

GENERAL & SPECIAL  
CONDITIONS

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# VACATIONS RENTALS INSURANCE



**ASSUREVER**  
assure vos voyages

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

**POLICY No. ....**

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☐ MULTIRISK “Sun” OPTION

☐ MULTIRISK “Snow” OPTION

☐ CANCELLATION OPTION

THE ADMINISTRATIVE MANAGEMENT OF THIS CONTRACT HAS BEEN ENTRUSTED TO ASSUREVER, INSURANCE BROKER, REGISTERED WITH ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

**ASSUREVER LEGAL MENTIONS:** [https://public.assurever.com/Mentions\\_legales.jpg](https://public.assurever.com/Mentions_legales.jpg).

ASSUREVER IS SUBJECT THE SUPERVISION OF THE FRENCH PRUDENTIAL CONTROL AUTHORITY (ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

THE COVERAGE PROVIDED BY YOUR CONTRACT, WITH THE EXCEPTION OF ASSISTANCE SERVICES, IS GOVERNED BY THE FRENCH INSURANCE CODE.

YOUR CONTRACT INCLUDES THE PRESENT GENERAL TERMS AND CONDITIONS, COMPLETED BY YOUR SUBSCRIPTION CERTIFICATE. AMONG THE COVERAGE DESCRIBED HEREFTER, THE COVERAGE YOU HAVE PERSONALLY SELECTED IS INDICATED IN YOUR SUBSCRIPTION CERTIFICATE, ACCORDING TO THE FORMULA TO WHICH YOU HAVE SUBSCRIBED AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

**PLEASE READ YOUR GENERAL TERMS AND CONDITIONS CAREFULLY. THESE INDICATE OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND PROVIDE ANSWERS TO QUESTIONS YOU MAY HAVE.**

## IMPORTANT

In the event of a Claim requiring a cancellation, you must cancel your booking with your travel operator as soon as you become aware of it.

To be entitled to the "Holiday Cancellation" cover or any of the other Insurance benefits of this policy, you must send us your notice of claim within five working days following the occurrence of the event to:

**ASSUREVER**  
**Service Gestion Clients**  
TSA 52216  
18039 BOURGES CEDEX  
Tél. : +33 1 73 03 41 01  
E-mail : [gestion@assurever.com](mailto:gestion@assurever.com)

To be entitled to assistance cover under this policy, it is **ESSENTIAL** that you first contact the public emergency services and then contact **MUTUAIDE Assistance** prior to any intervention or personal initiative in order to obtain an incident number which will be needed for us to bear the expenses of providing assistance.

Your policy: **9046**

**MUTUAIDE Assistance 24h/24 et 7j/7**

**Telephone number from France: 01 55 98 88 17**

**Telephone number from abroad: +33 1 55 98 88 17**

## TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

### MULTIRISK "SNOW"

BENEFITS	AMOUNTS INCL. TAX maximum per person
<b>Cancellation of trip</b>	• €8,000 per person and €40,000 per rental
<ul style="list-style-type: none"><li>• Illness, accident or death ↳ <i>Excess</i></li></ul>	• <i>5% of the amount of cover with a minimum of €20 per person</i>
<ul style="list-style-type: none"><li>• Cancellation in all proven cases</li><li>• Cancellation in the event of terrorist attack or natural disaster occurring at your destination</li><li>• Cancellation in the event of strike by the airline company's personnel</li></ul>	• <i>Excess of 10% of the amount of cover with a minimum of €50 per person</i>
<ul style="list-style-type: none"><li>• Illness, including epidemic or pandemic</li><li>• Cancellation in the event of lack of vaccination</li><li>• Cancellation for refusal on boarding following a temperature check</li></ul>	• <i>Excess of 20% of the amount of cover with a minimum of €20 per person</i>

<b>Luggage and personal belongings</b>	
<ul style="list-style-type: none"> <li>• Theft, total or partial destruction during handling by a transport company</li> <li>• Valuable items ↳ <i>Excess applicable solely in the event of damage to cases</i></li> <li>• Costs of replacing identity documents</li> <li>• Breakage of personal sports equipment (hire charges)</li> </ul>	<ul style="list-style-type: none"> <li>• €760 per person and €4 600 per rental</li> <li>• 50% of amount covered</li> <li>• €50 per case</li> <li>• €150 per person</li> <li>• €380 per person</li> </ul>
<b>Interruption of trip</b>	
<ul style="list-style-type: none"> <li>• Due to an enforced early return or to medical repatriation</li> <li>• Reimbursement of the skipasses and the ski lessons</li> </ul>	<ul style="list-style-type: none"> <li>• Prorata basis</li> <li>• €380 per person</li> </ul>
<b>Personal civil liability</b>	
<ul style="list-style-type: none"> <li>• Physical injury, material and consequential loss and damage ↳ <i>Excess</i></li> </ul>	<ul style="list-style-type: none"> <li>• €10,000 maximum per rental</li> <li>• €300 per claim (except movable property)</li> </ul>
<b>Assistance to persons in the event of illness or injury</b>	
<ul style="list-style-type: none"> <li>• Transport / Repatriation</li> <li>• Return of family members or 1 accompanying person</li> <li>• Companion during hospitalisation</li> <li>• Extension of stay</li> <li>• Medical expenses abroad <ul style="list-style-type: none"> <li>• Additional reimbursement of medical charges</li> <li>• Dental emergencies</li> </ul> ↳ <i>Excess for medical charges and dental emergencies</i> </li> <li>• Advance payment for hospitalisation charges</li> </ul>	<ul style="list-style-type: none"> <li>• Actual costs</li> <li>• Return ticket + taxi fares</li> <li>• Return ticket and €80 per day (maximum 10 days)</li> <li>• €80 per day (maximum 10 days)</li> <li>• €6,000</li> <li>• €160</li> <li>• €30 per person</li> <li>• €6,000</li> </ul>
<b>Assistance sanitary protection</b>	
<ul style="list-style-type: none"> <li>• Pre-departure teleconsulting</li> <li>• Repatriation or sanity transport (including epidemic or pandemic)</li> <li>• Impossible return</li> <li>• Hotel expenses due to impossible return</li> <li>• Hotel expenses following quarantine</li> <li>• Medical expenses abroad including epidemic or pandemic ↳ <i>Excess</i></li> <li>• Taking charge of a local telephone package</li> <li>• Psychological support</li> <li>• Substitute suitcase</li> <li>• Home help</li> <li>• Delivery of household goods</li> <li>• Psychological support when return home</li> </ul>	<ul style="list-style-type: none"> <li>• 1 call</li> <li>• Actual costs</li> <li>• €1,000 maximum per person and €50,000 maximum per group</li> <li>• Hotel costs €150 per night (maximum 14 nights)</li> <li>• Hotel costs €150 per night (maximum 14 nights)</li> <li>• €6,000 per person</li> <li>• €30 per person</li> <li>• Up to €80</li> <li>• 6 consultations per event</li> <li>• €100 maximum per person and €350 maximum per family</li> <li>• 15 hours spread over 4 weeks</li> <li>• 1 delivery per week (maximum 2 weeks)</li> <li>• 6 interviews per event</li> </ul>
<b>Enforced early return</b>	
<ul style="list-style-type: none"> <li>• In the event of hospitalisation of a family member, a childminder or a professional replacement.</li> <li>• In the event of death of a family member, a childminder or a professional replacement.</li> <li>• In the event of an emergency at your home</li> </ul>	<ul style="list-style-type: none"> <li>• Return ticket + taxi fares</li> <li>• Return ticket + taxi fares</li> <li>• Return ticket + taxi fares</li> </ul>

### Assistance in the event of death

- Transport
- Costs of transport including the costs of a coffin
- Return of family members or one accompanying person
- Actual costs
- €1,200
- Return ticket + taxi fares

### Travel assistance

- Advance of a bail bond
- Payment of lawyer's fees
- Costs of sea and mountain search and rescue
- Shipment of medication
- €8,000
- €1,500
- €4,500
- Costs of despatch

## MULTIRISK "SUN"

BENEFITS	AMOUNTS INCL. TAX maximum per person
<b>Cancellation of trip</b> <ul style="list-style-type: none"><li>• Illness, accident or death<ul style="list-style-type: none"><li>↳ <i>Excess</i></li></ul></li><li>• Cancellation in all proven cases</li><li>• Cancellation in the event of terrorist attack or natural disaster occurring at your destination</li><li>• Cancellation in the event of strike by the airline company's personnel</li><li>• Illness, including epidemic or pandemic</li><li>• Cancellation in the event of lack of vaccination</li><li>• Cancellation for refusal on boarding following a temperature check</li></ul>	<ul style="list-style-type: none"><li>• €8,000 per person and €40,000 per rental</li><li>• <i>5% of the amount of cover with a minimum of €20 per person</i></li><li>• <i>Excess of 10% of the amount of cover with a minimum of €50 per person</i></li><li>• <i>Excess of 20% of the amount of cover with a minimum of €20 per person</i></li></ul>
<b>Luggage and personal belongings</b> <ul style="list-style-type: none"><li>• Theft, total or partial destruction during handling by a transport company</li><li>• Valuable items<ul style="list-style-type: none"><li>↳ <i>Excess applicable solely in the event of damage to cases</i></li></ul></li><li>• Costs of replacing identity documents</li></ul>	<ul style="list-style-type: none"><li>• €760 per person and €4 600 per rental</li><li>• 50% of amount covered</li><li>• €50 per case</li><li>• €150 per person</li></ul>
<b>Interruption of trip</b> <ul style="list-style-type: none"><li>• Due to an enforced early return or to medical repatriation</li></ul>	<ul style="list-style-type: none"><li>• Prorata basis</li></ul>
<b>Personal civil liability</b> <ul style="list-style-type: none"><li>• Physical injury, material and consequential loss and damage<ul style="list-style-type: none"><li>↳ <i>Excess</i></li></ul></li></ul>	<ul style="list-style-type: none"><li>• €10,000 maximum per rental</li><li>• €300 per claim (except movable property)</li></ul>

### Assistance to persons in the event of illness or injury

- Transport / Repatriation
- Return of family members or 1 accompanying person
- Companion during hospitalisation
- Extension of stay
- Medical expenses abroad
  - Additional reimbursement of medical charges
  - Dental emergencies
  - ↳ *Excess for medical charges and dental emergencies*
- Advance payment for hospitalisation charges
- Actual costs
- Return ticket + taxi fares
- Return ticket and €80 per day (maximum 10 days)
- €80 per day (maximum 10 days)
- €6,000
- €160
- €30 per person
- €6,000

### Assistance sanitary protection

- Pre-departure teleconsulting
- Repatriation or sanity transport (including epidemic or pandemic)
- Impossible return
- Hotel expenses due to impossible return
- Hotel expenses following quarantine
- Medical expenses abroad including epidemic or pandemic
- ↳ *Excess*
- Taking charge of a local telephone package
- Psychological support
- Substitute suitcase
- Home help
- Delivery of household goods
- Psychological support when return home
- 1 call
- Actual costs
- €1,000 maximum per person and €50,000 maximum per group
- Hotel costs €150 per night (maximum 14 nights)
- Hotel costs €150 per night (maximum 14 nights)
- €6,000 per person
- €30 per person
- Up to €80
- 6 consultations per event
- €100 maximum per person and €350 maximum per family
- 15 hours spread over 4 weeks
- 1 delivery per week (maximum 2 weeks)
- 6 interviews per event

### Enforced early return

- In the event of hospitalisation of a family member, a childminder or a professional replacement.
- In the event of death of a family member, a childminder or a professional replacement.
- In the event of an emergency at your home
- Return ticket + taxi fares
- Return ticket + taxi fares
- Return ticket + taxi fares

### Assistance in the event of death

- Transport
- Costs of transport including the costs of a coffin
- Return of family members or one accompanying person
- Actual costs
- €1,200
- Return ticket + taxi fares

### Travel assistance

- Advance of a bail bond
- Payment of lawyer's fees
- Costs of sea and mountain search and rescue
- Shipment of medication
- €8,000
- €1,500
- €4,500
- Costs of despatch

## CANCELLATION

BENEFITS	AMOUNTS INCL. TAX maximum per person
<b>Cancellation of trip</b> <ul style="list-style-type: none"><li>Illness, accident or death ↳ <i>Excess</i></li><li>Cancellation in all proven cases</li><li>Cancellation in the event of terrorist attack or natural disaster occurring at your destination</li><li>Cancellation in the event of strike by the airline company's personnel</li></ul>	<ul style="list-style-type: none"><li>€8,000 per person and €40,000 per rental</li><li>5% of the amount of cover with a minimum of €20 per person</li><li>Excess of 10% of the amount of cover with a minimum of €50 per person</li></ul>

## EFFECTIVE DATES AND DURATION OF COVER

GUARANTEE	DATE OF EFFECT	EXPIRY OF COVER
CANCELLATION OF TRIP	The date of taking out this insurance policy	The departure date
OTHER COVER	The departure date	The last day of the trip

The duration of validity of all cover corresponds to the dates as indicated in the Special Provisions up to a maximum of 92 consecutive days, with the exception of the "Cancellation of Trip" cover which takes effect on the date of taking out this insurance policy and expires as soon as the last insured benefit has commenced.

**Only the cover taken out and as specified in the Special Provisions is provided.**

**Cover must be taken out on the date of booking the trip or at the latest on the day preceding the date of application of the cancellation penalties specified in the travel operator's schedule.**

## THE INSURANCE AND ASSISTANCE IN GENERAL

**The purpose of this insurance and assistance policy is to insure the policyholder during his or her travel, subject to the terms and conditions set forth hereunder.**

As with any insurance and assistance policy, it includes both rights and obligations for both you and ourselves. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

## DEFINITIONS

### Abroad

"Abroad" designates the entire world with the exception of the country of origin.

### Additional services

Services other than the rental, for which the cost has been indicated and added to the cost of the rental for the purpose of calculating the insurance premium, such as transport, training courses, hotel nights or tickets.

### Cancellation

The full and unconditional cancellation of the trip booked by you, as a consequence of reasons and circumstances covered by us which are listed under the heading "Cancellation of Trip".

### Claim

A random event which gives rise to cover under this policy.

**Country of origin**

Your country of origin is your country of domicile.

**Domicile**

The Insured Person's domicile must be in France, in Monaco, in one of the member countries of the European Union, Switzerland, Norway, Andorra, Liechtenstein, San Marino, United Kingdom or Gibraltar. Domicile means the Insured Person's habitual place of residence as appearing on his or her income tax declaration.

**Epidemic**

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

**Excess**

The sum for which you are responsible in the settlement of a claim.

**France**

"France" means mainland France, Corsica, French Overseas Departments and French Overseas Collectivities.

**French Overseas Collectivities**

French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna, Saint-Barthélemy and Saint-Martin.

**French Overseas Departments**

Guadeloupe, French Guiana, Martinique, Mayotte and Réunion.

**Illness**

Sudden and unpredictable deterioration of health identified by a competent medical authority.

**Insolvency of the airline company**

A situation where a traveller holding valid tickets is not entitled to the intended flights where:

- following its compulsory liquidation, cessation of the airline company's activities leads to the unannounced cancellation of flights
- no alternative arrangement is provided to the traveller by the organiser or the airline company

**Insured Person**

Natural person designated below, by the term "you", namely declared in the special conditions and having paid his insurance premium. **On the day of signing the contract, these people must not have reached the age limit as stated on the Special provisions.**

**Insurer**

- For Assistance and Insurance cover, excluding Civil Liability, the Insurer is MUTUAIDE ASSISTANCE - 126 rue de la Piazza - 93196 Noisy-le-Grand Cedex - S.A. with a capital of 12,558,240 € fully paid up - Company governed by the Insurance Code RCS 383 974 086 Bobigny - VAT FR 31 383 974 086.
- For rental liability cover, the insurer is GROUPAMA RHONE ALPES AUVERGNE - Caisse Régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne - 50 rue de Saint-Cyr 69251 LYON Cedex 09 - 779 838 366 RCS Lyon - Issuer of mutualist certificates. Company governed by the French Insurance Code and subject to the Autorité de contrôle Prudentiel et de Résolution - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex.

**Luggage**

Travel bags, cases and trunks and their contents, excluding articles of clothing which you are wearing or carrying.

**Maximum per event**

Where the same cover operates in favour of more than one insured victim of the same event and insured under the same Special Provisions, cover is limited in all cases to the maximum under that head of cover, regardless of the number of victims. The claim will be accordingly reduced and paid in proportion to the number of victims.

**Member of the family**

A spouse, co-habitee, civil partner, ascendant or descendant relative, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece of the Insured Person or of his or her spouse and the legal guardian of the Insured Person and his or her spouse.



**Natural disaster**

A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood, typhoon, hurricane, cyclone or natural cataclysm caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

**Non-scheduled charter flight**

A non-scheduled flight carried by a tourist organisation.

**Pandemic**

Epidemic that develops over a vast territory, transcending 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 disaster occurred.

**Policyholder**

The natural or legal person who subscribes this contract on his behalf or that of other beneficiaries, hereinafter referred to as the Insured persons.

**Quarantine**

Isolation of a person, in case of suspicion of illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading the said illness in the context of an epidemic or pandemic.

**Rail ticket**

Tickets for transport by rail.

**Rental**

All space rented by the insured person, including mobile homes, caravans, chalets, cottages or boats.

**Scheduled flight**

A planned flight by a commercial airline, the precise timetables and frequencies of which are compliant with those published in the ABC World Airways Guide.

**Serious bodily accident**

Sudden deterioration of health resulting from the sudden action of an external cause not intentional on the part of the victim, as determined by a competent medical authority, leading to the issue of a prescription for medication for the patient and implying the cessation of all professional or other activities.

**Serious illness**

Sudden and unpredictable deterioration of health identified by a competent medical authority leading to the prescription of medication and including the interruption of all professional or other activities.

**Special provisions**

A document duly completed and signed by the Insured Person containing his or her surname and first name, address, travel dates, country of destination, period of cover, price of journey inclusive of tax, the date of the document and the insurance option taken and the corresponding premium. In the event of a claim, only insurance in respect of which the corresponding premium has been paid is taken into account.

**Spouse**

Spouse means:

- a person married to the Insured Person and not legally separated;
- a person living as if married with the Insured Person, in the same household and with the same common interests as a married couple;
- the co-signatory of a civil union with the Insured Person.

**Terrorist attack**

Any act of violence constituting a criminal or unlawful attack against persons and/or property in the country in which you are staying, aimed at seriously disrupting public order by intimidation and terror, and the subject of media coverage. This "terrorist attack" must be documented by the French Ministry of Foreign Affairs.

**Trip**

Rental and additional services booked with the travel operator, the dates, destination and price of which are stated in the Special Provisions.

## TERRITORIAL APPLICATION OF COVER

Cover applies worldwide.

**The following are excluded: countries identified by the French Ministry of Foreign Affairs as being in a state of civil or foreign warfare, known political instability, suffering reprisals, restrictions to the free movement of persons and goods for any reason whatsoever, including issues of public health and safety and meteorological conditions, countries affected by acts of terrorism, natural disasters, the release of nuclear radiation or countries undergoing any other event of force majeure.**

## HOW TO USE OUR SERVICES?

### → DO YOU NEED ASSISTANCE?

In the event of an emergency, it is imperative to contact the emergency services for all problems falling within their competence.

In order to allow us to intervene, we recommend that you prepare your call.

We will ask you for the following information:

- your surname(s) and first name(s);
- **your contract number: 9046**
- the exact location where you are, the address and telephone number where you can be reached.

You must:

- contact the assistance platform without delay at the telephone number: **01 55 98 88 17** (+ 33 1 55 98 88 17 from abroad) ;
- obtain our prior agreement before taking any initiative or incurring any expense;
- comply with the solutions we recommend;
- provide us with all the elements relating to the contract taken out;
- provide us with all the original supporting documents for the expenses for which reimbursement is requested.

**Only the phone call of the Insured at the time of the event allows the implementation of the assistance services.**

Upon receipt of the phone call, the Insurer, after verifying the claimant's rights, organizes and pays for the benefits provided for in this agreement.

To benefit from a service, the Insurer may ask the Insured to justify the capacity he invokes and to produce, at his expense, the documents and documents proving this right.

The Insured must allow our doctors access to any medical information concerning the person for whom we are intervening. This information will be treated with respect for medical secrecy.

**The Insurer cannot under any circumstances replace the local emergency relief organizations and intervenes within the limits of the agreements given by the local authorities, nor bear the costs thus incurred, with the exception of the costs of transport by ambulance. or by taxi to the nearest place where appropriate care can be provided, in the event of a mild ailment or minor injuries requiring neither repatriation nor medical transport.**

The interventions that the Insurer is required to carry out are carried out in full compliance with national and international laws and regulations. They are therefore linked to obtaining the necessary authorizations from the competent authorities..

When the Insurer has paid for the transport of an Insured, the latter must return his return ticket initially planned and not used.

The Insurer decides on the nature of the air ticketing made available to the Insured according to the possibilities offered by the air carriers and the duration of the journey.

### → **YOU WISH TO DECLARE A CLAIM COVERED UNDER THE INSURANCE COVER?**

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

#### **ASSUREVER**

Service Gestion Clients

TSA 52216

18039 BOURGES Cedex

Tél. : + 33 1 73 03 41 01

Mail : [gestion@assurever.com](mailto:gestion@assurever.com)

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

## **CUMULATION OF GUARANTEES**

If the risks covered by this contract are covered by another insurance, you must inform us of the name of the insurer with whom another insurance has been taken out (article L121-4 of the Insurance Code) as soon as this information has been provided, to your knowledge and at the latest when the claim is declared.

## **FORFEITURE OF BENEFITS AND GUARANTEE FOR FRAUDULENT DECLARATION**

In the event of a Claim or request for intervention in respect of assistance services and/or insurance guarantees (provided for in these General Provisions), if you knowingly use inaccurate documents as supporting documents or use fraudulent means or inaccurate or reticent declarations, you will be deprived of any right to the assistance services and insurance guarantees, provided for in these General Provisions, for which these declarations are required, this without prejudice to the legal proceedings that we would then be entitled to sue you.

## **WHAT ARE THE LIMITATIONS IN CASE OF FORCE MAJEURE OR OTHER SIMILAR EVENTS?**

Under no circumstances can we replace local organizations in the event of an emergency. We cannot be held responsible for any shortcomings or delays in the performance of the services resulting from cases of force majeure or events such as:

- civil or foreign wars, notorious political instability, popular movements, riots, attacks, acts of terrorism, piracy, reprisals,
- recommendations of the O.M.S. or national or international authorities or restriction on the free movement of persons and goods, whatever the reason, in particular health, safety, meteorological, limitation or prohibition of aeronautical traffic,
- strikes, explosions, pollution, natural disasters, disintegration of the atomic nucleus, or any irradiation from a source of energy presenting a character of radioactivity,
- delays and/or impossibility to obtain administrative documents such as entry and exit visas, passport, etc.; necessary for your transport inside or outside the country where you are or for your entry into the country recommended by our doctors for hospitalization,
- use of local public services or stakeholders that we are required to use under local and/or international regulations,
- non-existence or unavailability of technical or human means suitable for transport (including refusal to intervene).

## **EXCEPTIONAL CIRCUMSTANCES**

Passenger carriers (including airlines in particular) are likely to impose restrictions for people with certain pathologies or for pregnant women, applicable until the start of transport, and subject to change without notice (and for airlines: medical examination, medical certificate, etc.). As a result, the repatriation of these people can only be carried out subject to the absence of refusal from the carrier, and of course, the absence of an unfavorable medical opinion (as provided for and according to the procedures provided for in the chapter "TRANSPORT/REPATRIATION") with regard to the health of the Insured or the unborn child.

## EXCLUSIONS COMMON TO ALL COVER

The policy's general exclusions are the exclusions common to all of the assistance benefits and the cover described in these General Provisions. The following are exclusions:

- civil or foreign wars, riots, popular movements, attacks, acts of terrorism, hostage taking, unless otherwise stipulated in the guarantee;
- the voluntary participation of an Insured Person in riots, strikes, altercations or assaults;
- the consequences of atomic radiation or any radiation from a source of energy of a radioactive nature;
- pollution, natural disasters, unless otherwise stipulated in the guarantee;
- the consequences of using medicines, drugs, narcotics and similar products where not medically prescribed, and alcohol abuse;
- epidemics and pandemics, unless otherwise stipulated in the guarantee;
- any intentional act by you in order to give rise to a claim under the policy.

## CLAIMS PROCESSING

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

For any claim on your Assistance guarantees listed below, you can contact MUTUAIDE by calling 01 55 98 88 17:

- Assistance to persons in the event of illness or accident
- Early return
- Assistance in the event of death
- Travel assistance
- Sanitary Protection Assistance

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail to: [qualite.assistance@mutuaide.fr](mailto:qualite.assistance@mutuaide.fr) or by post to :

**MUTUAIDE ASSISTANCE**  
**Service Qualité Clients**  
**126 rue de la Piazza**  
**CS 20010**  
**93196 Noisy-le-Grand Cedex**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

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

For any claim on your Insurance guarantees listed below, you can contact ASSUREVER by calling 01 73 03 41 01:

- Cancellation of the trip
- Sanitary Protection Cancellation
- Luggage
- Interruption of trip

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail at: [reclamation@assurever.com](mailto:reclamation@assurever.com) or by mail at :

**ASSUREVER**  
**Service Réclamation**  
**TSA 52216**  
**18039 BOURGES Cedex**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right

to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

3. A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or provision, information or advice is not a complaint.  
For any claim on your rental liability coverage, you can contact MUTUAIDE by calling 01 55 98 88 17:

If your oral complaint is not satisfied, we invite you to write to us by post to :

**GROUPAMA RHONE ALPES AUVERGNE**  
**Caisse Régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne**  
**50 rue de Saint-Cyr**  
**69251 LYON Cedex 09**

In the event of a written complaint, we will acknowledge receipt thereof within a maximum of 10 working days from the date of dispatch.

Our response must be provided to you in writing two months at the latest from the sending of this complaint.

If this answer does not satisfy you, or if no answer has been given to you at the end of these two months, you have the right to contact Insurance Mediation on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

## PERSONAL DATA

The Insured acknowledges having been informed that the Insurer processes his personal data in accordance with the regulations relating to the protection of personal data in force and that moreover:

- the answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be the nullity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction indemnities (article L 113-9 of the Insurance Code);
- the processing of personal data is necessary for the subscription and execution of its contract and its guarantees, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force;
- the data collected and processed are kept for the duration necessary for the execution of the contract or the legal obligation. These data are then archived in accordance with the durations provided for by the provisions relating to the prescription;
- the recipients of the data concerning him are, within the limits of their attributions, the services of the Insurer in charge of the signing, management and execution of the Insurance contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers in the exercise of their missions.  
They can also be transmitted, if necessary, to professional organizations as well as to all persons involved in the contract such as lawyers, experts, legal assistants and ministerial officers, curators, guardians, investigators.  
Information concerning him may also be transmitted to the Subscriber, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorized to receive them as well as departments in charge of control such as statutory auditors, auditors and departments in charge of internal control);
- in its capacity as a financial institution, the Insurer is subject to the legal obligations stemming mainly from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, as such, it implements contract monitoring processing that may lead to the drafting of a suspicious transaction report or an asset freezing measure.  
The data and documents concerning the Insured are kept for a period of five (5) years from the closing of the contract or the termination of the relationship;
- his personal data may also be used in the context of treatment to combat insurance fraud which may lead, where appropriate, to inclusion on a list of persons presenting a risk of fraud.  
This registration may have the effect of extending the study of his file, or even the reduction or refusal of the benefit of a right, a benefit, a contract or service offered.

In this context, personal data concerning him (or concerning persons who are parties or interested in the contract may be processed by all authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended to authorized personnel of organizations directly affected by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officers, legal officers; third-party organizations authorized 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 kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the closing 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 5 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 of the subscription of the contract, or during its execution or within the framework of the management of litigation;
- the personal data may also be used by the Insurer in the context of the processing it implements and the purpose of which is research and development to improve the quality or relevance of its future insurance products and/or support and service offerings;
- the personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union;
- the Insured has, by proving his identity, a right of access, rectification, deletion and opposition to the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover in a structured format the data he has provided when the latter are necessary for the contract or when he has consented to the use of this data.  
He has the right to define directives relating to the fate of his personal data after his death. These guidelines, general or specific, concern the storage, erasure and communication of his data after his death.  
These rights can be exercised with the Data Protection Representative of the Insurer:  
By email : to the email address DRPO@MUTUAIDE.fr  
or  
by mail : by writing to the following address – MUTUAIDE ASSISTANCE – 126 rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex.

After having made the request to the Delegate representing data protection and not having obtained satisfaction, he has the possibility of seizing the CNIL (National Commission for Computing and Freedoms).

## SUBROGATION

The Insurer is subrogated up to the amount of the indemnities paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the facts that motivated his intervention..  
When the services provided in execution of the agreement are covered in whole or in part with another company or institution, the Insurer is subrogated in the rights and actions of the Insured against this company or this institution..

## PRESCRIPTION

Pursuant to Article L 114-1 of the Insurance Code, any action deriving from this contract is time-barred two years from the event giving rise thereto. This period is extended to ten years for death guarantees, the actions of the beneficiaries being prescribed no later than thirty years from this event.

However, this period does not run:

- in the event of reluctance, omission, false or inaccurate declaration on the risk incurred, only from the day on which the Insurer became aware of it;
- in the event of a claim, only from the day the interested parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is caused by the recourse of a third party, this limitation period only runs from the day on which this third party took legal action against the Insured or was compensated by this last.  
This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he prescribed (article 2240 of the Civil Code);

- a legal action, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before an incompetent court or when the act of referral to the court is canceled as a result of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the plaintiff withdraws his request or allows the proceedings to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

You are reminded that:

- The interpellation made to one of the joint and several debtors by a legal action or by an act of forced execution or the recognition by the debtor of the right of the one against whom he prescribed interrupts the limitation period against all the others, even against their heirs.
- On the other hand, the interpellation 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 debt, if the obligation is divisible. This interpellation or this acknowledgment only interrupts the limitation period, with regard to the other co-debtors, for the part for which this heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to interpellate all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The interpellation made to the principal debtor or his recognition interrupts the limitation period against the surety (article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- appointment of an expert following a claim;
- the sending of a registered letter with acknowledgment of receipt (addressed by the Insurer to the Insured as regards the action for payment of the premium, and addressed by the Insured to the Insurer as regards the settlement of the claim indemnity).

## SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and settlement of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent court of the domicile of the Insured in accordance with the provisions set out in article R 114-1 of the Insurance Code.

## FALSE STATEMENTS

**When they change the subject of the risk or diminish our opinion of it :**

- **any reluctance or intentionally false statement on your part will invalidate the contract. The premiums paid remain with us and we will be entitled to demand payment of the premiums due, as provided for in article L113-8 of the Insurance Code,**
- **any omission or misrepresentation on your part, for which bad faith has not been established, will result in the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in compensation in accordance with the article L113-9 of the Insurance Code.**

## CONTROL AUTHORITY

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

## APPLICABLE LAW AND JURISDICTION

This contract 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.

## LANGUAGE USED

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

## POLICY

The insurance and assistance guarantees excluding Civil Liability Private Life Abroad stipulated in this document are taken out with MUTUAIDE ASSISTANCE, under the number 9046.

Rental liability cover is taken out with GROUPAMA RHÔNE ALPES AUVERGNE



### CANCELLATION OF TRIP

*Multirisk "Sun" - Multirisk "Snow" - Cancellation*

We provide assistance in the circumstances listed below, and no others:

- **SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH (including the aggravation of pre-existing illnesses and the after-effects of a previous accident):**
  - of you, your legal or de facto spouse or the person accompanying you, subject to him or her being recorded in the same Special Provisions as you;
  - of your ascendant or descendant relatives and/or those of your spouse or the person accompanying you, subject to them being recorded in the same Special Provisions as you;
  - of your father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law;
  - of your professional work replacement, subject to his or her name being recorded in the same Special Provisions as you;
  - of the person responsible during your trip, for:
    - looking after your legally-dependent children, subject to his or her name being recorded in the same Special Provisions as you;
    - for the care of a disabled person, subject to him or her living in the same household as you, that you are the legal guardian and his or her name being recorded in the same Special Provisions as you;
- **CANCELLATION WITH DOCUMENTARY PROOF**

Cover applies:

  - in all proven cases of cancellation unforeseeable on the date of taking out this policy, outside your control and preventing you from leaving;
  - additionally in the event of cancellation for a proven reason, by one or more of the persons registered at the same time as you and insured under this policy;
  - in the event of an attack or natural disaster occurring abroad, in the destination city or cities of your trip (by way of derogation from the paragraph "EXCLUSIONS COMMON TO ALL COVER" of the chapter "GENERAL INSURANCE & ASSISTANCE") the cover is granted to you when at least 2 of the following 3 conditions are met :
    - The event has caused material damage and bodily injury in the destination city or cities of your trip,
    - The French Ministry of Foreign Affairs strongly advises against travel to the destination city or cities of your trip,
    - The date of your departure is scheduled less than 15 days after the event and no event of the same nature has occurred in the country concerned in the thirty days preceding the subscription of the contract, this must occur after the subscription of the contract ;
  - upon a strike by the personnel of the scheduled, low cost or charter airline on which you were to travel, on condition that no advance notice of the strike has been given at the time of taking out this policy.
- **SERIOUS ILLNESS following an epidemic or pandemic declared within 30 days prior to departure:**

*Multirisk "Sun" – Multirisk "Snow"*

  - of yourself, your partner or spouse (legal or de facto), of your ascendant or descendant, of your legal guardian or of any person within your household;
  - of your brother, sister, children of legal or de facto spouse of one of your direct ascendant, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law;
  - of your professional work replacement
  - of the person responsible during your trip for looking after your legally-dependent children or for the care of a disabled person, subject to him or her living in the same household as you, provided there is hospitalisation for more than 48 hours or death
- **LACK OF VACCINATION AGAINST COVID 19**

*Multirisk "Sun" – Multirisk "Snow"*

- ✓ In the event that, at the time of taking out this contract, the country of destination did not impose a vaccine and that at the time when it requires it, you no longer have time to proceed with the vaccine allowing to travel.



- ✓ a vaccination contraindication, vaccination consequences, or a medical impossibility to follow the preventive treatment necessary for the destination chosen for your trip.

- **REFUSAL AT THE AIRPORT, RAILWAY STATION, BUS STATION OR FERRY TERMINAL OF DEPARTURE FOLLOWING A TEMPERATURE TEST ORGANISED BY THE HEALTH AUTHORITIES OF THE COUNTRY OF DEPARTURE OR THE TRANSPORT COMPANY WITH WHICH YOU ARE TRAVELLING :**

*Multirisik "Sun" – Multirisik "Snow"*

Proof issued by the transport company that denied you boarding, or by the health authorities, must be provided; in the absence of this proof, no compensation will be possible.

**It is up to you to establish the reality of the situation entitling you to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

## **PROVISIONS COMMON TO "TRAVEL CANCELLATION" AND "SANITARY PROTECTION CANCELLATION" COVER**

### **THE AMOUNT OF THE GUARANTEE**

#### ***In case of complete cancellation***

We reimburse advances or any sum retained by the organiser of the trip, in accordance with the terms and conditions of sale **(excluding administration charges, via fees and insurance premiums)**, when you are obliged to cancel your trip prior to departure.

#### ***In case of partial cancellation***

If one or all of the Insured parties cancel(s) participation on the travel or the rental, for one of the reasons indicated below, and if the other Insured parties keep theirs, the coverage provides for the reimbursement of the Insured parties having cancelled their participation within the limits and minus the deductible indicated under the "Special Terms", **after deduction of airport taxes, insurance premiums and administrative costs** (by the tour operator and never reimbursed under the present contract).

The reimbursement is calculated as follows:

$$\text{Reimbursement} = \frac{\text{total cost of trip} \times \text{number of Insured parties cancelling}}{\text{total number of insured participants}}$$

**The reimbursement paid by the company may never exceed the amount of the indemnities it would have paid in the case of total cancellation.**

You are reminded that airport taxes, included in the price of the ticket, are charges which are payable in relation to the actual embarkation of the passenger and that the airport company is obliged to reimburse you for these amounts when you have not boarded. You must consult the general conditions of sale or transport in order to find out how these taxes are refunded (art. L 113-8 of the French Consumer Code).

### **WITHIN WHAT TIME LIMIT DO YOU HAVE TO DECLARE THE CLAIM ?**

#### **Two steps**

1/ From the first symptoms of the illness or upon knowledge of the event giving rise to the guarantee, you must IMMEDIATELY notify your travel agency.

**If you cancel the trip at a later date with your travel agency, we will refund only the cancellation charges incurred on the date of the event, confirmed by a competent medical authority and in accordance with the cancellation conditions of your travel agency's special terms and conditions of sale.**

2/ However, you should file your claim with ASSUEREVER within five working days following the event covered.

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?

### **Your written claim must be accompanied by :**

- A medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness,
- in the event of death, a certificate and civil status record,
- in other cases, any acknowledgment justifying the reason for your cancellation.

**You must provide ASSUREVER with the documents and medical information required to process your claim, which includes the medical questionnaire to be completed by your doctor and the completed claim form provided by our service.**

**Your health documents and information must be obtained from your personal doctor before sending them to ASSUREVER.**

### **You will also have to provide any information or documents requested to support the grounds of your cancellation:**

- ✓ photocopies of all medical prescriptions together with pharmacy receipts, results of tests and/or examinations and all other documents justifying their request or execution,
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice to your travel agency and the cancellation invoice issued by your travel agency,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible and any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; without this proof, no compensation will be possible),
- ✓ and any other necessary documents.

**Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Therefore, if you object without legitimate reason, you will lose your warranty rights.**

## WHAT WE EXCLUDE IN “CANCELLATION OF THE TRIP” AND IN “SANITARY PROTECTION CANCELLATION”

The Cancellation guarantee does not cover the impossibility to leave due to border closures, material organization, accommodation conditions or security at the destination.

In addition to the exclusions common to all guarantees are also excluded:

- an event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of the insurance contract,
- all circumstances affecting only your personal comfort,
- complications of pregnancy beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- forgetting to be vaccinated,
- default of any kind, including financial default, by the carrier making it impossible to perform its contractual obligations,
- the lack or excess of snow cover,
- any medical event whose diagnosis, symptoms or cause are of a psychic, psychological or psychiatric nature, and which has not resulted in hospitalization for more than 3 consecutive days after the subscription of the present Contract,
- the consequences of criminal proceedings against you,
- any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip,
- any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract,
- the absence of randomness,
- an intentional and/or wrongful act reprehensible by law,
- the consequences of alcoholic states and the use of drugs, any narcotic substances mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- a negligent act on your part,

- any event for which the tour operator may be responsible in application of the Tourism Code in force,
- failure, for any reason whatsoever, to present documents essential for the trip, such as passport, identity card, visa, travel documents, vaccination record, except in the case of theft, within 48 hours prior to departure, of the passport or identity card.

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## LUGGAGE AND PERSONAL BELONGINGS

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*Multirisk "Sun" - Multirisk "Snow"*

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### WHAT WE COVER

We cover, **up to the sum specified in the Table of Cover**, your luggage and personal items and belongings outside your principal or secondary residence, against:

- theft;
- total or partial destruction;
- loss during transportation by a transport undertaking.

### LIMIT OF REIMBURSEMENT FOR CERTAIN ITEMS

For valuable items, precious stones, jewellery and watches, furs, hunting guns, skis, golf clubs and portable computing devices, the amount reimbursed may in no circumstances exceed 50% of the amount of cover specified in the Table of Cover.

Additionally, the items listed above are only covered against theft.

If you use a private car, the risk of theft is covered on condition that luggage and personal belongings are kept in the vehicle's locked boot and out of sight. Only theft by forcible entry is covered. If the vehicle is parked on a public road, cover is only applicable between 7:00 a.m. and 10:00 p.m.

### EXCLUSIONS TO THE "LUGGAGE AND PERSONAL BELONGINGS" COVER

In addition to the exclusions listed in the section "THE INSURANCE AND ASSISTANCE IN GENERAL", we cannot provide assistance in the following circumstances:

- theft of luggage and personal items and belongings left unattended in a public place or stored in a place open to use by several persons;
- leaving behind, loss (except by a transport undertaking) or exchange;
- theft without forced entry duly certified and recorded by an authority (police, gendarmerie, transport company, purser, etc.);
- theft committed by your employees while carrying out their functions;
- any sound and/or image reproduction apparatus and its accessories;
- accidental damage due to the spillage of liquids, fats, colorants or corrosives contained in your luggage;
- confiscation of goods by the Authorities (customs, police etc.);
- loss and damage caused by insects and/or rodents, cigarette burns or non-incandescent heat sources;
- theft from a convertible car and/or break or other vehicle not equipped with a boot;
- collections and samples of sales representatives;
- theft, leaving behind or deterioration of cash, documents, books, passports, identity documents, travel tickets and credit cards (except for the costs of re-issuing identity documents as provided under the "THEFT OF IDENTITY DOCUMENTS" cover described below);
- theft of jewellery where it is not kept in a locked safe in your bedroom or hotel, or where it is not worn by the Insured Person;
- breakage of fragile items such as porcelain, glass, ivory, pottery or marble objects;
- consequential loss and damage such as depreciation and loss of enjoyment;
- the following items: any prosthesis, equipment of any kind, bicycles, trailers, securities, pictures, spectacles, contact lenses, keys of any kind, documents recorded on tapes or films, CDs, sports articles except those defined in paragraph "LIMIT OF REIMBURSEMENT FOR CERTAIN ITEMS", professional material, mobile telephones, musical instruments, food products, cigarette lighters, pens, cigarettes, alcohol, objets d'art, fishing rods, beauty products, camera films and items purchased in the course of your trip.

## WHAT SUMS DO WE PAY OUT ON CLAIMS?

The sums specified in the Table of Cover are the maximum payments made for any claim during the period of cover. **An excess as specified in the Table of Cover will be deducted in the event of damage to luggage.**

## HOW IS THE COVER CALCULATED?

You will be covered on the basis of the cost of replacement by an item of equivalent value and of the same kind, minus depreciation. In no circumstances will the proportional rule provided for by Article L 121-5 of the French Insurance Code be applied.

## WHAT DOCUMENTS MUST BE SUBMITTED IN THE EVENT OF A CLAIM?

Your declaration of claim must be accompanied by the following documents:

- The receipt for the report or declaration of theft made to the authorities (police, gendarmerie, transport company, purser, etc.) in the event of theft or loss;
- the property irregularity report to the carrier (sea, air, rail or road) where your luggage or property is lost or misplaced during the time it is in the carrier's legal custody.
- the originals of the proof of loss, the boarding card and the luggage handling ticket where luggage is lost or misplaced by an airline company.

**If you do not provide these documents, we will be entitled to claim a payment from you equal to any loss incurred by us. The sums insured cannot be considered proof of the value of any items for which you request cover, or as proof of the existence of such items.**

**You will be required to prove, by all means at your disposal and by any document in your possession, the existence and value of these items at the time of the claim, as well the extent of the loss and damage.**

**If you knowingly use inaccurate documents or fraudulent means or make inaccurate or incomplete declarations, you will forfeit all right to the payment of a claim.**

## WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF THE LOST OR STOLEN ITEMS COVERED BY THE POLICY?

You must notify us immediately by registered post as soon as you know.

- If we have not already paid the claim, you must retake possession of the items and we will then only be responsible for payment for any damage or missing items.
- If we have already paid the claim, you can opt within 15 days:
  - either to abandon them;
  - or to retake the items and to repay to us the sum you received less the value of any damage or missing items.

If you have not made your choice within a time limit of 15 days, we will deem that you have opted to abandon the items.

## THEFT OF IDENTITY DOCUMENTS

*Multirisk "Sun" - Multirisk "Snow"*

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In the event that your passport, identity card (or residence permit), vehicle registration document or driving licence have been stolen, we will pay the cost of reconstituting these documents **up to the amount indicated in the Table of Amounts of Insurance**, on presentation of the supporting documents, and on condition that you have lodged a complaint immediately with the nearest police authorities and have made a declaration against receipt to the nearest French Embassy or Consulate.

## REIMBURSEMENT OF HIRE COSTS FOLLOWING THEFT OR BREAKAGE OF PERSONAL SPORTS EQUIPMENT

*Multirisk "Snow"*

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In the event of theft or breakage of the Insured Person's personal sports equipment, we reimburse costs of hiring equivalent equipment for a maximum period of 8 days, **up to the maximum sum specified in the Table of Cover.**

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## INTERRUPTION OF TRIP

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### COSTS OF INTERRUPTION OF TRIP

*Multirisk "Sun" - Multirisk "Snow"*

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We will reimburse a prorata of the costs of the trip already paid and not used **(not including transport)** with effect from the date following your early return where you have had to interrupt your trip owing to:

- your repatriation for a medical reason (illness or accident suffered by you);
- the hospitalisation or death of a member of your family;
- serious damage to the Insured Person's professional or private premises as the result of fire, explosion, flooding or burglary absolutely necessitating the Insured Person's presence;
- a terrorist attack within 100 km of your place of accommodation.

### Reimbursement of the skipasses and the ski lessons

*Multirisk "Snow"*

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If the Insured is the victim of an accident requiring the interruption of the stay or if there is a verified obligation to stay in his/her room, we will reimburse prorata temporis and upon justification the skipasses as well as the ski lessons at their actual cost **up to the sum specified in the Table of Cover.**

### WHAT WE EXCLUDE :

In addition to the exclusions listed in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are also excluded:

- Requests for reimbursement of transport ticketing,
- Requests for reimbursement of services not appearing on the travel registration form and therefore not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- Interruptions of stay whose generating event was known before the departure of the trip.

### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must declare your claim to ASSUREVER within five working days of becoming aware of it, except in the event of a fortuitous event or force majeure. After this period, if we suffer damage as a result of the late declaration, you lose all right to compensation.

You will have to send us all the documents necessary for the constitution of the file and thus prove the merits and the amount of the complaint. In any case, you will need to provide:

- The originals of the tour operator's detailed invoices showing the ground services and the transport services,
- The travel registration invoice or the agency's registration form,
- The certificate or proof from the Assistance Company confirming the date of the repatriation or early return and the reason for it,
- Any other document that we deem necessary for the investigation of the file.

Without the communication to our medical adviser of the medical information necessary for the investigation, the file cannot be settled.

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## CIVIL LIABILITY RENTAL

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*Multirisk "Sun" - Multirisk "Snow"*

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**This guarantee is in addition to your home insurance policy or, failing that, any comprehensive home insurance policy**

## 1. DÉFINITION

### Insured

The tenant, a natural person who is a party to the Rental Contract and who is named (surname, first name, address) on the Rental Contract. The Insured is the spouse of the Insured, his or her children or those of his or her spouse, as well as any other person taking part with the Insured in the stay covered by the Rental Contract.

### Rented Property

The property that is the subject of the temporary rental agreement (house or flat) including the movable property listed in the inventory attached to the rental agreement.

## 2. TENANT LIABILITY COVERAGE

### We guarantee

the financial consequences of the civil liability that the insured may incur:

- vis-à-vis third parties due to :
- bodily injury, property damage and consequential loss

**As a result of fire, explosion, water damage originating in the rented property and occupied by the insured (terms defined in chapter 6 of this document).**

- vis-à-vis the owner due to:
- material damage to the rented property
- consequential damages (loss of rent and loss of use)

**As a result of fire, explosion, water damage originating in the rented property and occupied by the insured (terms defined in chapter 6 of this document).**

### IN ADDITION TO THE GENERAL EXCLUSIONS IN YOUR POLICY, WE DO NOT COVER:

- Damage to property, objects or animals owned by the insured;
- Damage not involving the civil liability of the Insured;
- Damage which originated outside the insured property occupied or made available to the Insured ;
- Damage occurring outside the rental period mentioned on the Rental Agreement;
- Damage to animals;
- Damage to valuables;
- Facilities outside the Rented Buildings that do not belong to the Landlord;
- Damage to plants and vegetation;
- The civil liability of the Insured in the event of non-payment of the rented Property;
- Damage suffered when the premises containing the Insured Objects are occupied by Third Parties other than the Tenant;
- Damage resulting from a lack of maintenance by the Hirer or the owner of the Rented Property;
- Damage resulting from the use of the leased property or the movable property entrusted to us which does not comply with the Rental Contract;
- The consequences of contractual obligations exceeding those to which the tenant is legally bound;
- Breakdowns of equipment provided to the Insured ;
- Breakage, breakage of rented movable property;
- Missing from the inventory ;
- Damage to property falling into a fire with a flame;
- Fire damage caused by a campfire or by a chimney fire that has not been swept at the time the damage occurs;
- Damage caused by deliberate damage, cigarette burns or any other smoker's article;
- Seepage, backflow, overflow or flooding from bodies of water, streams, springs;
- Any damage caused by moisture, condensation, fog, smoke;
- All damage resulting from the breakage or overflow of dismountable or inflatable swimming pools;
- Breakage of glass in the rented property, including breakage of glass in the usual furniture;
- Theft of entrusted property;
- Theft or loss of keys to the Rented Property.

### 3. WHERE DO YOUR GUARANTEES APPLY?

- Metropolitan France
- Overseas Departments and Regions, Overseas Collectivities, New Caledonia, French Southern and Antarctic Territories
- Principality of Monaco

### 4. WHAT ARE THE LIMITS OF YOUR GUARANTEES?

NATURE OF THE GUARANTEES	GUARANTEE CEILINGS	FRANCHISES
Bodily injury, property damage and consequential loss caused to Third parties due to the occupation of the premises	€10,000 € per claim	€300 per claim
➤ Of which consequential damage	€10,000 € per claim	
Property damage and consequential damage caused to the owner	€10,000 € per claim	€300 per claim
➤ Of which consequential damage	€10,000 € per claim	
Of which damage to movable property listed in the inventory attached to the rental contract	€10,000 € per claim	€50 per claim

### 5. WHAT ARE THE GENERAL EXCLUSIONS OF YOUR CONTRACT?

#### WE NEVER PROVIDE :

- damage suffered by :
  - motorized land vehicles subject to compulsory insurance, sailing boats, motorized boats and craft, aerial navigation equipment including microlights and paramotors, category B to G drones, which the insured person owns, uses or keeps;
  - cash;
  - securities of any kind;
  - goods outside the rented buildings.
- the consequences:
  - the fault of the insured, if it is intentional or fraudulent
  - of wartime events;
  - the handling of devices of war the possession of which is illegal;
- damage or aggravation of damage caused by the direct or indirect effects of radioactivity due to an atomic explosion or any other source of ionising radiation, except if they result from attacks or acts of terrorism (law of 23/01/06);
- payment of fines ;
- non-consequential damage not resulting from bodily injury or material damage, whether or not it is covered;
- the consequences of the insured's participation in a bet;
- the storage, transport and use of fireworks whose use is regulated;
- the consequences of all claims related to a professional activity;
- the consequences of earthquake, volcanic eruption, tidal wave, hurricane, cyclone, landslide or subsidence;

In addition to these common exclusions, there are specific exclusions that appear at the level of each of the guarantees.

### 6. DEFINITION OF INSURANCE TERMS

#### Accident

Any sudden, unforeseen event external to the victim or the damaged property and constituting the cause of the damage.

#### Other

Any person, natural or legal, other than the insured or the policyholder.



**Insured property**

Tourist premises rented by the insured person on a private and temporary basis and their contents listed in the inventory.

**Rental Agreement**

Contract concluded between the Renter and the Insured for the provision of the rented Property. The rental contract must provide the following information: address of the rental, description of the accommodation, duration of the rental with arrival and departure dates, date of signature of the contract, signatures of the parties, identity of the occupants, address of the tenant, price of the rental including tax, the amount of the deposit paid at the time of the reservation and the amount of the security deposit paid at the time of entry into the premises.

**Water damage**

Water leaks, breakages, overflows from all water-effect or heating appliances.

**Personal injury**

Any alteration of physical or mental capacities following an accident.

**Consequential non-material damage**

Any loss resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or by property, or the loss of a profit following a material loss covered.

**Material damage**

Any damage to or loss of property or pets.

**Duration of guarantees**

The guarantees are acquired for the duration of the rental contract (between the date of arrival and the date of departure): the maximum duration is 90 days.

**Explosion**

The sudden and violent action of the pressure or depression of gases or vapors.

**Franchise**

The part of the loss that you have to pay in the settlement of a claim.

**Fire**

Combustion with flames outside a normal fireplace; direct lightning strike; accidental release of smoke.

**Valuable items**

Jewellery of any value, works of art, watches, carpets and tapestries worth more than €300.

**Prescription**

Period after which no further claims are admissible.

**Claim**

All the consequences of a harmful event leading to the application of one of the guarantees provided for in the contract. Claims originating from the same event constitute a single loss.

**Underwriter**

The policyholder, a natural or legal person who takes out the insurance contract and has undertaken to pay the insurance premium.

**Subrogation**

The legal situation by which one person is transferred the rights of another person (*e.g. substitution of the Insurer for the Policyholder for the purpose of prosecution of the other party*).

**Complaint**

Involvement of the Insured's liability by the Hirer.



**Third party**

Any person other than the insured.

**Age**

The depreciation of the value of an asset caused by use, time or obsolescence.

## 7. DISPOSITIONS APPLICABLES EN CAS D'ACTION METTANT EN CAUSE LA RESPONSABILITE DE L'ASSURE

En cas d'action judiciaire mettant en cause une personne dont la responsabilité est assurée au titre du présent contrat et dans les limites de celui-ci :

- devant les juridictions civiles ou administratives dès lors que le procès concerne la mise en jeu de la garantie Responsabilité civile locative du présent contrat,
- devant les juridictions pénales, lorsque des intérêts civils concernant une garantie Responsabilité civile sont en jeu et que la ou les victimes n'ont pas été désintéressées, nous avons la faculté de diriger la défense de l'assuré ou de nous y associer et, au nom de l'assuré civilement responsable, d'exercer les voies de recours.

Toutefois, nous ne pouvons exercer les voies de recours qu'avec l'accord de l'assuré, s'il a été cité comme prévenu, exception faite du pourvoi en Cassation lorsqu'il est limité aux intérêts civils.

Nous pouvons par contre exercer les voies de recours sans l'accord de l'assuré, en cas de citation pour homicide ou blessure involontaire et si nous sommes intervenus au procès.

Nous seuls avons le droit de transiger avec les personnes lésées ou leurs ayants droit. L'assuré nous donne tous pouvoirs à cet effet.

**Aucune reconnaissance de responsabilité, aucune transaction intervenant sans notre accord ne nous sera opposable.**

Cependant, n'est pas considéré comme une reconnaissance de responsabilité l'aveu d'un fait matériel ou le seul fait d'un acte d'assistance que toute personne a le devoir légal ou moral d'accomplir.

Lorsqu'une transaction est intervenue, celle-ci peut être contestée devant le juge par celui pour le compte de qui elle a été faite, sans que soit remis en cause le montant des sommes allouées à la victime ou à ses ayants droit.

## 8. OUR INTERVENTION IN THE EVENT OF A CLAIM

### The formalities to be respected

You must report the loss as soon as you become aware of it and at the latest within 5 working days.

**If you fail to notify us of a claim within the time limit specified, and if we can establish that we have suffered loss as a result, you will lose the benefit of the cover provided by your contract for the claim in question, except in the case of fortuitous event or force majeure.**

**If you do not complete the formalities or do not meet the deadlines for submitting documents, we may claim damages from you in proportion to the loss we suffer as a result.**

You must :

- try to limit the consequences of the loss as much as possible;
- please indicate:
  - i. the nature of the loss,
  - ii. the circumstances in which it occurred,
  - iii. known or suspected causes or consequences,
  - iv. the nature and approximate amount of the damage,
- send us within 20 days (except in cases of force majeure) a signed and certified estimate of the damage caused;
- send us within 48 hours of receipt all notices, letters, summonses, writs, extrajudicial documents and legal proceedings sent to you or notified to you concerning the claim;
- take all protective measures to rescue and safeguard the insured objects.

### Terms and conditions of application of the guarantee amounts

#### • Determination of the sums insured

Cover is provided either per claim or per policy year regardless of the number of claims, up to the sums and subject to the excesses set out in the schedule of cover and excesses.

The costs of proceedings, releases and other settlement costs shall not be deducted from the amount of the guarantee. However, in the event of a conviction exceeding this amount, they shall be borne by the Company and by the insured in the proportion of their respective shares in the conviction.

- **Provisions relating to the guarantees fixed by claim**

In all cases where cover is granted up to a fixed amount per claim, it shall apply to all claims relating to a loss or set of losses resulting from a harmful event or set of harmful events having the same technical cause.

The amount retained is that applicable at the date of the harmful event (or of the first harmful event for a series of harmful events with the same technical cause).

It is then automatically reduced by any compensation paid or due until it is exhausted.

### **Compensation for damage to the building**

We guarantee the building at replacement value, i.e. on the basis of a value equal to that of the reconstruction of the building on the day of the loss with materials of identical quality (current materials, of equal performance to those of the damaged building and of common use in the region), subject to the following provisions.

- **The reconstruction value, as determined by the expert, is lower than the market value of the building on the day of the damage:**

We shall deduct from the replacement value assessment the part of the depreciation exceeding 25%. However, as the reconstruction of the building must be carried out within 2 years of the loss and on the site of the damaged building without any significant change to its original purpose, the above compensation terms are modified in the following cases:

- if the impossibility of reconstruction is due to a case of force majeure not existing or unknown to the insured at the time of taking out the contract, the part of the depreciation exceeding 12.5% shall be deducted;
- if the impossibility of reconstruction is due to a case of force majeure existing at the time of taking out the policy and if we prove that the insured was aware of this at the time of taking out the policy, the percentage corresponding to the total depreciation shall be deducted.

- **The reconstruction value, as determined by the expert, is higher than the market value of the building on the day of the damage:**

- if the building is not rebuilt within 2 years of the loss, we will pay you compensation corresponding to the market value of the building on the day of the loss;
- if the building is rebuilt within two years of the loss on the site of the damaged building without any significant change to its original purpose, we will pay you compensation corresponding to the difference between the replacement value and the market value. We deduct from the replacement value the part of the depreciation exceeding 25%.

In the case of buildings constructed on the land of others, if reconstruction is undertaken on the rented premises within one year of the closure of the survey, compensation shall be paid as the work is carried out.

In the event of non-reconstruction, if it results from a deed of definite date prior to the loss that you should, at any time, be reimbursed by the owner of the land for all or part of the constructions, the indemnity may not exceed the sum stipulated in the lease to this effect.

In the absence of an agreement between the owner and the tenant or in the absence of such an agreement, our compensation is equal to the value of the materials assessed as demolition materials.

### **Compensation for damage to furniture**

The usual furniture is indemnified, up to the amount indicated in your personal conditions, at replacement value, i.e. on the basis of a value equal to that of the replacement of the furniture on the day of the loss with current products of equal performance, subject to the following provisions:

- we deduct the part of the depreciation exceeding 25% from the replacement value.

However, the replacement of the furniture must take place within 2 years of the loss. If you do not provide proof of the replacement of the furniture by producing invoices, our compensation will be calculated after deduction of the full amount of depreciation ;

- we deduct from the replacement value assessment the full amount of depreciation for the following goods :
  - the furniture in the cellars;
  - laundry;
  - motorized equipment of all kinds, electrical and electronic motors and appliances, electrical conduits and their accessories, office equipment and its accessories.

The obsolescence is estimated on a lump sum basis on the amount of these goods, replaced or repaired (labor deducted), at:

- 1 % per month, i.e. 10 % per year, with a maximum of 80 % for motorized equipment of all kinds, electrical and electronic motors and appliances, office equipment and accessories ;

- 2.50% per year, with a maximum of 50% for processors.

### **Application of deductibles and intervention thresholds**

Where an excess is provided for, you are responsible for :

- any damage up to the amount of the excess ;
- the amount of the excess, where the amount of damage exceeds the excess.

### **Misrepresentation**

**If you knowingly make false statements about the nature, causes, circumstances or consequences of a claim, you will lose the benefit of the cover provided by your policy for that claim.**

### **Multiple insurances**

In the event of a claim covered by more than one insurance policy, you can obtain compensation for your losses from the insurer of your choice, regardless of the date on which the insurance was taken out.

In this case, you must inform us of the names of the insurers concerned and the amount of the sums insured with them.

However, the guarantees of your contract only produce their effects within the limits fixed above.

**When several insurances against the same risk are taken out fraudulently or with the intention of deceiving us, we can invoke the nullity of the contract and claim damages.**

### **Calculation of the compensation**

If the compensation cannot be determined by mutual agreement, it shall be assessed by means of an amicable expert opinion, subject to our respective rights to take legal action.

You have the possibility to be assisted by an expert;

If your expert and ours do not agree, they call in a third expert and all three operate jointly and by majority vote.

If one of the parties fails to appoint an expert or, in the case of two experts, to agree on the choice of a third, the appointment is made by the President of the Tribunal de Grande Instance of the insured's domicile or the place where the accident occurred.

Each of us pays the costs and fees of his expert and, if necessary, half of those of the third.

## **THE LIFE OF THE CONTRACT**

### **When does it take effect? For how long?**

The contract is taken out for the duration of the rental period as stipulated in the rental agreement between the owner and the insured tenant.

The maximum duration of the guarantee is 90 days.

## GENERAL PROVISIONS OF ASSISTANCE

**Repatriation or enforced early return will not be covered unless you have made a prior telephone call to the Assistance Centre and obtained their approval.**

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### ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR ACCIDENT

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#### TRANSPORT/REPATRIATION

Our doctors will make contact with the local doctor or hospital taking care of you following an illness or accident, **including in the context of an epidemic or a pandemic.**

They will obtain all information needed to make a decision in your medical interests, either by the local doctor or your usual doctor.

The information obtained will allow us, after a decision by our doctors, to arrange and pay, according to your medical needs alone, either for your return home, or where necessary transport under medical supervision to a suitable hospital close to your home, by light ambulance, ambulance, sleeping-car, first class rail (couchette or seat), economy class air or air ambulance.

In certain cases, it may be necessary for your safety to take you to a local healthcare centre before considering return to a facility near to your home.

Only your medical interests and compliance with the health legislation in force will be taken into consideration when making the decision on transport, the means of transport and the place of hospitalisation.

Information from the local doctors or your usual doctor, which may be essential, will help us in making the most appropriate decision.

It is in this respect expressly agreed and understood that the final decision to be made in your medical interests will be taken by our doctors in order to avoid any disagreement between the medical authorities.

In the event of your refusal to comply with a decision regarded as the most advisable by our doctors, you expressly discharge us from all liability, especially in relation to your return by your own means, and in the event of an aggravation of your state of health.

#### RETURN OF INSURED MEMBERS OF YOUR FAMILY OR ONE COMPANION

Where we arrange your repatriation, we will, in accordance with the advice of our Medical Service, arrange for the transport of the insured members of your family or one other insured person to accompany you, where possible, on your return.

This transport will be:

- either with you,
- or individually.

We will bear the costs of travel of these insured persons by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home.

#### COMPANION DURING HOSPITALISATION

If you are hospitalised at the place of your illness or accident and our doctors judge from information provided by the local doctors that you cannot return home within five days, we will arrange and bear the costs of a return first class rail fare or economy air fare for a person of your choice from your country of origin, for him or her to be present at your bedside.

Additionally, we will pay this person's hotel costs (room and breakfast) for a maximum of 10 nights **up to the maximum specified in the Table of Cover.**

**This benefit cannot be combined with the "RETURN OF INSURED MEMBERS OF YOUR FAMILY OR ONE COMPANION" benefit.**

#### EXTENSION OF TRIP

Where you are hospitalised and our doctors judge from information received from the local doctors that hospitalisation is necessary after your original return date, we will bear the costs of accommodation (room and breakfast) of an insured companion **up to a maximum of 10 nights and the amount specified in the Table of Cover**, for him or her to stay with you.

**This benefit cannot be combined with the "Companion During Hospitalisation" cover.**

## ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD)

Before leaving for abroad, we recommend that you supply the forms suitable for the nature and duration of your trip and the country you are visiting (there is specific legislation for the European Economic Area). These various forms are issued by the Caisse Primaire d'Assurance Maladie (Primary Sickness Insurance Fund) of which you are a member for the purpose of entitlement to payment of your medical expenses by these bodies in the event of illness or accident.

### Type of medical expenses giving right to additional reimbursement

Additional reimbursement covers the expenses specified below, on condition that they are in connection with treatment received abroad following illness or accident occurring abroad:

- medical fees;
- charges for medication prescribed by a doctor or surgeon;
- ambulance or taxi charges ordered by a doctor for a local journey while abroad;
- hospitalisation fees where you are deemed unfit to travel by our doctors after obtaining information from the local doctor. Additional reimbursement of hospital fees will cease from the date on which we are able to arrange for your transport;
- a dental emergency with a limit as specified in the Table of Cover;
- **PCR test costs** when you make a transit, if it is positive.

### Amounts and conditions for payment:

We will reimburse medical expenses incurred abroad, **including in the context of an epidemic or a pandemic**, and for which you are responsible after reimbursement has been made by State, mutual fund and/or other health insurance **up to the limit specified in the Table of Cover and after deduction of an excess per insured person and per event in all cases.**

For this purpose, you (or your beneficiaries) undertake to take, on return to your country of origin, all steps necessary to recover these expenses from the bodies concerned, and to send us the following documents:

- original statements of account from the welfare and/or health cover scheme providers proving the reimbursements received;
- photocopies of medical bills proving payment of the expenses incurred.

In default, we will not be able to make a reimbursement.

## ADVANCE PAYMENT FOR HOSPITALISATION CHARGES (ABROAD)

You are injured or ill, **including in the context of an epidemic or a pandemic**, during the trip: where you are hospitalised we will hospital fees **within the limit specified in the Table of Cover.**

We may, within the limits of the reimbursement amounts provided for above, advance the hospitalization costs that you must incur outside your country of residence, under the following cumulative conditions:

- the MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence,
- the treatment to which the advance applies must be prescribed in agreement with the MUTUAIDE ASSISTANCE doctors,
- you or any person authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this service:
  - to take steps to cover the costs with the insurance organizations within 15 days from the date on which the elements necessary for these steps are sent by MUTUAIDE ASSISTANCE,
  - to reimburse MUTUAIDE ASSISTANCE for the sums collected in this respect from the insurance organizations in the week following receipt of these sums.

We will only be responsible for, and within the limit of the amount of coverage provided for the "medical expenses" service, the expenses not covered by the insurance organizations. You must provide us with the certificate of non-coverage issued by these insurance organizations, within one week of receiving it.

**In order to preserve our future rights, we reserve the right to ask you or your heirs for a letter of commitment committing you to take the steps with the social organizations and reimburse us for the sums collected.**

**Failing to have carried out the procedures for coverage with the insurance organizations within the deadlines, or failing to present to MUTUAIDE ASSISTANCE within the deadlines the certificate of non-coverage issued by these insurance organizations, under no circumstances will you be able to avail yourself of the "medical expenses" service and must reimburse all the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will initiate, if necessary, any useful recovery procedure, the cost of which will be borne by you.**

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## ASSISTANCE SANITARY PROTECTION

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### **BEFORE THE TRIP**

#### **PRE-DEPARTURE TELECONSULTING**

For any request of useful information required for the organization and smooth running of your trip, you can contact us before your departure 24 hours a day; 7 days a week.

The information concerns the following areas.

Sanitary information: Health, Hygiene, Vaccination, Precautions, Main Hospital Centers, Advice to women, Time difference, Pets on a trip.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic context. The information is communicated by telephone and is not subject to written confirmation or the sending of documents.

Information and information services are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.

However, whatever the time of your call, we can take note of your requests as well as your contact details so that we can contact you back with the requested information.

### **DURING THE TRIP**

#### **IMPOSSIBLE RETURN**

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organize and pay for the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount shown in the Table of Benefits.

We organize and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

#### **HOTEL EXPENSES FOLLOWING QUARANTINE**

If you are obliged to extend your stay following your quarantine, we will organize and pay the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

#### **TAKING CHARGE OF A LOCAL TELEPHONE PACKAGE**

During a guaranteed trip outside your country of residence, you will be quarantined. We cover the cost of setting up a local telephone package, within the limit indicated in the Table of Guarantees.

#### **ON-SITE PSYCHOLOGICAL SUPPORT DURING QUARANTINE**

In the event of significant trauma following an event linked to an epidemic or pandemic, we can put you, at your request, in telephone contact with a psychologist, within the limit indicated in the Table of Benefits. The contents of this exchange are entirely confidential and do not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

#### **SUBSTITUTE SUITECASE**

If you no longer have enough usable personal effects at your disposal due to your quarantine or hospitalization following an epidemic or pandemic, we will provide the necessary fund for basic necessities up to the amount indicated in the Table of Benefits, upon presentation of proof.

### **AFTER THE TRIP**

#### **DOMESTIC ASSISTANCE**

Following your repatriation by our care after an illness linked to an epidemic or pandemic, cannot assume your usual household chores, we will provide a household helper, within the limit indicated in the Table of Benefits.

## **DELIVERY OF HOUSEHOLD GOODS**

Following your repatriation by us after an illness linked to an epidemic or pandemic you are unable to travel outside your home, we organize and fund a home delivery service for your household goods, within the limits of local shopping facilities and within the limit set out in the Table of Guarantees.

## **PSYCHOLOGICAL SUPPORT AFTER REPATRIATION**

In the case of significant trauma following an event related to an epidemic or pandemic, we can put you in contact with a psychologist by telephone upon your return home, at your request, within the limit indicated in the Table of Benefits. These interviews are entirely confidential.

This listening work is not to be confused with the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

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## **ENFORCED EARLY RETURN**

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### **ENFORCED EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER, THE PERSON CARING FOR YOUR MINOR CHILD OR A HANDICAPPED PERSON OR A PROFESSIONAL WORK REPLACEMENT.**

During your trip, you learn of the serious and unforeseen hospitalisation of a member of your family, the person looking after your minor child and/or a handicapped person at your home, or your professional work replacement. To enable you to be present at the bedside of the person hospitalised in your country of origin, or for you to return to work, we will arrange and bear the costs of your inbound travel by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home.

If you fail to submit documentary proof (proof of hospitalisation, proof of relationship etc.) within a maximum of 30 days, we reserve the right to invoice you for the whole of the benefit.

Nomination of the person in charge of the care of your minor child and/or a handicapped person, or your professional work replacement, must be made at the time of taking out the policy in order for this cover to be applicable.

### **ENFORCED EARLY RETURN IN THE EVENT OF DEATH OF A FAMILY MEMBER, THE PERSON CARING FOR YOUR MINOR CHILD, A HANDICAPPED PERSON OR A PROFESSIONAL WORK REPLACEMENT**

During your trip, you learn of the death of a member of your family, the person looking after your minor child and/or a handicapped person at your home, or your professional work replacement. To enable you to be present at the funeral in your country of origin, we will arrange and bear the costs of your inbound travel by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home.

If you fail to submit documentary proof (death certificate, proof of relationship etc.) within a maximum of 30 days, we reserve the right to invoice you for the whole of the benefit.

Nomination of the person in charge of the care of your minor child and/or a handicapped person, or your professional work replacement, must be made at the time of taking out the policy in order for this cover to be applicable.

### **ENFORCED EARLY RETURN IN THE EVENT OF A FIRE AT HOME**

During your trip, you learn of a flood, explosion, fire or burglary at your home necessitating your presence to deal with official matters. We will arrange and bear the costs of your inbound travel by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home. Only expenses additional to those that you would have normally had to incur for your return journey home will be paid. If you fail to submit documentary proof (declaration of claim to the insurer, expert's report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the whole of the benefit.



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## ASSISTANCE IN THE EVENT OF DEATH

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### TRANSPORT AND COSTS OF A COFFIN IN THE EVENT OF DEATH OF AN INSURED PERSON

You die during a covered trip. We organize the repatriation of your body to the place of funeral in your country of residence. We will also pay all expenses necessary for the preparation and special arrangement of the transport, but excluding all other expenses. In addition, we will contribute to the cost of a coffin or urn, to be purchased by you from a funeral undertaker of your choice, **up to the limit specified in the Table of Cover**.

**The family will be responsible for the payment of other expenses (including the funeral ceremony, procession and burial).**

### RETURN OF FAMILY MEMBERS OR ONE ACCOMPANYING INSURED PERSON

Where appropriate, we will arrange and pay for the inbound journey, by first class rail or economy class air, and taxi fares on departure and arrival, of one beneficiary or the beneficiary members of the family who were travelling with the deceased so that they can attend the funeral, to the extent that the original means of transport intended for their return to their country of origin cannot be used.

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## TRAVEL ASSISTANCE

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### ADVANCE OF A BAIL BOND (ABROAD)

If you are prosecuted following a road traffic accident (and for no other reason) caused by you, we will advance the cost of a bail bond **up to the limit specified in the Table of Cover**. You undertake to repay this advance within a time limit of 30 days from receipt of our invoice or as soon as the bail bond is refunded to you by the authorities if this is earlier than the expiry of this time limit.

This benefit does not cover legal proceedings commenced in your country of origin as the result of an accident occurring abroad.

### LAWYER'S FEES (ABROAD)

If you are prosecuted following a road traffic accident (and for no other reason) caused by you, we will pay an on-site lawyer's fees **up to the limit specified in the Table of Cover**, on condition that the alleged offences are not punishable by criminal penalties under the legislation of the country concerned. This benefit does not cover legal proceedings commenced in your country of origin as the result of an accident occurring abroad. This cover excludes offences relating to occupational activities.

### COSTS OF SEA AND MOUNTAIN SEARCH AND RESCUE

We will bear the costs of sea and mountain search and rescue (including for off-piste skiing) **up to the limit specified in the Table of Cover**. Only costs invoiced by an undertaking duly approved for such activities can be reimbursed.

### SHIPMENT OF MEDICATION ABROAD

If you are travelling abroad and your vital medication essential for your treatment, the interruption of which puts you at the risk of your health, according to the opinion of our doctors, is lost or stolen, we will locate equivalent medication at your location and arrange a medical consultation by a local doctor who will prescribe it to you.

You will be responsible for the payment of the medical fees and the costs of the medication. If there is no equivalent medication at your location, we will arrange for the shipment of the medication from France as prescribed by your own doctor, on condition that he or she sends our doctors a duplicate copy of the prescription issued to you and that this medication is available at the pharmacies in the town.

We will bear the delivery costs and re-invoice you the customs fees and the cost of purchase of the medication. You undertake to reimburse us on receipt of the invoice.

Such shipments are subject to the terms and conditions of the transport companies we use. In all cases, they are subject to the legislation and conditions imposed by France and each other country with regard to the import and export of medicinal products.



We decline all liability for loss, theft and legislative restrictions that delay or make impossible the shipment of medicinal products and any consequences arising therefrom.

In no cases do we cover the shipment of blood products and derivatives of blood, products restricted for hospital use and products requiring special storage, including refrigeration, and in general, products not available from pharmacies in France. In addition, the cease of manufacture, the withdrawal from the market or non-availability of the medication in France constitute force majeure that may delay the provision of this benefit or make it impossible.

## WHAT WE EXCLUDE

We cannot, under any circumstances, substitute ourselves for local emergency relief organizations. In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- the consequences of exposure to intentionally or accidentally disseminated infectious biological agents, chemical agents such as combat gases, incapacitating agents, nerve agents or persistent neurotoxic effects,
- the consequences of intentional acts on your part or the consequences of fraudulent acts, suicide attempts or suicides,
- pre-existing health conditions and/or illnesses and/or injuries diagnosed and/or treated that have been the subject of continuous hospitalisation, day hospitalisation or outpatient hospitalisation in the 6 months prior to any application, whether the manifestation or aggravation of the said condition,
- costs incurred without our agreement or not expressly provided for in these General Contract Provisions,
- costs not supported by original documents,
- claims occurring in countries excluded from cover or outside the validity dates of the contract, and in particular beyond the duration of the planned trip abroad,
- the consequences of incidents occurring during motorized events, races or competitions (or their trials), subject by the regulations in force to prior authorization from the public authorities, when you take part in them as a competitor, or during circuit trials subject to prior approval by the public authorities, even if you use your own vehicle,
- journeys undertaken for the purpose of diagnosis and/or medical treatment or cosmetic surgery, their consequences and the resulting costs,
- organizing and paying for the transport referred to in the "TRANSPORT/RETURN" chapter for minor ailments which can be treated locally and which do not prevent you from continuing your journey,
- requests for assistance relating to medically assisted procreation or the voluntary interruption of pregnancy, their consequences and the costs arising therefrom,
- applications relating to procreation or gestation for the account of others, its consequences and the costs arising therefrom,
- medical devices and prostheses (dental, hearing, medical),
- thermal cures, their consequences and costs,
- medical expenses incurred in your country of residence,
- the planned hospitalizations, their consequences and the resulting costs,
- optical costs (e.g. glasses and contact lenses),
- vaccines and vaccination fees,
- medical check-ups, their consequences and the related costs,
- aesthetic interventions, as well as their possible consequences and the costs arising from them,
- stays in a rest home, their consequences and the resulting costs,
- rehabilitation, physiotherapy, chiropractic, their consequences and the costs involved,
- medical or paramedical services and the purchase of products whose therapeutic nature is not recognized by French legislation, and the related costs,
- health check-ups for preventive screening, regular treatment or tests, their consequences and the resulting costs,
- search and rescue costs in the desert,
- organizing the search and rescue of people, particularly in the mountains, at sea or in the desert,
- the cost of excess baggage weight when travelling by air and the cost of transporting baggage when it cannot be transported with you,
- travel cancellation fees,
- restaurant costs,
- the consequences of infectious risk situations in an epidemic context which are subject to quarantine or preventive measures or specific monitoring by the international health authorities and/or local health authorities of the country where you are staying and/or of your country of origin, unless otherwise stipulated in the guarantee,
- customs duties.

## ASSUREVER

TSA 72218 - 18039 BOURGES CEDEX

N° Tel : 01 73 03 41 01

SARL (French limited liability company) with a share capital of €516,500 -  
company registration number RCS Paris B 384.706.941

Insurance brokerage and management company

Professional civil liability financial and insurance guarantee provided  
In accordance with Articles L 530-1 and L 530-2 of the Insurance Code



The insurance and assistance guarantees stipulated in this document have been taken out with MUTUAIDE ASSISTANCE, under the number 9046.

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

## **ASSUREVER insures your travels**

ASSUREVER, the French brokerage leader in the travel industry, has always favored the customer's place and innovation at the heart of its development with a single ambition: to ensure your trips with complete peace of mind.

ASSUREVER designs, manages and distributes specialized solutions for travel insurance, professional liability, fleet of coaches and cars, health and welfare, damage to premises, as well as assistance and insurance services for individuals, professionals and businesses.

With 55 employees, ASSUREVER accompanies you every day.

## **ASSUREVER**

### **EXPERIENCE:**

ASSUREVER has been a national insurance broker for more than 30 years, specialists in the creation, marketing and management of insurance and assistance policies in the tourist sector. This status of broker enables us to work with the best insurance companies.

### **PERFORMANCE**

In 2019 ASSUREVER insured more than 1.5 million people worldwide and managed more than 20,000 claims.

### **OUR COMMITMENT:**

- To guide you in your choice of cover.
- To protect you according to your needs.
- To help you before and during your trip.

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