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# MasterCard

## Information Guide

### Insurance Policy no. 4512

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

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## LEGAL INFORMATION

Insurance policy no. 4512 subscribed with Mutuaide Assistance (SA with a capital of € 9,590,040 fully paid - Company governed by the Insurance Code, registered in the Trade and Companies Register of Créteil under the reference 383 974 086 and located at 8/14 Avenue des Frères Lumière 94368 Bry sur Marne Cedex) on behalf of the *Insured* pursuant to Article L.112-1 paragraph 2 of the Insurance Code.

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

### ENTRY INTO EFFECT AND CESSATION OF BENEFITS

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

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

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

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

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

### PROVISION OF INFORMATION

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

It is agreed with the *Insurer* that liability for adequately informing and making information available to the *Cardholder* is incumbent upon the *Issuer*.

If the terms of cover change or this *Policy* is terminated, the *Issuer* will inform the *Cardholder* by any means he deems appropriate in accordance with the terms and conditions of the *Card* agreement concluded with the *Issuer*.

### GOVERNING LAW

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

### JURISDICTION

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

### DATA PROTECTION

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

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

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

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

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

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

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

### **SUPERVISORY AUTHORITY**

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

## WHAT TO DO IN THE EVENT OF A CLAIM

In order to make use of the benefits stipulated in the *Policy*, the *Insured Party* must contact or get someone else to contact the *Insurer* as soon as he becomes aware of an event likely to entail the provision of a benefit:

- by telephone, 24/7, by calling the number on the back of the *Card*.
- by fax: 01.45.16.63.92
- by e-mail: assistance@mutuaide.fr

### TIME LIMIT FOR REPORTING CLAIMS

**REQUESTS FOR ASSISTANCE MUST BE MADE TO THE *INSURER* AS SOON AS POSSIBLE AND IN ALL EVENTS BEFORE ANY EXPENSES ARE INCURRED. THE *INSURER* WILL INTERVENE ON THE EXPRESS CONDITION THAT THE EVENT WHICH INITIATED THE COVER WAS UNCERTAIN AT THE TIME OF DEPARTURE.**

The *Insured Party* must in all events:

- provide all necessary proofs that the *Insurer* deems necessary to assess the right to assistance cover. Failing which the *Insurer* will refuse to provide cover and/or re-invoice expenses already incurred,
- allow the *Insurer's* medical staff free access to medical information about him,
- ensure that all information provided is true and accurate,
- and comply with the solutions recommended by the *Insurer*.

### EXCEPTIONAL CIRCUMSTANCES

The *Insurer* undertakes to use all available means to provide assistance. **However, the *Insurer* cannot be held responsible if such means are unavailable or non-existent in the geographical area for which the assistance request is made. The *Insurer* does not guarantee the execution of services and may not be held liable in cases of *Force Majeure*.**

### LIMITATION PERIOD

Pursuant to Article L 114-1 of the Insurance Code, any action deriving from this *Contract* is time-barred two years after the event from which it arises.

However, this period runs:

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

Where the *Insured Party's* action against the *Insurer* stems from recourse to a *Third-party*, the limitation period runs only from the day on which the *Third party* brought legal action against the *Insured Party* or was compensated by it.

This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom the limitation period was running (article 2240 of the Civil Code);
- a claim in court, even in summary proceedings, until the proceedings are discontinued. The same applies when it is brought before an incompetent jurisdiction or when the act of referral to the jurisdiction is annulled by the effect of a procedural violation (Articles 2241 and 2242 of the Civil Code). The interruption is void if the applicant withdraws his request or allows the case to lapse, or if his application is definitively rejected (Article 2243 of the Civil Code);
- a protective measure taken under the Code of Civil Enforcement Procedure or an act of forced execution (Article 2244 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- by sending of a registered letter with acknowledgment of receipt (by the *Insurer* to the *Insured Party* concerning action for payment of the premium or by the *Insured Party* to the *Insurer* concerning payment of compensation of the claim).

**BURDEN OF PROOF**

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

**COMPLAINTS / MEDIATION**

In the event of disagreement or dissatisfaction over initiation of the policy, the *Insured Party* is invited to inform the *Insurer* of the fact by calling the telephone number on the back of his *Card* or sending an email to the address provided for assistance requests. If the response is not satisfactory, the *Insured Party* may send a complaint to the following address:

MUTUAIDE

CUSTOMER QUALITY SERVICE (SERVICE QUALITE CLIENTS)

8/14 Avenue des frères Lumière

94368 BRY-SUR-MARNE Cedex

As of the date of receipt of the *Insured Party's* letter, we undertake:

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

Finally, if the disagreement persists after receiving a response, the *Insured Party* may write to the mediator without prejudice of his right to potentially bring legal action:

Insurance Mediation

TSA 50110

75441 Paris Cedex 09

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

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

In addition, where transport is organised and paid for, the *Insured Party* undertakes:

- either to let the *Insurer* use the travel ticket in his possession for his return,
- or to pay the *Insurer* any amounts he may obtain in reimbursement from the ticket issuer.

**CONCURRENT INSURANCE POLICIES**

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

## DESCRIPTION OF BENEFITS

THE BENEFITS ARE SOLELY APPLICABLE FOR THE CARDHOLDER, SUBJECT TO THE TERMS SET FORTH IN THIS NOTICE, THE CAPACITY AS INSURED PARTY FOR THE ACCOUNT BEING CONFERRED AUTOMATICALLY, WITHOUT OTHER CONDITIONS OR MEASURES ON THE PART OF THE OWNER.

The benefits described in this information guide are directly attached to the validity of the *Card*. However, reporting the loss or theft of the *Card* does not suspend the benefits.

### NOTE:

PLEASE ALERT THE *INSURER* AS SOON AS POSSIBLE, AND IN ALL EVENTS BEFORE INCURRING ANY EXPENSE.

The benefits described below are designed to be organised exclusively by the *Insurer*, which will settle the cost directly with the providers it commissions. Exceptionally, if the circumstances so require, the *Insurer* may authorise the *Insured Party* to organise some or all of a benefit. In such case, expenses incurred with the express prior consent of the *Insurer* will be reimbursed on presentation of original proofs up to the amount of the cost that the *Insurer* would have incurred for providing the benefit himself.

Lack of medical facilities, difficulties of access and long intervention times make assistance particularly difficult in certain areas and should incite travellers to caution. Elderly travellers (aged 70 or over), travellers with young children (under 12) and/or travellers with chronic ailments and/or risk factors should not travel to areas where medical care cannot be provided while awaiting the intervention of the *Insurer*.

The *Insurer* cannot under any circumstances replace local emergency services.

### PREAMBLE

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

### TERRITORIAL SCOPE OF BENEFITS

Benefits will be provided outside the *Insured Party's Place of Residence*, with no limitation as to distance, for the first 90 days of a private or business trip under the following conditions:

- if the *Country of Residence* is in France: in France and outside France.
- if the *Country of Residence* is outside France: outside the *Country of Residence*.

**Please note: some countries are excluded from the scope of all benefits and there are geographical restrictions on some benefits, mentioned in the description of the benefits concerned.**

### COMMON DEFINITIONS

#### *Accident*

Any sudden action external to the victim and unintentional on his part causing damages or bodily injury found by a competent medical authority.

#### *Insurer*

##### MUTUAIDE ASSISTANCE

A Public limited company with share capital of €9,590,040 fully paid

8/14 Avenue des Frères Lumière 94368 Bry-sur-Marne Cedex

Company governed by the Insurance Code, registered in the Trade and Companies Register of Créteil under the reference 383 974 086

#### *Insured Party*

The following may be considered as *Insured Parties*:

- the *Cardholder*,

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

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

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

#### *Card*

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

#### *Partner*

The *Partner* is:

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

Proof of *Partner* status will be provided:

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

#### *Policy*

Insurance Policy no. 4512

#### *Issuer*

The bank which issues the *Card*.

#### *Abroad*

Any country in the world:

- outside metropolitan France (including Corsica) and the Principalities of Monaco and Andorra,
- outside French Overseas Departments and Territories (Guadeloupe, Martinique, French Guiana, Reunion Island and Mayotte), French Overseas Collectivities (French Polynesia, St Pierre and Miquelon, Wallis and Futuna, St Martin and St Barthélemy), New Caledonia,
- outside the *Insured Party's Country of Residence*.

#### *Force Majeure*

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

#### *Deductible*

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

#### *Hospitalisation*

Any unforeseen and unplanned stay in a health facility.

#### *Place of Residence*

The *Insured Party's* tax domicile on the date of the assistance request.

#### *Illness*

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

#### *Family Member*

The *Cardholder's Partner*, children, grandchildren, brothers, sisters, as well as their children, father, mother, parents-in-law and grandparents.



*Insurance Scheme*

Basic social security schemes and supplementary health insurance schemes on which the *Insured Party* depends either principally or through another person.

*Country of Residence*

The country in which the *Place of Residence* is located.

*Claim*

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

*Occurrence of the Claim*

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

*Cardholder*

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

*Primary transport*

Transport between the place of the *Claim* incident and the nearest medical centre or hospital and, where relevant, the return journey to the place of stay.

**COMMON EXCLUSIONS****1. No assistance cover will be provided:****1-a. in countries:**

- involved in a civil or foreign war,
- in a generally acknowledged state of political instability for which the Ministry of Foreign Affairs has issued a travel ban or advisory at the time of the assistance request (source available on the Ministry website),
- suffering from popular movements, riots, terrorist acts, reprisals or restrictions on the free movement of persons and goods,

**1-b. in the event of a journey:**

- undertaken for the purposes of medical diagnosis and/or treatment,
- connected with military or police activities,

**1-c. for requests following an *Illness* or *Accident* or death resulting from:**

- a deliberate or malicious act by the *Insured Party* and/or a close relative (*spouse*, partner, ascendant or descendant) and the consequences thereof, as set forth at Article L. 113-1 of the French Insurance Code,
- the disintegration of atomic nuclei,
- the use of weapons or firearms,
- the practice of an air sport and any other machine-related sport,
- speleology, mountain climbing, scuba diving with an self-contained apparatus,
- participation in competitions requiring a licence,
- strikes or lock-outs,
- involvement in gambling, fighting or brawling,
- non-urgent pathological conditions,
- surgical operations, pathological conditions present prior to the date of departure and any relapses and/or complications and illnesses under treatment not consolidated before the journey (proof of the date of departure may be requested),
- incidents and complications relating to a pregnancy where the *Insured Party* was aware before the departure date of a higher-than-normal probability of their occurrence,
- pregnancy or childbirth after the first day of the 7th month,
- prematurity,
- abortion or medically-assisted procreation and their complications,
- mental, psychiatric or nervous disorders (including depression),
- use by the *Insured Party* of medication, drugs, narcotics, tranquilisers and/or similar products not under medical prescription,
- an alcoholic state determined by the presence in the blood of a pure alcohol level equal to or higher than the level set by the prevailing drink-driving laws in France at the time of the accident,
- suicide or attempted suicide.

**2. The following are never covered:**

- costs not expressly mentioned in the *Policy*,
- costs not supported by original documents,
- the costs of ophthalmic consultation or surgery unless they are a direct consequence of a covered event,
- the costs of spectacles or contact lenses and optical expenses in general,
- the costs of medical devices, orthoses and prostheses,
- the costs of any kind of health cure,
- treatment of a cosmetic nature,
- the costs of convalescence, medical rehabilitation or detoxification,
- the costs of rehabilitation, physiotherapy or chiropractic,
- the costs of vaccines and vaccination,
- the costs of health check-ups and medical treatment prescribed in France or in the *Country of Residence*,
- the costs of medical or paramedical services and the purchase of products whose therapeutic value is not recognised by French law,
- the cost of a final coffin,
- restaurant expenses,
- the cost of excess baggage in the event of repatriation by scheduled flight,
- customs charges,
- the cost of cancelling or curtailing a trip,
- search and rescue costs (mountain, sea, desert or any other inhospitable place),
- first aid and *Primary Transport* costs.

## INFORMATION BEFORE DEPARTURE

The *Insurer* may inform the *Insured Party* on the following subjects:

- Administrative formalities to complete before or during a trip (visas, tax receipts, etc.),
- Conditions of travel (transport options, flight times, etc.).
- local living conditions (temperature, climate, food, etc.)
- Countries excluded under this *Policy*.

### PROOF OF INSURANCE

Proof of Insurance may be required to obtain a visa or to travel.

**On the request of the *Insured Party*, the *Insurer* will issue the medical insurance certificate required in order to obtain a visa free of charge within eight working days following receipt of a written request from the *Insured Party* including all the necessary information to issue the certificate (card type, dates of travel, destination, the identity of travellers and the relationship of travellers to the *Cardholder*).**

The certificate can be requested directly online at <https://ca-assuranceassistancecarte.com>

### INSURER'S ADVICE BEFORE DEPARTURE

✓ The *Insured Party* should inform persons accompanying him on the trip of the rules to follow when requesting assistance as set forth above.

✓ If the *Insured Party* is insured under a mandatory health insurance scheme of a Member State of the European Economic Area (EEA) or Switzerland and wishes to claim health insurance benefits while travelling in one of the these countries, he must hold a valid (individual and personal) European health insurance card.

✓ If the *Insured Party* is travelling in a country that is not part of the European Union or the European Economic Area (EEA) or Switzerland, he should ascertain before leaving whether the country has concluded a social security agreement with France. In order to do so, he should contact his Caisse d'Assurance Maladie (Health Insurance Scheme) to find out whether he falls within the scope of the agreement and if there are formalities to be completed, such as obtaining a form.

In order to obtain such documents, the *Insured Party* should contact the appropriate authorities and, in France, the Caisse d'Assurance Maladie before leaving.

✓ When travelling, do not forget to take with you identity documents and all documents necessary for your trip, such as your passport, national ID card, residence permit, entry visa, exit visa, animal vaccination record if travelling with a pet, etc. and to check their validity date.

## ASSISTANCE IN THE EVENT OF *ILLNESS OR ACCIDENT*

If the *Insured Party* suffers an illness or accident, the *Insurer's* medical staff will:

- contact the local physician who has examined the *Insured Party*,
- collect all necessary information from the local physician and, where relevant, from the *Insured Party's* usual physician.

On the basis of this information, the *Insurer's* medical staff will decide, strictly according to the *Insured Party's* medical interest and in compliance with the prevailing health regulations, either:

- to arrange for the *Insured Party* to be transported to his *Place of Residence* or to an appropriate hospital close to his *Place of Residence*, or
- to hospitalise the *Insured Party* locally in a nearby healthcare centre before envisaging a return to a facility close to his *Place of Residence*.

The *Insurer's* medical staff may take steps to find a bed in a medically suitable facility.

The information from local physicians or the *Insured Party's* usual physician, which may be vital, helps the *Insurer's* medical staff to take the most appropriate decision.

In that respect, it is expressly agreed that the final decision to be taken in the *Insured Party's* medical interest lies as a last resort solely with the *Insurer's* medical staff.

**If the *Insured Party* refuses to abide by the decision considered by the *Insurer's* medical staff to be the most appropriate, he expressly relieves the *Insurer* of all responsibility, including if he returns by his own means or if his state of health deteriorates.**

### **1. Transport / Repatriation**

The *Insurer* will organise and assume the cost of transporting the *Insured Party* if his medical condition leads his physicians, under the conditions set forth above, to take such a decision.

The *Insured Party* will be transported by all appropriate means (taxi, light medical vehicle, train in first class, scheduled flight in economy class, air ambulance, etc.), if necessary under medical supervision.

The only factors taken into consideration when choosing the means of transport are the *Insured Party's* medical interest and compliance with the prevailing health regulations.

**This benefit is never provided for benign disorders or lesions that can be treated locally and do not prevent the *Insured Party* from continuing his trip or stay.**

### **2. Repatriation of co-travellers**

Where an *Insured Party* is transported under the conditions set forth in the preceding paragraph **Transport/Repatriation**, the *Insurer* will organise and assume the cost of transporting other *Insured Parties* travelling with him to the *Insured Party's* place of *Hospitalisation* or *Place of Residence* by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class, air ambulance, etc.).

### **3. Accompaniment of children under 15**

Where an *Insured Party* falls ill or is injured while travelling and finds it impossible to look after his accompanying children under the age of 15, the *Insurer*, after consulting the local physicians and/or its own medical staff, will organise and assume the cost of a return journey (from the *Place of Residence*) by train in first class or on a scheduled flight in economy class for a person chosen by the *Insured Party* or the *Insured Party's* family to accompany the children during their return to their *Place of Residence*.

The *Insurer* may also commission a hostess to accompany the children back to their *Place of Residence*.

**Accommodation, meals and refreshments for the person chosen by the *Insured Party* or the *Insured Party's* family to bring back the children are at the *Insured Party's* expense. The *Insured Party* is also responsible for the children's tickets.**

#### **4. Care of children under 15**

Where an *Insured Party* is transported under the **Transport / Repatriation** cover and nobody is able to take care of his children under 15, the *Insurer* will cover the cost **up to €200 per day and for 5 days at most** of the presence of a qualified person at the *Insured Party's* home. Reimbursement will be made solely on presentation of an original detailed invoice.

#### **5. Hospitalisation Stay**

If an *Insured Party* is hospitalised at the place of the event and the *Insurer's* medical staff do not recommend Transport or Repatriation **before 10 days**, the *Insurer* will organise and assume the cost of:

- a return trip by train or air for a person chosen by the *Insured Party* or by a *Family Member* so that he can attend the *Insured Party* in hospital,
- the hotel costs (room and breakfast only) of the person chosen to attend or already attending the *Insured Party* in hospital, **up to €65 per night and for 10 nights at most**.

Where the *Insured Party* is still not able to be transported **after 10 days of hospitalisation** under the Transfer/Repatriation benefit, the *Insurer* will organise and assume:

- the additional hotel costs (room and breakfast only) of the person chosen to attend or already attending the *Insured Party* in hospital, **up to €65 per night and up to a maximum of €305**.

**Where the person is already attending the *Insured Party*, accommodation costs may not be combined with the Repatriation of Co-travellers cover.**

There is no limit on the length of stay in hospital in the following cases:

- the *Insured Party* is a child under 15,
- the *Insured Party* is in a condition deemed by the *Insurer's* medical staff to be critical.

#### **6. Extended accommodation costs**

If an *Insured Party* is obliged to extend his stay for recognised medical reasons, without *Hospitalisation* and with the approval of the *Insurer's* physician, the *Insurer* will cover his hotel costs (room and breakfast only) **up to €65 per night and for 10 nights at most**.

#### **7. Transport of pets**

If an *Insured Party*, under the conditions of the **Transfer/Repatriation** benefit, is unable to take care of a pet (**dog or cat only**) accompanying him and if no person accompanying him is able to take care of the animal, the *Insurer* will organise transport of the animal to the home of a friend or relative of the *Insured Party* or to a specialised facility in the *Insured Party's Country of Residence*.

**The *Insured Party* will meet the cost of transport, including kennel costs.**

#### **8. Medical expenses**

**This benefit applies only to *Insured Parties* affiliated to an *Insurance Scheme*.**

Where medical costs have been incurred with its prior consent, the *Insurer* will reimburse the *Insured Party* for the portion of such costs not assumed by *Insurance Schemes*.

The *Insurer* intervenes only after the above-mentioned *Insurance Schemes* have made their reimbursements, applying an **across-the-board Deductible of €50 per case**, subject to provision of the original proofs of reimbursement issued by the *Insured Party's Insurance Scheme*.

Such reimbursement covers the costs defined below, provided they relate to treatment received by an *Insured Party* outside France and his *Country of Residence* following an *Illness* or *Accident* occurring outside his *Country of Residence*.

In such case, the *Insurer* will reimburse the amount of costs incurred **up to a maximum of €11,000 incl. tax per *Insured Party* per event per year**.

If the *Insurance Scheme* to which the *Insured Party* is affiliated does not assume the medical costs, the *Insurer* will reimburse the costs incurred up to the amount stated above, subject to provision by the *Insured Party* of the original invoices for medical costs and a certificate of non-coverage issued by the *Insurance Scheme*.

The benefit shall cease on the day when the *Insurer* is able to repatriate the *Insured Party*.

Type of costs giving entitlement to reimbursement (subject to prior consent):

- medical fees,
- cost of drugs prescribed by a physician or surgeon,
- cost of an ambulance prescribed by a physician for transport to the nearest hospital, only if the *Insurance Schemes* refuse to assume it,
- *Hospitalisation* costs, provided that the *Insured Party* is deemed non-transportable by a decision of the *Insurer's* medical staff taken after receiving information from the local physician (*Hospitalisation* costs incurred as of the day on which the *Insurer* is able to repatriate the *Insured Party* are not covered),
- cost of emergency dental treatment (**up to a maximum of €500 incl. tax per event, with no Deductible**).

## 9. Advance of Hospitalisation costs

**Up to the abovementioned amounts of cover**, the *Insurer* may advance *Hospitalisation* costs incurred by the *Insured Party* outside France and his *Country of Residence* if all the following conditions are met:

- after obtaining information from the local physician, the *Insurer's* medical staff must deem it impossible for the *Insured Party* to be immediately repatriated to his *Country of Residence*,
- the treatment to which the advance applies must be prescribed with the agreement of the *Insurer's* medical staff.
- the *Insured Party* or any person authorised by him must formally undertake, by signing a specific document provided by the *Insurer* when the benefit is provided:
  - to take steps to have *Insurance Schemes* assume the costs within 15 days of the date on which the *Insurer* sends the necessary information for such steps,
  - to repay the *Insurer* amounts received in that respect from *Insurance Schemes* within a week following receipt thereof.

**Up to the amount of cover for the Medical Expenses Abroad benefit**, the *Insurer* will assume only the costs not assumed by *Insurance Schemes*. The *Insured Party* must provide the *Insurer* with the certificate of non-coverage issued by the *Insurance Schemes* within a week following receipt thereof.

**Insured Parties who fail to take steps to get *Insurance Schemes* to assume the costs within the specified time or fail to provide the *Insurer* with the certificate of non-coverage issued by the *Insurance Schemes* within the specified time may not under any circumstances claim the Medical Expenses Abroad benefit and must repay all *Hospitalisation* costs advanced by the *Insurer*, which will where appropriate take all relevant steps to recover such costs at the *Insured Party's* expense.**

## 10. Piste rescue

Where an *Insured Party* is the victim of an *Accident* on an open ski piste, Mutuaide Assistance assumes the costs of evacuation incurred by the organisations involved between the place of the *Accident* and the nearest medical centre or hospital and of the return to the place of stay.

**The maximum amount of the benefit, which is additional to any other benefits to which the *Insured Party* may be entitled, is €5,000 per event, with a maximum of €10,000 per year for the same *Card*.**

## 11. Replacement driver

If an *Insured Party* falls ill or is injured during a trip to one of the countries listed below and is no longer able to drive his vehicle, and if no passenger is able to replace him, the *Insurer* will provide the *Insured Party* with a driver to return the vehicle to his *Place of Residence* by the most direct route.

The *Insurer* will assume the cost of the driver's travel and wages. **The *Insured Party* remains liable for fuel and toll costs and the hotel and restaurant costs of any passengers.**

The driver is required to comply with labour law. In particular, in accordance with the prevailing French regulations, he must stop for 45 minutes after four-and-a-half hours at the wheel and must not drive for more than nine hours in any one day.

If the *Insured Party's* vehicle is more than 8 years old and/or has more than 150,000 km on the odometer, or if its condition and/or load does not comply with the standards defined by the French highway code, the *Insured Party* must inform the *Insurer* of the fact, in which case the *Insurer* reserves the right not to send a driver.

In such case, and instead of providing a driver, the *Insurer* will provide and assume the cost of a first class train ticket or economy class air ticket to go and collect the vehicle.

**This benefit applies only in the following countries: France (including Monaco and Andorra but excluding overseas territorial collectivities and New Caledonia), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, the Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland and Iceland.**

## **12. Transmission of urgent messages**

In the event of a *Claim*, the *Insurer* can arrange for the transmission of urgent messages to the *Insured Party's* employer or a *Family Member* if the *Insured Party* is not in a position to transmit them himself.

## **13. Reimbursement of telephone costs**

Only in the event where one of the benefits described above is provided, the *Insurer* will reimburse, **up to €100 per Claim**, telephone calls payable by the *Insured Party* corresponding exclusively to calls to or from the *Insurer*.

Such reimbursement will be made exclusively upon presentation of the telephone operator's original detailed invoice.



## ASSISTANCE IN THE EVENT OF DEATH

### 1. Repatriation of the body

If an *Insured Party* dies while travelling, the *Insurer* will organise and assume the cost of repatriating the body.

If the funeral takes place in the *Insured Party's Country of Residence*, the *Insurer* will assume:

- the cost of transporting the body to the place of the funeral close to the *Place of Residence*,
- costs in connection with preserving the body imposed by the prevailing legislation,
- direct costs incurred in transporting the body (handling, specific transport arrangements, packaging).

All other costs are borne by the *Insured Party's* family.

If the funeral takes place outside the *Insured Party's Country of Residence*, the *Insurer* will organise repatriation of the body to the international airport nearest the place of the funeral and will assume expenses up to the amount that would have been incurred in order to repatriate the body to the *Insured Party's Place of Residence*.

### 2. Repatriation of co-travellers

Where an *Insured Party's* body is transported under the conditions set forth above, the *Insurer* will organise and assume the cost of transporting other *Insured Parties* travelling with him by all appropriate means (taxi, light medical vehicle, ambulance, train in first class, scheduled flight in economy class) to the place of the funeral close to the *Place of Residence* in the *Country of Residence* or, if the funeral is to take place outside the *Country of Residence*, to the international airport nearest the place of the funeral. **In the event of the latter, expenses will be assumed up to the amount that would have been incurred in order to transport the co-traveller to the *Insured Party's Place of Residence*.**

## EARLY RETURN

If an *Insured Party* learns of the unscheduled *Hospitalisation* or death of a *Family Member* while travelling, the *Insurer* will organise and assume the cost of travel enabling him to attend the *Family Member* in hospital.

**This benefit is limited per card to:**

- either a return trip for one *Insured Party* , with a return within one month at most after the date of death or *Hospitalisation*,
- a one-way trip for two *Insured Parties* travelling together.

Outside the *Insured Party's Country of Residence*, the organisation and cover apply up to the amount of transport costs that would have been incurred in connection with the *Insured Party's* return to his *Place of Residence* under the conditions set forth above.

### IMPORTANT:

The Early Return benefit in the event of *Hospitalisation* of a *Family Member* applies only under the following conditions:

- the *Hospitalisation* lasts longer than 24 hours, out-patient care, care at home and day care not included,
- the *Insured Party's* return as planned at the start of his trip does not occur within the 24 hours following the assistance request.

The Early Return benefit applies only on condition that the *Insured Party* provides a *Hospitalisation* certificate or death certificate and/or documentary proof of the relationship with the *Family Member* concerned.

## LEGAL PROCEEDINGS ABROAD

If legal proceedings are brought against the *Insured Party* following an unintentional breach of local law outside his *Country of Residence* and in his capacity as a private citizen:

- On presentation of a security deposit or acknowledgement of debt, the *Insurer* will advance the amount of any bail required by the local judicial authorities **up to the amount of €7,770 incl. VAT**.  
If in the meantime the country's authorities repay the bail or security to the *Insured Party*, he must immediately return it to the *Insurer*. **The *Insurer* will not intervene for bail required following a road accident caused directly or indirectly by a breach of the local highway code, driving under the influence of alcohol or deliberate fault,**
- the *Insurer* will contribute **up to €800 incl. tax** of legal fees and advance **up to €3100 incl. tax** on presentation of a security deposit or acknowledgement of debt.

Reimbursement:

The *Insured Party* undertakes to reimburse the amounts advanced within two months of the date on which the invoice is sent. After the two-month deadline has elapsed, the *Insurer* reserves the right to initiate all relevant collection procedures.

## DISPATCH OF ITEMS *ABROAD*

The dispatch of objects organised by the *Insurer* is subject to applicable French and foreign customs law and to the terms and conditions of the carriers used by the *Insurer*.

**The *Insurer* accepts no liability for:**

- ✓ **the nature and content of dispatched items, the *Insured Party* remaining solely liable in that regard,**
- ✓ **loss or theft of items, regulatory restrictions and circumstances beyond its control (strikes, acts of war, manufacturing delays and any other case of *Force Majeure*) that could delay dispatch of the items or make it impossible and all consequences arising therefrom.**

### **1. Dispatch of medication**

Where certain essential medication prescribed by a physician is not available in the country where the *Insured Party* is staying, the *Insurer* will seek any locally available equivalent. Failing that, and after obtaining a copy of the prescription from the physician treating the *Insured Party*, the *Insurer* will seek the medication, in France only, and arrange for shipment. The *Insurer* will cover shipping costs and re-invoice the *Insured Party* the purchase cost of the medication and customs charges, which the *Insured Party* undertakes to reimburse to the *Insurer* on receipt of the invoice.

Such shipments are subject to the regulations and conditions imposed by France and the domestic legislation of each country relating to the import and export of medication.

**In all events, the following are excluded: shipments of blood products and derivatives, products for hospital use only, products requiring particular conditions of conservation, especially refrigeration, and in general all products not available from dispensing pharmacies in France.**

### **2. Dispatch of eyeglasses, lenses or hearing aids**

If the *Insured Party* is unable to procure the spectacles, corrective lenses or hearing aids he normally wears, as a result of breakage or loss, the *Insurer* will send them to him by the most appropriate means.

The *Insured Party* must make the request by fax or registered letter and state very precisely all the characteristics of the spectacles (type of lenses, frame), lenses or hearing aids.

The *Insurer* will contact the *Insured Party's* regular ophthalmologist or hearing-aid technician in order to obtain a prescription. The *Insured Party* will be informed of the price of the new spectacles, lenses or hearing aids and must give his consent in writing, undertaking to settle the amount of the invoice before the spectacles, lenses or hearing aids are sent. Failing that, the *Insurer* cannot be required to provide the benefit.

**The *Insurer* will cover the shipping costs. The *Insured Party* will assume the cost of making the spectacles, lenses or hearing aids and all customs charges.**

## ASSISTANCE IN CONTINUING THE JOURNEY

### 1. Advance of local costs

If the *Insured Party's* travel tickets and/or *Card* are lost or stolen, the *Insurer* may, after the *Insured Party* has cancelled his *Card*, advance funds to enable him to pay for local costs incurred or to be incurred that he is no longer able to meet himself (hotel, vehicle hire, train, plane, etc.). The *Insurer* will provide the *Insured Party* with advance funds **up to a maximum of €1000**.

**The *Insured Party* undertakes to reimburse the amounts advanced within two months of the date on which the invoice is sent. After the two-month deadline has elapsed, the *Insurer* reserves the right to initiate all relevant collection procedures.**

<b>SUMMARY TABLE</b>
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<b>In the event of Illness or Accident.</b>	
Transport / Repatriation	Real costs
Repatriation of co-travellers	Real costs
Accompaniment of children	Real costs
Care of children	Up to €200 per day for up to 5 days
<i>Hospitalisation Stay</i>	Return transport: real costs Accommodation: - Up to €65 per night for up to 10 days. - After that: up to €65 per night and up to a maximum of €305
Extended accommodation costs	Up to €65 per night for up to 10 days.
Transport of pets	
Advance of <i>Hospitalisation</i> costs	Up to €11,000
Additional reimbursement of medical expenses	Up to €11,000
Piste rescue	Up to €10,000
Replacement driver	Real costs
Transmission of urgent messages	
Reimbursement of telephone costs	Up to €100
<b>Death</b>	
Repatriation of the body	Real costs
Repatriation of co-travellers	Real costs
<b>Death / Hospitalisation of a family member</b>	
Early return	Real costs
<b>Legal proceedings abroad</b>	
Advance of bail	Up to €7,770
Contribution to lawyer's fees	Up to €800
Advance of lawyer's fees	Up to €3100
<b>Dispatch of items abroad</b>	
Dispatch of medication	
Dispatch of eyeglasses, lenses or hearing aids	
<b>Assistance with the continuation of travel</b>	
Advance of local costs	Up to €1000

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