



**OUEST**ASSURANCES  
plaisance



## GENERAL CONDITIONS AND IPIDs FOR THE INSURANCE PRODUCT “FORCE 9”

*Please find below the general conditions and IPIDs of the products that make up the FORCE 9 product. Only the references that you subscribed and that appear on your cover certificate shall apply to your contract:*

- **OUEST ASSURANCES Legal information**
- **information sheet and its IPID for excess repurchase contract no°8592352**
- **information sheet and its IPID for legal assistance telephone no°68force9ajt**
- **information sheet and its IPID for ALLIANZ TRAVEL contract n°602803**

## LEGAL INFORMATION

**OUEST ASSURANCES presentation:** (In accordance with the article L521-2 Code des Assurances) This contract is brought to you by OUEST ASSURANCES, Insurance Broker, registered at the ORIAS (Single Register of Insurance Intermediaries) under number 07 002 559 ([www.orias.fr](http://www.orias.fr)) - 1 Rue Jules Lefebvre, 75009 Paris) and with the RCS Saint Malo under number B350 162 350. The registered office is located at 16 avenue Jean-Jaurès 35400 SAINT - MALO. OUEST ASSURANCES is a limited liability company with a share capital of €15,000.

**Supervisory authority:** The supervisory authority is the "ACPR: Autorité de Contrôle Prudentiel et de Résolution", 4 Place de Budapest CS92459 75436 Paris Cedex 09.

OUEST ASSURANCES does not hold any direct or indirect shareholding in an insurance company. No insurance company holds a direct or indirect interest in OUEST ASSURANCES.

Within the framework of its activity, OUEST ASSURANCES has taken out civil liability insurance and a financial guarantee with the company CGPA.

OUEST ASSURANCES carries out its insurance brokerage activity in accordance with article L. 521-2, II, 1°, b) of the insurance code. For yachting contracts, its insurance partners are: ALBINGIA, ALLIANZ TRAVEL, CFDP, COVEA PJ.

**Contracts are interpreted and subject to French law.**

The broker's remuneration is based on a commission, i.e. remuneration included in the insurance premium (Article L521-2 II 2° b) as well as fees in the form of "Administrative charges" amounting to 20 euros (**Administrative charges are non-refundable**).

**Customer service:** In the event of a complaint, you can contact us by phone +33(0)2.99.82.53.34 or email [contact@ouest-assurances.fr](mailto:contact@ouest-assurances.fr) or by mail at our address Ouest assurances – Customer service - 16 avenue Jean Jaures - 35400 SAINT-MALO. *An acknowledgement of receipt will reach the Insured Party within ten (10) working days (excluding Sundays and public holidays) on receipt of the complaint. A reply will be provided to him at the latest within two (2) months following the date of receipt of his complaint, except in the event of special circumstances of which OUEST ASSURANCES would keep him informed.*

**Mediation:** If your complaint is unsuccessful, you can contact the Insurance Mediator by mail to "La Médiation de l'Assurance", Pôle CSCA, TSA 50110 75441 Paris CEDEX 09, or by e-mail: [le.mediateur@mediation-assurance.org](mailto:le.mediateur@mediation-assurance.org).

**Company complaint service:** Addresses and procedures available in the information sheet of the product referenced on this certificate

**Personal data:** The data relating to the Insured Persons constitutes personal data and is protected as such by the provisions of the French Data Protection Act n°78-17 of 6 January 1978 as amended and by the provisions of EU Regulation 2016/679 of 27 April 2016 relating to the protection of personal data and the free movement of such data,

You have the right to ask the controller for access to, correction or deletion of your personal data, or for a limitation of the processing relating to the data subject, or for the right to object to the processing and the right to portability of the data. For security reasons, all requests must be accompanied by proof of identity. In order to allow for an efficient processing of applications, persons exercising their above rights are requested to clearly indicate the right they wish to exercise as well as any element facilitating their identification (e.g. contract number). You also have the right to lodge a complaint with a supervisory authority, with the "Commission Nationale de l'Informatique et des Libertés" (CNIL), 3 place Fontenoy - TSA 80715 - 75334 Paris Cedex 07.

*(If you want to know more on our personal data policy please follow the link <https://www.ouest-assurances-plaisance.fr/en/mentions-legales> )*

**Further information on your rights and the processing of your personal data by the insurance company can be found in the information sheet of the product referred to on this certificate.**

**Right of renunciation: Multi-insurance:** In accordance with the provisions of Article L112-10 of the Insurance Code, the Insured Party who, for non-professional purposes, takes out an insurance contract constituting a supplement to a good or service sold by an intermediary, if he can prove prior cover for one of the risks covered by the present contract, may renounce the said contract, without charge or penalty, until it has been fully executed or until the Insured Party has invoked no cover. Such waiver must be made within fourteen (14) calendar days of the conclusion of this contract.

**Distance selling:** In accordance with Article L112-2-1 of the Insurance Code, a right of renunciation applies to insurance policies concluded at a distance. **This right of renunciation does not apply to travel or luggage insurance contracts or similar short-term insurance policies with a duration of less than one (1) month.**

**Declaration:** Any reticence or intentional misrepresentation on the part of the Insured in the declaration of the risk is sanctioned by the nullity of the contract. The Insurer has the right either to maintain the contract in return for an increase of the premium, or to cancel the contract within ten days by registered letter, by refunding the part of the premium that has been overpaid. If the finding is made only after the loss: The Insurer may reduce the indemnity in proportion to the amount of the premium paid in relation to the amount of the premium that would have been due if the risk had been fully and accurately declared.

**Prescription:** "All actions deriving from a contract of insurance are prescribed by two years from the event giving rise to it". However, this period shall run: 1° In the event of concealment, omission, false or inaccurate declaration of the risk incurred, only from the day on which the insurer became aware of it; 2° In the event of a claim, only from the day on which the interested parties became aware of it, if they prove that they were unaware of it until then.

## ■ THE PARTIES TO THE POLICY

**Policyholder:** OUEST ASSURANCES, 16 avenue Jean Jaurès 35400 SAINT MALO, represented by Denis CRAVEIA

**Insured:** A natural or legal person renting a seagoing vessel or recreational inland vessel that has taken out policy no. 8 592 352 and designated as such by the policyholder with the insurer.

**Insurer:** COVEA PROTECTION JURIDIQUE  
A French *société anonyme* (public limited company) with share capital of €88,077,090.60  
Registered on the Le Mans Trade and Companies Register under no. 442 935 227  
33, rue de Sydney - 72045 Le Mans Cedex 2

Company governed by the French Insurance Code and supervised by the Autorité de Contrôle Prudentiel et de Résolution (French Prudential Supervision and Resolution Authority) – 4 Place de Budapest – CS 92459 – 75436 PARIS Cedex 09 referred to as COVEA Protection Juridique or the insurer in this information notice.

## ■ DEFINITIONS

**Maritime Event** Accident resulting from:

- impacts external to the vessel, with a fixed or moving body,
- fire or explosion, or
- exceptional and unpredictable natural force affecting the vessel.

**Regatta** Any sailing event with rankings or a race committee

**Skipper** Professional paid sailor holding the necessary qualifications and certificates for the proposed sailing trip.

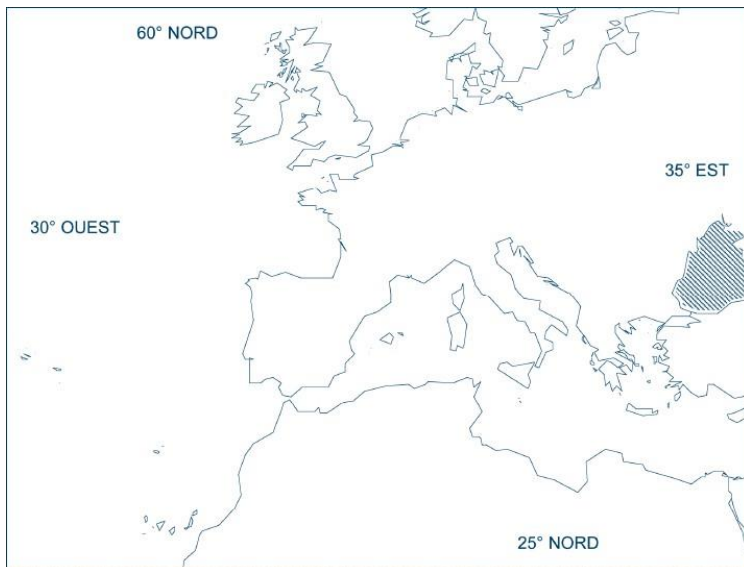
**Maritime Crimes** All crimes and offences committed at sea.

## ■ TERRITORIALITY

The cover provided by this policy applies to Europe or worldwide, as defined below, depending on the cover chosen.

**Europe means** the following geographical limits:

- NORTH 60° latitude North
- SOUTH 25° latitude North including the Canaries and Madeira
- EAST 35° longitude East excluding Bosphorus passage
- WEST 30° longitude West including the Azores



**Worldwide** means any sailing trip that goes beyond the geographical limits defined above.

## ■ EXCLUSIONS COMMON TO THE HEADS OF COVER

The following disputes or losses are always excluded:

- those caused intentionally by the insured or in which he/she is complicit,
- those resulting from civil or foreign wars, riots, popular uprisings, acts of terrorism or sabotage committed as part of concerted actions,
- those caused or aggravated by weapons or equipment intended to explode by modifying the structure of the nucleus of the atom or by any nuclear fuel, radioactive product or waste or by any source of ionising radiation (Article L 172-16 of the French Insurance Code),
- those relating to the direct or indirect effects of explosions, radiation or releases of heat of nuclear origin or caused by any source of ionising radiation,
- those relating to customs matters,
- those relating to tax matters,
- those of passengers of the pleasure vessel leased by the insured,
- those between insureds and the policyholder,
- those between insureds.

## THE COVER: EXCESS WAIVER UNDER AN INSURANCE POLICY AGAINST DAMAGE FOR A LEASED PLEASURE VESSEL

### ■ SUBJECT-MATTER OF THE “EXCESS WAIVER” COVER

The insurer shall cover the cost of the amount of the excess under the insurance policy against damage, of a rented seagoing or inland pleasure vessel, and registered as such by the flag state.

### ■ APPLICATION OF THE “EXCESS WAIVER” COVER

The Excess Waiver cover applies to property damage caused to the vessel as a result of a "maritime event" occurring during a reasonable sailing trip.

"Maritime Event" means an accident resulting from:

- impacts external to the vessel, with a fixed or moving body,
- fire or explosion, or
- exceptional and unpredictable natural force affecting the vessel.

### ■ AMOUNT OF THE “EXCESS WAIVER” COVER

The amount of cover depends on the plan chosen by the insured when signing up to the policy.

**The amount reimbursed by the insurer to the insured is equal to the amount of the actual damage, capped at the excess provided for in the main insurance policy for the leased vessel and reduced by a residual excess applicable per claim, the amount of which is set out in the special provisions.**

The amount of the reimbursement may not exceed €4,000, €5,000 or €6,000 per rental depending on the option chosen.

No Excess will be applied for rentals with a professional skipper.

A special excess of €800 applies for propellers and outdrives on motor boats.

Cover plans	Amount of cover	Excess	Special excess for propellers and outdrives on motor boats
<b>Plan 1:</b> Private leisure use in Europe	Reimbursement up to €4,000	EUR 350	EUR 800
<b>Plan 2:</b> Private leisure use worldwide	Reimbursement up to €5,000	EUR 500	
<b>Plan 3:</b> Private leisure use worldwide	Reimbursement up to €6,000	EUR 600	
<b>Plan 4:</b> Race and regatta use	Reimbursement up to €4,000	EUR 800	

### ■ EXCLUSIONS SPECIFIC TO THE “EXCESS WAIVER” COVER

Separately from the exclusions common to all heads of cover set out above, the following events are not covered by the policy in any circumstances:

- Solo races and regattas.
- Partial or total theft, loss of equipment or misappropriation.
- Damage to ancillary equipment of the vessel (bib, tender, ancillary motor) or any other mechanical or electrical instrument where such damage is unrelated to a maritime event.
- Financial losses.
- Damage affecting spinnakers or similar sails.
- Damage attributable to a deliberate act, gross negligence, use in contravention of the rules of sailing or the instructions for use by the lessor.
- Failure of the motor or equipment used in normal sailing conditions or due to wear or age.
- Damage caused to a third party or suffered by a third party at fault, as well as the costs of a rescue or assistance operation.
- Damage that is not covered by the specific provisions of the main insurance policy for the leased vessel.
- Any management and administrative costs.
- Additional exclusions in regattas: mast, sails, rigging.

### ■ IMPLEMENTATION OF THE “EXCESS WAIVER” COVER

Any event that may be the subject of a claim under the policy must, under penalty of forfeiture, be recorded in the logbook (where available), confirmed, in a written declaration, at the time the vessel is returned to the lessor and to OUEST ASSURANCES at the following address [contact@ouest-assurances.fr](mailto:contact@ouest-assurances.fr) within ten (10) days of the end of the lease.

The following documents must be sent:

- The sea protest and/or report, which must accurately report the event, the perpetrator or victim of the incident, the date, time, exact location and circumstances of the incident, its known or assumed causes and its consequences, as well as all evidence required in order to process the claim. The logbook where it is available.
- The rental agreement and its general terms and conditions.
- The invoice for repairs for which you are responsible in French or English.
- The boat's insurance policy or, failing that, a certificate from the boat's main insurer to determine the amount of the contractual excess.
- The statement for the main insurance policy if the damage exceeds the excess. Under penalty of forfeiture, claims exceeding the amount covered by this policy must be reported to the insurer of the relevant vessel.
- The inventory of the vessel's outbound and inbound journeys.
- Photographs of the damage.
- The identity papers of the lessee under the rental contract, his/her sea or river permit where required to operate the relevant vessel.
- For "race and regatta" use, responsibility must necessarily be determined by the race committee, meaning that a report from the race committee is required.
- Weather reports in case of exceptional and unpredictable weather conditions.

## **LEGAL PROTECTION COVER: LEGAL ASSISTANCE FOR THE INSURED IN THE EVENT OF A MARITIME CRIME**

### **■ EVENTS COVERED**

The insurer shall assist the insured in the formalities of filing his/her claim and shall defend him/her in criminal proceedings before the competent courts if he/she is the subject of a maritime crime, such as assault or theft, for the term of the rental period of the pleasure vessel.

### **■ THE SERVICES PROVIDED TO THE INSURED**

**SEEKING AN OUT-OF-COURT SOLUTION:** in the event of a dispute, the insurer's lawyers shall provide advice to the insured with a view to gathering the evidence required to prepare his/her claim and shall take all non-judicial steps with the opposing party to obtain a negotiated solution in his/her best interests.

**LEGAL DEFENCE:** in the absence of an out-of-court solution, the insurer shall pay the costs, expenses and fees necessary for any legal action aimed at recognising the insured's rights, returning his/her property or obtaining compensation for the loss suffered, to which the insured has provided his/her consent.

**ENFORCEMENT AND MONITORING:** the insurer shall ensure the out-of-court agreement that is negotiated or the court decision that is obtained is enforced and shall bear the necessary costs.

### **■ COSTS COVERED**

#### **WHAT IS COVERED**

The insurer will pay, **up to the cap on overall expenditure per claim** provided for in the paragraph entitled "caps on cover" :

- the cost of investigations, consultations and bailiff's reports incurred **with its prior agreement**,
- the cost of non-judicial assessments carried out **with its prior agreement**,
- expenses.
- the costs and fees of lawyers or any person authorised by law to assist in filing a claim and to defend the interests of the insured before any court, **up to the cap on overall expenditure provided for in the paragraph entitled "caps on cover"**.

#### **WHAT IS NOT COVERED**

The following is never covered:

- court judgments requiring the payment of principal and interest,
- criminal or civil fines and late payment penalties,
- damages and other compensation,
- judgments made under Articles 700 of the French Code of Civil Procedure, 475-1 of the French Code of Criminal Procedure, L. 761-1 of the French Code of Administrative Justice, or equivalent judgments handed down by courts outside France.

As well as:

- costs incurred at the sole initiative of the insured to obtain bailiffs' reports, non-judicial assessments, consultations, or any other supporting documents as evidence necessary to prepare the file, unless justified by emergency,
- costs resulting from the drafting of legal documents,
- travel costs.

### **■ COVERED DISPUTES**

**Disputes that have all the following characteristics are covered:**

- they occur within any of the areas covered by this notice
- their operative event was not known to the insured when the cover took effect,
- they are not time-barred and are based on certain legal grounds,
- they are between the insured and a person who is not party to this policy who is not an insured,
- they occurred and were declared during the period of cover.

### **■ CAPS ON COVER**

The insurer will pay all costs covered by the Legal Protection cover **up to an aggregate cap of €2,000**.

### **■ REPORTING THE DISPUTE THAT IS THE SUBJECT OF THE CLAIM UNDER THE LEGAL PROTECTION COVER**

Under penalty of forfeiture, the insured must declare to the insurer, in writing, any dispute that may be the subject of a claim **as soon as he/she becomes aware thereof and no later than 30 days after the refusal is received or made by the insured**, except in the case of unforeseeable or force majeure events.

The refusal may result from the actual expression of disagreement or continued silence by the third party or the insured. The insured may no longer benefit from the insurer's services if he/she does not comply with this deadline and if such non-compliance causes loss to the insurer.

The dispute must be reported either:

- in writing to Covéa Protection Juridique – Cellule RSCM – 33 rue de Sydney – 72045 LE MANS CEDEX 2
- the insured may also report the dispute by telephone to Covéa Protection Juridique on +33 (0)2 43 39 35 35
- by email to: [contact-pjng@covea.fr](mailto:contact-pjng@covea.fr)

**The insured may no longer benefit from the services if he/she does not comply with this deadline and if such non-compliance causes loss to the insurer.**

The insured must also provide all documents relating to the claim and all supporting documents required to review the matter. **Failing this, the insurer shall be released from any obligation to provide cover.**

**The insured's right to cover may lapse if, in bad faith, he/she misrepresents the circumstances of the dispute or the amount of the claim.**

After reviewing the file, the insurer shall notify the insured of how it proposes to follow up on the reported dispute and take any steps to resolve the dispute.

If the insured incurs costs before referring the matter to the insurer, such costs shall be borne by the insurer within the contractual limits provided that the insured can demonstrate that there was an urgent need to incur such costs.

### **■ FREE CHOICE OF LAWYER**

When using a lawyer or any other person qualified by prevailing laws or regulations to defend, serve or represent his/her interests, the insured is free to choose such person.

If the insured does not know a lawyer who may defend his/her interests, the insured may appoint the lawyer made available to him/her by the insurer at his/her written request. The insurer shall compensate the insured for the costs and fees of his/her defence lawyer – including or excluding VAT, depending on his/her tax regime – **capped at €2,000**.

In all cases, the fees shall be paid by the insured and the insurer shall reimburse the insured on a VAT-inclusive or VAT-exclusive basis depending on his/her tax regime and upon presentation of a detailed invoice.

**In the event that legal proceedings are initiated, the insured shall remain in control of the proceedings that his/her lawyer advises him/her to bring.**



## ■ CONFLICTS OF INTEREST

In the event of a conflict of interest between the insurer and the insured or a disagreement over the settlement of the dispute, the insurer shall inform the insured of the possibility of choosing his/her own lawyer (Article L 127-3 of the French Insurance Code) and of the use of arbitration (Article L 127-4 of the French Insurance Code).

## ■ USE OF ARBITRATION

In the event of a disagreement between the insurer and the insured concerning the measures to be taken to settle the dispute, the parties shall obtain an opinion from a third party appointed by mutual agreement or, failing that, by the Presiding Judge of the Court ruling in accordance with the accelerated procedure on the merits.

The costs incurred in obtaining this opinion shall be borne by the insurer; however, the Presiding Judge of the Court may decide otherwise if the insured has exercised this right in an abusive manner.

The insured may ask for arbitration proceedings to be commenced by registered letter with acknowledgement of receipt.

Where arbitration proceedings are commenced, the deadline for bringing proceedings before the courts is then suspended for all court proceedings covered by this insurance cover that the insured may bring as a claimant until the arbitrator has proposed his/her solution.

If the insured initiates or continues the proceedings, at his/her own expense, against the insurer's opinion, and obtains a more favourable solution than the solution proposed by the arbitrator, the insurer shall compensate him/her – within the limits of the cover – for the costs incurred in taking such action.

## ■ AMOUNTS OBTAINED FOR THE BENEFIT OF THE INSURED

The insurer shall pay the insured the compensation it receives, either from out-of-court or judicial settlements, within **ONE MONTH** of the date it receives the compensation itself.

## ■ SUBROGATION AND SET-OFF

### Subrogation

The insurer is subrogated to the insured's rights and actions against the opposing party in respect of the recovery of the sums it has incurred.

If subrogation is not longer possible due to the insured's actions, the insurer shall be released from its obligations towards the insured insofar as subrogation could have been carried out.

However, any amounts obtained by way of reimbursement for the costs and fees incurred in settling the dispute shall first be used to reimburse the insured for the expenses that he/she has incurred and for which he/she provides supporting documentation.

Any remaining amounts shall be paid to the insurer, capped at the amounts it has incurred.

### Set-off

All present or future reciprocal obligations between the parties to this policy shall be extinguished by set-off in accordance with Articles 1347 et seq. of the French Civil Code.

## APPLICATION OF COVER

### ■ LIMITATION PERIODS

Any action relating to the application of this insurance policy is time-barred two years after the event that gives rise to such action pursuant to Articles L114-1, L114-2 and L 114-3 of the French Insurance Code.

The limitation period may be suspended by any of the ordinary grounds of suspension: any legal proceedings, even in summary proceedings, any protective measure taken pursuant to the French Code of Civil Enforcement Procedures, any enforcement action, any acknowledgement by the insurer of the right to cover the member or any acknowledgement of a debt by the insured to the insurer. It is also suspended by the appointment of an expert following a claim, by the insurer sending the insured a registered letter or electronic registered mail with acknowledgement of receipt concerning the action for payment of the premium, or the insured sending the insurer a registered letter with acknowledgement of receipt concerning the payment of compensation.

#### **Article L 114-1 of the French Insurance Code:**

*Any action brought in relation to an insurance policy is time-barred after the date falling two years after the event that gives rise to that action. However, this period shall only start: 1) In the event of any failure to declare, any omission, or any false or inaccurate declaration in relation to the risk, on the date on which the insurer becomes aware thereof.*

*2) in the event of a claim, on the date on which the interested parties become aware thereof, if they prove that they were unaware thereof before that date. Where the action by the insured against the insurer is based on a third-party action, the limitation period shall only start on the date that the third party brought the court action against the insured or the date on which it was compensated by the insured.*

#### **Article L114-2 of the French Insurance Code:**

*The limitation period may be suspended by one of the ordinary grounds on which limitation periods may be suspended and by the appointment of loss adjusters following a claim. A limitation period may also be suspended as a result of the insurer sending the insured a registered letter or electronic registered mail with acknowledgement of receipt concerning the action for payment of the premium or the insured sending the insurer a registered letter with acknowledgement of receipt concerning the payment of compensation.*

#### **Article L114-3 of the French Insurance Code:**

*By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, alter the limitation period or add to the grounds on which the limitation period may be suspended.*

## THE TERM OF THE POLICY

### ■ EFFECTIVE DATE AND TERM OF COVER For the "Excess Waiver" Cover

The cover shall take effect upon delivery of the vessel to the lessee, subject to the policy being taken out before delivery. It shall expire:

- If the group policy is terminated by the policyholder,
- When the pleasure vessel is returned to the lessor at the place and on the date agreed in the rental agreement.

### For the Legal Protection cover

The cover shall take effect on the date on which the insured takes out the policy. It shall expire:

- If the group policy is terminated by the policyholder,
- When the pleasure vessel is returned to the lessor at the place and on the date agreed in the rental agreement.

### ■ TERMINATION OF COVER

As this is a time-limited policy, the insured may not terminate his/her subscription to this policy.

**Reimbursement may not therefore be requested after the subscription date as stated on the insurance certificate.**

However, this subscription will be terminated automatically in the event that the rental contract is cancelled by the lessor. In such circumstances, the insured must immediately send OUEST ASSURANCES an email to [contact@ouest-assurances.fr](mailto:contact@ouest-assurances.fr) with details of the lessor's decision to cancel the rental contract.

### ■ PROTECTION OF PERSONAL DATA

#### TO WHOM IS PERSONAL DATA SENT?

Personal data is processed by the Insurer or by the Covéa Group to which it belongs, the data controllers.

The Insurer's contact information can be found on the contractual and pre-contractual documents given or made available to the insured. The Covéa Group is represented by Covéa, a mutual insurance group company governed by the French Insurance Code, Paris Trade and Companies Register 450 527 916, with registered office at 86-90 Rue St Lazare 75009 Paris. To obtain information about the Covéa Group, the insured may visit <https://www.covea.eu>.

Personal data may be sent to the staff of the data controllers, its contractually bound partners and subcontractors, reinsurers, professional organisations, insurance agencies or social agencies of the persons involved, insurance intermediaries, experts and the persons concerned by the policy.

These recipients may be located outside the European Union based on an adequacy decision or negotiated contractual conditions. These mechanisms are available from your Data Protection Officer.

## WHY DOES THE INSURER NEED TO PROCESS PERSONAL DATA?

1. The insured's personal data is processed by the Insurer and the Covéa Group in order to:

- enter into, manage and provide coverage under the insurance policy;
- conduct marketing campaigns;
- allow the exercise of remedies and complaint management;
- carry out research and development activities;
- take preventive measures;
- prepare statistics and actuarial studies;
- combat insurance fraud;
- take anti-money laundering and terrorism financing actions;
- fulfil its current legal, regulatory and administrative obligations.

2. The legal basis of this processing is as follows: the legitimate interest of the data controllers for the purposes of marketing, combating insurance fraud, research and development and preventive measures; and the policy for the other purposes mentioned other than health data. When the legal basis is the policy, the refusal to provide data results in the inability to enter into the policy.

The legitimate interests of data controllers are: their business development, the development of new products and new services, and control over loss ratios.

3. In an effort to combat insurance fraud, the Insurer may, in case of detection of an anomaly, an inconsistency or an alert, enter the insured on a list of persons posing a risk of fraud in order to control its costs and protect its solvency. Before being entered on such a list, the insured will be notified individually.

## WHAT SPECIFIC PROTECTION IS PROVIDED TO HEALTH DATA?

The Insurer and the Covéa Group process personal data relating to the insured's health for the purposes of entering into and managing his/her policy and/or processing and managing his/her claims. This data is also used to combat insurance fraud.

The insured's health data is required by the insurer to assess risks. Under no circumstances shall the insured's health data be used for direct marketing purposes. Given its particular sensitivity, this health data may only be processed with the insured's consent. To ensure the confidentiality of health data and compliance with medical confidentiality obligations, it is intended exclusively for the insurer's medical department and solely for employees who are specifically trained in processing such data by the medical department.

The insured may choose not to give his/her consent or withdraw it at any time. If consent is refused or withdrawn, the insurer will not be able to assess the risk. Consequently, the policy will not be able to be entered into and claims will not be able to be investigated and managed. The insured may exercise his/her right of withdrawal by contacting the Data Protection Officer at the following address:

- Protection des données personnelles - Covéa Protection Juridique - Immeuble Neptune – 1 rue Galilée - 93195 Noisy-le-Grand cedex
- by email: [protectiondesdonnees-pi@covea.fr](mailto:protectiondesdonnees-pi@covea.fr)

As part of its supplementary health insurance, the legal basis for processing the insured's health data is social protection. As required by prevailing laws, the insurer does not select risks based on the insured's health data.

## HOW LONG IS PERSONAL DATA RETAINED?

Personal data processed in the course of entering into and managing the policy is retained in accordance with the statutory limitation periods based on the type of policy.

If a policy is not entered into, the insured's health data is retained for five years.

For marketing purposes, personal data is retained for three years from the collection date or from the last contact with the person which did not produce a response.

In case of entry on a fraud prevention list, personal data will be retained for five years.

## WHAT ARE THE INSURED'S RIGHTS?

The insured has:

- a **right of access**, which allows them to obtain:
  - confirmation that data concerning them is (or is not) processed;
  - a copy of all personal data held by the data controller relating to him/her. This right concerns all data that is (or is not) processed

by the Insurer.

- a **right to request the portability** of certain data. More limited than the right of access, this right applies to personal data that the insured provided (actively, or which was observed in connection with their use of a service or device) in the course of entering into and managing their policy.
- a **right to object to processing**, which allows him/her to no longer receive direct marketing from the Insurer or its partners, or, for reasons relating to his/her particular situation, the right to stop his/her data being processed for research and development, anti-fraud and preventive purposes.
- a **right to request rectification**: this right allows the insured to have information concerning them rectified when it is obsolete or incorrect. It also allows them to add information concerning them when their information is incomplete.
- a **right to request erasure**: this right allows them to have their personal data erased subject to the statutory retention periods. In particular, it may apply if their data is no longer required for processing.
- a **right of limitation**, which allows them to limit the processing of their data (it is then no longer actively processed):
  - in case of unlawful use of their data;
  - if they dispute the accuracy of their data;
  - if they need to have the data to establish, exercise or defend their rights.
- a **right to human intervention**: the Insurer may use automated decision-making for risk assessment in order to underwrite or manage the insured's policy. In such circumstances, the insured may ask the Data Protection Officer what criteria were used as the basis for the decision.

The insured may exercise his/her rights by sending a letter to the following address:

- Protection des données personnelles - Covéa Protection Juridique - Immeuble Neptune – 1 rue Galilée - 93195 Noisy-le-Grand cedex
- by email: [protectiondesdonnees-pi@covea.fr](mailto:protectiondesdonnees-pi@covea.fr)

The insured will be asked to show proof of their identity when requesting to exercise their rights.

They may register on the telemarketing opt-out list free of charge at [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr). In such circumstances, the insured will not receive marketing calls by telephone unless he/she has provided the insurer with his/her telephone number in order to be contacted or unless he/she holds a current policy with Covéa Protection Juridique.

They may give general instructions to a trusted third party or specific instructions to the data controller concerning the retention, erasure and communication of their personal data after their death. These instructions may be modified or revoked at any time.

In the event of disagreement over the collection or use of their personal data, insureds may refer the matter to the Commission Nationale de l'Informatique et Libertés (CNIL).

## HOW TO CONTACT THE DATA PROTECTION OFFICER

For any additional information, the insured may contact the Data Protection Officer by writing to the following email address: [deleguealaprotectiondesdonnees@covea.fr](mailto:deleguealaprotectiondesdonnees@covea.fr), or by post: Data Protection Officer - 86-90 Rue St Lazare 75009 Paris.

#### ■ RIGHT OF CANCELLATION IN THE EVENT THAT THE POLICY IS TAKEN OUT AS A RESULT OF DIRECT MARKETING OR DISTANCE SELLING

If the contract was taken out as a result of direct marketing: any individual who is the subject of direct marketing at his/her home, residence or place of work, even at his/her request, and who signs an insurance proposal or a contract in such circumstances for purposes outside his/her business or professional activity, may cancel the policy by registered letter with acknowledgement of receipt within fourteen calendar days of the date on which the contract was taken out, pursuant to Article L 112-9 of the French Insurance Code.

If the policy was taken out without prior direct marketing but at a distance (including by telephone or online): Any individual who has entered into a distance contract for purposes outside his/her business or professional activity may cancel the contract within fourteen calendar days. This period starts to run on entry into the contract (or on the day on which the individual in question receives the contractual conditions and information if later) pursuant to Article L 221-18 of the French Consumer Code. To exercise this right, the policyholder must send a registered letter with acknowledgement of receipt to the general insurance agent with which he/she took out the policy, containing the following wording: "Dear Sir/Madam, I the undersigned ..... hereby terminate the ..... policy dated .../.../ Date and signature".

You will then be reimbursed, without any cost or penalty, within 30 days, for the share of the premium corresponding to the period of insurance during which no risks arose, unless a claim is made.

#### ■ VALIDITY OF COMMUNICATIONS

Regardless of the operation carried out (e.g. subscription, modification, bank transfer or direct debit), the insured and the insurer agree to recognise the following documents as valid proof of the mutual commitments and the identity of the parties:

- emails exchanged,
- reproductions of information saved by Covéa Legal Protection on computer, digital or digitised media (including connection logs)
- certificates issued by competent authorities, in compliance with the legal provisions on limitation periods and the storage of data. In the event of a disagreement relating to such data, an application may be made to the competent courts to assess the scope of any contrary evidence.

#### ■ EMAIL

The insured is solely responsible for his/her email address: he/she is responsible for regularly checking it and updating it immediately in the event of changes.

#### ■ COMPLAINTS: HOW TO COMPLAIN?

##### "EXCESS WAIVER" COVER

**Complaints department:** In the event of a complaint, please contact your usual contact person on +33 02.99.82.53.34; [contact@ouestassurances.fr](mailto:contact@ouestassurances.fr). Ouest assurances – Complaints department - 16 avenue Jean Jaurès – 35400 SAINT-MALO. The Insured will receive an acknowledgement of receipt within ten (10) business days (excluding Sundays and public holidays) of receipt of the complaint. A response will be provided within two (2) months of the date of receipt of the complaint, except in the event of specific circumstances of which OUEST ASSURANCES shall keep them informed.

**Mediation:** If your complaint is unsuccessful, you may contact the **Insurance Ombudsman** by post at La Médiation de l'Assurance, Pôle CSCA, TSA 50110 75441 Paris CEDEX 09, or by email: [le.mediateur@mediation-assurance.org](mailto:le.mediateur@mediation-assurance.org)

##### LEGAL PROTECTION INSURANCE

If the insured is unhappy with the way in which the Legal Protection Cover has been applied, he/she should first contact **his/her usual contact person**. His/her request will be reviewed and a response will be provided.

If, despite the explanations provided, the dispute persists, the insured may contact the **Insurer's Customer Relations Complaints Department**:

- by post: Covéa Protection Juridique Réclamations Relations Clients – "Le Neptune" 1 rue Galilée 93195 Noisy le-Grand cedex
- by telephone: +33 (0)1 49 14 84 44
- by email: [contactrrc@covea.fr](mailto:contactrrc@covea.fr)

which will provide a definitive answer.

**In all cases**, receipt of the complaint shall be acknowledged within 10 working days, unless a response is provided in the interim.

The insurer also undertakes to keep the insured informed if the date it has provided for resolving the complaint is likely to be exceeded.

The time required to process the complaint by the insured's usual contact person and the Customer Relations Complaints Department, if the insured has sent it the complaint, shall not exceed two months, except in special circumstances.

**After all internal remedies have been exhausted** or if no response is provided within the allotted time, the insured may, if the disagreement persists, refer the matter to the **Insurance Ombudsman**:

- directly on the website [www.mediation-assurance.org](http://www.mediation-assurance.org)\*
- by post: La Médiation de l'Assurance TSA 50110-75441 Paris cedex 09

\*The "Insurance Mediation" charter specifying the terms and conditions of the Insurance Ombudsman is available on this website.



## Excess Waiver and Legal Protection Insurance Information document on the insurance product

Covéa Protection Juridique, *société anonyme* (Public limited company) - Le Mans Trade and Companies Register no. 442 935 227 - France

### FORCE 9 Excess Waiver LEGAL PROTECTION CG 26/2021

This information document provides a summary of the main heads of cover and exclusions, and does not reflect your specific needs and requests. You will find full information on this product in the pre-contractual and contractual documentation.

## What type of insurance is it?

The "FORCE 9 Excess Waiver and Legal Protection" insurance policy allows the insured to obtain advice, seek an out-of-court solution to resolve disputes and provides for certain procedural costs of the insured to be paid by the insurer in the event of a dispute between the insured and third parties.



### What is insured?

#### Beneficiaries:

A natural or legal person renting a seagoing vessel or recreational inland vessel.

#### Services:

- ✓ **Excess waiver:** Reimbursement of the amount of the excess under the insurance policy against damage for a rented pleasure vessel depending on the plan chosen:
  - Private leisure use in Europe Amount of cover up to €4,000
  - Private leisure use worldwide Amount of cover up to €5,000
  - Private leisure use worldwide Amount of cover up to €6,000
  - Race and regatta use cover limited to €4,000
- ✓ **Legal protection:** assistance with the formalities of filing a complaint and with defending criminal proceedings before the competent courts in the event of a maritime crime
  - Seeking out-of-court solutions
  - Legal defence costs (payment of costs, expenses and fees)
  - Monitoring and enforcement of the out-of-court agreement negotiated or the court judgment handed down

**Costs are subject to an overall cap of €2,000 per dispute.**



### What is not insured?

- ✗ Anything outside the Excess under the main policy for the leased vessel
- ✗ Third-party liability (damage caused to or suffered by a third party)
- ✗ Assistance and rescue costs
- ✗ Customs and tax matters
- ✗ Dispute between passengers
- ✗ Dispute between insureds
- ✗ Solo races and regattas



### Are there any exclusions to the cover?

#### The main exclusions:

- ! Gross negligence,
- ! Court judgment requiring the payment of principal and interest,
- ! Criminal or civil fines and late payment penalties,
- ! Costs incurred at your sole initiative to obtain bailiffs' reports, non-judicial assessments, consultations, or any supporting documents as evidence necessary to prepare the file, unless justified by emergency,

#### The main restrictions

- ! An amount stated in the policy may remain payable by the insured (residual excess per claim)



## Where am I covered?

- ✓ **Europe zone** within the following geographical limits:
  - NORTH 60° latitude North
  - SOUTH 25° latitude North including the Canaries and Madeira
  - EAST 35° longitude East excluding Bosphorus passage
  - WEST 30° longitude West including the Azores
- ✓ **or Worldwide** for any sailing trip that goes beyond the geographical limits defined above.



## What are my obligations?

**You must do the following, failing which the policy shall be invalid or cover shall not be provided:**

- **At the time you sign up to the policy:** reply accurately and truthfully to all questions asked and provide the requested supporting documents.
- **During the term of the policy:** declare any new circumstances or changes to the information provided at the time you signed up to the policy.
- **At the time you sign up to the policy:** pay your premium.
- **In the event of a claim:** report it to us as soon as you become aware thereof, and no later than the deadline stated in the policy.



## When and how do I make payments?

The premium is paid at the time the policy is taken out.

You may pay in any manner permitted by law, i.e. by cheque, bank transfer or bank card.



## When does cover start and when does it end?

The Excess Waiver and Legal Protection cover begins on the date the seagoing vessel or recreational inland vessel is provided and ends when it is returned.



## How can I terminate the policy?

As this is a time-limited policy, the insured may not terminate it.

You may automatically terminate your contract if the rental contract is cancelled by the lessor.

(\*) Extracts from the General Conditions of your legal assistance hotline "Assistance Juridique Téléphonique n°68FORCE9AJT3", thereafter the "Contract", available on request in French version.

The Contract is governed by the French Insurance Code

This translation has been made to help you understand the general conditions of your Contract. It has no contractual value and the French version of the Contract is the only binding one.

## 1 – OBJECT / PURPOSE OF THE CONTRACT

The Contract provides policyholders of a RACHAT DE FRANCHISE FORCE 9 (INSURANCE EXCESS REPURCHASE) contract, clients of OUEST ASSURANCE, with legal assistance via the telephone when they are faced with a dispute or a difference concerning a yacht charter or rental.

**THE INSURER: CFPD ASSURANCES \*** : -Immeuble l'Europe - 62 Rue de Bonnel - 69003 LYON.

**YOU\***: The policyholder or the person designated by the policy holder as beneficiary of the cover.

**THE THIRD PARTY OR OTHERS\***: Any party not connected with this policy.

**THE DISPUTE OR DIFFERENCE\***: a conflictual situation caused by a prejudicial event or a reprehensible act which leads you to assert a disputed right, to resist a claim or defend yourself in a court.

**The cover applies for any Dispute or Difference which occurs and is declared between the date on which the cover takes effect and the termination of the policy.**

*\* To help identify the contractual terms with specific meaning, the latter will be written with a capital letter in the Information sheet.*

## 2 – SUBSCRIPTION

The legal assistance policy automatically benefits to any policyholder who takes out a RACHAT DE FRANCHISE FORCE 9 policy. The legal assistance policy takes effect and ends with the RACHAT DE FRANCHISE FORCE 9 policy.

## 3 – THE COVER

The Insurer undertakes to listen and provide You with legal advice by telephone on any Dispute or Difference You may encounter concerning a yacht charter/rental.

Qualified legal experts are available to: answer your questions, inform You about your rights, help You draft a formal letter, advise You about the conduct to adopt to protect your interests, suggest practical solutions and discuss with You the best way to move forwards.

## 4– MODALITIES

The expert legal information thus provided shall by no means be a substitute to legal advice sought from legal professionals such as lawyers, notaries or other consultants and will not be confirmed in writing.

No document will be sent to You and advice will solely be given by telephone and in accordance with French Law.

When a request necessitate further research, a time will be arranged for a return call in order to provide You with a more comprehensive answer.

You can call our legal experts anytime Monday to Friday, from 9:00 a.m. to 12:30 p.m. and from 14:00 p.m. to 18:00 p.m.

WHEN FACED WITH DIFFICULTIES,  
CALL :

+33(0)2.31.39.70.79  
We are here to help.

## 5– APPLICATION OF THE COVER

### 5.1 PERIOD

The cover commences from the start date of the RACHAT DE FRANCHISE FORCE 9 policy.

The policy is cancelled :

- ◊ When the RACHAT DE FRANCHISE FORCE 9 policy is cancelled whatever the reason,
- ◊ When the present Contract is cancelled, in which case OUEST ASSURANCES commits to inform the beneficiaries of the end of the policy.

### 5.2 PRESCRIPTION (TIME LIMITATION)

Prescription is the termination of a right resulting from the holder's inaction during a period defined by law.

All actions deriving from an insurance policy are time-barred after two years with effect from the event giving rise to it (Clause L114-1 of the French Insurance Code).

The prescription is interrupted by any of the usual causes for interruption of the prescription (legal action, an enforcement procedure, and the recognition of right by the debtor). Moreover, interruption of the prescription may result if a registered letter with acknowledgement of receipt is sent (clause L114-2 of the French Insurance Code).

## 6– PROTECTION OF YOUR INTERESTS

### 6.1 RIGHT OF RENUNCIATION IN CASES OF DISTANCE SELLING Clause L112-2-1 of the French Insurance Code

If this policy was taken out remotely you may renounce it within 14 days with effect from the date on which it was concluded or on which you received the contractual terms and conditions. This option may be exercised by sending a registered letter with acknowledgement of receipt, using the following example: I, the undersigned (full name and address) hereby declare that I renounce my subscription to the policy proposed by the insurer that I signed on (date) through (name of insurance broker) and request the reimbursement of any premium already paid. (Date and signature) If the cover took effect at your specific request before the expiry of the cancellation period, we will retain a portion of the premium paid, calculated pro rata temporis.

### 6.2 RIGHT OF RENUNCIATION IN CASES OF HOME SELLING Clause L112-9 of the French Insurance Code

If this policy was signed within the context of door-to-door selling, at your residence or at your place of work, you may renounce it within 14 days with effect from the date on which it was signed. This option may be exercised by sending a registered letter with acknowledgement of receipt, using the following example: I, the undersigned (full name and address) hereby declare that I renounce my subscription to the policy proposed by the insurer that I signed on ----- (Date) through (name of insurance broker) and request the reimbursement of any premium already paid. (Date and signature) If you are aware of any claim that will implicate the policy cover, you can no longer exercise the right to renunciation. In the event of renunciation, you are required to pay the portion of the premium corresponding to the period during which the risk was covered.

### 6.3 PROFESSIONAL SECRECY

Clause L127-7 of the French Insurance Code

Persons who need to know the information that you provide for the requirements of your case within the framework of the legal protection insurance policy are bound by professional secrecy.

#### **6.4 THE OBLIGATION TO WITHDRAW**

Any person who is responsible for legal services and has a direct or indirect interest in their purpose must withdraw.

#### **6.5 THE TREATMENT OF YOUR CLAIMS – CONSUMER MEDIATION (MEDIATION DE LA CONSOMMATION):**

A claim is a statement which expresses the dissatisfaction of a customer towards a professional person. A request for services, information, clarification or an opinion is not a claim.

Any claim concerning the policy, its distribution or the handling of a claim may be submitted:

- 1/ as a priority to your usual interlocutor
- 2/ if his/her reply does not satisfy you, to the Customer Relations Department within CFDP Assurances :

- by post: CFDP Service Relation Client – L'Europe, 62 rue de Bonnel, 69003 LYON
- or by e-mail to [relationclient@cfdp.fr](mailto:relationclient@cfdp.fr)

CFDP Assurances undertakes to acknowledge receipt of the claim within 10 working days of receiving it, and in any event to process it within a maximum of 2 months.

If the claim cannot be settled or no agreement is reached by this claim process, You can turn to the Mediator specialized in consumer disputes in the Insurance sector, free of charge. The Mediation service can be contacted at:

La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09

<http://www.mediation-assurance.org/Saisir+le+mediateur>

CFDP Assurances undertakes to follow the findings of the Insurance sector mediator (Médiateur de l'Assurance).

#### **6.6 FRENCH LAW ON DATA PROTECTION AND CIVIL LIBERTIES**

In application of French law n°78-17 dated 6th January 1978 as modified, regarding information technology, files and civil liberties, it is hereby pointed out that the personal information received are mandatory to conclude this policy, and in this respect they will be subject to processing for which the insurer is responsible, which is implicitly accepted by the persons to whom this data refers. This information could be used by the insurer for the requirements of the services underwritten in performance of this policy. They could also be used for the insurer's commercial activities. This information could also be provided to third parties to meet legal and regulatory obligations. The beneficiaries of this policy have the right to obtain the details of their data from the insurer and to require, if necessary, their rectification, as well as to oppose their use for prospection, especially sales prospection.

#### **6.7 THE REGULATORY AUTHORITY**

The authority responsible for the regulation of CFDP Assurances is the ACPR (French insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.

# Telephone Legal Assistance

Insurance Product Information Document

Insurance company: **Cfdp Assurances**  
Company governed by the Insurance Code  
RCS Lyon 958 506 156 B



Product: **AJT "FORCE 9"**

**This backgrounder provides a summary of the key product warranties and exclusions. It does not take into account your specific needs and demands. Full information on this product can be found in the pre-contractual and contractual documentation.**

## What kind of insurance is this?

It is a legal protection insurance that intervenes in the event of a dispute or dispute between the insured and a third party.

It consists of the insurer providing legal information by telephone to:

- inform the insured of his rights,
- assist him in writing letters,
- provide concrete answers in the search for solutions to the dispute resolution.



## What is insured for?

✓ legal assistance via the telephone when they are faced with a dispute or a difference concerning a yacht charter or rental.



## What is not insured?

- ✗ Disputes that are not private or unrelated to the rental of the insured pleasure craft;
- ✗ Disputes not covered by French law.



## Are there any exclusions to the cover?

Main exclusions: none

Main restrictions: none



## Where am I covered?

- ✓ Worldwide, for matters under French law.



## What are my obligations?

Under penalty of nullity of the contract or non-guarantee:

- At the time of subscription, the insured must declare his situation accurately and sincerely.
- During the course of the contract, the insured must declare the changes in his situation.



## When and how to make payments?

On subscription of the contract

The contribution or part of the contribution must be paid within ten (10) days of its expiry.

Failing this, following formal notice, the contract may be suspended and then terminated.



# Telephone Legal Assistance

Insurance Product Information Document



Insurance company: **Cfdp Assurances**  
Company governed by the Insurance Code  
RCS Lyon 958 506 156 B

Product: **AJT "FORCE 9"**



## **When does the cover start? When does it end?**

Coverage begins on the effective date stated on the contract and ends on the expiry of the contract.



## **How do I cancel the contract?**

Termination may be requested in the cases and conditions provided for in the contract.



## **AMENDMENT 602308 TO ALLIANZ TRAVEL CONTRACT NO. 303954**

### **“COVID-19 and other epidemic or pandemic amendment”**

This amendment derogates from conditions 303954 reproduced below. All provisions not referred to in this amendment remain unchanged.

#### **1. MODIFICATION OF THE SUBSCRIPTION CONDITIONS**

The contract can be subscribed for a group of up to 12 passengers named in the certificate.

#### **2. MODIFICATION OF THE CANCELLATION COVER (OPTION 1 and 2)**

**OPTION 1: Total or partial cancellation.**

**OPTION 2: Partial cancellation only. The entire crew cannot cancel in the event of cancellation for only one passenger.**

Reimbursement basis is calculated in proportion to the number of passengers by the insured mount.

-Waiver of exclusion in the event of **an epidemic/pandemic related illness with positive PCR test.**

And, **Quarantine of the insured** provided that it begins before the departure and ends during the dates of the Trip.

##### **Cover limits:**

-Cabin Cruise: up to the limit of **€3,000 per passenger and €15,000 per event.**

-Boat charter: up to the limit of **€40,000 per charter.**

**Excess** (per person for cabin cruise / per boat charter):

- **€50 under €1,000 cancellation fee**

- **€100 above €1,000 cancellation fee**

- **25% of the cancellation fee min €150** specific for modification of holiday dates by the employer or delay in the delivery of COVID-19 PCR test.

#### **3. MODIFICATION OF THE ASSISTANCE COVER (OPTION 1 and 3)**

- Waiver of exclusion in the event of **an epidemic/pandemic related illness.**

The "Deferred return in case of quarantine of the insured" cover is added.

-Coverage of hotel expenses up to **€60 per night within the limit of 14 nights.**

-Coverage of return travel costs **after quarantine of the insured.**

#### **4. MODIFICATION OF TRIP CURTAILMENT COVER (OPTION 1 and 3)**

- Waiver of exclusion in the event of **an epidemic/pandemic related illness.**

##### **Cover limits:**

-Cabin Cruise: up to the limit of **€3,000 per passenger and €15,000 per event.**

-Boat charter: up to the limit of **€40,000 per charter.**

#### **5. EXCLUSION**

**Unless otherwise stated in the present amendment, the consequences of Epidemics or Pandemics remain excluded.**

# Travel Insurance

## Insurance Notice

Policy No. 303.954  
Yacht charterers



### The cover:

- ☐ Policy plan 1 :
  - Cancellation
  - Travel assistance
  - Trip curtailment
- ☐ Formula 2 :
  - Cancellation
- ☐ Formula 3 :
  - Cancellation
  - Travel assistance
  - Trip curtailment



OUEST ASSURANCES  
PLAISANCE



Insurer: AGA INTERNATIONAL  
Tour Gallieni II - 36, avenue du Général de Gaulle  
93175 Bagnolet Cedex

## General Terms and Conditions

**The insured persons:** Groups (composed of 1 to 8 members) personally named in the hire contract who have made a boat charter reservation for a maximum period of 30 consecutive days from the rental company and who apply for the insurance on the same day as the reservation is made, or at the latest within 15 days after their reservation has been made.

The cover provided by this policy, with the exception of assistance cover, is governed by the French Insurance Code.

The policy consists of these General Terms and Conditions, plus the contract for the insured service, which is given to the Insured.

The contract for the insured service will state the options that the Insured has selected from the various options offered and for which he/she has paid the corresponding premium.

This cover applies to all Trips, both personal and business travel, for a maximum length of 30 consecutive days, sold by the Approved Organisation or Intermediary with which this policy was taken out.

These General Terms and Conditions should be read carefully. They specify the respective rights and obligations of the Insurer and the Insured and answer any questions the Insured may have.

### COMMON DEFINITIONS

Terms that are shown in the policy are either defined in this section or at the start of the section describing each type of cover.

**ACCIDENT:** any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

**BODILY ACCIDENT:** any unintentional bodily injury caused by the sudden action of an external cause, and diagnosed by a Doctor.

**THE INSURED:** persons who are mentioned in the Specific Terms and Conditions of the contract for the insured service, provided that their Domicile is in Europe.

**INSURER:** AGA International, hereinafter referred to by its trade name of Mondial Assistance, which is the Insurer with which this insurance policy has been taken out.

**NATURAL DISASTER:** an event caused by the abnormal intensity of a natural agent and within the scope of Law No. 82-600 of 13 July 1982 when it occurs in France.

**ESTABLISHED PARTNERS:** two people who are not married and have not signed a civil partnership agreement but can prove that they live together (partnership certificate or failing this, housing tax, electricity, gas, water, or insurance bill, rent payment receipt, etc.) and that they have been living under the same roof from the date at which this policy was taken out, until the date of the Claim.

**DEPARTURE:** the day and time at which the reserved, insured services are scheduled to start.

**PROPERTY DAMAGE:** any damage to, loss or accidental destruction of an item, and also any harm suffered by a pet.

**DOMICILE/HOME:** place of usual residence, which determines the exercise of the Insured's civil rights.

**BREAK-IN:** forcing, damage or destruction of an anti-theft device.

**FOREIGN/ABROAD:** any country except the country in which the Insured is domiciled.

**EUROPE:** the territories of the Member States of the European Union, located geographically in Europe, and the following territories and countries: Guadeloupe, Guyana, Martinique, Mayotte, Réunion, Saint-Barthélemy, Liechtenstein, the Principality of Monaco and Andorra, San Marino, Switzerland, Vatican City.

**The Azores, Canaries and Madeira are not included within this definition.**

**FRANCE:** Metropolitan France (including Corsica), Guadeloupe, Guyana, Martinique, Mayotte, Réunion, Saint-Barthélemy.

**METROPOLITAN FRANCE:** European territory of France (including the islands in the Atlantic Ocean, the English Channel and the Mediterranean) but excluding all the French Overseas areas (departments, regions, communities, territories and countries).

**EXCESS:** the share in the damage payable by the Insured when the Claim is settled. Excess amounts in respect of each type of cover are specified in the Table of Cover.

**CIVIL WAR:** an armed struggle, within the same state, in which different groups that are identifiable by their ethnic, religious, community or ideological origins are in conflict with each other or when at least one of these groups is in conflict with the regular armed forces of that state.

**FOREIGN WAR:** a declared or undeclared engagement between one state and one or more other states or an irregular, external armed force and motivated primarily by a geographical, political, economic, racial, religious or ecological dispute.

**LIMIT PER EVENT:** maximum amount of cover for a single event giving rise to Claims, irrespective of the number of Insured persons under the policy.

**ILLNESS:** any alteration to a person's state of health, as diagnosed by a Doctor.

**DOCTOR:** any person who holds a qualification as a medical doctor that is legally recognised in the country in which he/she usually carries out their professional activity.

**APPROVED ORGANISATION OR INTERMEDIARY:** travel professionals, transport professionals, the distributor of the insured service.

**TIME LIMITATION:** period beyond which any claim is time-barred.

**INTERVENTION LIMIT:** the time period, amount or minimum percentage, which is the threshold for the Insurer's responsibility or the point at which cover takes effect.

**CLAIM:** an event resulting in damage such that one or more of the types of insurance cover are called upon.

**POLICYHOLDER:** the signatory of the contract for the insured service, who thereby undertakes to pay the insurance premium.

**SUBROGATION:** the process by which the Insurer replaces the Insured in respect of his/her rights against any party liable for his/her damage, in order to obtain repayment of the sums the Insurer has paid to the Insured following a Claim.

**THIRD PARTY:** any natural person or legal entity, except the Insured.

**AGGRAVATED THEFT:** theft of Covered property committed with a Break-in or an Attack, and evidenced by registration of a detailed crime report.

**TRIP:** transportation and/or accommodation during the validity period of this policy and organised, sold or supplied by the Approved Organisation or Intermediary with which this policy was taken out, except for trips undertaken for the purpose of a work placement or a school or university course.

### TERRITORY OF THE POLICY

«Travel assistance», and «Trip curtailment» cover is valid in the country or countries in which travel takes place during the Trip organised by the Approved Organisation or Intermediary and which are specified in the contract for the insured service.

«Cancellation» cover provided by your policy is valid before your departure.

### COMMON EXCLUSIONS TO ALL TYPES OF COVER

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

1. damage of any kind that is intentionally caused or provoked by the Insured or with his/her complicity, or which arises from the Insured's wilful misconduct or fraudulent fault, except in a case of self-defence or assistance to a person in danger;
2. suicide or attempted suicide of the Insured person;
3. damage resulting from the Insured's consumption of alcohol and/or the Insured's absorption of medicines, drugs or narcotics, that have not been medically prescribed;
4. unless stated otherwise in the policy cover, damage resulting from Civil War or Foreign War, acts of terrorism, riots, popular movements, coups d'état, hostage taking, strikes;
5. civil or military application of nuclear reactions, which means altering the structure of the atomic nucleus, transportation and treatment of radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction occurring at a site carrying out alterations to the structure of the atomic nucleus;
6. events for which liability may fall either on the Trip organiser by application of Title 1 of Law No. 2009-888 of 22 July 2009 on the development and modernisation of tourism services, or on the carrier, unless stated otherwise in the policy;
7. bans decided by local authorities, restriction on the free movement of persons or property, airport closure, border closures.

### POLICY COVERAGE

#### CANCELLATION OPTIONS 1, 2 AND 3

#### DEFINITIONS SPECIFIC TO THIS TYPE OF COVER:

**CANCELLATION:** the Insured's firm and definitive withdrawal from all of the insured services as declared to the Approved Organisation or Intermediary.

**CHECKING OF CHANGED STATUS:** a further medical consultation and/or performance of additional medical tests.

**SERVICE CHARGES:** fees charged when booking air travel and billed by the Approved Organisation or Intermediary.

Definitions of terms that are common to all types of cover are contained in the Common Definitions section, at the start of the policy.

#### 1. PURPOSE OF THE COVER

When the Insured cancels their booking, the Approved Organisation or Intermediary of the insured service may hold the Insured responsible for all or part of the cost of the services; this is described as cancellation fees, and these fees increase as the Departure date approaches. These are calculated using the scale contained in the Table of Cover.

The Insurer will reimburse the Insured for the cost of the levied cancellation fees, subject to deduction of the Excess as stated in the Table of Cover.

#### 2. EVENTS COVERED IN RELATION TO A CANCELLATION

Cancellation, after the insurance has been taken out, must be the result of one of the following events, which absolutely prevents the Departure of the Insured person:

##### ► Medical events:

- 2.1. An illness, included a pregnancy-related condition, a Bodily accident, and the results, after-effects, complications or deterioration of an illness diagnosed or a Bodily accident that took place after the booking for the insured service was made,

and which necessitates:

- either, hospitalisation from the day of the Cancellation until the Departure date,
- or,
  - the Insured to cease all professional activity, or to stay at home if they are not working, from the day of the Cancellation until the Departure date, and
  - a medical consultation, and treatment with medicines from the day of the Cancellation or the performance of medical tests prescribed by a Doctor, and in all cases, these acts being paid for by one of the health insurance bodies of which the Insured is a member, occurring to:
- the Insured himself/herself, his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement, his/her direct line ascendant or descendant, or those of his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement,
- his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian and any person placed under his/her guardianship.

#### IMPORTANT:

It is the Insured's responsibility to prove that all the conditions for application of cover as stated in Article 2.1 are met when making the Cancellation. The Insurer can reject the claim, if the Insured is unable to supply the supporting documents stated in Section 6.

#### ► Family events:

##### 2.2. The death of:

- the Insured himself/herself, his/her spouse or Established partner or civil partner under a P.A.C.S. agreement, his/her direct line ascendant or descendant, or those of his/her spouse, Established partner or civil partner under a P.A.C.S. agreement,
  - his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian and any person placed under his/her guardianship,
- provided that the deceased person's domicile is not the destination location of the insured service.

#### ► Professional events:

**2.3. Redundancy of the Insured or of his/her spouse, Established partner or civil partner under a P.A.C.S. agreement, provided that the corresponding invitation to the individual appointment was not received before the date on which this policy was taken out and/or the booking was made for the insured service.**

**2.4. Cancellation or change to the Insured person's paid holidays, imposed by their employer, and which the employer had granted prior to the Trip being booked by the Insured.** This cover is provided for salaried employees, but it excludes any person who does not require approval from a line manager to apply for, change and/or cancel their holiday dates (e.g. company executives, a company's legal managers and representatives, etc.).

**Compensation is paid after deduction of the specific Excess amount stated in the Table of Cover. This Excess also applies to those persons who are booked on the Trip at the same time as the Insured and who also cancel.**

**This cover does not apply if the Policyholder of this policy is the company which has changed the holidays.**

**2.5. The Insured's professional transfer, imposed by the employer, but not in connection with a disciplinary matter, requiring him/her to move home during the time of the insured service, or within the 8 days prior to the start of that service, subject to the condition that the transfer was not known at the time when the insured service was booked.**

#### ► Property events:

**2.6. Serious Property damage resulting from:**

- a burglary with a Break-in,
  - a fire,
  - water damage,
  - a climate, meteorological or natural event, subject to any exclusions contained in Article 4.9 and 4.10,
- that directly affects the following real property:
- the Insured's main or secondary residence,
  - his/her farming business,
  - his/her business premises if the Insured is a tradesperson, trader, company manager or works in a liberal profession
- and which requires him/her to be present at that location on a date during the period of the insured service to carry out administrative actions relating to the damage or repairs to the damaged real property.

**2.7. Cancellation by persons remaining alone or with just two people travelling as a result of the covered Cancellation by one of the Insured persons, provided that all of them are insured under this policy and their names are shown on the same booking form for the insured service.**

**However, all insured persons who form part of the same home for tax purposes or who can prove that they have a direct line relationship are insured under the «Cancellation» cover.**

**If a cancellation request is made by the skipper or any other member of a group, this will automatically result in cancellation for all the other members of the group.**

#### IMPORTANT:

**All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single Trip, which only has one single date of Departure: the date stated by the Trip's Approved Organisation or Intermediary as being the start of the services.**

### 3. AMOUNT COVERED

The Insurer will refund the amount of cancellation fees levied by the Trip's Approved Organisation or Intermediary, up to the limits stated in the Table of Cover. The levied cancellation fees are reimbursed up to the limits set per insured person in the Table of Cover, but shall not however exceed the per person and per event limits.

**The Insurer's compensation amount is always limited to the fee amount that would have been charged to the Insured if the Insured had notified the Approved Organisation or Intermediary on the day on which the event occurred.**

Service charges will be fully reimbursed, only if they form part of the insured amount, declared when this policy was taken out.

**The cost of tips, administration, visas, airport taxes and other expenses, outside of Service charges, as well as the premium paid to take out this policy will not be reimbursed.** Should the Insured choose to change the dates of his or her Trip, rather than cancelling the Trip, due to the occurrence of one of the events covered, the Insurer shall reimburse the costs of changing the Trip in an amount up to the limit of the amount of the cancellation fees that would have been reimbursed had it been cancelled.

Should a certain number of the Insured persons wish to cancel their Trip, due to the occurrence of one of the events covered, the Insurer shall reimburse the cancellation fees in an amount equal to their financial participation, up to the limit of the amount of the cancellation fees shown in the Table of Cover in order to allow the other members of the group to travel.

An Excess amount per insured person (or per claim file for rentals), as shown in the Table of Cover, is always deducted from the compensation due.

### 4. COVER EXCLUSIONS

**In addition to the exclusions that are common to all types of cover, the consequences of the following circumstances and events are also excluded:**

**4.1. Illnesses already diagnosed or Bodily accidents that had already occurred, or treatment or relapse or deterioration or hospitalisation between the date on which the Trip booking was made and the date on which this policy was taken out;**

- 4.2. Illnesses which had previously been diagnosed, had a changed status, a further test or change in treatment within the 30 days prior to the booking of the insured service;
- 4.3. Bodily accidents which had occurred or given rise to a surgical procedure, physiotherapy, a further test or change in treatment within the 30 days prior to the booking of the insured service;
- 4.4. ear drum ailments, gastric and/or intestinal disorders, disorders of the vertebral column unless there has been a Change in Status examination by a Doctor within 15 (fifteen) days after the first medical consultation which was the reason for the Cancellation;
- 4.5. Illnesses related to pregnancy beyond the 28th week, voluntary termination of pregnancy, in vitro fertilisation;
- 4.6. medical contra-indications to undertaking a Trip that are not the result of an Illness, including those related to a pregnancy condition or to a Bodily accident, under the conditions set out in Article 2.1;
- 4.7. forgetting to get vaccinated or failure to take the preventive treatment necessary for the destination of the insured service;
- 4.8. the employer's refusal to permit paid leave;
- 4.9. epidemics, local health situations, natural or human pollution;
- 4.10. Natural disasters occurring Abroad, definitely caused by the abnormal intensity of a natural agent and those natural disasters referred to in Law N° 82-600 of 13 July 1982;
- 4.11. criminal proceedings against the Insured;
- 4.12. any event that occurs between the date on which the Trip was booked and the date when this policy was taken out;

### 5. WHAT THE INSURED MUST DO IN THE EVENT OF CANCELLATION

The Insured must notify the Trip's Approved Organisation or Intermediary about his/her withdrawal as soon as the covered event that prevents his/her Departure takes place.

The Insured must then declare the Claim to the Insurer **within five working days** of his/her knowledge of it, except in the event of exceptional circumstances or force majeure:

- either directly via the website:  
[www.mondial-assistance.fr](http://www.mondial-assistance.fr)
  - go to the «Declare a claim» section
  - quote the Mondial Assistance policy number
  - follow the 5 steps that will give you a claim file number and a customer code
  - you will be sent an acknowledgement by return e-mail, containing the list of documents you need to provide
  - go to the «Claim file enquiry» section to track the progress of your claim, using the customer code you were given previously
- or, call us Monday to Friday, between 9 am and 6 pm:
  - on 01 42 99 03 95 (or 01 42 99 03 97 for Non French speaking insured persons)
  - if the Insured is outside France: on 33 1 42 99 03 95 (or 33 1 42 99 03 97 for Non-French speaking insured persons)

**After this deadline has passed and the Insurer incurs a loss because of the late notification, the Insured will lose all rights to compensation.**

### 6. SUPPORTING DOCUMENTS TO BE PROVIDED

The Insurer will inform the Insured of the information that is needed in order for the Claim to be declared. It is the Insured's responsibility to provide the Insurer with all the documents and information in support of the reason for his/her Cancellation and which enable the Insurer to calculate the amount of compensation.

If the reason for the Cancellation is medical, the Insured may, if wished, send the medical details in an envelope marked «Confidential» for the attention of the Insurer's medical expert (Médecin conseil).

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> <li>- bill for the cancellation fees for the insured services,</li> <li>- when applicable, the official document showing the relationship with the person who was the reason for the Cancellation (copy of the family identity booklet, partnership certificate, etc.),</li> <li>- R.I.B. (bank account details),</li> <li>- after the file has been reviewed, any other supporting document requested by Mondial Assistance.</li> <li>- The insurance certificate</li> </ul>
In the event of Illness, including a pregnancy related condition or a Bodily accident:	<ul style="list-style-type: none"> <li>- if relevant, medical prescriptions for drugs,</li> <li>- if relevant, test results,</li> <li>- if relevant, a copy of the sickness certificate,</li> <li>- if relevant, a hospitalisation form,</li> <li>- after the file has been reviewed, if requested by the Insurer: statements showing reimbursement by the health insurance body of which the Insured is a member.</li> </ul>
For a death:	<ul style="list-style-type: none"> <li>- a copy of the death certificate,</li> <li>- if relevant, contact details for the lawyer dealing with the estate of the deceased Insured person.</li> </ul>
For redundancy:	<ul style="list-style-type: none"> <li>- a copy of the letter summoning the person to the pre-redundancy interview,</li> <li>- a copy of the redundancy letter.</li> </ul>
For cancellation or change to the Insured's paid holidays imposed by the employer:	<ul style="list-style-type: none"> <li>- a copy of the original holiday approval document,</li> <li>- a copy of the pay-slip showing the summary of holidays for the month of the cancelled trip.</li> </ul>
For a professional transfer:	<ul style="list-style-type: none"> <li>- a copy of the signed amendment to your employment contract, which states the date and place of your transfer.</li> </ul>
For serious Property damage:	<ul style="list-style-type: none"> <li>- the acknowledgement of the claim declaration to the home insurance company,</li> <li>- in the event of a burglary, a copy of the report made to the police authorities.</li> </ul>



## TRAVEL ASSISTANCE OPTIONS 1 AND 3

### DEFINITIONS SPECIFIC TO THIS TYPE OF COVER:

**EMERGENCY DENTAL EXPENSES:** dental treatment that the Mondial Assistance Medical Department considers to be emergency treatment.

**ACCOMMODATION COSTS:** additional hotel costs and cost of telephoning Mondial Assistance, excluding all costs for meals and drinks.

**FUNERAL COSTS:** first conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and simplest coffin required for transportation and compliance with local legislation, excluding burial, embalming and ceremony costs.

**MEDICAL COSTS:** medically prescribed pharmaceutical, surgical, consultant's and hospital costs required for the diagnosis and treatment of an illness.

**EMERGENCY HOSPITALISATION:** a stay of over 48 consecutive hours in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

**IMMOBILISATION:** being required to stay at Home or at the holiday residence, after the visit of a Doctor and issuance of a medical certificate

**ROUTE/LEG:** route from or to the destination place that is stated on the travel ticket or the Trip booking form, irrespective of the means or number of types of transport used.

Definitions of terms that are common to all types of cover are contained in the Common Definitions section, at the start of the policy.

### ADVICE TO TRAVELLERS:

#### • Before the trip:

- check that the policy covers the selected destination and the duration of the planned Trip;
- obtain information about the required identity documents for entry to the countries you are visiting (identity card, passport, visa,) and the health conditions; obtain and carry the necessary documents (vaccination booklet, medical insurance document);
- obtain the documents you need to carry from the Health Insurance Association to certify they are responsible for medical expenses during the Trip: European Health Insurance Card or specific form, depending on the country.
- if the Insured is undergoing treatment, they should take with them a sufficient supply of medicines, over and above the amount required for the planned trip period, to allow for the eventuality of their return being delayed;

#### • While travelling:

- keep medicines and the prescription in hand luggage so that treatment will not be interrupted should any checked-in baggage be delayed or lost;
- keep separate copies of both sides of your identity papers and means of payment. These photocopies will be useful, in the event of loss or theft.

### IMPORTANT:

#### • Minor children:

Some types of holiday and certain destinations are not suitable for very young children. Given the risks of disease related to travel time or conditions, the health situation and the climate it is advisable to consult your attending physician or paediatrician when planning the trip.

All minor children who are travelling must have valid identity documents. In addition, if the child is travelling without its parents or without a person who has parental authority, the child must be in possession of the administrative authorisation to leave the country, signed by them.

In all cases, when a minor child is repatriated, Mondial Assistance cannot be held responsible for any delay caused by the need to correct the administrative situation.

#### • Pregnant women:

Because of risks that could endanger the health of women at an advanced stage of pregnancy, the various airlines apply different restrictions and these are liable to change without advance notice: medical examination a maximum of 48 hours before departure, presentation of a medical certificate, request for the medical approval of the company, etc.

In the event of an emergency and if their contract allows, assistance companies organise and pay the cost of air transport on the express condition that doctors and/or the airlines have no objections.

## 1. ASSISTANCE SERVICES

### ASSISTANCE DURING THE TRIP

When the Insured calls on the Mondial Assistance Assistance Department, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of Mondial Assistance.

#### ► Assistance in the event of Illness, Bodily accident or the death of the Insured:

##### 1.1. Repatriation Assistance

If the Insured's state of health requires them to be repatriated, Mondial Assistance will assist as follows:

#### • By organising and paying the cost for the Insured to return Home or for the Insured to be transported to a hospital

Mondial Assistance organises and pays the cost for the Insured to return to their Home in Europe or for transport to the hospital which is closest to the Home and/or is the most suitable to provide the care required by the person's state of health.

In this case, if the Insured wishes, Mondial Assistance can then organise the return to their Home in Europe as soon as their state of health permits.

#### • Organising and paying the cost for a covered travel companion to return home

When the Insured is repatriated more than 24 hours before their originally planned return date, Mondial Assistance, after approval by its medical department, will organise and pay the cost for the insured persons who were travelling with the Insured to return Home provided that the original means of returning home can no longer be used or cannot be altered.

### IMPORTANT:

Decisions are only taken in consideration of the medical interests of the Insured and are the exclusive responsibility of the Mondial Assistance doctors in agreement with the local medical practitioners.

Mondial Assistance Doctors contact the local medical teams and, if required, the Insured's usual medical practitioner, in order to gather the information that will enable the most appropriate decisions in respect of the Insured's state of health to be taken.

The Insured's repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

The Insured's medical interests and compliance with health regulations in force are the only matters taken into consideration when determining the transport, the selected means of transport to be used and the choice of the place of hospitalisation.

If the Insured refuses to comply with the decisions taken by the Mondial Assistance Medical Department, this discharges Mondial Assistance of all liability in relation to the consequences of such an initiative and especially if the person returns by their own means or in the event of a deterioration of their state of health and the Insured loses all rights to services and compensation from Mondial Assistance.

Moreover, under no circumstances can Mondial Assistance carry out the role of local emergency services organisations, nor can the company pay the cost of expenses thus incurred.

## 1.2. Assistance to the Insured's minor children

#### • Organising and paying the cost for the Insured's minor children to return home

If the Insured's state of health requires him/her to be repatriated, once the Medical Department has agreed to this, Mondial Assistance also pays the transport costs to enable the minor children who were travelling with the Insured and no other adult member of the family was present at the holiday location with them to return Home.

#### • Organising and paying the round trip transport costs of a person to escort the Insured's minor children on their return journey

If the Insured is hospitalised Abroad when accompanied by at least one minor child and no other adult member of the family was present with them, Mondial Assistance will pay for the outward and return Journey of a person of their choosing who lives in Europe.

**The costs of accommodation, meals and drinks of the person selected to accompany the minor children are payable by the Insured.**

## 1.3. Visit of a close relative/friend if the Insured is hospitalised Abroad

If the Insured is hospitalised Abroad for more than 7 days, or for more than 48 hours if the person is a minor or is disabled and no adult member of the family was travelling with him/her on the trip, Mondial Assistance pays the costs that enable a member of the family to get to them in hospital:

#### • Mondial Assistance pays the cost of an outward and return Journey for a member of your family staying in Europe to enable them to get to the hospital;

#### • On presentation of supporting documents, Mondial Assistance will reimburse the cost of that person's accommodation, up to the amount limit stated in the Table of Cover until the Insured is eventually repatriated or leaves hospital if he/she is able to continue the Trip.

**This service is not cumulative with the «Organisation and payment for return of covered travel companions» cover.**

## 1.4. Emergency hospitalisation expenses Abroad

#### • If the Insured is a member of a basic health insurance scheme or an insurance or provident organisation:

In the event that the Insured suffers a Bodily accident and/or Illness requiring him/her to be hospitalised Abroad, Mondial Assistance can make a direct payment of the unforeseen emergency hospital expenses after approval by the Mondial Assistance Medical Department and up to the limits stated in the Table of Cover.

In this case, the Insured must take all the necessary steps to have these costs reimbursed by its basic health insurance organisation, its mutual insurance scheme or any insurance or provident organisation and in this connection to immediately transfer any sum received to Mondial Assistance.

Otherwise, Mondial Assistance will be entitled to claim expenses and legal interest at the statutory rate in addition.

**To receive this service, the Insured must belong to a primary health insurance scheme.**

**This service ceases on the day on which the Mondial Assistance Medical Department considers that it is possible for the Insured to be repatriated.**

#### • If the Insured is not a member of a basic health insurance scheme or an insurance or provident organisation scheme:

- In the event that the Insured suffers an Accident and/or Illness requiring him/her to be hospitalised Abroad, Mondial Assistance can make an advance of the unforeseen emergency hospital expenses for the prescribed treatment after approval by the Mondial Assistance Medical Department and up to the limits stated in the Table of Cover.

In this case, the Insured undertakes to reimburse the advance to Mondial Assistance within 3 months commencing from the date on which he/she returns from the Trip. After this deadline, Mondial Assistance will be entitled to claim expenses and legal interest at the statutory rate in addition.

This advance is subject to a formal recognition of the debt being drawn up.

**This service ceases on the day on which the Mondial Assistance Medical Department considers that it is possible for the Insured to be repatriated.**

#### 1.5. Reimbursement of the emergency Medical expenses that the Insured has paid Abroad

To receive this type of refund, the Insured must belong to a primary health insurance scheme which covers his/her medical expenses Abroad for the whole period of this policy.

The Insured must be able to provide Mondial Assistance with the original statements or refusal letters from the schemes to which he/she belongs.

Up to the amount limits stated in the Table of Cover, less the deduction of the Excess stated in the same table:

- **Reimbursement of the costs the Insured is responsible for (except dental costs)**  
If the Insured incurs medically prescribed medical or hospital expenses Abroad, Mondial Assistance will reimburse him/her for the remaining costs payable by him/her (except dental costs) after payment by the basic health insurance body, the health insurance company or any other insurance or provident organisation.
- **Reimbursement of emergency dental costs which the Insured is responsible for**  
Mondial Assistance will also reimburse the Insured for the cost of emergency dental treatment incurred Abroad, which he/she is responsible for after payment by his/her basic health insurance body, health insurance company or any other insurance or provident organisation.

#### 1.6. Assistance in the event of the death of the Insured

In the event of the death of the Insured, Mondial Assistance organises and pays for:

- **transportation of the body** from the place where it is placed in the coffin to the funeral home or to the Home of either the deceased person or a family member in Europe,
- **funeral expenses**, up to the ceiling limit stated in the Table of Cover,
- **additional transport expenses for the insured members of the deceased person's family or an insured person**, travelling with the deceased person, insofar as their originally planned means of returning to Europe can no longer be used on account of this death.
- **paying the costs that enable a member of the Insured's family to accompany the Insured person's body:**

If the death of the Insured person occurs when he/she is unaccompanied at the holiday location or is travelling with minor children and/or the presence of a family member is needed in order for the body to be identified and/or the formalities for the burial or repatriation of the body to be carried out:

- Mondial Assistance pays the cost of an outward and return journey for a member of the deceased person's family staying in Europe to enable them to accompany the body;
- on presentation of receipts, Mondial Assistance will refund, up to the limit amount stated in the Table of Cover, the accommodation costs incurred by that person up to the day when the body is repatriated.

This service is not provided in addition to the «Organising and paying the transport costs for the return of the Insured's minor children» service.

#### ► Legal assistance:

##### 1.7. Legal assistance Abroad

- **Reimbursement of lawyer's fees**

When a legal action is commenced against the Insured as the result of an Accident that occurred in the course of the holiday, Mondial Assistance will reimburse the lawyer's fees, on presentation of receipts and up to the ceiling limit stated in the Table of Cover, provided that:

- the lawsuit is not related to the Insured's professional activity,
- the lawsuit does not relate to using or keeping a terrestrial motor vehicle,
- the actions with which the Insured is charged are not, under the legislation of the country in which he/she is staying, subject to criminal penalties.

- **Advance for bail**

If the Insured is imprisoned or threatened with imprisonment, provided that the proceedings in which the Insured is involved are not motivated by:

- trafficking of drugs or narcotics,
- the Insured's participation in political movements,
- any wilful infringement of the laws of the country in which the Insured is staying,

Mondial Assistance will advance the legally required amount of bail, up to the limit stated in the Table of Cover

In this case, the Insured has three months from the date on which the sum was provided to repay this advance to Mondial Assistance.

After this time, Mondial Assistance will be entitled to claim expenses and legal interest at the statutory rate in addition.

This advance is subject to a formal recognition of the debt being drawn up.

#### ► Assistance for other events disrupting the Insured's Trip:

##### 1.8. Early return assistance

Mondial Assistance will organise and pay the costs, if the originally planned means for the Insured's return journey to Europe can no longer be used:

- either for the Insured to return Home and, accompanied if necessary, by a family member who was travelling with him/her who is also insured under this policy.
- or for an outward/return Trip for one of the persons insured under this policy and shown on the same policy application form.

The Insured can receive this service in the following cases:

- **in the event of illness or a Bodily accident, resulting in Emergency hospitalisation commencing during the Insured's holiday** and which, in the opinion of our Medical Department, is of a life-threatening nature to the life of his/her spouse, Established partner or civil partner under a P.A.C.S. agreement, of a direct line ascendant or descendant, a brother, sister, the legal guardian or a person under his/her guardianship who was not taking part in the Trip;
- **in order to attend the funeral after the death of his/her spouse**, Established partner or civil partner under a P.A.C.S. agreement, of a direct line ascendant or descendant or those of his/her spouse, Established partner or civil partner under a P.A.C.S. agreement, a brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parent-in-law, the legal guardian or a person under his/her guardianship who was not taking part in the Trip and lived in Europe;

- **in the event of damage to property** as a result of a burglary with a Break-in, fire, water damage or natural event, making the Insured's presence at the location essential to implement conservation measures and administrative actions, and affecting:
  - his/her main or secondary residence,
  - his/her farming business,
  - his/her business premises if the Insured is a tradesperson, trader, company manager or works in a liberal profession.

## 2. COVER EXCLUSIONS

In addition to the exclusions that are common to all cover, the following are also excluded:

- For all assistance cover:

1. expenses incurred without the prior approval of the Mondial Assistance Assistance Department;
2. the consequences of events that occur in countries excluded by this policy;
3. the consequences of any air transport incident that is booked by the Insured, if it is operated by a company included in the blacklist established by the European Commission, regardless of the departure or destination location.
4. the consequences of illnesses or injuries that were pre-existing, had been diagnosed and/or treated, as well as surgical «comfort» operations resulting in a hospital stay, day patient or outpatient treatment, in the 6 months prior to the assistance request;
5. the consequences of an unconsolidated ailment being treated and from which the Insured is still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
6. the eventual results (check-up, additional treatment, recurrence) from an ailment which previously gave rise to a repatriation;
7. organising and paying for the transport referred to in Article 1.1 «Repatriation assistance» for ailments or minor injuries which can be treated on the spot and do not prevent the Insured from continuing the Trip;
8. voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, in addition to a pregnancy which has resulted in hospitalisation within the 6 months prior to the assistance request;
9. the consequences:
  - of infectious risk situations in an epidemic scenario,
  - of exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, or to neurotoxic agents or agents with residual neurotoxic effects, which require a quarantine period or specific preventive or monitoring measures by the local and/or national health authorities of the country in which the Insured is staying;
10. the Insured's participation in any sport practised as a professional or under a paid contract, in addition to preparatory training;
11. the Insured's failure to comply with official prohibitions and his/her non-compliance with official security rules, related to the practice of a sports activity;
12. the consequences of an Accident that occurs when the Insured is taking part in an air sport or one of the following sports: skeleton, bobsleigh, ski jump, mountain climbing above 3,000 m, rock climbing, bungee jumping, parachute jumping;
13. expenses not expressly mentioned as giving rise to a refund, in addition to any expenses for which the Insured is unable to produce a receipt.
- In addition, under cover for «Emergency hospital costs Abroad» and «Reimbursement of emergency Medical expenses paid by the Insured when Abroad», the following are excluded:
  - 2.14. the cost of thermal spa treatment, heliotherapy, slimming treatments, all kinds of «comfort» or beauty treatments, physiotherapist's cost, the cost of treatment or care not resulting from a medical emergency;
  - 2.15. the cost of implants, internal, optical, dental, hearing, functional or other prostheses and the cost of fitting them;
  - 2.16. vaccination expenses;
  - 2.17. the cost of treatment or care, the therapeutic nature of which is not recognised by French legislation.

## 3. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

### 3.1. To request assistance

The Insured or a third party must contact Mondial Assistance:

by calling 01 42 99 02 02  
or 33 1 42 99 02 02, if the Insured is outside France  
24 / 7

A case number will be assigned immediately and the person must provide the following information to the customer assistance agent:

- the policy number,
- an address and telephone number where he/she can be contacted and the contact details of the people who are assisting him/her, permission for the Mondial Assistance Doctors to access all the medical information about the Insured or the person who needs assistance from Mondial Assistance.

### 3.2. For a refund claim

In order to receive a refund of expenses advanced by the Insured with the approval of Mondial Assistance, the Insured must provide Mondial Assistance with all the supporting documents that will enable us to determine the validity of the claim.

- either by post to the following address:  
Mondial Assistance  
Service Relations Clientèle (Customer Services)  
Tour Gallieni II  
36 avenue du Général de Gaulle  
93175 Bagnolet cedex
- or by calling Monday to Friday, between 9 am and 5.30 pm:  
on 01 42 99 08 83 or 33 1 42 99 08 83, if the Insured is outside France

Services which have not been requested in advance and which have not been organised by Mondial Assistance do not provide entitlement to a refund or a compensation payment.

#### 4. LIMITS TO THE INTERVENTION OF MONDIAL ASSISTANCE

Mondial Assistance acts in compliance with national and international laws and regulations.

The company's services are subject to obtaining the necessary approval from the competent authorities.

Moreover, Mondial Assistance cannot be held liable for delays or hindrance to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation of persons or property, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source or Natural disasters or any other exceptional circumstances.

##### IMPORTANT NOTE:

Mondial Assistance organises and pays for the Insured's covered transport up to the limit of travel by train in 1st class and/or economy class air travel or specialist medical vehicle.

In all cases, Mondial Assistance becomes the owner of the Insured's unused travel tickets. The latter undertakes to return them to Mondial Assistance or refund to Mondial Assistance the reimbursement obtained from the Trip's Approved Organisation or Intermediary.

#### 5. SUPPORTING DOCUMENTS TO BE PROVIDED

Depending on the assistance services provided, Mondial Assistance will inform the Insured of the documents that need to be supplied in support of the assistance request:

INSURED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
Travel Assistance	<ul style="list-style-type: none"> <li>- the original used travel tickets (boarding cards for air travel) and unused tickets</li> <li>- if relevant, the death certificate</li> <li>- if relevant, a copy of an official administrative document proving the relationship with the beneficiary,</li> <li>- any other supporting document requested by Mondial Assistance.</li> </ul>
Reimbursement of medical expenses	<ul style="list-style-type: none"> <li>- R.I.B. (bank account details),</li> <li>- a copy of the Trip booking form,</li> <li>- copies of the medical expenses bill(s) paid by the Insured</li> <li>- a copy of the refund statement issued by Social Security</li> <li>- the original of the refund statement issued by the mutual insurance fund</li> <li>- after the file has been reviewed, any other supporting document requested by Mondial Assistance.</li> </ul>

#### TRIP CURTAILMENT OPTIONS 1 AND 3

##### DEFINITION SPECIFIC TO THIS TYPE OF COVER:

**TRIP CURTAILMENT:** early termination of the Trip as a result of a covered event.

Definitions of terms that are common to all types of cover are contained in the Common Definitions section, at the start of the policy.

##### 1. PURPOSE OF THE COVER

The Insurer undertakes to pay compensation, up to the limits stated in the Table of Cover, if the Insured's holiday is curtailed as a result of one of the following events:

- medical repatriation of the Insured, organised by Mondial Assistance or another assistance company,
- early return of the Insured as a result of an event covered under Article 1.8 of the «Early return assistance» cover and organised by Mondial Assistance or another assistance company,
- hospitalisation of the Insured when Abroad, provided that this was approved by Mondial Assistance or another assistance company.

##### 2. AMOUNT COVERED

Compensation is calculated from the day after the occurrence of one of the events listed in Article 1. «Purpose of the Cover» (medical repatriation, early return, hospitalisation locally).

Compensation is proportional to the number of days of the Trip that are unused and the number of insured persons who have actually vacated the accommodation for the period concerned.

Deductions will be made from the calculation basis for administration expenses, service charges, visas, tips, the insurance premium and refunds or compensation paid by the Trip's Authorised Organisation or Intermediary.

Compensation will be paid, per insured person, up to the ceiling limits stated in the Table of Cover, but this may not, however exceed the Limit per event.

The basis on which the compensation is calculated varies depending on the type of service that is covered:

##### • For rentals:

Compensation is calculated on the basis of the cost of the insured rental unit, up to the limit amounts per person and per event stated in the Table of cover, on the assumption that the rental unit will be fully vacated.

The Insurer will also pay the end-of-stay cleaning costs, whether these were originally included or not, up to the limit per rental unit and per event as shown in the Table of Cover, on the assumption that the rental unit will be fully vacated.

##### IMPORTANT NOTE:

If the trip was curtailed by the Insured being hospitalised locally:

- The insured travel companions who continued to occupy the holiday accommodation will be compensated from the day after the actual date of repatriation.
- Insured travel companions who are obliged to leave the holiday accommodation and who receive the benefit of payment of their additional Accommodation costs under «Travel assistance» cover will receive compensation under the same conditions as the Insured.

#### 3. COVER EXCLUSIONS

In addition to the exclusions that are common to all types of cover, the consequences of the following circumstances and events are also excluded:

- 3.1. any event that is not specified in Article 1 «Purpose of the cover» is excluded;
- 3.2. epidemics, local health situations, natural or human pollution, natural, meteorological or climate events;
- 3.3. Natural disasters occurring Abroad, definitely caused by the abnormal intensity of a natural agent and those Natural disasters referred to in Law N° 82-600 of 13 July 1982.

#### 4. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

- 4.1. Before organising their return trip, the Insured must call Mondial Assistance to obtain the Insurer's agreement before the Curtailment of the trip.

by calling 01 42 99 02 02  
or 33 1 42 99 02 02, if the Insured is outside France  
24 / 7

A claim file reference will be issued to him/her.

- 4.2. Then, the Insured must submit a claim for reimbursement of the services that have not been used due to the curtailment:

- ▶ either by e-mail to [svc.reglementassistance@mondial-assistance.fr](mailto:svc.reglementassistance@mondial-assistance.fr)
- ▶ or by post to the following address:  
Mondial Assistance  
Service Relations Clientèle (Customer Services)  
Tour Gallieni II  
36 avenue du Général de Gaulle  
93175 Bagnolet cedex
- ▶ or by calling Monday to Friday, between 9 am and 5.30 pm:  
on 01 42 99 08 83 or 33 1 42 99 08 83, if the Insured is outside France

#### 5. SUPPORTING DOCUMENTS TO BE PROVIDED

Mondial Assistance will provide the Insured with the information needed to submit the Claim and he/she will be required to supply Mondial Assistance with any documents and information in proof of the claim that will allow the amount of loss to be determined, in particular:

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> <li>- the invoices of the Authorised Organisation or Intermediary of the insured Trip,</li> <li>- R.I.B. (bank account details),</li> <li>- the original return travel tickets <b>both used and unused</b>,</li> <li>- the claim file reference under which the Insured received approval from Mondial Assistance to curtail the trip,</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>- the intervention statement from another assistance company, indicating the reason for their intervention,</li> <li>- after the file has been reviewed, any other supporting document requested by Mondial Assistance.</li> </ul>

#### ADMINISTRATIVE PROVISIONS

##### 1. REGULATIONS GOVERNING THE POLICY AND THE LOCATION AT WHICH IT IS TAKEN OUT

This policy is governed by the French Insurance Code, the General Terms and Conditions and the Specific Terms and Conditions.

The General Terms and Conditions have been drawn up in French.

##### 2. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken out:

- for «Cancellation» cover: on the same day as the booking or within 15 working days of the booking, at the latest;
- for all other cover: before Departure, provided that the Insured has not already used a means of transport to reach the holiday location.

Cover takes effect:

- for «Cancellation» cover: at 00:00 on the day after payment of the premium. It ceases as soon as the insured services commence;
- for «Travel assistance» cover: from the moment that the Insured leaves the Trip Departure location (maximum of 24 hours before the Departure date stated on the contract for the insured service and, at the earliest, after the premium has been paid. It ceases at the latest 24 hours after the end of the insured service, the date of which is stated on the contract for the insured service;
- for all other cover: at 00:00 on the Departure date as stated on the contract for the insured service, and, at the earliest, after the premium has been paid. Cover ceases at 24:00 on the return dated stated on the contract for the insured service. «Cancellation» cover is not combined with the other types of cover.

##### 3. RIGHT TO CHANGE YOUR MIND

In accordance with Order No. 2005-648 of 6 June 2005 on distance marketing of financial services, the right to change your mind does not apply to travel insurance or baggage insurance policies (Article L 112-2-1 of the French Insurance Code).

##### 4. CUMULATIVE INSURANCE

If the Insured is covered for the same risks with other insurance companies, he/she must inform the Insurer and provide the Insurer with their details and the scope of their cover, in accordance with Article L 121-4 of the French Insurance Code.

The Insured can obtain compensation for his/her damage by contacting the insurance company of their choice.

**These provisions do not concern assistance services.**



## 5. SUBROGATION IN THE INSURED'S RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its limit amount, the Insurer becomes the beneficiary of the rights and actions that the Insured owned against anyone liable for the Claim, in accordance with Article L 121-12 of the French Insurance Code.

If the Insurer is no longer able to perform this action by the Insured's act, the Insurer can be discharged of all or part of its obligations towards the Insured.

## 6. PENALTIES APPLICABLE IF YOU MAKE A FALSE DECLARATION WHEN TAKING OUT THE POLICY

- Any non-disclosure, or intentional false statement by the Insured when declaring the risk, will be penalised by the policy becoming void, under the conditions contained in Article L.113-8 of the French Insurance Code.
- Any omission or inaccurate declaration by the Insured whose bad faith has not been established, will be penalised under the conditions contained in Article L.113-9 of the French Insurance Code:
  - if this is observed before any Claim: the Insurer is entitled to maintain the policy by increasing the premium, or cancel the policy within ten days by registered letter and refund the extra premium amount.
  - if this is only observed after a Claim: the Insurer may reduce the compensation, proportionate to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

## 7. PENALTIES APPLICABLE IF THE INSURED MAKES AN INTENTIONALLY FALSE STATEMENT AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional false statement by the Insured about the circumstances or consequences of a Claim will result in the loss of all entitlement to services or compensation for this Claim.

## 8. TIME LIMITATION

Any legal action arising from an insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by Article L 114-1 of the French Insurance Code.

In accordance with Article L 114-2 of the French Insurance Code, the time limitation period is suspended by:

- la registered letter with acknowledgement of receipt sent by the Insurer to the Insured relating to legal action for payment of the premium or sent by the Insured to the Insurer relating to payment of compensation,
- appointment of an expert in response to a Claim,
- the standard causes for suspension of the Time Limitation period.

## 9. ADDRESS TO WHICH SUPPORTING DOCUMENTS MUST BE SENT IN THE EVENT OF A CLAIM

For Cancellation cover, supporting documents must be sent to:

Mondial Assistance  
Service Gestion des Sinistres (Claims Department)  
DT001  
54 rue de Londres  
75394 Paris Cedex 08

For Travel assistance cover and Trip curtailment cover, supporting documents must be sent to:

Mondial Assistance  
Service Relations Clientèle (Customer Services)  
Tour Gallieni II  
36 avenue du Général De Gaulle  
93175 Bagnolet Cedex

## 10. LOSS ASSESSMENT

The causes and consequences of the Claim are assessed by mutual agreement and failing this, by jointly agreed loss assessment, subject to the respective rights of the Insurer and the Insured. The expert's fees are shared between the parties.

If the parties are unable to agree on the selection of the third party expert, the expert may be appointed by the presiding judge of the Tribunal de Grande Instance of the place of Domicile of the Policyholder.

This appointment shall be made on a written request signed by the Insurer or by just one party, the other party having being summoned by registered letter.

## 11. CLAIM SETTLEMENT TIME PERIOD

As soon as the Insured's case is complete, compensation will be paid within 10 days following the agreement between the Insurer and the Insured or an enforceable court ruling.

## 12. PROCEDURE FOR EXAMINING COMPLAINTS

When a Policyholder is unhappy with the way in which their claim has been handled, their first course of action should be to inform their usual contact so that the reason for their dissatisfaction can be understood and solutions sought.

In the event of a disagreement, any complaints should be sent to the following address:

MONDIAL ASSISTANCE FRANCE SAS  
Service Traitement des Réclamations  
TSA 20043  
75379 Paris cedex 08

The Policyholder will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from the date on which their complaint is received, unless a response to the complaint is sent within this timeframe. A response will be provided no later than two (2) months after the date on which the complaint is received, unless special circumstances arise, of which the Insurer shall keep them informed.

If the disagreement persists after the Insurer's response, after a final examination of the request has been made and all modes of internal appeal have been exhausted, the Policyholder may then refer the matter to the independent mediator at the following address:

Médiateur de la Fédération Française des Sociétés d'Assurance (FFSA)  
BP 290  
75425 Paris cedex 09

The insurance companies belonging to the FFSA have established a system enabling Policyholders and third parties to benefit from a mediation procedure for the settlement of their disputes. This system is governed by the 10 rules set out in the FFSA Mediation Charter.

## 13. JURISDICTION

AGA International elects domicile at the office of its subsidiary:

Tour Gallieni II  
36, avenue du Général de Gaulle  
93175 BAGNOLET Cedex

Any disputes raised against AGA International concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be sent to the address shown above.

## 14. LAW ON INFORMATION TECHNOLOGY AND FREEDOM

In accordance with the French Law on Information Technology and Freedom No. 78-17 of 6 January 1978, as modified by Law No. 2004-801 of 6 August 2004, the Beneficiary has the right to oppose, access, modify, correct and remove any information about them that is contained in the files, by contacting:

Mondial Assistance France  
Direction technique – Service juridique  
Tour Gallieni II  
36, avenue du Général de Gaulle  
93175 Bagnolet Cedex  
FRANCE

Mondial Assistance, in application of its risk control policy and anti-money laundering measures, reserves the right to perform any kind of check on the information provided to it in connection with the execution and administration of assistance services.

## 15. REGULATORY AUTHORITY

The body responsible for the regulation of AGA International is the Autorité de Contrôle Prudentiel (French banking and insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.

## 16. LEGAL INFORMATION

AGA International

Registered office: 37 rue Taitbout – 75009 PARIS

Société Anonyme (joint stock company) with share capital of 17.287.285 euros

519 490 080 RCS Paris

Subsidiary office: Tour Gallieni II - 36, avenue du Général de Gaulle - 93175 Bagnolet Cedex

Private company governed by the French Insurance Code.

TABLE OF COVER		
COVERED EVENTS	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
<b>CANCELLATION - OPTIONS 1, 2 &amp; 3</b>		
<ul style="list-style-type: none"> <li>As a result of the occurrence of an event provided for in the policy (except those stated below)</li> </ul>	Reimbursement of cancellation charges in accordance with the policyholder's scale: and up to the following limits:	€30 per covered rental contract
<ul style="list-style-type: none"> <li>As a result of the employer cancelling holidays or changing the holiday date</li> </ul>	<ul style="list-style-type: none"> <li>€6,500 per covered rental contract,</li> <li>and €32,000 per event, regardless of the number of covered rental contracts.</li> </ul>	<ul style="list-style-type: none"> <li>25% of the amount of cancellation charges covered, with a minimum of €150, per insured rental</li> <li>€30 per insured rental when the rental cost is less than €150.</li> </ul>
<b>TRAVEL ASSISTANCE – OPTIONS 1 AND 3</b>		
<b>ASSISTANCE DURING THE TRIP</b>		
<ul style="list-style-type: none"> <li><b>Repatriation Assistance:</b> <ul style="list-style-type: none"> <li>organising and paying the cost for the Insured to return Home or for the Insured to be transported to a hospital</li> <li>organising and paying the cost for the covered travel companions to return home</li> </ul> </li> </ul>	<p>Actual costs</p> <p>Actual costs</p>	None
<ul style="list-style-type: none"> <li><b>Assistance to the Insured's minor children:</b> <ul style="list-style-type: none"> <li>organising and paying the cost for the Insured's minor children to return Home if the Insured is repatriated</li> </ul> </li> </ul>	Actual costs	None
<ul style="list-style-type: none"> <li><b>Visit of a close relative as a result of hospitalisation Abroad:</b> <ul style="list-style-type: none"> <li>paying the costs that enable a member of the Insured's family to get to them in hospital: <ul style="list-style-type: none"> <li>outward/return journey</li> <li>cost of local accommodation until the Insured is repatriated or leaves hospital</li> </ul> </li> </ul> </li> </ul>	<p>Actual costs</p> <p>Up to a per day limit of €50 until the Insured is repatriated or leaves hospital</p>	None
<ul style="list-style-type: none"> <li><b>Emergency hospitalisation expenses Abroad:</b> <ul style="list-style-type: none"> <li>the Insured is a member of a basic health insurance scheme: <ul style="list-style-type: none"> <li>direct payment, subject to the Insured reimbursing the sums received from the health scheme organisation</li> </ul> </li> <li>the Insured is not a member of a basic health insurance scheme: <ul style="list-style-type: none"> <li>Advance</li> </ul> </li> </ul> </li> </ul>	<p>Up to the following limits, per insured person and per Claim:</p> <p>€40,000</p> <p>€40,000</p>	None
<ul style="list-style-type: none"> <li><b>reimbursement of the emergency Medical expenses that the Insured has paid Abroad:</b> <ul style="list-style-type: none"> <li>reimbursement of the emergency Medical expenses (except Emergency dental costs)</li> <li>reimbursement of Emergency dental costs</li> </ul> </li> </ul>	<p>Up to the following limits, per insured person and per Claim:</p> <ul style="list-style-type: none"> <li>€40,000</li> <li>€300</li> </ul>	Per claim: €30
<ul style="list-style-type: none"> <li><b>Assistance in the event of an insured person's death:</b> <ul style="list-style-type: none"> <li>transporting the body</li> <li>Funeral costs</li> <li>additional costs for the transportation of the insured members of the family or an insured person</li> <li>paying the costs that enable a member of the Insured's family to go out to escort the Insured person's body <ul style="list-style-type: none"> <li>outward/return journey</li> <li>cost of accommodation locally until the Insured person's body is repatriated</li> </ul> </li> </ul> </li> </ul>	<p>Actual costs</p> <p>Up to a limit, per insured person, of €2,300</p> <p>Actual costs</p> <p>Actual costs</p> <p>Up to a limit, per day and per person, of €50 for a maximum period of 10 days</p>	None
<ul style="list-style-type: none"> <li><b>Legal assistance Abroad:</b> <ul style="list-style-type: none"> <li>reimbursement of lawyer's fees</li> <li>advance for bail</li> </ul> </li> </ul>	<p>Up to the following limits, per insured person and per Claim:</p> <ul style="list-style-type: none"> <li>€3,000</li> <li>€15,000</li> </ul>	None
<ul style="list-style-type: none"> <li><b>Early return assistance:</b> <ul style="list-style-type: none"> <li>organising and paying transportation costs</li> </ul> </li> </ul>	Actual costs	None
<b>TRIP CURTAILMENT – Options 1 and 3</b>		
<ul style="list-style-type: none"> <li><b>If the Trip is curtailed for one of the covered events</b> <ul style="list-style-type: none"> <li>For rentals</li> </ul> </li> </ul>	<p>Payment of compensation proportional to the number of unused days in the Trip, up to the following limits:</p> <ul style="list-style-type: none"> <li>per insured rental: €6,500</li> <li>per event: €32,500</li> </ul>	None



## If you need assistance urgently



**Contact us (24/7)**  
on 00 33 (0)1 42 99 02 02



**Please state:**  
Your policy No.  
Who needs help?  
Where? Why?  
Who is helping the ill/injured person?  
How, where and when can they be contacted?

## If you wish to declare an insurance claim



**Please use the following website:**  
<https://declaration-sinistre.mondial-assistance.fr>



**Contact us**  
on 00 33 (0)1 42 99 03 95  
(from 9 am to 6 pm Monday to Friday)  
Fax : 00 33 (1) 42 99 03 25

AGA INTERNATIONAL  
Tour Gallieni II  
36, avenue du Général de Gaulle  
93175 BAGNOLET Cedex

Tél. : 01 49 93 29 00

Private company governed by the French Insurance Code  
Share capital: 17.287.285 euros  
RCS PARIS 519 490 080

# TRAVEL INSURANCE

Insurance Product Information Document Company: AWP  
P&C - Entreprise d'assurance française Product: GARANTIE  
OUEST ASSURANCES - 602 803



This document provides a summary of the key warranties and exclusions in the contract. It does not take into account your specific needs and demands. Full information on this product can be found in the pre-contractual and contractual documentation.

## What kind of insurance is this?

The **OUEST ASSURANCES** insurance product is a temporary contract that allows anyone who has booked a cruise or a boat rental, and according to the underwritten formula, to benefit from insurance covers, as well as assistance services.



### What is insured for?

The covers shall be acquired in accordance with the subscribed formula.

#### Cancellation or Change of Trip

Refund of cancellation fees (Ceiling for cruises €3,000 per insured and €15,000 per event. Ceiling for boat rentals €40,000 per event)

#### Assistance to the insured

Repatriation assistance

Assistance for minor children

Accommodation costs of a family member (ceiling: 50 € per day for 10 days maximum or 500 € maximum)

Medical and hospitalization expenses, emergency paid on site (ceiling: €40,000 and €300 for urgent dental expenses)

Assistance in case of death: repatriation of bodies, expenses funeraries (ceiling: €2,300)

#### Trip Curtailement

Payment of an indemnity equal to the amount of accommodation benefits (number of nights) not used, excluding transport (Ceiling for cruises €3,000 per insured and €15,000 per event. Ceiling for boat rentals 40,000 € per event)

#### Missed transportation

Refund of the new transport ticket or the costs of modifying the initial transport (ceiling 500 € per insured person and 2 500 € per event)

#### Deferred Return

Reimbursement of additional costs in case of travel extension (ceiling 840 € on supporting documents or 280 € without supporting documents)  
Reimbursement of additional transport costs



### What is not insured?

- ✗ Persons residing outside Europe
- ✗ Trips of more than 2 consecutive months
- ✗ Rentals of more than 12 people



### Are there any exclusions to the cover?

#### Key exclusions:

- ! Damage resulting from intentional misconduct, suicide or attempted suicide of the insured
- ! Damage resulting from the consumption of alcohol and/or the absorption by the insured of drugs or narcotic substance mentioned in the Public Health Code, not prescribed medically
- ! Damage resulting from civil or foreign war, acts of terrorism, riots, popular movements, coups d'état, hostage taking or strike
- ! The consequences of pre-existing, diagnosed and/or treated illnesses or injuries, as well as of comfort surgery that has been hospitalized continuously, during the day or on an outpatient basis, in the 6 months preceding the request for assistance Voluntary termination of pregnancy, childbirth, in vitro fertilizations and their consequences
- ! Participation of the insured in any sport
- ! performed in official competition or in a professional capacity or under contract with remuneration, as well as preparatory training Unless otherwise stated in the covers, the
- ! consequences of the epidemic or pandemic
- The consequences of local health, pollution,
- ! weather, climate or natural disasters

#### Key Restrictions:

- ! A sum indicated in the contract may remain payable by the insured (deductible)



### Where am I covered?

- ✓ The cover apply worldwide, **excluding North Korea and countries not covered.**

The updated list of all Countries not covered is available on the Mondial Assistance website at the following address: <http://paysexclus.votreassistance.fr>



### What are my obligations?

#### **Under penalty of invalidity of the insurance contract or unsecured:**

- ✓ **On subscription of the contract**

Declare the risk to be insured in good faith to enable the insurer to assess the risks it assumes.

Pay the premium indicated when the contract is signed.

- ✓ **During the course of the contract**

Report any new circumstances that increase or create new risks.

- ✓ **In the event of a disaster**

Declare any claim likely to implement one of the covers under the conditions and deadlines laid down and attach any relevant document to the assessment of the claim.

Inform the insurer of any covers taken out for the same risks in whole or in part with other insurers, as well as of any reimbursement received in respect of a claim.



### When and how to make payments?

The premium must be paid on the day the policy is taken out.

Payment shall be made to the authorized body or intermediary by cheque, bank transfer or credit card.



### When does the cover start and when does it end?

The contract begins the day following the payment of the premium at 12:00, and ceases 24 hours after the end of the trip.



### How do I cancel the contract?

As this is a time-limited policy, the insured may not terminate it.