

**NOTICE
INFORMATION**

**DG Insurance and
Assistance 0325**

Contract no. MPTAST1300012/03



Yacht Charter Insurance and Assistance



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DEFINITIONS AND SCOPE OF APPLICATION

We / the Insurer

The contract is underwritten by ASSUR TRAVEL on behalf of MGEN Portugal - Companhia de Seguros, S.A, a Portuguese insurance company regulated by the Autoridade de Supervisão de Seguros e Fundos de Pensões, with a share capital of 7,500,000 euros, registered under number 517503131, and whose registered office is located at 11 Rua Duque de Palmela, A 1250-097, Lisbon, Portugal.

The assistance provider

The assistance company appointed by the insurer Santé et Assistance : HEALTHCASE, a Florida limited liability company (EIN 83-1833403), located at 1 SE 3RD avenue, suite 2900, Miami Florida, 33131. USA.

Managing broker

ASSUR TRAVEL - ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier - 59650 Villeneuve d'Ascq. SAS au capital de 100 000 Euros - RCS LILLE 451 947 378 - ORIAS n° 07030650 - Entreprise régie par le Code des Assurances sous l'Autorité de Contrôle Prudentiel et de Résolution 4 place de Budapest CS 92459 75436 Paris cedex 09.

Accident

Any bodily injury, unintentional on the part of the Insured, resulting from the sudden action of an external cause. Food poisoning is treated as an accident.

Serious accident

A sudden and fortuitous event affecting the Insured, unintentional on his/her part, resulting from the sudden action of an external cause and certified by an authorised medical authority and preventing him/her from travelling by his/her own means.

Member

Person or group of natural persons who have hired a Boat and have subscribed to the Insurance Contract and identified as such on the subscription form.

Insured

The member.

Medical authority

Any person holding a valid medical or surgical diploma in the country where the Serious Bodily Injury or Serious Illness is diagnosed. The Medical Authority must be a Third Party to the Insured.

Boat

For the purposes of the contract, a Boat is defined as being: a motorboat, semi-rigid, sailboat, catamaran, schooner, jet-ski, houseboat, unlicensed boat or yacht

Beneficiary/Insured

Any natural person named on the membership form who suffers a covered event and receives the assistance or insurance benefits provided for in the contract.

Natural disasters

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 agent and recognised as such by the public authorities.

Geographical coverage

Worldwide, with no excess per kilometre (unless otherwise agreed in the Declarations).

Guaranteed travel

Rental organised by the Insured for private or professional purposes and for which you have subscribed to the contract. The period of validity of cover corresponds to the rental dates indicated on the invoices issued, with a maximum rental period of 90 consecutive days.

Bodily injury

Any bodily injury suffered by an individual and the resulting damage.

Effect of the cancellation guarantee

Cancellation cover only takes effect after the Insured has subscribed to this contract. It can be taken out no later than 48 hours (working days) after the purchase of the first services of the holiday in accordance with the information given on the Application Form. It expires at the time of departure, i.e. as soon as the Insured arrives at the meeting point set by the Tour Operator, or in the case of use of personal transport, as soon as he/she arrives at the place of stay.

Effect of the assistance guarantee

Assistance cover is valid for the duration of your stay, up to a maximum of 90 consecutive days.

Epidemic

Abnormally high incidence of a disease over a given period and in a given region.

Foreign

All countries outside the Beneficiary's country of residence. For cover of medical expenses abroad, the French Overseas Territories are treated as equivalent to a foreign country by agreement when the Beneficiary's Domicile is in France.

France

Metropolitan France, Principality of Andorra or Monaco and French Overseas Departments.

Franchise

Portion of the Damage definitively borne by the Insured in the event of compensation following a claim. The excess may be expressed in days, hours, percentages or as a lump sum.

Guarantee

The insurance cover relating to the Contract.

Group

All the participants listed on the same booking form, made up of a maximum of sixteen (16) people.

Hospitalization

Stay of more than 24 hours in a hospital establishment, or a stay of less than 24 hours in the case of surgery with general anaesthetic.

Immobilisation at home

Obligation to remain in the Home following a Serious Bodily Injury, on medical prescription and lasting more than 5 days.

Disease

Sudden and unforeseeable deterioration in health certified by a competent medical authority.

Chronic illness

An illness that progresses slowly and is prolonged.

**Serious illness**

Any deterioration in health duly certified by a competent Medical Authority that formally prohibits leaving the Home and requires medical care and the absolute cessation of all professional activity (except for retired and unemployed people) and entails a medical prescription.

Maximum per event

Where cover is provided for several insured persons 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 cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

Family members / Relatives

A family member is defined as a spouse or partner living under the same roof, a child, a brother or sister, father, mother, parents-in-law, grandparents, grandchildren, brothers-in-law and sisters-in-law. They must be domiciled in the same country as you, unless otherwise stipulated in the contract.

Nullity

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the said agreement.

Pandemic

Epidemic that develops over a vast territory, 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 disaster occurred.

Quarantine

Isolation of the person, in the event of a suspected or confirmed illness, decided by a competent local authority, with a view to avoiding a risk of the said illness spreading in the context of an Epidemic or Pandemic.

Claims

Event likely to trigger the Guarantee.

Underwriter

Click&Boat is an agent of Go On Assurance, a boat rental agency offering its customers the Insurance Contract described in this information notice.

Territoriality

Guarantees are valid worldwide.

Assistance cover is provided for any insured event only on land or from the boat's home port or long-term parking location.

The intervention zone for people is as follows:

Maritime waters :

- North: 60° latitude North
- South: 30° latitude North
- East: 38° longitude East
- West: 20° West longitude.

These limits are extended to the entire Mediterranean without crossing the Bosphorus or penetrating the Suez Canal. Inland waters: of France, neighbouring countries, Austria, the Netherlands, Denmark, Portugal, the United Kingdom and Ireland.

Third party

Any natural person not covered by the insurance contract.

MEMBERSHIP CONDITIONS**WHO JOINS THE CONTRACT?**

Any natural person of legal age who has hired a Boat from the Policyholder.

PROOF OF MEMBERSHIP

The electronic data kept by the subscriber constitutes a signature by the Member, is binding on him/her and may be accepted as proof of his/her identity and consent to the insurance offer and to the terms of this Information Memorandum.

CONFIRMATION OF CONTRACT MEMBERSHIP

The policyholder sends the Member, by e-mail, an application form and this Information Memorandum, as well as, as a reminder, the pre-contractual information documents, which the Member also undertakes to keep on a durable medium.

The cover you have taken out is shown on the application form issued when you took out the policy. Please refer to this document for details of the corresponding cover.

In accordance with article L.141-4 of the French Insurance Code, the Policyholder undertakes to provide all Beneficiaries of this policy with the information leaflet drawn up for this purpose.

CANCELLATION OF MEMBERSHIP

In accordance with article L112-2-1 of the French Insurance Code, policyholders may exercise their right to cancel their insurance contract concluded at a distance within 14 days of the date on which the contract was concluded.

This option does not apply to travel and similar insurance contracts with a duration of one month or less.

The request for cancellation must be sent by registered letter with acknowledgement of receipt to :

ASSUR TRAVEL, ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier - 59650 Villeneuve d'Ascq.

Below is a sample waiver letter:

Surname and first name:

Contract number and name:

Gentlemen,

In accordance with Article L112-2-1 of the French Insurance Code, I hereby expressly renounce taking out the insurance contract referred to above, which I took out exclusively by mail order on/...../.....

Yours sincerely

Date:/...../.....

CHANGES

All changes relating to the Member (contact details, etc.) and to the Rental(s) must be declared as soon as the Member is aware of them.



OBLIGATIONS

To obtain compensation for a Claim, the Member or his/her rightful claimants must provide the supporting documents described in each of the guarantees **(in the absence of these supporting documents, no compensation will be possible).**

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In all cases, it must provide :

- the contract number,
- a copy of the Application Form,
- the original detailed invoices from the tour operator showing land and transport services, and, where applicable, the certificate or proof from the assistance agent confirming the date of repatriation or early return and the reason for it,
- the insurance Member's bank details (to enable the compensation to be transferred),
- if the person cancelling the trip is not the Insured: proof of family relationship (copy of family record books, etc.),
- any official document establishing the seriousness of the damage caused by the cancellation, late arrival or early return,
- the circumstances of the Claim, its known or presumed causes, the nature and approximate amount of the damage.

The Insured must take all appropriate measures to limit the extent of the damage already known and to prevent further damage. If he fails to do so, the Insurer shall be entitled to compensation proportionate to the damage that this non-performance could cause him.

OBLIGATIONS IN THE EVENT OF CANCELLATION

You **MUST** cancel as soon as a medical problem affecting you or a member of your family arises, which could immediately or later prevent your departure.

Under penalty of forfeiture, the insured or his/her beneficiaries must give notice of the claim simultaneously to the Insurer and to his/her rental organisation within 5 (five) days from the day on which they became aware of it, except in the case of fortuitous events or force majeure.

DON'T FORGET TO CANCEL AT THE FIRST SIGN OF SYMPTOMS

If you cancel late, we will only cover the cancellation costs due on the date of the event, and you will remain your own insurer for the difference.

SCOPE AND LIMITS OF COVER

Claims are covered subject to the exclusions and limits of the Guarantee and to compliance with the reporting deadlines and formalities set out in this information leaflet.

HOW TO CONTACT OUR INSURANCE DEPARTMENT

ASSUR TRAVEL - Claims Department - ZONE D'ACTIVITE ACTIBURO -
99 Rue Parmentier - 59650 Villeneuve d'Ascq - France
Monday to Friday, 09:00 to 12:30 and 13:30 to 18:00
Tel : 03.20.30.74.12 - Contact us contact.gestion@assur-travel.fr

OBLIGATIONS FOR REPATRIATION INSURANCE COVER

It is imperative to contact the assistance service before any medical consultation or hospitalisation. Only a telephone call from the beneficiary at the time of the event will enable the assistance services to be implemented. No reimbursement will be made for services that have not been organised or accepted by the assistance provider.

HOW TO CONTACT OUR SUPPORT DEPARTMENT

HEALTHCASE - 1 SE 3RD avenue - suite 2900
Miami Florida - 33131. USA
24 hours a day, 7 days a week
Tel : +33 (0)3 53 65 42 00 - assistance@healthcaseservices.com

To enable us to intervene in the best possible conditions, please remember to gather the following information, which you will be asked to provide when you call:

- the name and number of the contract to which you are attached,
- your first and last name,
- your home address,
- the country, city or town you are in at the time of the call,
- specify the exact address (number, street, hotel, etc.),
- the telephone number where we can reach you,
- the nature of your problem.

On your first call, you will be given an assistance file number. You should always quote this number when you contact our Assistance Service.

ASSISTANCE SERVICES CAN ONLY BE PROVIDED IF THE BENEFICIARY MAKES A TELEPHONE CALL AT THE TIME OF THE EVENT.



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INSURANCE COVER

Provided that cover has been taken out

GUARANTEED EVENT	CEILINGS AND LIMITS	
	Limit per rental	Franchise
CANCELLATION		
Cancellation for medical reasons	12,000 per rental	30 per rental
Cancellation for named cause		30 per rental Except where the Insured's holiday is cancelled or modified: 20% of cancellation costs





DESCRIPTION OF INSURANCE COVER

You must notify the Distributor IMMEDIATELY as soon as the Illness first manifests itself or as soon as you become aware of the event giving rise to the Guarantee. At the same time, the claim must be declared within 5 days of the Member becoming aware of it, except in the case of unforeseen circumstances or force majeure.

If the Member does not respect this time limit for declaring the Claim and if the Insurer proves that this delay has caused him prejudice, the Member will not benefit from the Guarantee (article L 113-2 of the Code des Assurances).

CANCELLATION OF RENTAL

PURPOSE OF THE GUARANTEE

The purpose of the Guarantee is to reimburse the Insured for all or part of the deposit paid and/or the Boat Rental cancellation fees according to the rental organisation's scale in the event of cancellation of the rental before departure (excluding the insurance premium, administration fees, visa fees and airport taxes).

The following are the reasons for cancellation of the rental:

Cancellation for medical reasons

- Serious illness (including relapse, aggravation, sequelae of a previous condition), serious accident (including relapse, aggravation, sequelae of accidents prior to the purchase of the rental) or death :
 - the Insured, his/her legal or de facto spouse or the person in a civil union with him/her,
 - ascendants or descendants up to the 2nd degree, father-in-law, mother-in-law, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law,
 - the person travelling with the Insured, who is not related to the Insured, provided that this person appears on the same rental registration form,
 - the person responsible for looking after the Insured's minor children or a disabled person living under the Insured's roof, provided that their name is mentioned on the rental booking form,
 - the Insured's professional replacement, provided that his/her name is mentioned on the rental registration form.
- Unforeseeable complications of pregnancy provided that the Insured is not more than six months pregnant when she registers for the rental.

In the event of a relapse, cover is acquired provided that the relapse occurred before the cover was taken out and that the Insured has not been hospitalised (continuous hospitalisation, day hospitalisation or outpatient hospitalisation) in the three months prior to the date of purchase of the rental.

Cancellation due to the death of a family member will only be taken into account if the death occurred in the month prior to departure.

Cancellation due to

- Serious damage to the Insured's main or secondary residence or business premises, more than 50% of which has been destroyed, as a result of theft, fire, water damage or natural elements, occurring in the 7 days prior to the start date of the holiday and requiring the presence of the Insured,
- Summoned as a witness or juror,
- The Insured being summoned to appear before a court as part of an adoption procedure, provided that this is scheduled during

the rental period and that the summons was not known at the time the rental was booked,

- The Insured being invited to sit a make-up exam (university only), provided that the make-up exam is scheduled during the rental period and that the failure was not known at the time of registration for the rental,
- Granting of salaried employment (except temporary work and fixed-term contracts) or a paid traineeship to an Insured who is registered as unemployed at the time of registering for the rental, provided that the start date of the employment or traineeship coincides with the period of stay,
- Redundancy of the Insured or his/her Spouse, provided that the redundancy procedure has not been initiated on the day the rental is booked,
- Professional transfer, non-disciplinary, obliging the Insured to move during the period of the stay, and provided that the procedure was not known at the time of booking,
- Modification or cancellation of the Insured's holiday, previously agreed before the purchase of the rental by his/her employer (excess 20% of the cost of the trip). This cover applies to employees, excluding members of a liberal profession and company legal representatives.
- Serious damage to the Insured's vehicle or breakdown of his/her vehicle, immobilising it for at least 48 hours. This immobilisation must occur within the 48 hours prior to the start of the rental period,
- Contraindications to vaccination and subsequent vaccination,
- Theft of the Insured's identity papers, which are essential for the trip, in the 48 hours prior to departure, making departure impossible,
- one or more persons registered at the same time as you (Maximum 5 including the insured) and insured under this contract
- Refusal of a visa by the authorities of the country visited, provided that the application was made at least one month before the date of departure and that no previous application had been refused by the same authorities,

It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.

GUARANTEE AMOUNT

The indemnity paid under this Contract may under no circumstances exceed the rental price declared at the time of taking out this Contract and within the limits set out in the Table of Cover, per event

We will reimburse you the amount of the cancellation fee charged by the rental organisation in accordance with the cancellation scale listed in the Table of Cover.



Application fees, gratuities, visa fees and the premium paid in return for taking out this contract are non-refundable.

FORMALITIES IN THE EVENT OF A CLAIM

If you cancel late, we will only cover the cancellation costs due on the date of the event, and you will remain your own insurer for the difference.

Two stages:

1/ You must notify your rental company IMMEDIATELY at the first sign of illness or as soon as you become aware of the event giving rise to the guarantee.

2/ Secondly, you must declare the claim in writing to ASSUR TRAVEL, within five working days of the event giving rise to the cover.

The insured or his/her beneficiaries undertake to provide all documents and information requested by the Insurer concerning the claim, in particular:

- the contractual document (paid invoice) given to you by the hire company when you registered,
- the paid invoice for the cancellation or forfeiture fees issued by the rental organisation,
- the medical questionnaire duly completed by the doctor (even in the event of death),
- a medical or hospitalisation certificate specifying the nature, seriousness and anteriority of the illness or accident as well as its foreseeable consequences, photocopies of prescriptions relating to the treatment undergone, the medication prescribed and the tests and other examinations carried out. To this end, the insured must release his or her doctor from medical confidentiality vis-à-vis the company or take all necessary steps to ensure that the doctor treating the person whose illness or accident is the reason for his or her cancellation is released from medical confidentiality,
- all social security (or other insurance) statements relating to the reimbursement of treatment costs and the payment of daily allowances,
- the post-mortem certificate, in the event of cancellation for this reason,
- proof of family relationship (copy of family record books) if the person cancelling is not the insured,
- any official document establishing the seriousness of the damage causing the cancellation. In the event of a serious accident, it is the insured's responsibility to specify the causes and circumstances, as well as the names and addresses of those responsible and witnesses,
- in the event of a complication of pregnancy, a medical certificate stating that the Insured must be bedridden on the date of departure or during the rental period,
- in the event of serious Damage to the Home, a copy of the claim submitted to the Insurer of the property(ies) damaged and the expert's report,
- a copy of the official summons for jury duty, witness duty or a make-up exam,
- in the event of a professional obligation, a copy of the mission order issued by the Insured's employer with a copy of the identity papers of the line manager who ordered the business trip or the obligation to be at work,
- and any other document that the Managing Broker deems necessary to enable it, in view of the nature of the event, to

establish the characteristics of the circumstances in which it occurred.

Where a medical certificate is required, it must be drawn up by a Medical Authority that is a third party to the insured.

The medical certificate must be enclosed in a confidential envelope for the attention of the medical advisor appointed by the Managing Broker. To this end, the Insured must release his or her doctor from medical confidentiality vis-à-vis this medical advisor. Under penalty of forfeiture, the Insured invoking the Guarantee must submit all the documents contractually required without being able to invoke, except in cases of force majeure, any reason preventing their production.

If the Insured opposes this without a valid reason, he/she risks losing his/her rights to the Guarantee. By express agreement, the Insured recognises the Insurer's right to make the implementation of the Guarantee conditional on compliance with this condition.

Lastly, the insured must allow access to the Insurer's medical advisor, on pain of forfeiture, unless there is justified opposition.

The causes and consequences of the claim shall be assessed by mutual agreement or, failing that, by amicable expert appraisal, subject to the respective rights of the parties. Each of the parties appoints an expert. If the experts so appointed are not in agreement, they shall appoint a third expert. The three experts shall act jointly and by a majority of votes.

Each party pays the costs and fees of its expert and, if applicable, half of those of the third party expert.

You must provide ASSUR TRAVEL - Service Indemnisation - ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier 59650 Villeneuve d'Ascq, with the documents and medical information required to investigate your claim, which we will send you as soon as we receive the claim declaration, together with the medical questionnaire to be completed by your doctor.

You must also provide any information or documents requested to justify the reason for your cancellation.

In addition, it is expressly agreed that you accept in advance the principle of an examination by our medical advisor. Consequently, if you object without a legitimate reason, you will lose your Guarantee rights.

If you fail to submit these documents, your rights to compensation will lapse.

EXCLUSIONS FROM COVER

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

- the impossibility of leaving due to the closure of borders, material organisation or accommodation or safety conditions at the destination,
- natural disasters or forest fires occurring at the place of stay and leading to the site being closed by the local or prefectural authorities during the stay,
- the fact that the geographical destination of the Trip is not recommended,
- an illness or accident that was first diagnosed, relapsed, worsened or hospitalised between the date on which the Trip was purchased and the date on which this contract was taken out,
- an aesthetic treatment,



- all intentional acts, suicide, attempted suicide, self-harm, drunkenness or the use of drugs or medicines not prescribed by a competent medical authority,
- pregnancy and pregnancy complications after the 6th month,
- in vitro fertilisation, its preparation, treatment and consequences,
- psychological, mental or nervous illnesses that do not result in hospitalisation for more than 4 days,
- cancellation caused by a person hospitalised at the time of booking the Trip or taking out the contract,
- any reason leading to cancellation that was known at the time of registration for the Tour,
- illnesses or accidents that have started, relapsed, worsened or resulted in hospitalisation in the month preceding registration for the Trip,
- unconsolidated illnesses or accidents or those which, given their course, require constant care,
- illnesses or accidents whose after-effects may, on medical advice, make certain journeys inadvisable,
- the contraindication of Aerial Flight,
- the professional obligation,
- failure, for any reason whatsoever, to present the documents required for the Trip, such as passport, visa, travel tickets and vaccination booklet,
- cancellations caused by the carrier or the Tour Operator, whatever the cause,
- default of any kind, including financial default, on the part of the organiser of your Trip,
- cancellations resulting from periodic monitoring and compliance reviews,
- the absence of hazards,
- refusal to vaccinate.



SUMMARY OF ASSISTANCE COVER

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It is imperative to contact the assistance service before any medical consultation or hospitalisation. Only a telephone call from the beneficiary at the time of the event will enable the assistance services to be implemented. No reimbursement will be made for services that have not been organised or accepted by the assistance provider.

HOW TO CONTACT OUR HELPDESK

7 days a week - 24 hours a day

ASSUR-TRAVEL ASSISTANCE / HEALTHCASE

1 SE 3RD avenue - suite 2900 - Miami Florida - 33131. USA.

7 days a week - 24 hours a day

- By telephone: 03 53 65 42 00
- By telephone from abroad: 33.3.53.65.42.00 preceded by the local access code to the international network
- By email:

To enable us to intervene in the best possible conditions, please remember to gather the following information, which you will be asked to provide when you call:

- the name and number of the contract to which you are attached,
- your first and last name,
- your home address,
- the country, city or town you are in at the time of the call,
- specify the exact address (number, street, hotel, etc.),
- the telephone number where we can reach you,
- the nature of your problem.

On your first call, you will be given an assistance file number. You should always quote this number when you contact our Assistance Service.

ONLY THE BENEFICIARY'S TELEPHONE CALL AT THE TIME OF THE EVENT
ENABLES THE IMPLEMENTATION OF ASSISTANCE SERVICES.





ASSISTANCE GUARANTEES

Provided that cover has been taken out

	Guarantee limits
PERSONAL ASSISTANCE IN THE EVENT OF ILLNESS OR INJURY	
Pre-departure teleconsultation	1 call
Repatriation or medical transport	Actual costs
Repatriation of accompanying persons	Return ticket
Return of an insured family member or an insured accompanying person	Return ticket + taxi fares
Presence in hospital	Return ticket and hotel expenses of €100 per night, maximum €3,000
Early return in the event of hospitalisation of a family member	Return ticket + taxi fares
Impossible return or immobilisation of people in the event of a pandemic	Hotel expenses of €80 per night, maximum 14 nights and maximum €50,000 per group

MEDICAL COSTS	
Supplementary reimbursement of medical expenses	15,000 per rental and per insured person, excess €50 per person
Advance payment for hospitalisation abroad	15,000 per rental and per insured party
Emergency dental expenses	300 per tooth per person up to a maximum of €900 per person, €50 excess per person

ASSISTANCE IN THE EVENT OF	
Body transport	Actual costs
Cost of coffin or urn	2,000 per person
Body recognition	Return ticket and hotel expenses €100 per night, maximum €1,000
Return of family members or an insured companion	Return ticket + taxi fares
Early return in the event of the death of a family member	Return ticket + taxi fares

TRAVEL ASSISTANCE	
<i>Before renting</i>	
Travel information	1 call
Replacement crew member or skipper	Transport ticket
<i>During the rental period</i>	
Advance payment of bail abroad	20.000€
Payment of legal fees abroad	10.000€
Early return	Return ticket + taxi fares
Message transmission	Postage and packing
Sending medicines	Postage and packing
Assistance in the event of theft, loss or destruction of identity documents or means of payment	Cash advance: €5,000
<i>After the rental</i>	
Psychological support	3 interviews per event



PERSONAL ASSISTANCE IN THE EVENT OF ILLNESS OR INJURY

ASSUR TRAVEL ASSISTANCE/HEALTHCASE can under no circumstances replace local emergency rescue organisations. In all cases, the decision to provide assistance rests exclusively with the ASSUR TRAVEL ASSISTANCE/HEALTHCASE physician, after contact with the attending physician on site and possibly the Insured's family.

PRE-DEPARTURE TELECONSULTATION

You can contact us before your trip 24 hours a day, 7 days a week, for any information you may need to organise your trip and make sure it runs smoothly.

The information concerns the following areas:

Health information: Health, Hygiene, Vaccinations, Precautions to take, Main hospitals, Advice for women, Time difference, Pets when travelling.

Our doctors are also available to provide you with any information you may need if you are travelling during an epidemic or pandemic. Information is given over the telephone and is not confirmed in writing or sent out. Information services are provided between 8.00 am and 7.00 pm and within the time normally required to satisfy the request. However, whatever the time of the call, we receive and record your requests and contact details so that we can call you back to provide the answers you require.

REPATRIATION OR MEDICAL TRANSPORT

If the Insured's condition requires specific medical care or examinations that cannot be carried out locally, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will organise and pay for :

- transport to a regional hospital or to a country where treatment can be provided,
- repatriation to the Insured's Home if there is no suitable medical centre nearby.

Depending on the seriousness of the case, the patient is repatriated or transported, under medical supervision if necessary, by the most appropriate of the following means: air ambulance, scheduled airline, train, sleeper, boat or ambulance.

If hospitalisation on arrival is not essential, transport is provided to the Insured's home.

If hospitalisation is not possible in a hospital close to the insured's home, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will organise and pay for transport from the hospital to the insured's home, if the insured's state of health allows.

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

RETURN OF ONE INSURED FAMILY MEMBER OR ACCOMPANYING PERSON

We have organised your medical repatriation. We organise and pay for the transport home of a member of your family or an insured person accompanying you at the time of the event, if they are unable to return by the means initially planned.

We will pay for the transport of this person by the appropriate means and subject to local availability, on the basis of a 1st class train ticket

or tourist class plane ticket and, if necessary, the cost of a taxi on departure and arrival.

HOSPITAL ATTENDANCE

ASSUR TRAVEL ASSISTANCE/HEALTHCASE organises and pays, up to the amount indicated in the Table of Benefits, the hotel stay of a person who remains at the bedside of the hospitalised Insured, whose condition does not justify or prevents immediate repatriation.

ASSUR TRAVEL ASSISTANCE/HEALTHCASE also covers the return of this person to Metropolitan France (or to their country of Residence) if they are unable to use the means initially planned.

If the hospitalisation is expected to last more than ten (10) days, and if no-one remains at the Insured's bedside, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will pay the cost of return transport from Metropolitan France (by 1st class train or economy class plane) for a person designated by the Insured. ASSUR TRAVEL ASSISTANCE/HEALTHCASE also organises the hotel stay of this person up to the amounts indicated in the table of cover.

Any catering or other expenses will in all cases be borne by the person concerned.

This cover cannot be combined with the "Repatriation of accompanying persons" cover.

IMPOSSIBLE TO RETURN / IMMOBILISATION IN THE EVENT OF A PANDEMIC

Your flight has been cancelled as a result of travel restrictions imposed by the local government or airlines in the event of an epidemic or pandemic. If you are obliged to extend your stay, we will organise and pay the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or an insured accompanying person, up to the amount indicated in the Table of Benefits.

We organise and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

If you are obliged to extend your stay as a result of being quarantined, we will organise and pay the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or an insured accompanying person, up to the amount indicated in the Table of Benefits. However, cover does not apply in the event of a compulsory quarantine on arrival.



MEDICAL COSTS

REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALISATION EXPENSES INCURRED ABROAD

Reimbursement covers the costs defined below, provided that they relate to treatment received outside the Insured's country of residence, following an unforeseeable illness or accident that occurred abroad.

The Insurer reimburses the amount of medical expenses incurred abroad and remaining payable by the Insured, after reimbursement by Social Security or any other provident or insurance organisation to which he/she may be affiliated, up to the sum indicated in the Table of Benefits, for the duration of the contract.

An excess indicated in the Table of Cover is applied in all cases.

Benefit limits are specified in the Table of Benefits.

the Insured or his/her beneficiaries undertake to take all necessary steps to recover these costs from the organisations concerned and to send the following documents:

- original statements from social security and/or provident organisations justifying the reimbursements obtained,
- photocopies of treatment notes justifying the expenses incurred.

Nature of medical expenses giving entitlement to supplementary reimbursement :

- medical fees,
- the cost of medicines prescribed by a doctor or surgeon,
- ambulance or taxi costs ordered by a doctor for a local journey,
- hospitalisation costs by medical decision,
- emergency dental treatment up to the amount indicated in the Table of Benefits (no excess applies to this item),

Coverage of medical expenses ceases on the day ASSUR TRAVEL ASSISTANCE/HEALTHCASE is able to repatriate the Insured to Metropolitan France or to the country where he/she is domiciled.

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 you providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the insurance organisation.

ADVANCE PAYMENT OF HOSPITALISATION COSTS ABROAD

If the Insured is hospitalised, the cost of hospitalisation may be advanced up to the guaranteed amount indicated in the Table of Benefits, subject to the following conditions:

- the treatment is prescribed in agreement with the ASSUR TRAVEL ASSISTANCE/HEALTHCASE doctors, and
- the Insured is deemed untransportable, by decision of the same doctors.

No advance is granted from the day on which repatriation is possible.

In all cases, the Insured undertakes to repay this advance no later than thirty days after receipt of the invoice.

You or any person authorised by you must make a formal commitment by signing a specific document provided by ASSUR TRAVEL ASSISTANCE/HEALTHCASE when the present service is implemented:

- to take the necessary steps to have the costs covered by the insurance organisations within 15 days of the date on which ASSUR TRAVEL ASSISTANCE/HEALTHCASE sends the necessary information,
- to reimburse ASSUR TRAVEL ASSISTANCE/HEALTHCASE for the sums received in this respect from the insurance bodies within one week of receipt of these sums.

We will only be responsible for any costs not covered by the insurance organisations, up to the limit of the amount covered under the "medical expenses" benefit. You must provide us with the certificate of non-reimbursement issued by these insurance organisations within one week of receiving it.

In order to preserve our rights at a later date, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to taking the necessary steps with the social security bodies and reimbursing us the sums received.

If you do not take the necessary steps to obtain reimbursement from the insurance organisations within the time limit, or if you do not present ASSUR TRAVEL ASSISTANCE/HEALTHCASE within the time limit the certificate of non-reimbursement issued by these insurance organisations, under no circumstances will you be able to claim the "medical expenses" benefit and you will have to reimburse all the hospitalisation costs advanced by ASSUR TRAVEL ASSISTANCE/HEALTHCASE, which will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by you.

ASSISTANCE IN THE EVENT OF DEATH

BODY TRANSPORT

ASSUR TRAVEL ASSISTANCE/HEALTHCASE organises and pays for the transport of the Insured's body from the place of confining to the place of burial in Metropolitan France or at the Insured's Home.

ASSUR TRAVEL ASSISTANCE/HEALTHCASE covers the additional costs necessary for transporting the body, including the cost of a coffin or the

cost of the urn. Cover is up to the amount indicated in the Table of Benefits.

The cost of accessories, ceremonies, burial or cremation in mainland France is the responsibility of the family.

When there is a temporary burial, ASSUR TRAVEL ASSISTANCE/HEALTHCASE organises and pays for the cost of transporting the



Insured's body to the place of final burial in Metropolitan France or to the Insured's Home, after expiry of the legal exhumation period.

RETURN OF FAMILY MEMBERS

ASSUR TRAVEL ASSISTANCE/HEALTHCASE organises and pays for the return transport (by 1st class train or economy class plane and taxi fares) to Metropolitan France (or to the Insured's country of Residence) to the place of burial, of the other Insureds on site if they cannot return by the means initially planned.

RECOGNITION OF THE BODY AND ADMINISTRATIVE FORMALITIES

In the event that administrative reasons require a temporary or definitive burial on site, ASSUR TRAVEL ASSISTANCE/HEALTHCASE organises and pays for the outward and return transport (by 1st class train or economy class plane) of a member of the family to travel from their place of residence in Metropolitan France (or in another country where the Insured resided), to the place of burial, as well as their hotel stay.

ASSUR TRAVEL ASSISTANCE/HEALTHCASE will cover hotel costs up to the amounts indicated in the Table of Benefits.

TRAVEL ASSISTANCE

BEFORE THE RENTAL

Tips for everyday life

From Monday to Friday, between 9.00 am and 9.00 pm (except public holidays), ASSUR TRAVEL ASSISTANCE/HEALTHCASE will provide the Insured with the information he/she needs in the following areas, simply by calling:

- Airports
- International press
- Airline companies
- Currency
- Trains of the world
- Currency exchange
- Economic data for the country visited
- Restaurants
- Administrative information
- Car hire
- Embassies
- International permit
- Visas
- Climate and weather
- Police and customs formalities
- Health and hygiene
- Time difference
- Vaccination
- Telephone

Replacement crew member or skipper

If a crew member or skipper who is a member of this contract and who is the victim of a covered accident is unable to travel (work stoppage), ASSUR TRAVEL ASSISTANCE/HEALTHCASE will organise and pay for the outward journey by 1st class train or economy class airliner, from the Insured's country of origin, of a person designated by the Insured, to replace the latter for the purposes of the trip.

DURING THE RENTAL

Advance payment of bail and legal fees

This cover is only available outside the Insured's country of residence. If, in the event of an involuntary offence against the legislation of the country in which he/she is, the Insured is required to pay criminal bail, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will advance this up to the amount indicated in the table of cover.

ASSUR TRAVEL ASSISTANCE/HEALTHCASE pays the legal fees of any legal representatives that the Insured may call upon, up to the amount indicated in the Table of Benefits.

The Insured undertakes to reimburse the advance made in respect of the penal bond within thirty days of its return by the authorities. This benefit does not cover legal action taken in the Insured's country of origin as a result of events that occurred abroad.

Intentional offences are not eligible for the "Advance of criminal bail" and "Payment of lawyer's fees" benefits.

This cover does not apply to events connected with your professional activity or the safekeeping of a motorised land vehicle.

Early return

If the Insured has to interrupt his/her trip :

- in order to attend the funeral of a family member (spouse or partner, direct ascendant or descendant, brother, sister), ASSUR TRAVEL ASSISTANCE/HEALTHCASE organises and pays for the transport (by 1st class train or economy class plane) of the Insured from the place of stay to the place of burial in Metropolitan France or in another country if the Insured has his/her Residence there.
- in the event of an unforeseeable and serious accident or illness affecting a member of the family (spouse or partner, direct ascendant or descendant), ASSUR TRAVEL ASSISTANCE/HEALTHCASE will organise and pay for, after agreement by the ASSUR TRAVEL ASSISTANCE/HEALTHCASE doctor, the transport (by 1st class train or economy class plane) of the Insured to enable him/her to come to the bedside of the relative, in Metropolitan France or in the country of the Insured's Domicile.
- in the event of major material damage to the Insured's home or to the company's premises in the case of a company director, where more than 50% of the property is destroyed and the presence of the Insured is absolutely necessary, ASSUR TRAVEL ASSISTANCE/HEALTHCASE will organise and pay for the transport (by 1st class train or economy class plane) of the Insured to enable him/her to return to his/her home or the company's premises.

Message transmission

ASSUR TRAVEL ASSISTANCE/HEALTHCASE transmits messages of a private nature, intended for the Insured when he/she cannot be reached directly, for example, in the event of hospitalisation or left by him/her for the attention of a member of his/her family.



Messages must not be of a serious or sensitive nature. Messages are the sole responsibility of their authors, who must be identifiable. We only act as an intermediary for their transmission.

Sending medicines

ASSUR TRAVEL ASSISTANCE/HEALTHCASE takes all necessary measures to ensure the dispatch of medicines essential to the continuation of treatment in progress, in the event that, following an unforeseeable event, it is impossible for the Insured to obtain them or their equivalent. The cost of these medicines and customs duties remain the responsibility of the Insured.

Assistance in the event of theft, loss or destruction of papers or means of payment

When travelling, in the event of loss or theft of papers, ASSUR TRAVEL ASSISTANCE/HEALTHCASE provides advice on the steps to be taken (filing a complaint, renewing papers, etc.). The information communicated is of a documentary nature covered by article 66.1 of the amended law of 31 December 1971. It does not constitute legal advice.

In the event of theft or loss of means of payment (credit card, cheque book), ASSUR TRAVEL ASSISTANCE/HEALTHCASE will grant an advance of funds, the maximum amount of which is indicated in the table of cover, to cover essential expenses, subject to payment of the corresponding sum by a third party and with the prior agreement of the financial organisation that issued the means of payment.

ASSUR TRAVEL ASSISTANCE/HEALTHCASE guarantees reimbursement of the direct cost of duplicating lost or stolen official documents up to the amount stated in the Table of Benefits.

Reimbursement will be made on presentation of the declaration of theft or loss to the local authorities.

AFTER THE RENTAL

Psychological assistance

In the event of a request for psychological assistance following a trauma suffered abroad caused by an act of terrorism, civil or foreign war, riots or by a serious family event, ASSUR TRAVEL ASSISTANCE/HEALTHCASE puts the Beneficiary in contact with a psychologist. ASSUR TRAVEL ASSISTANCE/HEALTHCASE offers the Beneficiary a telephone appointment with a psychologist. ASSUR

TRAVEL ASSISTANCE/HEALTHCASE organises and pays for five (5) telephone consultations of a maximum of 30 minutes each.

Beyond these consultations, the cost of any extension of psychological assistance remains the responsibility of the Beneficiary.

The cost of the telephone call is borne by the beneficiary

The request for psychological assistance must be made 3 months of the date on which the trauma occurred.

Consultations covered by ASSUR TRAVEL ASSISTANCE/HEALTHCASE are granted 3 months of the date the trauma.

LIMITS OF INTERVENTION BY MGEN PORTUGAL AND/OR HEALTHCASE

Excludes :

- **any personalised legal advice or examination of a specific case,**
- **assistance in drafting deeds,**
- **any dispute,**
- **any assumption of costs or payment for services,**
- **any advance of funds other than those defined,**
- **any medical advice or diagnosis,**
- **trauma not directly linked to the insured event, consultations in a field other than psychology (psychiatric or psychotherapeutic support), simple friendly listening.**

With regard to the specific field of financial information, ASSUR TRAVEL ASSISTANCE/HEALTHCASE cannot carry out any comparative study on the quality of contracts, services, rates practised by financial establishments, and excludes any presentation or presentation of a particular product.

Under no circumstances will ASSUR TRAVEL ASSISTANCE/n express, in response to a question involving the law and its practice, a personal opinion or advice based on legal rules of such a nature as to enable the person receiving the information to take a decision. Answers will not be confirmed in writing nor will documents be sent.

**EXCLUSIONS COMMON TO ALL GUARANTEES**

In addition to the general exclusions common to all guarantees, the following are excluded:

- the absence of hazards,
- convalescence and illness (illness, accident) in the course of treatment that has not yet been consolidated,
- pre-existing illnesses diagnosed and/or treated and hospitalised in the six months prior to the request for assistance,
- benign illnesses or injuries that can be treated locally and/or that do not prevent the Insured from continuing his/her trip,
- events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- trips undertaken for diagnostic and/or treatment purposes,
- medical and hospitalisation expenses in the country of residence,
- convalescence and illnesses undergoing treatment, not yet consolidated and involving a risk of sudden aggravation,
- pregnancy, except in the case of unforeseeable complications, and in all cases from the thirty-sixth week of pregnancy, voluntary termination of pregnancy and the aftermath of childbirth,
- negligence on the part of the Insured,
- conditions resulting from the use of drugs, narcotics or similar products not prescribed by a doctor, or the consumption of alcohol,
- the consequences of attempted suicide,
- damage caused intentionally by an Insured or resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- the cost of spa treatments, beauty treatments, vaccinations and related expenses,
- stays in nursing homes and the associated costs,
- rehabilitation, physiotherapy, chiropractic treatment and related costs,
- planned hospitalisations,
- events occurring during the practice of dangerous sports (raids, trekking, climbing, etc.) or the participation of the Insured as a competitor in sporting competitions, bets, matches, contests, rallies or their preparatory trials, as well as the organisation and payment of all search costs,
- the amount of the sentences and their consequences,
- customs duties,
- services which have not been requested during the trip or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event,
- hotel and restaurant expenses, except those specified in the text of cover,
- the consequences of wilful non-compliance with the regulations of the countries visited, or practices not authorised by the local authorities,
- the consequences of ionising radiation emitted by nuclear fuels or by radioactive products or waste, or caused by weapons or devices designed to explode by modifying the structure of the nucleus of the atom,
- the consequences of civil or foreign war, official bans, seizure or coercion by the police,

- the consequences of riots, strikes or piracy, where the Insured takes an active part,
- the consequences of climatic impediments such as storms and hurricanes.

The insurer does not guarantee :

- the consequences of the wilful misconduct of natural persons with the status of Insured,
- damage or financial loss caused by attacks, civil war or foreign war, whether declared or not (article L.121-8 of the Code des Assurances). It is up to the Insured to prove that the loss resulted from an event other than foreign war. It is up to the Insurer to prove that the claim is the result of civil war,
- damage or financial loss caused by earthquakes, tidal waves, volcanic eruptions or other cataclysms. However, as far as damage to property is concerned, the effects of natural disasters are covered in accordance with articles L.125-1 to L.125-6 of the French Insurance Code,
- damage or aggravation of damage caused by :
 - weapons or devices designed to explode by modifying the structure of the atomic nucleus,
 - any nuclear fuel, radioactive product or waste,
 - any other source of ionising radiation (in particular any radioisotope),
- fines, taxes, fees, levies and any other criminal sanction imposed personally on the Insured,
- events giving rise to damage or financial loss of which the Insured is aware at the time of taking out the policy as likely to result in its application,
- the professional practice of any sport,
- taking part in competitions or endurance or speed events and in their preparatory tests, on board any land, water or air vehicle,
- the consequences of failure to comply with the recognised safety rules associated with the practice of any leisure sporting activity,
- accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,
- the consequences :
 - the organisation of sporting competitions,
 - practising sports as a holder of a sports federation licence,
 - air or water sports,
- the consequences of exposure to biological infectious agents, chemical agents such as poison gas, or to incapacitating or neurotoxic agents or agents with persistent neurotoxic effects, which are subject to quarantine, preventive measures or specific monitoring by the international and/or local health authorities in the country where you are staying and/or the national health authorities in your country of origin,
- Epidemics and Pandemics recognised by the WHO and/or the French/foreign authorities unless otherwise stipulated in the Guarantee,



- pollution,
- strikes, force majeure,
- Natural disasters covered by Law 82-600 of 13 July 1982 as amended.

It is specified that for all claims occurring in the USA, CANADA, the costs of experts, lawyers, legal fees and court proceedings are included in the amount of cover and are subject to the application of the excess.

Any Member appearing on any official, government or police database of persons known or presumed to be terrorists, any Insured who is a member of a terrorist organisation, a drug trafficker or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons is always excluded from cover.

In addition to the above exclusions and for cover of medical, surgical, pharmaceutical or hospitalisation expenses abroad, the following are not covered:

- expenses incurred as a result of an accident or illness medically diagnosed before cover is taken out,
- costs incurred for the treatment of a pathological, physiological or physical condition medically diagnosed before the cover takes effect, unless there is a clear and unforeseeable complication,

- the cost of internal, optical, dental, acoustic, functional, aesthetic or other prostheses, costs incurred in mainland France and the French overseas departments or in the Insured's country of residence, whether or not they result from an accident or illness that occurred in France or in any other country,
- the cost of spa and heliomarine treatments, stays in rest homes and rehabilitation costs,
- the cost of searching for and rescuing people in the mountains, at sea or in the desert,
- losses and/or costs resulting directly or indirectly from :
 - a cyber incident,
 - the measures taken to control, prevent, eliminate or remedy any cyber incidents.

MGEN PORTUGAL and/or ASSUR TRAVEL ASSISTANCE/HEALTHCASE cannot be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or events such as civil or foreign war, riots or civil commotion, lock-outs, strikes, terrorist attacks, acts of piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.





LEGAL FRAMEWORK

DELIVERY OF THE INFORMATION LEAFLET

In accordance with article L.141-4 of the French Insurance Code, the Policyholder undertakes to provide all Beneficiaries of this policy with the information leaflet drawn up for this purpose.

DAMAGE APPRAISAL

If the damage cannot be determined by mutual agreement, it shall be assessed by means of an amicable and binding expert appraisal, subject to our respective rights.

We each choose our own expert. If these experts disagree with each other, they call in a third, and the three of them work together by majority vote.

If one of us fails to appoint an expert or if the two experts fail to agree on the choice of a third, the appointment shall be made by the President of the Tribunal de Grande Instance of the place where the loss occurred. This appointment is made by simple request signed by at least one of us; the person who has not signed is summoned to the expert assessment by registered letter.

Each party shall bear the costs and fees of its own expert and, where applicable, half those of the third.

INTERNATIONAL SANCTIONS

The present guarantees are without effect when the Insurer is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for by the laws and regulations, or when the insured goods and/or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by the laws and regulations.

HANDLING COMPLAINTS

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

Insurance

If you have any complaints about your insurance cover, please ASSUR TRAVEL on +33 (0)3 20 30 74 12.

Assistance

If you have any complaints about your assistance cover, please contact HEALTHCASE on +33 (0)3 53 65 42 00.

If your oral complaint is not resolved to your satisfaction, we invite you to write to us, either by e-mail to :

qualiteclients@assur-travel.fr

or by post to :

**ASSUR TRAVEL
CUSTOMER QUALITY DEPARTMENT
ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier
59650 Villeneuve d'Ascq**

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date of dispatch.

Our response must be sent to you in writing no later than two months after the complaint is sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take legal action.

DATA COLLECTION

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that :

- the answers to the questions asked are obligatory, and that in the event of false declarations or omissions, the consequences for the policyholder may be the nullity of the contract (article L 113-8 of the French Insurance Code) or a reduction in compensation (article L 113-9 of the French Insurance Code),
- the processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force,
- the data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the periods stipulated in the provisions relating to prescription,
- the recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

They may also be forwarded, where appropriate, to professional bodies as well as to any persons involved in the contract, such as lawyers, experts, court and ministerial officers, curators, guardians and investigators.

Information concerning the investor may also be sent to the Managing Broker, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and any public bodies authorised to receive such information, as well as to the departments in charge of control, such as statutory auditors, auditors and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code in terms of the fight against money laundering and the financing of terrorism. In this respect, it implements a process for monitoring contracts which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

Data and documents concerning the Insured are kept for a period of five (5) years from the closure of the contract or the termination of the relationship.

- Personal data may also be used to combat insurance fraud, which may lead to being placed on a list of people at risk of fraud.



This registration may result in a longer review of the case, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning persons who are parties to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for authorised personnel of organisations directly involved in fraud (other insurance organisations or intermediaries, judicial authorities, mediators, arbitrators, court officers, ministerial officers, third-party organisations authorised by a legal provision and, where applicable, the victims of acts of fraud or their representatives).

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

For people on a list of suspected fraudsters, their data is deleted after 5 years from the date of inclusion on the list.

- in its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes,
- personal data may also be used by the Insurer as part of the processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers,
- personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union,
- the Insured has the right to access, rectify, delete and object to the data processed, by providing proof of identity. They also have the right to request that the use of their data be limited if it is no longer necessary, or to recover in a structured format the data they have provided if it is necessary for the contract or if they have consented to the use of this data.

Individuals have the right to define directives concerning the fate of their personal data after their death. These directives, whether general or specific, concern the retention, deletion and communication of their data after their death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

- by e-mail: to dpo@assur-travel.fr

or

- by post: by writing to the following address **ASSUR TRAVEL for the attention of the DPO, 99 rue Parmentier - Zone Actiburo - 59650 Villeneuve d'Ascq.**

After making a request to the Representative Data Protection Officer and not obtaining satisfaction, he or she may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés) by post to the following address: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

APPLICABLE LAW AND LANGUAGES

This contract is governed by French law. The contracting parties declare that they submit to the jurisdiction of the French Courts and renounce any proceedings in any other country.

DECLARATION OF OTHER INSURANCE

If, during the same insurance period of this contract, the member takes out one or more other insurance contracts for identical risks, the member must declare this to the Insurer, failing which the penalties provided for by the Insurance Code will apply, i.e. the contract will be null and void or the benefits will be reduced.

INFORMATION REQUEST

It is agreed that, at any time, the Insurer reserves the right to ask the member for any information that would enable it to make a fair assessment of the development of the risk associated with the contract.

MULTIPLE INSURANCES

If there is other insurance of the same nature, taken out without fraud and providing the same cover, for the same interest, each of these insurances produces its effects within the limit of its cover (article L.121-4 of the Code des Assurances).

Compensation may not exceed the amount of the loss, regardless of the date on the insurance was taken out (article L.121-1 of the French Insurance Code).

Within these limits, the beneficiary of the contract may obtain compensation for his losses by applying to the Insurer of his choice. The contribution of each of the Insurers is determined by applying to the amount of the loss the ratio existing between the compensation that the Insurer would have paid if it had been alone and the cumulative amount of the compensation that would have been payable by each Insurer if it had been alone.

SUBROGATION

In accordance with the provisions of article L121.12 of the Code des Assurances, the Insurer is subrogated, up to the amount of the indemnity paid by it, to the rights and actions that the Beneficiary/Insured may have against third parties responsible for the damage.

PRESCRIPTION

Any action arising from the Contract or membership is time-barred after 2 years from the event giving rise to it. The limitation period may be interrupted in particular by the appointment of an expert following a Claim or by the Insurer or the Member sending the other party a registered letter with acknowledgement of receipt.

Article L114-1 of the Insurance Code :

"All actions arising from an insurance contract are time-barred after two years from the event giving rise to them. However, this period does not run :

1° In the event of a concealment, omission, false or inaccurate statement about the risk, from the day the insurer became aware of it;

2° In the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they were unaware of it until then. Where the insured's action against the insurer is based on recourse by a third party, the limitation period only runs from the day on



which the third party brought legal proceedings against the insured or was compensated by the insured. [...]"

Article L114-2 of the French Insurance Code :

"The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim. The limitation period may also be interrupted by the sending of a registered letter with acknowledgement of receipt 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 settlement of the claim.

The ordinary causes of interruption of prescription, referred to in Articles 2240 to 2246 of the Civil Code, are a writ of summons, even in summary proceedings, a commandment or seizure, as well as recognition by one party of the right of the other party.

Article L114-3 of the French Insurance Code :

"Notwithstanding article 2254 of the Civil Code, the parties to an 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.

FALSE DECLARATIONS

Even if they have no influence on the loss:

a) Any concealment or intentional misrepresentation at the time of conclusion of the contract or during the term of the contract, when

it changes the object of the risk or reduces the Insurers' opinion of it, is sanctioned by the nullity of the contract, under the conditions of article L 113-8 or L 121.3 of the Code des Assurances.

b) An omission or inaccuracy in the declaration of circumstances does not invalidate the contract if the bad faith of the insured is not established. If this omission or inaccuracy is noted before any claim, the Insurer has the option of either maintaining the contract subject to an increase in premium accepted by the policyholder, or cancelling it. If the omission or inaccuracy is not discovered until after the claim has been made, the compensation will be reduced in proportion to the premiums paid compared to the premiums that would have been due if the risks had been accurately and completely declared (article L113-9 of the Code des Assurances). The rate taken as the basis for this reduction is that applicable either on the date when the fact should have been brought to the Insurer's attention in the case of an omission, or on the date when the fact notified to him in the case of an inaccuracy.

In the event of fraud by the Insured or the Policyholder, the Insurer shall retain the full premium.

CONTROL AUTHORITY

ASSUR TRAVEL's supervisory authority is the ACPR, 4 place de Budapest CS 92459, 75436 Paris cedex 09.

MGEN Portugal's supervisory authority is the Autoridade de Supervisão de Seguros e Fundos de Pensões.

