

TERMS AND GENERAL CONDITIONS

DG Assistance 0121

The present Information note,
together with your Insurance
Certificate are part and parcel
of your Insurance Policy.

Group Assistance optional
ASSUR-TRAVEL IMPATRIATE membership contract N° 6803



2021 Conditions

Schengen Impatriate Repatriation Assistance



assur-travel
Partenaire de votre mobilité



SCHENGEN
assur-travel IMPATRIATES
Partenaire de votre mobilité

+33 (0)1 45 16 77 51
7 days a week - 24 hours a day

**HOSPITALISATION
ASSISTANCE
RAPATRIATION**

Contract N°: 6803

Pour tous vos frais médicaux, adressez nous vos demandes de
remboursement à l'adresse suivante : medical@gapigestion.com



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TO REACH OUR ASSISTANCE DEPARTMENT

7 days a week – 24 hours a day

MUTUAIDE ASSISTANCE

126, rue de la Piazza 93196 Noisy le Grand Cedex
7 jours sur 7 – 24 heures sur 24

- Phone from France: 01.45.16.77.51
- Phone from abroad: 33.1.45.16.77.51
- Fax from France: 01.45.16.63.92
- Fax from abroad: 33.1.45.16.63.92
- e-mail: medical@mutuaide.fr



Before calling, please gather the following information, this will allow us to intervene in the best conditions:

- The kind and Number of contract: ASSUR TRAVEL IMPATRIES, N° 6803,
- your address,
- the place you are calling from (country and city),
- the correct address of your holidays place (street and number, maybe the hotel...),
- the phone number to join you,
- the kind of problem you are encountering.

During your first call (before any consultation or expense), you will receive a file number. You have to communicate it consistently to our aid department each time you contact us.



FOR THE REIMBURSEMENT OF MEDICAL COSTS (excluding hospitalisation costs)

Requests for reimbursement of medical costs (excluding hospitalisation) are to be sent to the following address:

- **ASSUR TRAVEL-GAPI Management Centre**
PARC ACTIBURO – 99 Rue Parmentier
59650 Villeneuve d'Ascq
- by telephone from France: **03.20.33.96.76**
- by telephone from abroad: **33.3.20.33.96.76**
preceded by the international network code
- by email: medical@gapigestion.com


assur-travel

To enable us to intervene as soon as possible, please send us the following information:

- ASSUR TRAVEL membership no. and contract number, no. 6803,
- A copy of your Schengen Visa,
- Bank account details (for the 1st reimbursement request only),
- Original or numbered paid care invoices,
- Original or numbered medical prescriptions.

**DEFINITIONS AND SCOPE****We:**

MUTUAIDE ASSISTANCE - 126, rue de la Piazza 93196 Noisy le Grand Cedex - A public limited liability company with a capital of € 12,558,240 - Company governed by the French Insurance Code of Law Trade and Companies Register (RCS) 383 974 086 Créteil - VAT No. FR 31 3 974 086 000 19.

Calculation of age:

Age is calculated by the difference in years between the year of birth and the year of membership.

Competent medical authority:

Health professional who has graduated from a medical school listed on the World Health Organization (WHO) list and is authorized to practice medicine in the country where the care is administered.

Contract currency

The contract is in Euros. The benefits provided for in the contract are calculated on the basis of the exchange rate published by the Banque de France on the date of processing the request for reimbursement. Depending on the case, the benefits may be paid in the local currency:

- To the insured party (any exchange difference being borne by the latter)
- To the institution providing the care, any exchange difference being borne by the insurer.

Contingency:

Random event liable to be insured by this contract.

Definition of assistance to persons:

Assistance to persons includes all the services implemented in case of an insured event during your stay.

Domicile:

Is considered as your domicile your main and usual place of residence as stated when you join, located in a country outside the Schengen Area. In case of dispute, the fiscal domicile is the reference domicile.

Emergency:

State deemed critical by a competent medical authority, requiring immediate treatment that cannot wait for the return of the insured party to their country of origin.

Emergency dental care:

The management of emergency dental care (dressing, filling, devitalization, extraction) is insured when such care follows an accident or an unexpected illness.

Epidemic:

Abnormally high rate of occurrence of a disease for a long time on a defined geographic area.

Excess:

Share of the claim borne by the Insured party under the contract in case of compensation following a claim. The deductible can be expressed as an amount, percentage, number of days, hours, or kilometers.

Family member:

Your spouse or common-law partner, your ascendants or descendants or those of your spouse (up to 1st degree). They must be domiciled in the same country as you unless otherwise stipulated in the contract.

Friend or Relative of the insured party:

Any individual you designate or one of your beneficiaries, domiciled in the same country as you.

Insured travel:

The duration of travel is limited to 12 months, non-renewable, outside the country of residence. Except for insured persons of French nationality for whom the duration of travel is limited to 3 months.

Insured parties:

The persons, hereinafter referred to as «you», under the age of 75, insured under this Contract and designated by name on your Certificate of Insurance. These people must be domiciled outside the Schengen Area countries.

KOC Care:

Kinesiotherapy, Osteopathy, Chiropractic.

Maximum per event:

In the event that the cover is in favor of several insured persons who are victims of the same event and insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. As a result, the benefits are reduced and paid in proportion to the number of victims.

Medical expenses conferring the right to Benefits:

The medical expenses conferring the right to benefits are those referred to in the schedule of reimbursements that relate to treatment of illness or accidents and which would have given rise to a refund of the French Social Security if the insured party had been affiliated.

Natural disaster:

Abnormal intensity of a natural factor not caused by human intervention. Phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural factor, and recognized as such by the public authorities.

Nullity:

Any fraud, falsification or misrepresentation and false testimony likely to implement the cover provided for in the agreement result in the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

Pandemic:

Epidemic which is spreading on a wide area, going beyond boundaries and qualified as a pandemic by the World Health Organization (WHO) or by the local competent authorities of the country where the claim happened.

Pre-existing illness:

Medical condition that occurred before the contract took effect. A pre-existing condition is considered to be any condition of this type of which You were aware, or of which You may reasonably have known at the time the contract entered into effect.

Performance of the assistance services:

The benefits guaranteed by this agreement can only be activated with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenses made by the Insured parties under their own authority can be reimbursed by MUTUAIDE ASSISTANCE.

Quarantine:

Strict isolation of an individual in case of a suspected or confirmed case of disease, ordered by local authorities, to avoid the spreading of the said disease in the event of an epidemic or pandemic.

Schengen area (European Union member only) and associated countries:

Andorra, Austria, Belgium, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France including following DROM territories : Guadeloupe, Martinique, French Guyana, La Reunion, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden.

Serious bodily injury:

Sudden deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim acknowledged by a competent medical authority resulting in the issuance of an order to take medication for the benefit of the patient and involving the cessation of any professional or other activity.

Stay:

A stay in a Schengen Area country for which you have subscribed to this contract by paying the corresponding premium.

Subscriber:

The person designated in this capacity in the Special Terms and Conditions who signs the contract and undertakes to pay the contributions.

Terrorist attack:

Any act of violence constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, the purpose of which is to seriously disturb public order through intimidation and terror and which is the object of media coverage.

This «attack» must be acknowledged by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks occur on the same day, in the same country, and if the authorities consider it to be one and the same coordinated action, this event will be considered as one and the same event.

Territorial validity:

Schengen area and associated countries.

Unexpected illness

Sudden and unpredictable impairment of health acknowledged by a competent medical authority requiring a prompt medical response.

We organise:

We take the necessary steps to give you access to the service.

We take care of:

We finance the service.



OPERATING RULES

Conditions:

The contract is dedicated to people with home country outside the Schengen Area, travelling alone, with family or friends in a country member of the Schengen Area. The insured person has to pay first the premium of the subscription in order to benefit from the covers described in this leaflet.

The premium, which includes applicable taxes, fees and charges to this kind of contract, can be paid during the online subscription on our website. In case the premium is still pending while a contingency occurs, the contract will be considered as null and void and the costs of the claim will not be borne.

The contract has to be subscribed before the departure.

However, the contract can be subscribed from destination country, when it follows the coverage of another travel insurance without any interruption between both insurance. The insured person will be asked a proof of its prior insurance in case of a claim.

tre, l'assuré devra communiquer à Assur-Travel la preuve de la souscription.

Date of effect:

The contract takes effect from the date set in the special conditions stated in the "Bulletin d'Adhésion". The date of effect is eventually subject to the payment of premium due under the terms of contract.

End of effect:

The contract comes to an end on the date set in the special conditions stated in the "Bulletin d'Adhésion".

Duration:

The subscription is limited to 12 months in a row, except in cases specified in the glossary of terms

Renewal:

The renewal of a running contract is possible only when it follows directly, without interruption, the prior subscription.

However, the duration of the contract or the renewal cannot more than 12 months in a row, except in cases specified in the glossary of terms.

RENUNCIATION RIGHT FOR DISTANCE SELLING:

Contract with duration of less than 1 month

In compliance with the article L112-2-1 from the French Insurance Code, there is no right to renounce its subscription for the travel or luggage insurance of less than 1 month.

Contract with duration of more than 1 month

Vous bénéficiez d'un droit de renonciation dans les 14 jours calendaires à compter de la date de souscription du Contrat, sans frais ni pénalités.

Ce droit ne s'applique pas si vous déclarez un Sinistre garanti auprès de l'Assureur pendant ce délai de 14 jours.

Le courrier de renonciation dont un modèle est proposé ci-après au titre de l'exercice de ce droit doit être adressé par lettre recommandée à ASSUR-TRAVEL, ZONE ACTIBURO, 99 Rue Parmentier, 59 650 Villeneuve d'Ascq.

In compliance with the article L112-2-1 from the French Insurance Code, the insured party has an opportunity to exercise its right of renunciation, in order to cancel the contract within a minimum of 14 days from the day on which the contract was sealed.

The waiver request has to be addressed by a registered letter with an acknowledgement of receipt to: Assur Travel, Zone d'activité Actiburo, 99 rue Parmentier – 59650 Villeneuve d'Ascq

Below an example of the cancellation letter:

Name, first name:
 Contract number and its appellation:

Sirs,
 In compliance with the article L112-2-1 from the Insurance Code, Hereby I expressly renounce to the insurance contract subscription, named in references that I exclusively subscribed through distance communication on the/...../.....

Greetings,
 done on the

CONSEQUENCES OF THE RENUNCIATION:

The exercise of the right of renunciation within the period defined above terminates the Contract from the date of receipt of the waiver request. You are then reimbursed of the premium you paid, without costs or penalties, within 30 days of the date of exercise of the right of renunciation, except in the event of a Claim occurs before the exercise of the right of renunciation.

CONTRACT CANCELLATION:

In case of trip cancellation and only in this case, the subscription can be reimburse to the insured party on a written request addressed to Assur Travel by a registered letter with an acknowledgement of receipt.

The request has to reach Assur-Travel before the beginning date of the trip written on the membership form, date as per postmark.

Every contract that has begun cannot be modified or canceled.

In every case, Assur-Travel will retain the sum of €20 related to the application fee.

HEALTH AND ASSISTANCE COVER



Healthcare, assistance and personal liability

	LIMITATIONS	SUMMUM
H ASSISTANCE AND HOSPITALISATION COVER (including in the event of an epidemic or pandemic)		✓
Assistance to people if illness or injury		✓
Medical contact		✓
Transport/Repatriation	Actual costs	✓
Stay extension costs (10 days as a maximum)	€60/night	✓
Return of a companion or family members	(1)	✓
Visit from a relative	(1) and €60/night for 7 nights as a maximum	✓
Stay extension	€60/night for 10 nights as a maximum	✓
Anticipated return in the event of hospitalisation	(1)	✓
🏥 MEDICAL COSTS (including in the event of an epidemic or pandemic)		✓
Medical and hospitalisation costs	€30,000	✓
Excess	€30	
Reimbursement of medical costs, of which: medical fees, medication costs, ambulance costs, hospitalisation costs	€30,000	✓
Excess	€30	
Advance of hospitalisation costs	€30,000	✓
Emergency dental treatment care	€150 without excess	✓
KOC care in case of accident or unexpected illness	€100 without excess	✓
👤 ASSISTANCE IN THE EVENT OF DEATH		✓
Transportation of the deceased person		✓
Coffin costs required for transportation	Actual costs	✓
Anticipated return in the event of the death of a family member	Actual costs (1)	✓
🏠 TRIP ASSISTANCE		✓
Advance of bail		✓
Lawyer fees	€15 000	✓
Trip/health information	€3 000	✓
🛡️ CIVIL LIABILITY		✓
Injury and material damage combined	€ 3 500 000	✓
of which the only consequential material and immaterial damage	€ 350 000 €	✓
Excess	150 € (par sinistre)	✓
🏠 ADDITIONNAL ASSISTANCE IN CASE OF EPIDEMICS AND PANDEMICS		✓
Accommodation fees in case of quarantine	Hotel costs: € 80 per night & per person for 14 nights	✓
Impossible Planned return	Return flight (1) € 1,000 maximum per person and max € 50 000 €/folder	✓
Accommodation fees following impossible return	Hotel costs: € 80 per night & per person for 14 nights	✓
Support for a local phone plan	Up to € 80	✓
Psychological support following quarantine or repatriation	6 interviews per event	✓
Backup baggage	Maximum € 100 per person and € 350 per family	✓
Domestic help	15 hours scheduled on 4 weeks	✓
Home delivery of grocery item	Maximum 15 days and 1 delivery per week	✓

(1) Transport by economic class aeroplane or 1st class train.



DESCRIPTION OF THE ASSISTANCE TO PERSONS COVER

If you are sick, injured or if you die during an insured journey, we intervene according to the following conditions:

**MEDICAL REPATRIATION**

If you are sick or injured during an insured journey, we organize and are in charge of your repatriation to your home or in a hospital next to your home. And according to our medical advisor's instructions, we organize and assume the transport of an accompanying person by your side.

Only the medical requirements can be considered so as to appoint the date of the repatriation, to choose the way of transporting, or the place of hospitalization.

The decision of repatriate is taken by our medical advisor, after having consulted the general practitioner of the family.

The refusal of our medical solutions causes the cancellation of our guarantees of assistance to persons.

**RETURN OF AN ACCOMPANYING PERSON AND CHILDREN UNDER 18**

If you are repatriated because of disease or injury, or if you die during an insured trip, we organize and assume the transport to home for the children under 18 and people who were accompanying you, if they can't go back home by their own means.

**VISIT OF A CLOSE RELATION**

If our medical staff decides to hospitalize you on the premises, before your repatriation, we organize and meet the costs of the transportation (outward and return) of one member of your family, and also his/her accommodation expenses (bedroom and breakfast) so as for him or her to remain by your side.

We accept the financial responsibility for his/her accommodation **up to a limit of 60€** (all taxes included), a day and per event, during 7 days at the very most. The catering expenses and other fees remain assigned to the beneficiary.

**EXTENSION OF THE BENEFICIARY'S TRIP**

You are sent to hospital during an insured trip and our doctors consider that this hospitalization is necessary after the initial scheduled date of return.

We meet the costs of accommodation (bedroom and breakfast) for an accompanying person who remains by your side, **up to a limit of 60€** (all taxes included) a day, during 10 days at the very most.

The catering expenses and other fees remain assigned to the beneficiary. This guarantee cannot be hold concurrently with the guarantee "visit of a close relation".

**TRANSPORT OF THE BODY**

If you die during an insured journey, we arrange the transport of your body to the location where the funeral will be held, in your country of residence.

In this case, we assume:

- the expenses of the body's transport,
- the fees linked to the preservation care, which are imposed by the applicable legislation,
- the costs directly required by the body's transport (handling, specified settlements of the transport, conditioning).

All other fees are assigned to the beneficiary's family.

**EARLY RETURN**

You have to put an end to your journey because of:

- the death of a member of your family.
- the hospitalization of your spouse, common-law husband or wife, or any first degree ascendant and descendant member of your family, owing to a serious disease or physical accident involving his/her vital prognostic on a short term (after having consulted our medical staff).

So we organize and meet the costs of your return to home.

Only one person can get this guarantee, and therefore obtain a transport ticket to return to home, and possibly to get back to the place of the stay.

ASSISTANCE FOR PROTECTION

During an insured journey, if charges are brought against you (for judicial proceedings, imprisonment for not having respected or for having broken the local laws and rules):

- we shall advance the bond required by the local authority, **up to a limit of 15.000€** (all taxes included) so as to be released on bail.

The refund of the advance has to be done within one month after receipt of our invoice. Or as soon as this deposit shall have been returned to you by the authorities, you are committed to refunding the advance to us.

- furthermore, we shall compensate the fees for the lawyer you were obliged to hire on the spot for purpose, for **an amount not exceeding 3.000€**, provided that the charges brought against you are not the subject of sanctions under penal law, according to the legislation of the country.

This guarantee cannot be applied for acts linked to your work or to the holding of a motorized and terrestrial vehicle.

MEDICAL EXPENSES

When the medical expenses are carried out with our prior consultation, you are able to get your money back, but only the part not assumed by a possible insurance organism which you are affiliated to.

We only intervene after the refund spent by the aforementioned insurance organism, **after deduction of the excess of 30€**, subject to the transmission of all the original justifications linked to the refund and come from your insurance organism to our medical department.

The reimbursement covers the expenses clearly defined below, provided that they concern care you received outside your country of residence, and to treat a disease or an injury caused by an accident, which occurred outside your country of residence. In this case, we refund the amount of the expenses spent **up to a limit of 30.000€** (all taxes included) per beneficiary, per event and a year.

In the event that the insurance organism which you are affiliated to does not assume your medical expenses, we refund your medical expenses up to the limit of the amount beforementioned, subject to the transmission of your original prescriptions and bills justifying your expenses, and your certificate of unpayment given by your insurance organism to our department.

This guarantee ends as from the day when MUTUAIDE ASSISTANCE is capable of repatriate you.

Kind of expenses refunded (subject to a prior agreement):

- the medical fees,
- the expenses for medicine, which are prescribed by a doctor or a surgeon,
- the expenses for the ambulance transporting you to the nearest hospital, and prescribed by a doctor (but only in the event that your insurance organism does not meet the costs),
- the hospitalization's expenses, provided that the beneficiary is considered unwieldy, after our doctor's decision, which is taken after having gathered the information of the local doctor,

The expenses for hospitalization spent as from the day when MUTUAIDE ASSISTANCE is capable of repatriate you are not assumed.

- the urgently dental expenses, **up to a limit of 150€** (all taxes included) per event and without any excess.



**EXTENSION OF THE GUARANTEE “MEDICAL EXPENSES”:
ADVANCE OF HOSPITALIZATION’S EXPENSES
(outside the country of residence)**

Within the limits of the amounts assumed as it is mentioned above, we can carry out the advance of the hospitalization’s expenses you have to pay outside your country of residence, according to the following and cumulative conditions:

- the doctors of MUTUAIDE ASSISTANCE have to judge your repatriation to your country of residence as impossible,
- the care must have been prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE,
- you or any person allowed by you have/has to make an official commitment to MUTUAIDE ASSISTANCE, signing a specific document:
 - to take the steps necessary to meet the costs of the expenses to the insurance organism, within 15 days as from the date of sending of the required elements by MUTUAIDE ASSISTANCE,
 - to reimburse to MUTUAIDE ASSISTANCE the amounts you have received from the insurance organism, within 7 days as from the date of the receipt of these amounts.

Up to the limit of the amount assumed by MUTUAIDE ASSISTANCE for the guarantee “medical expenses”, we only meet the costs for the expenses not assumed by the insurance organism. So as to get reimbursed, you have to transmit to MUTUAIDE ASSISTANCE the certificate of the payment’s refusal, issued by the insurance organism, within 7 days after its issue.

So as to protect our rights, we reserve the right to require to you or to your assigns either a print of your credit card, or a returnable deposit cheque, or an acknowledgement of debt, limited to the amount of the advance.

In the absence of having taken the steps necessary to the insurance organism on time, or if you have not transmitted the certificate of unpayment issued by the insurance organism to MUTUAIDE ASSISTANCE on time, you will be unable to enjoy the “medical expenses” guarantee and you will be forced to refund all the hospitalization’s expenses advanced by MUTUAIDE ASSISTANCE, which will launch a process of collection if need be. You will be obliged to assume the costs too.

ADDITIONAL ASSISTANCE TO PEOPLE FOLLOWING AN EPIDEMIC:**Impossible planned return:**

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

If you are forced to extend your stay, we will organize and take in charge the hotel expenses (room and breakfast) as well as those of the members of your beneficiary family or an insured accompanying person, up to a maximum of 80 € including tax per night for a maximum of 14 nights per person. We organize and take care of your repatriation to your home, within the limit of from 1.000 € including taxes maximum per person.

Accommodation fees in case of quarantine:

If you have to change your accommodation during your stay following your quarantine, we will organize and pay the hotel expenses (room and breakfast) as well as those of your beneficiary family members or an insured accompanying person, up to a maximum of 80 € per night with a maximum of 14 nights by person.

Support for a local phone plan:

If you are quarantined during a guaranteed trip out of your country of residence, we take care of the costs of a local phone plan, up to a maximum of 80 € including tax.

**Psychological support following a quarantine period or repatriation:**

In the event of significant trauma following an event related to an epidemic or pandemic, we can put you, at your request, in relation with a psychologist, within the limit of 6 phone interviews per event. These interviews are entirely confidential.

This work of listening is not to be confused with the psychotherapeutic work done in private practice. In no case, due to the physical absence of the caller, this service can replace psychotherapy.

Backup baggage:

If you no longer have enough usable personal belongings at your disposal due to your quarantine or hospitalization in the event of an epidemic or pandemic, we will pay, upon presentation of the invoices, for basic necessities up to a maximum of €100 (including tax) per person and €350 (including tax) maximum per family.

Domestic help:

Following your repatriation by MUTUAIDE ASSISTANCE following an illness related to an epidemic or pandemic, you cannot carry out the usual household chores yourself, we look for, assign and pay for a household helper, within the limit of a maximum of 15 hours spread over 4 weeks.

Home delivery of grocery items:

Following your repatriation by MUTUAIDE ASSISTANCE following an illness related to an epidemic or pandemic you are unable to leave your home, we organize and pay, within the limits of local availability, the delivery costs of your groceries within a maximum of 15 days and 1 delivery per week.

USEFUL INFORMATION

The given information are of a documentary nature, endorsed by the article 66.1 of the modified law dated from the 31st December 1971. They do not constitute any legal nor medical consultation.

MUTUAIDE ASSISTANCE searches useful information intended to inform the beneficiary, in particular for:

“travel” information:

- the medical care to carry out before undertaking a journey (vaccine, medicine...),
- the administrative formalities you have to fulfill before or during a trip (passport, visa...),
- the living conditions in the destination country (temperature, currency, climate, customs, food...)
- the travelling conditions (transport, schedule...).

“health” information:

- the phone numbers in an emergency situation,
- vaccine, hygiene, prevention, dietetics,
- specific associations,
- spa treatment or thalassotherapy,
- hospital, care or convalescence complex,
- specific establishments,
- the care to carry out according to the destination country.



SPECIFIC EXCLUSIONS OF ASSISTANCE TO PERSONS

The following do not result in an intervention by our services:

- Medical and hospital expenses in the country of residence,
- Pregnancy, unless there is an unforeseeable complication, and in any case, pregnancy beyond the 36th week, voluntary termination of pregnancy, the consequences of childbirth,
- Costs of spa treatment, aesthetic treatment, vaccination and the resulting costs,
- Nursing home stays and related costs,

The following medical care are not covered, if they are:

- Not prescribed medically,
- Not performed by a competent medical authority as defined in the lexicon,
- Inappropriate to the pathology,
- Not paid at a reasonable cost and usually used for the treatment in question,
- Customarily performed free of charge in the absence of this contract,
- Not practiced by a health professional with a diploma required to practice in the country where the care is administered,
- Not subject to a prior agreement of the Insurer in case of hospitalization
- Refused by the Insurer following a request for prior agreement

- Scheduled hospitalizations,
- The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health and/or local health authorities of the country where you are staying and/or the national authorities of your home country unless if stipulated in the warranty.

- After the Insured party has refused to submit to the medical care necessitated by their condition,
- Dental care other than that indicated in the chapter entitled «Benefit entitlements»
- Alternative medicines: Osteopathy (other than «KOC care»), Naturopathy, Etiopathy, Shiatsu, Homeopathy, Chiropractic (other than «KOC care»), Kinesiology, NAET Method, Acupuncture, Dietetics, Podiatry, Pedicure, Phytotherapy, Reflexology, Sophrology, Essential Oils, Floral elixirs, Thalassotherapy, dietary supplements.



**GENERAL EXCLUSIONS**

Managed by us, or in agreement with us, do not entitle You, a posteriori, to a refund or compensation,

- Events occurring after the 365th day of the journey,
- Events occurring in the country of residence,
- Catering and hotel costs except those specified in the text of the cover,
- Damage caused intentionally by the insured party or that resulting from their participation in a crime, offence or brawl, except in case of self-defence;
- Sums due for criminal convictions and their consequences,
- The use of narcotics or drugs not prescribed medically,
- Events when the insured party is under the influence of alcohol,
- Participation as a competitor in a competitive sport or in a rally resulting in a national or international ranking which is organized by a sports federation for which a license is issued as well as training for these competitions,
- The professional practice of any sport,
- Participation in competitions or endurance or speed events and their preparatory tests, on board any vehicle on land, on water or in the air,
- The consequences of non-compliance with recognized safety rules related to the practice of any recreational sports activity,
- Expenses incurred after the return from the journey or the expiry of the cover,
- Pre-existing diseases
- Kinesiotherapy, chiropractic and related expenses (other than KOC care)
- Rehabilitation,
- Due to the intentional fault of the insured party
- Claims occurring in countries excluded from the cover or outside the validity dates of the contract, and in particular beyond the duration of the planned journey abroad
- The consequences of exposure to infective biological agents, chemical agents such as combat gases, incapacitating agents, neurotoxic agents or agents with persistent neurotoxic effects, which are the subject of quarantine or preventative measures or specific monitoring by the local and/or national health authorities of the country in which the beneficiary is staying and/or the national authorities of your country of origin
- Hormonal treatments, contraceptives, treatment for incontinence,
- Treatments for warts and cysts except in emergencies,
- Treatments for overweight, slimming treatments
- Prenuptial examinations
- Preventive treatments or vaccines that are not consecutive to an insured event
- Insomnia treatments
- Vasectomy
- All medical acts and treatments in the field of research or experimentation, or not generally recognized as ordinary medical practice
- Expenses and treatments not prescribed by an authorized medical authority
- Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional ranking,
- Voluntary non-compliance with the regulations of the countries visited, or practices not authorized by the local authorities;
- Official prohibitions, seizures or constraints by the law enforcement authorities,
- Use by the Insured party of air navigation equipment,
- The use of war machinery, explosives and firearms,
- Damages resulting from intentional or fraudulent misconduct by the Insured party pursuant to Article L.113-1 of the French Insurance Code,
- Epidemics, pollution, natural disasters.
- Costs that are not or would not have been paid by the French Social Security if the insured party had been affiliated.

- Stay cancellation fees
- Expenses not substantiated by original documents
- Expenses related to hospitalization over 24 hours that have not been previously approved by MUTUAIDE ASSISTANCE.
- The after-effects and consequences of psychiatric, neuropsychiatric or psychological affections of any manifestation justifying a neuropsychiatric treatment, and in particular, nervous breakdown, anxiety, personality and/or behavioral disorders, fibromyalgia, eating disorders, chronic fatigue
- Parapharmaceutical products, drugs:
 - Used over the prescribed doses,
 - Used for non-therapeutic purposes
- Vitamins, minerals, dietary supplements even if medically prescribed to have therapeutic effects
- Eye-glasses, lenses, prostheses of all kinds.
- Medical or hospitalization costs following back pain, lumbago, lombosciatic, disc, parietal, intervertebral, crural, scrotal, inguinal white line and umbilical herniation,
- Medical expenses related to the treatment of osteoarthritis
- The cost of organ transplantation not necessitated by an accident or an insured illness,
- Maternity fees
- Costs of cosmetic or reconstructive surgery and comfort treatments:
 - Acne, allergies including allergy testing, with the exception of the first consultation and/or the first emergency treatment.
- Any control or periodic examination and periodical contraceptive checks,
- Cosmetic surgery operations of any kind, not consecutive to an insured accident
- Cosmetic operations and treatments of any kind, not consecutive to an insured accident
- Operations and treatments for congenital malformations
- Health Checks
- Fertility tests and fertility treatments (men and women), tubal ligation, IVF, MAP
- Sexually transmitted diseases.
- Previously constituted illnesses that have been subject to hospitalization in the 6 months preceding the date of departure for the journey,
- Travel undertaken for the purpose of diagnosis and/or treatment,
- Drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary act of the Insured party,
- Benign conditions or lesions that can be treated on site and/or that do not prevent the Insured party from continuing their journey,
- Convalescences and conditions under treatment, not yet consolidated and with a risk of sudden aggravation,
- Events related to medical treatment or surgery that are not unforeseen, contingent or accidental,
- Prosthesis costs: optical, dental, acoustic, functional, etc.

The liability of MUTUAIDE ASSISTANCE cannot in any case be incurred for failures or setbacks to the performance of its obligations that result from force majeure, or events such as civil or foreign wars, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion and effects of radioactive nuclear devices, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

**SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated to the extent of the indemnities paid and services provided by it in the rights and actions of the Insured party, against any person responsible for the acts that motivated its intervention. When the services provided under the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured party against the aforesaid company or institution.

LIMITATION PERIOD

Pursuant to Article L 114-1 of the French Insurance Code of Law, any legal action deriving from an insurance policy is statute limited to two years with effect from the event giving rise thereto. This period is extended to ten years for death coverage, claims of the Insured party expiring no later than thirty years from this event.

However, this time starts to run:

- In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only from the date on which the Insurer becomes aware thereof;
 - In the event of a Claim, only from the date on which those concerned became aware of it, if they are able to prove that they were unaware of it until then
- Where legal action by the Insured party against the Insurer arises from a third party's deposition, the limitation period runs only from the date on which that third party issued proceedings against the Insured party or was compensated by the latter. This limitation period may be interrupted, in accordance with Article L 114-2 of the French Insurance Code of Law, by one of the following ordinary causes of interruption:
- any acknowledgement of indebtedness of the Insured party to the Insurer; (article 2240 of the French Civil Code of Law);
 - any legal proceedings, including a summary application, until termination of the proceedings. The same applies when the action is brought before a court not having jurisdiction or when the act of seising the Court is annulled by the effect of a breach of procedure (Articles 2241 and 2242 of the French Civil Code of Law). The interruption is void if the plaintiff withdraws their claim or allows the proceeding to lapse, or if their claim is definitively rejected (article 2243 of the French Civil Code of Law);
 - A precautionary measure taken under the French Civil Procedure Code of Law or an act of compulsory enforcement (article 2244 of the French Civil Code of Law).

It is recalled that:

The summons of one of the joint debtors by legal proceedings or by enforcement measures or the acknowledgement of indebtedness of the Insured party to the Insurer interrupts the limitation period with respect to all the others, including their heirs.

On the other hand, the summons of one of the heirs of a joint debtor or the acknowledgement of that heir does not interrupt the limitation period with respect to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. This summons or acknowledgement interrupts the limitation period, with respect to other co-debtors, only for the part owed by the heir.

To interrupt the limitation period as a whole, with respect to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the acknowledgement of all these heirs (article 2245 of the French Civil Code of Law).

The summons made to the principal debtor or the acknowledgement of same interrupts the limitation period against the surety (article 2246 of the French Civil Code of Law).

The limitation period can also be interrupted by:

- designation of an expert following a claim;
- the sending of a registered letter with acknowledgment of receipt (addressed by the Insurer to the Insured party regarding the claim for payment of the contribution, and sent by the Insured party to the Insurer with respect to the settlement of the claim payment).

DISPUTE SETTLEMENT

Any dispute arising between the Insurer and the Insured party relating to the fixing and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Insured party's domicile in accordance with the provisions of Article R 114-1 of the French Insurance Code of Law.

FALSE STATEMENTS

When changing the purpose of the risk or diminishing our estimate of same:

- Any reluctance or intentionally false statement from you will void the contract. Premiums paid remain our property and we shall be entitled to demand the payment of premiums due, as provided for in Article L 113.8 of the French Insurance Code of Law.
- Any omission or misrepresentation on your part of which the bad faith is not established entails the cancellation of the contract 10 days after the notification which will be addressed to you by registered letter and/or the application of the reduction of the indemnities of the French Insurance Code of Law as provided for in Article L 113.9.

SUPERVISORY AUTHORITY

The supervisory authority in charge of MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4 place de Budapest CS 92459 – 75436 Paris cedex 9.

LANGUAGE USED

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

COMPETENT COURTS

The contract is governed exclusively by French law. Any dispute arising from the performance, non-performance or interpretation of this Information Notice will be the exclusive jurisdiction of the French courts.

**PROTECTION OF PERSONAL DATA**

The Insured party acknowledges that they have been informed that the Insurer treats their personal data in accordance with the regulations on the protection of personal data in force and that otherwise:

- Answers to the questions asked are mandatory and in case of false statements or omissions, the consequences for the Insured party may be the nullity of their coverage by the Insurance Contract (Article L 113-8 of the French Insurance Code of Law) or the reduction of the indemnities (article L 113-9 of the French Insurance Code of Law),
- The processing of personal data is necessary for the inclusion and fulfilment of their Contract and its cover, the management of commercial and contractual relations, or the fulfilment of legal, regulatory or administrative provisions in force.
- The data collected and processed are kept for the duration necessary for the fulfilment of the Contract or the legal obligation. These data are then archived in accordance with the durations provided for by the provisions relating to the limitation period.
- The recipients of the data concerning the Insured party are, within the limits of their attributions, the services of the Insurer in charge of the acceptance, management and fulfilment of the contracts and its cover, to the Insurer's delegates, agents, partners, subcontractors, reinsurers in the exercise of their duties.

The data may also be forwarded to professional bodies as well as to all persons involved in the Contract, such as lawyers, experts, legal assistants and ministerial officers, curators, tutors and investigators.

Information concerning the Contract may also be transmitted to the subscriber, as well as to all persons authorized by authorized third parties (courts, arbitrators, mediators, ministries concerned, supervisory and regulatory authorities and all public bodies authorized to receive them as well as to the services in charge of control such as the auditors and departments in charge of internal control).

- As a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it implements a contract monitoring process that could lead to the drafting of a suspicious transaction report or an asset freeze measure.

The data and documents relating to the Insured party are retained for a period of five (5) years from the termination of the Contract or the termination of the relationship.

- The Insured party's personal data may also be used as part of an anti-fraud insurance processing that may lead, if necessary, to their registration on a list of persons at risk of fraud.

This registration may result in an extension of the study of their file, or the reduction or refusal of the benefit of a right, service, contract or service offered.

In this context, personal data concerning the Insured party (or concerning the persons or interested parties to the contract) may be processed by any authorized person intervening within the entities of the Insurer Group in the fight against fraud. The data may also be sent to authorized staff of organizations directly concerned by fraud (other insurance bodies or intermediaries, judicial authorities, mediators, arbitrators, legal assistants, ministerial officials, third-party bodies authorized by a legal provision and, where appropriate, victims of fraud or their representatives).

In the event of a fraud alert, the data are kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert is relevant. In the event of a relevant alert, the data are kept for up to five (5) years from the date of closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For the persons registered on a list of suspected fraudsters, the data concerning them are deleted after the 5-year delay as from the date of inscription on this list.

- The Insurer is entitled to process data relating to offenses, convictions and security measures either at the time of the underwriting of the insurance contract, or during its fulfilment or as part of litigation management.
- Personal data may also be used by the Insurer in the context of the processing operations that it implements, the purpose of which is research and development to improve the quality or relevance of its future insurance products and service offers.
- Personal data about the Insured party may be accessible to some of the Insurer's employees or service providers in countries outside the European Union.
- The Insured party has, after substantiating their identity, a right of access, rectification, suppression and opposition to the data processed. The Insured party also has the right to request to limit the use of their data when they are no longer needed, or to recover in a structured format the data they have provided when they are required for the contract or when the latter has consented to the use of these data.

The Insured party has the right to define guidelines on the fate of their personal data after their death. These directives, general or particular, concern the storage, deletion and communication of their data after their death.

The Insured party can exercise their rights by contacting the Data Protection correspondent

– MUTUAIDE ASSISTANCE - 126, rue de la Piazza 93196 Noisy le Grand Cedex

These rights may be exercised with the Insurer's Representative for Data Protection:

- by mail: to the address DRPO@MUTUAIDE.fr

or

- by post: by writing to the following address:

**Délégué représentant à la protection des données - MUTUAIDE
126, rue de la Piazza 93196 Noisy le Grand Cedex**

In the case of a complaint, you can choose to refer to the French Data Protection Authority (CNIL) by post to the following address: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

After having made the request to MUTUAIDE and not having obtained satisfaction, you may complain to the French Data Protection Authority (CNIL).

OPERATING RULES FOR THE HOSPITALIZATION AND ASSISTANCE COVER

**For Hospitalisation and Assistance request cover:**

Only a phone call from the beneficiary at the time of the event enables implementation of assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the rights of the applicant, organizes and takes charge of the benefits provided for in this agreement.

To benefit from a service, MUTUAIDE ASSISTANCE can ask the Insured party to substantiate the capacity to which they refer and produce, at their own expense, the papers and documents proving that right.

The Insured party must allow our doctors to access any medical information concerning the person for whom we intervene. This information will be treated with medical confidentiality.

MUTUAIDE ASSISTANCE cannot in any way substitute for local emergency relief organizations and intervenes within the limits of the agreements given by the local authorities, nor does it assume the costs thus incurred, with the exception of the cost of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the case of minor ailments or minor injuries that do not require repatriation or medical transport.

The interventions that MUTUAIDE ASSISTANCE is brought to carry out are in full compliance with national and international laws and regulations. They are therefore linked to obtaining the necessary authorizations by the competent authorities.

When MUTUAIDE ASSISTANCE has taken charge of the transport of an Insured party, the latter must return to us the return ticket originally scheduled and unused.

Mutuaide Assistance decides on the nature of the air ticketing available to the Insured party according to the possibilities offered by air carriers and the duration of the journey.

OPERATING RULES FOR THE MEDICAL EXPENSES COVER



To benefit from the reimbursement of their medical expenses (those that have not resulted in hospitalization), the Insured party must provide the ASSUR TRAVEL - GAPI management service with the following documents:

- ASSUR TRAVEL membership and contract no: no. 6803,
- Copy of your SCHENGEN visa, (for the first refund request only)
- Bank account identification document (RIB) (for the first refund request only),
- Original invoices, original care sheets (CERFA for France) or reimbursement slips from a primary health insurance organization for which care has been paid.
- Original or digitized medical prescriptions
- Signed reimbursement request (see appendix), accompanied by reports (consultation / examinations / hospitalization) or any other item that the Insurer deems necessary.

CONTACT DETAILS FOR THE HOSPITALIZATION AND ASSISTANCE REQUEST COVER



Refunds to the Insured party can only be made by MUTUAIDE ASSISTANCE on presentation of the original invoices paid corresponding to expenses incurred with the Insurer's agreement.

Requests for refund should be addressed to:

**MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza
93196 Noisy le Grand Cedex**

The Insured or the subscriber must strictly respect the terms of application relating to the implementation of the services.

CONTACT DETAILS FOR THE MEDICAL EXPENSES COVER



Requests for refund should be addressed to:

**ASSUR TRAVEL / GAPI
ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier
59650 Villeneuve d'Ascq
medical@gapigestion.com**

Mutuaide