



# Notice of information

Contract Pierre & Vacances



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# NOTICE OF INFORMATION DEEMED TO CONSTITUTE GENERAL TERMS AND CONDITIONS

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Dear Customer,

Taking account of the type of service(s) you are buying and the information you have sent us, we recommend that you take out this insurance policy. This policy comprises these General Terms and Conditions, together with the Specific Terms and Conditions which you receive when you take out the policy.

Before taking out this insurance policy, please carefully read this Notice of Information, deemed to constitute the General Terms and Conditions. These specify your rights and obligations and those of the Insurer, and answer any questions that you may have.

Who is the Insurer?

AWP P&C - 7 rue Dora Maar - 93400 Saint-Ouen - FRANCE.

## WHO IS THIS POLICY AIMED AT?

People booking a Trip from Pierre et Vacances and who apply for it on the day of booking.

## WHAT ARE THE CONDITIONS FOR BENEFITING FROM THIS POLICY?

You must live in Europe.

## WHAT IS THE DATE OF EFFECT AND TERM OF YOUR POLICY?

The policy is valid from the date it is taken out for any personal Trip, of a maximum duration of 3 consecutive months, sold by the Organisation or Authorised Representative with which this policy was taken out.

Which types of cover are provided for in the policy?

- The types of cover listed below are those corresponding to the option taken out and which are shown in your Specific Terms and Conditions of the insured service and for which you have paid the corresponding premium.

When booking, you can take out the PASS INTEGRAL. Thirty days after your booking and until the day of your departure, you can take out the PASS MALIN.

- To find out the payment amounts and limits, along with the excess relating to each type of cover, please refer to the Cover Table. This table also includes a list of general exclusions, along with the exclusions specific to each type of cover.

The policy is drawn up in French and subject to French law.

## KEY ELEMENTS

- In order to avoid multi-insurance, please check that you do not already have cover protecting you for one of the risks provided for in this policy.
- You may or may not have a right of waiver after taking out this insurance policy. The terms and conditions for exercising this option are detailed in the «Administrative Provisions» of the General Terms and Conditions in Article 3, «Waiver option».
- Service quality and customer satisfaction are a priority for us. If however, our services have not been completely satisfactory, you can contact us according to the terms provided for in the «Administrative Provisions» of the General Terms and Conditions in Article 12, «Claim assessment procedures».

### Urgent need of medical assistance

- ▶ **Contact us (24/7)**  
On +33 (0)1 42 99 08 65 P&V stays
- ▶ **Please tell us:**  
Your policy number  
Who is in need of aid?  
Where? Why?  
Who is looking after the sick person?  
Where, when and how can the person be contacted?

### Request for indemnification

- ▶ To register your request for indemnification immediately, call:  
<https://indemnisation.mondial-assistance.fr>
- ▶ If you do not have Internet access, contact us (Metropolitan France time zone):  
On +33 (0)1 42 99 08 65 P&V stays  
Monday to Friday between 9.00 a.m. and 6.00 p.m.

The types of cover in this policy, **except for assistance cover**, are regulated by the French Insurance Code.

	PASS INTEGRAL	PASS MALIN
Your policy number	304 051 or 304 052 or 304 240	304 159 or 304 160
Cancellation or change and snow cancellation or change	x	
Damage to Property of Insured Persons	x	
Traveller Assistance and Snow Assistance	x	
Late arrival	x	
Holiday curtailment	x	x
Interruption of sports activity or leisure and snow activity	x	x
Private third party liability abroad	x	x
Accommodation third party liability	x	x
Third party liability (sport and snow)	x	x
SOS forgotten item	x	
Easy return	x	
Breakage of skiing equipment	x	

## GENERAL TERMS AND CONDITIONS

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# COMMON DEFINITIONS

The terms shown in the policy are defined either in this chapter, or at the beginning of the description of each coverage.

**ABROAD:** any country **except the country where the Insured Person resides and except Countries not covered.**

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

**ACCIDENTAL BODILY INJURY:** any unintentional bodily injury caused by the sudden action of an external cause, certified by a Physician.

**ACCIDENTAL DAMAGE:** any accidental damage, destruction, or loss of an item of property.

**AGGRAVATED THEFT:** theft of Insured Property committed involving a Break-In or Aggression, and substantiated by filing a detailed formal complaint.

**ASSIGNEE:** a person receiving the benefits paid, not in his/her personal capacity, but because of his/her links with the Insured Person.

**CHANCE EVENT:** any unforeseeable event, external to, and outside of the control of, the Insured Person.

**CIVIL WAR:** armed combat, within the same country, in which different groups, identifiable by their ethnic, religious, community or ideological association, fight one another; or when at least one of such groups opposes the regular armed forces of the country.

**CLAIM:** event leading to damage that is covered by one or more policies subscribed.

**COMMON LAW PARTNERS:** two individuals who are neither married nor legally registered partners, but who have documentation to prove that they reside in the same household (cohabitation certificate or, in its absence, housing tax documentation, a bill for electricity, gas, water, insurance, or a rent receipt, etc.); and that they lived under the same roof from the date this policy was taken out to the time of the Claim.

**CONSEQUENTIAL INTANGIBLE DAMAGE:** any monetary loss resulting from loss of use of a right, the interruption of a service rendered by a person or an item of property, or loss of income, and which is the direct or indirect consequence of covered Bodily Injury or Property Damage.

**COVER THRESHOLD:** duration, amount or minimum percentage which triggers the Insurer's intervention or the implementation of the cover.

**DEDUCTIBLE:** share of the loss for which the Insured Person is responsible when settling a Claim. The amount of the Deductible for each coverage is specified in the Cover Table.

**DEPARTURE:** the expected date and time for the start of the Trip.

**DOCTOR:** any person who holds a medical qualification that is legally recognised in the country where he habitually carries out his professional activity.

**EUROPE:** territories of the Member States of the European Union, located in geographic Europe, as well as the following territories and countries: Guadeloupe, Guyana, Martinique, Mayotte, Réunion, Saint-Barthélemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland, the Vatican and the Canary Islands.

**The Azores and Madeira are not included in this definition. As well as excluding countries not covered.**

**FELONIOUS ENTRY:** forcing, damage or destruction of an anti-theft device.

**FOREIGN WAR:** armed engagement, declared or not, by one country against one or more other countries or an external, irregular army, particularly motivated by a geographic, political, economic, racial, religious, or ecological dispute.

**FRANCE:** Metropolitan France (including Corsica), Guadeloupe, French Guyana, Martinique, Mayotte, Reunion, St Barthélemy.

**HOME:** usual place of residence, which determines the Insured Person's exercise of his/her civic rights.

**ILLNESS:** any change in the condition of a person's health as certified by a Physician.

**INSURED PERSON:** the person(s) named in the Specific Terms and Conditions on condition that they are resident in Europe.

**INSURER:** AWP P&C, to be referred to hereinafter by its commercial name, Mondial Assistance, i.e. the Insurer with whom this insurance policy was taken out.

**LIMIT PER EVENT:** maximum guaranteed amount for one sole event that gives rise to Claims, regardless of the number of Insured Persons on the policy.

**METROPOLITAN FRANCE:** European territory belonging to France (including the islands located in the Atlantic Ocean, the Channel, and the Mediterranean), and excluding all French overseas departments, regions, local authorities, territories, and countries.

**NATURAL DISASTER:** an event caused by the abnormal intensity of a natural agent, falling within the scope of Act 82-600 of July 13, 1982, when it takes place in France.

**ORGANISATION OR AUTHORISED REPRESENTATIVE:** travel or transportation professionals who supply the insured service.

**COUNTRIES NOT COVERED:** North Korea. An updated list of all Countries Not Covered is available on the Mondial Assistance website, at the following address: [www.mondial-assistance.fr/content/159/fr/pays-exclus](http://www.mondial-assistance.fr/content/159/fr/pays-exclus).

**POLICYHOLDER:** the signatory of the Specific Terms and Conditions, who thereby undertakes to pay the insurance premium.

**SPORTS ACTIVITY OR LEISURE AND SNOW ACTIVITY:** the exercise of any amateur sports activity connected with the sports or leisure activity course or package/pass shown in the policy of the insured benefit, and insured under this policy. Any competition, whether amateur or professional, is not considered to be a sports activity. The snow activity must be exercised in winter, generally because it requires snow or ice to be present.

**SUBROGATION:** process by which the Insurer replaces the Insured Person in his or her rights and legal actions against any party liable for his or her damages in order to obtain repayment of the sums which the Insurer has paid the Insured Person following a Claim.

**THIRD PARTY:** any individual or legal entity except for the Insured Person, him or herself.

**TIME LIMITATION:** period beyond which no claim is admissible.

**TRIP:** the expected travel(s) or holiday(s) during the period of validity of this policy, and organised, sold, or supplied by the Organisation or Authorised Representative with whom this policy was taken out, with the exception of trips for a school or university course or training.

# POLICY TERRITORY

The types of cover «Traveller Assistance, Damage to Property of Insured Persons, Breakage of Skiing Equipment, holiday curtailment, curtailment of sports activity or leisure and snow activity, Private Third Party Liability Overseas, Accommodation Third Party Liability, Sports Third Party Liability, late arrival» in this policy apply in the country (countries) visited during the Trip organised by the Organisation or Authorised Representative, and which are mentioned in the Specific Terms and Conditions, excluding Countries not covered.

The Cancellation or Change cover applies to any Trip organised by the Organisation or Authorised Representative.

The «SOS Forgotten Items» cover applies to any delivery to the country (countries) visited during the Trip organised by the Organisation or Authorised Representative, and which are mentioned in the Specific Terms and Conditions, excluding Countries not covered.

The «Easy Return» coverage applies solely in Metropolitan France.

## COVER TABLE

INSURED EVENTS	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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### CANCELLATION OR CHANGE (PASS INTEGRAL)

<ul style="list-style-type: none"> <li>• <b>Following the occurrence of a covered incident</b> (other than those detailed below)</li> </ul>	Reimbursement of the cancellation fees per the scale of the General Terms and Conditions of Sale and up to the following ceilings:	N.A.
<ul style="list-style-type: none"> <li>• <b>Further to a lack or excess of snow</b></li> <li>• <b>Following any other Chance Event</b></li> </ul>	Cancellation: <ul style="list-style-type: none"> <li>• <b>€6,500</b> per insured accommodation,</li> <li>• and <b>€32,000</b> per Claim for all individuals insured under this policy, within the limit of the total amount of the cancellation fees.</li> </ul> Change: <ul style="list-style-type: none"> <li>• <b>€300</b> per insured accommodation.</li> </ul>	10% of the cost of the cancellation fees insured subject to a minimum of <b>€50</b> , per insured accommodation

### DAMAGE TO PROPERTY OF THE INSURED PERSONS (PASS INTEGRAL)

<ul style="list-style-type: none"> <li>• <b>Damage to Insured Property during its transit by a transport company and during the stay</b></li> </ul>	up to a limit of: <ul style="list-style-type: none"> <li>• <b>€1,500</b> per insured person and per Claim</li> </ul> <b>The maximum amount of the «Damage to Property of Insured Persons» cover including «Theft of Valuables», «Damage to Sports, Leisure and Snow Equipment» and «Delay in the transportation of baggage to the place of stay» is €1,500 per insured person and per Claim.</b>	per insured person and per Claim: <b>€30</b>
<ul style="list-style-type: none"> <li>• <b>Theft of Valuables</b></li> </ul>	up to a limit of: <ul style="list-style-type: none"> <li>• <b>50%</b> of the amount of the «Damage to Property of Insured Persons» coverage, i.e. <b>€750</b> per insured person and per Claim</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Damage to sports or leisure equipment during its transit by a transport company and during the stay</b></li> </ul>	up to a limit of: <ul style="list-style-type: none"> <li>• <b>€1,500</b> per insured person and per Claim</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Delay in the transport of Insured property to the place of stay</b></li> </ul>	Refund of essential goods per person insured and per Claim is limited to <b>€230</b>	N.A.

**COVERED SERVICES or REIMBURSEMENTS**

**COVERAGE AMOUNTS AND LIMITS**

**EXCESS AMOUNTS OR COVER THRESHOLDS**

**TRAVELLER ASSISTANCE AND SNOW ASSISTANCE (PASS INTEGRAL)**

Assistance during the trip		
<ul style="list-style-type: none"> <li>• <b>Repatriation Assistance:</b> <ul style="list-style-type: none"> <li>- arranging and paying for the repatriation of the Insured Person to his Home or transportation to a hospital</li> <li>- arranging and paying for returning insured travel companions</li> <li>- arranging for returning the accompanying animal of the Insured Person following the latter's repatriation.</li> </ul> </li> </ul>	<p>Actual costs</p> <p>Actual costs</p> <p>The cost of this service is payable by the Insured Person</p>	N.A.
<ul style="list-style-type: none"> <li>• <b>Assistance to the minor children of the Insured Person:</b> <ul style="list-style-type: none"> <li>- arranging and paying for returning the Insured Person's minor children to their Home when the Insured is repatriated</li> <li>- paying the cost of a travel companion's return fare for the return of the Insured Person's minor children if the Insured Person is hospitalised locally</li> </ul> </li> </ul>	<p>Actual costs</p> <p>Actual costs</p>	N.A.
<ul style="list-style-type: none"> <li>• <b>Visit from a friend or relative following hospitalisation locally:</b> Paying the costs enabling a family member to reach the Insured Person's bedside: <ul style="list-style-type: none"> <li>- return trip</li> <li>- accommodation costs locally until the Insured Person is repatriated or discharged from the hospital</li> </ul> </li> </ul>	<p>Actual costs</p> <p>Up to the daily limit of <b>€100</b> until the Insured Person is repatriated or discharged, with a maximum of <b>7 days</b></p>	N.A.
<ul style="list-style-type: none"> <li>• <b>Urgent medical costs abroad:</b> <ul style="list-style-type: none"> <li>- The Insured Person is affiliated with a basic health insurance plan: <ul style="list-style-type: none"> <li>• reimbursement of emergency Dental costs</li> </ul> </li> <li>- the Insured Person is not affiliated with a basic health insurance plan: <ul style="list-style-type: none"> <li>• Advance</li> </ul> </li> </ul> </li> </ul>	<p>Up to the following limits, per insured person and per Claim:</p> <p><b>€30,000</b></p> <p><b>€300</b></p> <p><b>€30,000</b></p>	N.A.
<ul style="list-style-type: none"> <li>• <b>Additional charges on location in the event of breakdown/immobilisation of transportation</b> <ul style="list-style-type: none"> <li>- organising continuation of his Trip</li> </ul> </li> </ul>	<p>Up to a limit per insured person and per Insurance Period:</p> <ul style="list-style-type: none"> <li>• paying of taxi charges in order to continue to the journey to the holiday location.</li> </ul>	N.A.
<ul style="list-style-type: none"> <li>• <b>Search and/or rescue costs:</b> <ul style="list-style-type: none"> <li>- Search costs</li> <li>- Rescue costs</li> </ul> </li> </ul>	<p>Up to the following limits:</p> <ul style="list-style-type: none"> <li>• per insured person and per Claim: <b>€1,500</b></li> <li>• per insured person and per Claim: <b>€1,500</b></li> </ul>	N.A.
<ul style="list-style-type: none"> <li>• <b>Search and/or rescue costs on the ski area:</b> <ul style="list-style-type: none"> <li>- In Metropolitan France</li> <li>- Adjacent countries</li> </ul> </li> </ul>	<p>Limited per insured person and per claim to:</p> <ul style="list-style-type: none"> <li>• <b>Actual costs</b></li> <li>• <b>€15,000</b></li> </ul>	N.A.

COVERED SERVICES or REIMBURSEMENTS	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
<ul style="list-style-type: none"> <li>• <b>Assistance in the event of an insured person's death:</b> <ul style="list-style-type: none"> <li>- transporting the body</li> <li>- funeral costs</li> <li>- additional costs of transporting insured members of the deceased person's family or an insured travel companion</li> </ul> </li> </ul>	<p>Actual costs Up to a limit of <b>€2,500</b> per insured person</p> <p>Actual costs</p>	N.A.
<ul style="list-style-type: none"> <li>• <b>Psychological support:</b> <ul style="list-style-type: none"> <li>- if you suffer from significant shock after an Accident or Illness covered by the policy</li> </ul> </li> </ul>	Limited per insured person and per Claim to <b>two telephone interviews</b>	N.A.
<ul style="list-style-type: none"> <li>• <b>Providing a driver for the return of the Insured Person's car</b></li> </ul>	Driver's salary and travel costs	N.A.
<ul style="list-style-type: none"> <li>• <b>Legal assistance abroad:</b> <ul style="list-style-type: none"> <li>- reimbursement of lawyers' fees</li> <li>- advance for bail</li> </ul> </li> </ul>	Up to the following limits, per insured person and per Claim: <ul style="list-style-type: none"> <li>• <b>€1,500</b></li> <li>• <b>€15,000</b></li> </ul>	N.A.
<ul style="list-style-type: none"> <li>• <b>Early return assistance:</b> <ul style="list-style-type: none"> <li>- arranging and paying transportation costs</li> </ul> </li> </ul>	Actual costs	N.A.
<ul style="list-style-type: none"> <li>• <b>Shipping medications to the location:</b> <ul style="list-style-type: none"> <li>- shipping charges</li> </ul> </li> </ul>	Actual costs	N.A.
<ul style="list-style-type: none"> <li>• <b>«Unforeseen» assistance:</b> <ul style="list-style-type: none"> <li>- theft of identity papers, means of payment, travel tickets: <ul style="list-style-type: none"> <li>• advance of funds Overseas</li> </ul> </li> <li>- Communicating with one's family</li> </ul> </li> </ul>	Limited per insured person and per Claim to <b>€1,500</b>  Real cost	N.A.

#### TRAVELLER ASSISTANCE AND SNOW ASSISTANCE (PASS INTEGRAL) (continued)

Assistance after the trip		
<ul style="list-style-type: none"> <li>• <b>Additional assistance to persons:</b> <ul style="list-style-type: none"> <li>- home health carer</li> <li>- delivery of medication</li> <li>- delivery of meals</li> <li>- shopping delivery</li> <li>- Housework help</li> <li>- Child minder: <ul style="list-style-type: none"> <li>• child minder in the Insured Person's Home</li> </ul> </li> <li>or</li> <li>• return ticket for a relative</li> <li>Or</li> <li>• return ticket for the Insured Person's children</li> <li>- tuition support</li> <li>- pet minder: <ul style="list-style-type: none"> <li>• kennel and food costs of pets</li> </ul> </li> <li>or</li> <li>• transportation of pets to the home of a relative by a professional</li> </ul> </li> </ul>	<p>Up to the following limits:</p> <ul style="list-style-type: none"> <li>• maximum <b>20 hours</b></li> <li>• costs of shipment</li> <li>• maximum <b>15 days</b></li> <li>• <b>1 delivery per week</b> for a maximum of <b>15 days</b></li> <li>• <b>20 hours'</b> maximum over <b>4 weeks</b></li> <li>• A maximum of <b>20 hours</b> per period of Immobilisation</li> <li>• Or <b>train</b> (1st class) <b>or plane</b> (economy class) <b>fare</b></li> <li>• <b>Or train</b> (1st class) <b>or plane</b> (economy class) <b>fare</b></li> <li>• <b>15 hours</b> a week, all items combined, up to a maximum of 1 month</li> <li>• A maximum of <b>10 days</b>, up to <b>€230</b>, whatever the number of pets</li> <li>• Up to <b>€230</b>, whatever the number of pets, within a maximum radius of one hundred <b>(100) km</b></li> </ul>	N.A.

INSURED EVENTS	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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#### LATE ARRIVAL (PASS INTEGRAL)

<ul style="list-style-type: none"> <li>The Insured Person's late arrival at the play of stay, after an Insured Event occurs within the 24 hours preceding the initially scheduled arrival of the Insured at the place of stay.</li> </ul>	<ul style="list-style-type: none"> <li>Reimbursement of days not used up to a maximum of <b>€300</b> per insured person</li> </ul>	<p><b>24 hours after the date scheduled for the start of the rental, for stays of a duration of over 5 days</b></p>
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#### HOLIDAY CURTAILMENT (PASS INTEGRAL & PASS MALIN)

<ul style="list-style-type: none"> <li>When the Trip is interrupted by an insured event <ul style="list-style-type: none"> <li>For hotel accommodation, rental accommodation</li> </ul> </li> <li>When the return ticket has not been used owing to one of the insured events <ul style="list-style-type: none"> <li>For flight-only arrangements: unused tickets</li> </ul> </li> </ul>	<p>Payment of an indemnity proportional to the number of unused days of the Trip up to the following limits:</p> <ul style="list-style-type: none"> <li>per insured accommodation: <b>€6,500</b></li> <li>per event: <b>€32,000</b></li> </ul> <p>Reimbursement of the cost of the unused return ticket up to the following limits:</p> <ul style="list-style-type: none"> <li>50% of the cost of the insured return ticket</li> <li>per insured person: <b>€6,500</b></li> <li>per event: <b>€32,000</b></li> </ul>	N.A.
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#### CURTAILMENT OF A SPORT ACTIVITY OR LEISURE AND SNOW ACTIVITY (PASS INTEGRAL & PASS MALIN)

<ul style="list-style-type: none"> <li>Indemnity in the event of interruption of a sport activity or a leisure and snow activity</li> </ul>	<p>Payment of an indemnity proportional to the unused days of activity, up to <b>€500</b> per insured person (including ski passes, lessons, hire of skiing equipment)</p>	N.A.
<ul style="list-style-type: none"> <li>In the event of loss or theft of the ski passes</li> </ul>	<p>Payment of an indemnity proportional to the unused days of the ski passes), up to <b>€300</b> per person.</p>	1 day

#### PRIVATE THIRD PARTY LIABILITY ABROAD (PASS INTEGRAL & PASS MALIN)

<ul style="list-style-type: none"> <li>Combined single limit: Bodily injury, property damage and consequential intangible damage <ul style="list-style-type: none"> <li>including Tangible and Consequential Intangible Loss</li> <li>including Bodily Injury and Consequential Intangible Loss</li> </ul> </li> </ul>	<p>Per claim, limited to <b>€4,500,000</b></p> <p>Up to the limit, per claim, of <b>€45,000</b></p> <p>Per event, limited to <b>€4,500,000</b></p>	Per claim: <b>€75</b>
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#### ACCOMMODATION THIRD PARTY LIABILITY (PASS INTEGRAL & PASS MALIN)

<ul style="list-style-type: none"> <li>Combined single limit: Bodily injury, property damage and consequential intangible damage <ul style="list-style-type: none"> <li>including Tangible and Consequential Intangible Loss</li> <li>including Bodily Injury and Consequential Intangible Loss</li> </ul> </li> </ul>	<p>Per claim, limited to <b>€4,500,000</b></p> <p>Up to the limit, per claim, of <b>€45,000</b></p> <p>Per event, limited to <b>€4,500,000</b></p>	Per claim: <b>€75</b>
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#### THIRD PARTY LIABILITY (SPORT AND SNOW) (PASS INTEGRAL & PASS MALIN)

<ul style="list-style-type: none"> <li>Combined single limit: Bodily injury, property damage and consequential intangible damage <ul style="list-style-type: none"> <li>including Tangible and Consequential Intangible Loss</li> <li>including Bodily Injury and Consequential Intangible Loss</li> </ul> </li> </ul>	<p>Limited to <b>€150,000</b> per claim</p> <p>Up to the limit, per claim, of <b>€45,000</b></p> <p>Limited to <b>€150,000</b> per event</p>	Per claim: <b>€150</b>
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INSURED EVENTS	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
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#### SOS FORGOTTEN OBJECTS (PASS INTEGRAL)

<ul style="list-style-type: none"> <li>«SOS Forgotten Object» Insurance: Delivery of a forgotten object to the Insured Person</li> </ul>	Reimbursement for delivery cost up to the following ceilings: <ul style="list-style-type: none"> <li>€50</li> <li>a single object forgotten by the Insured Accommodation</li> </ul>	N.A.
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#### EASY RETURN (PASS INTEGRAL)

<ul style="list-style-type: none"> <li>Put in relation with service providers to facilitate the return home.</li> </ul>	The cost of the services is payable by the Insured Person	N.A.
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#### BREAKAGE OF SKIING OR LEISURE AND SNOW EQUIPMENT (PASS INTEGRAL)

<ul style="list-style-type: none"> <li>Reimbursement of the cost of hiring replacement equipment</li> </ul>	Limited per insured person and per Claim to €150:	N.A.
<ul style="list-style-type: none"> <li>Damage to sports or leisure and snow equipment during its transit by a transport company and during the stay</li> </ul>	Limited per insured person and per Claim to €1,500	

## EXCLUSIONS COMMON TO ALL TYPES OF COVERAGE

In addition to the specific exclusions shown for each type of coverage, the consequences of the following circumstances and events are never insured:

1. damage of any kind caused intentionally or instigated by the Insured Person or with his complicity; or following malicious intent or wilful misconduct by the Insured Person, except in a case of legitimate defence of, or assistance to, a person in danger;
2. suicide or attempted suicide by the Insured Person;
3. damage following the consumption of alcohol by the Insured Person and/or ingestion by the Insured Person of non-medically prescribed medication, drugs or narcotics;
4. except for provisions to the contrary shown in the coverages, losses resulting from Foreign or Civil War, acts of terrorism, riots, popular movements, coups d'état, hostage taking, or strikes;
5. civil or military application of nuclear reaction, i.e. transformation of the nucleus of atoms, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction taking place on a site that transforms the nucleus of atoms;
6. incidents for which liability may be incumbent on either the Trip organiser in pursuance of Title 1 of the French statute n° 2009-888 dated 22 July 2009 regarding the development and modernisation of tourist services, or the transporter, unless otherwise stated in the cover;
7. prohibitions laid down by local authorities, restriction of free movement of individuals and goods, airport closures, and border closures.

# POLICY COVERAGE

## CANCELLATION OR CHANGE (PASS INTEGRAL)

### DEFINITIONS FOR THIS SPECIFIC COVERAGE:

**CANCELLATION:** firm and final withdrawal by the Insured Person from all insured services, submitted to the Organisation or Authorised Representative.

**CHANGE:** postponement by the Insured Person of the dates of the insured service, subject to this postponement occurring before their Departure and concerning at least the outgoing Trip date.

**MONITORING OF PROGRESS:** a further medical consultation and/or completion of additional medical examinations.

**SERVICE CHARGES:** charges levied by the approved Organisation or Intermediary when booking air travel.

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.

### 1. PURPOSE OF THE COVER

When the Insured Person cancels or changes his booking, the Organisation or Authorised Representative of the Trip may hold him responsible for all or part of the costs of the service; these are called cancellation fees; these charges increase as the Departure date approaches. They are calculated using the scale shown in the Cover Table.

The Insurer will reimburse the Insured Person for the amount of cancellation or change fees invoiced, after subtracting the Deductible amount shown in the Cover Table.

### 2. EVENTS COVERED IN THE EVENT OF CANCELLATION

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

#### ► Medical Events:

#### 2.1. An Illness including illnesses associated with pregnancy, an Accidental Bodily Injury, as well as the consequences, after-effects, complications or aggravations of an Illness or Accidental Bodily Injury, which was identified before the Trip was booked,

which must involve:

- either hospitalisation from the date of the Cancellation up to the Departure date
  - or,
    - the cessation of all professional activity, or home care if the person does not work, from the day of the Cancellation to the Departure date,
    - and
    - a medical consultation, including following medical treatment from the day of the Cancellation, or undergoing tests prescribed by a Physician,
- and, in all cases, the payment for all this treatment by one of the health insurance organisations with which the Insured Person is affiliated,

occurring to:

- the Insured Person, his/her spouse, common law partner or civil union partner, his/her direct ascendants or descendants, or those of his/her spouse, common law partner or civil union partner.
- his brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards,
- the person named when this policy was taken out, responsible, for consideration, during the Trip of the Insured Person, for looking after or accompanying during the Trip the minor children of the Insured Person or the person with disabilities living with the Insured Person,
- another member of the Insured Person's family provided that hospitalisation is for more than 48 hours,



#### IMPORTANT

It is the Insured's responsibility to prove that all the conditions of application of the cover are met when the Cancellation is made. The Insurer has the right to reject the claim if the Insured Person is unable to provide the supporting documentation referred to in Chapter 6.

#### 2.2. A medical contraindication of a vaccination, the effects of vaccination or being medically unable to take the preventive treatment required by the Insured Person for his Trip, provided that you received a documented favourable medical opinion prior to you booking the Trip.

► **Family events:**

**2.3. The death of:**

- the Insured Person, his/her spouse, common law partner or civil union partner, his/her direct ascendants or descendants, or those of his/her spouse, common law partner or civil union partner.
- his brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards,
- the person named when this policy was taken out, responsible, for consideration, during the Trip of the Insured Person, for looking after or accompanying during the Trip the minor children of the Insured Person or the person with disabilities living with the Insured Person,
- another member of the Insured Person's family,

provided that the Home of the deceased person is not the destination of the Trip.

► **Professional or academic events:**

- 2.4. The notification of the Insured Person of a re-sit examination in connection with his studies** on a date during the period of the Trip, provided that the failure of the examination was not known at the time that the reservation was made.
- 2.5. Redundancy of the Insured Person or his or her spouse, common law partner or civil union partner, on condition that the notice of the personal interview preceding the redundancy was not received before the date on which this policy was taken out and / or the reservation was made for the Trip.**
- 2.6. Obtaining employment as a salaried employee or paid internship,** taking effect before or during the dates of the Trip, while the Insured Person was registered for unemployment benefit and provided that it does not involve an assignment provided by a temporary employment agency. This coverage also applies when the Insured Person obtains a permanent job, after taking out this policy, when he/she already held a temporary job in the same business at the time the Trip was booked.

► **Property Damage Events:**

**2.7. Serious Property Damage as a result of:**

- a burglary with Break-in,
- a fire,
- water damage,
- any climatic, meteorological or natural event, subject to the exclusion set out in article 4.9,

directly affecting the following real estate:

- the Insured Person's primary or secondary residence,
- his farming business,
- his business operations if the Insured Person is a trades person, trader, business manager or in a regulated profession.

and requiring the presence of the Insured Person on a date during the period of his Trip, to carry out administrative procedures associated with the damage, or with the restoration of the damaged property.

- 2.8. Serious damage to the Insured Person's vehicle, requiring the assistance of a professional and occurring in the 48 hours preceding his/her Departure,** provided that it can no longer be used to take him/her to his/her final travel destination.
- 2.9. An Accident or mechanical breakdown of the transportation used by the Insured Person for his transportation, involving a delay of more than two (2) hours,** having made him miss the transport booked for his Departure, and provided the Insured Person has taken steps to reach the place of Departure at least thirty (30) minutes:
- before the last time for check-in if this involves air travel;
  - before the time of Departure featuring on his rail or sea travel ticket.

► **Other events:**

**2.10. Lack or excess of snow**

When it occurs in the five (5) days preceding your departure, in resorts located at an altitude of over 1,500 metres, between the 3rd Saturday of December and the 2nd Saturday in April, and entails the closure of a minimum of 2/3 of the ski pistes normally in service on the location of your stay.

**Compensation is paid after deduction of the specific excess amount stated in the cover and excess amounts table. This excess also applies to the persons booked on the same trip as you, at the same time.**

**2.11. A riot, a terrorist attack or act of terrorism occurring Overseas, in the city/cities of the Insured Person's destination or stay.**

Cover is in effect in the event of a riot, terrorist attack or act of terrorism, when the following conditions are met:

- the event involves Property Damage and Bodily Injury in the city/cities of the destination or stay,
- the French Ministry of Foreign Affairs advises against travel to the city/cities of the destination or stay.
- the Organisation or Authorised Representative for the Trip is unable to offer the Insured Person another place of destination or replacement stay,
- the date of the expected Departure is less than 30 days after the date the event occurs,
- no similar event has occurred in the destination or holiday town(s)/city/cities, in the 30 days prior to booking your Trip.

**The Indemnity is paid after subtracting the specific Excess shown in the Cover Table. This Excess also applies to the persons booked on the Trip at the same time as the Insured Person.**

- 2.12. Another Accidental Event,** constituting an immediate, real and serious obstacle preventing the Departure and/or the carrying out of the activities planned during the Trip.

The Accidental Event must a direct causal link with it being impossible to leave and/or realise the insured service.

It is the Insured's responsibility to prove that all the conditions of application of the cover are met when the Cancellation is made. If the supporting documents do not furnish material proof of the Accidental Event cited, the Insurer is entitled to refuse the Insured Person's request.

The Indemnity is paid after subtracting the specific Excess shown in the Cover Table. This Excess also applies to the persons booked on the Trip at the same time as the Insured Person.

- 2.13. The Cancellation or Change of insured companions who have remained alone or two persons travelling together due to the covered Cancellation or Change of one of the Insured Persons, provided that they are all insured under this policy and are listed on the same booking form for the insured service.

Nevertheless, all insured persons who are part of the same household for tax purposes, or who can prove that they are directly related, are insured under the «Cancellation or Change» cover.

### 3. AMOUNT COVERED

The Insurer reimburses, up to the amounts stated in the Cover Table, the total of cancellation or Change charges billed by the Organisation or Authorised Representative for his Trip.

Invoiced cancellation or Change fees will be reimbursed up to the limits of the cover shown in the Cover Table per insured person, without, however, exceeding the per person and per event limits.

The Insurer's indemnity is still limited to the costs that would have been billed to the Insured Person if he had informed the Organisation or Authorised Representative on the day on which the event occurred.

Service Charges will be fully reimbursed, provided that they are part of the amount insured, declared when this policy is taken out.

The costs of tips, administrative fees, visas, air travel taxes and other fees, besides Service Charges, as well as the premium paid for taking out this policy, are not reimbursable.

In the case of any Change on account of the occurrence of any of the Insured Events, the Insurer will reimburse the Insured Person their costs of such changes up to the limit shown in the Cover Table. If the Insured Person changes then cancels the insured service, his cancellation charges shall be paid, after deduction of the change charges already reimbursed by the Insurer.

When the Insured Person cancels or changes their Trip dates following an Insured Event, the Insurer pays the single supplement of the travel companion travelling alone and insured under the same policy, up to the limit of the cancellation charges which would have been billed if they had cancelled themselves.

A Deductible per person insured (or per case for rentals and sea crossings), the amount of which is stated in the Cover Table, will always be deducted from the indemnity which is due.

### 4. COVERAGE EXCLUSIONS

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

- 4.1. Illnesses or Accidental bodily injury which have already been ascertained or treated, or have been subject to a relapse or worsening or a hospital stay between the date on which the trip was booked and the date on which this policy was taken out;
- 4.2. Illnesses already diagnosed, or resulting in progression, an additional examination or a change in treatment within the 30 days before the Trip was booked;
- 4.3. Accidental Bodily Injury occurring or resulting in surgery, rehabilitation, additional examination or a change in treatment within the 30 days before the Holiday was booked;
- 4.4. eardrum complaints, gastric and/or intestinal ailments, spinal conditions, unless there is a follow-up report by a Doctor within the 15 (fifteen) days following the first medical consultation that leads to the Cancellation;
- 4.5. Illnesses ensuing from pregnancy beyond the 28th week, voluntary termination of pregnancy, in-vitro fertilisation;
- 4.6. medical contra-indications applying to the Holiday not due to any Illness, including those related to pregnancy, or Accidental Bodily Injury, according to the terms of Article 2.1;
- 4.7. not being vaccinated or failure follow the preventative treatment necessary for Holiday destination;
- 4.8. The lack or excess of snow, except if it occurs in the five (5) days preceding the Departure, in resorts located at an altitude of over 1,500 metres, between the 3rd Saturday of December and the 2nd Saturday in April, and entails the closure of a minimum of 2/3 of the ski pistes normally in service on the location of the stay;
- 4.9. epidemics, the local health situation, natural or human pollution, meteorological and climatic events which do not cause serious Material damage under the same provisions as those defined in article 2.7;
- 4.10. Natural disasters referred to in Law N° 82-600 of 13 July 1982;
- 4.11. failure to present or non-compliance of identity documents required to access the booked travel and/or administrative documents required for customs formalities;
- 4.12. the Insured Person's criminal record;
- 4.13. any covered event occurring between the date the Trip was booked and the date this policy was taken out;
- 4.14. any circumstance that only affect the enjoyment of the Insured Person's trip;
- 4.15. the defaulting of any kind, including financial, of the Approved Organisation or Intermediary for the insured Trip making the execution of its contractual obligations impossible;
- 4.16. refusal of the Insured Person to board the flight originally planned by the Organisation or Authorised Representative.

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

The Insured Person must notify the Organisation or Authorised Representative of the Trip of his withdrawal as soon as the event preventing his Departure occurs.

The Insured Person must then advise the Insurer of the Claim within five business days of becoming aware of the event, except in the event of exceptional circumstances or force majeure:

**After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.**



To facilitate the claim and optimise processing of the case, we recommend reporting the insured loss on the following website: <https://indemnisement.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

For the stays reserved from Pierre et Vacances:

- on 01 42 99 08 92
- if the Insured Person is outside France: on +33 1 42 99 08 92

## 6. DOCUMENTATION TO BE PROVIDED

The Insurer will advise the Insured Person of the information needed to make the Claim declaration and the latter will then be required to supply the Insurer with any documents and information to serve as proof of the reason for his Cancellation and allow the amount of indemnity due to him to be assessed.

If the reason for the Cancellation or Change is medical, the Insured Person may, if he so wishes, send the medical details in an envelope marked «Confidential» for the attention of the Insurer's medical advisor.

INSURED EVENTS	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• <b>IN ALL CASES</b></li></ul>	<ul style="list-style-type: none"><li>• confirmation of booking of the insured trips,</li><li>• the invoice for the cancellation fees for the insured services,</li><li>• if applicable, official documentation specifying the family relationship with the person originating the Cancellation (copy of the official family record book, cohabitation certificate, etc.),</li><li>• bank identification details,</li><li>• after assessment of the file, any other documentation requested by Mondial Assistance.</li></ul>

# DAMAGE TO PROPERTY OF THE INSURED PERSONS (PASS INTEGRAL)

## DEFINITIONS FOR THIS SPECIFIC COVERAGE:

**ASSAULT:** any bodily attack or threat of bodily attack from a third party.

**ESSENTIAL ITEMS:** items of clothing and toiletries providing the Insured Person with replacements due to the temporary unavailability of his Personal Effects.

**INSURED PROPERTY:** luggage and contents, including Personal Effects and Valuables, belonging to the Insured Person, carried for the Trip and/or purchased during the Trip.

**PERSONAL EFFECTS:** objects, clothing, jewellery, accessories and their contents that the Insured Person was carrying on his person at the time of the Insured Event.

**STAY:** period of cover excluding transportation of the Insured Person and of his Insured Property.

**TRANSPORTATION COMPANY:** air, shipping, or rail line, or other provider, responsible for carrying the Insured Property at the time of the Insured Person's Trip.

**VALUABLES:** any object, other than an item of clothing, with a unit purchase price above €250.

**WEAR AND TEAR:** depreciation in the value of an item caused by its age, use, or state of maintenance on the day of the Insured Event. Unless stated otherwise in the policy, the Wear and Tear applied when calculating the indemnity is 1% per month up to a limit of 80% of the initial purchase price.

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.

## 1. PURPOSE OF THE COVER

The Insurer covers, up to the limits shown in the Cover Table, damage to the Insured Property at the time of the Trip taken by the Insured Person.

## 2. COVERED DAMAGE

### 2.1. During transportation of the Insured Property by a Transportation Company

- **Damage to or loss of the Insured Property during its transportation**

When, at the time of the Trip, the Insured Person entrusts his Insured Property to a Transportation Company, the Insurer covers any damage or loss to it occurring while it is being transported in the baggage compartment, up to the limit shown in the Cover Table and after deduction of the Excess shown on that same table.



#### **IMPORTANT**

**As soon as the Insured Person has knowledge of it, he must report the damage to or loss of his baggage to the Transportation Company responsible for the transportation in order to obtain a written Property Irregularity Report (P.I.R.) that should be sent to the Insurer, accompanied by proof of the original purchase of the Insured Property in question.**

**Any indemnity that may be paid by the Transportation Company will be deducted from the amount of damage.**

- **Delay in the transportation of Insured property**

If the Insured property is transported to the Insured Person's holiday location with a delay of over 24 hours, the Insurer will reimburse the Insured Person for the expenses incurred in purchasing Essential Goods whilst awaiting delivery of the luggage, up to the ceilings in the Cover And Excess Amounts Table.



#### **IMPORTANT**

**The Insured Person shall then obtain from the Transportation Company a certificate stating that the delivery of the luggage has been delayed and giving the date and time of the actual delivery.**

### 2.2. Damage covered during the Stay

Upon presentation of original proofs of purchase, and up to the limits shown in the Cover Table, the Insurer covers accidental damage or Aggravated Theft of Insured Property that was brought along or purchased during the Trip, except in the following particular situations:

- **Theft of Valuables:**

The Insurer covers, up to the limits shown in the Cover Table, Theft of Valuables, only while the Insured Person has them on his person, is using them under his direct oversight, or has consigned them to an individual safe deposit box with a time stamp or deposited them in a hotel strong box.

- **Theft from a vehicle:**

The Insurer covers the theft of Insured Property placed out of sight in the rear trunk of a vehicle, only under the following conditions:

- the Insured Person's vehicle is broken into between 7.00 a.m. and 10.00 p.m. (local time);
- the vehicle is completely locked, with the windows and sunroof entirely closed.

The Insured Person is required to furnish proof that the vehicle was subject to a Break-in, and also that the theft was committed during the covered time period.

## 3. DAMAGE INDEMNIFICATION

### 3.1. Amount covered

Cover is provided up to the limit per insured person and per Insured Event stated in the Cover Table.

For each Insured Person and each Insured Event, a Deductible, the amount of which is shown in the Cover Table, is the responsibility of the Insured Person.

The following events are indemnified under the conditions specified below:

- **Theft of Valuables**

The indemnity owed in the event of theft of Valuables may not exceed 50% of the amount of «Damage to Property of Insured Persons» cover.

- **Delay in the transportation of Insured property**

If the transport of your Insured Property belonging to the Insured Person to the place of your stay is delayed, cover is provided up to the limit stated in the cover and excess amounts table.

In the event of a single event leading first to a delay in the transport and then to damage and/or loss of the Insured Property, the indemnity paid under the heading of «Delay in the transport of Insured property» shall be less the sum due under the «Damage or loss during transportation» cover, up to the ceiling appearing in the Cover and Excess Amounts Table.



#### **IMPORTANT**

**For the same Insured Event, the total of the ceilings provided for these events may not exceed the total amount of the «Damage to Property of Insured Persons» cover shown in the Cover Table.**

### 3.2. Damage assessment

- The indemnity owed is calculated based on the original receipts produced by the Insured Person; or, otherwise, based on the replacement value of objects of the same type, minus the deduction for Wear and Tear, and up to the limits shown in the Cover Table.
  - Jewels, watches, pearls, gemstones, and objects made of precious metal are indemnified only upon presentation of the original receipt; or, otherwise, upon presentation of an estimate that is certified by an approved expert. No Wear and Tear shall be applied.
  - Items associated with images and sound, and their accessories will be indemnified upon presentation of their original receipts; based on their value at the time of the Incident estimated based on their official cost on the second hand market.
  - The indemnity owed in the event of damage to Insured Property which can be repaired is calculated based on the repair bill.
- In every case, the indemnity owed is estimated by mutual agreement and may never exceed the amount of the loss; it also does not include Resultant Consequential Damage such as transportation charges, telephone charges, etc.

## 4. IF THE INSURED PERSON FINDS THE STOLEN OR LOST ITEMS

If the Insured Person finds the Insured Property, he/she, **must notify the Insurer by mail AWP FRANCE SAS, Service indemnisation Assurance, DOP 01, 7 rue Dora Maar, CS 60001, 93 488 Saint-Ouen Cedex FRANCE as soon as he/she has knowledge of it:**

In the event that the Insured Property is returned, the Insured Person undertakes to declare to the Insurer only items that are missing or damaged.

If the Insured Person has already been indemnified by the Insurer, he will repay to the Insurer the indemnity that was paid, subject to a deduction for any objects that may be missing or damaged.

## 5. COVER EXCLUSIONS

In addition to the exclusions that are common to all the coverages, besides Article 6, the following are also excluded:

► The following circumstances:

- 5.1. theft, damage, or loss, resulting from a decision by an administrative body or a prohibition on the transportation of certain items;
- 5.2. delay, damage, or loss occurring while being transported by an airline that is blacklisted by the European Commission, regardless of its point of origin and destination.
- 5.3. thefts committed by insured persons or family members of the Insured (ascendants, descendants, spouse) or committed with their complicity, or by employees of the Insured Person in the exercise of their functions;
- 5.4. theft committed without a Break-in or by using duplicate keys;
- 5.5. theft of Insured Property that is committed in a public place, when those articles were not under continuous surveillance by the Insured Person;
- 5.6. theft of Insured Property placed in a canvas tent;
- 5.7. lost items, except those lost by the transportation company referred to in Article 2.1, and items forgotten or misplaced by the actions of the Insured Person or a third party;
- 5.8. damage resulting from not using the item in compliance with the manufacturer's instructions, or from the gross negligence of the Insured Person;
- 5.9. destruction and loss of Valuables of any kind whatsoever, including during their transportation by a transportation company;
- 5.10. damage resulting from the insured item's own inherent flaws, or normal wear and tear
- 5.11. damage to fragile articles, especially pottery, glass, porcelain, or marble objects;
- 5.12. damage from smoking Accidents; scratches, grooves, tears, or stains; or leakage of liquids, fats, colorants or corrosive substances in the insured baggage;
- 5.13. damages caused during repairs, maintenance, or reconditioning of the Insured Property;
- 5.14. Consequential Intangible Losses;
- 5.15. damage following a natural event such as an earthquake, a volcanic eruption, a tidal wave (or tsunami), a flood, an avalanche, or another disaster;

► The following items:

- 5.16. documents, identity documents, credit cards, magnetic cards, travel tickets, cash, shares and securities, and keys;
- 5.17. material intended by its nature or purpose for professional use by the Insured Person, sales representatives' collections, medical equipment and medication, perishable foods, wines and spirits, cigarettes, cigars and tobacco;
- 5.18. cases, boxes, bags, satchels, and covers enclosing this sports or leisure equipment, musical instruments;
- 5.19. art or hand-crafted objects, antiques, religious objects, collectors' items;
- 5.20. items of any kind being brought for, or intended for, humanitarian gifts;
- 5.21. glasses (lenses and frames), contact lenses, prostheses and aids of all kinds, unless they are destroyed or damaged on the occasion of Accidental Bodily Injury to the Insured Person;
- 5.22. animals;
- 5.23. all vehicles or motorised equipment, along with their accessories, recreational vehicles, and travel trailers;
- 5.24. recreational sail or motor craft, including jet-skis;
- 5.25. computer equipment, portable telephones.

## 6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

He must:

- **In the event of theft:** file a formal complaint, within 48 hours, with the police authorities closest to the scene of the crime.
- **In the event of damage:** obtain a written report of the damage produced by a competent authority or, failing this, by a witness.
- **In the event of loss or destruction by a Transportation Company:** you must imperatively and immediately have a Property Irregularity Report (P.I.R.) drawn up by that company's qualified employees.

In all cases, he must:

- take all steps to limit the consequences of the Incident;
- **declare the Claim to the Insurer, within five (5) business days** of having knowledge of it, except in the event of exceptional circumstances or force majeure; this time period is reduced to 48 hours in the event of theft.



To facilitate the claim and optimise processing of the case, we recommend reporting the insured loss on the following website: <https://indemnisations.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

- For the stays reserved from Pierre et Vacances:
  - on 01 42 99 08 92
  - if the Insured Person is outside France: on +33 1 42 99 08 92

After this time period, if the Insurer incurs a loss because of the Insured's late declaration, he/she loses all right to an indemnity;

## 7. DOCUMENTATION TO BE PROVIDED

The Insurer will inform the Insured Person of the information required for a file to be set up, and the Insured Person will send the Insurer the documents supporting his/her request, particularly:

INSURED EVENTS	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• <b>IN ALL CASES</b></li></ul>	<ul style="list-style-type: none"><li>• the confirmation of the Trip booking,</li><li>• bank identification details,</li><li>• after assessment of the file, any other proof requested by Mondial Assistance.</li></ul>

# TRAVELLER ASSISTANCE (PASS INTEGRAL)

### DEFINITIONS SPECIFIC TO THIS COVERAGE:

**ACCOMMODATION COSTS:** additional hotel costs and cost of telephoning Mondial Assistance, excluding food and beverage costs.

**EMERGENCY DENTAL FEES:** emergency dental care, as defined by the Mondial Assistance Medical Department.

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

**FUNERAL COSTS:** costs relating to primary conservation, handling, placing in a coffin, specific arrangements for transportation, conservation made compulsory by local laws, simplest coffin and packaging, required for transportation and complying with local laws, excluding burial, embalming and ceremony costs.

**IMMOBILISATION:** the requirement to stay completely at Home, or at the place of residence during the trip, following a visit by a Physician and the issue of a medical certificate

**JOURNEY:** route taken to or from the destination indicated on the ticket or the Trip booking form, irrespective of the type or number of separate types of transport involved.

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

**OFF-PISTE SPORTS:** practising a snow sport in areas not marked out, monitored or prepared by the security services of the winter sport resorts.

**RESCUE COSTS:** cost of transportation following the Chance Event (while the Insured Person is located) from the place where the Chance Event occurred to the closest medical facility.

**SEARCH COSTS:** costs of operations undertaken by civil or military search and rescue organisations or specialist public or private organisations, who set out specially for the purpose of searching for the Insured Person in a place that has no organised rescue services in the vicinity.

**SKI AREA:** system of ski trails, including marked trails, defined by a municipal by-law, and the off-piste area

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.



## Advice to travellers:

- **Before the trip:**
  - check that the policy covers the chosen destination and the planned length of the Trip;
  - make inquiries on the mandatory identity documents for entering the country being visited (identity card, passport, visa) and on its health conditions; take the necessary documentation (vaccination record, medical insurance);
  - from your Medical Benefit Fund, get the documents you will need take for covering medical expenses during the Trip: European Health Insurance Card or a specific form, depending on the country.
  - if the Insured Person is following a treatment, take more than enough medication with you in case of a delayed return, specifically;
- **During the trip:**
  - keep medication and prescriptions in your hand luggage so as to avoid interrupting treatment if the baggage you check with the transportation company is delayed or lost;
  - keep photocopies of both sides of your identity documents separate from your debit and other payment cards. These photocopies will be useful in the event of loss or theft.



### IMPORTANT

- **Minors:**

Certain types of stays or certain destinations are inappropriate for very young children. In view of the risks of their being affected by the length and conditions of the travel, the health situation, or even the climate, it is advisable to consult your family physician or paediatrician when planning the trip.

Each travelling minor must be provided with identity papers that are in order. In addition, when travelling without his/her parents or of the person holding parental authority, he/she must be in possession of **signed administrative authorisation to leave the country**.

In all cases, in the event that a minor is to be repatriated, Mondial Assistance cannot be held liable for any delay that may be required to legalise his administrative situation.

- **Pregnant women:**

Because of the risks that can endanger the health of women in an advanced state of pregnancy, airlines have restrictions that vary according to the company, and that are subject to change without notice: medical examination no more than 48 hours before departure, presentation of a medical certificate, request for medical permission from the company, etc.

If necessary, and if provided for in their policy, assistance companies arrange and pay for air transportation on the express condition that the physicians and/or airlines do not preclude this.

## 1. ASSISTANCE SERVICES

### Assistance during the trip

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

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

##### 1.1. Repatriation Assistance

If the Insured Person's state of health requires him to be repatriated, Mondial Assistance offers the following assistance:

- **Arranging and paying for the repatriation of the Insured Person to his Home or transportation to a hospital**

Mondial Assistance arranges and pays for the return of the Insured Person to his Domicile in Europe or transportation to the hospital that is closest to the home of the Insured Person and/or is the most suitable to provide the care required by his state of health.

In such a case, if the Insured Person so wishes, Mondial Assistance can then organise the return trip to his/her Domicile in Europe, as soon as the Insured's state of health so allows.

- **Arranging and paying for the return of an insured travel companion**

When the repatriation of the Insured Person takes place more than 24 hours before his/her initial return date, Mondial Assistance will, once its medical department agrees to this, arrange and pay for a the return to the Domicile for one of the insured persons travelling with him/her, provided that the means initially provided for his/her return trip cannot be used or changed.

- **Arranging for returning the accompanying animal of the Insured Person**

Mondial Assistance arranges the transportation, by a professional, of the accompanying animal (dogs and cats, **excluding any other animal**), for the return home of the Insured Person, up to the limit shown in the Cover Table.

The animal affected must have received all the necessary vaccinations.

**The dogs referred to in the Order of 27/04/99 establishing the list of types of dogs liable to be dangerous are excluded.**



## IMPORTANT

Decisions will be made purely in consideration of the medical interests of the Insured Person and are the sole province of the Mondial Assistance physicians acting in concert with local practising physicians.

The Mondial Assistance Physicians will consult with local medical institutions and, if necessary, with the Insured Person's own regular Physician, in order to gather the information that will enable the most appropriate decisions to be taken in respect of his/her health.

The repatriation of the Insured Person will be decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practise their professional activity.

Only the medical interests of the Insured Person and compliance with health laws in effect are taken into consideration when making decisions regarding transportation, the methods of transportation, and the place of any possible hospitalisation.

If the Insured Person refuses to comply with the decisions taken by the Mondial Assistance medical department, he absolves Mondial Assistance of any liability in relation to the consequences of such an initiative, particularly in cases involving returning by his own means or also in the event that his state of health worsens, and loses all rights to services and indemnification from Mondial Assistance.

Moreover, Mondial Assistance cannot in any event perform the function of local emergency organisations.

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

#### • Arranging and paying for the return of the Insured Person's minor children

When the Insured Person's state of health is such that repatriation is required, Mondial Assistance will, following agreement with its medical department, arrange and also pay the transportation costs for returning Home any of his minor children who were travelling with him if there is no other adult family member present with them at the location.

#### • Paying the return travel costs of a travel companion for returning the Insured Person's minor children

When the Insured Person is hospitalised Overseas, and at least one minor children was accompanying him with no adult family member present with him at the location, Mondial Assistance will pay the cost of a return Journey for a person of his choice who resides in Europe.

**The costs for accommodation, meals and beverages for the person selected to return the children will be borne by the Insured Person.**

### 1.3. A visit from a friend or relative in the event that the Insured Person is hospitalised at the location

If the Insured Person is hospitalised locally for **more than 3 days, or more than 48 hours if he/she is a minor or disabled and is not accompanied by another adult family member during his/her stay**, Mondial Assistance will pay the costs for a member of his/her family to reach the hospital bedside:

- Mondial Assistance arranges and pays for the round Trip of a family member living in Europe so that he/she can get to the bedside of the Insured;
- Mondial Assistance will, on presentation of receipts and up to limit shown in the Cover Table, reimburse the accommodation costs incurred by such person **until the date on which the Insured Person is repatriated, or is discharged from hospital if he/she can continue his/her Trip.**

**This benefit is not additional to the «Coverage for organising and paying for the return of insured travel companions».**

### 1.4. Charges for emergency hospitalisation Overseas

#### • When the Insured Person is affiliated with a basic health insurance plan, or an insurance or services organisation:

In the event of Accidental Bodily Injury and/or Illness requiring the Insured Person to be hospitalised abroad, Mondial Assistance will pay for unforeseen emergency hospitalisation costs, following consultation with its medical department and up to the limits shown in the Cover Table. In this situation, the Insured Person must take all the necessary steps to have these costs reimbursed by his basic health insurance plan, insurance company, or any insurance or services organisation and **immediately reimburse Mondial Assistance for all amounts that were received.**

Otherwise, Mondial Assistance will be entitled to claim for costs and interest at the statutory rate.

**In order to receive this service, the Insured Person must absolutely belong to a primary health insurance plan.**

**This service ceases on the date on which the Mondial Assistance medical service considers the repatriation of the Insured Person to be possible.**

#### • When the Insured Person is not affiliated with a basic health insurance plan, or an insurance or services organisation:

— In the event of an Accident and/or Illness requiring the Insured Person to be hospitalised Overseas, Mondial Assistance will pay in advance for unforeseen emergency hospitalisation costs, for the care prescribed in agreement with the Mondial Assistance medical department and up to the limits shown in the Cover Table.

In this case, the Insured Person undertakes to repay this advance to Mondial Assistance within three months of the date of his/her return from the Trip. After this period, Mondial Assistance will be entitled to claim the advance amount paid and, in addition, costs and interest at the statutory rate.

This advance is subject to being documented in a promissory note.

**This service ceases on the date on which the Mondial Assistance medical service considers the repatriation of the Insured Person to be possible.**

### 1.5. Reimbursement of emergency medical costs settled Overseas by the Insured Person

**To receive these reimbursements, the Insured Person must belong to a primary health insurance plan covering him for medical costs occurring Overseas for the entire duration of this policy.**

**The Insured Person must be able to provide to Mondial Assistance the original reimbursement statements or letters of refusal from the health insurance organisation to which he belongs.**

Up to the limits shown in the Cover Table and after deduction of the Excess shown in that same table:

• **Reimbursement of costs for which the Insured Person remains responsible (excluding dental costs)**

When the Insured incurs prescribed medical or hospitalisation expenses Overseas, Mondial Assistance will reimburse the costs for which he/she remains responsible (excluding dental costs) after payment by his/her basic health insurance plan, health insurance, or any insurance or benefits organisation.

• **Reimbursement of emergency dental costs remaining the responsibility of the Insured Person**

Mondial Assistance will also reimburse the Insured Person for Emergency Dental Care Costs incurred Overseas, which remain payable by him following payment by his basic health insurance plan, health insurance company, or any insurance or benefits organisation.

**1.6. Continuation of curtailed Trip**

**When the vehicle enabling the Insured Person and members of his family or his insured travel companion to reach the holiday location breaks down or is immobilised**, Mondial Assistance arranges and pays for or reimburses to the Insured Person the travel costs incurred by him and the insured members of his family or his insured travel companion, in order to resume the curtailed Trip, up to the sums that Mondial Assistance incurred for their journey to their holiday location.

**1.7. Search and/or rescue costs**

On receipt of the original invoice paid by the Insured Person, Mondial Assistance reimburses the Insured Person the Search and/or Rescue Costs for the operations carried out at the time the Insured Person disappeared or sustained Accidental Bodily Injury, up to the limit shown in the Cover Table.

**1.8. Search and/or rescue costs on piste**

In the context of practising his sports or leisure activity, Mondial Assistance will arrange and pay for the Search and/or Rescue Costs for the operations carried out at the time the Insured Person disappeared or sustained Accidental Bodily Injury, up to the limit shown in the Cover Table.

**1.9. Search and/or rescue costs off-piste**

When the Insured Person goes off-piste, Mondial Assistance will reimburse the Search and/or rescue costs incurred, up to the limit shown in the Cover Table, on receipt of the original receipt paid.

**This benefit is only obtained when the Insured Person is accompanied by a high mountain guide or ski instructor and that they stay in the Ski area.**

**1.10. Assistance in the event of the death of the Insured Person**

In the event of the death of the Insured Person, Mondial Assistance will arrange and pay for:

- **transportation of the body** from the place where it is placed in the coffin to the funeral parlour or Home of the deceased person or his/her family in Europe,
- **funeral expenses**, up to the limit shown in the Cover Table,
- **additional expenses for the transportation of the insured members of the deceased person's family or an insured person travelling with the deceased person**, providing that means of returning to Europe can no longer be used on account of this death.

**1.11. Psychological support**

Mondial Assistance makes available to the Insured Person its telephone help and support line, up to the limit stated in the Cover Table, in the event of significant shock after an insured «Illness or Accidental Bodily Injury».

The Insured Person must apply for this himself to the medical department of Mondial Assistance.

**1.12. Providing a driver for the return of the Insured Person's vehicle**

**When following a covered «Illness or Accidental Bodily Injury», the state of health of the Insured Person prevents him from driving his vehicle back to his Home in Europe and when none of the passengers accompanying him can replace him**, Mondial Assistance will provide a driver to return the vehicle to his Home in Europe by the quickest route.

**The Insured Person's board and lodging costs, as well as the costs of fuel, tolls and parking, are the responsibility of the Insured Person.**

**The costs of parking and garaging the vehicle awaiting its return are the responsibility of the Insured Person**

**This cover is provided to the Insured Person if his car is in perfect working order, complies with the rules of the national and international highway code and meets the mandatory technical inspection standards.**

► **Legal assistance:**

**1.13. Legal assistance Overseas**

• **Reimbursement of lawyers' fees**

When legal action is initiated against the Insured Person following an Accident occurring during his Trip, Mondial Assistance reimburses him the cost of his lawyer's fees, on presentation of receipts and up to the limit stated in the Cover Table and, provided that:

- the lawsuit is not related to his professional activity,
- the lawsuit does not relate to using or keeping a land motor vehicle,
- the actions with which he is charged are not, under the laws of the country where he is staying, subject to criminal penalties.

• **Advance for bail**

If the Insured Person is imprisoned or threatened with imprisonment, provided that these proceedings are not motivated by:

- the trafficking of narcotics and/or drugs,
- participation in political movements,
- any voluntary infraction of the legislation of the country where he is staying,

Mondial Assistance will advance, up to the limit shown in the Cover Table, the legally required amount of bail. In this event, the Insured Person has three months from the date on which the amount was deposited to repay this advance to Mondial Assistance.

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

This advance is subject to being documented in a promissory note.

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

### 1.14. Early return assistance

Mondial Assistance arranges and pays for this, provided that the initially provided means for the Insured Person's return to Europe cannot be used:

- either returning the Insured Person to his Home as well as, if necessary, one family member traveling with him who is insured under this policy, as a travel companion.
- or a round Trip for a person insured under this policy and appearing on the same reservation form.

The Insured Person can receive this service in the following situations:

- **In the event of an Illness or Accidental Bodily Injury involving Emergency Hospitalisation, which starts during the Insured Person's stay** and which, in the opinion of our medical department, is life-threatening for him, his spouse, common law partner, or civil union partner, one of his direct ascendants or descendants, brothers or sisters, or a legal guardian or ward who is not taking the Trip;
- **in order to attend services following the death** of his/her spouse, common law partner or civil union partner, or of one of his direct ascendants or descendants, or those of his spouse, common law partner or civil union partner; of his brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, parents-in-law, a legal guardian or ward, who are not taking the Trip and live in Europe;
- **In the event of property damage**, as a result of a burglary with Break-in, a fire, water damage, or climate event, making his presence locally essential for protective measures and administrative procedures to be undertaken, and affecting:
  - his primary or secondary residence,
  - his farming business,
  - his business operations when the Insured Person is a trades person, trader, business manager or in a regulated profession.

### 1.15. Making available medication prescribed before Departure

**When, after a loss, theft, or baggage delay; or following the extension of the trip in agreement with the assistance platform, the Insured Person during his stay Overseas, needs medication:**

- prescribed before his Departure;
- indispensable to a current treatment,
- and unavailable at the location of the stay,

Mondial Assistance can assist as follows:

- either Mondial Assistance seeks and makes available to the Insured Person equivalent medication, subject to the agreement of the prescribing Physician when necessary.
- or Mondial Assistance sets in place a system allowing him to follow the treatment he needs.

**Mondial Assistance may not be held liable for delays attributable to the transportation companies that were contacted for shipping the medication, or for any possible unavailability of the medication.**

The Insured Person undertakes to reimburse Mondial Assistance for these drugs within a period of three months from the date they are received. After this time period, Mondial Assistance will be entitled to claim expenses, and in addition, interest at the statutory rate.

### 1.16. «Unforeseen» assistance

- **Theft of the Insured Person's identity papers, means of payment, travel tickets**

In the event of theft of the Insured Person's identity papers, means of payment and/or travel tickets, Mondial Assistance may:

- advise him on the steps to be taken;
- if the Insured Person no longer has any means of payment,
  - advance him funds for an amount that does not exceed the limit stated in the Cover Table,
  - organise his return or the continuation of his Trip, **with the expenses incurred being payable by the Insured Person.**

In such a case, the Insured Person has three (3) months from the date on which the funds were made available or from the date of his return, to repay to Mondial Assistance this advance or the expenses incurred by it on behalf of the Insured Person.

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

This advance is subject to being documented in a promissory note.

\* communication with the insured party's family

If the Insured Person is unable to contact his family, if he can manage to contact the Insurer, the Insurer will transmit his urgent messages to his family.

## Assistance after the trip

### 1.17. Additional assistance to persons

If, during his Trip, the Insured Person contracts an Illness or has an Accidental Bodily Injury which leads to his repatriation then Immobilisation, Mondial Assistance provides the Insured Person with additional services, subject to him requesting these services within fifteen (15) days of his return Home.

**These services are provided in Metropolitan France only and from Monday to Saturday (excluding public holidays), from 8.00 a.m. to 7.00 p.m. Unless mentioned otherwise, setting up assistance services at Home may require advance notice of half a business day.**

The services proposed to the Insured Person are the following:

- **Home health carer**

In the event of immobilisation for over two (2) days during the Insured Person's return Home, Mondial Assistance arranges and pays for sending a home health carer, to his bedside, up to the limit fixed in the Cover Table.

The home health carer cannot replace a healthcare professional such as a nurse or doctor, to provide medical care.

- **Delivery of medication**

In the case of issuance of a prescription requiring the purchase of essential medication, when the Insured Person is unable to move:

- using the prescription that the Insured Person sends, Mondial Assistance will take the steps necessary to fetch, purchase and bring the medication to his Home, subject to it being available in pharmacies,
- Mondial Assistance advances the cost of the medication, and the Insured Person will reimburse it when it is brought to him. Mondial Assistance will pay the costs of the delivery service.

- **Delivery of meals**

When the Insured Person is unable to leave his Home:

- Mondial Assistance arranges and pays for, subject to local availability, the delivery of meals in the form of packs of five (5) or seven (7) «breakfasts + dinners» up to the limit in the Cover Table.

This service is set in place within four (4) working days at the most. This service is not provided in Corsica, and is not available on Saturdays.

In regions not served, or when the meal pack is not suitable, Mondial Assistance may propose the intervention of a home carer to prepare the meals the Home of the Insured Person.

- **Shopping delivery service**

When the Insured Person is unable to leave his Home:

- Mondial Assistance organises and pays for the shopping delivery service, subject to local availability, for the duration stated in the cover and excess amounts table, up to one delivery a week.

The Insured Person must be available in order to supply the funds and the list of the wished products. The cost of the shopping is payable by the Insured Person.

- **Housework help**

If the Insured Person cannot carry out the usual household tasks, Mondial Assistance will find, contract and pay for housework support, subject to local availability, within the time limits stated in the Cover Table, over four (4) weeks.

- **Child minder**

If the Insured Person has dependent children or grandchildren under the age of sixteen (16) years, living in his Home:

- either, Mondial Assistance arranges and pays for their care at the Home of the Insured Person between 8.00 a.m. and 7.00 p.m. for a period of two (2) hours as a minimum, Monday to Friday, subject to local availability, for the duration stated in the Cover Table.

This service is carried out by a family worker, a child care assistance or a carer. The person may, if no relative is available to help, take the children to school or to nursery and bring them home;

- or, Mondial Assistance pays for a return ticket (train or plane) for a relative of the Insured Person residing in Europe, so that they can come to your home to look after them;
- or, Mondial Assistance pays for a return ticket (train or plane) for the Insured Person's children so that they can travel to one of your relatives living in Europe. An attendant contracted by the services of Mondial Assistance will accompany them.

- **Learning support in the main academic subjects**

If, following an illness or Accidental Bodily Injury, the minor Insured Person, attending school, is immobilised for a period of more than fourteen (14) consecutive days, and cannot attend school for that period, Mondial Assistance will arrange and pay for private tuition with a tutor, subject to local availability, for the amounts provided for in the Cover Table.

The service applies for children in primary or secondary school, from the first day of immobilisation and for the effective duration of the current school year, on regular school days, except Saturdays.

It ends once school restarts and in any case, at the end of the academic year.

Setting this service in place may take two (2) working days.

**This service is not applicable in the event of school phobia.**

The service may also be set in place in the event of hospitalisation of the child resulting in absence from school for more than fourteen (14) consecutive days, subject to the express consent of the care establishment and obtaining parental authority and, if required, discharge of responsibility.

Mondial Assistance shall then intervene in addition to any indemnities paid by the health insurance agency.

- **Pet minder**

Mondial Assistance pays:

- either for the care outside the Insured Person's Home, by a professional, of the pets of the Insured Person (dogs and cats, excluding any other animal), subject to them having received the necessary vaccinations.

**The dogs referred to in the Order of 27/04/99 establishing the list of types of dogs liable to be dangerous are excluded.**

Kennel and food costs are covered up to the limit featuring in the Cover Table;

- or for the transportation of the animal, by a professional, to the home of a friend or relative, named by the Insured Person, living in Metropolitan France and within a radius of one hundred (100) kilometres at the most of the Insured Person's Home.

These two (2) services may not be combined.

## 2. COVER EXCLUSIONS

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

- For all types of assistance cover:
  - 2.1. expenses incurred without the prior approval of the assistance department of Mondial Assistance;
  - 2.2. the consequences of events in countries excluded from this policy;
  - 2.3. the consequences of any incident related to air travel booked by the Insured Person, operated by an airline that is blacklisted by the European Commission, regardless of its point of origin and destination.
  - 2.4. the consequences of pre-existing injuries, or illnesses, diagnosed and/or treated, as well as elective surgery, that required a continuous or one-day hospitalisation, or outpatient treatment, in the six (6) months prior to the assistance request;
  - 2.5. the consequences of an non-stabilised ailment being treated and from which the Insured Person is still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
  - 2.6. the potential consequences (check-up, additional treatment, recurrence) of an illness which gave rise to a previous repatriation;
  - 2.7. arranging and paying for transportation referred to in Article 1.1 «Repatriation Assistance» for minor ailments or injuries that can be treated at the location and do not prevent the Insured Person from continuing the Trip;
  - 2.8. voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, as well as pregnancies leading to hospitalisation in the six (6) months prior to the assistance request;
  - 2.9. the consequences:
    - of infectious risk situations within the context of an epidemic,
    - of exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, or neurotoxic agents or agents with residual neurotoxic effects,which require a quarantine period or specific preventive or monitoring measures by the local and/or national health authorities of the country where the Insured Person is staying;
  - 2.10. the participation of the Insured Person in any sport as a professional or under a paid contract, including preparatory training;
  - 2.11. the failure of the Insured Person to comply with official prohibitions and safety rules related to the practice of a sports activity;
  - 2.12. the consequences of an Accidental Event occurring at the time the Insured Person is participating in an air sport, or one of the following sports: skeleton, bobsled, ski jump, mountaineering at higher than 3,000 metres, rock-climbing, scuba diving, spelunking, bungee jumping, parachuting;
  - 2.13. expenses not expressly mentioned as giving rise to reimbursement, in addition to any expense for which the Insured Person is unable to provide a receipt.
- Under the «Emergency Hospitalisation Costs Overseas» and «Reimbursement of emergency medical costs paid Overseas by the Insured Person» coverage, the following are also excluded:
  - 2.14. the costs of thermal spa treatment, heliotherapy, weight-loss treatments, any elective cosmetic cure or treatment, physiotherapist fees, as well as the costs of care or treatments not resulting from a medical emergency;
  - 2.15. fees for implanting internal, ocular, dental, hearing, functional, or other prostheses as well as the cost of the equipment;
  - 2.16. vaccination costs;
  - 2.17. the costs resulting from care or treatment, the therapeutic nature of which is not recognised by French law.

## 3. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

### 3.1. To request assistance

The Insured Person or a third party should contact Mondial Assistance:



by telephone 24 hours a day, 7 days a week:

**For the stays reserved from Pierre et Vacances:**

- on 01 42 99 08 65
- or if the Insured Person is outside France: on +33 1 42 99 08 65

He will immediately be given a file number and should inform the assistance representative of:

- his policy number
  - his address, the telephone number where he can be reached, as well as the contact details of the persons who are assisting him,
- and allow the Mondial Assistance Physicians to access all relevant medical information on the person who needs help from Mondial Assistance.

### 3.2. To request reimbursement

In order to receive a reimbursement of expenses paid by the Insured Person with the agreement of Mondial Assistance, the Insured Person must submit to Mondial Assistance all the supporting documents that will enable the company to determine the validity of the claim.



- either by e-mail to: [remboursement.assistance@votreassistance.fr](mailto:remboursement.assistance@votreassistance.fr)
- or, by mail to the address given in article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions.
  - or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):  
on 01 42 99 08 83, or on +33 1 42 99 08 83 if the Insured is outside France

Services that were not requested in advance and were not arranged by Mondial Assistance services are not reimbursable and will not be indemnified.

#### 4. THE SCOPE OF MONDIAL ASSISTANCE SERVICES

We act in compliance with national and international laws and regulations and our services are subject to the necessary approval being obtained from the competent administrative authorities.

Moreover, Mondial Assistance cannot be held liable for delays or hindrances to the performance of the agreed upon services as a result of force majeure, or events such as strikes, riots, notable political instability, reprisals, embargoes, economic sanctions, popular movements, restrictions on free circulation of goods and persons, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source Natural Disasters or any other exceptional circumstances.

#### 5. DOCUMENTATION TO BE PROVIDED

Based on the assistance services implemented, Mondial Assistance will inform the Insured Person of the documentation to be furnished to support the request:

INSURED SERVICES	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• <b>Traveller Assistance</b></li></ul>	<ul style="list-style-type: none"><li>• the original used or unused tickets, including boarding passes for flights,</li><li>• if applicable, a death certificate,</li><li>• if applicable, the copy of an official administrative document proving parental relationship to the beneficiary,</li><li>• any other proof requested by Mondial Assistance.</li></ul>

## LATE ARRIVAL (PASS INTEGRAL)

#### 1. PURPOSE OF THE COVER

The Insurer covers late arrival up to the limit shown in the Cover Table.

The late arrival is caused by an unforeseeable and unavoidable event out of the Insured Person's control, **in the 24 hours preceding the initially scheduled arrival of the Insured Person in the site of the stay.**

Late arrival at the site of the stay means the arrival of the Insured Person at the site of the stay over 24 hours after the initial date scheduled in the covered rental listed on the booking form for the Insured Person's Stay.

The coverage applies exclusively when the duration of the stay is over five (5) days.

By event unforeseeable, unavoidable and independent of the will of the Insured Person, any event is meant such as:

- death
- illness
- accident
- accidental bodily injury
- family events
- theft of papers
- professional or academic events
- property damage
- any other accidental event.

#### 2. AMOUNT COVERED

The Insurer shall cover the Insured Person up to the sum indicated in the Cover Table.

The amount of the cover shall under no circumstances be larger than the cancellation costs of the Stay.

This cover is valid provided that the insured person has left a sufficient margin of time for the departure of the means of transport used to arrive at the site of the stay.

Sufficient margin shall mean:

- **If the Trip is made by road, the duration of the journey between the Home and the accommodation, increased by at least 20 minutes,**
- **If the Trip is made by train, the duration of the journey between the Home and the station of departure for the Trip, increased by at least 20 minutes (if changing trains, the sufficient margin is that provided by the rail networks).**
- **If the Trip is made by plane, the duration of the journey between the Home and the arrival airport, increased by at least 20 minutes (the time for checking in and boarding are not counted).**

### 3. COVER EXCLUSIONS

Exclusions common to all types of cover are applicable.

In addition, circumstances are excluded and cannot result in the Insurer's intervention, nor be subject to compensation of any sort, resulting from:

- of events of which the Insured Person had consciousness at the time of taking out this policy;
- events of which the Insured Person was aware when booking the Stay until the departure date.

### 4. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must then report the insured event to the Insurer within five (5) working days of the day of his knowledge thereof, except in the case of exceptional circumstances or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the insured loss on the following website: <https://indemnisat.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

- For the stays reserved from Pierre et Vacances:
  - on 01 42 99 08 92
  - if the Insured Person is outside France: on +33 1 42 99 08 92

After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.

### 5. DOCUMENTATION TO BE PROVIDED

The Insurer will advise the Insured Person of the information needed to make the claim declaration and the latter will then be required to supply the Insurer with any documents and information to serve as proof of the reason for his late arrival and allow the amount of indemnity due to him to be assessed.

If the reason for the late arrival is medical, the Insured Person may, if he so wishes, send the medical details in an envelope marked «Confidential» for the attention of MONDIAL ASSISTANCE's medical advisor.

In addition, the following supporting documents should be provided:

INSURED EVENTS	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• IN ALL CASES</li></ul>	<ul style="list-style-type: none"><li>• confirmation of booking of the insured services,</li><li>• bank identification details,</li><li>• after assessment of the file, any other documentation requested by Mondial Assistance.</li></ul>

## HOLIDAY CURTAILMENT (PASS INTEGRAL & PASS MALIN)

### DEFINITION SPECIFIC TO THIS COVERAGE:

**HOLIDAY CURTAILMENT:** early interruption of the Trip following a covered event.

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.

### 1. PURPOSE OF THE COVER

The Insurer covers, up to the limits in the Cover Table, payment of an indemnity in the event that the Insured Person's stay is interrupted after one of the following events:

- the medical repatriation of the Insured Person arranged by Mondial Assistance or by another assistance company,
- early return of the Insured Person following an event covered by Article 1.14 of the Traveller Assistance coverage, and arranged by Mondial Assistance or another assistance company,
- hospitalisation of the Insured Person abroad, provided that this has been validated by Mondial Assistance or another assistance company.

### 2. AMOUNT COVERED

The indemnity is calculated from the day before the occurrence of one of the events referred to in Article 1. The purpose of the coverage (medical repatriation, early return, hospitalisation at the location).

The indemnity is proportional to the number of unused days in the Trip/stay and the number of insured persons who actually left the area of the stay during the period in question.

The following will be deducted on the basis of the calculation: administrative fees, service charges, visa costs, tips, the insurance premium, and any reimbursements or compensations granted by the Approved Organisation or Intermediary of the Trip.



The Indemnity is paid up to the limits shown in the Cover Table per insured person, without, however, exceeding the Limit per Event.

The basis for calculating the indemnity varies based on the type of insured service:

• **For hotel accommodation and rental accommodation:**

The Indemnity is calculated based on the price of the insured rental property, up to the limit per person and per event shown in the Cover Table, on the understanding that the rental property has been completely vacated.

The Insurer also pays for the housekeeping costs for the end of the stay, whether or not initially scheduled, up to the limit per rental and per event shown in the Cover Table, on the understanding that the rental property has been completely vacated.

• **For flight-only arrangements**

The indemnity corresponds to the price of the unused return ticket, up to the limit shown in the Cover Table. When the original plane ticket is used for repatriation of the Insured Person, the latter is indemnified up to the limit provided for flight only arrangements.

The indemnity paid for flight only arrangements cannot be combined with indemnities paid for other types of service.



**IMPORTANT**

When the stay is interrupted by the hospitalisation of the Insured Person at the location:

- Any insured travel companions who continue to occupy the rental premises will be indemnified beginning the day following their actual repatriation.
- Any insured travel companions who had to leave the rental premises and who received payment for their additional Accommodation Costs under Traveller Assistance coverage, will be indemnified under the same conditions as the Insured Person.

### 3. COVERAGE EXCLUSIONS

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

- 3.1. all events not stipulated in Chapter 1. «Purpose of the Coverage»;
- 3.2. epidemics, local health conditions, natural or human pollution; or a climate or weather-related, or natural event;
- 3.3. Natural Disasters occurring Overseas caused by the abnormal intensity of a natural agent and those natural disasters that are subject to the procedure referred to in Act 82-600 of July 13, 1982.

### 4. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

4.1. Before arranging for his/her return, the Insured Person must call Mondial Assistance for prior approval of the Holiday Curtailment.



by telephone 24 hours a day, 7 days a week:

**For the stays reserved from Pierre et Vacances:**

- on 01 42 99 08 65
  - or if the Insured Person is outside France: on +33 1 42 99 08 65
- 24 heures sur 24 et 7 jours sur 7

A file number is then given to him/her.

4.2. Then the Insured Person must file a claim for reimbursement for services not used on account of this interruption:



• **either by e-mail to: [remboursement.assistance@votreassistance.fr](mailto:remboursement.assistance@votreassistance.fr)**

• **or, by mail to the address given in article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions.**

• **or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone): on 01 42 99 08 83, or on +33 1 42 99 08 83 if the Insured is outside France**

### 5. DOCUMENTATION TO BE PROVIDED

Mondial Assistance will send the Insured Person necessary information to file the Claim, and he/she must provide Mondial Assistance with all documents and information enabling the claim to be proved and the amount of loss to be assessed, particularly:

INSURED EVENTS	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• <b>IN ALL CASES</b></li></ul>	<ul style="list-style-type: none"><li>• the invoices of the Organisation or Authorised Representative of the Trip,</li><li>• bank identification details,</li><li>• the original used or unused return tickets,</li><li>• the file number set up for the Insured Person when obtaining Mondial Assistance's agreement to curtail the stay,</li><li>or</li><li>• the intervention certificate from another assistance company specifying the reason for the intervention,</li><li>• after assessment of the file, any other documentation requested by Mondial Assistance.</li></ul>

# CURTALMENT OF A SPORT ACTIVITY OR LEISURE AND SNOW ACTIVITY (PASS INTEGRAL & PASS MALIN)

## DEFINITIONS SPECIFIC TO THIS COVERAGE:

**EXCEPTIONAL CLIMATIC EVENTS:** climatic and meteorological events consisting in an unexpected change in the following atmospheric conditions: temperature, sunshine, precipitation, humidity, wind speed; featuring a drought, flood, heatwave, storm, thunderstorm, cold and hot front, torrential rain, snowfall or hail, the intensity of which is such that this event destroys or deteriorates several well-constructed buildings or access road in the destination area of the insured service.

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.

## 1. PURPOSE OF THE COVER

The Insurer covers, up to the limits shown in the Cover Table, the payment of an indemnity proportional to the number of unused days of the Sport or Leisure and Snow Activity package, when the Insured Person has to curtail the carrying out of the insured Sport or Leisure and Snow Activity package under this policy owing to one of the following events:

- the **medical repatriation** of the Insured Person arranged by Mondial Assistance or by another assistance company,
- an **Illness or Accidental Bodily Injury** of the Insured Person preventing him from practising the insured Sports or Leisure and Snow Activity,
- one of the following **exceptional climatic events**; storms, hurricanes or cyclones preventing the Insured Person from practising the activity planned during the stay provided that the curtailment to the activity is longer than three (3) consecutive days,
- **Lack or excess of snow**, when it occurs for at least two (2) consecutive days of your insured stay, in resorts located at an altitude of over 1,500 metres, between the 3rd Saturday of December and the 2nd Saturday in April, and entails the closure of a minimum of 2/3 of the ski pistes normally in service on the location of your stay;
- **Exceptional climatic event** which, for at least two (2) consecutive days of your insured stay, in resorts located at an altitude of over 1,500 metres, between the 3rd Saturday of December and the 2nd Saturday in April, entails the closure of a minimum of 2/3 of the ski pistes normally in service on the location of your stay.
- **Loss or theft of ski passes** during the insured stay.

## 2. THE AMOUNT AND MEANS OF COMPENSATION

The indemnity is proportional to the number of the unused days of the sports or leisure and snow activities package.

It is due from the day following the full cessation the insured activities.

It is calculated on the basis of the total price per person of the sport or leisure and snow activity package, up to the limit stated in the Cover Table.

In terms of the practice of snow-related activities, ski passes, ski lessons and the ski equipment rental are considered a single activity. The compensation conditions are as follows:

### • For ski passes:

The Insurer reimburses the ski pass up to the limits stated in the Cover Table, on a pro rata basis.

### • For ski lessons:

The Insurer reimburses the insured, unused ski lessons, up to the limits set out in the Cover and Excess Amounts Table, from the same day as one of the events covered in article 1. «Purpose of the Coverage»;

The administrative costs of tips and insurance premium shall be deducted from the indemnity.

### • For the rental of the ski equipment:

The Insurer reimburses the rental of the ski equipment, up to the limits set out in the Cover and Excess Amounts Table, on a pro rata basis.

Deductions shall be made from the indemnity for expenses for administration, insurance, tips and reimbursements or compensation paid by the approved Organisation or Intermediary from which the Insured Person purchased his Sports or Leisure and Snow Activity package.

## 3. COVERAGE EXCLUSIONS

In addition to the exclusions that are common to all types of cover, the consequences of the following circumstances and events are also excluded: all events not stipulated in Chapter 1. «Purpose of the Coverage»;

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

- 4.1. Before arranging for his/her possible return, the Insured Person must call Mondial Assistance for prior approval of the curtailment of the sport or leisure and snow activity:



by telephone 24 hours a day, 7 days a week:

**For the stays reserved from Pierre et Vacances:**

- on 01 42 99 08 65
- or if the Insured Person is outside France: on +33 1 42 99 08 65

A file number is then given to him/her.

**4.2. Then, the Insured must file a claim for reimbursement for services not used on account of this interruption:**



- either by e-mail to: [remboursement.assistance@votreassistance.fr](mailto:remboursement.assistance@votreassistance.fr)
- or, by mail to the address given in article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions.
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone): on 01 42 99 08 83, or on +33 1 42 99 08 83 if the Insured is outside France

**5. DOCUMENTATION TO BE PROVIDED**

The Insurer will send the Insured Person the necessary information for filing his/her Claim, and the Insured Person must provide the Insurer with all documents and information enabling the claim to be proved and the amount of loss to be assessed, particularly:

INSURED EVENTS	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• <b>IN ALL CASES</b></li></ul>	<ul style="list-style-type: none"><li>• The receipt of the insured trip</li><li>• The receipt of the Sports or Leisure and Snow Activity (including, for snow: lessons, ski passes and ski equipment rental),</li><li>• bank identification details,</li><li>• the file number set up for the Insured Person when obtaining Mondial Assistance's agreement to curtail the stay,</li><li>• the local medical declaration of the inability to continue the Sports or Leisure and Snow Activity or</li><li>• the intervention certificate from another assistance company specifying the reason for the intervention,</li><li>• after assessment of the file, any other documentation requested by Mondial Assistance.</li></ul>

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## PRIVATE THIRD PARTY LIABILITY ABROAD (PASS INTEGRAL & PASS MALIN)

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**DEFINITIONS SPECIFIC TO THIS COVERAGE:**

**BODILY INJURY:** any unintentional injury to an individual's physical or psychological integrity, as well as any resulting financial loss.

**THIRD PARTY:** any individual or legal entity except for:

- the Insured Person himself,
- family members, i.e. collateral ascendants or descendants of the Insured Person, to the second degree,
- any person accompanying the Insured Person on his Trip.

**THIRD PARTY LIABILITY:** obligation to compensate for the consequences of a damage caused to a Third Party by the Insured, or by persons for whom he is accountable, or by things under his charge.

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.

**1. PURPOSE OF THE COVER**

The Insurer covers the financial consequences of any third party liability that the Insured Person may incur while on the Trip, pursuant to the legislation or jurisprudence of the country where he is located, on account of Damages:

- bodily injury,
- property damage,
- intangible loss directly resulting from covered Bodily Injury or Property Damage, resulting from an Accidental Event occurred as part of his/her private life and caused to a Third Party by:
  - the Insured,
  - persons for whom he/she is accountable,
  - or things or animals under his/her charge.

**2. SUBSIDIARITY OF COVER**

Cover is provided to the Insured Person for his Trips outside the country where he is resident and only in the countries where he does not have insurance cover for his third party liability elsewhere.

### 3. COVER AMOUNTS

The types of cover are provided up to the limits in the Cover Table, it being understood that:

\* the Limit per event stated in the Cover Table constitutes the maximum amount insured for the same event, as a combined single limit for: bodily injury, property damage and directly consequential intangible damage,

\* an Excess per Insured Event, the amount of which is set in the Cover Table, is always payable by the Insured Person.

### 4. COVER EXCLUSIONS

In addition to the exclusions that are common to all the policies, the following are also excluded: the consequences of

- 4.1. damage caused to the members of the family of the Insured, that is, his/her collateral ascendants and descendants to the second degree, as well as any travel companion of the Insured Person at the time of his/her Trip;
- 4.2. damage caused to animals or objects belonging to the Insured Person or that are rented, loaned, or entrusted to him;
- 4.3. damage caused by:
  - any land motor vehicle meeting the definition in Article L 211-1 of the French Insurance Code,
  - any land vehicle designed to be towed by a land motor vehicle,
  - any air, sea or river craft;
- 4.4. damage resulting from hunting, practicing any mechanical sport in any land motor vehicle, all air sports, all snow and ice sports, as well as any of the following sports: mountaineering at higher than 3,000 meters, scuba diving, spelunking, bungee jumping, parachuting;
- 4.5. damage caused to Third Parties resulting from organizing, preparing, or participating in a competition organised under the aegis of a sports federation, subject to administrative authorisation or to a legal insurance obligation;
- 4.6. damage caused to the Insured Person during professional activity or participation in an activity organised by an association subject to the Law of 1901, an institution or a community;
- 4.7. the contractual liability of the Insured Person;
- 4.8. the liability incurred by the Insured Person because of a fire, an explosion, an implosion, or water damage.

In addition, fines and any monetary sentences pronounced as a sanction and considered direct compensation for a bodily injury or property damage and/or consequential intangible damage are never covered.

### 5. PROCEDURES FOR APPLICATION OVER TIME

The procedures for coverage over time are covered by Act 2003- 706 of August 1, 2003.

The coverage, triggered by the event that is the subject of the claim, covers the Insured Person against the financial consequences of his/her liability, when this event occurs between the time the coverage initially takes effect, and its cancellation or expiration date, regardless of the date of the other elements constituting the Claim.

### 6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must accept no admission of liability, or any settlement, without the agreement of the Insurer. The admission of a material fact or the execution of simple duty of assistance does not constitute an admission of liability.

The Insured Person must then report the Insured Event to the Insurer in writing **within the five (5) working days of the day of his knowledge thereof**, except in the case of exceptional circumstances or force majeure:



- or, by e-mail to the following address: [responsabilite-civile@votreassistance.fr](mailto:responsabilite-civile@votreassistance.fr)
- or, by mail to the address given in article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions.
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):
  - From France on 01 42 99 02 66 or
  - From outside France on 00 33 1 42 99 02 66
- or by fax to **01 42 99 81 98**

After this period, if the Insurer incurs a loss because of the late declaration, he will lose all right to any indemnity.

If proceedings are instituted against the Insured Person, he gives the Insurer all authority to manage the process and pursue all means of recourse before the civil courts, or to join forces for his defence and pursue all means of recourse on civil interests before criminal courts.

The Insured Person must pass on to the Insurer, as soon as they are received, all summonses, subpoenas, documents outside of legal proceedings, and procedural documents sent to or served on him.

In the event of delay in passing on these documents, the Insurer can claim compensation from the Insured Person proportional to the loss undergone by the Insurer (Article L 113-11 of the French Insurance Code).

If the Insured Person is in breach of his obligations after the Insured Event, the Insurer will compensate the injured third parties or their beneficiaries, but may take legal action against the Insured Person to recover the sums paid.

## 7. PROVISIONS IN THE EVENT OF AN ANNUITY PAYMENT BEING AWARDED TO A VICTIM BY A COURT RULING

If an acquisition of securities is ordered to guarantee the payment of an annuity, the Insurer sets up this guarantee for the amount it will cover. If no guarantee is ordered, the capital value of the annuity payment is calculated according to the applicable rules for calculating the mathematical reserve of this annuity payment. If this value is under the amount of the Insurer's cover, the annuity payment is wholly payable by the Insurer. If it is greater, only the share, in capital, of the annuity payment corresponding to the amount of its cover is payable by the Insurer.

## 8. DOCUMENTATION TO BE PROVIDED

The Insurer will inform the Insured Person of the information required for a file to be set up. The Insured Person must provide the Insurer with all documents and information enabling the claim to be proved and the amount of loss to be assessed, particularly:

DAMAGE CAUSED TO THE VICTIM	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• IN ALL CASES</li></ul>	<ul style="list-style-type: none"><li>• Travel booking form,</li><li>• the refusal letter from the Insured Person's primary Third Party Liability Insurer (comprehensive home insurer).</li></ul>

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# ACCOMMODATION THIRD PARTY LIABILITY (PASS INTEGRAL & PASS MALIN)

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### DEFINITIONS SPECIFIC TO THIS COVERAGE:

**ACCOMMODATION:** apartment, private house, bungalow or static mobile home or camping pitch, occupied temporarily by the Insured Person and/or his companions, in the context of his Trip.

**BODILY INJURY:** any unintentional injury to an individual's physical or psychological integrity, as well as any resulting financial loss.

**THIRD PARTY:** any individual or legal entity except for:

- the Insured Person himself,
- family members, i.e. collateral ascendants or descendants of the Insured Person, to the second degree,
- any person occupying the Accommodation as Insured Person.

**THIRD PARTY LIABILITY:** obligation to compensate for the consequences of a damage caused to a Third Party by the Insured, or by persons for whom he is accountable, or by things under his charge.

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.

### 1. PURPOSE OF THE COVER

The Insurer covers the financial consequences of Third Party Liability that the Insured Person may incur as occupant of the insured Accommodation, on account of:

- Bodily injury,
- property damage,
- intangible loss directly resulting from covered Bodily Injury or Property Damage,

caused to a Third Party and as a result of:

- a fire, explosion, implosion,
- water damage,

originating in the buildings temporarily occupied.

### 2. SUBSIDIARITY OF COVER

Cover is provided to the Insured only in the countries where he does not have insurance cover for his Third Party Liability elsewhere.

### 3. COVER AMOUNTS

The types of cover are provided up to the limits in the Cover Table, it being understood that:

- the Limit per Event stated in the Cover Table constitutes the maximum amount insured for the same event, as a combined single limit for: bodily injury, property damage and directly consequential intangible damage,
- an Excess per Insured Event, the amount of which is set in the Cover Table, is always payable by the Insured Person.

## 4. COVER EXCLUSIONS

In addition to the exclusions that are common to all the policies, the following are also excluded: the consequences of

- 4.1. damage caused to the members of the family of the Insured Person, that is, his collateral ascendants and descendants to the second degree, as well as any person occupying the Accommodation as Insured Person;
- 4.2. damage caused to animals or to moveable objects that belong to the Insured Person or are rented, loaned or entrusted to him, excluding moveable objects belonging to the landlord of the Accommodation;
- 4.3. damage caused by:
  - any land motor vehicle meeting the definition in Article L 211-1 of the French Insurance Code,
  - any land vehicle designed to be towed by a land motor vehicle,
  - any air, sea or river craft;
- 4.4. damage caused to the Insured Person during professional activity or participation in an activity organised by an association subject to the Law of 1901, an institution or a community;
- 4.5. contractual liability of the Insured Person, except with regard to the landlord of the Accommodation;
- 4.6. damage caused by persons occupying the Accommodation on an occasional basis;

In addition, fines and any monetary sentences pronounced as a sanction and considered direct compensation for a bodily injury or property damage and/or directly consequential intangible damage are never covered.

## 5. PROCEDURES FOR APPLICATION OVER TIME

The procedures for coverage over time are covered by Act 2003- 706 of August 1, 2003.

The coverage, triggered by the event that is the subject of the claim, covers the Insured Person against the financial consequences of his/her Third Party Liability, when this event occurs between the time the coverage initially takes effect, and its cancelation or expiration date, regardless of the date of the other elements constituting the Claim.

## 6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must accept no admission of liability, or any settlement, without the agreement of the Insurer. The admission of a material fact or the execution of simple duty of assistance does not constitute an admission of liability.

The Insured Person must then report the Insured Event to the Insurer in writing within the five (5) working days of the day of his knowledge thereof, except in the case of exceptional circumstances or force majeure:



- or, by e-mail to the following address: [responsabilite-civile@votreassistance.fr](mailto:responsabilite-civile@votreassistance.fr)
- or, by mail to the address given in article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions.
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):
  - From France on **01 42 99 02 66** or
  - From outside France on **00 33 1 42 99 02 66**
- or by fax to **01 42 99 81 98**

**After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.**

If proceedings are instituted against the Insured Person, he gives the Insurer all authority to manage the process and pursue all means of recourse before the civil courts, or to join forces for his defence and pursue all means of recourse on civil interests before criminal courts.

The Insured Person must pass on to us, as soon as they are received, all summonses, subpoenas, documents outside of legal proceedings, and procedural documents sent to or served on him.

In the event of delay in passing on these documents, the Insurer can claim compensation from the Insured Person proportional to the loss undergone by the Insurer (Article L 113-11 of the French Insurance Code).

**If the Insured Person is in breach of his obligations after the Insured Event, the Insurer will compensate the injured third parties or their beneficiaries, but may take legal action against the Insured Person to recover the sums paid.**

## 7. THE PROVISIONS PROVIDED FOR IN THE EVENT OF AN ANNUITY PAYMENT AWARDED TO A VICTIM BY A COURT RULING

If an acquisition of securities is ordered to guarantee the payment of an annuity, the Insurer sets up this guarantee for the amount it will cover.

If no guarantee is ordered, the capital value of the annuity payment is calculated according to the applicable rules for calculating the mathematical reserve of this annuity payment. If that value is lower than the amount of his cover, the annuity payment is wholly payable by the Insurer. If it is greater, only the share, in capital, of the annuity payment corresponding to the amount of its cover is payable by the Insurer.

## 8. DOCUMENTATION TO BE PROVIDED

The Insurer will inform the Insured Person of the information required for a file to be set up. The Insured Person must provide the Insurer with all documents and information enabling the claim to be proved and the amount of loss to be assessed, particularly:

DAMAGES CAUSED TO THE VICTIM	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"> <li>• IN ALL CASES</li> </ul>	<ul style="list-style-type: none"> <li>• the rental contract or Accommodation booking,</li> <li>• the refusal letter from the Insured Person's primary Third Party Liability Insurer (comprehensive home insurer).</li> </ul>

## THIRD PARTY LIABILITY (SPORT AND SNOW) (PASS INTEGRAL & PASS MALIN)

### DEFINITIONS SPECIFIC TO THIS COVERAGE:

**BODILY INJURY:** any unintentional injury to an individual's physical or psychological integrity, as well as any resulting financial loss.

**THIRD PARTY:** any individual or legal entity except for:

- the Insured Person himself,
- family members, i.e. collateral ascendants or descendants of the Insured Person, to the second degree,
- the persons featuring with the Insured Person on the same agreement for the insured service.

**THIRD PARTY LIABILITY:** obligation to compensate for the consequences of a damage caused to a Third Party by the Insured, or by persons for whom he is accountable, or by things under his charge.

Definitions of the terms common to all coverages appear in the Common Definitions chapter at the beginning of the policy.

### 1. PURPOSE OF THE COVER

The Insurer covers the financial consequences of the Third Party Liability that the Insured Person may incur when practising a Sports or Leisure and Snow Activity, on account of Damages:

- bodily injury,
- property damage,
- intangible loss directly resulting from covered Bodily Injury or Property Damage,

resulting from an Accidental Event occurring during the Sports or Leisure Activities and caused to a Third Party by:

- the Insured,
- or things or animals under his/her charge.

### 2. SUBSIDIARITY OF COVER

The cover becomes valid for the Insured Person when he is practising his Sports or Leisure and Snow Activity, provided that this Activity is not covered by another insurance policy.

### 3. COVER AMOUNTS

The types of cover are provided up to the limits in the Cover Table, it being understood that:

- the Limit per Event stated in the Cover Table constitutes the maximum amount insured for the same event, as a combined single limit for: bodily injury, property damage and directly consequential intangible damage,
- an Excess per Insured Event, the amount of which is set in the Cover Table, is always payable by the Insured Person.

### 4. COVER EXCLUSIONS

In addition to the exclusions that are common to all the policies, the following are also excluded: the consequences of

- 4.1. damage caused to the members of the family of the Insured Person, that is, his collateral ascendants and descendants to the second degree, as well as any person listed on the same booking form as the Insured Person;
- 4.2. damage caused to animals or objects belonging to the Insured Person or that are rented, loaned, or entrusted to him;
- 4.3. damage caused by:
  - any land motor vehicle meeting the definition in Article L 211-1 of the French Insurance Code,
  - any land vehicle designed to be towed by a land motor vehicle,
  - any air, sea or river craft;
- 4.4. damage resulting from hunting, practicing any mechanical sport in any land motor vehicle, all air sports;
- 4.5. damage caused to Third Parties resulting from organizing, preparing, or participating in any competition organised under the aegis of a sports federation, subject to administrative authorisation or to a legal insurance obligation;

- 4.6. damage caused to the Insured Person during professional activity or participation in an activity organised by an association subject to the Law of 1901, an institution or a community;
- 4.7. the contractual liability of the Insured Person;
- 4.8. the liability incurred by the Insured Person because of a fire, an explosion, an implosion, or water damage.

In addition, fines and any monetary sentences pronounced as a sanction and considered direct compensation for a Bodily Injury or Property Damage and/or directly consequential intangible damage are never covered.

## 5. PROCEDURES FOR APPLICATION OVER TIME

The procedures for coverage over time are covered by Act 2003- 706 of August 1, 2003.

The coverage, triggered by the event that is the subject of the claim, covers the Insured Person against the financial consequences of his/her Third Party Liability, when this event occurs between the time the coverage initially takes effect, and its cancelation or expiration date, regardless of the date of the other elements constituting the Claim.

## 6. WHAT THE INSURED PERSON MUST DO IN THE EVENT OF AN INSURED EVENT

The Insured Person must accept no admission of liability, or any settlement, without the agreement of the Insurer. The admission of a material fact or the execution of simple duty of assistance does not constitute an admission of liability.

The Insured Person must then report the insured loss to the Insurer within five (5) working days of the day of his knowledge thereof, except in the case of exceptional circumstances or force majeure:



- or, by e-mail to the following address: [responsabilite-civile@votreassistance.fr](mailto:responsabilite-civile@votreassistance.fr)
- or, by mail to the address given in article 9 «Address for sending supporting documents to be provided in the event of a claim» of the administrative provisions.
- or by telephone, Mondays to Fridays, from 9.00 a.m. to 5.30 p.m. (Metropolitan France time zone):
  - From France on **01 42 99 02 66** or
  - From outside France on **00 33 1 42 99 02 66**
- or by fax to **01 42 99 81 98**

**After this period, if the Insurer incurs a loss because of the Insured Person's late declaration, he will lose all right to any indemnity.**

If proceedings are instituted against the Insured Person, he gives the Insurer all authority to manage the process and pursue all means of recourse before the civil courts, or to join forces for his defence and pursue all means of recourse on civil interests before criminal courts.

The Insured Person must pass on to the Insurer, as soon as they are received, all summonses, subpoenas, documents outside of legal proceedings, and procedural documents sent to or served on him.

In the event of delay in passing on these documents, the Insurer can claim compensation from the Insured Person proportional to the loss undergone by us (Article L 113-11 of the French Insurance Code).

**If the Insured Person is in breach of his obligations after the Insured Event, the Insurer will compensate the injured third parties or their beneficiaries, but may take legal action against the Insured Person to recover the sums paid.**

## 7. THE PROVISIONS PROVIDED FOR IN THE EVENT OF AN ANNUITY PAYMENT BEING AWARDED TO A VICTIM BY A COURT RULING

If an acquisition of securities is ordered to guarantee the payment of an annuity, the Insurer sets up this guarantee for the amount it will cover.

If no guarantee is ordered, the capital value of the annuity payment is calculated according to the applicable rules for calculating the mathematical reserve of this annuity payment. If that value is lower than the amount of his cover, the annuity payment is wholly payable by the Insurer. If it is greater, only the share, in capital, of the annuity payment corresponding to the amount of its cover is payable by the Insurer.

## 8. DOCUMENTATION TO BE PROVIDED

The Insurer will inform the Insured Person of the information required for a file to be set up. The Insured Person must provide the Insurer with all documents and information enabling the claim to be proved and the amount of loss to be assessed, particularly:

DAMAGE CAUSED TO THE VICTIM	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"> <li>• <b>IN ALL CASES</b></li> </ul>	<ul style="list-style-type: none"> <li>• the form for signing up to the Sports or Leisure and Show Activity,</li> <li>• the refusal letter from the Insured Person's primary Third Party Liability Insurer (comprehensive home insurer or any other insurer).</li> </ul>



# SOS FORGOTTEN OBJECTS (PASS INTEGRAL)

## DEFINITIONS SPECIFIC TO THIS COVERAGE:

**FORGOTTEN OBJECTS:** objects or clothes belonging to the Insured Person, forgotten at the Home of the Insured Person.

### 1. PURPOSE OF THE COVER

The Insurer reimburses the delivery costs of a Forgotten Object, up to the limits shown in the Cover Table.

### 2. THE COVERED DAMAGE

When the Insured Person has forgotten a personal object at his Home, the Insurer reimburses the Insured Person for the delivery costs (outside insurance), as express goods (24-hour service), from the location where the object was forgotten to the current location of the Insured to allow him to recover the Forgotten Object.

The Insurer cannot be held liable for:

- delays owing to transportation companies commissioned to deliver the Forgotten Object;
- burglary, loss, damage or theft of the Forgotten Object during delivery;
- consequences resulting from the nature of the Forgotten Object;
- if national or international customs officials oppose the delivery.

### 3. AMOUNT COVERED

The coverage is granted on presentation of the original delivery invoice for the Forgotten Object, and up to the limits shown in the Cover Table.

### 4. COVER EXCLUSIONS

Apart from the exclusions common to all coverage, coverage of the following objects is excluded:

- 4.1. securities, coins and banknotes, cheques, payment cards, marketable securities, precious metals, jewellery, precious stones, fine pearls, identity papers and any other object of value.
- 4.2. objects or effects for which the transportation is a commercial operation and those which are intended for sale.
- 4.3. dangerous goods, any category of arms and corresponding munitions,
- 4.4. motors, car accessories, gardening materials, tools, objects containing liquids, furniture, household or IT appliances and accessories, hi-fi equipment, musical instruments.
- 4.5. perishables and live animals
- 4.6. alcoholic or non-alcoholic beverages, drugs or narcotics or any other illicit substance
- 4.7. any object which is non-compliant or does not meet current regulations in force in the country or countries visited.

### 5. WHAT THE INSURED PERSON MUST DO IN THE CASE OF A FORGOTTEN OBJECT

He must:

- organise himself from his Home the delivery to the address of his Stay,
- take all measures to keep the object safe;
- report the Claim to the Insurer within thirty (30) working days of the day of its delivery, except in the case of exceptional circumstances or force majeure;



To facilitate the claim and optimise processing of the case, we recommend reporting the insured loss on the following website: <https://indemnisations.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

- For the stays reserved from Pierre et Vacances:
  - on 01 42 99 08 92
  - if the Insured Person is outside France: on +33 1 42 99 08 92

The Insured Person loses this term, past straight ahead at repayment.

### 6. DOCUMENTATION TO BE PROVIDED

The Insurer will communicate the justificatory allowing the repayment of the costs of consignment in the limit of the limits appearing at the Blackboard of the guarantees to the Insured Person.

INSURED EVENTS	DOCUMENTATION TO BE PROVIDED
<ul style="list-style-type: none"><li>• in the event of forgetting a personal object:</li></ul>	<ul style="list-style-type: none"><li>• the original invoice for delivery costs, issued by the transportation company commissioned for the delivery of the Forgotten Object</li></ul>

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## EASY RETURN (PASS INTEGRAL)

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### 1. PURPOSE OF THE COVER

In order to make it easier and calmly prepare the return Home of the Insured Person, the Insurer puts the Insured Person in relation with providers to organise the following services:

- shopping delivery,
- household,
- ironing,
- gardening.

### 2. THE COVERED DAMAGE

In order to make it easier for the Insured Person to organise his return Home, the Insurer puts the Insured Person in relation with his network of service providers, subject to local availability, for the household assistance services mentioned in the subject of the coverage:

This guarantee can be implemented during the Trip of the Insured Person and until the return at his Domicile.

**The coverage is provided only in Metropolitan France.**

**In all events, the expenses incurred are to be borne by the Insured Person.**

### 3. AMOUNT COVERED

The services organised in the framework of this guarantee stay at the burden of the Insured Person.

### 4. WHAT THE INSURED PERSON MUST DO

The Insured Person must contact Mondial Assistance:



- by telephoning 01 40 25 15 49  
, Mondays to Fridays, between 8.00 a.m. and 8.00 p.m., and Saturday, between 9.00 a.m. and 6.00 p.m.  
(Metropolitan France time zone)

The Insured Person shall be contacted by the Personal Service Provider within a maximum of 48 hours (two working days) of his request.

### 5. THE SCOPE OF THE INSURER'S SERVICES

The Insurer acts in compliance with national and international laws and regulations.

This coverage is subject to the necessary approval being obtained from the competent administrative authorities.

Moreover, the Insurer cannot be held liable for delays or hindrances to the performance of the agreed upon services as a result of force majeure, or events such as strikes, riots, popular movements, restrictions on free circulation of goods and persons, sabotage, terrorism, civil or foreign wars, the consequential effects of a radioactive source Natural Disasters or any other exceptional circumstances.

Similarly, the Insurer cannot be held liable for the improper performance or the failure to perform services requested for the implementation of the services under the coverage.

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## BREAKAGE OF SKIING OR LEISURE AND SNOW EQUIPMENT (PASS INTEGRAL)

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### DEFINITIONS SPECIFIC TO THIS COVERAGE:

**ACCIDENTAL DAMAGE:** any accidental damage, destruction, or loss of an item of property.

**WEAR AND TEAR:** depreciation in the value of an item caused by its age, use, or state of maintenance on the day of the Insured Event. Unless stated otherwise in the policy, the Wear and Tear applied when calculating the indemnity is 1% per month up to a limit of 80% of the initial purchase price.

### 1. PURPOSE OF THE COVER

The Insurer covers, up to the limit of the amount of for the reasons listed in the cover and excess amounts table, the accidental breakage of goods (specific materials, equipment and clothes) only intended for practising a sport and which belong to the Insured Person or are rented.

## 2. AMOUNT COVERED

The indemnity owed is calculated based on the original receipts produced by the Insured Person; or, otherwise, based on the replacement value of objects of the same type, minus the deduction for Wear and Tear, and up to the limits shown in the Cover Table.

In every case, the indemnity owed is estimated by mutual agreement and may never exceed the amount of the loss; it also does not include Resultant Consequential Damage such as transportation charges, telephone charges, etc.

## 3. COVER EXCLUSIONS

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

- 3.1. damage resulting from earthquake, volcanic eruption, tidal wave or other cataclysm, flood, unless these events are declared a natural disaster by inter-ministerial decree;
- 3.2. the consequences resulting from a use that does not comply with the manufacturer's instructions;
- 3.3. damage caused to the insured equipment during its repair or maintenance;
- 3.4. damage resulting from an fault in insured equipment or from its normal wear and tear;
- 3.5. damage resulting from your blatant negligence;
- 3.6. damage resulting from scuffs, scratches, tears or stains;
- 3.7. theft committed by insured persons or by the members of your family (ascendants, descendants, spouse/partner) or committed in collusion with them;
- 3.8. damage resulting from losing or forgetting the equipment;
- 3.9. damage dues to smoking-related accidents;
- 3.10. land motor vehicles and their accessories, caravans and trailers;
- 3.11. cases, boxes, bags or cover containing the sports or leisure equipment;
- 3.12. mobile phones;
- 3.13. glasses (lenses and frames), contact lenses, prostheses and aids of all kinds;
- 3.14. computer equipment.

## 4. WHAT YOU MUST DO IN THE EVENT OF AN INSURED LOSS

You must:

- In the event of complete or partial destruction: obtain a written report of the damage, produced by a competent authority or the person responsible; or failing this, by a witness.
- In the event of loss or partial or complete destruction by a transport company: it is essential to have a report drawn up by a qualified employee of this company.

In all cases, you must:

- take all measures to limit the consequences of the incident;
- declare the incident to the Insured Person, by recorded delivery letter, within five (5) working days of your knowledge of the event, except in the case of exceptional circumstances or force majeure.

If you fail to observe this deadline and we incur a loss because of your late declaration, you lose all rights to indemnity;

- contact the Insurer:



To facilitate the claim and optimise processing of the case, we recommend reporting the insured loss on the following website: <https://indemnisat.mondial-assistance.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person may also contact the Insurer by telephone, Mondays to Fridays, between 9.00 a.m. and 6.00 p.m. (Metropolitan France time zone):

- For the stays reserved from Pierre et Vacances:
  - on 01 42 99 08 92
  - if the Insured Person is outside France: on +33 1 42 99 08 92

The Insurer will inform the Insured Person of the information required for a file to be set up, and the Insured Person will send the Insurer the documents supporting his/her request, particularly:

INSURED EVENTS	DOCUMENTATION TO BE PROVIDED
• IN ALL CASES	<ul style="list-style-type: none"><li>• the confirmation of the Trip booking,</li><li>• bank identification details,</li><li>• after assessment of the file, any other proof requested by Mondial Assistance.</li></ul>

# ADMINISTRATIVE PROVISIONS

## 1. RULES GOVERNING THE POLICY AND WHERE IT IS TAKEN OUT

This present policy is governed by the French Insurance Code, the General Terms and Conditions, and the Particular Terms and Conditions. The General Terms and Conditions are written in French.

Since this involves transactions carried out on the Internet, the virtual space made up of the web pages of the underwriter's websites is deemed to be located in France and policies taken out on it are therefore located in France, without prejudice to the protection given to the consumer by the law of the country in which the consumer normally lives.

In the event of a dispute concerning this policy, French law shall apply, unless there are more favourable national provisions in the country of the Insured's habitual residence.

## 2. PROCEDURES FOR TAKING OUT COVERAGE, EFFECTIVE DATE, AND TERMINATION OF COVERAGE

**For the PASS INTEGRAL:** the policy must be taken out on the same day as the booking

**For the PASS MALIN:** the policy may be taken out up until the insured services start.

The types of cover take effect:

- for the «Cancellation or Change» cover : the day after payment of the premium at 00:00.

It ends at the start of the provided services;

- **for all the other types of cover:** at 00:00 hours on the date of Departure indicated in the Specific Terms and Conditions, and after the payment of the premium at the earliest.

Cover ends at midnight on the day of the return stated in the Specific Terms and Conditions.

«Cancellation» cover may not be taken out simultaneously with the other types of cover.

## 3. WAIVER OPTION

The Insured Person may exercise a waiver option defined in Articles L112-2-1 and L112-10 of the French Insurance Code after taking out an insurance policy, in the cases provided for below:

### a. Over-insurance

Under the provisions of Article L112-10 of the French Insurance Code, the Insured Person who takes out, for non-professional purposes, an insurance policy constituting a supplement to property or services sold by an intermediary, if they provide proof of prior cover for one of the risks covered by this policy, may waive the said policy, at no cost or penalty, whilst it has not been executed in full or whilst the Insured Person has not claimed any cover. This waiver must occur within fourteen (14) calendar days as from conclusion of this policy.

### b. Distance sales

Under Article L112-2-1 of the French Insurance Code, a right of waiver applies to insurance policies taken out remotely, in particular sold online, without the simultaneous physical presence of the parties to the contract, canvassing or outside the seller's usual place of business.

**This right of waiver does not apply to travel or baggage insurance policies or to similar short-term insurance policies of a duration of less than one (1) month.**

### c. Procedures for exercise of waiver

When the insurance policy is eligible to the waiver option under the conditions defined above, the Insured Person may exercise this option by returning a waiver letter, duly completed, dated and signed, within fourteen (14) calendar days of the date of conclusion of this policy, to PIERRE ET VACANCES CENTER PARCS, which sold him/her the insurance policy:

- either delivered in person against receipt,
- or **by registered letter with acknowledgement of receipt**, to the following address:

PV-CP DISTRIBUTION

Service clients

L'Artois – Espace Pont de Flandre

11, rue de Cambrai (75947), Paris, Cedex 19, France

The Insured Person may, if they wish, use the template waiver letter below:

«I the undersigned, surname, first name, date and place of birth, would like to waive the cover under insurance policy no. ... which I took out with AWP P&C on ... (date).

Issued in ... (place). On... (date) and signature: ... ».

In the context of waiver on the grounds of over-insurance, the Insured Person must enclose with their request proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured Person exercises this option, the policy shall be terminated on its effective date. The Insured Person shall be refunded the corresponding premium within thirty (30) days of the date of receipt of their waiver request.

The right of waiver may not be exercised if the Insured Person has implemented the cover in this insurance policy in the context of a claim filed within fourteen (14) calendar days; consequently, no premium refund shall be paid.

#### 4. CUMULATIVE INSURANCE

If the Insured Person is covered by the same coverage with other insurers, he/she should inform the Insurer of this fact, and provide their contact information along with the extent of their coverage, pursuant to Article L 121-4 of the Insurance Code.

The Insured Person can be compensated for his/her damage by contacting the insurer of his/her choice.

#### 5. SUBROGATION IN THE RIGHTS AND ACTIONS OF THE INSURED PERSON

In consideration for the payment of the indemnity and, up to its limit amount, the Insurer becomes a beneficiary of the rights and actions that the Insured Person had against anyone liable for the Claim, pursuant to Article L 121-12 of the French Insurance Code.

If, because of the actions of the Insured Person, the Insurer can no longer perform this action, it can be discharged of all or part of its obligations to the Insured Person.

#### 6. PENALTIES APPLICABLE IN THE EVENT OF A FALSE DECLARATION WHEN TAKING OUT THE POLICY

- Any non-disclosure or intentional false statement by the Insured Person in the declaration of risk is punishable by the voiding of the policy under the provisions of Article L113-8 of the Insurance Code.
- Any non-disclosure or false statement by the Insured Person, if bad faith has not been established, is punished under the provisions of Article L113-9 of the Insurance Code:
  - if it is detected before any Claim: the Insurer has the right to either maintain the policy, raising the premium, or to terminate it within ten days by registered letter, reimbursing any excess amount of the premium that it received.
  - if it is reported only after the Claim: The Insurer may reduce the indemnity in proportion to the premium paid in relation to the premium that would have been due if the risk had been fully and accurately declared.

#### 7. PENALTIES APPLICABLE IN THE EVENT OF INTENTIONAL MISREPRESENTATION BY THE INSURED PERSON AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation by the Insured Person about the circumstances or consequences of a claim will result in the loss of all entitlement to benefit or indemnity for this Claim.

#### 8. TIME LIMITATION

The provisions relating to the period limitation concerning legal actions arising from this insurance policy are set out in Articles L114-1 to L114-3 of the French Insurance Code, reproduced below:

- **Article L114-1 of the French Insurance Code**

«Any legal action arising from the insurance policy is covered by a period of limitation of two years from the event which gives rise to it.

However, this period runs:

- 1 In the case of non-disclosure, omission or misrepresentation regarding the risk, only from the day on which the insurer was aware of this;
- 2 In the case of a claim, only on the day on which the parties concerned were aware of this, if they prove that they were unaware of it until then.

When the legal action by the Insured Person against the Insurer originates from redress by a third party, the period of limitation runs only from the day on which that third party filed legal proceedings against the Insured Person or was compensated by the latter.

The period of limitation is increased to ten years in life insurance policies when the beneficiary is a person other than the policyholder and, in personal accident insurance policies, when the beneficiaries are the legal successors of the deceased insured person.

For life insurance policies, notwithstanding the provisions in section 2, legal action by the beneficiary is covered by a period of limitation of thirty years at the most as from the death of the insured person.»

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

«The period of limitation is interrupted by one of the ordinary causes of curtailment of the period of limitation and by the appointment of an expert as the result of an insured loss. The interruption of the period of limitation of the legal action may, furthermore, result from the dispatch of a registered letter requiring acknowledgement of receipt sent by the insurer to the insured person relating to legal action for payment of the premium and by the insured person to the insurer in respect of payment of the indemnity».

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

«By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the duration of the period of limitation or add to the causes for suspension or interruption thereof.»

#### Additional information:

The ordinary causes of interruption of the period of limitation are set out in Articles 2240 and subsequent of the French Civil Code, and include in particular: recognition by the debtor of the right of the person against whom they are seeking interruption of the period of limitation, legal proceedings, even summary proceedings, the deed permitting compulsory enforcement.

For a full list of the ordinary causes of interruption of the period of limitation, please refer to the aforementioned articles of the French Civil Code.

With regard to the «Private Third Party Liability Overseas», «Accommodation Third Liability Cover» and «Sports or Leisure Activity Third Party Liability» cover, the time period runs only from the date when a Third Party advised the Insured of his intention to obtain compensation from the Insured Person, provided that this action is not subject to a time limitation, pursuant to Article 2226 of the Civil Code.

## 9. THE ADDRESS FOR SENDING THE DOCUMENTATION TO BE PROVIDED IN THE EVENT OF A CLAIM

For each of the following covers, the receipts should be sent to the addresses below:

Cancellation or Change, Property of Insured Persons, SOS Forgotten Object, Late Arrival and Breakage of Ski Equipment coverage	Third Party Liability Overseas, Accommodation Third Party Liability, Sports Third Party Liability cover	Traveller Assistance, Sport of Leisure and Snow Activity Curtailment, Easy Return coverage
AWP France SAS Service Indemnisation Assurances - DOP01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex FRANCE	AWP France SAS DT - Service Juridique - DT03 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex FRANCE	AWP France SAS Service Relations Clientèle - RELAC01 7 rue Dora Maar CS 60001 93488 Saint-Ouen Cedex FRANCE

## 10. DAMAGE ASSESSMENT

The causes and consequences of the Claim are assessed by mutual agreement, and failing this, by an amicable third-party review, subject to the respective rights of the Insurer and the Insured Person. The fees for this expert valuation are shared between the parties.

If the parties are unable to agree on the selection of the third party expert, the appointment will be made by the Presiding Judge of the Tribunal de Grande Instance [superior court] of the Policy Holder's place of Residence.

This appointment will be made in a written request signed by the Insurer or by only one of the parties, with the other having been summoned by registered letter.

## 11. TIME PERIOD FOR SETTLING CLAIMS

Once the Insured Person's case is concluded, compensation will be made within the ten (10) days following the agreement between the Insurer and the Insured Person, or the enforceable judicial decision.

## 12. PROCEDURE FOR EXAMINING COMPLAINTS

When an Insured Person is dissatisfied with the way their claim has been handled, their first course of action should be to inform their usual contact so that the reason for this dissatisfaction can be understood and solutions sought.

In the event of a disagreement, the Insured Person may send a complaint to the following address: **AWP France SAS, Traitement des Réclamations, TSA 70002- 93488 Saint-Ouen Cedex.**

The Insured Person will receive an acknowledgment of receipt within ten (10) business days (excluding Sundays and public holidays) from the date on which the complaint is received, unless a response to the complaint is sent within this period.

A response will be provided no later than two (2) months following the date of receipt of the complaint, unless special circumstances arise; in this event, the Insurer will keep the Insured Person informed.

If the disagreement persists after the response of the Insurer, after a final assessment of the request has been made and all means of internal appeal have been exhausted, the Insured Person may then refer the matter to the independent mediator, at the following address:

<http://www.mediation-assurance.org>

### La Médiation de l'Assurance (LMA)

TSA 50110

75441 Paris Cedex 09 - France

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

## 13. LEGAL JURISDICTION

AWP P&C elects as its head office its secondary establishment:

7 rue Dora Maar - 93400 Saint-Ouen, France.

Any disputes arising against AWP P&C concerning this policy will be exclusively submitted to the competent French courts, and all notices should be made to the address stated above.

## 14. FRENCH LAW ON DATA PROTECTION AND CIVIL LIBERTIES

In accordance with the French Law on Data Protection and Civil Liberties dated 6 January 1978, amended by the law dated 6 August 2004, the Insured Person is entitled to object to, access, modify, correct and delete information about themselves by contacting:

AWP France SAS

DT - Service Juridique - DT03

7 rue Dora Maar

CS 60001

93488 Saint-Ouen Cedex - France

AWP France SAS has IT systems for managing the assistance service and/or insurance cover in this policy.

The information recorded is reserved for the administrators of the assistance services and/or insurance cover and may be communicated to contractors located inside or outside the European Union.

As part of its risk management policy and anti-fraud activities, AWP France SAS reserves the right to monitor all information and, if necessary, to inform the competent authorities in accordance with the legislation in force.

## 15. REGULATORY AUTHORITY

The body responsible for the regulation of AWP P&C is the Autorité de contrôle prudentiel [French insurance industry regulatory authority], 61 rue Taitbout, 75436 Paris, Cedex 09, France.

## 16. LEGAL INFORMATION

The insurance cover is provided by: **AWP P&C**

Société anonyme [corporation] with a share capital of €17,287,285, Bobigny Register of Companies under No. 519 490 080, registered office: 7 rue Dora Maar – 93400 Saint-Ouen

Private company governed by the French Insurance Code.

The assistance services are implemented by: **AWP FRANCE SAS**

Simplified joint-stock company with share capital of €7,584,076.86, Bobigny Trade & Companies Register No. 490 381 753, Registered office: 7 rue Dora Maar – 93400 Saint-Ouen, insurance brokerage company – ORIAS No. 07 026 669 – <http://www.orias.fr>.

Referred to above with its commercial name «Mondial Assistance».

## How can we help?\*

\* Need assistance?

### **AWP P&C**

Registered office: 7 rue Dora Maar - 93400 Saint Ouen Cedex

Société anonyme [Corporation] with a share capital of €17,287,285

Bobigny Trade and Companies register 519 490 080

Private company governed by the French Insurance Code

The assistance services are implemented by: AWP FRANC SAS,

Simplified joint-stock company with share capital of €7,584,076.86, Bobigny Trade & Companies

Register No. 490 381 753,

Insurance broking firm - ORIAS [French organisation for the registration of insurance intermediaries]

No. 07026 669 <http://www.orias.fr/>,

Registered office: 7 rue Dora Maar, 93400 Saint-Ouen

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