Inc., located in the United States. They can also be communicated to coinsurers and reinsurers as well as authorized professional organizations responsible for intervening as part of the contract to prevent or combat fraud. The information related to contracts entered into (including identity information, characteristics of the contract, covers and

premiums) as well as information relative to claims can be transferred conforming to the authorization of CNIL (Commission nationale de l'informatique et des libertés) to Chartis Technology and Operations Management Corporation outside the European Economic Space for IT subcontracting. Chartis Technology and Operations Management Corporation and Travel Guard Worldwide Inc. have each signed with Chartis Europe SA, an agreement whereby they endeavour to respect its instructions as well as protect personal information provided by European legislation. Any false declaration may become subject to special treatment designed to prevent fraud.

The Insured can access or correct information concerning him/her by contacting Chartis Europe S.A., Tour CHARTIS – Paris La Défense Cedex – 34 Place des Corolles – 92400 COURBEVOIE, stating his/her name and surname, address and, if possible, the referring client, accompanied by a copy of identity. The Insured may also object to his/her contact information and non-sensitive information, which can be sent out to other societies within the CHARTIS group, as well as other societies and associations, from being used for commercial purposes by sending a simple letter to the address mentioned above.

As part of our Assistance Services, in order to control the quality of our rendered services, telephone conversations between the Insured and Assistance Services may be recorded.

According to the articles 32 and the law No. 78-17 of January 6, 1978 as amended relating to data, civil liberties and electronic storage, the Insured is informed that the data collected from the call are crucial for the effective implementation of Assistance Services as defined within these general terms.

Failing to respond will result in termination of covers provided for in this contract.

This information is meant for internal use by the Assistance Provider as well as persons authorized to intervene and in charge of handing over, the management and execution of the contract, within their respective roles. The Insured holds the right to access and to correct

personal information, by contacting the Legal Department of the Assistance Provider c/o Chartis Europe SA at the above address.



Chartis Europe SA à directoire et conseil de surveillance – Capital Social de 47 626 240 € Siège social : Tour Chartis – Paris la Défense – 34 Place des Corolles – 92400 Courbevoie

Adresse Postale : Tour Chartis – 92079 Paris la Défense 2 Cedex Téléphone : +33 1.49.02.42.22 – Facsimile : +33 1.49.02.44.04

R.C.S. Nanterre 552 128 795 – TVA CEE FR 41 552 128 795 Entreprise régie par le code des assurances



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