

Tokio Marine HCC Open Group

Assistance No.: FR010599TT

General terms and conditions

Travel Assistance benefits

assur-travel

TOKIO MARINE HCC

GENERAL CONDITIONS FOR ASSISTANCE/REPATRIATION CONTRACT TOKIO MARINE HCC N° FR010599TT	
REPATRIATION ASSISTANCE - MEDICAL EXPENSES ()	
PERSONAL ASSISTANCE IN THE EVENT ILLNESS OR INJURY	
• Pre-departure teleconsultation	1 call
• Repatriation or medical transport (including in the event of an epidemic or pandemic)	Actual costs
• Return of insured family members or 2 insured accompanying persons	Return ticket+ taxi fares
• Hospital attendance	Return ticket and hotel costs €80/night, max 10 nights
• Accompanying children	Return ticket or hostess Ticket
• Replacement driver	or driver
• Extended stay	Hotel costs €80/night, max 4 nights
• Early return in case of hospitalisation of a family member	Return ticket + taxi fares
• Impossible to return in the event of an epidemic	1,000€ Max per person and 50,000€ Max per group
• Hotel expenses following an impossible return	Hotel costs 80€ per night / Max 14 nights Hotel costs 80€ per night / Max 14 nights 6 interviews per event
• Hotel costs following quarantine	
• Psychological support following quarantine	
MEDICAL COSTS	
• Supplementary reimbursement of medical expenses (including in the case of epidemic or pandemic) Zone 1 (Europe and Mediterranean countries) Zone 2 (Rest of the world) Excess for medical expenses	75 000 € per person 150 000 € per person 30 €/person
• Advance payment for hospitalisation abroad Zone 1 (Europe and Mediterranean countries) Zone 2 (Rest of the world)	75 000 € per person 150 000 € per person
• Emergency dental expenses	300 € per person
ASSISTANCE IN THE EVENT OF DEATH	
• Body transport	Actual costs
• Cost of coffin or urn	1 500 €
• Body recognition	Return ticket and hotel costs €80/night, max 2 nights
• Return of family members or an insured companion	Return ticket+ taxi fares
• Early return in the event of the death a family member	Return ticket+ taxi fares
TRAVEL ASSISTANCE	
Before the trip	
• Travel Information	
During the journey	

• **Advance payment of bail abroad** • **Payment of legal fees abroad** • **Early return home in the event of a claim** • **Search and rescue costs at sea and in the mountains** • **Rescue on marked runs** • **Message transmission** • **Sending medicines** • **Assistance in the event of theft, loss or destruction of identity or means of payment** ***<u>In the event an epidemic or pandemic</u>*** • **Domestic help** • **Household shopping delivery** • **Psychological support following repatriation** • **Payment of a local telephone package** • **Emergency suitcase**	**10000 €** **5000 €** **Return ticket+ Taxi fares 30 000 €** **Actual costs** **Dispatch costs** **Dispatch costs** **Cash advance 2 000 €** **15 hours spread over 4 weeks 15 days maximum and 1 delivery per week** **6 interviews per event Up to €80** **100€ Max per person and 350€ Max per family**

DEFINITIONS

- **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.

- **Insured**

The natural person(s) named in the Declarations and to whom the cover applies.
Accompanying persons must also be named (surname and first name) in order to benefit from cover.

- **Assistant :**

TOKIO MARINE HCC ASSISTANCE, Who bears the risk.
Assistance services are managed by MUTUAIDE ASSISTANCE (a company governed by the French Insurance Code), 126, rue de la Piazza - CS 20010 - 93196 Noisy-le-Grand Cedex, France**.**

- **Beneficiary**

The natural person(s) named in the Declarations and to whom the cover applies.

- **Geographical coverage**

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

- **Home**

The tax domicile of the insured persons.

- **Bodily injury**

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

- **Epidemic**

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

- **Franchise**

Portion of indemnity remaining payable by the beneficiary.

- **Disease**

Impairment of health certified by a medical authority, requiring medical treatment and the absolute cessation of all professional or other activities.
Chronic illness: an illness that progresses slowly and lasts for a long time.
Serious illness: life-threatening illness.

- **Family members**

A family member includes a spouse or partner living in the same household, a child, a brother or sister, father, mother, parents-in-law, grandparents, grandchildren, brothers-in-law and sisters-in-law.

- **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 suspected or confirmed illness, decided by a competent local authority, with view to avoiding the risk of the said illness spreading in the context of an epidemic or pandemic.

- **Scope application**

Privacy policy

- **Validity over time**

The assistance product is valid for a maximum of 90 days.

1. ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY AND MEDICAL EXPENSES

TOKIO MARINE HCC ASSISTANCE cannot under any circumstances take the place of local emergency services.

In all cases, the decision to provide assistance rests exclusively TOKIO MARINE HCC ASSISTANCE's doctor, after contact with the attending doctor on site and possibly the Insured's family.

TELECONSULTATION BEFORE DEPARTURE in the event of an epidemic or pandemic
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 differences, Pets when travelling.

Our doctors are also available to provide any information you may need if you are travelling during an epidemic or pandemic.

Information is given by telephone and not confirmed in writing or sent by post.

Information 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 call, we welcome and record your requests as well as your contact details so that we can call you back to provide you with the answers you need.

IN THE EVENT OF ILLNESS OR ACCIDENT

Repatriation or medical transport

If the condition of THE INSURED requires specific medical care or examinations that cannot be carried out locally, TOKIO MARINE HCC ASSISTANCE will organise and pay for :

- transport to a regional hospital or to a country that can provide the treatment; or
- repatriation to the Insured's Home if there is no suitable medical centre nearby.

Depending on the seriousness of the case, the patient 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 essentialtransport is provided to the INSURED's home.

If hospitalisation is not possible in a hospital close to the insured's home, TOKIO MARINE HCC ASSISTANCE will organise and for transport from the hospital to the insured's home, if the insured's state of health so permits.

Return of insured family members or 2 accompanying persons

We have organised your medical repatriation. If they are unable return by the means initially planned, we organise and pay for transport home for members of your family or two insured persons accompanying you when the event occurs.

We will pay for the transport of these people by appropriate means and subject to local availability, on the basis of a 1st class train ticket or tourist class plane ticket and, if necessary, taxi fares on departure and arrival.

Hospital attendance

TOKIO MARINE HCC ASSISTANCE organises and pays up to 80 Euros per day, up to a maximum of 10 nights, for the hotel stay of a person who remains at the bedside of the hospitalised INSURED, whose condition does not justify or prevents immediate repatriation.

TOKIO MARINE HCC ASSISTANCE will also pay for the return of this person to Metropolitan France (or to their country of Residence) if they are unable to use the means initially provided.

If the hospitalisation is expected to last more than seven days, and if no-one remains at the bedside of the INSURED, TOKIO MARINE HCC ASSISTANCE will cover the cost of return transport from mainland France (by 1st class train or economy class plane) for a person designated by the INSURED. TOKIO MARINE HCC ASSISTANCE also organises hotel accommodation for this person up to a maximum of 80 Euros per day a maximum of 10 nights.

Accompanying children

You are ill or injured and unable to look after your children under 18 travelling with you.
To accompany them on their return home, we organise and pay for the outward and return journey for a person of your choice, from the country of your residence, using appropriate means of transport and subject to local availability, on the basis a 1st class train ticket or a tourist class plane ticket.
These children are accompanied either by a member of the family or a close relative duly designated and authorised by the beneficiary's family or one of their beneficiaries, or, failing this, by a hostess provided by MUTUAIDE ASSISTANCE.

You are your children's travel tickets.

Replacement driver

This guarantee is only valid in France and Western Europe.

You have been repatriated by us or your state of health does not allow you to drive your vehicle, and passenger is able to bring it back. We will organise and pay for :

• Or, the provision of a replacement driver to return the vehicle and passengers to your home, by the most direct route, provided that condition of your vehicle complies with roadworthiness standards.
• Or, the transport of a person designated by you and residing in Metropolitan France or the Principality of , to collect the vehicle and passengers, on the basis of the price a 1st class train ticket or tourist class plane ticket.

You are responsible for the cost of returning the vehicle (tolls, fuel, parking, etc.) and any hotel and catering costs.

The driver operates in accordance with the regulations in force for his profession. This guarantee is granted if your vehicle is in perfect working order, complies with the national and international Highway Code and meets the mandatory technical inspection standards. If this is not the case, we reserve the right not to send a driver and, in this case, we will pay for a 1st class train or tourist class plane ticket to enable you to collect your vehicle once it has recovered.

In all cases, the cost of fuel, tolls and parking for the return of the vehicle will be reimbursed. The cost of the vehicle remains at your expense.

Extended stay

You are hospitalised during a covered trip and our doctors judge that this hospitalisation is necessary beyond your initial return date. We will cover the cost of accommodation (room and breakfast) for a beneficiary accompanying you to stay at your bedside, up to a maximum of **80€ including tax** per day, for a maximum of 4 days. Only medical will be taken into account when granting this cover.

Any catering or other expenses will in all cases be borne by the person concerned.
This cover cannot be combined with the "Presence in hospital" cover.

Early return

If the INSURED has to interrupt his/her trip in the event of an unforeseeable and serious accident or illness affecting a member of the family (spouse or partner, direct ascendant or descendant), TOKIO MARINE HCC ASSISTANCE will organise and pay for, after agreement by the TOKIO MARINE HCC ASSISTANCE doctor, return transport (by 1st class train or economy class plane) and taxi fares for the INSURED to enable him/her to come to the bedside of the family member, in Metropolitan France or in the country of residence of the Insured.

Impossible to return in the event of an epidemic or pandemic:

Your flight has been cancelled due to 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 (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.

Hotel costs following quarantine :

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.

Psychological support following quarantine:

In the event of significant trauma following an event linked to an epidemic or pandemic, we can, at your request, put you in touch by telephone with a psychologist, up to the limit indicated in the Table of Benefits. These interviews are completely confidential.
This listening service is not to be confused with the psychotherapeutic work carried out in private practice. Under no circumstances, given the caller's physical absence, can this service replace psychotherapy.

Reimbursement of medical, surgical, pharmaceutical and hospitalisation expenses incurred abroad (including in the event of an epidemic or pandemic)
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 company 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**, to the sum indicated in the Table of Benefits, for the duration of the contract.

An excess of 30€ applies in all cases.
Benefit limits are specified in the Table of Benefits.

The INSURED, or his/her beneficiaries, undertakes 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 received
- 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.
- Costs hospitalisation by medical decision.
- Emergency dental treatment up to a limit of €300/person (no excess applies to this item)
- PCR test costs, when you carry out a transit, if this is positive.

Coverage of medical expenses ceases on the day that TOKIO MARINE HCC ASSISTANCE and/or MUTUAIDE ASSISTANCE is able to repatriate the Insured to Metropolitan France or to the country where he/she is domiciled.

Advance payment of hospitalisation costs abroad (including in the event of an epidemic or pandemic) If the Insured is hospitalised, an advance payment of hospitalisation may be made up to the guaranteed amount indicated in the Table of , subject to the following conditions:

- the treatment has been prescribed in agreement with the doctors of TOKIO MARINE HCC ASSISTANCE and/or MUTUAIDE, and
- the INSURED is deemed untransportable, by decision of these same doctors.

advance is granted from the day on which repatriation is possible.
In all cases, the INSURED undertakes to reimburse this advance no later than thirty days after receipt of the invoice.

2. ASSISTANCE IN THE EVENT OF DEATH

Body transport
TOKIO MARINE HCC ASSISTANCE organises and pays for the transport of the body of the INSURED from the place of coffining to the place of burial in Metropolitan France or at the Insured's Home.

TOKIO MARINE HCC ASSISTANCE will cover the ancillary costs required to transport the body, including the cost of a coffin or the cost of the urn. This cover is for maximum of €1,500 inclusive of tax.

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

When there is a temporary burial, TOKIO MARINE HCC ASSISTANCE 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
TOKIO MARINE HCC ASSISTANCE organises and pays for the return journey (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, TOKIO MARINE HCC ASSISTANCE organises and pays for the outward and return transport (by 1st class train or economy class plane) of a member of the family 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.
TOKIO MARINE HCC ASSISTANCE will cover hotel expenses up to a maximum of 80€ per night, including tax, with a maximum of 2 nights.

Early return in the event of the death a family member
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), TOKIO MARINE HCC ASSISTANCE organises and pays for the transport (by 1st class train or economy class plane and taxi fares) of the INSURED from the place of stay to the place of burial in metropolitan France or in another country if the Insured has elected to live there.

3. TRAVEL ASSISTANCE

Before the trip

ADVICE ON EVERYDAY LIFE

From Monday to Friday, between 9.00 am and 9.00 pm (except public holidays), on a simple telephone call, TOKIO MARINE HCC ASSISTANCE will provide the INSURED with the information required in the following areas:

- Airports
- Airlines
- Trains of the world
- Economic data for the country visited
- Administrative information
- Embassies
- Visas
- Police/customs formalities
- Time difference
- Telephone
- International press
- Currency
- Currency exchange
- Restaurants
- Car rental
- International permits
- Climate and weather
- Health and hygiene
- Vaccination.

During the journey

ADVANCE OF BAIL AND PAYMENT OF LEGAL FEES

This cover only applies outside the INSURED's country of residence.
If, in the event of an involuntary offence against the legislation of the country in which he , the INSURED is required to pay criminal bail, TOKIO MARINE HCC ASSISTANCE will advance to 10,000 Euros.
TOKIO MARINE HCC ASSISTANCE pays the legal fees of any legal representatives that the INSURED may call upon, up to a maximum of 5,000 Euros.

The INSURED undertakes to reimburse the advance made in respect of the penal bond thirty days of its return by the authorities.

This benefit 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.

EARLY RETURN

If the INSURED has to interrupt his trip in the event of major material damage to his home, more than 50% of which has been destroyed and which makes his presence at the scene imperative, TOKIO MARINE HCC ASSISTANCE will organise and pay for transport (by 1st class train or economy class plane + taxi fares) for the INSURED to enable him to return home.

RESCUE AND SEARCH COSTS

We will pay, up to a maximum of **€30,000 including tax** per event, whatever the number of beneficiaries concerned**,** the costs of search and rescue at sea and in the mountains necessitated by the intervention, on private or public property, of teams belonging to duly approved companies and equipped with all resources, in order to locate you and evacuate you to the nearest suitable reception centre.

RESCUE ON MARKED RUNS

You are the victim of a skiing accident on open, marked pistes. We will pay, regardless of the number of beneficiaries involved**,** the cost of sledging from the scene of the accident to the bottom of the piste or to the nearest emergency centre to the scene of the accident, up to an unlimited amount. If the emergency services are unable to reach the scene of the accident, the cost of a helicopter or any other means will also be covered.
However, in order for this cover to apply, we must be notified of the event before the end of the holiday, at the resort itself.

MESSAGE TRANSMISSION

TOKIO MARINE HCC ASSISTANCE transmits messages of a private nature intended for the INSURED when he cannot be reached directly, for example, in the event of hospitalisation, or left by him for the attention of a member of his family.

SENDING MEDICINES

TOKIO MARINE HCC ASSISTANCE will take all necessary steps to ensure 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 remains the responsibility of the INSURED.

ASSISTANCE IN THE EVENT OF THEFT, LOSS OR DESTRUCTION OF PAPERS OR MEANS OF PAYMENT

When travelling, TOKIO MARINE HCC ASSISTANCE will advise you on what to do if your papers are lost or stolen (filing a complaint, renewing your papers, etc.).

In the event of theft or loss of means of payment (credit card, cheque book), TOKIO MARINE HCC ASSISTANCE will grant an advance of funds up to a maximum of 2,300 Euros to cover essential expenses, subject to payment of the corresponding sum by a third party and the prior agreement the financial organisation that issued the means of payment.

Domestic help (only in the event of an epidemic or pandemic)

Following your repatriation by us as a result of an illness linked to an epidemic or pandemic, if you are unable to carry out the usual household tasks yourself, we will seek out, appoint and pay for a household helper, up to the limit indicated in the Table of Benefits.

Household shopping delivery (only in the event epidemics or pandemics)

Following your repatriation by us following an illness linked to an epidemic or pandemic, if you are unable to travel outside your home, we will organise and pay, subject to local availability, the cost of delivery of your groceries up to the limit set out in the Table of Benefits.

Psychological support following repatriation (only in the event of an epidemic or pandemic)

In the event of major trauma following an event such as an epidemic or pandemic, we can put you in touch with a psychologist by telephone on your return , at your request, up to the limit indicated in the Table of Benefits. These interviews are completely confidential.
This listening service is not to be confused with the psychotherapeutic work carried out in private practice. Under no circumstances, given caller's physical absence, can this service replace psychotherapy.

Payment of a local telephone package (only in the event of an epidemic or pandemic) During a covered trip outside your country of residence, you are quarantined. We will cover the cost of activating a local telephone package, up to the limit indicated in the Table of Benefits.

Emergency suitcase (only in the event of an epidemic or pandemic)
If you no longer have enough usable personal belongings at your disposal due to quarantine or hospitalisation as a result of an epidemic or pandemic, we will pay for your basic necessities up to the amount indicated in the Table of Benefits, on presentation of supporting documents.

LIMITS OF INTERVENTION BY TOKIO MARINE HCC ASSISTANCE and/or MUTUAIDE ASSISTANCE

Excludes :

- Any personalised legal consultation or examination of a specific case,
- Assistance with drafting deeds,
- Any dispute handling,
- Any assumption of costs or payment for services,
- Any advance of funds other than those defined
- Any medical advice or diagnosis.

Concerning the specific field of financial information, TOKIO MARINE HCC ASSISTANCE cannot carry any comparative study on the quality contracts, services or rates offered by financial establishments, and excludes any presentation or presentation a particular product.
Under no circumstances will TOKIO MARINE HCC ASSISTANCE express, in response to a question the law and its practice, a personal opinion or advice based legal rules of such a nature as to enable the person receiving the information to take a decision.

Responses will not be confirmed in writing nor documents be sent.

4. EXCLUSIONS

Excludes :

- **Convalescence and illness (illness, accident) undergoing treatment but not yet consolidated.**
- **Pre-existing illnesses that have been diagnosed and/or treated and that have resulted in hospitalisation in the six months prior to the request for assistance.**
- **Travel undertaken for diagnostic and/or treatment purposes.**
- **Pregnancy, except in the case of unforeseeable complications, and in all cases from the thirty-sixth week of pregnancy.**
- **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.**
- **Events occurring during the practice of dangerous sports (raids, 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 consequences 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, piracy, when the INSURED takes an active part.**
- **The consequences climatic impediments such as storms and hurricanes The insurer does not cover :**
- **The consequences of intentional fault on the part of natural persons who are insured.**
- **Damage or financial loss caused by attacks, civil war or foreign war, whether declared or not (article L.121-8 of the French Insurance Code). 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 , tidal waves, volcanic eruptions or other cataclysms.**

However, as far as property damage 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 atom's 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.**
- **Causes, damage or financial losses of which the insured is aware at the time of taking out the policy as likely to result in the application.**

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.**
- **Expenses incurred for the treatment 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 overseas departments or in the country residence of the INSURED, whether or not they are result of an accident or illness that occurred in France or in any other country.**
- **The cost of spa treatments, heliomarine treatments, stays in rest homes and rehabilitation costs.**

TOKIO MARINE HCC and/or MUTUAIDE ASSISTANCE cannot be held liable for any failure or delay in performance of its obligations resulting from force majeure or events such as civil or foreign war, riots or civil commotion, lock-outs, strikes, attacks, acts of terrorism, 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.

5. GENERAL PROVISIONS FOR ASSISTANCE

FINANCIAL COMMITMENTS OF TOKIO MARINE ASSISTANCE

The organisation by the INSURED or those around him one of the assistance
The above conditions can only be reimbursed if TOKIO MARINE HCC ASSISTANCE has been notified in advance.

Expenses incurred will be reimbursed on presentation of receipts, up to the limit of those that TOKIO MARINE HCC ASSISTANCE would have incurred to organise the service. When TOKIO MARINE HCC ASSISTANCE has to organise the premature return of the INSURED to Metropolitan France (or to his country of Residence) he may be asked to use his travel ticket.

When TOKIO MARINE HCC ASSISTANCE has ensured the return of the INSURED at its own expense, the INSURED is requested to take the necessary steps to reimburse the unused transport tickets and to pay the amount received to TOKIO MARINE HCC ASSISTANCE within a maximum period of three months following the date of return.

TOKIO MARINE HCC ASSISTANCE will only cover costs additional to those that the INSURED would normally have had to incur return home.

When TOKIO MARINE HCC ASSISTANCE has accepted the change of a contractually agreed destination, its financial contribution may not exceed the amount that would have incurred if the initial destination had been retained.

In the event of hotel accommodation being paid for, TOKIO MARINE HCC ASSISTANCE will only contribute towards the cost of room hire actually incurred, to the ceilings indicated in the Table of Cover, to the exclusion of all other costs.

LIMITS APPLICABLE IN THE EVENT OF FORCE MAJEURE

TOKIO MARINE HCC ASSISTANCE cannot be held responsible for any failure to provide assistance resulting force majeure or the following events: civil or foreign wars, notorious political instability, popular movements, riots, acts terrorism-reprisals, restrictions on the free movement of people and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, nor for any delays in the provision of services resulting from the same causes.

IMPLEMENTATION OF GUARANTEES

Any request assistance must, under penalty inadmissibility, be made directly by the INSURED (or any person acting on his behalf) by any of the means specified below:

- **or by telephone: from France 01 48 82 62 35 from abroad (33) 1 48 82 62 35**
- **or by fax: from France 01 45 16 63 92 from abroad (33) 1 45 16 63 92**

In the event of an epidemic or pandemic: any request for assistance must, on pain of inadmissibility, be made directly by the INSURED (or any person acting on his behalf) by all the means specified below:

- **by telephone: from France 01 48 82 62 80 from abroad (33) 1 48 82 62 80**
- **or by fax: de France 01 45 16 63 92**

PROVISIONS COMMON TO INSURANCE AND ASSISTANCE COVER

Insurance must be taken out on the day register for the trip, or at the latest on the day before the first day of application of the penalties provided for in the cancellation conditions of your travel contract.
The insurance , even if the holiday does not take place, is never refundable, except in the event of cancellation by the Tour Operator due to a lack of participants.

- **Insurer** :

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A., a member company of the Tokio Marine HCC Group. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and supervised by the Commissariat aux Assurances (CAA). Registered with the Luxembourg Trade and Register under No. B221975, its registered office is located at 33 rue Sainte Zithe, L2763, Luxembourg. Share capital of USD 1,000,000. Tokio Marine Europe S.A. (branch in France) 36, rue de Châteaudun - 75009 Paris, is registered with the RCS of Paris under No. B 843 295.

221, VAT FR 60 843 295 221, acting in accordance with the French Insurance Code.
In accordance with the French Insurance Code (article L 112-4), TOKIO MARINE EUROPE S.A. is supervised by the Commissariat aux Assurances located at 7, boulevard Joseph II, L - 1840 Luxembourg, Grand Duchy of Luxembourg.

• Insured :
The natural person(s) named in the Declarations and to whom the cover applies. Accompanying persons must also be named (surname and first name) in order to benefit from cover.

• Geographical scope :
Guarantees are valid .

• INTERNATIONAL SANCTIONS

These guarantees have no effect:
When the is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for by 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".

• 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 Insured may have against third parties responsible for the loss.

• Prescription :
In accordance with articles L.114-1 and L.114-2 of the Code, any action deriving from this contract is time-barred after two years from the event that gave rise to it.
However, this period does not run :
1° In the event of a concealment, omission, false or inaccurate statement about the risk, from day the Insurer became aware of it;
2° In the event of a claim, only from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then.
The limitation period is interrupted by the ordinary causes interruption (article 2244 of the Civil Code), as well as in the following cases: appointment of an expert following a claim; sending of a registered letter with acknowledgement of receipt :
- by the Insurer to the Policyholder for payment a premium ;
- by the Policyholder to the Insurer for payment an indemnity.

• Effects of guarantees :
- **The policy takes effect on the day of departure of the insured persons, at the place indicated by the Participating Company. Cover will apply for the entire duration of the trip or stay, up to a maximum of 62 days. Cover will end on the day return from the trip and at the place of dispersal.**
- **For "cancellationinsurance, cover takes effect at the time registration for the trip and ceases at the time of departure or entry into use of the planned premises.**

• REQUEST INFORMATION
It is agreed , at any time, the Insurer reserves the right to ask the Policyholder for any information enabling it to assess the fair value of the changes in the risk associated with the contract.

• DELIVERY OF THE INFORMATION
In accordance article L.141-4 of the French Insurance Code, the Policyholder undertakes to provide any Beneficiary of this policy with the information notice drawn up for this purpose.

• Misrepresentation :
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 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 render the contract null and void if the bad faith of the insured is not established.
If this omission or inaccuracy is discovered before any claim is made, the Insurer has the option of either maintaining the contract subject to an increase in premium accepted by the , or cancelling it.
If the omission or inaccuracy is only discovered 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 French Insurance Code).
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 of an omission, or on the date when the fact was 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.

• Cumulative insurance :
If there are other insurance policies of the same type, taken out without fraud and providing the same cover, for the same interest, each of these policies shall produce its effects within the limit of its cover (article L.121-4 of the Code).
Compensation cannot exceed the amount of the loss, regardless of when the insurance was taken out (article L.121-1 of the Code).
Within these limits, the beneficiary of the contract may 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 indemnity that the Insurer would have paid if it had been alone and the cumulative amount of the indemnities that would have been payable by each Insurer if it had been alone.

• Computer files :
As part of your relationship with the Assur Travel brokerage company for an insurance contract, Assur Travel will mainly use your data to take out, manage (including commercial) and execute the contract. It may also use this data in the context of litigation, to combat money laundering and the financing of terrorism, to comply with applicable regulations, or to analyse all or part of the data concerning you collected within our company, possibly cross-referenced with that of selected partners, in order to improve our products (research and development), assess your situation or predict it (appetence scores) and personalise your experience as an insured. Any health-related data collected will be used exclusively for the purposes of taking out, managing and fulfilling your contract. Your data will be kept for as long as is necessary for these various operations, or for the period specifically stipulated by the CNIL (standards for the insurance sector) or the law (legal requirements).
It will only be communicated to our insurance partners and other partners or authorised professional bodies who need access to it to carry out these operations. For those recipients located outside the European Union, the transfer is limited to countries listed by the European Commission as offering sufficient protection for data or to recipients complying either with the standard contractual clauses proposed by the CNIL or with the internal company rules recommended by Assur Travel.
Any data collected relating to your health will be communicated to authorised sub-contractors.
We are legally obliged to check that your details are accurate, complete and, if necessary, updated. We may ask you to verify this, or we may need to complete your file (for example, by recording your email address if you have written us an email). You may request access to, rectification, deletion or portability of your data, set out instructions concerning its fate after your death, choose to limit its use or object to its processing. If you have given special and express authorisation for the use of some of your data, you may withdraw it at any time provided it does not
This information does not affect application of your contract. You can write to our Data Protection Officer to exercise your rights by email: dpo@assur-travel.fr) or by post to ASSUR TRAVEL for the attention of the Data Protection Officer, 99 rue Parmentier - Zone Actiburo - 59650 Villeneuve d'Ascq.

In the event of a complaint, you may choose to contact the CNIL by post at the following address: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

• Complaints :
In the event of difficulty, the Policyholder shall consult the Broker through whom the policy was taken out. If the response is not satisfactory, the Policyholder or the Insured may send a complaint to :

TOKIO MARINE HCC
36, rue de Châteaudun - 75009 Paris
Tel : 01 53 29 30 00 - Fax : 01 42 97 43 87
Or
reclamations@tmhcc.com

The Insurer acknowledges receipt of the claim within a period which must not exceed 10 working days from receipt of the claim, unless the response itself is provided to the customer within this period. It will send the response to the insured within a period not exceeding two months from the date of receipt.
Finally, if your disagreement persists after you have a response, you may refer the matter to the ombudsman of the Fédération Française des Sociétés d'Assurance (French Federation of Insurance Companies), provided that no legal action has been taken:

INSURANCE MEDIATION TSA 50110
75441 PARIS CEDEX 09

The Médiation de l'assurance is not competent to deal with contracts taken out to cover professional risks.

Applicable law and language used: The Insurance Contract is governed by French law. The language applicable to the Contract is French.