

**CONTRACT MULTIRISKS PREMIUM
GAN 78 634 685
TABLE OF GUARANTEE AMOUNTS**

GUARANTEES	MAXIMUM AMOUNTS	ALLOWANCE
<p><u>CANCELLATION COSTS</u></p> <p>A/ Cancellation due to medical reason of the insured legal or common law spouse, ascendants and descendants up to 2nd degree, fathers in law, mothers in law, brothers, sisters, brothers in law, sisters in law, sons in law, daughters in law B/ Cancellation ALL CAUSES</p>	<p>According to conditions of scale of cancellation costs</p> <p>A and B/ 15 000 € per person 135 000 € per event</p>	<p>A/ No allowance</p> <p>B/ 10% of amount of cancellation costs mini 50 € per person maxi 150 € per file</p>
<p><u>CANCELLATION OF ACTIVITIES</u></p> <p>Allowance per person</p>	<p>1000 € per person 10 000 € per event</p>	<p>No allowance</p>
<p><u>DEPARTURE MISSED – RETURN MISSED</u></p>	<p>1 000 € per person 10 000€ per event</p>	<p>No allowance</p>
<p><u>BAGGAGE</u></p> <p>1- BAGGAGE A/ On presentation of supporting documents or B/ Non presentation of supporting documents</p> <p>2- VALUABLE OBJECTS</p> <p>3- PERSONAL OBJECTS</p> <p>4- RETARD DE LAVATION A/ On presentation of supporting documents Or B/ Non presentation of supporting documents</p> <p>5- THEFT OF IDENTITY DOCUMENTS</p>	<p>1A/ 2 000 € per person Maxi 20 000€ per event</p> <p>Or</p> <p>1B/ 150 € lump sum per person 750€ per event</p> <p>2-/ 500€ per person</p> <p>3-/ 1000€ per person</p> <p>4 -A/ 300 € per person</p> <p>Or</p> <p>4- B/ 50 € lump sum per person</p> <p>5-/ 200 € per person</p>	<p>1-A/ 50 € per file</p> <p>or</p> <p>B/ without allowance</p> <p>2-/ 50€ per file</p> <p>3-/ 50€ per file</p> <p>4-/ Without allowance</p> <p>5-/ Without allowance</p>
<p><u>TRANSPORT DELAYS</u></p> <p>A-/ Delay of 4 hours to 7 hours</p> <p>B-/ Delay of more than 7 hours: B 1/ If the journey is completed</p> <p>B 2/ Outward journey, possibility of cancelling the trip</p>	<p>A-/ 100 € per person 1000€ per event</p> <p>B-1/ 200 € per person 2000€ per event</p> <p>B-2/ 2500 € per person – 25000€ per event</p>	<p>A-/ without allowance</p> <p>B-1/ without allowance</p> <p>B-2/ 10% of the amount of expenses: mini 50 € per person maxi 100 € per file</p>

<p><u>PRICE REVISION</u></p> <p>Fuel surcharge</p> <p>Increase of taxes and other port and airport dues.</p> <p>Variation of currency exchange rates</p>	<p>150 € per person 1000 € per event</p>	<p>Minimum limit of intervention: 40 € per person Lump sum allowance: 20€ per person</p>
<p><u>REPATRIATION ASSISTANCE</u></p> <p>a/- Repatriation or transport in ambulance b/- Accompanying person during repatriation or transport c/- Presence in case of hospitalisation</p> <p>d/ Extension of stay in hotel e/- Hotel expenses</p> <p>f/- Additional reimbursement of medical, surgical, pharmaceutical and hospitalisation expenses outside the country of residence of the client g/- Dental care h/- Transport of body in case of death 1- Repatriation of body 2- Mortuary expenses necessary for transport i/- Premature return j/- Payment of search and rescue expenses k/- Legal assistance abroad 1- Payment of honoraries 2- Advance of penal surety l/- Sending drugs m/- Transmission of messages</p>	<p>a/- Actual expenses b/- Transport ticket</p> <p>c/-d/- Transport ticket + Hotel expenses 150 €/night halt e/- Hotel expenses 150 €/night halts maxi 10 days f/- 150 000 € per person 500 000€ per event</p> <p>g/- 150 €</p> <p>h-1/ Actual expenses h-2/ 2 500 €</p> <p>i/- Transport ticket j/- 4 500 € per person 9 000 € per event</p> <p>k-1/ 1 500 € k-2/ 7 500 €</p> <p>l/- Shipping costs</p>	<p>f/- 50 € per file for medical expenses only</p>
<p><u>COSTS OF INTERRUPTION OF STAY</u></p>	<p>10 000 € per person 100 000 € per event</p>	<p>No allowance</p>
<p><u>COMPENSATION TRIP</u></p>	<p>2.500 € per person maxi 2 persons 5.000€ per event</p>	<p>No allowance</p>
<p><u>CIVIL LIABILITY</u></p> <p>- Bodily damages tangible and intangible put together - Damages tangible and intangible alone</p>	<p>4 500 000 € 75 000 €</p>	<p>80 € per file</p>
<p><u>INDIVIDUAL ACCIDENT</u></p> <p><i>In case of death</i> <i>In case of permanent invalidity</i></p>	<p>15.000 € per person 150 000 € per event</p>	<p>No allowance</p>

The coverage described above is applicable during the period of travel corresponding to the invoice issued by the organiser with a maximum of 90 days starting from the date of departure on the tour.

GENERAL PROVISIONS

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

The mention "ALL CAUSES" is applicable exclusively to the guarantee CANCELLATION.

DISPOSITIONS COMMUNES A L'ENSEMBLE DES GARANTIES

PROVISIONS COMMON TO ALL THE GUARANTEES

DEFINITIONS

Hazard

Event that is unintentional, unforeseeable, irresistible and exterior.

Insured

The persons duly insured under this contract designated hereunder by the term "you"

Insurer / Assistance provider

Gan Eurocourtage designated hereunder by the term "we".

Attack:

The term attack means any act of violence, formed by a criminal or illegal attack occurring against persons and/or property in the country where you are travelling; the purpose of the attack is to disturb the public order seriously.

This "attack" should be listed by the French Ministry of External Affairs.

Natural Catastrophes: Abnormal intensity of a natural agent not caused by human intervention.

Insurance Code

Collection of legislative and regulatory texts governing the insurance contract.

Domicile

Domicile means your principal and habitual place of residence.

DROM POM COM

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

Transport carrier

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

Europe

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

Allowance

Part of the compensation to be borne by you.

Metropolitan France

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

Strike: Collective action consisting in a coordinated cessation of work by the employees of a company, an economic sector, a professional category for the purpose of supporting their demands.

Civil War

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

Foreign war

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

Illness / Accident

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

Family member

Family member means any person who can prove a link of relationship (legally or factually) with the insured.

Pollution:

Damage to the environment by introduction in the air, water or soil of materials not present naturally in the medium.

Habitual residence

By habitual residence of the member is meant his place of residence for fiscal purposes.

Loss

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

Subscriber

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

Subrogation

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

Family Tariff (minimum 3 persons)

The family tariff is applicable to parents or concubines accompanied by at least one child under their care. This guarantee is also granted to grand-parents accompanying their grand children instead of and in the place of their parents.

Third party

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

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

WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

Les garanties and/or services subscribed under this contract are applicable in the entire world.

WHAT IS THE DURATION OF THE CONTRACT?

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

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

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

For voyages with only the outward ticket: All the guarantees expire on arrival at the destination.

HOW IS YOUR COMPENSATION CALCULATED?

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

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

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

WHAT IS THE TIMEFRAME FOR YOUR COMPENSATION?

The settlement takes place within a period of fifteen days from the agreement concluded by us or from the notification of the judgement ordering enforcement.

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

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

WHAT ARE THE MODALITIES FOR EXAMINING THE COMPLAINTS?

In case of difficulty, you should send your complaint to:

Gan Eurocourtage

Tour Gan Eurocourtage - Consumer relations division

4 – 6 avenue d'Alsace - 92033 La DEFENSE CEDEX

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

AUTHORITY FOR THE CONTROL OF INSURANCE COMPANIES

Insurance and Mutuals Control Authority (ACAM)

61 Rue Taitbout

75436 PARIS CEDEX 09

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

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

Conforming to the Law No. 78 – 17 dated 6 January 1978 relating to computer data, files and liberties; you have a right to opposition, access, rectification and communication of data concerning you by contacting your insurer at the following address: Gan Eurocourtage –Consumer relations department – Tour Gan Eurocourtage – 4-6, avenue d'Alsace – 92033 La Défense cedex. e-mail: relationsconsommateurs@gan-eurocourtage.fr

SUBROGATION

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

WHAT IS THE LIMITATION PERIOD?

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

CANCELLATION COSTS "All causes"

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
The date of subscription of this contract	Date of departure – place of convocation of the group (outward journey)

WHAT DO WE GUARANTEE?

We reimburse the advances and all amounts kept back by the tour organiser, after deducting an allowance indicated in the table of guarantee amounts, that are invoiced to you according to the General Sales Conditions of the organiser, when you are obliged to cancel your (outward) journey.

IN WHAT SITUATIONS CAN WE INTERVENE?

A / We can intervene in cases of serious illness or accident concerning yourself or a member of your family (legally or factually), recognised by a competent medical authority and preventing you from leaving on your planned journey.

We can intervene in case of death of a member of your family (legally or factually) or of yourself.

B / You are entitled to the guarantee also in all the other cases of cancellation, if your departure or the exercise of planned activities during your trip is prevented by a **provable** random event.

By random event, we mean any circumstance not provoked by you or by a member of your family and not excluded under this contract, unforeseeable on the date of subscription.

Extension of guarantee: In case of natural catastrophe, pollution, attack or terrorist attempt, Gan Eurocourtage shall reimburse the cancellation costs after deducting the allowance mentioned in the table of guarantees provided the following points are cumulatively obtained:

- The event has resulted in material or bodily damages in the destination city of your stay (or within a radius of 50 Kms)
- The date of your planned departure falls less than thirty days after the occurrence of the said event

A / and B / CANCELLATION OF PERSONS ACCOMPANYING YOU

Because of your cancellation, we also cover the reimbursement of cancellation costs of persons registered at the same time as yourself and insured by the same contract, when the reason for cancellation is one of the causes mentioned above. Our reimbursement is limited the coverage of 9 persons maximum for the same event.

If the person(s) desire travelling alone, the additional costs relating to your cancellation are taken into account; however, our reimbursement shall not exceed the amount due if they had cancelled at the same time as yourself.

EXCLUSIONS FROM OUR COVERAGE

We cannot intervene if your cancellation is the result of:

- **An event, an illness or an accident that has already been recognised, if it is a relapse, an aggravation or a hospitalisation between the date of purchase of the tour and the subscription date of the insurance contract**
- **An absence of risk**
- **An intentional act and/or wrongful under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician.**
- **A nuclear incident, a civil or foreign war, riots or strike**
- **The simple fact that the French Ministry of Foreign Affairs has made an advice against the destination of your tour**
- **An act of negligence from your side**
- **Any event whose responsibility may fall on the tour organiser in application of the Law 92-645 dated 13 July 1992.**

WHAT IS THE AMOUNT OF OUR INTERVENTION?

We cover the amount of cancellation costs incurred on the date of event coming under the guarantee, conforming to General Sales Conditions of the tour organiser, with a maximum and an allowance mentioned in the table of guarantee amounts.

The insurance premium cannot be reimbursed under any circumstance.

WHAT IS THE TIME LIMIT FOR DECLARING THE LOSS?

1/Medical reason: You must declare your loss as soon as it is recognised by a competent medical authority that the seriousness of your health condition is a counter-indication to your travel.

If your cancellation takes place after this counter-indication to your travel, our reimbursement will be limited to cancellation costs in force on the date of counter-indication (calculated according to the scale of the tour organiser notified to you at the time of your registration).

For all other reasons for cancellation: You must declare your loss as soon as you learn of the event invoking the guarantee. If your cancellation of travel takes place after this date, our reimbursement will be limited to the cancellation costs in force on the date of counter-indication (calculated according to the scale of the tour organiser notified to you at the time of your registration).

2/ On the other hand, if the loss is not declared to us directly by the travel agency or the tour organiser, you must inform us within five working days following the event invoking the guarantee. For this, you must send us the declaration of loss enclosed with the insurance contract handed over to you.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

In case of illness or accident, you must send us:

- The medical questionnaire enclosed with the notice acknowledging the reception of your declaration of loss, duly completed by a medical authority and describing in particular the nature of pathology, the date of counter-indication for travelling, the treatment and medical tests prescribed if any. **Additional particulars may be required by the physician counsel if the medical questionnaire is not sufficiently detailed for allowing him to make a decision.**

- A medical certificate indicating the date of counter-indication for travelling.

- In case of accident, you must in addition provide us with the causes and circumstances and provide us with the names and addresses of those responsible and if necessary, the witnesses.

The medical documents should be sent to us using the pre-printed envelope addressed to the physician counsel that we shall forward to you on reception of your declaration of loss.

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

In case of death: Your heirs must send us the death certificate and the civil registry or the copy of family book for proving the family relationship.

For non-medical reasons of cancellation: You must provide us all available proof for proving the random and unintentional character of the reason for cancellation

In all the cases, you must also send us:

- The number of your insurance contract
- Registration certificate issued by the travel agency
- In case of tour package: The registration invoice established by the tour organiser
- In case of dry flight: the copy of your electronic ticker, the tariff conditions and the proof of cancellation of your file from the airlines or the travel agency
- The original of the invoice paid for the debit that you are required to make to the tour organiser or the amount held back by him (invoice of cancellation costs)

COSTS OF CANCELLATION OF ACTIVITY

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Planned date of departure – place of convocation of the organiser	The planned return date of the trip (place of dispersion of the group)

WHAT DO WE GUARANTEE?

During your voyage, if your state of health (duly recognised by a local medical authority) prevents you from practising a planned activity mentioned in your registration invoice and insured by this contract (thalassotherapy cure, excursion, scuba diving...) even though your health does not call for a repatriation, we shall cover the reimbursement of the service not provided and non reimbursable.

EXCLUSIONS FROM OUR COVERAGE

We cannot intervene if your cancellation is the result of:

- **An absence of risk**
- **An intentional act and/or wrongful under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician.**
- **A conscious non-observation of laws and regulations in force in the State of place of stay and domicile.**
- **An act of negligence from your side.**

Activities purchased during the trip (even though from a representative of the tour organiser) are not guaranteed.

WHAT IS THE AMOUNT OF OUR INTERVENTION?

We cover the amount of services not provided and non reimbursable with a maximum and an allowance indicated in the table of guarantee amounts.

WHAT IS THE TIME LIMIT FOR DECLARING THE LOSS?

1 You must declare your loss as soon as it is recognised by a competent medical authority that the seriousness of your health condition is a counter-indication to practising the planned activity.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

- A medical certificate precisely indicating the nature of pathology and the date of counter-indication for practising the activity.
- In case of accident, you must in addition provide us with the causes and circumstances and provide us with the names and addresses of those responsible and if necessary, the witnesses.

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

In all the cases, you must also send us:

- The number of your insurance contract
- The original invoice for non reimbursable costs established by the provider.
- The registration invoice for the activity established by the provider.

DEPARTURE MISSED – RETURN MISSED

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Departure missed: The date of subscription of this contract Return missed: The date of return appearing on the registration invoice	Departure missed: Date of departure – place of convocation of the group (outward journey) Return missed: On arrival at your domicile

DEPARTURE MISSED

If an unforeseeable event beyond your influence, that can be proved, prevents you from taking the transport provided by the tour organiser for reaching the destination within the following 24h or by the first available flight, we shall reimburse, within the limit fixed in the table of guarantee amounts, the price of the ticket that you were obliged to purchase for reaching your destination (if your initial transport ticket is not modifiable).

Under any circumstance, the amount shall not be higher than that resulting from your cancellation.

RETURN MISSED

If an unforeseeable event beyond your influence, that can be proved, prevents you from taking the connection provided the place of arrival and your domicile, we shall reimburse, (within the limit fixed in the table of guarantee amounts), the transport ticket that you were obliged to purchase (replacing the ticket already in your possession and made unusable) for returning to your domicile.

For the same trip, you can obtain both the guarantee Departure missed and Return missed. However, our reimbursement for these two guarantees shall be limited to the maximum amount appearing on the table of guarantee amounts.

EXCLUSIONS FROM OUR COVERAGE

We cannot intervene if the Departure and/or the Return missed results from:

- **An absence of risk**
- **An intentional act and/or wrongful under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician**
- **A nuclear incident, a civil or foreign war, riots or strike**
- **An act of negligence from your side.**

BAGGAGE

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
From checking in or registration of your baggage by the carrier or handing over of keys for a rental.	At the time of final restoration of baggage by the carrier on return or on the return of keys for a rental

DEFINITIONS

Baggage: Your bag or suitcase as well as any article par of your baggage excepting personal objects, valuable objects and articles defined in § exclusions of the baggage chapter.

Personal objects: Photographic cameras, camcorder, cellular telephones, PDA, portable games console, portable computer multimedia readers. Are guaranteed only the personal objects whose purchase date is less than three years.

Valuable objects: Jewellery, watches, furs.

Aggravated theft: Theft committed by a third party, with violence or break-in, proved and recognised as such by a competent authority.

WHAT DO WE GUARANTEE?

We cover to the maximum extent of amount indicated in the table of guarantee amounts, your **baggage, personal objects**, and **valuable objects** carried with you or purchased during your trip, outside your principal or secondary place of residence.

The **baggage** is covered against theft, total or partial destruction and loss only during carriage by a transport carrier.

The **valuable objects** and **personal objects** are guaranteed ONLY against **aggravated theft** as recognised by competent authorities of the concerned country (police, gendarmerie, transport carrier, purser on board...) and ONLY in the country of stay.

WHAT ARE THE LIMITS OF OUR COVERAGE?

If you use a private vehicle, the risks of theft are covered provided your **baggage** and **personal objects** are kept in the boot of the vehicle locked with key and hidden from sight. Only theft by breaking in is covered. If the vehicle is parked on a public road, the guarantee is applicable only between 7 a.m. and 10 p.m. Valuable objects are not covered.

The valuable and personal objects are covered only against **aggravated theft** and provided they are carried on you, transported with you in a baggage article not handed over to a carrier or left in a hotel room or apartment locked with key. **The guarantee is applicable only in the country of stay.**

LATE DELIVERY

In case if your baggage are not handed over to you at the airport of destination (outward journey) and if they are restored to you with more than 24 hours of delay, we shall reimburse on presentation of supporting documents the purchases made for the purpose of remedying the absence of your baggage at your place of stay, within the maximum amount indicated in the table of guarantee amounts.

If you are not in a position to present proof of purchases, a lump sum amount specified in the table of guarantee amounts shall be allocated to you.

The guarantee expires as soon as your baggage is returned to you.

However, you cannot cumulate this compensation with other compensations of the BAGGAGE guarantee.

THEFT OF IDENTITY DOCUMENTS

We cover to the extent of amount indicated in the table of guarantee amounts the reimbursement of reconstitution costs relating to your passport, identity card or residential permit card, vehicle registration card or driving license following a theft and on presentation of supporting documents.

EXCLUSIONS FROM OUR COVERAGE

- **Theft of your baggage, personal objects and valuable objects resulting from your forgetfulness or negligence.**
- **Theft of personal objects and valuable objects included in your baggage and entrusted to a transport carrier.**
- **Loss or damage to personal objects and valuable objects whatever the circumstances of the loss.**
- **Objects forgotten, lost (except by a transport carrier for the baggage) or exchanged.**
- **Theft without break-in duly recognised and recorded by an authority (police, gendarmerie, transport carrier, purser, etc).**
- **Accidental damages due to spillage of liquids, greasy materials, pigments, or corrosives that may have been contained in your baggage.**
- **Confiscation of articles by the authorities (customs, police).**
- **Damages caused by insects and/or rodents as well as cigarette burns or a non-incandescent source of heat.**
- **Theft committed in a convertible car, break or any other vehicle not equipped with a boot.**
- **Breakage of fragile objects, such as in porcelain, glass, ivory, pottery, marble, wood.**
- **Indirect damages such as depreciation or loss of use, inherent vice, obsolescence, natural and normal wear.**
- **Objects designated below: consumable goods, animals, bank notes, credit cards, cheque books, transport tickets, documents of all kinds, all prostheses, appliances of any kind, eye glasses, contact lenses, key of all kinds, documents recorded on tapes or films, commercial representatives, collections, paintings, spirits, lighters, pens, cigarettes, documents, trailers, security bonds.**
- **Absence of risk**
- **A deliberate and/or wrongful act under the law.**
- **A nuclear incident, a civil or foreign war, riots or strike**

- **An act of negligence from your side.**

WHAT IS THE AMOUNT OF OUR INTERVENTION?

The amount indicated in the table of guarantee amounts forms the maximum reimbursement for all losses occurring during the guarantee period.

An allowance per file is specified in the table of guarantee amounts.

HOW IS YOUR COMPENSATION CALCULATED?

For the **baggage**, you are compensated based on the purchase value after deducting for obsolescence calculated as follows: 20% for the first year, 10% for each additional year.

For **personal objects** and **valuable objects** you are compensated based on the **purchase value appearing exclusively on the original invoice on the date of loss and limited to the amount appearing on the table of guarantee amounts.**

For this, you must provide us exclusively the original of the purchase invoice of the concerned object (pro forma or duplicate invoices are not accepted)

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

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

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

In case of theft:

- File a complaint as soon as possible with the competent authority of the country of origin closest to the place of crime (police, gendarmerie, purser...) and send us the copy of complaint mentioning the circumstances of theft
- Detailed inventory and cost estimates of objects stolen
- Original purchase invoice with date and number mentioning the mode of payment for the objects stolen
- In case of theft or loss of a baggage checked in with a carrier, send us the certificate of irregularity issued by the airlines
- Copy of your transport ticket and the stub of your boarding card.

In case of damages:

- Certificate of damages established by the representative of the carrier or the hotel management
- Copy of your transport ticket and the stub of your boarding card
- Estimate of repairs or certificate of non-reparability.

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

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

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

If you are unable to submit to us the required proof of purchase, we shall compensate you base on the lump sum value specified in the table of guarantee amounts.

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

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

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

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

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

TRANSPORT DELAYS Airlines, Train and Ships

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Planned date of departure – place of convocation by the organiser	Planned date of return from the trip (place of dispersal of the group)

DEFINITIONS

Period of travel guaranteed

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

Time of arrival initially planned

- For outward CHARTER flights: the time mentioned on the outward air ticket
- For return CHARTER flights: the time notified to you by the travel agency
- For REGULAR flights: the time fixed by the airlines.
- For carriage by train or ship: the time mentioned on the transport ticket.

Transport delays

It is the arrival of guaranteed transport at its final destination one hour later than the initially announced arrival time.

If the initial travel is cancelled less than 24 hours before its departure time, it is the difference between the arrival time of the replacement transport at its final destination and the initially announced arrival time of the cancelled transport.

Guaranteed journey

It is the journey for which you have subscribed the guarantee "TRANSPORT DELAYS".

However, if this journey is cancelled more than 24 hours before the initially announced departure time, the "TRANSPORT DELAYS" guarantee covers the replacement journey.

WHAT IS THE NATURE OF THE GUARANTEE?

The guarantee provides for the reimbursement of an amount mentioned in the table of guarantee amounts, if the guaranteed journey is delayed by at least four hours.

The guarantee is not due if the journey is cancelled by the transport company.

The compensations can be cumulated if you are faced with a delay of minimum four hours during the outward journey and minimum four hours during the return journey.

IN WHAT SITUATIONS CAN WE INTERVENE?

If the guaranteed journey is delayed by four hours to seven hours on the outward journey or the return journey, we shall give you a compensation according to the amount mentioned in the table of guarantee amounts.

If the guaranteed journey is delayed by more than seven hours:

For the outward journey:

Either you proceed with the journey and we shall compensate you according to the amount mentioned in the table of guarantee amounts -

Or, you do not wish to proceed with the journey and we shall reimburse the price of your journey (flight and insured services) with a maximum specified in the table of guarantee amounts

For the return journey:

We compensate you according to the amount mentioned in the table of guarantee amounts.

WHAT ARE THE OBLIGATIONS TO BE RESPECTED IN CASE OF LOSS?

TRANSPORT DELAYS

You must imperatively have completed and stamped in advance by the transport company that has made the journey or else by the airport authorities (for air transport) the declaration of loss enclosed with the General Conditions given to you during the subscription, **mentioning therein the announced arrival time and the real arrival time of the guaranteed journey.**

If you cannot complete this step due to any reason whatsoever, the time retained for the calculation of your compensation shall be the time indicated by the travel agent or by the transport company that has carried you.

Immediately on your return from the trip and latest within the month following it, you must send us the copy of your transport ticket, the purchase invoice of the guaranteed travel, the stub of your boarding ticket, and also the above mentioned declaration of loss duly completed.

CANCELLATION OF JOURNEY FOLLOWING DELAY LONGER THAN SEVEN HOURS

In case of delay longer than seven hours and if you decide to cancel your journey, you must provide us with a certificate from the company conforming that you have not boarded the transport.

You must also send us the copy of your transport ticket, the registration invoice of the tour organiser, the registration notice of the agency and the invoice of cancellation costs for all the services.

IMPORTANT:

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

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

WHAT ARE THE EXCLUSIONS APPLICABLE TO THIS GUARANTEE?

We cannot intervene when your transport delays result from:

- **An absence of risk**
- **An intentional and/or wrongful act under the law.**
- **A nuclear incident, a civil or foreign war, riots or strike**
- **An act of negligence from your side.**

PRICE REVISION

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
The date of subscription of this contract and more than 30 days before the departure.	The date of payment of balance amount of price of tour, without this date being less than 30 days before the departure.

DEFINITIONS

Minimum for intervention: No intervention for any loss less than the amount mentioned in the table of guarantee amounts. However, if the loss exceeds this minimum limit, a reimbursement will be made after deducting the absolute allowance.

Absolute allowance: Always deducted from the compensation, whatever the extent of loss.

WHAT DO WE GUARANTEE?

In case of price revision applicable to your tour, occurring between the date of reservation and the payment of an advance on the one hand and the date of issue of the invoice regarding the balance amount of the price of tour on the other hand, without this date being less than thirty days before the departure, we guarantee within the limits mentioned in the table of guarantee amounts the reimbursement of additional costs resulting from an increased cost variation in the price of tour linked with a rise in fuel price or/and port and airport taxes and other dues or/and variation in currency exchange rates.

Our guarantee is applicable only in case of:

- **Fuel surcharge:** Variation in the cost of transport ticket, linked to an increased cost of fuel (WTI index), occurring between the date of reservation and payment of an advance on the one hand and the date of payment of the balance of tour price on the other hand, without however this date being less than 30 days before the departure.
- **Variation in the cost of port or airport taxes and other dues** occurring between the date of reservation and payment of an advance on the one hand and the date of payment of the balance of tour price on the other hand, without however this date being less than 30 days before the departure.
- **Variation of currency exchange rates:** (Rate of the currency used for calculating the price of the tour, provided that the conversion rate of the currency into EURO (€) appears in the special conditions or the tour organiser) occurring between the date of reservation and payment of an advance on the one hand and the date of payment of the balance of tour price on the other hand, without however this date being less than 30 days before the departure.

WHAT ARE THE EXCLUSIONS APPLICABLE TO THIS PRICE GUARANTEE?

- Increase in the price of tour due to the reservation of new services or due to a modification of your initial reservation
- Increase in the price of tour due to a lapse of any kind, including financial, of the tour organiser or carrier, making the execution of contractual obligations impossible
- Increase in the price of tour within thirty days before the departure
- Increase in price of tour for any reason other than the fuel surcharge, variation in the cost of taxes and variation in exchange rates.
- Absence of risk
- A deliberate and/or wrongful act under the law.
- A nuclear incident, a civil or foreign war, riots or strike
- An act of negligence from your side.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

You must inform us within five working days after learning of the event for which the guarantee is applicable, except in case of unforeseeable or force majeure:

- **You must send to PRESENCE ASSISTANCE TOURISME – BP 2101 – PARIS CEDEX 16 - all the documents necessary for preparing your file and proving the grounds of your claim and determining its amount:**

For 'lump sum' files:

- The number of contract subscribed by you
- Insurance contract or its photocopy
- Initial registration notice of the tour
- Photocopy of registered letter or invoice notifying the revision of price for the tour
- Paid-up invoice of the tour.

For transport tickets:

- The number of contract subscribed by you
- Screenshots (to be provided by your travel agency) on the date of reservation and on the date of issue
- The invoice issued by the travel agency for the price increase, corresponding to the difference in the price of tour between two days, on the date of reservation with payment of an advance and the date of issue and payment of the balance price for the tour.

REPATRIATION ASSISTANCE

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Planned date of departure – place of convocation of the organiser	The planned return date of the trip (place of dispersion of the group)

If you find yourself in one of the situations mentioned below, we shall organise, conforming to general and special conditions of your contract, the services described, on simple telephone call, reception of a fax message or an e-mail.

In all the cases, the decision of assistance and the choice of appropriate means belong exclusively to the physician of Gan Eurocourtage, after contact with the physician in-charge locally and if required, the family of the beneficiary. Only the medical interest of the beneficiary and the respect of sanitary regulations in force are taken into consideration for finalising the decision of transport, the choice of means used for this transport and the eventual place of hospitalisation.

Gan Eurocourtage cannot substitute itself for local emergency assistance organisations under any circumstance.

WHAT DO WE GUARANTEE?

REPATRIATION OR MEDICAL TRANSPORT

If you are ill or injured and if your state of health calls for a transfer, we shall organise and bear the cost of your repatriation up to your residence in Europe or to the hospital centre closest to your residence and suited to your state of health. If you are not domiciled in EUROPE, we shall repatriate you to your country of residence against the payment by you of the difference in the price of your

repatriation to your country of residence and the costs relating to our care if it was provided in Continental France (excluding drom pom com).

According to the seriousness of the case, the repatriation or transport is made under medical surveillance, if necessary using the most appropriate among the following means:

- Special air ambulance
- Regular flight, train, wagon lit, ship, ambulance.

ACCOMPANYING PERSONS DURING REPATRIATION OR MEDICAL TRANSPORT

If you are transported under the following conditions, we shall organise and bear the additional cost of transport for the insured members of your family or an insured person under this contract and accompanying you, if the transport tickets meant for their return to Europe cannot be used because of your repatriation. If you are not domiciled in EUROPE, we shall repatriate you to your country of residence against the payment by you of the difference in the price of your repatriation to your country of residence and the costs relating to our care if it was provided in Continental France (excluding drom pom com).

PRESENCE IN CASE OF HOSPITALISATION

If you are hospitalised and if your state of health does not allow you to be repatriated before seven days, we shall organise and bear the cost of transporting a member of your family or a person designated and remaining in Europe, to your bedside. If you are not domiciled in EUROPE, we shall repatriate you to your country of residence against the payment by you of the difference in the price of your repatriation to your country of residence and the costs relating to our care if it was provided in Continental France (excluding drom pom com).

We shall also bear the hotel expenses of this person within the limit of the amount specified in the table of guarantee amounts.

EXTENSION OF HOTEL STAY

If your state of health does not justify hospitalisation or medical transport and if you cannot undertake your return on the initially planned date, we shall bear the additional costs of hotel stay for yourself and also for the insured members of your family or a person insured under this contract accompanying you, within the limit of the amount mentioned in the table of guarantee amounts.

As soon as your state of health allows it, we shall organise and bear the additional transport costs for yourself and eventually for the insured members of your family or an insured person staying with you if the transport tickets meant for your and their return to Europe cannot be used because of this event. If you are not domiciled in EUROPE, we shall repatriate you to your country of residence against the payment by you of the difference in the price of your repatriation to your country of residence and the costs relating to our care if it was provided in Continental France (excluding drom pom com).

HOTEL COSTS

We shall reimburse for a person accompanying you his hotel costs within the limit of the amount indicated in the table of guarantee amounts, under the following situations:

- You are hospitalised in a city different from the one planned in your registration notice.
- On your death, if one of the persons accompanying you wishes to remain during the period of completing administrative formalities.

ADDITIONAL REIMBURSEMENT MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION COSTS OUTSIDE THE COUNTRY OF RESIDENCE OF THE INSURED PERSON

We shall reimburse to you, after the intervention of Sécurité Sociale (Social Security) or any other equivalent organisation of the country of residence, the costs remaining to be borne by you within the limit of the amount mentioned in the table of guarantee amounts.

In case the Sécurité Sociale does not bear these expenses, we shall intervene on the first euro within the limit of the amount mentioned in the table of guarantee amounts.

We shall also bear, under the same conditions, the cost of minor dental care within the limits of amount mentioned in the table of guarantee amounts.

An allowance specified in the table of guarantee amounts is deducted per event and per insured person (except dental care).

TRANSPORT OF BODY IN CASE OF DEATH

We shall organise and bear the costs of transporting the body from the mortuary, in Metropolitan France or abroad, to the place of funerals in Europe. If you are not domiciled in EUROPE, we shall repatriate your body to your country of residence against the payment by your heirs of the difference in the price of repatriation of your body to your country of residence and the costs relating to our services if they were provided in Continental France (excluding drom pom com).

We also bear the accessory costs necessary for the transport, including the cost of the coffin, within the limit of amount specified in the table of guarantee amounts.

The costs of the ceremony, accessories, burial or cremation in Europe are to be borne by the families.

We shall organise and bear the additional cost of transport for the insured members of your family or a person insured under this contract and accompanying you, if the transport tickets meant for their return to Europe cannot be used because of this repatriation. If you are not domiciled in EUROPE, we shall repatriate your body to your country of residence against the payment by your heirs of the difference in the price of repatriation of your body to your country of residence and the costs relating to our services if they were provided in Continental France (excluding drom pom com).

PREMATURE RETURN

If you have to interrupt your tour prematurely due to one of the situations listed below, we shall organise and bear the additional cost of transport for yourself and for the insured members of your family or a person insured under this contract and accompanying you, if the transport tickets meant for their return to Europe cannot be used because of this event. If you are not domiciled in EUROPE, we shall repatriate you to your country of residence against the payment by you of the difference in the price of your repatriation to your country of residence and the costs relating to our care if it was provided in Continental France (excluding drom pom com).

We shall intervene in case of:

- Serious illness, serious accident leading to the hospitalisation or death of a member of your family, your professional replacement, the person looking after your minor children or a handicapped person living with you, a legal ward, a person habitually living under your roof.
- Serious material damages requiring your presence imperatively and affecting your residence or your professional premises following a burglary, fire or water infiltration.

PAYMENT OF SEARCH AND RESCUE COSTS

We bear to the extent of maximum limit of amount mentioned in the table of guarantee amounts, the costs of search operations in high seas or mountain as well as the primary first-aid costs.

Only the costs invoiced by a company duly approved for these operations can be reimbursed.

ASSISTANCE PRINCIPAL RESIDENCE:

Guarding your residence after a break-in requiring imperatively the presence of a person at that place. This guarantee cannot be cumulated with premature return and the cost cannot exceed that of a return ticket to the domicile of the insured person.

We shall reimburse within the limit of 150 € the costs of interventions by a locksmith for opening your principal residence if your keys are lost or stolen during your trip.

ADVANCE OF MEDICAL COSTS

If you are outside your country of residence and unable to pay your medical bills following a hospitalisation due to an illness or accident occurring during the guarantee period, we shall intervene on your simple request for making an advance within the limits of our commitments, against a surety cheque for an amount corresponding to the estimated extent of costs. The surety cheque shall be returned on providing proof of the official position of the Social Security and/or any health insurance organisation that can cover the costs advanced. You shall be required to sign a recognition of debt at your place of stay. This guarantee will cease to be applicable on the date when we are in a position to repatriate you or on the date of your repatriation to your country of origin.

ADVANCE OF FUNDS ABROAD

Following a theft or loss of your means of payment, (credit card, chequebook ...) or your initial transport ticket, we shall advance you the funds within the limit of amounts indicated in the table of guarantee amounts. You will be required to provide a surety cheque and recognition of debt at your place of stay.

RETURN OF CHILDREN LESS THAN 15 YEARS OLD

If you are ill or injured and if there is no one in a position to look after your children less than 15 years old accompanying you, we shall organise and bear the cost of outward and return travel for a person of your choice or one of our hostesses for bringing them to your residence or residence of a family member in Europe. If you are not domiciled in EUROPE, we shall organise and bear the cost of outward and return travel to your country of residence against the payment by you of the difference in the price of this repatriation to your country of residence and the costs relating to our services if they were provided in Continental France (excluding drom pom com).

YOU REQUIRE LEGAL ASSISTANCE IN A FOREIGN COUNTRY

a) Payment of honoraries

We shall pay within the limits of amount mentioned in the table of guarantee amounts, the honoraries of legal counsel engaged by you, if you are prosecuted for involuntary breach of laws of the country where you are staying.

b) Advance of penal surety

If, in case of involuntary breach of the laws of the country where you are staying, you are obliged by the authorities to pay a penal surety, we shall make you an advance within the limit of the amount mentioned in the table of guarantee amounts.

This advance should be reimbursed within a period of one month following the presentation of a request for reimbursement sent by us.

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

SHIPMENT OF DRUGS ABROAD

We shall take all measures for finding and sending the drugs essential for continuing the medical treatment in progress that may be prescribed by a physician, in case if, not having these drugs available, following an unforeseeable event, you find it impossible to procure them locally or to obtain their equivalent.

The cost of these drugs is to be paid by you in all the cases.

FORWARDING OF MESSAGES

We shall look after the forwarding of messages meant for you when you cannot be contacted directly, for example, in case of hospitalisation.

Similarly, we can communicate on a call from a member of your family a message left by you for his attention.

WHAT ARE THE SPECIFIC EXCLUSIONS TO ASSISTANCE FOR PERSONS?

We do not guarantee:

- . The absence of risk
- Convalescences and disorders (illness, accident) under treatment and not yet consolidated on the date of starting the trip
- Pre-existing disorders diagnosed and/or treated having required a hospitalisation during six months previous to the request for assistance
- Trips undertaken for the purpose of diagnosis and/or treatment
- Conditions of pregnancy except unforeseeable complication and in all the cases, after the 32nd week of pregnancy
- Consequences of suicide attempts by the insured person
- Intentional and/or wrongful acts under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician
- Deliberate breach of laws and regulations in force in the State of the place of stay
- Consequences of a nuclear incident, a civil or foreign war, terrorist attacks, riots or strike.
- For the guarantee of medical, surgical, pharmaceutical and hospitalisation costs outside the country of residence of the insured person
 - Costs resulting from an accident or illness medically recognised before the taking effect of the guarantee, except in case of proven and unforeseeable complication, the costs of the treatment of a pathological, physiological or physical condition medically recognised before the taking effect of the guarantee, except in case of proven and unforeseeable complication

- Costs of internal, optical, dental, auditory, functional, aesthetic or other prostheses
- Costs incurred in the country of residence whether or not they are the result of an accident or illness occurring in France or in a foreign country
- Costs of spa cures and stay in nursing home, physiotherapy costs
- Costs incurred without our prior approval
- Consequences of a deliberate breach of regulations of the countries visited or the practice of activities prohibited by local authorities.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

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

By telephone

From France: 01.45.16.77.18

From abroad: 00.33.1.45.16.77.18

Preceded by the local access code to international phone network

Par Fax

From France: 01.45.16.63.92 or 01.45.16.63.94

From abroad: 00.33.1.45.16.63.92 or 00.33.1.45.16.63.94

Preceded by the local access code to international phone network

e-mail: assistance@mutuaide.fr

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

For any request for reimbursement you must:

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

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

WHAT ARE THE LIMITS APPLICABLE IN CASE OF FORCE MAJEURE?

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

INTERRUPTION OF STAY

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Planned date of departure – place of convocation of the organiser	The planned return date of the trip (place of dispersion of the group)

WHAT DO WE GUARANTEE?

If your stay is interrupted following:

-Your medical repatriation (cf assistance chapter of this contract) **organised by GAN Eurocourtage or another assistance provider**

-Your premature return (cf assistance chapter of this contract) **organise by GAN Eurocourtage or another assistance provider.**

We shall reimburse to you and also to insured members of your family or to an insured person without family relationship, the costs of unused stay (transport ticket not included) calculated proportionally. Our reimbursement shall be calculated from the night half following the event leading to your medical repatriation or from the date following your premature return.

No compensation shall be due if you interrupt your stay without calling GAN Eurocourtage or another assistance provider.

WE EXCLUDE

- Reimbursement of unused services when your medical repatriation or your premature return is not organised by GAN Eurocourtage or another assistance provider.
- Absence of risk
- Intentional and/or wrongful acts under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician
- Consequences of a nuclear incident, a civil or foreign war, terrorist attacks, riots or strike
- An act of negligence from your side.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

You must send us:

- The file number communicated by the assistance provider during your medical repatriation or your premature return.
- The name of the assistance provider who has carried out your medical repatriation or premature return
- The registration invoice of the tour or else a certificate from the tour organiser mentioning the details of services on ground and the transport cost.

COMPENSATION TRIP

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Planned date of departure – place of convocation of the organiser	The planned return date of the trip (place of dispersion of the group)

WHAT DO WE GUARANTEE?

Following your medical repatriation (illness or accident affecting you personally) cf chapter on Repatriation Assistance in this contract, organised by our services or by an assistance provider, you shall obtain a credit-voucher from your travel agency for an amount equal to the lump-sum cost or to the initial Transport ticket initial, within this limits mentioned in the table of guarantee amounts. This amount is paid to the repatriated person as well as to his legal or factual spouse or to the accompanying person excluding all others.

This guarantee cannot be cumulated with the compensation of costs for interruption of stay.

This amount should be used within TWELVE MONTHS following the event having caused your repatriation and is valid only in the travel agency where you had purchased your trip originally.

CIVIL LIABILITY

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Planned date of departure – place of convocation of the organiser	The planned return date of the trip (place of dispersion of the group)

DEFINITIONS

Bodily injury

Any bodily injury suffered by a physical person and the prejudices resulting from it.

Property damage

Any damage, destruction, alteration, loss or disappearance of an object or substance as well as any physical injury to an animal.

Consequential property damage

All pecuniary loss resulting from deprivation of the enjoyment of a right, interruption of a service provided by a person or by a tangible or intangible property or loss of profits, that it the direct consequence of bodily injuries or property damages guaranteed.

WHAT DO WE GUARANTEE?

We guarantee the pecuniary consequences of civil liabilities you may incur on the one hand due to **bodily injuries** and/or **property damages** and on the other hand, due to their **consequential damages**, caused accidentally to any person other than an insured person or a member of your family, due to your action or that of persons, objects or animals under your responsibility. This will be

within the limit of the amount and after deduction of an allowance as indicated in the of table of guarantee amounts.

WE EXCLUDE

Our guarantee does not apply to:

- **Injuries resulting from the use of land vehicles driven by engine, sail or power boats and aircraft**
- **Damages resulting from any professional activity**
- **Consequences of property and/or personal losses suffered by you personally or members of your family or any other person who is injured under this contract**
- **Intangible losses except when they are the direct consequence of accidental property damages and/or bodily injuries that are guaranteed**
- **Damages resulting from the practice of aerial sports or hunting**
- **In case of absence of risk**
- **Intentional and/or wrongful acts under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician**
- **Consequences of a nuclear incident, a civil or foreign war, terrorist attacks, riots or strike.**

WHAT ARE THE LIMITS OF OUR GUARANTEE?

TRANSACTION – ADMISSION OF LIABILITY

You must not accept any admission of liability or any transaction without our prior written agreement.

However, the simple acceptance of the fact of certain events is not considered as an admission of liability, so also the sole act of providing urgent aid to a victim, when this is an act of assistance that each person has the moral duty to perform.

You must notify us within five working days except in case of an act of nature or force majeure about any event likely to engage your civil liability; if this time limit is not respected and if we suffer a prejudice because of this, you may be deprived of your guarantee.

PROCEEDINGS

In case of legal action filed against you, we shall provide your defence and direct the proceedings regarding the facts and damages that are part of the guarantees provided under this contract.

However, you can associate yourself with our action when you can prove that you have a separate interest not covered under this contract.

The simple fact of pleading your case for conservatory purpose cannot by itself be interpreted as an acceptance of guarantee and does not in any way imply that we accept bearing the cost of harmful consequences of events that are not specifically covered by this contract.

Even if you have not fulfilled your obligations after the loss, we are required to compensate the persons towards whom you are liable. We nevertheless maintain in this case the right of initiating against you an action for reimbursement of all the amounts that we may have paid or advanced in your place.

APPEAL

With regard to appeal proceedings:

- In civil, commercial and administrative courts, we have a free choice under the guarantees of this contract
- In criminal courts, an appeal can be filed only with your approval
- If the litigation in a criminal court concerns only civil interests, the refusal to give your approval for filing an appeal results in the right for us to claim from you a compensation equal to the prejudice that this may cause us.

LEGAL COSTS

We shall bear the legal costs, dues and other settlement costs. However, if you are sentenced to an amount higher than that covered under the guarantee, each of us shall bear these costs in the proportion of his respective share in the sentence.

INDIVIDUAL ACCIDENT

TAKES EFFECT FROM	EXPIRY OF GUARANTEE
Planned date of departure – place of convocation of the organiser	The planned return date of the trip (place of dispersion of the group)

WHAT DO WE GUARANTEE?

We guarantee the payment of compensations specified in the table of guarantee amounts in case of bodily accident you may suffer from during your tour.

WHAT IS AN ACCIDENT?

It is a bodily injury non-intentional from your side, resulting from the sudden action of an exterior cause.

WHAT IS THE AMOUNT OF OUR INTERVENTION?

We shall pay the amount mentioned in the table of guarantee amounts in the following cases:

- In case of accidental death occurring immediately or if the death consequential to the accident occurs within one year after it, the capital is payable to the beneficiaries named by you or in default to your heirs
- In case of permanent invalidity, you shall receive a capital whose amount is calculated by applying the capital mentioned in the table of guarantee amounts, the invalidity rate determined according to the scale that shall be communicated to you on simple request.

WHAT IS THE AGE LIMIT?

Only persons aged more than 16 years and less than 70 years are entitled to the "travel accidents" guarantee.

INVALIDITY SCALE

	RIGHT (1)	LEFT (1)
- Complete loss:		
.of arm	75 %	60 %
. forearm or hand	65 %	55 %
. thumb	20 %	18 %
. index finger	16 %	14 %
. middle finger	12 %	10 %
. ring finger	10 %	8 %
. little finger	8 %	6 %
. thigh		60 %
. leg		50 %
. two limbs		100 %
. foot		40 %
. big toe		5 %
. other toes		3 %
. both eyes		100 %
. visual acuity or one eye		30 %
- Complete deafness, incurable and hearing aids not possible	40 %	
- Complete deafness of one ear, incurable and hearing aids not possible	15 %	
- Mental alienation, total or incurable	100 %	

(1) If it is proved medically that you are left-handed, the invalidity rate specified for the right-hand upper limb shall be applicable to the left-hand upper limb and vice-versa.

Invalidity rates not mentioned in the scale shall be determined by comparing their seriousness with cases listed above, without taking into account the profession of the victim.

By loss is meant the complete amputation or total paralysis of the limb in question or again, definitive and permanent ankylosis of all the articulations composing it.

OUR EXCLUSIONS

We cannot intervene in the following circumstances:

- **Accidents caused by blindness, paralysis, mental illness as well as all other illness of handicaps existing at the time subscription of contract**
- **Accidents caused by using a motorcycle of cylinder capacity more than 125 cm³ as driver or passenger**

- Accidents resulting from your professional activity
- Accidents caused by a transport company not approved for public carriage of persons

Accidents resulting from exercises carried out under military authority

- Accidents resulting from a natural catastrophe or an epidemic
- Accidents resulting from a nuclear incident, a civil or foreign war, terrorist attacks, riots
- An act of negligence from your side
- An absence of risk
- Intentional and/or wrongful acts under the law, the consequence of alcoholic conditions or the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a physician

HOW IS THE COMPENSATION CALCULATED?

The amount of compensation can be fixed only after consolidation, that is, after the date from which the effects of accident are stabilised.

The permanent invalidity entitled to compensation after accident to a limb or organ that is already removed is equal to the difference between the invalidity rate determined according to the scale given above and the invalidity rate remaining before the accident.

If the accident has resulted in several injuries, the global rate of invalidity retained for calculating the amount payable by us is calculated by applying the rate from the scale of invalidity given above that is the method retained for determining the rate of invalidity in case of work accidents.

The application of the scale of invalidity supposes in all the cases that the consequences of the accident are not aggravated by the action of a pre-existing illness or a handicap and that the victim has followed a suitable medical treatment after the accident. If this is not so, the invalidity rate retained for the compensation is determined taking into account the consequences that the accident would have had on a person whose pre-existing physical state was normal and who had followed a normally suitable medical treatment after the accident.

WHAT ARE YOUR OBLIGATIONS IN CASE OF LOSS?

Your declaration of loss must reach us within five working days except in case of an act of nature or force majeure about any event likely to engage your civil liability; if this time limit is not respected and if we suffer a prejudice because of this, you may lose your right to compensation.

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

- Initial medical certificate recognising the injuries
- Statements of witnesses, if any, to the accident
- Report or statement establishing the exact circumstances in which the accident occurred.

During your treatment, you must submit yourself to check-up by our physician counsel so that he can evaluate the consequences of the accident. You should undergo the medical examinations that he decides to carry out and provide us with all the elements necessary for processing your file.

If you so desire, you can have yourself accompanied by a physician of your choice.

In case of disagreement on the causes of the death or the injuries or the consequences of the accident entitled to compensation, we shall submit the dispute to two experts, one of them chosen by you or your heirs and the other by you, subject to our respective rights. In case of divergence, a third expert is appointed either by mutual agreement or by the president of the Higher District Court at your place of residence ruling on summary proceedings.

Each of us shall bear the costs and fees of his expert. The fees of the third expert shall be shared equally by the two parties.

SEND YOUR DECLARATION OF LOSS TO:

PRESENCE ASSISTANCE TOURISME
BP2101 – 75771 PARIS CEDEX 16

Name:

First name:

Address:

Postal code:

City:

Country:

Phone:

Dates of travel:

Date of loss:

Total price of the tour:

€

Declare*:

- Cancellation costs following:
 - Illness Accident Death Others (give details)
 - Transport delays of more than 7 hours
- Cancellation of activities
- Departure missed – Return missed
- Transport delays
- Baggage, due to:
 - Loss Theft Damages Delayed delivery Theft of identity documents
- Price revision
 - Surcharge carburant Airport taxes Variation of exchange rate
- Medical expenses due to:
 - Illness Accident
- Legal assistance
- Advance of penal surety
- Tour interruption costs
- Compensation trip
- Civil liability following:
 - Bodily injuries Property damage
- Individual accident

* Check the box(es) corresponding to the type of risk

Place:

Date

Signature:

DECLARATION DE SINISTRE TRANSPORT DELAYS
Loss claim for transportation delays
CONTRACT N° 78 634 685 MULTIRISKS PREMIUM

Partie à faire compléter par le guichet de la compagnie de transport
Part to be filled in by the company's desk

VOYAGE ALLER / outward journey

Ville / City:

Compagnie de transport / Company:

Jour d'arrivée (JJ/MM/AAAA) / Arrival day (DD/MM/YYYY)

Initialement prévu / initially expected: ____/____/____

Réel / effective day: ____/____/____

Hour d'arrivée (HH/MM) / arrival time (HH/MM):

Initialement prévu / initially expected: ____h____

Réel / effective time: ____h____

Cachet / Stamp:

Partie à compléter par l'assuré / Part to be completed by the insured person

Nom et prénom(s) de l'assuré: / *Name and first names of the insured person*

Adresse de l'assuré: / *Address of the insured person:*

CP : *Postal code:*

Ville / *City:*

Pays / *Country:*

Tél. : / *Phone:*

L'assuré déclare que les informations ci-dessus sont exactes et sincères et savoir que l'indemnité du retard d'avion se fera en application des dispositions contractuelles figurant sur la notice d'information ci-jointe dont il a pris connaissance

The insured person declared that the above information is exact and sincere and that he is aware that the compensation for flight delay will be made in application of contractual provisions specified in the information notice enclosed that he declares having read.

Fait le / *Date*

Signature

Document à retourner au plus tard 15 jours après la date de retour :
Document to be returned latest 15 days after the date of return, to:
PRESENCE ASSISTANCE TOURISME – BP 2101 – 75771 PARIS CEDEX 16

DECLARATION DE SINISTRE
Loss claim for transportation delay
CONTRACT No. 78 634 685 MULTIRISKS PREMIUM

Partie à faire compléter par le guichet de la compagnie de transport
Part to be filled in by the company's desk

VOYAGE RETOUR/ return journey

Ville : City:

Compagnie de transport / Company:

Jour d'arrivée (JJ/MM/AAAA) / Arrival day (DD/MM/YYYY)

Initialement prévu / initially expected: ____/____/____

Réel / effective day: ____/____/____

Hour d'arrivée (HH/MM) / arrival time (HH/MM):

Initialement prévu / initially expected: ____h____

Réel / effective time: ____h____

Cachet / Stamp:

Partie à compléter par l'assuré/ *Part to be completed by the insured person*

Nom et prénom(s) de l'assuré: / *Name and first names of the insured person*

Adresse de l'assuré: / *Address of the insured person:*

CP : *Postal code:*

Ville / *City:*

Pays / *Country:*

Tél. : / *Phone:*

The insured déclare que les informations ci-dessus sont exactes et sincères et savoir que l'indemnité du retard d'avion se fera en application des dispositions contractuelles figurant sur la notice d'information ci-jointe dont il a pris connaissance

The insured person declared that the above information is exact and sincere and that he is aware that the compensation for flight delay will be made in application of contractual provisions specified in the information notice enclosed that he declares having read.

Fait le / *Date*

Signature

Document à retourner au plus tard 15 jours après la date de retour :
Document to be returned latest 15 days after the date of return, to:
PRESENCE ASSISTANCE TOURISME – BP 2101 – 75771 PARIS CEDEX 16