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# Gold MasterCard

## Information Guide

**Insurance Policy no. 10 004 829**

**This document is a translation with no legally binding status for the insurer. In case of dispute, only the information notice written in French may be enforceable against the insurer.**

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## LEGAL INFORMATION

Insurance Policy No. 10 004 829 subscribed with CAMCA ((Mutual Insurance Company with variable premiums - SI-RET 784 338 527 00046 -53, rue la Boétie CS40107 75380 Paris Cedex 08) subscribed on behalf of the *Insured Parties*, in compliance with article L.112-1 Line 2 of the Insurance Code.

This insurance policy is underwritten by CAMCA Brokerage, an insurance broker registered with ORIAS under the number 07002817 (www.orias.fr), acting under a mandate of the *Issuer* carrying delegation of signing authority.

### ENTRY INTO EFFECT AND CESSATION OF BENEFITS

The benefits set forth in this information guide take effect as of midnight on 1 January 2018 and apply to *Claims* for which the *Occurrence* takes place after midnight on 1 January 2018.

The benefits apply to *Insured Parties* only as of the date on which the *Card* is issued and for as long as it is valid. However, reporting the loss or *theft* of the *Card* does not suspend the benefits.

Access to benefits will cease for each *Insured Party*:

- in the event of total withdrawal of the *Insurer's* authorisation pursuant to Article L. 326-12, paragraph 1 of the French Insurance Code,
- on cancellation of the *Card*,
- in any case, on the date on which the *Policy* terminates or expires.

Non-renewal of the *Policy* entails cessation of benefits for each *Insured Party* as of the effective termination date of the *Policy*.

### PROVISION OF INFORMATION

This information guide describes the benefits, exclusions and obligations of the *Insurer* and *Insured Parties*.

It is agreed with the *Insurer* that liability for adequately informing the *Cardholder* is incumbent upon the *Issuer*.

The *Issuer* is committed to informing the *Cardholder*, by any means he deems appropriate, about the coverage set forth in this information guide. If the terms of cover change or this *Policy* is terminated, the *Issuer* will inform the *Cardholder* by any means he deems appropriate in accordance with the terms and conditions of the *Card* agreement concluded with the *Issuer*.

### GOVERNING LAW

This *Policy* is governed by French law. If there is any difference of legislation between the French Penal Code and prevailing local criminal law, it is agreed that the French Penal Code will prevail, regardless of the country in which the *Claim* occurs.

### JURISDICTION

This *Policy* is governed solely by French law. Any dispute arising from the performance, non-performance or interpretation of this *Policy* shall be heard exclusively by the French courts.

### DATA PROTECTION

Pursuant to Act 78-17 of 6 January 1978 as amended by the French Data Protection Act of 6 August 2004, *Insured Parties* have a right to access, modify, rectify or remove any personal data relating to them in any computer files for the use of the *Insurer*, its agents and the professional organisations concerned.

These rights may be exercised at the following address: IT and Data Protections Officer - SDGAC - 8/14 Avenue des Frères Lumière – 94368 Bry-sur-Marne Cedex.

The *Insurer* is prohibited from disclosing or transferring the aforementioned information directly or indirectly to unauthorised third parties and undertakes to take all necessary precautions to preserve the confidentiality, integrity, security and preservation of personal data during the duration of his relations with the *Insured Parties* and in particular to prevent them from being distorted, damaged or communicated to unauthorised persons, whether they be private or public, natural or legal persons.

The *Insurer* therefore undertakes to respect the following obligations and to have them respected by its staff and, if applicable, its subcontractors:

- to process any personal data under the strict and necessary framework of the services to be carried out according to the missions which are entrusted to it, during the duration of its relations with the *Insured Party*,
- not to make any copy of the personal data entrusted to it, nor any documents and information media relating thereto, other than in the strict context of the performance of its services and for the duration of the relationship with the *Insured Party*,

- not to use the personal data for purposes other than the performance of its services and for the duration of its relations with the *Insured Party*,
- take any measure necessary to prevent fraudulent or misappropriated use of computer files relating to the personal data.

The *Insurer* declares to be up to date with its declarative obligations regarding its processing of personal data and to comply with the applicable legal and regulatory provisions.

*Insured Parties* are informed that telephone conversations in connection with the management of *Claims* may be recorded for evidentiary purposes, as well as for service quality monitoring and staff training purposes. *Insured Parties* may express their consent or object to such recording by expressing their refusal to their contact person. These records will be kept for a maximum of six months.

### **SUPERVISORY AUTHORITY**

The *Insurer* is subject to review by the French Prudential Supervisory Authority (Autorité de Contrôle Prudentiel et de Résolution) located at 61 rue Taitbout 75436 Paris Cedex 09.

## WHAT TO DO IN THE EVENT OF A CLAIM

The *Insured Party* may report a *Claim*:

- by telephone, 24/7, by calling the number on the back of the *Card*.
- online at <https://ca-assuranceassistanceecarte.com>
- by post addressed to “Service Gestion Assurance Carte – TSA 80338 – 94368 Bry sur Marne Cedex” clearly providing a contact number in order to complete the statement.

### TIME LIMIT FOR REPORTING CLAIMS

Except where otherwise provided, the *Insured Party* is required to report truthfully and with exact details any *Claim* for which he may seek compensation under this policy within 20 (twenty) days of the *Occurrence*.

In the event of non-compliance with this obligation, the *Insurer* may reduce the amount of compensation paid in proportion to the harm he has been subjected to as a result of this failure up to the complete forfeit of the *Insured Party*'s rights.

This clause cannot be invoked against the *Insured Party* if it is found that the delay in reporting a *Claim* is due to unforeseeable circumstances or *Force majeure* making this impossible (Article L.113-2 of the French Insurance Code).

### LIMITATION PERIOD (Articles L.114-1, L.114-2 et L.114-3 of the French Insurance Code)

Article L.114-1 of the French Code of Insurance:

‘Any action arising from an insurance policy is time-barred two years after the event from which it arises.

However, this period runs:

1. In the event of termination, omission, false or inaccurate statements concerning the risk undertaken, only as of the day on which the *Insurer* becomes aware of this.
2. In the event of a *Claim*, only as of the day on which the interested parties were apprised of the claim event, if they can prove that they were previously unaware of it.

Where the *Insured Party*'s action against the *Insurer* originates in a *Third-party* claim, the limitation period runs only from the day on which the *Third party* brought legal action against the *Insured Party* or was compensated by him.

The limitation period is extended to ten years for life insurance policies where the *Beneficiary* is someone other than the policyholder and for policies insuring against accidents to persons where the *Beneficiaries* are the assigns of the deceased *Insured Party*. For life insurance policies, notwithstanding the provisions in 2., the *Beneficiary*'s actions must be brought within thirty years from the death of the *Insured Party*.’

The limitation period enables the *Insurer* to relieve himself of his benefit obligation. It is a dismissal (Article 122 of the French Code of Civil Procedure) of judicial proceedings and it may be raised at any stage in proceedings (Article 123 of the French Code of Civil Procedure).

The two-year limitation period includes in particular:

- Nullity actions or termination of the *Policy*;
- Payments for the *Claim* brought against the *Insurer* by the *Insured Party*;
- Actions arising from the breach of providing information by the *Insurer*;
- Actions brought by a life insurance underwriter against the *Insurer*, actions for damages in particular;
- Liability actions for the *Claim* brought against the *Insurer* by the *Insured Party*;

The expression ‘incident that gave rise to them’ mentioned by Article L.114-1 of the French Insurance Code refers to the regulation of a *Claim* from the date of *Occurrence* of this *Claim*.

Article L. 114-2 of the French Insurance Code:

‘The statute of limitations is interrupted by any ordinary cause of interruption and by the appointment of experts following a *Claim*. The limitation period may also be interrupted by the sending of a registered letter with acknowledgment of receipt by the *Insurer* to the *Insured Party* concerning action for payment of the premium or by the *Insured Party* to the *Insurer* concerning payment of compensation.’

The limitation period is interrupted by any ordinary cause of interruption (Articles 2240 to 2249 of the French Civil Code) such as:

- Debtor's acknowledgment of the claimant's right,
- Writ of summons, even in expedited procedure,
- Conclusions filed in proceedings,
- Enforcement,
- Order to pay,

- Seizure,

and the appointment of experts following a *Claim*. This interruption is only effective against the *Insurer* where the *Insurer* has been summoned or has taken part in expert assessments.

The limitation period may also be interrupted by the sending of a registered letter with acknowledgment of receipt by the *Insurer* to the *Insured Party* concerning action for payment of the premium or by the *Insured Party* to the *Insurer* concerning payment of compensation.

Sending a letter, even if the receipt of which is acknowledged by the *Insurer*, cannot act as an interruption as provided for by article L.114-2 of the French Insurance Code.

Article L.114-3 of the French Insurance Code:

‘As an exception to article 2254 of the Civil Code, the parties to the insurance contract cannot, even by joint agreement, modify the duration of the statute of limitations nor add to the causes of its suspension or interruption.’

## **BURDEN OF PROOF**

It is for the *Insured Party* to prove the reality of the *Claim*, bearing in mind that any claim not supported by sufficient evidence and information to prove the materiality of the facts may be rejected.

## **SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

For all benefits:

- the compensation claim form sent after a claim has been reported and completed by the *Insured Party*,
- the *Card* statement sent after a claim has been reported and completed by the bank branch of the *Insured Party*,
- a *Card* statement showing payment of services and/or insured assets,
- a bank account number with IBAN and BIC numbers,
- evidence of entitlement of the *Insured Party* or *Beneficiary*: identity documents, family record book, PACS (Civil Solidarity Pact) certificate, cohabitation certificate, utility bill, tax notice stating the fiscal dependence of ascendants and descendants, a copy of the disability card for dependent ascendants, certificate of inheritance, etc.

For each benefit:

To be aware of all supporting documents necessary to consider a request, the *Insured Party* must refer to the conditions for each document (SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM).

**As a general rule, expenses will be assumed only where supported by invoices.**

## **COMPENSATION FOR THE CLAIM**

Compensation will be paid, after receipt of all the supporting documents, within 15 (fifteen) days following agreement between the parties or an enforceable court judgment.

It is paid by bank transfer in euros, net of tax, into the *Insured Party's* bank account. If purchases are made in a foreign currency, account will be taken of the sum debited from the *Insured Party's* account in euros.

## **COMPLAINTS / MEDIATION**

If the *Insured Party* encounters difficulties with regard to the service provided under this *Policy* of the Card Insurance Management Service, he should first contact the Complaints Department intervening for the *Insurer* as representative:

SDGAC

Complaints Department

8/14 Avenue des Frères Lumière

94368 Bry-sur-Marne Cedex

In the event of disagreement over the response from the Complaints Department, the *Insured Party* may submit a complaint directly to the *Insurer*:

CAMCA - Complaints Department

53 rue La Boétie

CS40107

75380 Paris Cedex 08

As of the date of receipt of the *Insured Party's* complaint, the *Insurer* and/or its SDGAC representative undertakes:

- to send the *Insured Party* an acknowledgment of receipt within 10 (ten) working days,
- to respond to the complaint within 2 (two) months at most.

In the event that the *Insurer's* response does not satisfy the *Insured Party*, the *Insured Party* may then enter “The Insurance Mediation” scheme, a body independent from the Insurer, and this without prejudice to other legal action:

- either by email or on the following website: [www.mediation-assurance.org](http://www.mediation-assurance.org).
- or by postal mail addressed to:

Insurance Mediation TSA 50110 - 75441 PARIS CEDEX 09

The examination of the Insured's file will not commence until the complete file has been received. The mediator shall give an opinion within 3 (three) months after the receipt of the complete file, the *Insured Party* retains the right to appeal to a court of law.

### **SUBROGATION OR RECOURSE AGAINST PERSONS RESPONSIBLE FOR THE CLAIM**

As provided in Article L.121-12 of the French Insurance Code, the *Insurer* is subrogated for all benefits in all rights and actions of the *Insured Party* up to the amount of the sums it pays against any person responsible for the *Claim*.

### **EXPERT ASSESSMENT**

Damage is assessed by mutual agreement or, failing that, by expert opinion, without prejudice to the parties' respective rights. Each party, i.e. the *Cardholder* and the *Insurer*, chooses an expert. If the experts thus appointed do not agree, they appoint a third expert. The three experts operate by mutual agreement and by majority vote. If either party fails to appoint an expert, or if the two experts fail to agree on the choice of a third, the Tribunal de Grande Instance de Paris (Paris District Court) will make the appointment. Such appointment is made on an application by either party submitted at the earliest 15 days after the other party has been served notice by registered letter with acknowledgment of receipt. Each party shall pay its expert's fees and expenses and, where relevant, half the fees of the third expert and the costs of his appointment.

**In all events, for the ‘Permanent disability’ benefit, the Insurer will commission a medical examination in order to determine the level of Permanent Disability according to the disability table for work-related accidents as provided for by contract.**

### **CONCURRENT INSURANCE POLICIES**

In accordance with Article L.121-4 of the French Insurance Code, whoever is insured with several insurers under several policies for a same interest against a same risk must immediately inform each insurer of the other insurers. On doing so, the *Insured Party* must state the name of the insurer with which another policy has been taken out and the amount insured. Where several policies have been taken out without fraud, each of them is effective within the limits of the benefits provided and in compliance with the provisions of the French Insurance Code.

## DESCRIPTION OF BENEFITS

The benefits are solely applicable for the *Cardholder*, subject to the conditions set forth in this notice, the status of *Insured Party* for account being conferred automatically, without any other condition or measures on the part of the *Cardholder*.

Except where otherwise stated, the *Insured Party* is covered under the imperative condition that the insured service or insured item was paid, in total or in part, on the *Card* before the *Occurrence* of the *Claim*.  
To find out the goods or services concerned, the *Insured Party* should refer to the conditions for each benefit.

### PREAMBLE

All terms written in *italics* in this *Policy* are subject to definition in COMMON DEFINITIONS or SPECIFIC DEFINITIONS. **When the same term appears, the SPECIFIC DEFINITIONS prevail over the COMMON DEFINITIONS.**

### GEOGRAPHICAL SCOPE

**Except where otherwise provided, benefits apply WORLDWIDE.**

### COMMON DEFINITIONS

#### *Accident*

Any hard or bodily injury, unintentional on the part of the *Insured Party*, elicited by a sudden action of cause external to the victim and ascertained by a competent medical authority.

#### *Insured Party*

The following may be considered as *Insured Parties*:

- the *Cardholder*,
- his *Partner*,
- their children and grandchildren, including those by marriage, under 25 years of age when they are fiscally dependent on at least one of their parents,
- their ascendants and descendants regardless of age when they are holders of the disability card provided for in Article L.241-3 of the French Family and Social Action Code:
  - if they are fiscally dependent on the *Cardholder* or his *Partner*
  - or
  - they receive maintenance from the *Cardholder* and/or his *Partner* that entitles them to a deduction from their income tax notice.

**These persons must have the status of an *Insured Party* on the day of *Occurrence* of the *Claim*.**

*Insured Parties* are covered whether they travel alone or together.

#### *Insurer*

CAMCA.

#### *Card*

The “Gold MasterCard” card issued by the *Issuer* to which the benefits are attached.

If goods or services are paid for with another card issued by the *Issuer*, the *Insured Parties* may claim the more favorable benefits attached to the highest card in the range, though they may not combine the benefits. This rule does not apply between cards issued for non-business use and cards issued for business use.

#### *Partner*

The *Partner* is:

- the *Cardholder*'s non-separated and non-divorced spouse, or
- the person with whom the *Cardholder* has concluded a currently valid Pacte Civil de Solidarité (Civil Solidarity Pact, PACS).
- the person who cohabits with the *Cardholder*.

Proof of *Partner* status will be provided:

- in the case of marriage, with a family record book,

- in the case of a Civil Solidarity Pact (PACS), with the PACS certificate,
- proof of cohabitation is provided by a cohabitation certificate drawn up prior to the date of the *Claim* or, failing that, by tax notices bearing the same address or utility bills in both names dating from before the *Occurrence* of the *Claim*.

#### *Policy*

Insurance Policy no. 10 004 829.

#### *Domicile*

The *Insured Party's* primary place of residence.

#### *Issuer*

The bank which issues the *Card*.

#### *Force Majeure*

Any unforeseeable and irresistible event occurring without human agency such as to render performance of the *Policy* absolutely impossible, as customarily recognised by the case law of the French courts, is deemed to have been caused by force majeure.

#### *Deductible*

The part of the *Claim* for which the *Insured Party* is responsible set forth in this *Policy* in the event of compensation following a *Claim*. The *Deductible* may be expressed in figures, percentages, days, hours or kilometers.

#### *Claim*

The occurrence of an event provided for in the *Policy* to which this guide applies.

#### *Occurrence of the Claim*

The date on which the insured event occurs, namely the event that is the proximate cause of the damage.

#### *Third Parties*

Any person other than:

- the *Cardholder* and his *Partner*,
- their ascendants and descendants,
- their employees, whether paid by the *Insured Party* or not, in the performance of their duties.

#### *Cardholder*

The individual whose surname and forename appear on the front of the *Card*.

#### *Transport*

The means by which the *Insured Party* undertakes *Travel*: by air, rail, road, sea or waterway.

#### *Public Transport*

Any means of collective passenger *Transport* that has been authorised for the public carriage of travellers and for which a *Transport* licence has been issued.

#### *Journey To or From a Point of Arrival*

The most direct route to take between the *Insured Party's Place of Residence* and usual place of work and his point of departure for *Travel* (airport, train station, port). (Inbound *Travel*).

#### *Journey To or From a Point of Departure*

The most direct route to take between the *Insured Party's Place of Residence* and usual place of work and his point of departure for *Travel* (airport, train station, port). (Outbound *Travel*)

#### *Rented Vehicle*

Any registered four-wheeled land vehicle under a rental agreement with a company specialising in vehicle hire.

#### *Theft*

Fraud committed by breaking and entering, assault or subterfuge.

#### *Travel*

Any journey made for private or business purposes of **more than 100 (one hundred) km (Deductible of 100 (one hundred) km)** from the *Insured Party's* domicile or habitual place of work. *Travel* begins when the *Insured Party* leaves his residence or usual place of work and ends when the *Insured Party* returns to one of these locations.

**Regardless of the duration of *Travel*, the *Insured Party* may only benefit from cover during the first 90 (ninety) days of**

**Travel.****COMMON EXCLUSIONS**

Except where otherwise explicitly provided below, the following are excluded:

- civil or foreign war, a generally acknowledged state of political instability or popular movements, riots, terrorist acts, reprisals, restrictions on the free movement of people and goods, strikes if the *Insured Party* takes an active part in them, disintegration of atomic nuclei or any ionising radiation and any other case of *Force Majeure*,
- intentional or malicious acts by the *Insured Party* or his *Partner*, ascendants or descendants,
- suicide or attempted suicide by the *Insured Party*,
- accidents caused by the *Insured Party's* use of drugs, narcotics or tranquilisers not under medical prescription,
- *Accidents* as a result of driving under the influence of alcohol, determined by the presence in the blood of a pure alcohol level equal to or higher than the level set by the prevailing drink-driving laws in France at the time of the *Accident*,
- the consequences of incidents that occur while practising an air or high-risk sport, including in particular hang-gliding, polo, skeleton, bobsleigh, ice hockey, scuba diving, caving and potholing, bungee jumping and any sport requiring the use of a motor,
- participation in competitions requiring a licence,
- involvement in gambling, fighting or brawling,
- the absence of risk, that is the *Occurrence* or absence of uncertainty of *Occurrence* of a *Claim* prior to coverage taking effect.

**TRAVEL**

Except in the specific case of the 'Death/Permanent Disability' benefit, the *Insured Party* is covered by the 'Travel' benefit during travel under the imperative condition that the *Transport* or accommodation was paid or reserved on the *Card* before the *Occurrence* of the *Claim*.

**1. Cancellation / Modification / Curtailment of Travel****SPECIFIC DEFINITIONS***Health Accident*

Any sudden and unforeseeable bodily injury or alteration to health ascertained by a medical authority prior to the *Cancellation*, *Modification* or *Discontinuation* which requires medical supervision and formally precludes any trip and/or any travel by his own means.

*Cancellation*

Outright cancellation of one or more of the *Insured Parties'* participation in the *Travel*. **Cancellation must occur before departure at the latest.**

*Co-Traveller*

Any person travelling with the *Cardholder* whose identity is specified in the registration document.

*Discontinuation*

Permanent curtailment of one or more of the *Insured Parties'* participation in the *Travel*. **Curtailment must occur after departure and before initially planned date of return and is realised by the early return of one or more of the *Insured Parties*.**

*Modification*

Modification of the arrangements of participation in the *Travel* (dates, services, etc.) of one or more of the *Insured Parties*. **Modification may occur before or after departure and at the latest before return.**

*Serious Material Damage*

Any material damage serious enough to absolutely require the *Insured Party's* presence to take the necessary protective measures and/or where such presence is required by the police authorities.

*Insured Services*

*Transport*, accommodation, leisure activities and administrative and visa costs. **The insurance premium paid to the service provider is not covered.**

*Close Relatives*

- Ascendants and descendants (maximum to the second degree),
- Brothers, sisters, including by marriage, brothers- or sisters-in-law, sons- or daughters-in-law, parents-in-law of the *Cardholder* or his *Partner*.

**SCOPE OF COVER**

In the event of *Occurrence* of a covered event as set forth below causing the *Insured Party* to cancel, modify or curtail his *Travel*, the *Insurer* will cover the portion of **unused and outstanding Services covered by the insurance.**

The surcharge on *Transport* in the event of *Modification* (Inward/Return*Transport*) or *Curtailment* (Return*Transport*) will also be assumed.

**Important:**

Except in the event of unforeseeable circumstances or *Force Majeure*, the *Insured Party* must take the necessary steps to cancel or modify his *Travel* with the service provider **at the latest 72 (seventy-two) hours after the Occurrence of the Claim**. If the *Insured Party* does not comply with this 72-hour (seventy-two hour) deadline, the reimbursement payable will be limited to the amount of the costs he would have had to bear at the date of *Occurrence of the Claim* in accordance with the *Cancellation or Modification* scale set forth in the service provider's general conditions of sale.

**Recourse to assistance:**

Except in the event of unforeseeable circumstances or *Force Majeure*, should death or a *Health Accident* occur during *Travel*, before taking any personal steps, the *Insured Party* is invited to contact or have others contact the medical assistance service by calling the number of the back of his *Card* in order to profit from the organisation and assumption of the *Claim* (cf. Assistance information guide).

If repatriation is organised and assumed by a medical assistance service, unused *Transport* return tickets will not be reimbursed under this benefit in accordance with the rule on non-aggregation of benefits (cf. Reporting a *Claim* - CONCURRENT INSURANCE POLICIES)

**COVERED EVENTS**

The following events are only covered by the insurance when they are the exclusive cause of *cancellation, modification or curtailment of Travel*:

- A *Health Accident* to the *Cardholder, Partner, Close Relative, Co-Traveller* or associate or any other person who has to temporarily replace the *Insured Party* in the exercise of his professional activity;
- The death of the *Cardholder* or *Partner*, a *Close Relative*, the *Cardholder's* or *Partner's* nephews, nieces, uncles or aunts, a *Co-Traveller* or *Co-Travellers*, an associate or any other person who has to temporarily replace the *Insured Party* in the exercise of his professional activity;
- *Serious Material Damage* affecting the *Insured Party's* property or business assets where he is a farmer, retailer, a member of the professions or manages a business;
- Redundancy of the *Insured Party* provided that the procedure had not been initiated before the *Travel*;
- The offer of an internship or job, provided that the internship or job begins before and continues during the *Travel* or begins during the *Travel*. ***Insured Parties in employment before obtaining the internship or job are not covered***;
- The cancellation or modification by the *Insured Party's* employer of his holiday dates where the employer had accepted the holiday request in writing before purchase of the *Travel*. **In such case, compensation will be reduced by a *Deductible* corresponding to 20 (twenty) % of the total amount of the costs borne by the *Insured Party* in respect of the *Cancellation, Modification or Interruption of the Travel***;

This event is not covered where *Insured Parties* are able to submit, modify or cancel holiday dates without needing a line manager's approval (e.g. senior executives, officers and legal representatives of the company).

- Professional transfer, business trip or expatriation of the *Insured Party* imposed by the employer, where the *Insured Party* has been informed of the decision at the latest two months before the *Travel* return date.

**DATE OF OCCURRENCE OF THE CLAIM**

COVERED EVENTS	OCCURRENCE
<i>Health Accident</i>	Date on which the <i>Travel</i> is formally declared by a competent authority as incompatible with the state of health
Death	Date of death
<i>Serious Material Damage</i>	Date of <i>Occurrence</i> of damage
Redundancy	Date of call to the pre-redundancy interview
Offer of an internship or job	Date of the letter of engagement
Cancellation / modification of leave	Date on which the employer gives notice of the cancellation or modification of leave
Transfer	Date on which the employer gives notice of the transfer

**DURATION OF COVER**

Cover begins as soon as a payment is made with the *Card* and is applicable **during the first 90 (ninety) days of Travel**. **Claims occurring prior to or after this point are not covered.**

### **INSURER'S MAXIMUM PAYOUT**

The maximum amount of compensation will not exceed **€5000 per Insured Party**.

### **SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- *The Cancellation, Modification or Curtailment* due to non-presentation, for any reason other than those set forth in this information guide, of essential *Travel* documents (identity card, passport, visas, tickets, vaccination certificate, driving licence),
- *cancellation, modification or curtailment of Travel* attributable to the service provider for whatever reason,
- psychological disorders, reactional or not, including panic attacks and depression, except where they have entailed hospitalisation for at least three days,
- failure to obtain a vaccination,
- any treatment, operation or health cure to which the *Insured Party* submits voluntarily,
- pregnancy, except for an unforeseeable complication ascertained by an approved medical authority and, in all events, as of the first day of the seventh month of pregnancy,
- aviation taxes for which the travel provider is obligated to reimburse according to current French legislation and the fees retained by the travel provider in the recovery of these taxes.

### **SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- in the event of *Cancellation*:
  - the service provider's general terms of sale stating the cancellation scale,
  - a certificate of reimbursement or non-reimbursement of airport taxes,
  - the paid invoice for cancellation costs,
- In the event of *Modification* :
  - certificate/invoice from the carrier showing the surcharge related to the modification of (Inward/Return) *Transport*,
  - a certificate or invoice from the travel agent stating unused services,
- in the event of *Interruption*:
  - a certificate or invoice from the travel agent stating unused services,
  - certificate/invoice from the carrier showing the surcharge related to the modification of (Return) *Transport* ,
  - in the event of repatriation by an insurer: certificate of repatriation from the company,
- under the insured event:
  - a copy of the death certificate,
  - the medical questionnaire completed in full by the *Insured Party*,
  - the medical form proving the materiality of the *Health Accident* (**the decision on compensation is subject to the medical opinion of a medical adviser, who reserves the option of requesting all additional medical documents and/or carrying out any medical checks he may deem necessary**),
  - proof of replacement for professional purposes by an associate or colleague (certificate from the employer, etc.),
  - certificate of confirmation of leave made prior to the purchase of *Travel* and certificate of the cancellation or modification of leave by the employer,
  - evidence showing that the *Insured Party* was inactive prior to obtaining internship or employment (employment certificate, student card, etc.) and a copy of the employment contract or internship agreement,
  - copy of employment contract and the letter calling you to a pre-redundancy interview,
  - certificate from your employer stating the notification date and effective date of the transfer, assignment or expatriation,
  - certificate from the authorities or emergency services stating the date and circumstances of the *Serious Material Damage*.

## 2. Public transport delays

### SCOPE OF COVER

If one of the insured events expressly mentioned below occurs during *Travel* and has an effect on the means of *Public Transport* being used by the *Insured Party*, the *Insured Party* will be compensated **only for the following initially unforeseen expenses:**

- meal and refreshment expenses,
- accommodation expenses,
- *Transport* expenses.

### COVERED EVENTS

The following events are covered by the insurance:

- a delay of more than one hour (**Deductible of 1 (one) hour**) during a *Journey To or From a Point of Departure*.
- a delay of more than two hours (**Deductible of 2 (two) hours**),
- cancellation by the carrier,
- refusal of admittance on board on account of overbooking,
- a missed connection following on of the abovementioned insured events, **without a Deductible of 100 (one hundred) km**, occurring while travelling.

### DURATION OF COVER

Cover begins when *Travel* begins and ends when this ends **up to the first 90 (ninety) days of travel, after which Claims are not covered.**

### INSURER'S MAXIMUM PAYOUT

The maximum amount of compensation will not exceed **€450 per Claim**.

### SPECIFIC EXCLUSIONS

Beyond the common exclusions (refer to COMMON EXCLUSIONS), also excluded is the temporary or permanent withdrawal of a means of *Public Transport* which will have been ordered by the local authorities and which will have been announced prior to departure.

### SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- a certificate of delay from the carrier,
- invoices for expenses incurred.

### 3. Delay, Loss, Theft of or Damage to Luggage

#### SPECIFIC DEFINITIONS

##### *Luggage*

Suitcases, trunks, travel bags and their contents consisting of clothing, effects, personal items and Valuables carried or acquired during Travel, **except for clothing items worn by the Insured Party.**

##### *Valuables*

Any asset **with a value equal to or in excess of €250.**

##### *Reimbursement value*

*Reimbursement value* is the purchase cost of *Luggage* after *Disrepair* has been deducted.

##### *Disrepair*

Loss of value due to use. There is no disrepair deduction in the first year following the date of purchase. **There will be a deduction of 25 (twenty-five) % in the second year following the date of purchase and 10 (ten) % per year in the following years.**

#### SCOPE OF COVER

If the *Insured Party's Luggage*, duly checked and under the responsibility of a carrier with which he or she is travelling under the insurance, is not returned to him or her within four hours (**Deductible of 4 (four) hours**) of arrival at his or her destination, the *Insured Party* will be compensated for **expenses incurred in obtaining emergency clothing and toiletries, all other expenses are excluded.**

The *Insured Party* must provide proof of the urgent nature of the expenses incurred, given that purchases made on the outbound journey and in all events when the *Insured Party* was awaiting a connection are systematically deemed to be urgent.

**Expenses incurred after arrival at the *Insured Party's Residence* are not covered.**

If the *Luggage* of the *Insured Party* is lost, stolen, totally or partially destroyed, the *Insured Party* will be compensated for the *Value of Reimbursement*.

#### TERMS OF COVER

For a *Claim* to be valid, except in the event of accidental occurrence or *Force Majeure*, the *Insured Party* must immediately inform the carrier's competent authorities of the loss of or damage to *Luggage* and absolutely must obtain a receipt for the delay, loss, damage or *Theft* reported.

#### DURATION OF COVER

Cover begins when *Travel* begins and ends when this ends **up to the first 90 (ninety) days of travel, after which *Claims* are not covered.**

#### INSURER'S MAXIMUM PAYOUT

The maximum amount of compensation will not exceed:

- in the event of a delay: **€450 per *Claim*,**
- in the event of loss/*Theft*/damage: **€850** per item of *Luggage* (including **€300** per *Valuable*) after application of a **€50 Deductible** to the total amount of the damage.

**Any compensation due in respect of delayed *Luggage* will be deducted from the total amount reimbursed in respect of loss, theft or damage of *Luggage*.**

**SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- confiscation or requisition by customs or any government authority,
- items purchased after the carrier has returned the *Luggage* or purchased more than four days after the time of arrival at the destination airport or station, even if the *Luggage* has still not been returned to the *Insured Party*,
- loss or damage:
  - caused by normal wear and tear, depreciation or an inherent defect,
  - caused by mites or vermin, a cleaning process or climatic conditions,
  - due to the poor condition of the *Luggage* used to carry personal effects,
- loss, theft of or damage to the following:
  - prostheses and orthoses of any kind, glasses and contact lenses,
  - cash, securities, travellers' cheques, payment and/or credit cards, keys, personal papers, identity papers, documents of any sort and samples,
  - plane tickets, *Transport* tickets and vouchers, petrol coupons,
  - unlawful and/or counterfeit products,
  - objects made of glass, crystal, china or similar materials, objects sensitive to changes in temperature, perishable foodstuffs and products and animals prohibited by the carrier.

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- the check-in ticket for *Luggage*,
- claim for delay, loss, *Theft* or damage caused by the carrier,
- carrier certificate confirming the delay (including length of delay), loss, *Theft* or damage,
- in the event of delayed *Luggage*:
  - the invoices corresponding to expenses incurred following the delay,
  - proof of the urgent nature,
- in the event of loss, theft of or damage to *Luggage*:
  - inventory of lost/stolen/damaged *Luggage*,
  - inventory of lost/stolen/damaged *Luggage*,

## **4. Civil liability abroad**

### **GEOGRAPHICAL SCOPE**

Cover shall **only** be acquired when abroad, that means **outside of metropolitan France, the principalities of Andorra and Monaco and overseas territorial collectives.**

### **SPECIFIC DEFINITIONS**

#### *Personal Injury*

Any bodily injury suffered by an individual as a result of an unforeseen event external to the victim.

#### *Material Damage*

Any deterioration of a thing or substance or any bodily injury to animals resulting from an unforeseen event external to the damaged thing.

#### *Consequential Loss*

Any pecuniary damage resulting from deprivation of enjoyment of a right, interruption of a service rendered by a person or by a movable or immovable good or loss of a benefit that is the direct consequence of *Personal Injury* or *Material Damage* covered by the insurance.

#### *Non-Consequential Loss*

Any pecuniary damage that does not take the form of physical damage or injury to a good or person but that is the consequence of *Personal Injury* or *Material Damage* covered by the insurance.

#### *Pure Consequential Loss*

Any pecuniary damage that does not take the form of physical damage or injury to a good or person and that is not the consequence of *Personal Injury* or *Material Damage* covered by the insurance.

#### *Proximate Cause*

Event causing the damage suffered by the *Third party* victim for which a judicial or out-of-court settlement is sought.

### **SCOPE OF COVER**

The insurance covers the pecuniary consequences of civil liability that the *Insured Party* may incur on account of *Personal Injury*, *Material Damage* or *Consequential Loss* caused to *Third Parties* during *Travel* abroad and within the privacy of his personal life.

Damages for which the *Insured Party* incurs liability in the pursuit of his profession or his business or trading activities are not covered.

**All claims arising out of the same *Proximate Cause* constitute a single *Claim*.**

### **DURATION OF COVER**

Cover begins when *Travel* begins and ends when this ends **up to the first 90 (ninety) days of travel, after which *Claims* are not covered.**

### **INSURER'S MAXIMUM PAYOUT**

The maximum amount of compensation will not exceed **€2,000,000 per *Claim* for all damage covered by the insurance.**

**SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- damage resulting from earthquakes, volcanic eruptions, tidal waves or other natural disasters,
- *Pure Consequential Loss*,
- *Non-Consequential Loss*,
- any damage caused by motor vehicles, caravans, motorised devices, sailing or motor boats, aircraft or animals which are owned, used or kept by the *Insured Party* or by persons for whom he is liable,
- any damage caused to items belonging to the *Insured Party* or given into his safekeeping or care at the time of the *Claim*,
- fines, including those treated as civil reparation and the associated costs,
- damage caused by buildings or parts of buildings of which the *Insured Party* is the owner, tenant or occupant.

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- all evidence such as to prove the materiality of the *Accident* or *Proximate Cause*,
- a witness statement or statements,
- reporting a claim to the other insurer and a copy of confirmation of receipt,
- the letter or letters from the *Third Party* or his insurer invoking liability,
- the summons, where applicable.

## 5. Death/Permanent Disability

### SPECIFIC DEFINITIONS

#### *Accident on a Journey To or From a Point of Departure or Arrival*

Any *Accident* of which the *Insured Party* is a victim during a *Journey To or From a Point of Departure or Arrival*:

- as a passenger on *Public Transport*, the ticket for which has been paid for with the *Card*,
- as a passenger or driver of a *Rented Vehicle*, the rental of which has been paid for with the *Card*,
- as a passenger or driver of a private vehicle.

#### *Commuting accident*

Any *Accident* of which the *Insured Party* is a victim during a journey, **without any distance-related Deductible**, as a passenger on *Public Transport*, the ticket for which has been paid for with the *Card*.

#### *Travel Accident*

Any *Accident* of which the *Insured Party* is a victim during *Travel*:

- as a passenger on *Public Transport*, the ticket for which has been paid for with the *Card*,
- as a passenger or driver of a *Rented Vehicle*, the rental of which has been paid for with the *Card*.

#### *Beneficiary*

In the event of *Death*, and unless otherwise stipulated to the *Insurer* by the *Insured Party* in a written and signed document, the beneficiary is the *Insured Party's* surviving non-separated or non-divorced spouse, or failing that the *Insured Party's* born or unborn children in equal shares, or failing that the assigns of the *Insured Party*.

In all other events to which the cover applies, the *Beneficiary* is the *Insured Party*.

#### *Consolidation*

Date as of which the condition of the injured person or patient is considered stable from a medical standpoint.

#### *Death*

Medical ascertainment of *Death* or *Disappearance*.

#### *Disappearance*

When the body of the *Insured Party* is not found in the year following the date of disappearance or destruction of the mode of *Transport* on which he was travelling at the time the *Accident* occurred, the *Insured Party* is presumed dead following this *Accident*.

#### *Family*

All *Insured Parties*.

#### *Permanent Disability*

Reduction of the physical or mental potential of a person whose condition is consolidated.

#### *Illness*

Sudden and unpredictable deterioration of the *Insured's* health as determined by a competent medical authority.

### SCOPE OF COVER

The *Policy* seeks to cover the *Death* and *Permanent Disability* of the *Insured Party* following the *Occurrence* of one of the following insured events only:

- *Travel Accident*
- *Accident on a Journey To or From a Point of Departure or Arrival*,
- *Commuting accident*.

The cover also extends to *Death* or *Permanent Disability* arising from the *Insured Party's* involuntary exposure to the natural elements as a result of an *Accident*.

**THE AMOUNT OF COVER VARIES ACCORDING TO THE INSURED EVENT AND MODE OF TRANSPORT :****1) TRAVEL ACCIDENT**

On board *Public Transport*:

- ◆ In the event of *death* occurring immediately or within 100 (one hundred) days of the date of the *Accident*, the *Insurer* will pay the *Beneficiary* a capital sum of **€310,000**.
- ◆ In the event of *Permanent Disability* occurring within 2 (two) years of the date of the *Accident*, the *Insurer* will pay the *Insured Party* a **variable** capital sum of up to **€310,000 according to the compensation table for work-related accidents**.

On board a *Rented vehicle*:

- ◆ In the event of *death* occurring immediately or within 100 (one hundred) days of the date of the *Accident*, the *Insurer* will pay the *Beneficiary* a capital sum of **€46,000**.
- ◆ In the event of *Permanent Disability* occurring within 2 (two) years of the date of the *Accident*, the *Insurer* will pay the *Insured Party* a **variable** capital sum of up to **€46,000 according to the compensation table for work-related accidents**.

**2) ACCIDENT ON A JOURNEY TO OR FROM A POINT OF DEPARTURE OR ARRIVAL**

On board *Public Transport*:

- ◆ In the event of *death* occurring immediately or within 100 (one hundred) days of the date of the *Accident*, the *Insurer* will pay the *Beneficiary* a capital sum of **€310,000**.
- ◆ In the event of *Permanent Disability* occurring within 2 (two) years of the date of the *Accident*, the *Insurer* will pay the *Insured Party* a **variable** capital sum of up to **€310,000 according to the compensation table for work-related accidents**.

On board a *Rented Vehicle* or private vehicle:

- ◆ In the event of *death* occurring immediately or within 100 (one hundred) days of the date of the *Accident*, the *Insurer* will pay the *Beneficiary* a capital sum of **€46,000**.
- ◆ In the event of *Permanent Disability* occurring within 2 (two) years of the date of the *Accident*, the *Insurer* will pay the *Insured Party* a **variable** capital sum of up to **€46,000 according to the compensation table for work-related accidents**.

**3) COMMUTING ACCIDENT**

- ◆ In the event of *death* occurring immediately or within 100 (one hundred) days of the date of the *Accident*, the *Insurer* will pay the *Beneficiary* a capital sum of **€46,000**.
- ◆ In the event of *Permanent Disability* occurring within 2 (two) years of the date of the *Accident*, the *Insurer* will pay the *Insured Party* a **variable** capital sum of up to **€46,000 according to the compensation table for work-related accidents**.

If *death* occurs before final *Consolidation* of the *Permanent Disability*, the capital sum provided for in the event of *death* will be paid minus any sums that may have been paid in respect of the *Permanent Disability*. Two benefits cannot be combined when implemented for the same *Claim*.

**DURATION OF COVER**

Cover begins when *Travel* begins and ends when this ends **up to the first 90 (ninety) days of travel, after which Claims are not covered**.

**INSURER'S MAXIMUM PAYOUT**

In all cases, regardless of the number of *Insured Parties* involved in the accident, the maximum amount of compensation will not exceed **per Claim per Family**:

- for a *Travel Accident*: **€310,000**
- for an *Accident on a Journey To or From a Point of Departure or Arrival*: **€310,000**
- for a *Commuting accident*: **€46,000**

**If there is more than one *Insured Party*, the compensation amount will be divided equally between the number of *Insured Parties* suffering an *Accident*.**

**SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- *Travel* on board aircraft rented by the *Insured Parties* for private or professional use,
- bodily injury resulting from participation in reserve training or military operations or while on national service,
- bodily injury resulting from lesions caused directly or indirectly, partly or entirely by:
  - any form of *Illness*,
  - bacterial infections except for pyogenic infections resulting from an accidental cut or wound,
  - medical treatment or surgical operations unless they are the result of an *Accident*.

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

In all events:

- any document or documents likely to prove the materiality of the *Accident*,

In the event of *Death*:

- a copy of the death certificate,
- the medical certificate establishing the causal link between the *Accident* and the *Death*, to be completed and signed by the practitioner who ascertained *Death*. If the causal link cannot be established from the certificate, the *Beneficiaries* must provide all supporting evidence from which such a causal link may be established (police report, press cuttings, etc.),
- a copy of the police report indicating the number of the report and the contact details of the police or gendarmerie station where it was drawn up,
- the contact details of the notary responsible for settling the estate.

In the event of *Permanent Disability*:

- a medical certificate enabling the *Insurer* to assess the validity of the claim for compensation, in particular establishing a causal link between the *Accident* and the state of *Permanent Disability*. If the causal link cannot be established from the certificate, the *Beneficiaries* must provide all supporting evidence from which such a causal link may be established (police report, press cuttings, etc.),
- the medical certificate of *Consolidation* of the *Insured Party's* state of health,
- notification of the level of *Permanent Disability* from the social security scheme: **in all events, the *Insurer* will commission a medical examination in order to determine the level of *Permanent Disability* according to the disability table for work-related accidents as provided for by the contract.**

## WINTER SPORTS

Except in the specific case of the '*Transport expenses*' benefit, the *Insured Party* is covered by the 'Winter Sports' benefit during *Travel* in mountainous regions, without applying a *Deductible* of 100 (one hundred) km, under the imperative condition that at least one of the following services was paid or reserved on the *Card* before the *Occurrence* of the *Claim*.

- *Transport*
- accommodation,
- ski passes,
- skiing lessons,
- rental of *Winter Sports Equipment*.

### DURATION OF COVER

Cover begins when *Travel* begins and ends when this ends **up to the first 90 days of travel, after which *Claims* are not covered.**

### **1 In the event of an Accident:**

#### TERMS OF COVER

Benefits in the event of an *Accident* only cover the *Insured Party* where the *Accident* occurs from the practice of a sporting activity during *Travel* in mountainous regions.

Where the *Accident* occurs from skiing, regardless of type, the *Insurer* will only cover the *Insured Party* if this was practiced at a ski resort, either on a marked ski slope or off-piste, and accompanied by a supervisor or qualified guide.

The proof of materiality is the responsibility of the *Insured party* and the *Accident* must be certified by a medical authority within 48 hours after the *Occurrence of the Claim Event*.

Illness and the consequences of *Illness* are not covered unless they are the result of an *Accident*.

#### *1.1 Medical expenses*

#### SPECIFIC DEFINITIONS

##### *Medical expenses*

Medical, pharmaceutical or *Hospitalisation* expenses incurred by the *Insured Party* after receiving a medical prescription following an *Accident* **meeting the abovementioned terms of cover**, and the direct consequences thereof.

##### *Hospitalisation*

Any unforeseen and unplanned stay in a health facility.

##### *Illness*

Sudden and unpredictable deterioration of the *Insured's* health as determined by a competent medical authority.

#### SCOPE OF COVER

The purpose of this cover is to reimburse *Medical expenses*.

**Compensation under the insurance will be paid exclusively in addition to any compensation to which the *Insured Party* may be entitled for the same damage from Social Security or any other collective providence scheme, including mutual organisations or an insurance company. The total amount received by the *Insured Party* may not exceed the real costs incurred.**

#### INSURER'S MAXIMUM PAYOUT

The maximum amount of compensation will not exceed **€2300 per *Insured Party* for any damage more than €30 per *Claim*.**

**SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- all *medical expenses* which are not the direct result of an *Accident*,
- psychiatric treatment, stays in nursing homes or rehabilitation, physical therapy or detoxification centres.

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- The medical certificate stating the materiality of the *Accident* and the period of inability to practice a sporting activity,
- invoices for *Medical expenses*,
- prescriptions,
- statements of reimbursement of medical expenses by Social Security,
- statements of reimbursement of medical expenses by a supplementary health insurance scheme.

**1.2 Ski passes and skiing lessons****SPECIFIC DEFINITIONS***Ski passes and skiing lessons*

The portion of **unused** ski passes and skiing lessons following an *Accident* **meeting the abovementioned terms of cover** rendering it impossible, medically ascertained, for the *Insured Person* to ski.

**SCOPE OF COVER**

The purpose of this cover is to reimburse the *Insured Party* for ski passes and skiing lessons.

Where the *Insured Party* is under 14 years of age, the cover extends to the ski pass of a parent whose presence is absolutely essential.

**INSURER'S MAXIMUM PAYOUT**

The maximum amount of compensation will not exceed **€850 per Insured Party and per Accident**.

With the exception of season passes, compensation will be calculated according to the number of days remaining, calculated from the day after the day on which the event occurs.

For a season pass, compensation will be payable in the event of an *Accident* entailing total temporary incapacity to ski or if the *Insured Party* dies as a result of the *Accident*. The amount of compensation will be prorated to the duration of the medically ascertained impossibility of skiing.

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- a medical certificate stating the period of inability to ski,
- ski passes stating the beneficiary's name and the start and end dates of the pass,
- the invoice for skiing lessons stating the beneficiary's name and the start and end dates of the lessons.

**1.3 Search and rescue expenses****SPECIFIC DEFINITIONS**

*Search and rescue expenses*

Expenses incurred by the *Insured Party* following operations carried out by rescuers or professional rescue organisations mandated by local official authorities. Professional rescue workers moving only to seek the *Insured person* in a place devoid of all emergency resources other than those that can be brought by them.

**SCOPE OF COVER**

After an *Accident*, the *Insurer* undertakes to pay *research-related expenses*.

**INSURER'S MAXIMUM PAYOUT**

The *Insurer* will compensate the *Insured Party* **the amount of the real costs incurred**.

**Compensation may be directly paid to the rescue organisations involved with the search. In this event, the *Insured Party* shall not receive any compensation from the *Insurer*.**

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured Party* must produce the invoices for search and rescue organisations.

**1.4 Transport expenses****SPECIFIC DEFINITIONS***Transport expenses*

Costs incurred by the *Insured Party* following the transfer organised by the medical authorities or rescue workers between the place of the *Accident* and the medical center or possibly the nearest hospital.

**SCOPE OF COVER**

The *Insurer* guarantees to reimburse the *Insured Party* for transport costs following an *Accident*.

**INSURER'S MAXIMUM PAYOUT**

The *Insurer* will compensate the *Insured Party* the amount of the real costs incurred. Compensation may be directly paid to the transport organisations. In this event, the *Insured Party* shall not receive any compensation from the *Insurer*.

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured Party* must produce the invoices for the organisations having made the transfer.

**1.5 Civil liability/ legal expenses cover****SPECIFIC DEFINITIONS***Personal Injury*

Any bodily injury suffered by an individual as a result of an unforeseen event external to the victim.

*Material Damage*

Any deterioration of a thing or substance or any bodily injury to animals resulting from an unforeseen event external to the damaged thing.

*Consequential Loss*

Any pecuniary damage resulting from deprivation of enjoyment of a right, interruption of a service rendered by a person or by a movable or immovable good or loss of a benefit that is the direct consequence of *Personal Injury* or *Material Damage* covered by the insurance.

*Non-Consequential Loss*

Any pecuniary damage that does not take the form of physical damage or injury to a good or person but that is the consequence of

*Personal Injury or Material Damage* not covered by the insurance.

#### *Pure Consequential Loss*

Any pecuniary damage that does not take the form of physical damage or injury to a good or person and that is not the consequence of *Personal Injury or Material Damage*.

#### *Proximate Cause*

Event causing the damage suffered by the *Third party* victim for which a judicial or out-of-court settlement is sought.

## **CIVIL LIABILITY**

### **SCOPE OF COVER**

The insurance covers the pecuniary consequences of civil liability that the *Insured Party* may incur on account of *Personal Injury* or *Material Damage* caused to *Third Parties* as a result of an *Accident*.

### **INSURER'S MAXIMUM PAYOUT**

If the *Insured Party* is responsible for *Personal Injury* or *Material Damage*, compensation will not exceed **€1,000,000** per calendar year. **For *Material Damage*, only Claims for more than €150 will be compensated.**

For the same *Claim*, compensation paid under this cover may not under any circumstance be combined with compensation under the 'Civil Liability Abroad' cover.

### **SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- any *Consequential Loss* from *Material Damage* or *Personal Injury* covered by the insurance,
- any damage caused by:
  - motor vehicles, caravans, motorised devices, sailing or motor boats, any type of motorised aircraft,
  - animals which are owned, used or kept by the *Insured Party* or persons for whom he is liable,
- any damage caused to items belonging or entrusted to the *Insured Party* at the time of the event,
- fines,
- damage caused by buildings or parts of buildings of which the *Insured Party* is the owner, tenant or occupant,
- damages for which the *Insured Party* incurs liability in the pursuit of his profession or his business or trading activities are not covered.

## **LEGAL EXPENSES COVER**

### **SCOPE OF COVER**

#### **'Civil liability' cover:**

Where the *Insured Party* incurs civil liability under the insurance, the *Insurer* undertakes to assume the *Insured Party's* defence before the courts concerned.

Where the *Insured Party* considers a conflict of interest to exist with the *Insurer* in respect of the civil liability cover, he may freely choose an attorney to defend him. The *Insurer* will assume legal fees and costs within the limits stated in the *Policy*.

#### **'Criminal liability' cover:**

The *Insurer* undertakes to assume the *Insured Party's* defence before the criminal courts in the context of a *Claim* covered under his civil liability insurance.

The *Insurer* undertakes to take all steps to seek an out-of-court settlement with the liable *Third party* or parties that will compensate the *Insured Party* for the damage he has suffered, where such settlement is based on damages that would have been covered by the *Insured Party's* civil liability insurance under the *Policy*. If a settlement cannot be reached, the *Insurer* will inform the *Insured Party* of the need to bring the matter before the relevant courts.

Where use is made of counsel or any other person qualified under the prevailing laws and regulations to defend, represent or serve the *Insured Party's* interest under the criminal liability cover, the *Insured Party* may freely choose his counsel. The *Insurer* undertakes to pay legal fees within the limits stated in the *Policy*.

In the event of disagreement between the *Insured Party* and the *Insurer* about the steps to be taken to settle a dispute arising from the *Policy*, the *Insured Party* and the *Insurer* may seek an assessment from a third person appointed by mutual consent. Failing

agreement on the appointment of such a person, the President of the *Tribunal de Grande Instance* (District Court) of the *Insured Party's* domicile shall decide. The *Insurer* will assume the costs incurred in the procedure for appointing a third person within the limits stated in the policy.

If the *Insured Party* initiates a dispute procedure at his own expense and obtains a more favourable outcome than the one proposed by the *Insurer* or the third person, the *Insurer* will compensate him for expenses incurred in the course of such action within the limit stated in the policy.

#### **INSURER'S MAXIMUM PAYOUT**

The maximum amount of compensation will not exceed **€8000 per Claim**.

#### **SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- fines,
- litigations or disputes not arising from the *Policy*.

#### **SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- a medical certificate stating the date and nature of the *Accident* as well as the period of inability to ski,
- any document or documents likely to prove the materiality of the *Accident*,
- documents evidencing the damage caused,
- the letter(s) of notification sent to the *Third Party* of his insurer,
- the witness statement(s),
- reporting a claim to the other insurer and a copy of confirmation of receipt,
- the summons, where applicable.

## 2 In the event of Material Damage

### SPECIFIC DEFINITIONS

#### *Winter Sports Equipment*

All technical equipment, including special footwear, intended for the practice of winter sports like skiing, snowboarding and snowshoeing. This may belong to the *Insured Party* or be hired by him.

### 2.1 Breakage of personal *Winter Sports Equipment*

#### SCOPE OF COVER

In the event of accidental breakage of the *Insured Party's own Winter Sports Equipment*, the *Insurer* will cover the reimbursement of the *Insured Party* for the cost of hiring equivalent replacement equipment from an equipment hire professional.

#### INSURER'S MAXIMUM PAYOUT

The *Insurer* will compensate the *Insured Party* for the real costs of hiring equivalent *Winter Sports Equipment* for **up to 8 (eight) rental days**.

#### SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- invoices for *personal Winter Sports Equipment*,
- the equipment hire professional's invoice.

### 2.2 Breakage/Theft of *Winter Sports Equipment*

#### SCOPE OF COVER

In the event of accidental breakage or *theft* of *Winter Sports Equipment* hired from an equipment hire professional, the *Insurer* will assume the costs to be borne by the *Insured Party* under the hire agreement.

#### INSURER'S MAXIMUM PAYOUT

The maximum amount of compensation will not exceed **€850 per Insured Party**. A *Deductible* corresponding to **20 (twenty) % of the amount to be borne by the Insured Party** will be deducted from the final amount of compensation.

#### SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- the police report ascertaining *Theft* of *personal Winter Sports Equipment*,
- a certificate from the equipment hire professional stating that the *Winter Sports Equipment* hired has been damaged or stolen,
- the equipment hire professional's invoice.

### SPECIFIC EXCLUSIONS

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- damage resulting from:
  - using the hired *Winter Sports Equipment* in a way that does not comply with the hirer's instructions or with the prevailing regulations,
  - normal wear and tear of the hired *Winter Sports Equipment*,
- scratches, scrapes or any other deterioration of the hired *Winter Sports Equipment* that does not alter its operation,
- loss or disappearance of hired *Winter Sports Equipment*,
- *Theft* by any person who is not a *Third party*.

## **DAMAGE TO A RENTED VEHICLE**

The *Insured Party* may benefit from “Damage to a *Rented Vehicle*” cover, without a distance-related Deductible of 100 (one hundred) km, under the imperative condition that the *Vehicle* was paid by the *Card* before the *Occurrence* of the *Claim*. If payment is made at the end of the rental period, the *Insured Party* must furnish proof of a reservation made using the before execution of the rental agreement, such as a pre-authorisation).

### **SPECIFIC DEFINITIONS**

#### *Insured Party*

The *Cardholder* and persons whose names are included **in advance** as drivers on the rental agreement.

#### *Material Damage*

Any deterioration of a *Rented Vehicle* resulting from an unforeseen event external to the damaged thing.

#### *Out-of-service Costs*

Daily fee for parking the vehicle invoiced in some cases by the repairer.

#### *Rented Vehicle*

Any registered engine-powered land vehicle with four wheels (**excluding those mentioned in SPECIFIC EXCLUSIONS**) under a rental agreement with a company specialising in vehicle hire or replacement vehicle lent out by a repairer when the *Cardholder's* vehicle is in for repair, subject to this loan being part of a loan agreement and inclusive of an invoice.

### **TERMS OF COVER**

*Insured Parties* are covered provided that:

- **the *Card's* terms of payment are fulfilled,**
- **their names have previously been included on the rental agreement,**
- **the total duration of the rental agreement does not exceed 60 (sixty) days even if the rental comprises several successive agreements,**
- **the way in which the *Rented Vehicle* is driven is conformant to the clauses provided in the rental agreement signed by the *Cardholder* with the renter,**
- **the drivers comply with the requirements imposed by the renter and by the local law or jurisdiction.**

The *Insurer* recommends that the *Insured Party*:

- ensures that his rental agreement is completed in full, without crossings-out or additions, and that it states the amount of the applicable *Deductible* in the event of damage,
- draw up an agreed statement of the condition of the *Rented Vehicle* before and after the rental,
- in the event of *Theft* or vandalism of the *Rented Vehicle*, files a complaint with the competent authorities within 48 hours, stating the circumstances of the *Claim* and the details of the vehicle (make, model, etc.).

Following this advice will make it easier to process a *Claim*.

### **SCOPE OF COVER**

In the event of *Theft* of the *Rented Vehicle* or in the event of *Material Damage* caused to the *Rented Vehicle*, with or without an identified *Third party*, responsible or not responsible, the *Insurer* shall bear the costs charged to the *Insured Party* by the renter under the rental agreement, namely the amount of:

- the *Deductible* set forth in the rental agreement,
- or repairs to the *Rented Vehicle* prescribed by the expert report or quote from a professional repairer.

In the event of *Material Damage* to a *Rented Vehicle*, the *Insurer* will assume the *Out-of-service Costs* up to the daily fee for rental for the number of days the *Rented Vehicle* needs to be out-of-service in order to be repaired without exceeding the number of days of rental initially set forth in the rental agreement.

If the renter invoices processing costs to the *Insured Party*, the *Insurer* will reimburse such costs up to a limit of **€75 per Claim**, bearing in mind that the *Insurer* will not assume costs invoiced by the renter corresponding to any loss of income.

**DURATION OF COVER**

The cover takes effect on execution of the rental agreement and ceases when the *Insured Party* returns the *Rented Vehicle* **up to 60 (sixty) consecutive days, even if the rental comprises several successive agreements.**

**INSURER'S MAXIMUM PAYOUT**

This cover is granted for up to **2 (two) settled Claims** in the order in which they occur per calendar year.

**SPECIFIC EXCLUSIONS**

In addition to the common exclusions (refer to COMMON EXCLUSIONS), the following are also excluded:

- rental of any of the following:
  - Acura, Aston Martin, Bentley, Bugatti, Cadillac, Caterham, Chevrolet Corvette, Dodge (Viper, Stealth), Donkervoort, Ferrari, Gillet, Hummer, Isdera, Jaguar, Lamborghini, Lincoln, Lotus, Maserati, McLaren, Mopar, Morgan, Porsche, Rolls Royce, TVR, Venturi, Wiesmann,
  - limousines of all makes and models.
  - classic cars more than 20 years old or cars that the maker has not produced for more than 10 years,
  - commercial vehicles with a maximum authorised mass of over 3.5 tonnes and/or a useful capacity of more than 8 m<sup>3</sup>,
  - camping cars, caravans and quads,
- simultaneous rental of more than one *Rented Vehicle*,
- damage caused by wear and tear to the *Rented Vehicle* or a structural defect,
- any deliberate damage,
- damage caused to the passenger compartment of the *Rented Vehicle* as a result of smoking-related accidents or caused by animals in the *Insured Party's* possession or care,
- expenses unrelated to the repair or replacement of the *Rented Vehicle* (except for towing or out-of-service costs invoiced to the *Insured Party*),
- damage caused as a result of the confiscation or removal of the *Rented Vehicle* by the police authorities or on requisition,
- damage resulting from off-road use of the *Rented Vehicle*,
- insurance premiums paid to the renter.

**SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM**

In addition to common supporting evidence (refer to SUPPORTING EVIDENCE TO BE PROVIDED IN THE EVENT OF A CLAIM), the *Insured party* must produce the following documents:

- rental agreement,
- the pre-authorisation receipt or the voucher,
- in case of *Theft* : filing a complaint with the competent authorities,
- in the event of *Material Damage*:
  - o an agreed statement drawn up with the renter,
  - o the quote or invoice for repairs,
  - o the expert report,
- the renter's bank account number if the fees have not been paid or proof of payment of these fees by the *Insured Party*.

<b>SUMMARY TABLE OF BENEFITS</b>
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<b>Travel</b>	
<i>Cancellation, Modification or Curtailment of Travel</i>	<b>Up to €5,000</b>
Public transport delays	<b>Up to €450</b>
<i>Luggage delays</i>	<b>Up to €450</b>
Loss, <i>theft</i> or damage to <i>Luggage</i>	<b>Up to €850</b>
Civil liability abroad	<b>Up to €2,000,000</b>
<i>Death/Permanent Disability</i>	<b>For a Travel Accident: up to €310,000</b> <b>For an Accident on a Journey To or From a Point of Departure or Arrival: up to €310,000</b> <b>For a Commuting accident: up to €46,000</b>
<b>WINTER SPORTS</b>	
<i>Medical expenses</i>	<b>Up to €2300</b>
<i>Ski passes and skiing lessons</i>	<b>Up to €850</b>
<i>Search and rescue expenses</i>	<b>Real costs</b>
<i>Transport expenses</i>	<b>Real costs</b>
Damage to personal <i>Winter Sports Equipment</i>	<b>Up to 8 (eight) days rental</b>
<b>Damage to hired <i>Winter Sports Equipment</i></b>	<b>Up to €850</b>
Civil liability	<b>Up to €1,000,000</b>
Legal expenses cover	<b>Up to €8000</b>
<b>Rented Vehicle</b>	
Damage to a <i>Rented Vehicle</i>	<b>Amount of the <i>Deductible</i> or repair costs up to a limit of 2 (two) claims per calendar year</b> <b>Distance Deductible: none</b>

This overview is only a summary of benefits, for which the terms, restrictions, *Deductibles* and exclusions are defined below.