

**CONTRACT No. AY2023032**  
**COMPREHENSIVE**

***HOW TO CONTACT 24/7 OUR ASSISTANCE SERVICE DURING YOUR TRIP***

**VYV International Assistance**  
**3 Passage de la corvette - 17000 LA ROCHELLE**  
**By phone from abroad: + 33.5. 86.85.01.28**  
**preceded with the local dialling code to reach the international network**  
**By email: [ops@vyv-ia.com](mailto:ops@vyv-ia.com)**

To enable us to take optimum action, please make sure the following information is available; you will be asked for it during your call:

- The number of your contract **AY2022032**
- Your surname and first name
- Your home address
- The country, city, or location where you are when you make the call
- Give the precise address (no., street, hotel, if applicable, etc.)
- The telephone number where we can reach you
- The nature of your problem

***To declare your insurance claims:***

***Cancellation, Luggage, Curtailed Trip, Transport delay***

**Visit our PRESENCE ASSISTANCE TOURISME website:**

**[www.gestion.presenceassistance.com](http://www.gestion.presenceassistance.com)**

- Complete the field "number of your travel file" with the file number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your file number and all the documents which must be supplied.

***Through this site you will be able to send us your documentation and monitor the state of progress of your application in real time.***

## PRACTICAL INFORMATION

**Reminder: European nationals are reminded that they must carry their European Health Insurance Card (EHIC) for the duration of their guaranteed stay when travelling in a European Union country.**

**❖ You need information about the guarantees provided by the contract:**

*Please reach Présence Assistance Tourisme*

- *By email at: [contactus@presenceassistance.com](mailto:contactus@presenceassistance.com)*
- *By phone from Monday to Friday from 9:30am to 5pm at: +33 1 55 90 47 52*

**❖ You have to modify or cancel your trip,**

*Please reach your travel agency*

**❖ You need information about a current insurance claim**

*Please reach Présence Assistance Tourisme*

- *By email at : [contactus@presenceassistance.com](mailto:contactus@presenceassistance.com)*
- *By phone from Monday to Friday from 9:30am to noon at: +33 1 55 90 47 09*

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<b>Article 2 – TABLE OF GUARANTEES AND COVER SUMS SUPPORTED BY AREAS</b>		
<b>2.2/ CANCELLATION</b>		
Reimbursement of cancellation costs invoiced by your travel organiser	Maximum cover	Excess
<b>A-1/ Cancellation for medical reason</b> <ul style="list-style-type: none"> <li>➤ Serious illness, Serious bodily accident or death of the Insured or a Family Member (including complications or aggravation of a sickness or accident or preexisting illness, not foreseeable the day of the booking of the trip)</li> </ul>	<b>Maximum</b> <b>€50,000 per person</b> <b>€150,000 per event</b>	<b>A-1/Trip amount up to €10,000 per person: 10% of the value of the incident</b>
<b>A-2/ COVID-19 EXTENSION</b> <ul style="list-style-type: none"> <li>➤ Cancellation for Serious Illness following a COVID-19 contamination of the Insured and leading to a quarantine and/or hospitalization during the trip or a contraindication to travel.</li> <li>➤ Cancellation because death or Serious Illness leading to hospitalization, of an Insured's Family Member, following a COVID-19 contamination within 30 days before departure.</li> <li>➤ Cancellation due to a positive COVID-19 PCR test performed within 72 hours before departure, and required by the country of destination.</li> <li>➤ Cancellation due to a denied boarding of the Insured, following a COVID-19 test at the airport of departure.</li> </ul>		<b>Trip amount above €10,000 and up to €50,000 per person: 20% of the value of the incident</b>
<b>B/ Cancellation of random event</b> <ul style="list-style-type: none"> <li>➤ Cancellation for Any Other Random event who can be justified, except for the exclusions mentioned in this document.</li> </ul>		<b>A-2/ Trip amount up to €50,000 per person: 30% of the value of the incident</b> <b>B/ Trip amount up to €50,000 per person: 20% of the value of the incident</b>
<b>2.3/ LUGGAGE</b>		
	Maximum over	Excess
<ul style="list-style-type: none"> <li>➤ Theft, total or partial damage, loss during transit by a carrier</li> </ul>	<b>WITH JUSTIFICATION :</b> <b>Maximum €1,500 per person</b> <b>€7,500 per event</b>	<b>€50 per luggage item concerned</b>
	<b>WITHOUT JUSTIFICATION</b> <b>€150 flat-rate per person</b>	
- Included characterized theft of valuable items	<b>Maximum €500 per person</b>	<b>€50 per person</b>
- Included characterized theft of personal items	<b>Maximum €1,000 per person</b>	<b>€50 per person</b>
<ul style="list-style-type: none"> <li>➤ Cost of renewal of official documents in the event of theft</li> </ul>	<b>Maximum €200 per person</b>	
<ul style="list-style-type: none"> <li>➤ Over 24 hours luggage delivery delay</li> </ul>	<b>Maximum €150 per person</b>	
<b>2.4/ TRANSPORT DELAY</b>		
	Maximum cover	Excess
Following an over 4 hours reported delay with the arrival of the train, aircraft, or boat.	<b>€150 Flat-rate per person/€1,350 per event</b>	<b>4 Hours</b>
<b>2.5/ CURTAILED TRIP</b>		
	Maximum cover	Excess
<ul style="list-style-type: none"> <li>➤ Reimbursement of unused ground services (pro rata temporis)</li> </ul>	<b>Maximum €5,000 per person</b> <b>€45,000 per event</b>	

<b>Article 3 – DESCRIPTION OF PERSONAL ASSISTANCE BENEFITS SUPPORTED BY VYV IA</b>		
<b>3.4/PERSONAL ASSISTANCE</b>	<b>Maximum cover</b>	<b>Excess</b>
➤ 24-hour travel advice and medical information	Actual costs	
➤ Remedial or healthy transport (including COVID-related illness)	Actual costs	
➤ Repatriation of accompanying persons	Return ticket* and Connection taxi**	
➤ Repatriation of children under 18 years of age	Return ticket* and Connection taxi**	
➤ Visit from a relative	Round-trip ticket* + Hotel expenses €150 per night/per person/ maximum 10 nights	
➤ Extension of stay	Hotel expenses €150 per night/per person/maximum 10 nights	
➤ Onward journey	Round-trip ticket* + Connection taxi**	
Medical expenses outside the country of residence (including COVID-related expenses)		
a) Europ and Mediterranean countries	a) €75,000	<b>a) and b) €250 per person</b>
b) Rest of the world	b) €150,000	
➤ Emergency dental expenses	€250	
➤ Covid test fee	€100	
Upfront payment of medical expenses outside the country of residence		
a) Europ and Mediterranean countries	a) €75,000	<b>€250</b>
b) Rest of the world	b) €150,000	
➤ Shipment of medicines	Shipment expenses	
➤ Shipment of prostheses	Shipment expenses	
Repatriation of bodies		
➤ Cost of transporting the body	Actual costs	
➤ Expenses directly related to the transport of the body	Actual costs	
➤ The cost of a coffin or urn	€2,500	
➤ Death and body recognition formalities	Round-trip ticket* + Hotel expenses €150 per night/per person/ maximum 4 nights	
Early return		
➤ In case of hospitalisation or death of a family member	Return ticket* maximum €750 per person + Connection taxi**	
➤ In the event of a loss at home		
➤ Impossible return	€150 maximum per night/per person maximum 5 nights	<b>1 nuit</b>
➤ Replacement driver	Ticket* or replacement driver	
➤ Legal assistance: criminal bail	€10,000	
➤ Legal assistance: legal fees	€5,000	
➤ Search and rescue costs at sea and in the mountain	€4,500	

PERSONAL ASSISTANCE (following)	Plafond de garantie	Franchise
➤ On-track rescue costs	€4,500 per person/ maximum €9 000 per event	
➤ Transmission of urgent messages	Actual costs	
➤ Psychological support following quarantine	2 interviews per event	
➤ Psychological support in case of repatriation	2 interviews per event	
➤ Local telephone package	€50	
➤ Upfront payment	€1,500	
➤ Official identification documents	Shipment expenses	
3.5/ « COVID » ASSISTANCE BENEFITS	Plafond de garantie	Franchise
➤ Suspension of stay	Hotel expenses up to the day of possible return, €150 per person maximum 10 nights Return ticket €750 maximum per person + Connection taxi**	
➤ Deferred return		
➤ Consequence of quarantine		
3.6/ ADDITIONAL PERSONAL ASSISTANCE BENEFITS	Plafond de garantie	Franchise
➤ Contact with a specialist following a domestic incident	€200	
➤ Sick care	Maximum 20 hours	
➤ Child care	Maximum 20 hours	
➤ Delivery of medicines	Delivery expenses	
➤ Educational support for you minor child	15 hours per week maximum 1 month	
➤ Pet sitting	10 days maximum	
➤ Housekeeper	10 hours over 4 weeks	
➤ Delivery of meal and groceries	Delivery expenses (15 days maximum)	
➤ Hospital comfort	TV rental: €100	

\*First class train ticket or economy class airline ticket

\*\* Transfer from Hotel/Airport/Railway station/Home

## INTRODUCTION

The Comprehensive contract is a group insurance contract with optional membership no. AY2023032 (hereinafter referred to as the « Contract ») taken out by THE TRAVEL AGENCE, (hereinafter referred to as The Travel Agency), acting both on its behalf and on behalf of its clients, with:

- **AREAS**, insurance mutual company, registered in the Paris Trade and Companies Register under number D 775 670 466, whose registered office is located at 47/49 rue de Miromesnil 75008 PARIS – France, (hereinafter referred to as « AREAS » ou « Insurer ») for the guarantees of Cancellation, Luggage, Transport delay, Curtailed trip, Article 2 of the present Contract.

- **RESSOURCES MUTUELLES ASSISTANCE**, an assistance union governed by the provisions of Book II of the Mutual Code, with its registered office at 46 rue du Moulin - B.P. 62127 - 44121 VERTOOU cedex, registered in the Siren Directory under SIREN number 444 269 682, (hereinafter referred to as "VYV IA" or "Insurer") for the guarantee Personal Assistance, Article 3 of the present Contract.

The Contract is taken out through **PRESENCE ASSISTANCE TOURISME** (hereinafter referred to as « PRESENCE ASSISTANCE » or « broker ») and **COVERASSUR** (hereinafter referred to as « COVERASSUR » or « broker »).

The Contract is managed by **PRESENCE ASSISTANCE** for guarantees Cancellation, Luggage, Transport delay, Curtailed trip.

The Contract is managed by **VYV IA** for the guarantee Personal Assistance.

This document is contractual, it presents the "Terms and Conditions" of the Comprehensive Contract.

## ARTICLE 1 – DEADLINE FOR JOINING THE CONTRACT

**In order to be valid, adherence to this contract must be simultaneous with the trip registration or at the latest before the beginning of the cancellation fee schedule.**

## ARTICLE 2 – DESCRIPTION OF INSURANCE BENEFITS SUPPORTED BY AREAS

### 2-1 DEFINITIONS

These definitions are an integral part of this contract. It allows for a better reading and contributes to a perfect appreciation of the guarantees that You benefit from. Please refer to it for any difficulty of interpretation.

By "**You**" is meant the Insured for all matters relating to the guarantees and obligations in the event of a Loss and by "**We**" is meant the Insurer.

#### **Bodily injury**

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority.

#### **Serious bodily injury**

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional activities, or in absence of a professional activity, any other basic activity to be carried out in the course of a daily life,

#### **Member**

Any natural person declared by the Subscriber in the context of a group contract, hereinafter referred to as the Member or Insured on whom the interests of the insurance are based and whose identity is indicated on the membership form. As a client of the travel agency, **the Member must have a round trip ticket in order to benefit from the coverage.**

#### **Travel Agency**

Company approved for the distribution of travel products and coverage of this contract.

#### **Insurer**

The guarantees of Article 2 of the contract are supported by AREAS DOMMAGES (hereinafter referred to as "we" or "us"), a mutual insurance company, registered in the Paris Trade and Companies Register under number D 775 670 466, whose registered office is located at 47/49 rue de Miromesnil 75008 PARIS.

### **Attack**

All acts of violence, constituting a criminal or illegal attack made against persons and/or property in the country in which you are staying, intended to cause serious public disorder through intimidation and terror, and subject to media coverage.

This "attack" must be identified by the French Foreign Ministry or the French Home Office.

If several attacks take place on the same day in the same country and if the authorities consider these to constitute a single coordinated action, this event shall be considered to be a single event.

### **Insured**

Natural person or group duly insured under the present contract, whose surname and given name appear on the application form, and referred to, hereinafter, by the term "you". These persons can be domiciled anywhere in the world.

### **Luggage**

Travel bags, suitcases, trunks and their contents, excluding clothing which you are wearing.

### **Natural catastrophe**

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

### **Forfeiture**

A contractual penalty that deprives you of all coverage for the loss to which it applies. It cannot be invoked against injured parties other than the insured or their beneficiaries if you incur it as a result of non-compliance with your obligations after a loss.

### **Covered Trip/Stay**

Means the Trip organized by the Policyholder and for which you are insured and have paid the corresponding premium. The period of validity of the guarantees corresponds to the dates of the stay indicated on the issued invoice, with a maximum duration of 90 consecutive days.

### **DROM**

The term "DROM" refers to the Overseas *Departments* and Regions, i.e. Guadeloupe, Martinique, French Guyana, La Réunion and Mayotte.

### **Duration of cover**

- "Cancellation" cover takes effect on the date you sign your insurance contract, and expires on the date of your departure on your journey.
- The term of validity of the other forms of cover, matches the trip dates shown on the invoice issued by the travel organiser, with a maximum period of 90 consecutive days.

### **Essential items**

Clothing and toiletry enabling you to live temporarily without your personal effects being available.

### **Epidemic**

Any outbreak and spread of a contagious infectious disease that affects a large number of people nationwide at the same time, including Coronavirus, influenza type A, viral hemorrhagic fevers, and that is recognized by national health authorities as a public health emergency involving restrictive and constraining measures in terms of population movement and health treatment.

### **Europa and Mediterranean countries**

Europa and Mediterranean countries refers to travel to Albania, Algeria, Germany Andorra, Austria, Balearics, Belarus, Belgium, Bosnia-Herzegovina, Bulgara, Canary Islands, Cyprus, Crete, Croatia, Denmark, Egypt, Spain, Estonia, Finland, Faroe Islands, Georgia, Gibraltar, Greece, Hungary, Irland, Icelande, Israel, Italy, Jordania, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madeira, Malta, Marocco, Monaco, Monténégro, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Russian Federation, San

Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Sweden, Swizerland, Czech Republic, Tunisia, Turkey, Ukraine, Vatican.

#### Events providing insurance cover

- ✓ Cancellation;
- ✓ Theft, damage, loss of luggage, delay in delivering luggage;
- ✓ Transport delay
- ✓ Curtailed trip.

#### Generating event

The generating events are developed in the description of each of the benefits defined below and apply following events such as Bodily injury, sudden and unforeseeable illness, death of an **Insured**, sudden and unforeseeable complication occurring during the illness.

#### France

Mainland France and Corsica

#### Excess

Share of casualty which must be paid by the Insured stipulated by the contract if compensation is paid after a casualty. The deductible can be expressed as a sum of money, a percentage, or in days, hours or kilometres.

#### Group

All participants listed on the same trip registration form.

#### Hospitalization

Any admission to an inpatient facility that involves at least one night. Quarantine in a hospital is not defined as hospitalization.

#### Immobilisation at home

Any immobilisation at home for medically justified and proven reasons.

#### Sickness

Sudden and unforeseeable deterioration of health recorded by a competent medical authority.

#### Serious illness

Sudden and unforeseeable deterioration of health recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional activities, or in absence of a professional activity, any other basic activity to be carried out in the course of a daily life.

#### Maximum per event

If the cover is for several insureds who are victims of the same event, and insured with the same special terms, the insurer's cover is in any event limited to the maximum sum stipulated for this cover, regardless of the number of victims. The compensation is consequently reduced and paid in proportion to the number of victims.

#### Family members

Family members means a person who can prove a family relationship (de jure or de facto) with the Insured from the following list: legal or de facto spouse, his or her ascendants or descendants or those of his or her legal or de facto spouse, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of the spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

#### Personal items

Cameras, video recorders, portable game consoles, multimedia players, laptops belonging to the Insured. Only personal items purchased less than 3 years previously will be covered.

#### Precious items

Pearls, jewellery, watches, worn furs, hunting rifles, fishing equipment valued more than €50 each.

### **Pandemics**

Epidemics developed in a vast area, beyond the borders and qualified as pandemics by World Health Organisation (WHO) and/or by the local sanitary authorities where the claim took place.

### **Country of Domicile/Country of Residence**

Domicile is considered to be the Insured's principal and usual place of residence. Coverage is available to Insureds domiciled in the entire world. In the event of a dispute, the tax domicile constitutes the domicile.

### **Quarantine**

Isolation in which people are placed in the case of suspected or confirmed illness, decided by a local sanitary authority, to prevent the spread of the disease in an epidemic or pandemic context.

### **Rest of the World**

"Rest of the World" means all countries not listed in the definition of "Europe and Mediterranean Countries".

### **Casualty**

A random event that triggers one of the guarantees of this contract.

### **Domestic events**

Fire, burglary or water damage to your home during your trip.

### **Underwriter**

The travel agency or tour operator who takes out this contract on behalf of his clients, hereinafter referred to as the Insured.

### **Territoriality**

All over the world.

### **Third Party**

Any person other than the Insured responsible for the damage.

Any Insured person who suffers bodily injury, property damage or consequential loss caused by another Insured person (the Insured persons are considered as third parties among themselves).

### **Wear and tear (obsolescence)**

Depreciation of the value of an asset caused by time, use or maintenance conditions on the day of the loss.

### **Characterized Theft**

Theft committed by a third party, with assault or break-in, proven and recorded as such by a competent authority.

## **2.2 CANCELLATION OF THE TRIP**

### **2.2.1 NATURE OF THE BENEFITS**

#### **A-1/ CANCELLATION FOR MEDICAL REASONS**

You are covered for the reasons and circumstances listed hereinafter, excluding all others, subject to the limit of cover and the deductible stated in the Table of Cover.

- **Serious illness, Serious bodily injury or death,**

Or

- **Consequences, sequels, complications including relapses or aggravation of a pre-existing bodily injury or sickness not foreseeable on the date of the booking your trip, preventing your departure and/or the exercise of the activities planned during your stay (it being understood that the date of the first medical observation of the aggravation, evolution or relapse will be taken into account for the calculation of the refund):**
  - of Yourself,
  - of a Family Member, provided that the event occurs within 30 days prior to the departure.

**We will intervene only if the Sickness or Bodily Injury formally prohibits leaving the home, requires medical care and prevents the performance of any professional activity or any other basic activity that must be performed in the course of daily life.**

- **Pregnancy complications of the Insured up to the 28th week:**
  - Which lead to absolute cessation of professional activity, or in absence of a professional activity, any other basic activity to be carried out in the course of a daily life, and provided that you are not more than 6 months pregnant at the time of departure,

Or,

- If the intrinsic nature of the journey is incompatible with a state of pre, provided that you are not aware of your condition when you signed the Contract.

#### **A-2/ COVID-19 EXTENSION**

Notwithstanding the exclusions of this Contract, We guarantee the reimbursement of the sums actually paid and the cancellation or modification fees due under this Contract, up to the amount indicated in the Table of Cover and after deduction of taxes, insurance premiums and administrative fees, if you are unable to leave for a medical reasons for the reasons and circumstances listed below, to the exclusion of any other:

- **Cancellation due to Sickness or Serious Illness following a COVID-19 contamination of the Insured, justified by a medical authority and leading a quarantine and/or a hospitalization during the date of the trip or a contraindication to travel (supporting documentation is required).**
- **Cancellation due to death or Serious Illness leading to a hospitalization of a Family Member, following a COVID-19 contamination declared within 30 days prior departure, justified by a medical authority and requiring the presence of the Insured (supporting documentation is required).**

**In case of cancellation due to Sickness/Serious Illness of the Insured or a Family Member, we intervene according to the above conditions and only if the result of a PCR test is « positive » for COVID-19.**

For the guarantee to be acquired, the test must be carried out only:

- **Either on request of a physician, consulted BEFORE performing the test to verify existing symptoms,**
- **Or at the initiative of the Insured and confirmed by a physician after obtaining a « positive » PCR test, consulted for the treatment and follow-up of the symptoms existing in the 15 days preceding the beginning of the stay.**

**Any trip cancellation due to a « positive » PCR test performed outside of these conditions will not be covered by this Contract and will not be subject to any refund.**

- **Cancellation due to a « positive » COVID-19 test performed within 72 hours prior departure, required by sanitary authorities of the destination country, the travel organizer or the transportation company to be able to make the trip.**

**Any trip cancellation due to a « positive » PCR test performed outside of these conditions will not be covered by this Contract and will not be subject to any refund.**

- **Cancellation due to denied boarding of the Insured, following a COVID-19 check at the airport of departure. A document issued by the airline or the sanitary authorities who denied the boarding will be required to get the refund.**

**It is your responsibility to establish the reality of the situation giving entitlement to our services; We therefore reserve the right to refuse your request, on the opinions of our physicians, if the information supplied does not prove the materiality of the facts.**

## **B/ CANCELLATION FOR ANY OTHER JUSTIFIED RANDOM EVENT**

You are also covered, up to the limit stated in the Table of Cover, against **all other random events, of any kind whatsoever, constituting an immediate, real and serious obstacle**, preventing your departure and/or exercise of the activities planned during your trip. The term "random event" is understood to mean all sudden, unforeseeable circumstances independent of the insured's will justifying cancellation of the journey. There must be a direct causal link between the random event and the impossibility of leaving.

**However, cover is operative, for the following causes, only under the conditions described precisely below:**

- **Serious Illness, Serious bodily accident or death,**
- Or
- **Consequences, sequels, complications or aggravation, recorded after joining the contract,** of a bodily accident or pre-existing sickness and not foreseeable at the date you book the trip, preventing your departure (it being understood that the date of the first medical observation of the aggravation, evolution or relapse will be taken into account for the calculation of the refund):
    - Your tutor or any other person living habitually under your roof,
    - Your designated professional replacement chosen at the moment of the purchase,
    - The person designated when signing the present contract as having responsibility, during your trip, for keeping or accompanying on holiday your minor children, or the disabled person living under your roof, provided there is more than 48 hours' hospitalisation, or death.
  - **Unplanned hospitalisation of more than 48 consecutive hours or death of the trip, of an uncle, aunt, nephew, or niece of the Insured or his/her Spouse** that cannot be foreseen on the date of the booking of the Stay and that requires the Insured or his/her Spouse to be at his/her bedside or at his/her funeral on a date during the Stay.
  - **Serious material damage** requiring absolutely your presence on the date of the planned departure in order for you to take the necessary protective measures, following a fire, water damage or natural elements, and affecting more than 50% of your private or professional premises
  - **Theft from private or professional premises**, absolutely requiring your presence on the date of departure, **provided it has occurred within the 48 hours preceding the departure for the journey. A complaint will be required.**
  - **Your medical appointment notice for an organ transplant**, on a date before or during the planned journey, provided the appointment notice was not known when the Contract was signed.
  - **Serious damage to your vehicle** occurring within 48 hours preceding departure, if it can no longer be used to convey you to the location of your trip.
  - **An accident or breakdown of your means of transport** occurring during transport to the departure point, leading to a delay of more than two hours, makes you miss the flight reserved for your departure, provided you have taken measures to arrive at the airport at least 2 hours before the final boarding.
  - **Your redundancy on economic grounds** or redundancy of your spouse or de facto spouse, provided that the procedure was not started on the date when you signed the present Contract and/or that you were not aware of the date of the event when you signed the contract.
  - **Obtaining a paid employment or remunerated traineeship**, taking effect before or during the dates scheduled for your journey, when you were registered with the Job Centre, provided this is not a case of prolongation, renewal or amendment of a type of contract, nor a mission provided by a temporary employment company.

- **Your administrative or judiciary convocation of an imperative, unforeseeable nature which cannot be postponed**, issued by an authority, on a date occurring during the planned journey, provided the convocation was not known when you signed the Contract.
- **Your convocation**, on a date occurring during your journey, **to a university re-sit examination**, provided that the failure of the examination was not known when you signed the present Contract.
- **Refusal of a tourist visa** by the authorities of the country chosen for your journey, provided that you did not file any application refused by these authorities during a previous journey, that your actions meant that they could reach a decision prior to your journey, and provided that you have met the constraints demanded by the administrative authorities of this country.
- **Your professional transfer**, not for disciplinary reasons, imposed by your employer, obliging you to move home during the term of your insured journey, or within 8 days preceding your departure, provided that the transfer was not known when you signed the Contract. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts.
- **Cancellation or modification of the date of your paid leave by your employer**. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts. The employer must have given prior, written agreement to this leave, which is a vested right, before you signed the Contract.
- **Your convocation to adopt a child** within 15 days preceding your departure or during the period of your insured trip, provided that the convocation was not known when you signed the Contract.
- **Cancellation due to separation of a couple**, whether married, bound under a civil solidarity pact or reputed spouses. This cover is operative only on presentation of legal and administrative documents proving the real nature of the separation or of cohabitation in the case of unmarried cohabitation (divorce procedure, termination of the PACS [civil solidarity pact] contract, all documents proving the couple's cohabitation, electricity and gas utility bills, telecoms bills, joint bank accounts, joint declaration, etc.).
- **Theft, within 48 hours preceding your departure, of your identity documents** (passport, identity card) **essential to cross the borders which must be crossed** during your journey, provided that a declaration of theft has been made, as soon as the theft came to your attention, to the closest police authorities.

**In all cases of journey cancellation:**

- **Cancellation for a guaranteed reason** of one or more persons registered at the same time as you (Maximum 9 persons for the entire application), insured under the present contract. If you wish to make the journey alone, account is taken of the additional costs, although our reimbursement cannot exceed the sum due in the event of cancellation on the date of the event

If the travel registration form provides for several families, each one is guaranteed for its share; the trip is not totally cancelled and in this case, the insurance indemnity relates to the arithmetical share of the family concerned. It is the responsibility of the signatory of the travel reservation to provide the intermediary with the names of the co-payees.

- **Costs for a change of name** charged by the service-provider if, for a guaranteed event, you prefer to have yourself replaced by another person rather than to cancel your trip. Our reimbursement cannot exceed the value due in the event of cancellation on the date when the name is changed.
- **The compensation will be paid to you minus a specific deductible** stated in the table of cover sums and deductibles. This deductible also applies to persons registered at the same time as you insured under the present Contract.

### 2.2.2 VALUE OF THE COVER

The compensation paid in application of the present Contract can under no circumstances exceed the price of the journey declared when signing the present Contract and within the limits stipulated in the Table of Cover, per insured person, and per event.

We shall reimburse to you the value of the cancellation costs invoiced according to the cancellation table listed in the travel agency's general terms.

**Administrative costs invoiced by the travel organiser or travel agency after cancellation or modification of the journey, costs of tips and visas, all taxes reimbursable to the travel agency or to the insured by the carrier or all collection agencies, and the premium paid in consideration for signing the present contract, are not reimbursable.**

### 2.2.3 HOW LONG DO YOU HAVE TO REPORT THE CLAIM?

Two stages

1/ At the first appearance of the illness, or as soon as you are aware of the event triggering the cover, you must **IMMEDIATELY inform your travel agency.**

**If you cancel the trip at a later date with your travel agency, our reimbursement will be limited to the amount of the costs that would have been payable by you on the date of the loss, in accordance with the cancellation fee schedule in the Special Conditions of Sale of the tour operator, travel agency or airline. This clause implies that any difference between the cancellation costs calculated on the date of the loss as determined by us and those calculated by the tour operator and shown on your invoice for cancellation costs will remain at your expense.**

2/ On the other hand, you must declare the claim to PRESENCE ASSISTANCE, within five working days following the event involving the guarantee.

**If this time limit is not respected and we suffer prejudice as a result, you will lose all rights to compensation.**

### 2.2.4 WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written casualty declaration must be accompanied:

- **In the event of Serious Illness or Serious bodily accident, or hospitalisation**, by a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the illness or physical injury,
- **In the event of positive PCR test**, by the prescription of the test, the result of the test, the isolation certificate issued by administrative authority (such as CPAM or ARS in France),
- **In the event of denied boarding**, by a document issued by the airline or sanitary authority who denied the boarding. In the absence of such proof no compensation will be possible,
- **In the event of death**, by a certificate and the personal details form,
- **In any other cases**, by all documents proving the reason for your cancellation.

**You will have to provide all information and documents requested to justify the reason for your cancellation and particularly:**

- ✓ Prescriptions for medicines, medical analyses or examinations and proof that they have been delivered or performed.
- ✓ The statements of the Social Security or any other similar organisation relative to the reimbursement of the treatment costs and/or the payment of the daily sickness benefit,
- ✓ The cancellation costs invoiced by the organiser of the journey or the travel agency,
- ✓ The number of your insurance contract,
- ✓ The registration form issued by the travel agency,
- ✓ In the event of an accident, you will have to explain the causes and circumstances and provide the names and addresses of the responsible parties and also, if applicable, of any witnesses,
- ✓ The valid double-sided identity document of all insured persons concerned by the claim
- ✓ And any other document required to manage your claim.

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical officer. If you object to this without a legitimate reason, you will lose your rights to cover.

**If you do not comply with the above obligations, except in the case of fortuitous events or force majeure, we will be entitled to claim compensation in proportion to the damage that this failure may have caused us, which will be deducted from that which could be charged to us.**

**If you misrepresent the nature and circumstances of the loss or the amount of the damage, or fail to declare the existence of other insurance policies covering the same risks, or use inaccurate documents or fraudulent means to justify your claim, you will be deprived of all rights to compensation.**

## **2.2.5 WHAT WE EXCLUDE?**

The Cancellation guarantee does not cover the impossibility of leaving due to the closure of borders, the material organisation, the accommodation conditions or the safety of the destination.

In addition to the General Exclusions, the following are also excluded:

- ◆ An event, a sickness or an accident that was first diagnosed, relapsed, aggravated or leading to an hospitalisation between the date of the purchase of the journey and the date of subscription to the insurance contract,
- ◆ An event, sickness or accident that was first diagnosed, relapsed, aggravated or leading to an hospitalisation before the subscription to the insurance contract,
- ◆ An accident or sickness known before the insurance contract is taken out, except for unforeseeable changes in health,
- ◆ Any circumstance detrimental to the mere enjoyment,
- ◆ Pregnancy including complications after the 28th week, and in all cases, abortion, delivery, in-vitro fertilisation and consequences of these,
- ◆ Omission or lack of vaccination,
- ◆ Cancellation due to an *Epidemic* or *Pandemic* event, unless otherwise stipulated in the guarantee,
- ◆ Failure of all kinds, including financial failure, of the carrier, making it impossible to perform its contractual obligations,
- ◆ Lack or excess of snow,
- ◆ Any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 3 consecutive days and which has not been qualified as such by a competent medical authority,
- ◆ Pollution, local sanitary situation, natural catastrophes in France and DROM covered by the procedure referred to by law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ◆ Weather or climate events,
- ◆ Cessation of operations of the airline,
- ◆ Consequences of legal procedure against you,
- ◆ Absence of hazards,
- ◆ An intentional and/or legally reprehensible act, the consequences of alcoholic states and the consumption of drugs, any stupefying substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- ◆ The simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ An act of negligence on your part,
- ◆ Any event for which the travel agency may be responsible in accordance with the Tourism Code in force,

- ◆ Medical interventions resulting from the sole will of the Insured except in the case of medically recognised necessity,
- ◆ Pathologies that have been the subject of a consultation, hospitalisation, hospitalisation at home in the thirty (30) days preceding the booking of the journey,
- ◆ The impossibility to leave due to:
  - Administrative restrictions on the movement of persons imposed by the competent authorities of the country of departure, transit or destination, except for the reasons listed in the cover
  - The material organisation of the Insured,
  - The sole decision to cancel a member of the group for a reason other than those listed in the guarantee.
- ◆ Accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge, all aerial sports, as well as those resulting from participation or training in matches or competitions,
- ◆ Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

In addition, the « COVID-19 EXTENSION » guarantee does not cover cancellations resulting from:

- ◆ Inability to leave due to border closures, travel restrictions, transport cancellations, material organisation, accommodation or security conditions at the destination;
- ◆ Any other event, occurring between the date of subscription to the insurance contract and the departure date of your trip, not listed in A-2/COVID-19 EXTENSION;
- ◆ Any event occurring between the date date of purchase of the trip and the date of subscription of the insurance contract;
- ◆ PCR tests that do not meet the conditions of this guarantee;
- ◆ Antigenic tests;
- ◆ Any person reported as a contact case to COVID-19 but not confirmed by a positive PCR Test and/or not preventing travel from taking place;
- ◆ The consequences of health measures taken by the competent authorities at local, regional, national or international level to restrict the movement of goods and persons: containment, border closures or restrictions on entry into national territory ;
- ◆ The sanitary situation at the place of stay.

## 2.3 LUGGAGE

### 2.3.1 NATURE OF THE BENEFIT

#### **THEFT, TOTAL OR PARTIAL DOMMAGES, LOSS DURING TRANSIT BY A CARRIER**

We cover your Luggage, Personal Objects and Valuables, taken with you or purchased during your trip, outside your principal or secondary place of residence, up to the amounts indicated in the Table of Policy Amount.

The Insured shall be compensated for material damage resulting exclusively from

- the total or partial loss or destruction of his/her Luggage by the authorised carrier and/or during transfers organised by the tour operator, provided that it is checked in or duly entrusted to the authorised carrier or entrusted to the tour operator during the transport and transfers organised.
- Theft of Luggage and Personal Objects (committed with break-in or assault):
  - ✓ in the boot (out of sight) of a locked and closed vehicle, and in any case committed between 7 a.m. and 10 p.m. (local time),
  - ✓ in the Insured's room, stored in an individual locker,
  - ✓ or under the direct supervision of the Insured.

**Valuables are covered ONLY against robbery in the country of Stay and ONLY when they are carried on the Insured or when they are deposited in the safe in his/her room.**

#### **COSTS OF RENEWING OFFICIAL DOCUMENTS**

We will reimburse you for the cost of repairing passports, identity cards and driving licences stolen during your trip, up to the amount indicated in the Table of Benefits, provided that you have filed a complaint immediately with the nearest police authorities and have made a declaration against receipt to the nearest French Embassy or Consulate.

#### **DELAY IN DELIVERY OF YOUR LUGGAGE**

If your personal luggage is not delivered to you at the destination airport (on the outward journey) and if it is returned to you more than 24 hours late, we will reimburse you, on presentation of proof, for the basic necessities up to the amount indicated in the table of cover.

However, you cannot combine this compensation with the other compensation provided by the LUGGAGE cover.

### **2.3.2 WHAT ARE THE LIMITS OF THE COVER?**

For the theft of Valuables and Personal objects, the reimbursement value can in no case exceed the amount indicated in the Table of Benefits.

In addition, the objects listed above are only covered against theft that is characterised and duly declared as such to a competent authority (police, gendarmerie, transport company, purser, etc.).

The theft of Valuables is covered ONLY if the objects have been placed in a safety deposit box or carried by you.

The theft of Personal Objects is covered ONLY if the objects are worn or used by you, taken with you in Luggage not entrusted to a carrier, or left in a locked hotel room or flat. The guarantee is only valid in the country of stay.

If you use a private car, the risks of theft are covered provided that your Luggage and Personal Objects are contained in the locked trunk of the vehicle and out of sight. Only theft by break-in is covered.

**If the vehicle is parked on the public highway, the guarantee is only valid between 7 a.m. and 10 p.m.**

### **2.3.3 WHAT WE EXCLUDE?**

In addition to the general exclusions common to all cover, We cannot intervene in the following circumstances:

- Theft of Luggage and Personal Objects left unattended in a public place or stored in a room shared by several people,
- Theft of Valuables and Personal Objects when they have not been placed in a locked safety deposit box, when they are not being worn, which implies that these objects are not covered when they are entrusted to a transport company of any kind (air, sea, rail, road),
- Forgetting, loss (except by a transport company), exchange,
- Theft without break-in duly noted and recorded by an authority (police, gendarmerie, transport company, purser, or any other competent authority),
- Accidental damage due to the leakage of liquids, fatty, colouring or corrosive substances contained in your Baggage,
- Confiscation of goods by the Authorities (customs, police),
- Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- Theft committed in any vehicle without a boot,
- Collections, samples from sales representatives,
- Theft, loss, neglect or damage of cash, documents, books, tickets and credit cards,

- Theft, loss or damage of cash, documents, books, travel documents and credit cards, Theft, loss or damage of official documents: passport, identity card or residence permit, vehicle registration document and driving licence,
- Breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,
- Indirect damage such as depreciation and loss of use,
- The following objects: any prosthesis, equipment of any kind, trailers, valuable securities, paintings, cheques, glasses, contact lenses, keys of any kind, documents recorded on tapes or films as well as professional equipment, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohol, works of art, beauty products, photographic film, consumable goods, animals.

### 2.3.4 FOR WHAT AMOUNT DO WE INTERVENE?

The amount shown in the Table of Amounts of Insurance is the maximum reimbursement for all claims occurring during the period of cover.

### 2.3.5 HOW IS YOUR COMPENSATION CALCULATED?

You will be reimbursed on the basis of proof and on the basis of the replacement value of equivalent objects of the same nature, less any depreciation.

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the luggage or the personal object or the object of value. In the following year, the reimbursement amount will be calculated at 75% of the purchase price. In subsequent years the value will be reduced by a further 10%.

In addition, in the event of non-presentation of the receipts, you will be compensated on a lump sum basis as indicated in the Table of Amounts of Insurance.

In no case will the proportional rule of capital provided for in Article L.121-5 of the French Insurance Code be applied.

Our reimbursement will be made after deduction of any reimbursement obtained from the transport company and of the excess.

### 2.3.6 WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim declaration must be received by PRESENCE ASSISTANCE TOURISME within 5 working days of you becoming aware of the event, except in the event of force majeure. **After this period, if We suffer prejudice because of the late declaration, you lose all rights to compensation.**

The claim declaration must be accompanied by the following elements

- the receipt of a complaint in the event of theft or a declaration of theft to a competent local authority (police, gendarmerie, transport company, purser, etc.) in the case of theft during the stay or loss by a transport company;
- the loss or destruction report drawn up with the carrier (sea, air, rail, road) when the luggage or objects have been lost, damaged or stolen during the period when they were in the legal custody of the carrier;
- A copy of the list of items declared damaged or stolen, given to the transport company;
- The letter of reimbursement from the airline or transport company stating the compensation paid to you;
- The original purchase receipts for the damaged or stolen items;
- In the event of a delay in delivery, the irregularity report drawn up by the carrier company and the baggage delivery note indicating the date and time of delivery.

**If you do not present these documents, your right to compensation will be forfeited.**

**The sums insured cannot be considered as proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of these goods.**

**You are required to prove, by all means in your power and by all documents in your possession, the existence and value of these goods at the time of the loss, as well as the extent of the damage.**

If you do not comply with the above obligations, except in the case of unforeseen circumstances or force majeure, we shall be entitled to claim compensation from you in proportion to the loss which this failure may have caused us, which shall be deducted from that which may be payable by us.

If, in bad faith, you make false declarations on the nature and circumstances of the claim, on the amount of the damage or do not declare the existence of other insurance covering the same risks, use inaccurate documents as justification or use fraudulent means, you will be deprived of any right to compensation.

### 2.3.7 RECOURSE

As our cover is in addition to other cover granted elsewhere, it is up to the Insured to take recourse against the airline or any other organisation responsible for the damage.

The Insured is obliged to take, first of all, measures likely to restrict the damage and to have it noted by the competent authorities.

Luggage damaged during the journey or not returned by the transport company must be the subject of a certificate of irregularity and a report drawn up by the transport company before being accepted by the Insured. If the Insured only discovers the damage after delivery, he/she shall summon the said company to draw up a report and a report within three days: in the event of refusal to draw up a report, the Insured shall notify his/her protest within three days.

### 2.3.8 WHAT HAPPENS IF YOU RECOVER ALL OR PART OF YOUR LUGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must notify PRESENCE ASSISTANCE TOURISME immediately by registered letter, as soon as you are informed:

- If we have not yet paid you the indemnity, you must repossess the said luggage, objects or personal effects; we are then only obliged to pay for any damage or shortages.
- If we have already compensated you, you may opt within 15 days:
  - ✓ either to surrender the said luggage, objects or personal effects to us,
  - ✓ or to take back the said luggage, objects or personal effects in return for the restitution of the compensation you have received less, where applicable, the part of this compensation corresponding to the damage or missing items.

If you do not choose within 15 days, we will consider that you have opted for abandonment.

## 2.4 TRANSPORT DELAY

### 2.4.1 NATURE OF THE COVER

If, on arrival at the destination, you experience a transport delay (aircraft, train or boat) of over 4 hours compared to the time stipulated in your sales contract, we shall reimburse you a flat-rate sum up to the maximum value stated in the Table of Cover. The compensation payments can be used in conjunction if you experience a delay of at least 4 hours on the outward journey and at least 4 hours on the return journey.

### 2.4.2 TERMS FOR GRANTING THE COVER

The cover is operative provided the covered journey has been made.

### 2.4.3 WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The Insured must:

- Inform PRESENCE ASSISTANCE TOURISME on their return, and at the latest within 15 days of their return. If the claim is not made within this period, and if, as a consequence, **the Insurer** incurs a loss, the Insured shall lose all rights to compensation.

- Give PRESENCE ASSISTANCE TOURISME a confirmation of delay, produced and stamped by the transport company or its representative. This confirmation must include the scheduled time of arrival at the destination, the arrival time actually noted, and must in all cases mention the name of the Insured if the latter cannot provide the stub of their boarding card, or proof of their presence on board.

**IMPORTANT:**

**If you do not meet the obligations listed above it will be impossible to establish the reality of the delayed transport, and you will not therefore be able to be compensated.**

**If you do not comply with the above obligations, except in the case of unforeseen circumstances or force majeure, we shall be entitled to claim compensation from you in proportion to the loss which this failure may have caused us, which shall be deducted from that which may be payable by us.**

**If, in bad faith, you make false declarations on the nature and circumstances of the claim, on the amount of the damage or do not declare the existence of other insurance covering the same risks, use inaccurate documents as justification or use fraudulent means, you will be deprived of any right to compensation.**

#### **2.4.4 WHAT WE EXCLUDE?**

**In addition to the exclusions common to all the guarantees, we cannot make payments under the following circumstances:**

- ◆ a state of civil war or foreign war in the country of departure, transfer or arrival of the covered journey,
- ◆ your refusal to use the covered transport,
- ◆ A decision by the airport authorities, civil aviation authorities or other authorities having made an announcement of the modifications of the departure times more than 24 hours before the date of the outward or return journey shown on the Insured's transport ticket;
- ◆ Difference between the scheduled arrival time at destination, and the arrival time actually recorded, shown on the confirmation provided by the carrier of less than 4 hours;
- ◆ All Events occurring between the date of on which the Insured reserved their Journey and the date on which the Contract is signed;
- ◆ Cancellation of the journey by the transport company at any time whatsoever;
- ◆ Failure by the Insured to take the transport for which their reservation was confirmed, for any reason whatsoever;
- ◆ Non-admission on board due to a failure to meet the deadline for checking in luggage and/or presenting for boarding.

**It is our responsibility to prove that the transport delay is a consequence of one of the facts listed above, except in the case of foreign war, in which case, in application of the provisions of the French Insurance Code, it is your responsibility to prove that the transport delay is caused by a cause other than foreign war.**

## **2.5 CURTAILED TRIP**

### **2.5.1 NATURE OF THE COVER**

Following **your medical repatriation organised by VYV IA or by any other assistance company**, we will reimburse you and the Members of your family insured under this contract, or a person without family ties accompanying you and insured under this contract, the accommodation costs already paid and not used (return transport ticket

not included) on a pro rata basis, as from the night following the event **leading to the medical repatriation or hospitalisation on the spot.**

In the same way, if a Member of your family not participating in the trip suffers a serious illness, a serious physical accident or a death, and if, as a result, you have to interrupt your stay and VYV IA or any other assistance company proceeds with your repatriation, we will reimburse you and the Members of your family insured under this contract or an unrelated person accompanying you and insured under this contract, the accommodation costs already paid and not used (excluding transport tickets) on a pro rata basis, starting from the night following the date of the early return.

We also intervene in the event of theft, serious damage due to fire, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and imperatively requiring your presence to take the necessary protective measures, we will reimburse you and the Members of your family insured under the present contract or a person without family ties accompanying you and insured under the present contract, the accommodation costs already paid and not used (return transport ticket not included) on a pro rata basis, from the night following the date of early return.

### **2.5.2 WHAT WE EXCLUDE**

**In addition to the exclusions common to all cover, we cannot intervene in the following circumstances**

- ◆ **the request for reimbursement of the transport ticket;**
- ◆ **Repatriation or early return that has not been organised by an assistance company;**
- ◆ **The request for reimbursement of services not included on the travel registration form (including services purchased from the local representative of the organiser on site)**

### **2.5.3 WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?**

You must declare your claim to PRESENCE ASSISTANCE TOURISME within 5 (five) working days of becoming aware of the event, except in the event of force majeure.

After this period, if We suffer a prejudice because of the late declaration, you lose all rights to compensation.

You must imperatively transmit all the documents necessary for the constitution of the file and thus prove the validity and the amount of the claim and in particular

- The name of the assistance company that carried out the repatriation or early return as well as the file number that was given to you,
- The certificate or proof from the assistance company confirming the date of the repatriation or early return and the reason for it,
- The travel registration invoice or the agency's registration form,
- The tour operator's detailed invoice showing the land and transport services.

**If you do not comply with the above obligations, except in the case of fortuitous events or force majeure, we shall be entitled to claim compensation from you in proportion to the loss which this failure may have caused us, which shall be deducted from that which may be payable by us.**

**If, in bad faith, you make false declarations on the nature and circumstances of the claim, on the amount of the damage or do not declare the existence of other insurance covering the same risks, use inaccurate documents as justification or use fraudulent means, you will be deprived of any right to compensation.**

## **2.6 GENERAL FRAMEWORK OF GUARANTEES SUPPORTED BY AREAS**

As with any insurance contract, this one entails rights for you, as well as for Us, but also obligations. It is governed by the Insurance Code. These rights and obligations are set out below.

## 2.6.1 GENERAL EXCLUSIONS COMMON TO ALL COVERAGES

We cannot intervene:

- ◆ Services which have not been requested during the journey or which have not been arranged by us, or in agreement with us, do not give entitlement, a posteriori, to a refund or compensation,
- ◆ Catering and hotel expenses except those specified in the text of the cover,
- ◆ caused intentionally by the Insured and damage resulting from his or her participation in a crime, misdemeanour or brawl, except in the case of legitimate defence,
- ◆ The amount of the sentences and their consequences,
- ◆ Use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic impregnation,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,
- ◆ The practice, professionally of any sport,
- ◆ Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- ◆ Expenses incurred after the return from the trip or the expiry of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,
- ◆ The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, asset seizures or constraints by law enforcement officers,
- ◆ The use by the Insured of air navigation equipment,
- ◆ The use of devices of war, explosives and firearms,
- ◆ Damage resulting from an intentional or dolorous fault of the Insured in accordance with article L.113-1 of the Code des Assurances,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and Pandemics unless otherwise stipulated in the guarantee, pollution, natural catastrophes,
- ◆ Nuclear accident, civil or foreign war, riot, strikes, popular movements, act of terrorism, attacks, hostage taking and their consequences.
- ◆ The absence of hazard,
- ◆ The decay of an atomic nucleus or any radiation from an energy source having a radioactive character,
- ◆ Cosmetic treatment, a cure, le traitement esthétique, une cure, abortion, an in-vitro fertilization and its consequences,
- ◆ An unstabilised pathology having been the subject of a finding or treatment in the 30 days prior to the booking of the journey,
- ◆ Any medical event or condition whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 3 consecutive days or which has not been qualified as such by a competent medical authority.

## 2.6.2 HANDLING OF COMPLAINTS

During the life of the Contract, difficulties may arise.

Therefore, for any request or rectification of information or in the event of a dispute, you must first consult your MANAGER in writing, either by post to PRESENCE ASSISTANCE TOURISME at 110/114 rue Jules Guesde 92300 LEVALLOIS PERRET (France), or by writing to [reclamation@presenceassistance.com](mailto:reclamation@presenceassistance.com) for the insurance cover listed below:

- Cancellation,

- Luggage,
- Transport delay
- Interruption of stay.

You will receive an acknowledgement of receipt within 10 working days. You will be kept informed of the progress of the examination of your situation, and will receive, except in exceptional cases justified in writing, a reply at the latest within two (2) months following the sending of your letter of complaint.

If you are not satisfied with the response, you may refer the matter to the Insurer's customer relations department (AREAS - 49, rue de Miromesnil 75380 Paris cedex 08, [www.areas.fr](http://www.areas.fr), telephone: 01 40 17 65 00) which will respond within the same timeframe (which cannot be accumulated), i.e. within two months of the date on which your letter of complaint is sent.

In the event of a persistent disagreement and the expiry of the two (2) month period following the sending of your claim, provided that no legal action has been taken, you may refer the matter to the Médiation de l'Assurance (TSA 50110 75441 Paris cedex 09 or by electronic means [www.mediation-assurance.org](http://www.mediation-assurance.org)). The opinion of the Insurance Mediator is not binding on the parties, who are free to accept or refuse the proposed solution and to refer the matter to the competent court.

### 2.6.3 PERSONAL DATA PROTECTION

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD), we inform you that your personal data is collected and processed by the companies Aréas Dommages and Aréas Vie (hereinafter collectively referred to as "Aréas Assurances") through the intermediary of your PRESENCE ASSISTANCE Manager.

The information collected is processed for the purpose of managing the present request and for commercial relations. Unless you object, your data may be used by your Manager, whose contact details are given in this document, for the purpose of canvassing for the insurance products that he distributes.

Your data is used only for explicit, legitimate and specified purposes related to its insurance and real estate investment activities. Only data that is useful is collected. These data are kept for the legal prescription periods. Aréas Assurances communicates your data, including outside the European Union, only to intermediaries, group companies, partners, reinsurers, service providers or authorised professional bodies that need it for our activities. Your data may also be communicated to official bodies and authorised administrative and legal authorities, particularly in the context of the fight against money laundering and the financing of terrorism or the fight against fraud.

You have the following rights with regard to the processing of personal data carried out by Aréas Assurances through the intermediary of your PRESENCE ASSISTANCE Manager: to access your data, to ask for it to be rectified in the event of an error, to ask for it to be deleted, to ask for it to be limited, to ask for it to be ported, to object to it being processed and to define directives relating to what is to happen to it in the event of your death.

When you have given your consent to data processing, you may withdraw it at any time, without calling into question the operations carried out prior to this withdrawal.

All of your rights can be exercised with the Insurer's personal data protection representative: Aréas Dommages at the following address: [dpo@areas.fr](mailto:dpo@areas.fr),

or to your Manager: PRESENCE ASSISTANCE at the following address: [dpo@presenceassistance.com](mailto:dpo@presenceassistance.com).

Finally, you have the right to lodge a complaint with the CNIL.

You can obtain more information about your rights on our website [www.areas.fr](http://www.areas.fr) or on the CNIL website: [www.cnil.fr](http://www.cnil.fr).

In this respect, the Insured acknowledges that he/she is informed that the Insurer processes his/her personal data and that, moreover, :

- The answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the contract (Article L 113-8 of the French Insurance Code) or the reduction of compensation (Article L 113-9 of the French Insurance Code).

- The processing of personal data is necessary for the subscription and execution of the contract and its guarantees, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed are kept for the time necessary to execute the contract or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to prescription.
- The recipients of the data concerning him/her are, within the limits of their attributions, the Insurer's departments in charge of the conclusion, management and execution of the insurance contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers within the framework of the exercise of their missions.

#### 2.6.4 CONSUMER'S RIGHT TO OBJECT TO TELEPHONE MARKETING

If you do not wish to be the subject of commercial canvassing by telephone, you can register free of charge on a telephone canvassing opposition list.

These provisions are applicable to any consumer, i.e. any natural person who acts for purposes that are not part of his or her commercial, industrial, craft or liberal activity.

#### 2.6.5 ACCUMULATION OF INSURANCE

In accordance with the provisions of Article L. 121-4 of the Insurance Code, when several insurances are taken out without fraud for the same risk, each of them produces its effects within the limits of the guarantees of the contract, and in compliance with the provisions of Article L. 121-1 of the Insurance Code. In this case, the Insured must notify all insurers.

Within these limits, the Insured may contact the Insurer of his choice. When they are contracted in a fraudulent or deceitful manner, the sanctions provided for by the Insurance Code (nullity of the contract and damages) are applicable.

#### 2.6.6 ANTI-MONEY LAUNDERING

The checks that we are legally obliged to carry out in the context of the fight against money laundering and the financing of terrorism, particularly on cross-border capital movements, may lead us to ask you at any time for explanations or proof, including on the acquisition of insured goods. In accordance with the French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, and the French Monetary and Financial Code, you have the right to access data concerning you by sending a letter to the Commission Nationale de l'Informatique et des Libertés (CNIL).

#### 2.6.7 RIGHT OF RENUNCIATION

Information document for the exercise of the right of renunciation provided for in Article L. 112-10 of the Insurance Code.

**You have the right to cancel this contract within 30 (calendar) days of its conclusion, without any costs or penalties. However, if you are offered one or more insurance premiums, so that you do not have to pay a premium for one or more months at the start of the contract, this period shall only start to run from the payment of all or part of the first premium.**

**The exercise of the right of renunciation is subject to the following four conditions:**

- 1° You have taken out this contract for non-professional purposes;**
- 2° This contract complements the purchase of a good or service sold by a supplier;**
- 3° The contract you wish to renounce is not fully executed;**
- 4° You have not reported any claim covered by this contract.**

**In this situation, you may exercise your right to cancel the contract by letter or any other durable medium addressed to the insurer of the contract. The insurer is obliged to reimburse the premium paid within thirty days of your waiver.**

**In addition, to avoid cumulating insurance, you are invited to check that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by the contract you have taken out.**

## SAMPLE FORM

"I, the undersigned Mr/Mrs ... residing at ... hereby renounce my contract N° AY2023032 subscribed with ....., in accordance with article L 112-10 of the French Insurance Code. I certify that I am not aware, at the date of sending this letter, of any claim involving a guarantee under the contract.

The waiver form should be sent either by letter to the following postal address

**Présence Assistance Tourisme**  
110/114 rue Jules Guesde  
92300 LEVALLOIS PERRET - FRANCE  
Tel : +33 (0) 1 55 90 47 51

Or by e-mail to: [reclamation@presenceassistance.com](mailto:reclamation@presenceassistance.com)

## CONSÉQUENCES OF RENUNCIATION :

Exercising the right of renunciation within the period specified in the box above will result in the cancellation of the contract from the date of receipt of the letter or any other durable medium. As soon as you become aware of a claim involving the contract, you can no longer exercise this right of renunciation. However, the full premium remains due to the Insurer if you exercise your right of renunciation when a claim involving the cover of the contract has occurred during the renunciation period of 30 days.

When you exercise your right of renunciation, the Insurer is obliged to reimburse, if applicable, the amount of the premium paid within 30 days from the date of exercise of the right of renunciation.

## 2.6.8 SUBROGATION

The insurer is subrogated to the extent of the indemnities paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts which motivated its intervention. When the benefits provided in execution of the agreement are covered in whole or in part by another company or institution, the insurer is subrogated to the rights and actions of the beneficiary against this company or institution.

## 2.6.9 LIMITATION OF ACTIONS ARISING FROM THE INSURANCE CONTRACT

The provisions relating to the limitation of actions deriving from the insurance contract are set out in Articles L. 114-1 to L. 114-3 of the Insurance Code, reproduced below:

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

All actions deriving from an insurance contract are prescribed by 2 years as from the event which gives rise to them.

However, this period does not run :

1° In the event of reticence, omission, false or inaccurate declaration of the risk incurred, only from the day when the Insurer became aware of it;

2° In the event of a claim, only from the day when the persons concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on recourse by a third party, the period of prescription shall run only from the day on which the third party took legal action against the Insured or was compensated by the latter.

The limitation period is extended to 10 years in life insurance contracts when the beneficiary is a person distinct from the member and, in personal accident insurance contracts, when the beneficiaries are the rightful claimants of the deceased Insured.

For life insurance contracts, notwithstanding the provisions of 2°, the actions of the beneficiary shall be barred at the latest 30 years after the death of the Insured.

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

Prescription is interrupted by one of the ordinary causes of interruption of prescription and by the appointment of experts following a claim.

The interruption of the prescription of the action may, in addition, result from the sending of a registered letter with acknowledgement of receipt addressed by the Insurer to the Insured in respect of the action for payment of the premium and by the Insured to the Insurer in respect of the payment of the indemnity.

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

Notwithstanding Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period or add to the causes of its suspension or interruption.

**Additional information:**

The ordinary causes of interruption of the limitation period referred to in Article L. 114-2 of the Insurance Code are set out in Articles 2240 to 2246 of the Civil Code reproduced below.

**Article 2240 of the Civil Code:**

The recognition by the debtor of the right of the person against whom he was prescribing interrupts the prescription period.

**Article 2241 of the Civil Code:**

The legal claim, even in summary proceedings, interrupts the limitation period as well as the time limit of foreclosure.

The same applies if the claim is brought before a court that lacks jurisdiction or if the act of bringing the claim before the court is annulled due to a procedural defect.

**Article 2242 of the Civil Code:**

The interruption resulting from the application to the court has effect until the proceedings are terminated.

**Article 2243 of the Civil Code:**

The interruption is null and void if the applicant withdraws his application or allows the proceedings to lapse, or if his application is finally rejected.

**Article 2244 of the Civil Code:**

The limitation period or the period of foreclosure is also interrupted by a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution.

**Article 2245 of the Civil Code:**

The interpellation made to one of the joint and several debtors by a legal demand or by an act of forced execution or the recognition by the debtor of the right of the one against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, the interpellation made to one of the heirs of a joint and several debtor or the acknowledgement of this heir does not interrupt the prescription period with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This interpellation or acknowledgement interrupts the limitation period, with respect to the other co-debtors, only for the share for which this heir is liable.

To interrupt the prescription period for the whole, with regard to the other co-debtors, it is necessary to make an interpellation to all the heirs of the deceased debtor or the recognition of all these heirs.

**Article 2246 of the Civil Code:**

The interpellation of the principal debtor or his acknowledgement interrupts the limitation period against the guarantor.

## **2.6.10 SETTLEMENT OF DISPUTES**

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

## **2.6.11 FALSE DECLARATIONS**

When it changes the object of the risk or reduces our opinion of it:

- Any concealment or intentionally false statement on your part will render the contract null and void. The premiums paid shall be retained by us and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.

- In application of article L113-9 of the Insurance Code, any omission or inaccurate declaration on your part, the bad faith of which is not established, will lead to the cancellation of the contract 10 days after the notification which will be made to you by registered letter when it is noted before any claim.

When the omission or inaccurate declaration is revealed during a claim, it shall give rise to the application of the proportional reduction of the indemnities provided for in the aforementioned article.

## 2.6.12 SUPERVISORY AUTHORITY

We are under control of l'Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4, Place de Budapest – CS 92459 – 75436 Paris Cedex 09 – France.

## ARTICLE 3 – DESCRIPTION OF PERSONAL ASSISTANCE BENEFITS SUPPORTED BY VYV IA

### 3.1 INTRODUCTION

#### **LLT CONSULTING SAS - VYV INTERNATIONAL ASSISTANCE,**

Simplified joint-stock company with a capital of 100 000 euros,

Based 3 Passage de la Corvette 17000 La Rochelle, France,

Registered at Registre du Commerce et des Sociétés of La Rochelle, number 828 002 188

Registered at ORIAS number 17004577,

Acting for and on behalf of the Insurer:

**RESSOURCES MUTUELLES ASSISTANCE**, hereinafter referred to as "RMA", an assistance union governed by the provisions of Book II of the Mutual Code, with its registered office at 46 rue du Moulin - B.P. 62127 - 44121 VERTOU cedex, registered in the Sirene Directory under SIREN number 444 269 682.

**The whole being named VYV International Assistance, hereafter referred to as "VYV IA".**

### 3.2 GUARANTEES SCOPE

#### **Purpose of the contract**

This collective insurance contract defines:

Assistance guarantees for the Insureds attached to the Policyholder,

Terms and conditions for the implementation of assistance guarantees provided by RMA and implemented by VYV IA.

#### **Payment of the fee**

The Insured agrees to pay the premium to the Subscriber at the time of purchase of the trip.

The premiums for this contract are fixed per Insured and per destination.

VYV IA is not obligated to perform any services related to the guarantees if the premium is not paid by the Insured.

The paid fee will remain due in full to VYV IA, regardless of any termination for any reason whatsoever.

#### **Insured**

Are considered as Insured, the natural persons designated by the Subscriber and registered on the sales contract.

#### **Territoriality**

The guarantees apply worldwide.

### 3.3 DEFINITIONS

These definitions are an integral part of this contract. It allows for a better reading and therefore contributes to a perfect appreciation of the assistance services from which the Insured benefits. It is advisable to refer to it for any difficulty of interpretation.

#### **Accident**

Any bodily injury, unrelated to an acute or chronic illness, unintentional on the part of the victim, resulting from the sudden and unforeseeable action of an external cause, established by a Doctor.

#### **Serious Accident**

Any bodily injury, unintentional on the part of the victim, resulting from the sudden and unforeseeable action of an external cause, established by a doctor and implying the cessation of all professional or other activity and prohibiting them from travelling by their own means.

#### **Member / Insured**

Any natural person on whom the interests of the insurance are based and whose identity is indicated on the membership form. As a client of the travel agency, the Member must be mentioned in the sales contract and have a return ticket to benefit from the guarantees. The Member may be domiciled anywhere in the world.

#### **Travel Agency**

Company approved for the distribution of travel products and cover of this contract.

#### **Insurer**

Company supporting the assistance guarantees of the Contract (Article 3), namely RESSOURCES MUTUELLES ASSISTANCE: Assistance Union governed by the provisions of Book II of the Mutuality Code, having its registered office at 46 rue du Moulin - B.P. 62127 - 44121 VERTOU cedex, registered under the SIREN number 444 269 682, also known as the "Insurer". The management is entrusted to LLT CONSULTING SAS, a simplified joint stock company with a capital of 100,000 euros, having its registered office at 3 Passage de la Corvette 17000 La Rochelle, France, registered in the La Rochelle Trade and Companies Register under number 828 002 188 and in the ORIAS under number 17004577 for the implementation of repatriation assistance guarantees. All these companies are part of the VYV Group.

#### **Attack**

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

This "attack" will have to be identified and qualified as such by the French Ministry of Foreign Affairs or the Ministry of the Interior, in particular following the claim of the presumed perpetrators of the attack, the public authorities recommending in this case the return to the country of residence. If several attacks take place on the same day, in the same country, and if the authorities consider it as a single coordinated action, this event will be considered as a single event.

#### **Injury**

Sudden alteration of health resulting from the sudden action of an external cause not intentional on the part of the victim, as determined by a competent medical authority.

#### **Natural disaster**

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural cause. The natural disaster is recognised and qualified as such by the public authorities, who may recommend in this case, the return to the country of residence.

#### **Forfeiture**

A contractual penalty that deprives you of all guarantees for the claim to which it applies. It cannot be invoked against the injured parties other than the Insured or their beneficiaries if you incur it as a result of non-compliance with your obligations after a claim.

### **Guaranteed trip / Guaranteed stay**

Trip organised by the Policyholder and for which you are insured and have paid the corresponding premium. The period of validity of the guarantees corresponds to the dates of the stay indicated on the invoice issued, with a maximum duration of 90 consecutive days, unless otherwise stipulated in the contract.

### **Duration of the guarantees**

The period of validity of the guarantees corresponds to the dates of the stay indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days, unless otherwise stipulated in the contract.

### **Epidemic**

Any outbreak and spread of a contagious infectious disease that affects a large number of people nationwide at the same time, including Coronavirus, influenza type A, viral haemorrhagic fevers, and that is recognised by national health authorities as being the subject of a declaration of a public health emergency or leading to a public health policy involving restrictive and constraining measures in terms of the movement of populations and health treatment.

### **Europe and Mediterranean Countries**

"Europe and Mediterranean Countries" means travel to Albania, Algeria, Andorra, Austria, Balearic Islands, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Islands, Cyprus, Crete, Croatia, Denmark, Egypt, Estonia, Finland, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Israel, Spain, Italy, Jordan, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madeira, Malta, Morocco, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, Russian Federation, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Czech Republic, Tunisia, Turkey, Ukraine, United Kingdom, Vatican.

### **Events covered by assistance**

The events covered by assistance guarantees are developed in the description of each of the below guarantees and apply following events such as bodily injury, sudden and unforeseeable illness, death of an Insured, sudden and unforeseeable complication occurring during illness.

### **Performance of the services**

The benefits covered by this Agreement may only be triggered with the prior approval of VYV IA. Accordingly, no expense incurred by the Insured under this agreement will be reimbursed by VYV IA.

### **Generating event**

The generating events are developed in the description of each of the benefits defined below and apply following events such as bodily injury, sudden and unforeseeable illness, death of an Insured, sudden and unforeseeable complication occurring during the illness.

### **Excess**

Portion of the claim for which the Insured is responsible under the policy in the event of compensation following a claim. The excess may be expressed as an amount, percentage, day, hour, or kilometer.

### **Accommodation**

Accommodation or overnight stay means the cost of one or more hotel rooms, regardless of the number of Insureds occupying the room, including breakfast. In the event of the application of this benefit, the cost of accommodation per night shall not exceed the initial cost of a night stay as determined at the time of purchase, if such cost is known at the time of purchase.

### **Hospitalisation**

Any admission to a hospital facility for more than 24 hours. Quarantine in a hospital is not defined as hospitalisation.

### **Immobilisation at home**

Any immobilisation at home for medically justified and proven reasons.

### **Disease**

Sudden and unforeseeable alteration of health, i.e. not diagnosed and/or treated or not hospitalised in the 6 months preceding the insured stay, and established by a competent medical authority.

### **Maximum per event**

In the event that coverage is provided for several Insureds who are victims of the same event and who are insured under the same special conditions, the Insurer's cover is in any event limited to the maximum amount provided for under this coverage regardless of the number of victims. Consequently, the indemnities are reduced and settled in proportion to the number of victims.

### **Family members**

Your legal or common law spouse or any person linked to you by a civil union, your ascendants to the 1st degree or descendants to the 1st degree or those of your spouse, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law. To benefit from the guarantees, they must be domiciled in the same country as you, unless otherwise stipulated in the contract.

### **We organise**

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

### **We take care of**

We pay for the service.

### **Nullity**

Any fraud, falsification or false declarations and false testimonies likely to implement the guarantees provided for in the agreement, will result in the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

### **Pandemic**

An epidemic that develops over a large area, crossing borders and qualified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the outbreak occurred.

### **Country of Domicile / Country of Residence**

Domicile is considered to be the Insured's principal and usual place of residence. Coverage is available to Insureds domiciled in the entire world. In the event of a dispute, the tax domicile constitutes the domicile.

### **Quarantine**

Isolation of the person, in case of suspected or confirmed disease, decided by a local competent authority, in order to avoid a risk of spreading the said disease in the context of an epidemic or pandemic.

### **Rest of the World**

"Rest of the World" means all countries not listed in the definition of "Europe and Mediterranean Countries".

### **Event**

A random event that triggers one of the guarantees of this contract.

### **Domestic events**

Fire, burglary or water damage to your home during your trip.

### **Underwriter**

The travel organiser or tour operator who takes out this contract on behalf of his clients, hereinafter referred to as the Insured.

## **3.4 DESCRIPTION OF ASSISTANCE GUARANTEES**

### **3.4.1 24-HOUR TRAVEL ADVICE AND MEDICAL INFORMATION**

In no case, we can substitute ourselves to local emergency services such as SAMU, SMUR, firemen, etc.

You can contact us 24/7 throughout the guaranteed stay, for any information request and useful details for a smooth trip.

The information is about the following subjects:

- Health information: Health, Hygiene, Vaccination, Precautions to take, Main hospitals, Advice to women, Time differences, traveling Pets.

- Administrative Information: Embassy, Visas, Police/Customs formalities, Legislation, International permits, Currency, Economic data of the visited country.

VYV IA's doctors are also available for any information you may need in case of travel during an epidemic or pandemic. Information is given by telephone and is not confirmed in writing or sent by mail.

The information services are provided between 8:00 a.m. and 7:00 p.m. and within the time frame normally required to satisfy the request.

However, regardless of the time of the call, we welcome and record your requests and contact information in order to call you back to provide you with the expected answers.

This guarantee commits the Insurer to the limit indicated in the Table of Guarantees.

### **3.4.2 REMEDIAL OR HEALTHY TRANSPORT (including COVID-related illness)**

You are ill or injured during a covered trip. We will organise and pay for your repatriation to your home or to a hospital close to this place.

Only medical requirements will be taken into consideration when determining the date of repatriation, the choice of transport or the place of hospitalisation.

The decision to repatriate is made by **VYV IA** doctors, based on the medical information provided at the time of the claim.

**The following will make VYV IA's doctors decision making impossible and result in the cancellation of the guarantee:**

- **Failure to provide medical information,**
- **Lack of written consent for the transmission of the Insured's medical information.**

**Similarly, any refusal of the solution proposed by VYV IA's doctors will result in the cancellation of the guarantee.**

This guarantee commits the **Insurer** to the limit indicated in the Table of Benefits.

### **3.4.3 REPATRIATION OF ACCOMPANYING PERSONS**

An Insured Person is medically repatriated by **VYV IA**, or dies during a covered trip.

After advice from the VYV IA medical team, we organise and pay for the return transport of one or more Insured members of your family or of an Insured person who is not related to you under this contract to accompany the repatriated Insured person to his or her destination (by modifying the initial return transport ticket or by issuing a new ticket if it cannot be modified).

This guarantee commits the **Insurer** to the limit indicated in the Table of Benefits.

### **3.4.4 REPATRIATION OF CHILDREN UNDER 18 YEARS OF AGE**

If you are ill or injured and no one can care for your children under 18, we will arrange and pay for a return trip for a person of your choice or one of our hostesses to bring them back to your home or the home of a family member residing in the same country as you.

This guarantee commits the **Insurer** to the limit indicated in the Table of Benefits.

### **3.4.5 VISIT FROM A RELATIVE**

If you are hospitalised on site (without an insured family member and/or without an insured companion) for more than 7 days, and our medical team confirms the need for this period of hospitalisation, we will organise and pay for the return transport of a family member residing in the same country as you, as well as their accommodation expenses (room, breakfast) so that they can come to your bedside, provided that on the date of arrival of the family member, you are still hospitalised.

**In any case, the cost of food or other expenses will be paid for by the person concerned.**

**This benefit cannot be combined with the "Repatriation of Accompanying Persons" benefit and the "Extension of Stay" benefit.**

This guarantee commits the **Insurer** to the limit indicated in the Table of Benefits.

### 3.4.6 EXTENSION OF STAY

During a covered trip, you are required to extend your stay for medical reasons or for hospitalisation beyond your initial return date.

After consultation with the VYY IA medical team, we will organise and pay for the accommodation costs (room and breakfast) of one or more Insured family members or an Insured companion to stay at your bedside.

The need for hospitalisation or the medical reason given must have been validated by the VYV IA doctors.

In any case, the cost of food or other expenses will be paid for by these people.

This benefit cannot be combined with the "Visit from a relative" benefit.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### 3.4.7 ONWARD JOURNEY

You are sick or injured during a covered trip and you must interrupt your trip.

After advice from the VYY IA medical team, we organise and pay for your accommodation expenses as well as those of one or more Insured members of your family or of an Insured companion who remains at your bedside.

We will arrange and pay for transport to continue the trip you interrupted.

In this case, the covered transport will drop you off at the place scheduled in the travel program, not at the place where your trip was interrupted.

In no case shall the cost of further travel exceed the cost of a return ticket to the country of residence.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance guarantee.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### 3.4.8 MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

**Reminder: European nationals are reminded that they must carry their European Health Insurance Card (EHIC) for the duration of their guaranteed stay.**

When medical expenses have been incurred **with our prior agreement**, we will reimburse you for the portion of these expenses not paid for by any insurance organisation to which you are affiliated.

We will only intervene once the reimbursements have been made by the above-mentioned insurance organisations, after deduction of an excess, and subject to the communication of original proof of reimbursement from your Insurance Organisation.

This reimbursement covers the expenses defined below, provided they are for treatment received by you outside your country of residence as a result of an illness or accident that occurred outside your country of residence.

In this case, we will reimburse the amount of expenses incurred up to the maximum amount indicated in the Table of Benefits.

In the event that the Insurance Organisation to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to your providing us with original invoices for medical expenses and the certificate of non-reimbursement from the Insurance Organisation.

This guarantee ceases on the day we are able to repatriate you.

Nature of expenses eligible for reimbursement (subject to prior approval) :

- Medical fees,
- Charges for medications prescribed by a Doctor or Surgeon,

- Ambulance costs prescribed by a doctor for transport to the nearest hospital and only in case of refusal of coverage by the Insurance Organisations,
- Hospitalisation costs until you are deemed transportable by decision of VYV IA doctors, taken after gathering information from the local doctor; it is understood that coverage of hospitalisation costs ends as soon as VYV IA is able to repatriate you. Any extension of hospitalisation that is not medically justified will not be covered.
- Emergency dental expenses (limited to the amount indicated in the Table of Benefits, without application of an excess).
- COVID test fee, when the Insured person performs a transit, if positive (limited to the amount indicated in the Schedule of Benefits).

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.9 UPFRONT PAYMENT OF MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE**

This guarantee is an extension of the "Medical Expenses Abroad" guarantee.

If the Insured is outside their country of residence and unable to pay for their Medical Expenses due to an Illness or an Accident that occurred during the Term of Coverage, VYV IA may agree, at the request of the Insured (principle of prior agreement), to pay upfront to the Insured under the following cumulative conditions:

- The doctors of VYV IA must judge, after gathering information from the local doctor, that it is impossible to repatriate the Insured to his country of residence immediately,
- Medical care to which the advance applies must be prescribed in consultation with VYV IA Doctors,
- The Insured or any person authorised by them must formally commit by signing a specific document, provided by VYV IA at the time of the implementation of the present service:
  - to transfer a financial guarantee recognised and certified by VYV IA of an equivalent value of the sums necessary for the payment of medical expenses,
  - to reimburse VYV IA for the sums paid for the advance of medical expenses through an IOU,
  - to provide VYV IA with the documents relating to VYV IA's right of subrogation.

If the Insured fails to take the steps outlined above, they will not be entitled to the "Medical Expenses Outside the Country of Residence" and "Advance on Medical Expenses Outside the Country of Residence" benefits.

This guarantee ceases on the day VYV IA can repatriate the Insured, or on the day the Insured returns to their country of origin.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.10 SHIPMENT OF MEDICINES**

During a covered stay outside the country of residence, VYV IA will pay for the cost of sending medication essential to the continuation of a treatment in progress, in the event that the Insured no longer has the medication due to loss or theft and cannot obtain it locally or its equivalent.

The cost of purchasing these medications and customs fees is the responsibility of the Insured.

This guarantee is valid for one shipment only and ceases upon return to the Insured's home. This guarantee cannot be iterated.

This guarantee is restricted to the authorisations for transport of medicines in the country concerned and to the transport conditions guaranteeing their integrity.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.11 SHIPMENT OF PROSTHESES**

During a covered trip outside the country of residence, VYV IA will pay the cost of shipping glasses, corrective lenses or hearing aids that the Insured usually wears, following break or loss of these, in the event that the Insured no longer has them and cannot obtain them locally or obtain their equivalent.

The cost of designing and purchasing these glasses, lenses or prostheses and the cost of customs duties is the responsibility of the Insured.

This guarantee is valid for one shipment only and ceases upon return to the Insured's home. This guarantee cannot be iterated.

This guarantee is restricted to the authorisations of routing in the country concerned and the conditions of transport guaranteeing their integrity.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.12 REPATRIATION OF BODIES**

You die during a covered trip. We organise the repatriation of your body to the place of burial in your country of residence.

In this context, we take care of:

- The cost of transporting the body,
- Expenses related to conservation care imposed by the applicable legislation,
- Expenses directly related to the transport of the body,
- The cost of a coffin or urn.

All other expenses are the responsibility of the family of the deceased.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.13 DEATH AND BODY RECOGNITION FORMALITIES**

If you are traveling alone and if the presence of a family member or a close friend of the deceased is essential to identify the body and to carry out the formalities for repatriation or cremation, we will organise and pay for a round-trip ticket, as well as accommodation costs (room and breakfast) incurred on behalf of this person.

All other expenses are the responsibility of the family of the deceased.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.14 EARLY RETURN**

#### In case of hospitalisation of a family member

Following the unexpected hospitalisation of more than 10 days or in the event of an unforeseeable deterioration in the state of health (vital prognosis engaged) of a member of your family already hospitalised (ascendant to the 1st degree or descendant to the 1st degree), after the advice of the VYV IA medical team, we organise and pay for the return transport of one or more Insured family members under this contract to the patient's bedside (modification of the initial return transport ticket or new transport ticket if it cannot be modified).

This service is implemented by VYV IA only after medical contact between the hospital doctor and VYV IA Doctor.

#### In the event of the death of a family member

In the event of the unforeseeable death of a family member, VYV IA organise s and pays for the return transport costs of the Insured members of your family (modification of the initial return transport ticket or new ticket if it cannot be modified).

The non-predictability of death is determined following a medical contact by the VYV IA Doctor.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

#### In the event of a loss at home

During your trip, you learn of a disaster of an accidental nature at your home, an accidental disaster requiring protective measures to limit its consequences.

If your presence is indispensable, and after prior study of the request by VYV IA, to carry out the necessary steps, we organise and pay for the cost of return transport (modification of the initial return ticket or new ticket if it cannot be modified) for one or more Insured family members under this contract.

If you do not provide us with proof (claim report to the Insurer, expert report, complaint report, etc.) within a maximum of 30 days, we reserve the right to bill you for the entire service.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.15 IMPOSSIBLE RETURN**

As an exception to the general exclusions of the contract, the "Impossible Return" guarantee covers you if you are unable to make your return trip on the scheduled date:

- as a result of total or partial closure of the airport of departure or arrival due to force majeure, i.e. an unforeseeable and insurmountable external event, not known at the time of subscription,
- as a result of travel restrictions imposed by local governments or airlines in the event of an epidemic or pandemic.

After prior agreement with VYV IA, we will organise, if possible, and then reimburse you upon presentation of receipts, hotel expenses resulting from the extension of your stay.

In addition, in the event of return to a date later than that initially planned, and after prior agreement of the VYV IA, we will organise, if possible, and then reimburse you upon presentation of receipts for the return ticket.

In this case, VYV IA:

- decides the ticketing type made available to the Insured,
- systematically favors return ticket modification when organising and paying for a return ticket on a commercial flight

Therefore, the Insured :

- accepts that VYV IA makes this change on its return ticket.
- must return to VYV IA their originally scheduled and unused Return Transport Ticket when VYV IA has assumed responsibility for the transport of an Insured Person,

This guarantee cannot be combined with the "Extension of stay" guarantee in case of assistance.

The "Impossible return" guarantee does not cover the impossibility of leaving due to the failure of a third party (Tour Operator, Travel Agency, Airline...) in the logistic organisation of the trip.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.16 REPLACEMENT DRIVER**

**Reminder:** Before any call to VYV IA, the Insured must contact the vehicle's insurer in order to verify the existence of similar assistance coverage in the automobile insurance contract. The Insured shall send VYV IA the certificate from the car insurer refusing coverage.

You are ill or injured, this illness or injury having resulted, after medical advice from VYV IA doctors, in hospitalisation for at least 24 hours, during a covered stay in one of the countries listed below and you can no longer drive your personal motorized land vehicle of less than 3.5 tons.

If none of the passengers has a driver's license, we will provide a driver to return the vehicle and all passengers, except for the injured or ill Insured who are repatriated by any other means, to your place of residence by the most direct route.

We cover the driver's travel expenses and salary.

The driver must abide by French working legislation, and in general French regulations.

If your vehicle is more than 5 years old and/or 100,000 km or if its condition and/or its load does not comply with the standards defined by the French Highway Code, you must mention it to us. We reserve the right not to send a driver.

In the event that the guarantee cannot be implemented, for whatever reason, we will provide and pay for an outbound ticket to recover the vehicle.

This benefit applies only in the countries listed below:

France (including Monaco, Andorra, except DOM-TOM), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland.

You are responsible for the cost of fuel, tolls, hotels and meals for any passengers.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.17 LEGAL ASSISTANCE**

#### **Reimbursement of legal fees**

While on a covered trip outside your country of residence, you may be subject to prosecution or incarceration for failure to comply with or unintentional violation of local laws and regulations.

We can reimburse you legal representatives fees you may have to instruct if legal action is taken against you, provided that the charges are not subject to criminal sanctions according to the legislation of the country, and subject to a prior call to VYV IA.

This guarantee does not apply to events related to your professional activity or the custody of a motorised land vehicle.

#### **Criminal Bail**

If the Insured is incarcerated or threatened with incarceration while on a covered trip outside their country of residence, VYV IA will pay upfront the criminal bail to the Insured.

In this context, the Insured undertakes to transfer a financial guarantee recognised and recorded by VYV IA of equivalent value to the sums necessary for the implementation of the upfront payment linked to the guarantee. In the absence of a financial guarantee transferred by the Insured, no upfront payment will be granted by VYV IA.

The reimbursement of this advance must be made within two months following the presentation of our request for reimbursement. If the criminal deposit is reimbursed to you before this deadline by the authorities of the country, it must be returned to us immediately.

Legal action may be taken if the upfront payment is not repaid within the above-mentioned period.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.18 SEARCH AND RESCUE COSTS AT SEA AND IN THE MOUNTAINS**

We will pay for the cost of search and rescue at sea or in the mountains following a life-threatening event. Only costs billed by a company duly approved for these activities can be reimbursed.

In no case, we can substitute ourselves to the local emergency services.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.4.19 ON-TRACK RESCUE COSTS**

You are the victim of a skiing accident on open and marked pistes. We cover the cost of the descent from the accident site to the bottom of the pistes or to the nearest rescue center to the accident site.

These costs are covered as long as VYV IA is informed before the end of your stay in the ski resort, and/or within 48 hours of the intervention of the rescue services.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

#### **3.4.20 TRANSMISSION OF URGENT MESSAGES**

You are unable to contact a person in your home country during your guaranteed stay. We will transmit the message if you are unable to do so. The messages transmitted cannot be of a serious or sensitive nature. The messages remain the responsibility of their authors, who must be able to be identified, and are their own responsibility. We only play the role of intermediary for their transmission.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

#### **3.4.21 PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE**

In case of quarantine during your stay outside your country of residence, we can, after consultation with our medical team, put you in touch with a psychologist by phone. All these interviews are fully subject to strict confidentiality.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

#### **3.4.22 PSYCHOLOGICAL SUPPORT IN CASE OF REPATRIATION**

In the event of significant trauma following an event related to a repatriation, we can, upon your return home within the framework of a repatriation organised by us, put you in touch by telephone with a psychologist, at your request. These interviews are completely confidential.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

#### **3.4.23 LOCAL TELEPHONE PACKAGE**

During a guaranteed stay outside your country of residence, if you have requested assistance from VYV IA, particularly during your quarantine, we will cover the cost of the telephone calls to reach us.

In order to be reimbursed for these expenses, you must send us the receipts (detailed call records from the telephone operator).

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

#### **3.4.24 UPFRONT PAYMENT**

During a guaranteed stay outside the country of residence, your means of payment or your official papers (passports, national identity card...) have been lost or stolen.

On a simple call to our service, we inform you about the steps to take (filing a complaint, renewing your papers...)

This is for information only. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by local authorities, we can grant you an upfront payment enabling you to purchase essential objects and/or effects.

The Insured agrees to transfer a financial guarantee recognised and recorded by VYV IA of equivalent value to the sums required for the implementation of the upfront payment.

This advance is repayable to VYV IA within 30 days of the funds being made available.

In the event of non-payment, we reserve the right to initiate all necessary collection proceedings.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

#### **3.4.25 OFFICIAL PAPERS**

During a covered trip outside the country of residence, the Insured's official papers are lost or stolen.

In this case, if duplicates of official documents can be sent to the Insured at their place of stay from their country of residence, by a person of their choice, VYV IA will reimburse the cost of sending these documents, upon presentation of the original receipts for the cost of sending and proof of loss or theft of these documents.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

## 3.5 DESCRIPTION OF « COVID » ASSISTANCE BENEFITS

### 3.5.1 SUSPENSION OF STAY

As part of the trip organised by the Subscriber, you were able to start your trip (take a plane, board a boat, take a bus) included in the insured trip to get to the departure point of the itinerant trip.

However, following a positive COVID test performed during the trip, you cannot continue with the program of the touring trip, guaranteed and organised by the Subscriber.

After prior agreement with VYV IA, we will arrange and pay for accommodation in case of quarantine, if possible.

As soon as you are in compliance with health regulations in force and if the round-trip ticket is insured by this contract and organised by the Subscriber, we will organise, if possible, and then pay for:

- the modification of the RETURN ticket or,
- the purchase of a new return ticket if this is not possible on the original date or,
- transfer to join the group allowing you to continue your trip, within the limit of the cost necessary to implement a repatriation.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### 3.5.2 DEFERRED RETURN

In the context of the trip organised by the Subscriber, including the return transport ticket, at the time of return, you cannot use the RETURN transport ticket following a positive COVID test.

After prior agreement with VYV IA, we will, if possible, arrange and pay for accommodation in the event of quarantine.

As soon as you are in compliance with health regulations in force, we organise, as far as possible, and then pay for the modification of the RETURN ticket or the purchase of a new RETURN ticket if the RETURN journey is impossible on the date initially planned.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### 3.5.3 CONSEQUENCE OF QUARANTINE

As part of the insured trip organised by the Subscriber, including round-trip transport and accommodation, following a positive COVID test, you must leave the accommodation of the insured trip for quarantine in order to comply with the obligations of the country of stay prescribed by the local authorities, without a temporary accommodation solution being offered to you by the trip host.

After prior agreement with VYV IA, we will arrange and pay for accommodation in case of quarantine, if possible.

As soon as you are in compliance with health regulations in force and if the round trip ticket is insured by this contract and organised by the Subscriber, we will organise, if possible, and then pay for:

- the modification of the RETURN ticket or,
- the purchase of a new RETURN ticket if this is not possible on the date originally planned.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

## 3.6 DESCRIPTION OF ADDITIONAL PERSONAL ASSISTANCE BENEFITS

When, during your insured stay outside your country of residence, you are the victim of an illness or accident resulting in repatriation and hospitalisation or immobilisation at home for more than 5 days following your return, we will provide you with additional services and benefits, provided that you submit a request to us within 15 days of your return.

**These services are provided only in metropolitan France, from Monday to Saturday (excluding holidays) from 8 am to 7 pm.**

### **3.6.1 CONTACT WITH A SPECIALIST FOLLOWING A DOMESTIC INCIDENT**

During your insured stay, your home is subject to flooding, fire or burglary and the damage caused requires protective measures.

We put you in touch with a specialist (plumber, locksmith, window fitter, security company) and we pay for the cost of the intervention.

In addition, if your home is uninhabitable when you return from your trip, we will pay for your hotel stay up to the maximum amount per **Insured** person living under the same roof.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.2 SICK CALL**

In case of illness, when you return home, we will send a carer to your bedside.

The carer does not replace a health care professional such as a nurse or doctor to provide care.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.3 CHILD CARE**

If you have children under the age of 18, residing in your home:

- Either, we organise and pay for their care at your home between 7am and 7pm, within the limits of local availability.

The person in charge of your children's care will be able to take them to school or nursery and return to pick them up if no one is available;

- Or, we provide to one of your relatives residing in metropolitan France, a return ticket (train or plane) so that they can go to your home to look after them;
- Or, we provide your children with a return ticket (train or plane) to go to the home of one of your relatives living in metropolitan France. They will be accompanied by a hostess mandated by our services.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.4 DELIVERY OF MEDICINES**

If we have organised your medical repatriation, and in the event of a prescription requiring the purchase of essential medication, when you are unable to travel with the prescription that you send us, we will do what is necessary to find and bring the medication to your home, subject to its availability in the pharmacy.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.5 EDUCATIONAL SUPPORT FOR YOUR MINOR CHILD**

If, following an accident or illness related to a covered event, your minor child is immobilised for more than 15 consecutive days, resulting in an absence from school of the same duration, we organise and pay for private lessons with a tutor, subject to local availability.

Our guarantee applies from the first day of immobilisation and during the current school year, for children in primary or secondary school (1st and 2nd cycle).

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.6 PET SITTING**

Following your repatriation by us, and if you are unable to take care of your pet, we will organise and pay for the care of your pets (dogs and cats), provided that they have received the mandatory vaccinations. The costs of care and food are covered.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.7 HOUSEKEEPER**

Following your repatriation by our care and to facilitate the return to normal life in your home, we provide you with the services of a housekeeper:

- Either from the first day of your hospitalisation, by helping your family to meet the domestic obligations that usually fall to you,

- Or as soon as you leave the care facility, by relieving you of the household tasks that your convalescence does not allow you to assume.

The number of hours and duration of application are, in all cases, determined by our medical department.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.8 DELIVERY OF MEALS AND GROCERIES**

Following your repatriation by our care, you are not able to move outside your home, we organise if possible and then we pay for, within the limits of local availability, food shopping delivery fees.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

### **3.6.9 HOSPITAL COMFORT**

You are hospitalised following your repatriation for a period equal to or greater than 5 days. We cover the cost of renting a television set during your hospital stay.

This guarantee commits the Insurer to the limit indicated in the Table of Benefits.

## **3.7 LIMITATIONS ON VYV IA'S COMMITMENTS**

VYV IA's interventions are done in full compliance with national and international laws and regulations. They are therefore linked to the procurement of the necessary authorisations by the competent authorities.

If the Insured refuses to follow the decisions made by VYV IA's medical service, they release VYV IA from any responsibility regarding the consequences of such an initiative and the Insured loses any right to services or compensation.

VYV IA can in no way substitute itself for local emergency services nor can it assume responsibility for the costs thus incurred.

VYV IA can only intervene within the limits of the agreements given by the local authorities.

VYV IA shall not be held responsible for any failure or delay in the performance of its obligations resulting from force majeure such as civil or foreign war, revolution, riot, strike, seizure or constraint by public force, official prohibitions, piracy, explosions of devices, nuclear or radioactive effects, epidemics, climatic or natural impediments, in particular storms, hurricanes and earthquakes.

For all guarantees implemented that require it, VYV IA decides on the ticket type made available to the Insured. VYV IA will systematically give priority to the modification of the Return ticket when organising and paying for a Return ticket on a commercial flight. The Insured agrees that VYV IA may make this change on their return ticket. When VYV IA has taken charge of the transport of an Insured Person, the latter must return the Return ticket initially planned and not used.

Cover begins on the day of departure and expires on the day of return for the duration indicated on the travel insurance certificate, but not exceeding 90 days.

The maximum liability of VYV IA in the event of a Loss is set forth in the Schedule of Benefits.

## **3.8 EXCLUSIONS FROM PERSONAL ASSISTANCE AND SUPPLEMENTARY PERSONAL ASSISTANCE**

**Do not give rise to our intervention:**

- Trip undertaken for the purpose of diagnosis and/or treatment,
- Medical and hospitalisation expenses in the country of residence,
- Minor affections or injuries that can be treated locally and/or do not prevent the Insured from continuing their trip,
- Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary interruption of pregnancy, and post-partum,

- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental in nature,
- Prosthesis costs: optical, dental, acoustic, functional, etc.
- The consequences of situations involving infectious risks in an epidemic or pandemic context that are subject to quarantine or containment measures or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national authorities of your country of origin, unless otherwise stipulated in the coverage,
- The cost of spa treatments, cosmetic treatments, vaccinations and related expenses,
- Stays in nursing homes and expenses related to them,
- Rehabilitation, physiotherapy, chiropractic and related expenses,
- Planned hospitalisations.

### 3.9 GENERAL EXCLUSIONS

Do not give rise to our intervention:

- Services that were not requested during the trip or that were not organised by us or in agreement with us do not give the right to a refund or compensation after the fact,
- Food and hotel expenses, except those specified in the text of the guarantees,
- Damage resulting from the Insured's participation in a crime, offence or fight, except in cases of self-defense,
- The amount of the convictions and their consequences,
- Use of narcotics or drugs not prescribed by a Doctor,
- The state of alcoholic impregnation,
- Customs fees,
- Participation as a competitor to a competitive sport or rally and training for such competitions,
- The practice, in a professional capacity, of any sport,
- Participation in competitions or endurance or speed events and their qualifications runs, on board any land, water or air locomotion devices,
- The consequences of not respecting the recognised safety rules related to the practice of any leisure sport activity,
- The consequences of failure to comply with recognised safety rules related to the operation of motorised vehicles (seat belts, helmets, closed shoes, gloves, etc.), including verification of the existence of a driver's license for the use of any motorised vehicle.
- Expenses incurred after the return of the trip or the expiration of the guarantee,
- Events occurring during the practice of risky or dangerous sports such as Aerial (hang-gliding, paragliding, ultralight, base jump, wingsuit, helicopter, bungee jumping), Combat (boxing, MMA, American boxing, full contact, kick boxing, capoeira, jujitsu, wrestling), Equestrian (horse racing, rodeo, jumping), Climbing (rock climbing, mountaineering, caving), Mechanical (rallying, motorcycles, go-karting), Mountain (freeride, competition sledding, off-piste skiing), Nautical (cliff-diving, outboard), Hiking (high mountain hiking), Hunting, weightlifting, field hockey; In any case, the event will be analyzed with respect to compliance with standards, particularly safety standards, of French regulations,
- Events that occur during any sporting activity in the event that the company organising the activity does not have insurance or the Insured does not have a certificate of fitness if they practice the sporting activity independently,

- Participation of the Insured as a competitor in sports competitions, bets, matches, contests, rallies or their qualifications runs, as well as the organisation and payment of all research costs related to the practice of these dangerous sports,
- In the event of a risky or dangerous sporting activity not covered by this list, the Insured agrees to contact VYV IA for authorization or refusal.
- Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or restraints by public force,
- The Insured's use of air navigation devices,
- The use of devices of war, explosives and firearms,
- Damage resulting from intentional or malicious misconduct by the Insured,
- Pollution, natural disasters (unless otherwise stipulated in the guarantee),
- Persons who are not up to date with the mandatory and/or recommended vaccinations in France or in the country of stay, as well as persons who have not complied with the vaccination recommendations known to be promoted by the French authorities,
- Pre-existing diagnosed and/or treated illnesses or injuries subject to hospitalisation within 6 months prior to the Trip,
- The subscribed assistance guarantees when the French Ministry of Foreign Affairs advises against stays in the destination declared at the time of subscription,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage situations (unless otherwise stipulated in the guarantee),
- Any request directly related to a declaration of epidemic or pandemic by the WHO, not related to the coronavirus family and known at the time of purchase of the stay,
- The disintegration of the atomic nucleus or any irradiation coming from a source of energy presenting a character of radioactivity.

VYV IA can in no case be held liable for failures or delays to the execution of its obligations which would result from cases of absolute necessity, or events known as the civil or foreign war, riots or popular movements, lock-out, strikes, attacks, acts of terrorism, acts of piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of the atomic nucleus, explosion of devices and radioactive nuclear effects, epidemics, consequences of pollution and natural disasters, consequences of radiation or any other fortuitous events or force majeure, as well as their consequences; Consequently, any request for assistance related to travel restrictions resulting from an event known at the time of purchase of the trip will not be covered.

Under the Assistance coverage, the Insurer will not repatriate minor illnesses or injuries that can be treated locally, nervous or mental illnesses, pregnancy one month prior to term, consequences of the Insured's suicide or attempted suicide, use of drugs, narcotics, alcohol, similar substances and medication not prescribed by an authorised medical authority and their consequences.

VYV IA can in no way be held liable for any act that could undermine its duty of protection towards its teams or service providers.

### **3.10 OPERATING RULES FOR ASSISTANCE SERVICES**

In the event that there is other insurance covering the same risks, the present contract will only apply in addition to the guarantees existing elsewhere, unless otherwise provided for in the latter.

The implementation of the guarantees is OBLIGATORY subject to the prior agreement of the **VYV IA** services on the basis of the conditions of the guarantees provided for in the present contract. Only the guarantees and services organised by or in agreement with its services are covered by **VYV IA**. The express agreement of **VYV IA** is materialised by communicating a file number to the **Insured**. **VYV IA** intervenes within the framework set by national and international laws and regulations.

Contact information for reporting the claim:

**Tel : 00 33 5 86 85 01 28 Mail : [ops@vyv-ia.com](mailto:ops@vyv-ia.com)**

**VYV International Assistance  
Assistance Voyages - PRESENCE  
3 Passage of the corvette  
17 000 LA ROCHELLE - FRANCE**

The **VYV IA** Assistance Center is available 24 hours a day, 7 days a week. To enable us to intervene in the best conditions, you will be asked for the following information when you call:

- Your contract number: AY2023032
- Your full name,
- Your home address,
- The country, city or town where you are at the time of the call, specifying the exact address (number, street, hotel, etc.),
- The phone number where we can reach you,
  - The nature of your problem.

The request for assistance must be made within 48 hours of the date of occurrence of the event related to this request. Beyond 48 hours, **VYV IA** may accompany and guide the **Insured** but cannot take charge of the request. **During the first call, you will be given an assistance file number.**

**Always remember this in all subsequent dealings with our Assistance Service.**

**The reception of all requests for assistance, whatever their nature, is made on this single number. Upon receipt of a call, and after identification of the nature of the intervention to be carried out, VYV IA will call the specialised service provider(s) and consultant(s).**

**VYV IA can only intervene within the limits of the agreements given by the local medical and/or administrative authorities, and cannot in any case substitute itself for the local emergency services if they are under the responsibility of the public authority, nor can it take charge of the expenses thus incurred.**

**The Subscriber may contact VYV IA directly for the implementation of assistance services not provided for in this contract, whether or not related to the proposed guarantees. They may also contact the Insurer who will direct them to VYV IA or to VYV IA's partner in the case of security assistance services.**

**These assistance services, after a feasibility study, will be contracted directly between the Subscriber and VYV IA or between the Subscriber and VYV IA's partner for security assistance services, without the Insurer's involvement in the contract. The provisions of the present contract will therefore not apply to these assistance services.**

**In the event that VYV IA agrees to provide assistance in a situation involving an infectious risk in the context of an epidemic or pandemic, which is subject to quarantine or containment measures or preventive measures or specific surveillance by local, national or international health authorities, the Insurer's commitment is acquired by the Insureds in accordance with the terms and conditions mentioned in the present contract title VYV IA takes charge of and implements the means necessary for the execution of the guaranteed services provided below. These guaranteed services are available to the Insured 24 hours a day in the event of an accident or illness of which the Insured is a victim during the Activity throughout the world.**

**VYV IA operates a 24 hour a day, 365 days a year emergency telephone service staffed by multilingual assistants and has a team of qualified medical advisors, nurses and doctors available to provide advice on the most appropriate medical assistance and treatment.**

**Only the medical authorities of VYV IA are authorised to decide on repatriation, the choice of means of transport and the place of Hospitalisation and, if necessary, to contact the attending Doctor on site and/or the family Doctor, in order to intervene under the conditions best adapted to the condition of the Insured.**

**VYV IA is only obliged to pay the additional costs that the Insured would normally have had to incur for their return.**

### 3.11 REIMBURSEMENT CONDITIONS FOR ASSISTANCE GUARANTEES

To request reimbursement, the Insured is required to:

- To imperatively notify VYV IA within 2 working days.
- To attach to its declaration, within 15 days of the issuance of the invoices, the copy of the invoices justifying the expenses incurred by the Insured.

**After these deadlines, the Insured will be deprived of any right to compensation if his delay has caused prejudice to VYV IA,**

- His insurance contract number and his file number assigned by the VYV IA,
- The detailed medical certificate indicating the exact nature and date of occurrence of the Illness,
- Death certificate if applicable,
- All documents necessary for the investigation of the file upon request from VYV IA and without delay.

Without communication to VYV IA medical advisor of the necessary medical information for the investigation, the file cannot be processed.

When VYV IA has taken charge of the Insured's transport, the Insured must return his or her initially planned and unused return ticket.

### 3.12 COMPLAINTS PROCEDURE

In case of disagreement concerning the management of the contract, the **Subscriber and/or the Insureds** shall address their complaint to VYV IA, by writing to the following address:

E-Mail : [contact@vyv-ia.com](mailto:contact@vyv-ia.com)  
VYV International Assistance  
Travel Assistance PRESENCE  
3 Passage of the corvette  
17 000 LA ROCHELLE - FRANCE

If, after examination of the claim, the disagreement persists, the **Insured** may request the opinion of the Mediator, without prejudice to other legal remedies, by e-mail ([mediation@mutualite.fr](mailto:mediation@mutualite.fr)) or at the following address:

Médiateur de la Mutualité Française, FNMF, 255 rue de Vaugirard, 75719 PARIS Cedex 15 - FRANCE

### 3.13 PROTECTION OF PERSONAL DATA

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation), in the context of the management of the insurance contract the **Insured's** personal data may be transferred to **VYV IA**, its delegates, service providers, subcontractors or reinsurers. Members are informed that data concerning them and their beneficiaries, if any, is processed for the purposes of taking out, managing, and executing this insurance contract and for its commercial management. It may also be used in the context of control operations, the fight against fraud and money laundering and the financing of terrorism, the search for beneficiaries of unpaid death contracts, and the execution of legal and regulatory provisions, in application of the present contract.

The collected data are essential to the implementation of these treatments and are intended for the services concerned of **VYV IA** as well as, if necessary, to its subcontractors, providers or partners. **VYV IA** is required to ensure that this data is accurate, complete and, where appropriate, updated. The collected data will be preserved

during all the duration of the contractual relation increased by the legal prescriptions or in the respect of the durations envisaged by the National Commission of Data processing and Freedoms (CNIL).

This personal data may be transferred to service providers or subcontractors established in countries outside the European Union. These transfers may only be made to countries recognised by the European Commission as having an adequate level of protection for personal data, or to recipients who provide appropriate guarantees.

The **Insured** have a right of access, rectification or deletion, limitation of the processing of their data, portability, opposition to the processing, as well as the right to define directives on their fate after their death. They can exercise their rights with the:

**Data Protection Officer of VYV IA**  
**3 Passage de la Corvette**  
**17000 LA ROCHELLE - FRANCE or**  
[contact@vyv-ia.com](mailto:contact@vyv-ia.com)

When exercising their rights, the production of an identity document may be requested. In case of persistent dispute, they have the right to refer to the CNIL on [www.cnil.fr](http://www.cnil.fr) or at 3, place de Fontenoy - TSA 80715 - 75334 Paris cedex 7, France.

The **Subscriber / Insured** expressly authorises **VYV IA** to use their contact information for commercial prospecting purposes with a view to offering other assistance services. They may object by post to receiving commercial solicitations.

### 3.14 SUBROGATION

VYV IA is automatically subrogated to the beneficiary of the guarantees who is the victim of an accident (Insured) in their action against the third party responsible, whether the third party is fully responsible or whether it is shared. This subrogation is exercised within the limit of the expenses that VYV IA has incurred, up to the amount of the share of the indemnity payable by the third party who repairs the injury to the victim's physical integrity. The personal portion of the compensation corresponding to the physical or moral suffering endured by the victim and to the aesthetic and consent loss is excluded, unless the benefit paid by VYV IA compensates these elements of loss.

Likewise, in the event of an accident followed by death, the portion of the indemnity corresponding to the moral prejudice of the Rightsholders remains theirs, subject to the same reservation. If the Insured of the benefits has been directly compensated by the third party, the repayment of the benefits paid by VYV IA is required. A guaranteed Insured who, through negligence or willful abandonment, makes recovery impossible, shall be liable to repay the benefits received.

### 3.15 PRESCRIPTION

All actions deriving from the present contract are prescribed by two years as from the event which gives rise to them. However, this period does not run :

- In case of concealment, omission, false or inaccurate statement on the risk incurred, due to the Insured, that from the day VYV IA became aware of it;
- In case of realisation of the risk, only from the day when the interested parties had knowledge of it, if they prove that they were unaware of it until then.

When the **Insured's** action against **VYV IA** is based on the recourse of a third party, the limitation period only runs from the day on which the third party has taken legal action against the **Insured** or the beneficiary, or has been compensated by the latter.

In accordance with the provisions in force, the limitation period is interrupted by one of the ordinary causes of interruption of the limitation period (in particular, by a legal claim and the recognition of the **Insured's** rights by **VYV IA**) and by the appointment of experts following the occurrence of a risk. The interruption of the prescription of the action may also result from the sending of a registered letter with acknowledgement of receipt addressed

by **VYV IA** to the **Insured**, with regard to the action for payment of the premium, and by the **Policyholder** or the **Insured** to **VYV IA**, with regard to the payment of the indemnity.

The limitation period is extended to ten years when, for operations on human life, the beneficiary is not the **Insured** and in operations relating to accidents to persons, when the beneficiaries are the rightful owners of the deceased **Insured**.

The statute of limitations may be interrupted by the ordinary causes of interruption of the statute of limitations, namely:

- The recognition by the debtor of the right of the person against whom he was prescribing,
- The legal claim,
- A conservatory measure taken in application of the code of civil enforcement procedures or an act of forced execution,
- The interpellation made to one of the joint and several debtors by a legal demand or by an act of forced execution or the recognition by the debtor of the right of the one against whom he was prescribing,
- The interpellation made to the principal debtor or his recognition for the cases of prescription applicable to sureties.

### 3.16 SETTLEMENT OF DISPUTES

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

### 3.17 MISREPRESENTATION

**When it changes the object of the risk or diminishes our opinion of it:**

- **Any concealment or intentionally false declaration on your part will result in the nullity of the contract. The premiums paid remain our property and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.**
- **In application of article L113-9 of the insurance code, any omission or inaccurate declaration on your part, the bad faith of which is not established, leads to the cancellation of the contract 10 days after the notification which will be made to you by registered letter when it is noted before any claim.**

### 3.18 SUPERVISION AUTHORITY

**VYV IA** is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution 4, Place de Budapest - CS 92459 - 75436 Paris Cedex 09 – FRANCE.